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CongressEvents St.Gallen Regulations

1 General contractual provisions

1.1 Contracting parties

A legal relationship only exists between the contracting parties.

The rental properties may not be sublet without the written permission of Olma Messen St.Gallen.

1.2 Legal basis

The basis of the contractual relationship between Olma Messen St.Gallen as the lessor, on the one hand, and the tenant, on the other, is formed by the **lease agreement**, the **service description** compiled by the parties, the **CongressEvents Regulations** (incl. the information sheet on **security measures laid down by the fire authorities**), the supplement **Prices for technology, furnishings & services** as well as the **organisation paper** to be compiled by the parties after the conclusion of the contract.

1.3 Content registration

The tenant shall establish its requirements for rooms, furnishings and other services in consultation with Olma Messen St.Gallen in the **service description**.

1.4 Conclusion of the lease agreement

Olma Messen St.Gallen shall draw up the **lease agreement** on the basis of the service description and shall submit it to the tenant for signature. The contract shall not become legally binding until it is countersigned by Olma Messen St.Gallen. Any changes must be made in writing.

1.5 Further organisation

¹ After the conclusion of the agreement, Olma Messen St.Gallen (CongressEvents St.Gallen) shall compile the **organisation paper** in cooperation with the tenant. This shall be based on the service description and the contract, and shall contain the detailed procedure as well as all organisational aspects of the event with regard to time and place. If additional services are requested vis-à-vis the original service description, these shall be remunerated separately in accordance with the supplement "Prices for technology, furnishings & services".

² The definitive copy of the organisation paper with the corresponding implementation plan, approved by the tenant, shall be available by no later than **10 working days before the beginning of the event** (takeover of the rooms and beginning of the assembly in accordance with clause 4 lease agreement). Later changes to the organisation paper with the corresponding implementation plan shall be possible with assumption of the costs arising for the change and the associated additional services in accordance with the supplement "Prices for technology, furnishings & services".

1.6 Liability

1.6.1 Liability of the tenant

The tenant shall be liable to Olma Messen St.Gallen and third parties for all damage caused by him/her or through its operation. The tenant shall also be jointly and severally liable for all damage caused by its suppliers, exhibitors, partners, etc.

1.6.2 Exclusion of liability of Olma Messen St.Gallen

¹ Olma Messen St.Gallen shall not be liable under any circumstances for damage caused by natural forces, accidental damage or damage caused by theft, or other damage of any kind, except in the case of gross negligence. Nor shall it be liable if the event cannot be carried out as a result of circumstances for which it is not responsible. This shall include, in particular, unforeseeable economic events, force majeure and the threatening use of violence.

² The guarding or surveillance of its own facilities, movables, etc. shall be the tenant's responsibility. Olma Messen St.Gallen shall assume no liability for property of the tenant, its employees, suppliers, exhibitors, partners, visitors and guests, and shall exclude any liability for damage and loss. This shall apply for the entire period from handover until return of the premises, and therefore also during the assembly and dismantling.

³ Olma Messen St.Gallen shall not be liable for damage that arises from the tenant/event participants relationship. It shall be the tenant's responsibility to take out appropriate property insurance and this may be carried out via Olma Messen St.Gallen with Helvetia Insurance for a corresponding premium.

1.6.3 Compulsory liability insurance

¹ The tenant is obliged to take out liability insurance to cover liability for personal injury and damage to property of any kind for the entire duration of the event (incl. assembly and dismantling) with an insurance company operating in Switzerland. The insured guaranteed amount must be at least CHF 5,000,000.00 for personal injury and damage to property. Proof shall be provided of the existence of this insurance.

² If there is no copy of an insurance policy with appropriate cover or a corresponding letter of confirmation from the liability insurer enclosed with the contract, Olma Messen St.Gallen shall take out liability insurance for personal injury and damage to property for the tenant, at the tenant's expense.

³ All the resulting costs shall be charged to the tenant.

1.7 Withdrawal from the contract

1.7.1 Annulment

Any annulments must be made in writing by fax with a confirmation by registered letter.

1.7.2 Right of withdrawal of Olma Messen St.Gallen

¹ Olma Messen St.Gallen reserves the right to withdraw from the contract if one of the following situations occurs:

- a) the provision of its service becomes impossible or unreasonable as a result of force majeure, fire, illness, work stoppage, energy shortage or similar reasons,
- b) a disturbance of public safety and order, or damage to the reputation of Olma Messen St.Gallen is to be feared through the intended event or its preparatory measures,
- c) a guarantee that is demanded is not provided by the date specified,
- d) proof is not provided of registrations or authorisations required by law.

² If Olma Messen St.Gallen exercises its right of withdrawal, the tenant shall not be entitled to any claims for damages.

1.7.3 Right of withdrawal by the tenant; annulment costs

¹ If the tenant withdraws from the contract for a reason for which Olma Messen St.Gallen is not responsible, or if Olma Messen St.Gallen withdraws from the contract, based on clause 1.7.2. lit. c or d, the tenant shall owe the following indemnity:

- | | |
|---|--------------------------------|
| a) up to six months before the beginning of the event | 30% of the agreed basic rent* |
| b) between six and three months before the beginning of the event | 50% of the agreed basic rent* |
| c) between three months and 14 days before the beginning | 80% of the agreed basic rent* |
| d) from 14 days before the beginning of the event | 100% of the agreed basic rent* |

*including services booked

² Further claims for damages of Olma Messen St.Gallen and other arrangements in the lease agreement are expressly reserved.

1.8 Compliance with the legal regulations/performance rights

¹ The tenant shall ensure, at its own expense, before the beginning of the event, that all the required official and non-official authorisations are available and that the necessary precautions are taken for the protection of the event and its participants and visitors as well as third parties. In particular, the tenant shall also provide for the necessary performance rights itself and shall pay corresponding copyright compensation directly to those entitled (authors, SUISA, ProLitteris, etc.). At the request of Olma Messen St.Gallen, the tenant shall prove the availability of the authorisations.

² If an essential authorisation for the intended event is definitively not granted, both the tenant and Olma Messen St.Gallen may withdraw from the contract in analogous application of clause 1.7. No claims for compensation of the tenant vis-à-vis Olma Messen St.Gallen arise thereby. The annulment costs shall be governed by clause 1.7.3.

1.9 Value added tax (VAT)

All the services provided by Olma Messen St.Gallen on the basis of this contract shall be subject to value added tax. This is **not included** in the prices indicated. It shall be charged additionally and shown separately in the final invoice.

1.10 Terms of payment

1.10.1 Payment conditions

All prices are in Swiss francs net excl. VAT.

Unless otherwise agreed, invoices must be paid within 10 days of invoicing.

1.10.2 Payments on account

Olma Messen St.Gallen reserves the right to collect the full amount due or parts thereof in advance. The contractual agreement shall be decisive for this purpose.

1.10.3 Guarantees

If a deterioration of the tenant's financial situation becomes known, Olma Messen St.Gallen reserves the right to make the further performance of the contract dependent on the provision of guarantees (bank guarantees, deposit, advance payment) up to the amount of the full rent including additional services.

2 Catering

¹ Sântis Gastronomie AG is the contracting partner for catering of Olma Messen St.Gallen. The catering on the entire Olma site shall be run by Sântis Gastronomie AG. The tenant, its sponsors and exhibitors shall be bound to Sântis Gastronomie AG for all their catering needs. No other caterers or catering suppliers shall be allowed without the written permission of Olma Messen St.Gallen.

² The tenant shall establish the catering offer together with Olma Messen St.Gallen and Sântis Gastronomie AG.

³ Brauerei Schützengarten AG shall have the exclusive right to supply events on the entire Olma site with beer. The tenant shall be bound to the Schützengarten beer brands and may not serve any other beers without the written permission of Olma Messen St.Gallen.

3 Parking

¹ The parking organisation shall be ensured by Olma Messen St.Gallen, and the proceeds shall remain with Olma Messen St.Gallen. The parking spaces shall be subject to a charge for visitors and exhibitors. The tenant shall determine the payment arrangements (season ticket, daily permit, flat-rate payment or operation with Taxomex). The parking spaces may also be used by parallel events that are additionally taking place.

² Olma Messen St.Gallen shall decline any liability for damage that the user sustains in the rented parking space.

4 General provisions governing use

4.1 Purpose

The rental properties may only be used for the purpose determined in the contract and the service description.

4.2 Takeover and return of the rental properties

¹ The rental properties shall be returned to Olma Messen St.Gallen in their original condition.

² All residues (such as adhesive tapes or dirt) that are left behind on movables and properties by the tenant or its suppliers, partners or exhibitors must be removed completely and cleanly by the tenant after the events. Subsequent removal of residues by Olma Messen St.Gallen and the resulting damage shall be charged to the tenant according to expenditure.

³ Driving on the carpet flooring with vehicles is not permitted. Any damage shall be charged.

⁴ At the request of the tenant or Olma Messen St.Gallen, an acceptance report shall be drawn up at the time of the takeover and the return of the rental properties. If no complaints are made, the rented rooms and their facilities shall be considered to have been taken over in an orderly condition.

4.3 Parallel events

Consideration shall be shown for parallel events with regard to noise emissions, particularly during the assembly and dismantling. Holding parallel events shall take precedence over rehearsals and preparatory work.

4.4 Opening and closing of the halls

The hall manager shall open and close the rented rooms pursuant to the time agreed in the organisation paper. The tenant shall see to it that the event has ended by the time agreed in the organisation paper. From the beginning of the assembly to the end of the dismantling, and therefore during the entire event, a responsible person of the tenant shall be present. He/she shall be the contact person for the hall manager and shall give the instruction for the opening and closing, among others.

4.5 Rest periods

The rest periods prescribed by law shall be observed with regard to noise emissions and work outdoors:

Periods with noise restrictions: 12.00 noon - 1.30 pm and 8.00 pm - 10.00 pm

Periods of night rest: 10.00 pm - 7.00 am

Where necessary, relevant authorised exceptions shall be applied for from the commercial police, i.e. the authority enforcing trade, commerce and industry regulations, of the City of St. Gallen. The ruling of the commercial police shall take precedence in every case.

4.6 Delivery

The transport managers shall comply with the orders of Olma Messen St.Gallen, the hall managers, the security service and the traffic police.

In principle, deliveries that the tenant, its sponsors, exhibitors, suppliers, etc. have ordered shall be received by them in person on site. Olma Messen St.Gallen shall not, in principle, accept any deliveries on behalf of the tenant. Olma Messen St.Gallen shall accept no liability whatsoever for goods that are nevertheless unloaded in the tenant's absence.

4.7 Supervision

¹ The tenant shall exercise supervision during the event. The instructions of the staff of Olma Messen St.Gallen shall be followed. Access control from the section boundary shall be the tenant's responsibility. The staff of Olma Messen St.Gallen shall be granted access to the rented rooms at any time, upon presentation of the personal identity card.

² A hall manager shall be mustered and hired by Olma Messen St.Gallen. He/she shall address all the specialist technical issues, shall supervise the building technology and shall be available to the tenant as a contact person at all times. He/she shall be free from other tasks and shall be constantly present during the assembly, the event and the dismantling. From a specialist technical point of view, he/she shall report to the Design and Operation department and shall be instructed by this department (tasks according to the job description).

4.8 Cleanliness and cleaning

¹ The premises shall be handed over to the tenant fully furnished and cleaned at the time agreed contractually pursuant to the contract and the service description. They shall be returned in the same condition after the end of the event.

² Insofar as the cleaning is not the responsibility of Olma Messen St.Gallen pursuant to the service description, the tenant shall ensure that it is carried out.

³ During the event, the utilisation of the WC cleaning service of Olma Messen St.Gallen shall be compulsory. If the costs are not included in the rent according to the lease agreements, they shall be charged to the tenant separately in accordance with the supplement "Prices for technology, furnishings & services".

⁴ If the tenant does not fulfil its cleaning obligation despite instruction of the hall manager or if the premises and facilities are returned uncleaned or if Olma Messen St.Gallen has to carry out disposals, cleaning and disposal costs shall be charged to the tenant separately in accordance with the supplement "Prices for technology, furnishings & services".

4.9 Security measures (incl. those laid down by the fire authorities)

¹ The tenant shall take responsibility for its event running properly and smoothly. He/she shall take all the necessary security measures. The tenant shall submit and explain its security precautions to Olma Messen St.Gallen upon request. Olma Messen St.Gallen shall be authorised to demand additional measures.

² The security measures and regulations laid down by the fire authorities (supplement) shall be observed. The fire authorities shall decide whether a fire station (2 persons at the tenant's expense) is necessary. Olma Messen St.Gallen shall be authorised to order a first-aid station at the tenant's expense.

³ The adjusted hall layout must first be presented to Olma Messen St.Gallen and then to the fire authorities. The hall layout shall

not be valid until authorisation has been granted by the fire authorities.

4.10 Technical connections / Fastenings

¹ Requirements for gas, water, compressed air, communications (Internet) and chimney connections, as well as for uses of radio frequencies, must be announced by no later than three weeks before the beginning of the event.

² The order for additional connections of any kind that are not included in the flat-rate rent shall be governed by the information in the supplement "Prices for technology, furnishings & services".

³ Fastenings may only be attached to the supports and to the hall's own infrastructures after consultation with Olma Messen St.Gallen. The drilling of holes is not permitted.

4.11 Electrical connections

¹ In the exhibition area, single-phase alternating current 230 V, 50 Hz and three-phase current 400 V, 50 Hz with mobile electrical distribution (product: Gifas) are available. In the case of apparatus with a different operating voltage or type of current, the tenant shall provide for the necessary adjustments himself/herself.

² Any kind of manipulation of the electrical lines, particularly of the Gifas supply lines, is prohibited. The tenant/electrical fitter shall take responsibility for the electrical installations from the Gifas connections.

4.12 Fire alarm system

A fire alarm system is in operation in the halls. Any costs that result from the fire brigade being turned out unnecessarily through a false alarm shall be charged to the tenant (approx. CHF 1,000.00).

4.13 Attaching of signs

The permission of Olma Messen St.Gallen shall be required for any signposting and for the attaching of posters around the site. The fixed poster panels on the entire area of Olma Messen St.Gallen may only be managed by Allgemeine Plakatgesellschaft in St.Gallen (APG). Any existing writing and publisher's marks of Olma Messen St.Gallen may not be dismantled or covered (green stelas with signposting, lecterns, hall pictograms, emergency exits, etc.).

4.14 Printed matter

In references to the venue in advertisements, brochures, catalogues, on signs, in indications of the Olma halls, etc., the official logo with the publisher's mark of CongressEvents must be used. The logo and the publisher's mark are available from Olma Messen St.Gallen. Their placing on the printed matter shall be arranged with Olma Messen St.Gallen before the print job.

4.15 Floor loadings

The maximum floor loadings per m² listed below may not be exceeded under any circumstances.

Hall 1.0	2,500 kg/m ²	Hall 4	2,500 kg/m ²
Hall 1.1	1,000 kg/m ²	Hall 5	600 kg/m ²
Hall 2.0	1,000 kg/m ²	Hall 7.0 / 7.1	2,000 / 700 kg/m ²
Hall 2.1	600 kg/m ²	Hall 9.0	500 kg/m ²
Hall 3.0	1,000 kg/m ²	Hall 9.1	700 kg/m ²
Hall 3.1	600 kg/m ²	Halls 9.1.2	500 kg/m ²
		Halls 9.2	500 kg/m ²

4.16 Reporting obligation of the tenant

¹ The tenant must immediately report to Olma Messen St.Gallen any defects and extraordinary incidents that he/she is not required to remedy himself/herself. These may also be defects that are not directly associated with the rented hall.

² If the tenant fails to make the report or if it does not lodge the complaint in a timely manner, it shall be liable for damages.

5 Special information and final provisions

5.1 Taking photographs, filming, drawing

Olma Messen St.Gallen shall be entitled to have photos taken, and films and drawings made of events, programme content, stands, etc. and to use them for its own or for general press purposes. The tenant and its partners, contractors and suppliers shall waive all objections from copyright law.

5.2 Final provisions

5.2.1 Written form

Agreements that deviate from these provisions and from the lease agreement with its integral parts (service description and organisation paper) shall only be effective if they have been confirmed in writing by Olma Messen St.Gallen.

5.2.2 Loopholes in the contract

Should a provision of this contract be and/or become invalid and/or void, this provision shall be replaced by one that comes as close as possible to the meaning and purpose of the invalid and/or void provision, without itself, in turn, being invalid and/or void. These regulations and the associated contractual agreements including the service description and organisation paper shall not become invalid and/or void as a result of an invalid and/or void provision of this kind.

5.3 Applicable law; place of jurisdiction

Swiss law shall be exclusively applicable. The place of jurisdiction shall be St. Gallen.