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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.

St.Gallen, February 4, 2019

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1. LEGAL BASIS

¹ The legal basis for the agreement between Olma Messen St.Gallen 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 Exhibitor-Manual 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 show-ground of the second part, e.g. restaurateurs, self-employed exhibition organisers, organisers of special displays, etc.

³ Unless other regulations apply, these Rules for exhibitors also apply to trade fairs/events which Olma Messen St.Gallen run out-side of their trade fair site in St.Gallen.

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 Exhibitor-Manual.

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 (with or after the notice of acceptance of the application and thus the conclusion of the exhibitor agreement, see Clause 2.4) 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 Exhibitor-Manual requires, manufacturing brand names, commercial brand names, 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. Co-exhibitors

¹ Inclusion of co-exhibitors 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 co-exhibitor 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 co-exhibitor.

³ Any company or person displaying or handing out publicity material or taking orders on stands or on the show-ground without a relevant co-exhibitor agreement will be

classified as a co-exhibitor and must pay the costs set out in the Exhibitor-Manual.

⁴ A co-exhibitor 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 co-exhibitor does not use the property otherwise than the main exhibitor is permitted to do.

⁶ The trade fair management is entitled to require the co-exhibitor 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 co-exhibitor will be charged to the original main exhibitor.

⁸ The original main exhibitor and his/her/its co-exhibitor 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 and co-exhibitor undertakes, in connection with his/her/its exhibitor activity, to insure against damage to people 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 people 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 people and property for every exhibitor and co-exhibitor.

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 Exhibitor-Manual (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 Exhibitor-Manual 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 (see Clause 2.2.1). 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, irrespective of whether stands have already been allocated.

2.5. Cancellation of application and withdrawal from agreement by exhibitor

¹ If an exhibitor cancels an application before conclusion of the exhibitor agreement (see Clause 2.4), 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 conclusion of the exhibitor agreement (see Clause 2.4) 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 people. 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 show-ground provided by 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 (see Clause 2.3).

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 Exhibitor-Manual. 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 (see Clause 2.2.1) and to provide any additional services agreed. The organiser can decide at its own discretion whether or not the services ordered by the exhibitor will

be provided. 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 co-exhibitors.

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

¹ The organiser is not liable in respect of damages arising out of either the exhibitor/exhibitor relationship or the exhibitor/visitor relationship.

² In particular, the organiser is in no respect responsible for the lawful sale of the products and services by the exhibitor (compliance with patent, licensed sale and other rights and obligations). The assertion or defence of particular rights or claims is a matter solely for the exhibitor.

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-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 Exhibitor-Manual 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. In particular, this general surveillance of the halls does not result in any restriction of the exclusion of liability, in accordance with Clause 3.2.2.

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 Exhibitor-Manual 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 fairs own multi-storey car park 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.

3.3.5. *Receipt of postal consignments*

¹ Postal consignments addressed to exhibitors/organisers which are delivered to Olma Messen St.Gallen are accepted in good faith by Olma Messen St.Gallen employees and receipt is confirmed to the carrier (postal service, DHL, etc.).

² Olma Messen St.Gallen bears no responsibility for correctness, completeness or condition of the consignment. Liability for damage incurred in its care is not accepted by Olma Messen St.Gallen, except in the case of grossly negligent handling.

³ Olma Messen St.Gallen ensures that the consignment received is forwarded to the exhibitor/organiser and is accepted by the latter.

⁴ The exhibitor/organiser is charged for our acceptance of the postal consignments.

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 Exhibitor-Manual 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. Like-wise, 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 Exhibitor-Manual 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 Exhibitor-Manual 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.

⁵ Furthermore, the special conditions apply which are connected with the delivery principle of the showground relevant to the trade fair/event, or which are those of the particular event.

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. In particular, closing a stand's open sides, which are stipulated in the Plan of Halls, requires the trade fair management's prior consent.

³ Separate conditions apply to stands in Taste Pavilions 4 & 5 at the OFFA and the OLMA (see Appendix 3).

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 *Multi-storey stands*

For multi-storey stands, the consent of the trade fair management and the fire service must be obtained in advance. All the resulting costs, especially for fire service procedures (e.g., fire alarms and sprinklers) are charged to the exhibitor.

4.2.2.3 *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.

4.2.2.4 *Partition walls*

¹ Rear and side walls (height 2.5 m, thickness 4 cm) are let to exhibitors and erected within the space which they rent for their stand. The rates can be found in the Exhibitor-Manual supplement for the particular trade fair/event. 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.

4.2.2.5 *Fire-safety regulations/covered stands*

¹ The exhibitor may assemble self-bearing ceilings or ceiling grids above the stand area. Before a closed ceiling is fitted with any materials at all (including plans, fabrics etc.), the consent of the trade fair management must be obtained. All the resulting costs, especially for fire service procedures (e.g., smoke detectors and sprinklers) are charged to the exhibitor. 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.

² As regards fire-safety regulations for covered stands, the provisions of the document appended to Appendix 2 of these Rules for exhibitors apply.

4.2.2.6 Suspensions

There is a charge for all hangings directly attached to the pavilion ceiling and they must be ordered from trade fair management. For safety reasons, only static loads on the attachment points can be approved. Application for any dynamic loads must be made to trade fair management. The trade fair's official attachment points and cords must be used. Application for exceptional cases must be made to trade fair management. It is not permitted to attach hangings to the building itself. Trade fair management is liable only for damages up to the final attachment points which it has fitted.

4.2.2.7 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 of the applicant exhibitor. Where there is a co-exhibitor the corporate identification of the co-exhibitor 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 Exhibitor-Manual 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 to 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 exempted.

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. Wi-Fi is available on the entire exhibition grounds of Olma Messen St.Gallen. High-speed Wi-Fi can be accessed for a fee.

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.

4.4. Safety regulations governing technical plant and equipment

4.4.1. Machines, appliances, and tools

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.

4.4.2. *Equipment with heat generation*

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 department for construction permits of St.Gallen (Amt für Baubewilligungen St. Gallen; Abteilung Brandschutz) directly and submit the permit to the trade fair management.

4.5. Fire-safety regulations

¹ As regards fire-safety regulations, the provisions of the official document appended to these Rules for exhibitors (Appendix 1) 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).

³ Application for the use of any bottled gas-fired consumer appliances (gas barbecue, gas cooker, gas heaters like patio heaters, strip heaters, etc.) must be made to trade fair management.

⁴ For multi-storey stands and for stands with closed ceilings, Sections 4.2.2.2 and 4.2.2.5 apply.

⁵ For stands in Taste Pavilions 4 and 5 at OFFA and OLMA, the separate conditions apply, in accordance with Appendix 3 of these regulations.

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;
- assembles the stand before the trade fair opens and dismantles it after the trade fair has finished;
- 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 people;
- does not give away or serve alcohol to young people under 16 years of age as well as to people who are obviously under the influence of alcohol;
- does not give away or serve spirits (schnapps, bitters, liqueurs, designer drinks, etc.) to young people under 18 years of age as well as to people 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 days 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 Exhibitor-Manual.

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 per-mission of the organiser. 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. Organisers/trade fair managements 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. Exhibitors 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

¹ 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.

² We reserve the right to impose any penalty specially provided in a clause of these regulations.

7. SPECIAL PROVISIONS

7.1. Passes/tickets

7.1.1. *Work passes*

As set out in the Exhibitor-Manual, 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 Exhibitor-Manual 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.

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 exhibitors 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 and advertising with living 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 Catering establishments and stands at which food or drink are provided on the spot, free or for payment, are subject to the legislation governing licensed establishments, the foodstuffs legislation, the legislation governing dispensing of alcoholic drinks etc. The exhibitor/restaurant operator is responsible for ensuring that the above legislation is complied with and enforced.

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 auteurs 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 and 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.

³ In the trade fair pavilions, and in enclosed spaces, legal prohibition of smoking applies. Exhibitors or their personnel must not create conditions which allow the smoking regulations to be circumvented. Stand personnel must draw the attention of people at fault to the smoking ban.

⁴ In the catering establishments and the Taste Pavilions, the legislation in force (e.g., the shop and food inspectorate) must be observed.

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 Exhibitor-Manual and cleaned in accordance with the hall managers instructions. Refuse shall be disposed of in an environmentally sound manner in conformity with the provisions of the Exhibitor-Manual 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 Exhibitor-Manual 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 Exhibitor-Manual for the trade fair/event concerned.

APPENDIX 1

Fire-safety regulations (trade fairs and events)

(Non-exhaustive list)

1. Highly inflammable and combustible materials

- In accordance with current Public Insurance Companies for Buildings (PIB) Guidelines, stand construction materials must meet the requirements of fire safety categories RF1 to RF3 (excluding the CR value).
- In accordance with AFS Directive W6, decorations and cladding must meet the requirements of fire safety categories RF1 to RF3 (excluding the CR value). Decorations may neither put people's safety at risk nor restrict the visibility of rescue signs.
- 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.
- All conifer and deciduous trees used for decorative purposes must be planted exclusively with their roots in pots. Wood and bark chips must be kept sufficiently moist during the entire trade fair/event.
- In connection with animal husbandry, straw is tolerated as bedding. For feeding/animal husbandry, hay and straw must be brought directly from the hay store.
- In the vicinity of exhibition stands, bales of straw and hay must be protected against exposure to third parties (by means of glass or Perspex covers)
- The fire safety authority, as well as event and trade fair management, are authorised to have any illegally affixed materials removed at any time or to remove the same if required.

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 Olma trade fair halls.
- The AFS Directive W12 "*Flüssiggas an Veranstaltungen*" (use of liquid gas at events) (<http://www.gvasg.ch/de/brandschutz/downloads-und-links/>) is an integral part of these safety measures. In particular, all gas devices used (whether permanently installed or not permanently installed in vehicles and trailers) must be inspected annually and have a corresponding sticker on them.

3. Naked flames

- Permission can be granted for exhibitors to use open fires and lights, combustible liquids, (gas and oxygen bottles, etc.) only where this is necessary for demonstrating exhibition goods. In such cases the exhibitor must inform trade fair management and obtain a permit from the department for construction permits of St.Gallen (Amt für Baubewilligungen St. Gallen; Abteilung Brandschutz).
- Candles must be positioned on non-combustible surfaces in such a way that they cannot fall over. They must be put at a sufficient distance from inflammable materials. Candles may never be left to burn unattended.
- The use of candles must be agreed at an early stage with trade fair management.

4. Food trucks/Indoor cooking equipment

- Indoor permit, functionality and leakproofness of liquid gas cooking equipment must be proven by means of a valid sticker (visibly displayed on the appliance). AFS Directive W12 (*Flüssiggas an Veranstaltungen*) (Liquid gas at events) must be adhered to. (<http://www.gvasg.ch/de/brandschutz/downloads-und-links/>)
- Gas bottles may only be replaced under the guidance of the hall manager (after the trade fair has ended).
- All replacement gas bottles must be stored in lockable outdoor gas cabinets where they are protected against third-party access.
- Access to the gas storage sites is guaranteed exclusively under the supervision of the hall manager and only after the trade fair has ended.

5. Use of indoor pyrotechnics

Outdoor and indoor firework displays require a permit. Trade fair management must be informed at an early stage of the use of any pyrotechnics. Furthermore, the event organiser/tenant must submit an application for approval to the department for construction permits of St.Gallen (Amt für Baubewilligungen St. Gallen; Abteilung Brandschutz).

6. Alarm and fire extinguishing equipment

- Fire alarms, alarms and fire extinguishing equipment must be freely accessible at all times. The effectiveness, accessibility and visibility thereof may not be impaired under any circumstances.
- Emergency exits, fire exits and circulation routes, etc. must be kept clear at all times. Illegally parked vehicles will be towed away and the owners will have to pay the corresponding fine.

9. Exceptions

The department for construction permits of St.Gallen (Amt für Baubewilligungen St. Gallen; Abteilung Brandschutz) is able to permit exceptions in special cases or order additional safety measures.

APPENDIX 2

Fire-safety regulations for ceiling structures in case of temporary trade fair structures

1. Duty of notification

If an exhibitor uses any sort of cover for his/her/its stand, he/she/it is obliged to report this to Olma Messen St.Gallen.

2. Definition of ceiling structures

Ceiling structures only constitute covered areas which are more than 50 % closed off and whose open percentage is not evenly distributed.

3. Restriction of ceiling structure area

Ceiling structures with an area of between 1 and 30 m² are not limited in any way unless the cumulative area includes neighbouring ceiling structures, but they must still be reported. If Olma Messen St.Gallen detects any cumulative areas, the exhibitors in question will be informed what further steps need to be taken. Ceiling structures with an area exceeding 30 m² must be fitted with smoke detectors which are connected to the existing fire alarm system.

4. Definition of smoke detector suitability

Ceiling structures suitable for smoke detectors must be made of materials which correspond to the correct fire index number. Furthermore, even if all of the above-mentioned aspects are complied with, the minimum mesh size of 2 x 2 mm must be strictly adhered to.

The use of ceiling structures suitable for smoke detectors does not result in any additional safety measures (installation of smoke detectors).

5. Cumulative areas

Stand structures whose ceiling areas are closer than 1 m from other ceiling structures are deemed to be a cumulative area under fire-safety regulations. Multi-storey areas are also cumulated with each other (please note Point 3. Restriction of ceiling structure areas). If cumulation between different exhibitors proves to be unavoidable, additional costs associated with safety measures cannot be entirely ruled out.

6. Ceiling structure materials

Ceiling structures may only be manufactured using non-combustible or flame-retardant materials (RF1 / RF2) which do not drip or release poisonous gases in the event of a fire.

7. Shell scheme and standard stands

When hiring a type of shell scheme stand with a ceiling structure from Olma Messen St.Gallen's range of stand structures, only ceiling structures are supplied which meet the applicable fire-safety regulations.

APPENDIX 3

Stand erection regulations for exhibitors in Taste Pavilions 4 and 5 at OLMA and OFFA

1. Stand design

1.1. Permit for stand erection

Before beginning erection, the exhibitor is bound to submit the stand design, based on a scale plan or on a model, to trade fair management.

1.2. Demountable stands

The stands must be designed in such a way that they can be dismantled after each trade fair.

1.3. Advice

The trade fair management can, to a limited extent, provide help with advice regarding stand design and erection.

2. Stand design and installations

2.1. Rear and side walls

The stand must be enclosed with clean walls facing neighbours behind and opposite and also on the sides. For this purpose, the exhibitor can at any time order partition walls (2.5 high and 4 cm thick) from trade fair management (see the Exhibitor-Manual for the particular trade fair).

2.2. Ceiling grids and stand covers

¹ Olma Messen St.Gallen provide the exhibitor with a free ceiling grid including covers. It is obligatory to use in these ceiling grids and covers.

² The uniform ceiling grid components are at a height of 3.00 meters from the pavilion floor and cover the exhibitor's entire stand area. The exhibitor may attach lightweight decorations and stand lighting elements to the ceiling grid. (max. total weight: 10kg/m²/divided among several cross-beams). The exhibitor bears full responsibility for the safety of these hangings. Heavier loads may not be attached without the consent of trade fair management. All components fitted by the exhibitor must be completely removed after the trade fair.

³ Trade fair management puts a stand number on the outside of the stand covers. They must not be written on or decorated by the exhibitor.

⁴ In the barbecue area, the trade fair provides extractor units, which are fitted on the pavilion roof. These units are the property of the trade fair, which also maintains them. The extractor hood above the barbecue and the exhaust air connection to the extractor unit is, however, the responsibility of the exhibitor and must be installed in accordance with trade fair management stipulations.

2.3. Connections to services

¹ The stands in the Taste Pavilion may be connected to cold and hot water (including the sewage system), electric power and telephone. The exhibitor may order all the connections in accordance with the Exhibitor-Manual for the particular trade fair.

² After the site for the stand has been allocated, the exhibitor is given a sketch of the site, on which they must mark the locations of the connections which they have ordered. The installations inside the stand are the exhibitor's concern.

2.4. Storage areas

There is only a limited number of storage areas outside the stands. You may order storage areas in accordance with the Exhibitor-Manual.

3. Fire Service safety regulations

3.1. Official leaflet

The "Official leaflet on Fire Service safety regulations" (see Appendix 1) fundamentally also applies to the exhibitors in the Taste Pavilions.

3.2. Regulations of the department for construction permits of St.Gallen (Amt für Baubewilligungen St. Gallen; Abteilung Brandschutz).

It is mandatory that the following regulations of the department for construction permits of St.Gallen (Amt für Baubewilligungen St. Gallen; Abteilung Brandschutz) are also observed:

- On his stand, each exhibitor must have a hand-held fire extinguisher which is both suitable and tested according to the fire classifications (approx. 6 - 9 kg light water or foam (no powder); for cooking areas, grill etc.: 2-3 kg CO₂ hand-held fire extinguisher and fire blanket). If the exhibitor does not have their own fire extinguisher, they can rent one, using the correct order form, or rent it directly from the pavilion supervisor.
- If a tasting counter is incorporated in the design of the stands, the distance between the front edge of the counter and the outside wall of the stand must be at least 50 cm.
- No suspended ceilings are permitted (with the exception of the ceiling grid provided by trade fair management). Low ceilings, which may be erected only with consent previously obtained from trade fair management, require sprinkler and fire alarm protection below them.
- In the case of cooking and grilling areas, special regulations have to be observed, which must be clarified in advance with the department for construction permits of St.Gallen (Amt für Baubewilligungen St. Gallen; Abteilung Brandschutz) (use of fire-resistant materials). In particular, the exhibitor must install a suitable extractor hood above each barbecue.
- If an exhibitor has one or more deep fryers, there must be a fixed fire extinguishing system fitted on each fryer.

4. Other official regulations

4.1. Legal ban on smoking

There is a legal ban on smoking in the Taste Pavilions. The stand personnel must draw the attention of people at fault to it.

4.2. Further regulations

Moreover, the following apply in particular - the legal provisions governing licensed establishments, the dispensing of alcoholic drinks, obligation to declare contents and the provisions of the foodstuffs legislation, the labour courts act, etc. It is the exhibitor/restaurant operator's duty to ensure that these regulations are strictly observed and implemented (see also Section 7.7 of Rules for exhibitors).