

RULES FOR EXHIBITORS

These “Rules for Exhibitors” govern the legal relationship between exhibitors and Olma Messen St.Gallen in connection with participation of exhibitors in events involving Olma Messen St.Gallen.

Translation: The definitive, legally binding version is the original German text.

Olma Messen St.Gallen
Splügenstrasse 12
Postfach
CH-9008 St.Gallen
Phone ++41 71 - 242 01 01
Fax ++41 71 - 242 01 03
info@olma-messen.ch
www.olma-messen.ch

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1. LEGAL BASIS

¹ The legal basis for the agreement between OLMA Schweizer Messe für Land- und Milchwirtschaft (Olma Messen St.Gallen for short) as organiser/trade-fair management of the first part and the exhibitor of the second part comprises the exhibitor agreement, the present “Rules for Exhibitors”, and the attached sheet “Deadlines and Rates” for the trade fair/event concerned.

² The present “Rules for Exhibitors” and attached documents are applicable analogously in contractual relationships between Olma Messen St.Gallen of the first part and other users of the showground of the second part, e.g. restaurateurs, self-employed exhibition organisers, organisers of special displays, etc.

2. CONCLUSION OF AGREEMENT

2.1. Application

Together with an invitation, interested parties will receive application papers. In submitting those application papers to the trade-fair management within the prescribed time, duly completed and bearing a valid signature, an interested party is asking the organiser to conclude an agreement, thereby accepting the provisions of these “Rules for Exhibitors” and the contents of the attached sheet “Deadlines and Rates”.

2.2. Contents of application

2.2.1. Site requirements

¹ Interested parties shall indicate their requirements as to size and location of stand in their application. Allocation of halls and sites and grouping of exhibitors are at the discretion of the trade-fair management alone, which shall endeavour but is not obliged to meet the stated wishes of the exhibitor as to location and size of stand.

² Location and size of stand sites are laid down in the “Plan of Halls”. This will be issued to the exhibitor in due course and forms an integral part of the exhibitor agreement.

³ The organiser accepts no liability in respect of any unwelcome consequences that may arise for the exhibitor out of the particular situation or surroundings of the stand site allocated. Where higher interests (e.g. official conditions, safety requirements, etc.) are involved, the trade-fair management further reserves the right to amend the “Plan of Halls” even after this has been issued to exhibitors.

2.2.2. Exhibition goods

¹ The exhibition goods (products and services) that the exhibitor intends to present at the trade fair must be described in the application. Where the attached sheet “Deadlines and Rates” requires, manufacturing brandnames, commercial brandnames, business descriptions, special designations, etc. should be indicated.

² At the request of the trade-fair management, the exhibitor shall submit written information regarding the nature and use of the articles to be exhibited/services to be presented.

2.2.3. Coexhibitors, subtenancy

¹ Inclusion of coexhibitors or subletting the stand incurs costs and requires the consent of the trade-fair management, which may be withheld without giving reasons.

² Any intention to include a coexhibitor or to sublet the stand must be mentioned in the application. The interested party will then be sent the requisite additional application form for approval of the inclusion of a coexhibitor or for approval of the subtenancy.

³ Any company or person displaying or handing out publicity material or taking orders on stands or on the showground without a relevant coexhibitor agreement will be classed as a coexhibitor or subtenant and must pay the costs set out in the attached sheet "Deadlines and Rates".

⁴ A coexhibitor agreement or subletting agreement does not absolve the original main exhibitor of any contractual obligations vis-à-vis organiser and trade-fair management.

⁵ The main exhibitor is liable vis-à-vis the organiser and the trade-fair management for ensuring that the coexhibitor or subtenant does not use the property otherwise than the main exhibitor is permitted to do.

⁶ The trade-fair management is entitled to require the coexhibitor or subtenant directly to observe the right of use laid down in the main tenancy agreement.

⁷ Any additional costs incurred by the trade-fair management through inclusion of a coexhibitor or as a result of a subtenancy will be charged to the original main exhibitor.

⁸ The original main exhibitor and his/her/its coexhibitor or subtenant are jointly liable vis-à-vis the organiser in respect of their undertakings (article 143 OR [*Obligationenrecht*, the Swiss Code of Obligations]).

2.2.4. Compulsory liability insurance

¹ Every exhibitor, coexhibitor, and subtenant undertakes, in connection with his/her/its exhibitor activity, to insure against damage to persons and property of any kind whatsoever, to take out such insurance with a company operating in Switzerland, and to inform the trade-fair management accordingly. The guaranteed sum insured in respect of damage to persons and property must be in the amount of not less than CHF 5,000,000.--.

² Where application papers are not accompanied by a copy of an insurance policy containing appropriate cover or an appropriate letter of confirmation from the exhibitor's liability insurer, the trade-fair management will conclude a liability-insurance policy in respect of damage to persons and property for every exhibitor, coexhibitor, and subtenant.

³ The ensuing costs will be charged in their entirety to the (main) exhibitor.

2.2.5. Technical connections/stand materials etc.

Applications must give notice of all requirements regarding gas, water, compressed-air, and flue connections as well as regarding use of radio frequencies. Orders for technical connections and equipment of any kind whatsoever as well as for stand materials, etc. shall be as detailed in the attached sheet "Deadlines and Rates" (separate order forms for stand equipment and technical connections). Costs incurred by the exhibitor on top of stand rental shall also be as detailed in the attached sheet "Deadlines and Rates" for the trade fair/event concerned.

2.2.6. Emissions

If as a result of operating the exhibition stand or in connection with exhibition goods emissions are anticipated (such as smoke, steam, fumes, odours, noise, vibration, light effects, e.g. from blinking or rotating advertisements and light sources, etc.), particular mention should be made of the fact (with a description) in the application. A claim to the granting of the requisite specific permit by the trade-fair management (see also clause 4.2.8., paragraph 4) does not obtain.

2.3. Acceptance of application

¹ The decision regarding acceptance of the application and admittance of exhibition goods will be made by the trade-fair management at its discretion and in the context of its trade-fair policy. It may refuse such admittance without giving reasons and without consequential expenses.

² In particular, previous admittances do not give entitlement to renewed admittance or to a specific site for a subsequent trade fair. Moreover, the trade-fair management has the right to admit articles that are in competition with exhibition goods; it follows that exclusion of competition is not guaranteed.

2.4. Concluding an exhibitor agreement

An exhibitor agreement is concluded when an application is accepted as a result of the trade-fair management countersigning the “exhibitor agreement” form submitted.

2.5. Cancellation of application and withdrawal from agreement by exhibitor

¹ If an exhibitor cancels an application before a stand site has been allocated, that exhibitor shall in any case have to pay a conventional fine in the amount of CHF 1,000.--.

² If on the other hand an exhibitor withdraws from the agreement after a stand site has been allocated but before the trade fair or event opens, that exhibitor shall have to pay not only the conventional fine in the amount of CHF 1,000.-- but also the full price for the stand area and any additional costs incurred up until the time of such withdrawal. This applies regardless of whether or not it proves possible to rent out the proposed stand site subsequently.

2.6. Adherence to statutory regulations

¹ The exhibitor shall at his/her/its own expense ensure before the trade fair opens that all requisite official permits have been obtained and that the necessary steps have been taken to protect the trade fair, exhibitors, visitors, and other persons. At the request of the trade-fair management, the exhibitor shall produce evidence thereof. (See also clauses 7.3, 7.4, and 7.7, among others).

² If a permit that is indispensable for operation as projected is definitely withheld, both exhibitor and organiser may withdraw from the contract, given appropriate application of clauses 2.5 and 2.8.

2.7. Area of validity of agreement (time and place)

¹ The lawfully concluded exhibitor agreement is valid only in respect of the trade fair/event mentioned in the application on the showground of Olma Messen St.Gallen.

² A new exhibitor agreement must be concluded for each new trade fair, with the trade-fair management enjoying total contractual freedom in every case in relation to declarations of acceptance.

2.8. Trade-fair management’s right of cancellation and removal

¹ The trade-fair management is entitled to withdraw from the agreement at any time with immediate effect and without liability to pay damages if the exhibitor agreement turns out to have been based on false particulars given by the exhibitor in the application or the exhibitor fails to meet his/her/its obligation to pay in advance as set out in the attached sheet “Deadlines and Rates”. The offending exhibitor is liable to pay damages to the organiser in respect of any losses incurred as a result.

² The trade-fair management is further entitled to have exhibition objects not conforming to the terms of admittance removed at the expense of the offending exhibitor, without the exhibitor and others being able to assert any claim for damages.

3. CONTENTS OF AGREEMENT

3.1. Object of agreement

¹ Under the lawfully concluded exhibitor agreement the organiser undertakes to allocate to the exhibitor a stand site for the trade fair/event specified in the agreement and to provide any additional services agreed. The exhibitor undertakes to pay to the organiser a stand-site rental together with additional costs and reimbursements in respect of any additional services agreed. The exhibitor

further undertakes to adhere strictly to the regulations and directives laid down by statute as well as to those enacted by the organiser.

² The exhibitor also undertakes to exhibit, for the duration of the trade fair, those products and services listed in the application and approved by the trade-fair management. Any change, during the trade fair, of the exhibition goods applied for and approved is excluded, except with the written consent of the trade-fair management.

³ The rights accruing to the exhibitor from the exhibitor agreement are non-transferable.

3.2. Liability and insurance

3.2.1. Exhibitor's liability

The exhibitor is liable vis-à-vis the organiser in respect of any damage caused by him/her/itself and/or by any coexhibitors/subtenants.

3.2.2. Exclusion of organiser's liability

The organiser bears no liability whatsoever in respect of elemental and accidental damage, damage from theft, and other damage of whatsoever kind, provided that it has not been guilty of gross negligence. The organiser also bears no liability if the trade fair cannot be held as a result of circumstances beyond the organiser's control. Such circumstances particularly include unforeseeable economic events, *force majeure*, and threats of violence.

3.2.3. Other exclusions of liability

The organiser is not liable in respect of damages arising out of either the exhibitor/exhibitor relationship or the exhibitor/visitor relationship.

3.2.4. Insurance

Since the organiser is not liable in respect of damage to exhibition goods, stand materials, etc., the trade-fair management recommends that exhibitors take out transport, exhibition, theft, and baggage insurance. (A proposal form for concluding a direct contract of insurance between the exhibitor and Helvetia Patria Versicherungen, St.Gallen will be sent to exhibitors.)

3.3. Services provided by organiser

3.3.1. General surveillance of halls

¹ During the trade fair the trade-fair management will organise general hall surveillance as detailed in the attached sheet "Deadlines and Rates" for the trade fair/event concerned.

² General surveillance can go only so far as is consistent with safety regulations and operational requirements.

³ The organiser can offer no guarantee in connection with general hall surveillance.

3.3.2. Individual guarding

The exhibitor may directly and at his/her/its own expense arrange for individual guarding by the security company employed by the trade-fair management.

3.3.3. Cleaning and waste disposal

¹ The trade-fair management is responsible for general cleaning of passageways, staircases, etc. Cleaning of stands is the responsibility of exhibitors.

² The nature of waste disposal and the costs thereof are as detailed in the attached sheet “Deadlines and Rates” as well as in the waste-disposal plan for the trade fair/event concerned. Any additional costs incurred by the organiser as a result of non-observance of those regulations will be charged to the exhibitor.

3.3.4. Parking

¹ Within the limits of the opportunities available, the organiser offers to rent exhibitors spaces in the trade fair’s own multistorey carpark and on the showground against additional payment. No claim to such allocation obtains.

² The organiser refuses all liability in respect of damage suffered by the exhibitor on a rented parking space.

3.4. Catalogues and lists

¹ The obligation of entry in event and trade-fair lists or catalogues and the rights and duties further associated with such entries are as detailed in the attached sheet “Deadlines and Rates” for the trade fair/event concerned. The exhibitor authorises the trade-fair management to make unrestricted use of catalogue data for publicity purposes, catalogues, and lists. The organiser is entitled to make catalogues available in printed form and electronically (e.g. via the internet).

² The organiser refuses any liability for the content of entries. Likewise, no liability obtains in respect of false entries resulting from misleading or false particulars or not due to gross negligence as well as in respect of further use of data by others without the express consent of the organiser.

4. STAND CONSTRUCTION

4.1. Deliveries

¹ As regards times of delivery and removal, the attention of exhibitors is drawn to the provisions of the attached sheet “Deadlines and Rates” for the trade fair/event concerned. After unloading, vehicles shall immediately be parked in the parking spaces allocated. Thoroughfares must be kept open at all times. Drivers shall conform to the instructions of trade-fair management, hall manager, security service, and traffic police.

² Throughout the duration of the trade fair, transport or exchange of exhibition goods is allowed only with the express permission of the trade-fair management.

³ Permitted sale of goods during the trade fair is as detailed in the attached sheet “Deadlines and Rates” for the trade fair/event concerned.

⁴ In respect of damage arising out of non-observance of this regulation, the guilty party has sole liability.

4.2. Design of stands

4.2.1. Stand design

¹ Stand design is the responsibility of the exhibitor. It is not permitted to impair the overall impression given by the trade fair/event. The stand shall be closed off with plain walls at the back and, where there are adjacent neighbours, also at the side. It shall have good lighting and feature neat graphics.

² The trade-fair management reserves the right to make individual stand designs or stand design in general subject to approval. Sketches, plans, and models shall be submitted on request.

4.2.2. Exhibition spaces in halls

4.2.2.1. Height of stand

¹ Stand height is measured from the floor of the hall to the highest point on the stand, including graphics, advertisements, stacked exhibition goods, etc.

² Stand heights in excess of 3 m are subject to approval and will incur costs.

4.2.2.2. Prefabricated and system stands

External measurements of prefabricated and system stands shall be given to the nearest 1 cm. The exhibitor shall bear the consequences (adjustment of a stand) for any deviations.

4.2.2.3. Partition walls

¹ Rear and side walls (height 2.5 m) will be rented to exhibitors to order and charged in accordance with a scale (see attached sheet "Deadlines and Rates" for the trade fair/event concerned). Exhibition walls are the property of the organiser and must be treated carefully.

² Walls may be painted only by the painter employed by the organiser/trade-fair management and only white (see order form). However, they may be clad by the exhibitor with non-flammable materials, in which case any wall-coverings, nails, staples, adhesive strips, and adhesives, including adhesive residues, and any decoration materials and lettering must be removed again after the end of the trade fair/event.

³ Any additional costs incurred by the organiser in consequence of non-observance of these regulations will be charged to the exhibitor separately.

4.2.2.4. Ceilings/ceiling grids

The exhibitor may assemble self-bearing ceilings or ceiling grids above the stand area. Walls, ceilings, columns, and bearers of buildings belonging to the organiser may be used as assembly aids only with the prior permission of the trade-fair management.

4.2.2.5. Suspensions

Available suspension points may be used against payment within the limits of what is technically admissible. The permission of the trade-fair management must be obtained in advance.

4.2.2.6. Wall surfaces

Exhibition goods may project no more than 20 cm from rented wall surfaces. The same applies in respect of leaflet bins.

4.2.3. Sales vehicles

Stand size corresponds to surface area actually used. Also to be included are notably folding counters, canopies, sunshades, additional tables and chairs (set out), shafts, storage and stacking spaces, etc.

4.2.4. Open-air exhibition spaces

¹ Exhibition spaces in the open air are rented only as areas of bare ground, with stand-construction materials usually not included.

² Equipment and installations exceeding 5 m in height require prior specific permission from the trade-fair management.

³ All excavation work is prohibited. Construction of footings, fixings, piling, etc. requires prior specific permission from the trade-fair management.

4.2.5. Corporate identification

¹ Each stand must bear the corporate identification (logo/graphics) of the applicant exhibitor. Where there is a coexhibitor or subtenant, the corporate identification of the coexhibitor/subtenant shall also be affixed.

² The clearly recognisable, neat corporate identification shall be displayed by the exhibitor on the graphics panel or inside the stand.

³ The organiser reserves the right, for an event as a whole or for individual exhibitors on specially designated exhibition sites, to prescribe uniformly designed corporate identifications. Such restrictions and the costs to be charged to the exhibitor for uniformly designed corporate identifications shall be as detailed in the attached sheet "Deadlines and Rates" for the trade fair/event concerned.

4.2.6. Stand numbers

The stand will be labelled by the organiser with a stand number. The hall manager is authorised to put up stand numbers where they will be clearly visible.

4.2.7. Posters/advertising/graphics

Posters, advertising, and other graphics may only be placed inside the stand and only be visible from outside on the open side(s) of the stand. Demarcation of stands shall be respected.

4.2.8. Other regulations

¹ Stand boundaries shall be strictly observed.

² Drilling holes in, sticking posters on, and painting of floors, walls, columns, and ceilings of buildings and other architectural installations belonging to the organiser are prohibited. Attachment of any weights and objects whatsoever to such architectural elements requires the prior specific permission of the trade-fair management. On wooden floors, it is prohibited to affix adhesive strips for carpeting. On other floors, the only adhesive strip for carpeting that may be used is "SIGA Expofix", which is manufactured by SIGA AG and may be purchased from the hall manager.

³ Open pouring (e.g. of sand and gravel) is prohibited. Any exceptions require the prior written permission of the trade-fair management.

⁴ Any provocation of emissions of smoke, steam, fumes, odours, noise, vibration, light effects (e.g. as a result of blinking or rotating advertisements), radiation, etc. not specifically permitted by the trade-fair management is prohibited.

⁵ At no time may the permitted floor loading be exceeded.

4.3. Technical connections

4.3.1. General

¹ The trade-fair management will lay on supplies to stands only in accordance with orders received.

² For stand supplies to be laid on, a completed "Stand sketch for technical connections" form needs to be submitted on schedule. Where the stand sketch has been submitted late, stand supplies will be laid on at the organiser's discretion. Any changes must be communicated to the trade-fair management in writing; otherwise, no guarantee can be given that the changes will be carried out.

³ Internal stand installations are the responsibility of the exhibitor and can be carried out by the official hall electrician against billing or by other authorised experts.

4.3.2. Electricity

4.3.2.1. Power

Available on the showground are single-phase AC 230 V 50 Hz and three-phase current 400 V 50 Hz with mobile electrical distribution (product: Gifas). For appliances with different operating voltages or types of current, the exhibitor him/her/itself shall arrange for the necessary adaptations within the stand.

4.3.2.2. Installation

Any manipulation of electrical supplies, notably of Gifas supplies, is prohibited. For electrical installations on the stand from Gifas connections, the exhibitor/electrician bears the responsibility.

4.3.2.3. Lighting

The trade-fair management will provide good background lighting of halls. Open-air spaces are excepted.

4.3.3. Telecommunications

Against billing through the trade-fair management, direct analogue or digital phone, fax, and modem connections are available in all halls.

4.3.4. Water

In all halls there are local possibilities for establishing cold-water and sewage connections. Notice of requirements shall be given with exhibitor applications.

4.3.5. Flue

Where heating systems, stoves, and fireplaces are to be demonstrated, notice shall be given with exhibitor applications. As regards fire regulations, the exhibitor shall contact the City of St.Gallen Fire Brigade directly and submit the permit to the trade-fair management.

4.4. Safety regulations governing technical plant and equipment

Machines, appliances, and tools can in principle be demonstrated. However, only such items may form the object of demonstrations as conform to the relevant safety regulations. The trade-fair management can at any time refuse to authorise machines, appliances, and tools that do not conform to the relevant regulations without such refusal giving rise to any claims whatsoever on the part of exhibitors.

4.5. Fire-safety regulations

¹ As regards fire-safety regulations, the provisions of the official document appended to these "Rules for Exhibitors" apply.

² It is particularly prohibited

- to restrict the use of emergency exits and escape routes (e.g. staircases and landings, passageways, circulation routes, etc.) and fire-protection equipment (e.g. fire alarms, fire extinguishers, fire doors, sprinkler systems, emergency lights, escape-route markings, etc.) in any way whatsoever;
- to affix decorations and fittings in such a way that heat given off by lamps, heating appliances, motors, and the like gives rise to dangerous thermal radiation or provokes actual ignition;
- to have an open fire or to store, keep, or use inflammable or explosive materials and goods (in the open, the trade-fair management may issue special permits).

5. OBLIGATIONS DURING HOURS OF OPENING

5.1. Use of stand site

- ¹ The exhibitor undertakes to use the stand space rented in accordance with the exhibitor agreement by ensuring particularly that he/she/it
- operates the stand continuously during the hours of opening of the trade fair/event;
 - refrains from arrangements and performances of any kind whatsoever that clearly disturb neighbours or visitors, in particular taking up the space in front of the stand, actively canvassing off the stand, or provoking unauthorised emissions, e.g. through smoke, fumes, odours, noise, vibration, light effects, e.g. from blinking or rotating advertisements and light sources, etc.;
 - immediately removes, on the orders of the trade-fair management, any exhibition materials, printed matter, advertising, etc. that occasion justified complaints;
 - gives out advertising material and samples only on his/her/its own stand;
 - does not give away cigarettes to young persons;
 - does not give away or serve alcohol to young persons under 16 years of age as well as to persons who are obviously under the influence of alcohol;
 - does not give away or serve spirits (schnapps, bitters, liqueurs, designer drinks, etc.) to young persons under 18 years of age as well as to persons who are obviously under the influence of alcohol;
 - does not distribute advertising stickers or gas-filled balloons;
 - does not go beyond his/her/its own stand space, particularly not by distributing printed matter, advertising, and any materials whatsoever in front of his/her/its own trade-fair stand, on concourses in front of and inside halls, and in public spaces;
 - informs the trade-fair management when he/she/it holds free draws and competitions of any kind whatsoever and carries out such events only within the limits of what is statutorily possible and has been approved;
 - cleans the stand daily;
 - deposits the day's waste at the end of each day of the trade fair in accordance with the prescriptions set out in the waste-disposal plan and in the attached sheet "Deadlines and Rates".
- ² Any charging of separate entry, use, consultancy, or other fees by the exhibitor is prohibited, subject to a specific special permit in writing from the trade-fair management.
- ³ Film and fashion shows in enclosed stands require the prior permission of the organiser. Depending on type and size of audience, a smoking ban may be imposed. If possible the trade-fair management will provide special rooms for such purposes against corresponding hire charges.
- ⁴ Where an exhibitor makes no use of his/her/its rented stand site during the hours of opening of the trade fair, the exhibitor shall owe the organiser not only the full stand rental and any additional costs but also a conventional fine in the same amount. The organiser reserves the right to assert further damage.

5.2 Organiser's/trade-fair management's rights of control, direction, and intervention

- ¹ The trade-fair management will carry out checks regarding observance of regulations about stand construction, the conduct of the exhibitor during the trade fair, and regarding the exhibition goods.
- ² The exhibitor undertakes to conform at all times to instructions of the trade-fair management and its organs designed to ensure a properly-run trade fair.
- ³ Where the orders of the trade-fair management are not obeyed, the trade-fair management has the right to take the necessary steps at the expense of the guilty exhibitor.

5.3 Exhibitor's obligation to notify

- ¹ The exhibitor must immediately notify the trade-fair management of any defects for which the exhibitor is not him/her/itself responsible. Such defects may in some instances have no direct connection with the stand area rented.

² Failure to make such notification or to put in a report in time shall render the defaulting exhibitor liable to pay damages.

6. VIOLATION OF OBLIGATIONS

Should an exhibitor violate the obligation placed upon him/her/it under this agreement and fail, despite a written reminder, to remove the unlawful state of affairs, that exhibitor shall pay the organiser a conventional fine in the amount of CHF 5,000.--. Moreover, that exhibitor shall be liable vis-à-vis the organiser in respect of any further losses incurred as well as in respect of the costs of removing the unlawful state of affairs by the trade-fair management, which body is authorised, payment of the conventional fine notwithstanding, to restore the lawful state of affairs. The trade-fair management is also authorised to expel the guilty exhibitor with immediate effect.

7. SPECIAL PROVISIONS

7.1. Passes/tickets

7.1.1. Work passes

As set out in the attached sheet "Deadlines and Rates", work passes shall be issued free of charge for craftsmen and decorators engaged to perform the work of assembly and disassembly before and after the trade fair.

7.1.2. Exhibitor passes

¹ Exhibitor passes are meant solely for the exhibitor and the exhibitor's stand staff. The exhibitor's entitlement will be issued on the basis of the stand-site rental. Further passes needed for stand staff shall be paid for. Exceptions require the approval of the trade-fair management.

² Passes are personal and non-transferable. Submission of photographs may be requested for their preparation.

7.1.3. Customer vouchers for a ticket of admission

¹ After ordering within the period stipulated in conformity with the regulations set out in the attached sheet "Deadlines and Rates" for the trade fair/event concerned, the trade-fair management shall issue exhibitors with customer vouchers for a ticket of admission that are meant solely for free distribution to customers for publicity purposes and that give entitlement, when exchanged at the box office, to the purchase of a single day ticket. Resale of such vouchers is prohibited.

² Customer vouchers received by the exhibitor shall be settled up after the relevant trade fair/event. Customer vouchers cashed in shall be returned to the exhibitor.

³ Where customer vouchers are ordered late, only non-personal vouchers for the purchase of a day ticket shall be issued against prior payment or payment in cash. Tickets of admission ordered after expiry of the deadline for orders will not be counted and hence will also not be refunded.

7.2. Photography, filming, drawing

7.2.1. Film/recording rights of trade-fair management

The trade-fair management is entitled to have photos, films, and drawings made of exhibition items and objects and to use these for its own or for general press purposes. The exhibitor waives copyright in respect of any such use.

7.2.2. Film/recording ban

The trade-fair management may impose a general or partial ban on all recordings and reproductions of any kind whatsoever in respect of certain halls or exhibition areas.

7.2.3. Commercial photography and reproduction of all kinds

Press photographers with official press passes are permitted to take photographs for press purposes. Otherwise, commercial photography and reproduction of any kind whatsoever is permitted only by special written permission of the trade-fair management. The exhibitor waives copyright in respect of any such use.

7.2.4. Other kinds of photography and other recordings

Other kinds of photography may be performed and other recordings made only with the exhibitor's agreement. It is the responsibility of the exhibitor or the exhibitor's stand staff to prevent unwelcome photographs/recordings of the exhibitor's exhibition goods.

7.2.5. Camera tripods, lighting installations

During hours of opening, no camera tripods and lighting installations may be used outside exhibition stands.

7.3. Showing of live animals

Showing of live animals requires the permission of the trade-fair management. Such permission shall be granted if the trade-fair management has before it a certificate from the Cantonal Veterinary Surgeon confirming that the measures required by the health authorities and the requisite inoculations have been performed and appropriate livestock management in conformity with animal-protection legislation is assured. The exhibitor undertakes to adhere strictly to the orders of the Cantonal Veterinary Surgeon and shall provide veterinary service and the necessary animal maintenance before and during the hours of opening of the trade fair. Particular care must be taken to ensure that occupants of adjacent stands are not bothered by emissions of odour or noise and that full removal of faecal matter is assured.

7.4. Tasting and catering stands

¹ Operation of a tasting or catering stand requires the permission of the trade-fair management, which will obtain all the necessary official permits for all such stands at a trade fair/event.

² Stands at which food or drink are served free or against payment for on-the-spot consumption are further subject to cantonal legislation covering catering businesses and legislation covering foodstuffs etc., adherence to which shall be the responsibility of the exhibitor/operator.

7.5. Sale of beer

All catering operations must stock exclusively beer and non-alcoholic beer from the Brauerei Schützengarten AG, St.Gallen, and purchase from that source.

7.6. Use of music (SUISA)

¹ The exhibitor intending to broadcast music in trade-fair halls and auditoriums, be it by musicians and/or singers or by radio, television, or other sound carrier (concerts, entertainment, fashion shows, sound film, slide-show with sound accompaniment, background music, etc.), shall apply to the competent copyright body (SUISA Gesellschaft für die Rechte der Urheber musikalischer Werke, Zürich, or SUISA Société Suisse pour les droits d'auteurs d'oeuvres musicales, Lausanne) at least 10 days prior to the start of the trade fair.

² In connection with the use of music of any kind whatsoever the exhibitor undertakes to settle up with SUISA directly concerning any user fees. The organiser shall not be liable in respect of any copyright claims by SUISA or others arising out of performances by the exhibitor.

7.7. Statutory provisions

¹ Apart from the regulations already mentioned (see clauses 2.6, 7.3, 7.4), the exhibitor shall conform to all the provisions of statute; this applies in respect of such legislation as the Customs Act, the Labour Act, the Poisonous Substances Act, etc.

² Commercial travellers are not required to seek approval.

8. TERMINATION OF TENANCY

8.1. Clearing of stand area

Following the end of the trade fair/event the stand area shall be cleared in conformity with the deadlines laid down in the attached sheet "Deadlines and Rates" and cleaned in accordance with the hall manager's instructions. Refuse shall be disposed of in an environmentally sound manner in conformity with the provisions of the attached sheet "Deadlines and Rates" as well as with those of the waste-disposal plan for the trade fair/event concerned. Any costs incurred by the organiser in consequence of non-observance of this undertaking shall be charged to the exhibitor.

8.2. Return of rented partition walls and other stand fittings

Partition walls and other stand fittings rented by the exhibitor from the organiser shall be returned by the exhibitor in perfect condition in conformity with the provisions of these "Rules for Exhibitors" and of the attached sheet "Deadlines and Rates" for the trade fair/event concerned as well as in accordance with the instructions of the competent hall manager. Any costs incurred by the organiser in respect of cleaning, activities in connection with failure to return material by the relevant deadline, restoration of material to a perfect condition, etc. shall be charged to the exhibitor.

9. INVOICING AND TERMS OF PAYMENT

Invoicing and terms of payment shall be in accordance with the attached sheet "Deadlines and Rates" for the trade fair/event concerned.

Appendix



Official instructions regarding fire-safety regulations

City of St.Gallen
Building Control Department
 Neugasse 3
 9004 St.Gallen
 Phone 071 224 51 21
 Fax 071 224 51 09

Fire-safety regulations (trade fairs)

1. Highly inflammable and combustible materials
 - Wall and ceiling claddings and decorations must be manufactured solely from fire-resistant materials that when alight neither drip and nor give off toxic fumes. In the construction of stands, decorations, and superstructures no inflammable materials such as thatch, straw, paper, pine twigs, etc. may be used. Use of naked flames (candles, lanterns, paraffin and oil lamps, etc.) for decorative purposes is prohibited. The Fire-Prevention Service of the Building Control Department [*Baupolizei, Abt. Feuerschutz*] – together with the trade-fair management – is authorised at any time to have such materials removed or if necessary to remove them itself.
 - Affixing of decorations must not endanger the safety of persons.
 - Decorations must not impair the visibility of signs indicating escape routes and exits (rescue signs).
 - Decorations and fittings must be affixed in such a way that they cannot be ignited by thermal radiation from lamps, heating appliances, motors, and the like.
 - Foam plastics (e.g. polystyrene and polyurethane foams) must be fire-resistant and used only in limited quantities and only for small decorations; they must not be used for wall and ceiling claddings or partitions.
 - Hardboard claddings must be impregnated with fire retardant (e.g. BBT Anti-Flame Fire-Prevention Spray) and affixed in such a way that they lie as flat as possible. The distance from the floor must be not less than 10 cm.
 - In connection with special shows, straw is tolerated as bedding in the context of livestock management. For feeding, hay must be brought directly from the haystore.
 - On exhibition stands, straw bales and hay bales must be protected against third parties by means of a non-inflammable cover (e.g. glass or plexiglass cover).
 - Fire-retardant reed matting may only be used for small ceiling claddings above the counter, the bar, etc. Such material must be treated with suitable impregnation to make it less combustible.
 - All conifer and deciduous trees used must be planted with their roots in pots (cut trees are inadmissible). Trees must not be grouped together.
 - Wood and bark shingles are permitted for decorative purposes over small areas. They must be affixed in a damp condition and be re-dampened every morning (subject to the requirements of the trade-fair management).

2. Storage and use of highly inflammable materials

Storage, keeping, and use of highly inflammable, explosive, and easily combustible materials and goods (e.g. petroleum spirit, benzole, acetone, paraffin, fuel oil, etc.) are prohibited inside trade-fair halls. Oily cloths must be put away in closed metal containers and removed from trade-fair halls every evening.

3. Naked flames
 - Permission can be granted for exhibitors to use open fires and lights, combustible liquids, gas and oxygen bottles only where this is necessary for demonstrating exhibition goods. In such cases the exhibitor must obtain a permit from the Fire-Prevention Service of the Building Control Department

- both for installing the appliances on the stand and for storing the bottles (apart from the day's requirements, the remaining bottles must be stored in the open air, guarded against unauthorised access). Gas-fired appliances used must be fitted with ignition safety features. Arrangements must be made for installations and consumer appliances to be inspected by a neutral specialist agency before the start of the trade fair.
- Cookers and open fires of all kinds must conform to statutory regulations. In each case the exhibitor must obtain a permit from the Fire-Prevention Service of the Building Control Department before the start of the trade fair (free of charge). Fuel reserves on the stand must not exceed a day's requirements. Fuel must not be stored in the vicinity of the stove, fireplace, etc.

NB: Smoke extractors must be ordered from the trade-fair management together with the application for an agreement. Applications must be submitted through the Technical Department of Olma Messen St.Gallen.

4. Film shows in enclosed spaces

During film shows, at least one person must be present at all times who is responsible for giving the alarm and evacuating the premises if necessary. Depending on the nature and size of the audience, a smoking ban may be imposed.

5. Fire alarms and extinguishers

Fire alarms, wall hydrants, hand-held fire extinguishers, sprinklers, and similar installations must be neither wholly nor partially blocked or obstructed by stand walls, exhibition goods, or decorations. Effectiveness, accessibility, and visibility must not be impaired.

6. Keeping escape routes clear

- Emergency exits, stairs, landings, circulation routes, corridors, passageways, doors, etc. must be kept clear at all times and may not be restricted or obstructed by exhibition goods, stand walls, advertising stands, tables, chairs, and other objects. Circulation and escape routes must at all times be usable without hindrance.
- All entrances and emergency exits inside and out must be kept clear at all times over their entire width.
- Motor vehicles parked in access roads and in front of emergency exits may be towed away (public land = police, private land = trade-fair management).

7. Use of pyrotechnics on stages and on densely occupied premises

For indoor firework displays, the permission of the Fire-Prevention Service of the Building Control Department must be obtained from the organiser in advance. On premises that cannot be adequately ventilated by means of windows, smoke-extractors, or ventilation plant, additional smoke-extraction measures will be laid down or the use of pyrotechnics will be prohibited.

8. Exception

The Fire-Prevention Service of the City of St.Gallen Building Control Department is able to permit exceptions in special cases where it has no reservations regarding fire prevention. It can order additional safety measures where particular risks make these necessary.

9. Inspections

The Fire-Prevention Service of the Building Control Department reserves the possibility of implementing these regulations rigorously (FSG articles 23 and 52).

St.Gallen, 18 November 1999