

Regulations for Events and Services



1. Scope of Application

¹⁾ The contractual relationship between Olma Messen St.Gallen AG and the customer is based on the rental agreement, the offer, the annex "Additional Services", and these Regulations for Events and Services.

²⁾ The customer's contractual conditions shall apply only with the written consent of Olma Messen St.Gallen AG. If such consent has been given, they shall apply exclusively to the specific order.

2. Conclusion of Contract

The contractual relationship between Olma Messen St.Gallen AG and the customer comes into effect through the mutual signing of the written contract and applies only between the contracting parties. Amendments must be made in writing (cf. Section 16.2).

3. Services of Olma Messen St.Gallen AG

3.1. Content and Scope of Services

The scope of services is described in the contract or in the offer.

3.2. Duty of Care

Olma Messen St.Gallen AG provides the services with due care, taking into account the interests of the customer.

3.3. Legal Admissibility

Olma Messen St.Gallen AG provides only services that are permitted within the legal framework. Unless otherwise agreed in writing, all official permits as well as the protection of the event, its participants and visitors, and third parties shall be the responsibility of the customer.

3.4. Other Service Providers (Third Parties)

¹⁾ The involvement and selection of additional service providers (third-party suppliers, including trades) is decided by Olma Messen St.Gallen AG. It shall take into account the customer's wishes as far as possible.

²⁾ Olma Messen St.Gallen AG concludes contracts with third parties in its own name on behalf of the customer.

3.5. Deadlines and Time Limits

¹⁾ Deadlines and time limits designated as binding may be postponed or extended only by mutual agreement with the contracting parties. This does not apply in cases of force majeure or other circumstances not attributable to Olma Messen St.Gallen AG, which prevent it from providing the service on time.

²⁾ A delay attributable to the customer entitles Olma Messen St.Gallen AG to charge the customer compensation for the additional costs incurred as a result of the delay.

3.6. Change in Scope of Services at the Customer's Request

¹⁾ The customer shall inform Olma Messen St.Gallen AG at an early stage of any requested changes to the agreed content or scope of services.

²⁾ Olma Messen St.Gallen AG shall examine the requests and inform the customer of their feasibility and any consequences. It shall submit an offer for the additional or reduced costs of the feasible, requested changes.

³⁾ Olma Messen St.Gallen AG shall clarify any consequential costs (e.g. possible compensation for already undertaken obligations towards third parties) and shall communicate these to the customer together with the offer for the additional or reduced costs.

⁴⁾ Changes shall only be carried out if the customer confirms in writing to Olma Messen St.Gallen AG acceptance of the offer and any consequential costs.

⁵⁾ The additional costs, consequential costs, and the expenses and outlays already incurred by Olma Messen St.Gallen AG for services provided by third parties shall be payable in full 10 days after the agreement on the change has been concluded.

⁶⁾ If the customer waives the execution of the changes, Olma Messen St.Gallen AG shall be entitled to compensation for the preparation of the requested changes.

3.7. Changes by Olma Messen St.Gallen AG

¹⁾ Olma Messen St.Gallen AG must obtain the customer's consent for any significant changes to the contractually agreed services. A change is considered significant if it expands or reduces the scope of the partial services owed by Olma Messen St.Gallen AG and results in an overall increase or decrease of at least 10% in the agreed partial remuneration (basic rental fee or additional services).

²⁾ If a flat-rate fee has been agreed for the overall service (basic rental fee and additional services), the customer's consent shall result in an adjustment of the relevant partial service.

³⁾ Olma Messen St.Gallen AG is authorised to make minor changes to its services on its own initiative, provided the customer is informed

⁴⁾ Olma Messen St.Gallen AG reserves the right to modify or withhold services due to force majeure or other circumstances beyond its control. In such cases, the customer shall not be entitled to any claims for damages or other compensation.

4. Liability and Insurance

4.1. Customer's Liability

¹⁾ The customer shall be liable to Olma Messen St.Gallen AG and to third parties engaged by it for all damages caused by the customer or their business operations. The customer shall also be jointly and severally liable for any damages caused by its suppliers, exhibitors, partners, etc.

²⁾ The customer, as the organiser (customer / contracting party), shall be liable to Olma Messen St.Gallen AG for all damages and any claims for compensation arising from, suffered by, or asserted by participants in the event.

³⁾ The liability of Olma Messen St.Gallen AG remains subject to Section 4.2 below.

4.2. Liability of Olma Messen St.Gallen AG

Olma Messen St.Gallen AG shall only be liable for damages it causes itself in connection with the contract with the customer, provided such damages result from wilful misconduct or gross negligence. Any further liability is excluded.

4.3. Exclusion of Liability of Olma Messen St.Gallen AG

¹⁾ Olma Messen St.Gallen AG shall not be liable under any circumstances for damage resulting from natural events, accidents, theft, or other types of damage, unless caused by wilful misconduct or gross negligence. The Company shall also not be liable if the event cannot take place due to circumstances beyond its control, including but not limited to the revocation of official permits, unforeseeable economic developments, force majeure, or threats of violence.

²⁾ The customer is responsible for monitoring and safeguarding its own equipment, furnishings, and similar property. Olma Messen St.Gallen AG accepts no liability for the customer's property or that of its employees, suppliers, exhibitors, partners, visitors, or guests, and disclaims all responsibility for loss or damage. This applies for the entire duration from handover to return of the premises, including set-up and dismantling phases.

³⁾ The customer is responsible for the safety of its guests, participants, and partners.

⁴⁾ Olma Messen St.Gallen AG is not liable for any damage (whether personal injury or property damage) arising from the relationship between the customer and event participants (see Section 4.1, para. 2). It is the customer's responsibility to obtain appropriate organiser liability insurance.

⁵⁾ In all cases, any claims for damages of any kind are excluded if the damage arises,

- from the involvement of a specific third party as instructed by the customer, insofar as the damage is attributable to that instruction;
- from instructions issued by the customer despite a warning from Olma Messen St.Gallen AG;
- from services provided by third parties who are contractually bound to the customer;
- from instructions issued directly by the customer to third parties engaged by Olma Messen St.Gallen AG.

⁶⁾ If the person responsible for the damage cannot be clearly identified, or if the customer chooses not to pursue a clearly identifiable responsible party, the customer shall be fully liable for the entire damage.

4.4. Liability Insurance of the Customer

¹⁾ By placing an order with Olma Messen St.Gallen AG, the customer undertakes to take out or extend liability/organiser insurance for the holding of events, including those held outside the company's registered office, with an insurance company operating in Switzerland. This insurance must specifically cover liability for all types of personal injury and property damage. The sum insured for such damages must be at least CHF 5,000,000. Proof of valid insurance coverage, including confirmation of premium payment, must be provided upon first request at any time.

²⁾ If the contract does not include a copy of an insurance policy with appropriate coverage or a corresponding confirmation letter from the liability insurer, Olma Messen St.Gallen AG will take out liability insurance for personal injury and property damage on behalf of the customer. All costs arising therefrom shall be charged in full to the customer.

4.5. Liability Insurance of Olma Messen St.Gallen AG

Olma Messen St.Gallen AG is insured for its own services up to a coverage amount of CHF 10,000,000.

4.6. Recourse Claims by Insurers or Third Parties

If Olma Messen St.Gallen AG is subject to recourse claims by insurers or third parties due to misconduct or liability on the part of the customer, the customer shall fully and unconditionally indemnify Olma Messen St.Gallen AG.

5. Confidentiality

¹⁾ Olma Messen St.Gallen AG and the customer, including their agents and representatives, undertake to treat as confidential all facts arising from or in connection with the contract between them that are neither publicly known nor generally accessible. This obligation of confidentiality applies prior to the conclusion of the contract and remains in force after the contract has ended.

²⁾ This is subject to any legal obligations or official/judicial orders requiring the disclosure of information.

6. Copyrights, Use of Logo, etc.

¹⁾ Copyright to all works created by Olma Messen St.Gallen AG for the customer remains with Olma Messen St.Gallen AG. The right to use such works is limited to the event covered by the contract and shall only be granted to the customer after full payment of the advance remuneration (see Section 10 para. 2 lit. a and b).

²⁾ This is subject to any express written agreement to the contrary between Olma Messen St.Gallen AG and the customer.

7. End of Contract / Termination

The contract between the two parties ends upon full performance. In accordance with the provisions set out in Sections 7.1 to 7.4, it may be cancelled or revoked at any time by either Olma Messen St.Gallen AG or the customer.

7.1 Early Termination

¹⁾ Early terminations must be submitted in writing via e-mail and confirmed by registered letter. Compliance with any applicable deadlines depends on the date the registered letter is received by the recipient.

²⁾ A contractually agreed event that cannot take place or must be cancelled prematurely due to circumstances beyond the control of Olma Messen St.Gallen AG shall also be deemed as early termination by the customer.

³⁾ As soon as Olma Messen St.Gallen AG sends the notice of cancellation, or the customer's registered letter is received, or it is definitively established that the event cannot take place as described in paragraph 2 above, Olma Messen St.Gallen AG will cease all work related to the preparation and execution of the event.

7.2. Cancellation by the Customer

¹⁾ If the customer terminates or cancels the contract prematurely, they shall reimburse Olma Messen St.Gallen AG and any third parties involved for all expenses, disbursements, and/or compensation (e.g. cancellation costs) incurred up to the termination date.

²⁾ In the event of premature cancellation by the customer, the following cancellation fees shall apply:

- a) Up to 6 months before the start of the event:
30% of the agreed basic rental price, including agreed/booked additional services or the agreed lump sum payment.
- b) 6 to 3 months before the start of the event:
80% of the agreed basic rental price, including agreed/booked additional services or the agreed lump sum payment.
- c) Less than 3 months before the start of the event:
100% of the basic rental price, including agreed/booked additional services or the agreed lump sum payment.

³⁾ If the costs arising from additional services or any agreed lump sum payment exceed the cancellation fees stipulated in paragraph 2 above, the customer shall additionally reimburse Olma Messen St.Gallen AG for the

additional costs incurred in connection with the cancellation.

4) Olma Messen St.Gallen AG reserves the right to assert further claims for damages (e.g. due to loss of income) as well as to enforce any other specific contractual agreements.

7.3. Cancellation by Olma Messen St.Gallen AG

1) Olma Messen St.Gallen AG reserves the right to withdraw from the contract if any of the following conditions are met:

- a) The provision of services becomes impossible or unreasonable due to force majeure, fire, illness, labour strikes, energy shortages, or similar circumstances.
- b) The planned event or related preparations pose a risk to public safety and order or may damage the reputation of Olma Messen St.Gallen AG.
- c) A required security deposit is not provided by the specified deadline.
- d) Proof of legally required registrations or authorisations is not provided.

2) If Olma Messen St.Gallen AG exercises its right of cancellation, the customer shall not be entitled to any refunds or claims for damages. Olma Messen St.Gallen AG shall provide justification for the cancellation and, where reasonable, evidence of the grounds for such action.

7.4. Official Requirements / Prohibitions

1) If an official ban is imposed after the conclusion of the contract and the granting of all required permits, and this ban renders the event impossible, the contract shall be deemed void. The customer acknowledges Olma Messen St.Gallen AG's claim for work performed up to that point in support of the event. All other claims by either party shall be deemed void.

2) If official requirements of any kind apply to the event or are imposed after the contract is concluded, any resulting event-specific additional costs shall be borne by the customer, who is also responsible for implementing the required measures, unless Olma Messen St.Gallen AG assumes these tasks, with the customer covering the associated costs.

3) If Olma Messen St.Gallen AG is able and willing to reuse measures, documents, installations, etc., originally prepared for the event, a cost-sharing arrangement shall be agreed upon in advance between the parties.

4) Excluded from this is any compensation for movables or similar items that the customer leaves behind and that Olma Messen St.Gallen AG either takes over or disposes

of at the customer's expense, as invoiced (cf. Section 16, para. 2 above).

8. Compliance with Statutory Provisions

1) Before the beginning of the event, the customer shall, at their own expense, ensure that all required official and non-official permits have been obtained and that all necessary measures have been taken to protect the event, its participants and visitors, as well as third parties. In particular, the customer shall be solely responsible for obtaining the necessary performance rights and for paying the corresponding copyright remuneration directly to the entitled parties (authors, SUISA, Pro Litteris, etc.). Upon first request of Olma Messen St.Gallen AG, the customer must provide proof of the existence of the permits.

2) If a permit essential for the intended event is definitively not granted, both the customer and Olma Messen St.Gallen AG may withdraw from the contract. In such a case, the customer shall have no entitlement to compensation from Olma Messen St.Gallen AG. The cancellation costs shall be governed by Section 7.2 above.

9. Value Added Tax (VAT)

All services provided by Olma Messen St.Gallen AG under this contract are subject to Value Added Tax. This is not included in the prices quoted. VAT will be added to interim and final invoices and listed separately.

10. Terms of Payment

1) All prices are in Swiss francs net, excluding VAT. Invoices must be paid within 30 days of the invoice date.

2) Due dates:

- a) Reservation fee:
Upon signing of the contract, CHF 2,000.00
- b) Base rental price:
60 days prior to the start of construction, 50%
30 days prior to the start of construction, 50%
- c) Additional services:
According to the final invoice after the event

11. Data Protection

Olma Messen St.Gallen AG is entitled to have photographs, films, and drawings produced of events, programme contents, stands, etc., and to use them for its own purposes or for general public relations purposes. The customer waives, also on behalf of its partners, contractors and suppliers, all objections based on copyright.

12. General Terms of Use

12.1 Takeover / Return

The rented objects must be returned to Olma Messen St.Gallen AG in their original condition. Residues such as adhesive tape or dirt caused by the customer, their partners or suppliers must be completely removed. Should cleaning by Olma Messen St.Gallen AG be required, the customer shall be invoiced for the costs based on actual expenditure (see Supplementary Services sheet).

12.2 Parallel Events

With regard to noise emissions, especially during set-up and dismantling, consideration must be given to parallel events. These take precedence over rehearsals and preparatory work.

12.3 Opening and Closing of Halls

The event supervisor opens and closes the halls in accordance with the times agreed in the organisational document. The customer is responsible for ensuring that the event ends on time and that a responsible person is present throughout the entire duration.

12.4 Rest Periods

The statutory rest periods must be observed:

- Quiet hours: 12:00 - 13:30 and 20:00 - 22:00
- Night-time rest: 22:00 - 07:00

Exceptions must be applied for from the trade police of the City of St.Gallen.

12.5 Delivery

Deliveries must be accepted on site in person by the customer or their partners. Olma Messen St.Gallen AG accepts no liability for goods unloaded in the absence of the customer.

Transport drivers must comply with the instructions of Olma Messen St.Gallen AG, the hall managers, the security service, and the traffic police.

12.6 Supervision and Safety Responsibility

The customer is responsible for supervision throughout the entire event and for ensuring the safety of guests, participants, and partners. An event supervisor will handle technical matters, be responsible for building systems, and act as the on-site contact person for the customer.

The customer must appoint a designated safety officer and notify Olma Messen St.Gallen AG accordingly. All necessary permits (e.g. fire safety, trade regulations) and protection concepts (e.g. Covid-19 protocols) must be obtained in good time.

12.7 Technical Connections and Fastenings

Requirements for gas, water, compressed air, communication (internet), and chimney connections, as well as the use of radio frequencies, must be communicated no later than three weeks prior to the start of the event.

Orders for additional connections of any kind not included in the flat-rate rental must follow the specifications outlined in the "Additional Services" supplement.

Attachments to structural supports or the hall's infrastructure may only be installed after consultation with Olma Messen St.Gallen AG. Drilling holes is strictly prohibited.

12.8 Electrical Connections

Single-phase alternating current 230 V, 50 Hz and three-phase current 400 V, 50 Hz with mobile electrical distribution units (product: Gifas) are available on site. For equipment with differing operating voltage or current type, the customer is responsible for making the necessary adjustments.

Any tampering with the electrical wiring, particularly with the Gifas supply lines, is prohibited. The customer or their installer is responsible for all electrical installations from the Gifas connections onwards.

12.9 Fire Alarm System

The halls are equipped with a fire alarm system. Any costs incurred due to false alarms and unnecessary fire brigade call-outs (approx. CHF 1,000.00) will be charged to the customer.

12.10 Smoking

In accordance with cantonal legislation, smoking is prohibited in all publicly accessible areas, including the halls of Olma Messen St.Gallen AG. This regulation also applies to closed and private events. The customer is responsible for ensuring compliance with and enforcement of these legal requirements.

12.11 Installation of Signage

Authorisation from Olma Messen St.Gallen AG is required for all signage and the posting of posters around the exhibition grounds. The fixed poster pillars throughout the Olma Messen St.Gallen AG premises may only be operated by the Allgemeine Plakatgesellschaft St.Gallen (APG). Existing signage and logos of Olma

Messen St.Gallen AG may not be dismantled or covered (e.g. green direction pillars, lecterns, hall pictograms, emergency exits, etc.).

12.12 Printed Matter

When referring to the event venue in advertisements, brochures, catalogues, signage, or when naming the Olma halls, the official logo and signet of Olma Messen St.Gallen AG must be used. These can be obtained from Olma Messen St.Gallen AG. The placement of the logo and signet on printed materials must be approved by Olma Messen St.Gallen AG before the printing order is finalised.

12.13 Floor Loads

The maximum floor loads per m² listed below must under no circumstances be exceeded.

SGKB hall	700 kg/m²
Hall 2.0	1,000 kg/m²
Hall 2.1	600 kg/m²
Hall 3.0	1,000 kg/m²
Hall 3.1	600 kg/m²
Hall 4	2,500 kg/m²
Hall 5	600 kg/m²
Hall 7.0	2,000 kg/m²
Hall 7.1	300 kg/m²
Hall 9.0	700 kg/m²
Hall 9.1A	700 kg/m²
Hall 9.1B	500 kg/m²
Hall 9.2	500 kg/m²

12.14 Customer's Reporting Obligation

The customer must immediately report to Olma Messen St.Gallen AG any defects and unusual occurrences that are not to be remedied by the customer themselves. This also includes defects that are not directly related to the rented hall.

If the customer fails to report or delays the report, they shall be liable for damages. Liability for damages arises only if the customer culpably breaches a reporting obligation arising from the rental agreement in relation to the rented property. Failure to report defects and unusual occurrences that are unrelated to the rented property does not give rise to liability for damages.

12.15 Safety Measures

The customer is responsible for the proper and trouble-free conduct of their event. They must take all necessary safety measures. Upon request, the customer must present and explain their safety plan to Olma Messen St.Gallen AG. Olma Messen St.Gallen AG is entitled to require additional measures in justified cases.

Fire safety measures and regulations as per the General Terms and Conditions (GTC) must be complied with. The fire protection authority shall decide on the necessity of a fire watch (2 persons at the customer's expense). Olma Messen St.Gallen AG is entitled to order a medical post at the customer's expense.

The hall layout is only valid once approved by the fire protection authority.

13. Fire Protection Safety Requirements

1) Events and trade fairs shall be inspected on a random basis by the fire protection authority to verify compliance with applicable fire protection regulations. Authorities must be granted access at any time, and their instructions must be strictly followed.

2) There is no entitlement to the permits required under the following provisions.

13.1. Flammable and Highly Flammable Materials

1) Cladding on walls, ceilings, and decorations may only be made from non-combustible or flame-retardant materials (RF1 or RF2) that do not drip when burning and do not emit toxic gases.

2) Decorations must not compromise the safety of persons or the visibility of emergency signage.

3) Cladding made of solid paper must be treated with a fire-retardant impregnation (e.g. BBT Anti-Flamme fire protection spray) and attached in such a way that it lies flat wherever possible.

4) Deciduous and coniferous trees used for decorative purposes are permitted only in living form. Wood chips and bark mulch must maintain adequate moisture content throughout their entire period of use.

5) Straw is tolerated as bedding in areas used for keeping animals. Hay and straw for feeding or bedding must be supplied directly from storage.

6) Straw and/or hay bales used in exhibition stands for seating or as partitions, etc., must be protected from tampering (e.g. with glass or plexiglass covers).

7) The fire protection authority and the event/trade fair management of Olma Messen St.Gallen AG are entitled at any time to have improperly installed materials removed or to remove them themselves if necessary.

13.2. Storage and Use of Flammable Materials

¹⁾ The storage, keeping, and use of flammable, explosive, and highly combustible substances and goods (e.g. petrol, benzene, acetone, paraffin, heating oil, etc.) is prohibited in the premises of Olma Messen St.Gallen AG.

²⁾ Guideline W12 "Liquefied Gas at Events" is part of the safety measures. In particular, all gas appliances used must be permanently installed (e.g. in vehicles and/or trailers).

13.3. Open Flames

¹⁾ The use of open flames or combustible liquids (e.g. gas and oxygen cylinders) may only be approved for the customer if this is essential for the demonstration of the exhibition goods or the execution of the event, the removal of smoke and exhaust gases is ensured, and no danger to persons, facilities, or property arises from the use. If open flames are to be used, the customer must inform Olma Messen St.Gallen AG in good time and obtain a permit from the Office for Building Permits, Fire Protection Division, which must be submitted to Olma Messen St.Gallen AG unsolicited no later than three days before the start of the event. The conditions stated in the permit must be strictly observed.

²⁾ The use of open lights (candles, lanterns, paraffin and oil lamps, etc.) must be agreed in advance with the project management. In all cases, these must be placed on non-combustible bases and positioned in such a way that they cannot fall over. They must be set up at a sufficient distance from combustible materials. Candles and similar items must never be left to burn unattended.

13.4. Food Trucks / Indoor Cooking Facilities

¹⁾ Indoor approval, operational safety, and leak-tightness of liquefied gas cooking appliances must be demonstrated by a valid inspection sticker (clearly visible on the appliance).

²⁾ Vehicles/indoor cooking facilities using bottled gas must be positioned as close as possible to doors and fire extinguishing equipment.

³⁾ Gas bottle replacement is permitted only under the supervision of the event supervisor from Olma Messen St.Gallen AG.

⁴⁾ All spare gas bottles must be stored outdoors in lockable gas cabinets in accordance with the instructions of Olma Messen St.Gallen AG, and protected from unauthorised access.

⁵⁾ Access to the gas depots is permitted only under the supervision of the event supervisor from Olma Messen St.Gallen AG.

13.5. Use of Pyrotechnics

The use of fireworks and indoor pyrotechnics is subject to authorisation. If required, Olma Messen St.Gallen AG must be notified in good time. The customer must then submit a corresponding application for authorisation to the Office for Building Permits, Fire Protection Department, and present the approved permit to Olma Messen St.Gallen AG no later than three days before the start of the event. All conditions set out in the permit must be strictly observed.

13.6. Alarm and Fire-Fighting Equipment

¹⁾ Fire detection, alarm, and extinguishing systems must remain freely accessible at all times. Their effectiveness, accessibility, and visibility must not be compromised under any circumstances.

²⁾ Emergency exits, escape routes, staircases, passageways, etc., must always be kept completely clear. Vehicles parked illegally will be towed away at the owner's expense.

13.7. Exceptions and Conditions

In special cases, the Fire Protection Department of the Building Permit Office may grant exceptions, impose conditions, or order additional safety measures. Such instructions must be strictly followed.

14. Accessibility

The SGKB Hall includes two visitor information rooms equipped with service windows. If one or both rooms are used as public information points during an event, service must be provided in accordance with SIA Standard 500, Article 7.4. This means that information for visitors with disabilities must be provided personally in the foyer in front of the service window. The same applies if a temporary, independent information point is set up in addition to the information rooms.

15. Catering

¹⁾ Sântis Gastronomie AG is the exclusive catering partner of Olma Messen St.Gallen AG and is responsible for catering services across the entire Olma premises. The customer, its sponsors, and exhibitors must use Sântis Gastronomie AG for all catering requirements

²⁾ Brauerei Schützengarten AG, St.Gallen, holds the exclusive right to supply beer for events across the Olma premises. The customer is obliged to use Schützengarten beer brands and may not serve any other beer without the prior written authorisation of Olma Messen St.Gallen AG.

16. Parking

¹⁾ Parking services are managed by Olma Messen St.Gallen AG. All parking revenue remains with Olma Messen St.Gallen AG. Parking is subject to a fee for both visitors and exhibitors. The customer determines the payment options (e.g. season ticket, day permit, flat fee). Parking facilities may also be used by additional, concurrent events.

²⁾ Olma Messen St.Gallen AG accepts no liability for any damage sustained by users in the rented parking spaces.

17. Return of Rented Equipment and Materials

¹⁾ All furnishings and materials rented by the customer from Olma Messen St.Gallen AG must be returned in proper condition—cleaned and fully functional. Any costs incurred by Olma Messen St.Gallen AG for cleaning, repairs, delayed returns, or restoring the items to good condition will be charged to the customer.

²⁾ Any decoration materials, design elements, furniture, equipment, structures, etc., brought in by the customer for the event but left behind after dismantling, shall become the property of Olma Messen St.Gallen AG upon completion of the dismantling. Olma Messen St.Gallen AG reserves the right to dispose of these items at its own discretion. If disposal is required, the customer will be invoiced for the related costs.

18. Final Provisions

18.1. Relationship between Olma Messen St.Gallen AG and the customer

The relationship between Olma Messen St.Gallen AG and the customer is purely contractual and does not constitute a partnership or any other corporate relationship. By signing the contract, the parties do not intend to establish a simple partnership or any similar legal entity.

18.2. Written Form

Any agreements that deviate from these provisions or the contract and its components are valid only if confirmed in writing by Olma Messen St.Gallen AG (cf. Art. 16, 12, and 13 of the Swiss Code of Obligations).

18.3. Amendments to the Regulations and Other Agreements

¹⁾ The contractual relationship between the customer and Olma Messen St.Gallen AG shall be governed by the version of the Regulations for Events and Services valid at the time of signing the contract.

²⁾ Olma Messen St.Gallen AG may amend or supplement the Regulations for Events and Services at any time for

the benefit of the customer. The customer will be duly informed of such changes.

Any other amendments or additions to the agreements, including the Regulations for Events and Services between Olma Messen St.Gallen AG and the customer, shall require prior agreement and must be made in writing to be valid (see Section 16.2).

18.4. Severability Clause

Should individual provisions of the overall agreements, including these Regulations for Events and Services, between Olma Messen St.Gallen AG and the customer be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In such a case, the parties shall agree on a valid provision that most closely reflects the economic intent of the invalid provision.

18.5. Governing Law and Jurisdiction

¹⁾ The contractual relationship between Olma Messen St.Gallen AG and the customer shall be governed exclusively by Swiss law, excluding the provisions of private international law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG; SR 0.221.211.1).

Place of jurisdiction: St.Gallen