



GENERAL TERMS AND CONDITIONS OF SALES AND RENTAL SERVICES AT PALEXPO

Contents	Page
1. “Shop on-line”	1
2. Services available via the “Shop on-line”	1
3. Exclusivity	1
4. “Shop on-line” orders / contract	1
5. Orders without the “ Shop on-line” / contract	1
6. Order details	1
7. Rescission / Order cancellation	2
8. Order deadlines / Rates	2
9. On-line payments	2
10. On-line payment security	2
11. Invoices	2
11.1 Invoicing by PALEXPO	2
11.2 Invoicing by the Event Organiser	2
12. Compliance with terms of payment	2
13. Value Added Tax (VAT)	3
14. Personal data / Statistics	3
15. Intellectual property	3
16. Liability of PALEXPO	3
17. Client liability	3
18. Amendments to these CGVLP	3
19. Complaints	4
20. Jurisdiction and applicable law	4

GENERAL TERMS AND CONDITIONS OF SALES- AND RENTAL SERVICES AT PALEXPO (hereinafter "CGVLP")

PALEXPO SA is the owner, the manager and the operator of the Exhibition and Congress Centre of Geneva/ Grand-Saconnex. PALEXPO SA fulfils its obligations and acts under the name of PALEXPO, the corporate identity of PALEXPO.

The Clients (event organizers, exhibitors, etc.) of PALEXPO shall observe, and cause their subcontractors to observe, the following General Sales Terms and Conditions of PALEXPO (**hereinafter "CGVLP"**).

1. "SHOP ON-LINE"

PALEXPO administers the sale of certain of its services (see Article 2 CGVLP) under the designation "Shop on-line" on the website at gponline.ch, accessible via www.gponline.ch.

The use of the Shop on-line requires the Client to first register with PALEXPO or with the Organizer to obtain a username (hereafter "login") and password

2. SERVICES AVAILABLE VIA THE "SHOP ON-LINE"

The list and nature of the services available via the Shop on-line are determined by PALEXPO.

Certain services are available only on the basis of an estimate and cannot be ordered via the Shop on-line.

3. EXCLUSIVITY

The following services are to be ordered exclusively from PALEXPO:

- a) Connections to the PALEXPO networks (electricity, fresh water and waste water, air-conditioning, compressed air, telephone, telecommunications, data processing, Internet, radio/TV network);
- b) Work related to the buildings: rigging from the roof structure, darkening of the halls, use of the roof (installing antennae), etc.;
- c) Traffic and parking: supply of parking permits (cars, trucks, delivery vehicles) and access to PALEXPO (minibuses and limousines);
- d) Ventilation, cooling and/or additional heating of the premises.

Clients must respect the exclusivity contracts concluded by PALEXPO with specific service suppliers and contractors. The following services must be ordered exclusively from such suppliers and service providers:

- a) The operation of the "fixed" catering facilities, that is of the existing permanent bars and restaurants as well as the congress centre, is to be conducted by the official PALEXPO catering operator;
- b) The operation of the "mobile" catering facilities, that is the creation of restaurants and bars which are temporarily erected within the halls or elsewhere on the PALEXPO site, the delivery of food and beverages to stands (catering services), the creation of restaurant stands etc, is to be conducted by PALEXPO's approved catering partners;
- c) Automatic banking facilities;
- d) Fixed and mobile advertising areas outside and inside the building, including their contents which may not be removed or concealed;
- e) Handling, loading and unloading, as well as rental of the necessary handling equipment.

4. "SHOP ON-LINE" ORDERS / CONTRACT

The Client may prepare an order as a draft ("draft order") and modify it at any time. This draft order will not be deemed a final order until it has been recognized as such by the Client ("confirmed order").

The services offered by the Shop on-line merely constitute an invitation to submit a proposal. This proposal is not binding.

A final order ("confirmed order") placed by the client via the Shop on-line constitutes a firm order placed with PALEXPO. This order will not become binding until it has been accepted by PALEXPO. Acceptance is understood to be the order acknowledgment by an PALEXPO employee, billing or supply of services, or delivery of the product.

The automated online order confirmation sent to and received by the Client as an e-mail message does not constitute acceptance but is merely intended as a summary of the order.

5. ORDERS WITHOUT THE "SHOP ON-LINE" / CONTRACT

Orders other than those placed via the Shop on-line (i.e by fax, e-mail, post, etc.) and deemed to be incomplete, cannot be processed. PALEXPO shall notify the Client by phone or in writing.

The procedure for concluding a contract is identical to that for Shop on-line orders.

If the Client completes a paper order form, it must clearly list the following information:

- a) Stand name and number
- b) Name and address of company responsible for payment. **No modification of the billing address will be accepted after receipt of the order form.**
- c) Date and signature.

6. ORDER DETAILS

By placing an order either through the Shop on-line or outside it,

- a) The Client certifies that the information provided is precise and correct, especially with regard to technical orders;
- b) The Client accepts and agrees to abide by the Terms and Conditions of PALEXPO as well as the Rules & Regulations related to the order forms.

If required, the order must be accompanied by a sketch or plan indicating hook-up location(s) and be sent by post or e-mail to PALEXPO as soon as possible.

Any missing information, error or subsequent modification may be subject to additional charges and billed to the Client.

See also Article 7 CGVLP in the event of order cancellation.

7. RESCISSION / ORDER CANCELLATION

Every client is entitled to rescind the contract within 7 days but only if:

- a) the services sold do not match their description previously made available
- b) the descriptions contain erroneous information
- c) the order placed by the Client contains an error.

Beyond the grace period, any order cancellation shall be charged CHF 100.- (plus VAT) for administrative expenses. In addition, any expenses actually incurred shall be billed to the Client.

For any modifications to the order, please see Article 6 CGVLP.

8. ORDER DEADLINES / RATES

When returning their orders, Clients are advised to observe the deadlines listed in the Shop on-line and/or the order forms.

The rates charged for ordered services may vary based on the following:

- a) Orders received before the indicated deadline may benefit from preferential rates.
- b) Subsequent to this date and before the first day of build-up, orders and order changes are subject to standard rates.
- c) Orders and order changes received after the first day of build-up are subject to a surcharge; in addition, their installation can no longer be guaranteed.

All rates for services shown in the Shop on-line include VAT but do not include shipping or packing (see Article 13 CGVLP). Exceptions are listed separately.

Rates are subject to change, due in particular to an increase in VAT rates or the price of materials.

9. ON-LINE PAYMENTS

For selected events Clients may not only order but also pay for certain services directly via the Shop on-line.

Payment is by credit card: the American Express, Visa, MasterCard/Eurocard. Please indicate card number and expiry date on the order acknowledgment.

10. ON-LINE PAYMENT SECURITY

PALEXPO's Shop on-line benefits from an effective security system.

Online payments are made in compliance with the General Terms and Conditions of PALEXPO's payment system vendor. All information is protected and encrypted prior to transmission to the processing center. The SSL (Secure Sockets Layer) encryption protocol optimizes security when transmitting sensitive data linked to methods of payment.

PALEXPO has no access to any confidential information related to the method of payment. Clients are therefore prompted to indicate bank details with each new order.

In fact, the PALEXPO vendor alone has access to confidential information (card number, date of validity) which is not available to any third party.

No more than one payment will be authorized for each order.

Regardless of mode of payment, payment must be made in the name of the Client who ordered the services, unless otherwise agreed by PALEXPO.

The Client's credit card will be charged at the time of the order. The order shall be deemed paid upon acceptance of the payment by the credit card issuer. In the event that the transaction is denied, the order will be cancelled.

11. INVOICES

Services ordered from PALEXPO without online payment, will be invoiced either by PALEXPO or by the Event Organiser.

11.1 Invoicing by PALEXPO

The invoices sent out by PALEXPO are due and payable in full, net upon receipt.

The billing system is made up of one or more partial invoices (instalments) prepared by PALEXPO before, during, and after the event, and one final summary invoice. Each partial invoice lists the provisional status of the orders. The final invoice corresponds to the actual status of the services rendered and concludes the billing process.

Payments must be made in the currency of the invoice, that is either in Swiss francs (CHF) or in Euros (€), and by:

- a) bank transfer to the bank account(s) of PALEXPO listed on the invoice;
- b) credit card: American Express, Visa, MasterCard/Eurocard.

Please indicate the card number, date of expiry, security code, name of cardholder and the amount to be debited.

11.2 Invoicing by the Event Organiser

Invoices raised by the Organiser depend upon his invoicing system.

Payments must be made in the currency of the invoice, that is either in Swiss francs (CHF) or in Euros (€) and by:

- a) bank transfer to the Organiser's bank account(s);
- b) credit card, if this payment method is accepted by the Organiser.

12. COMPLIANCE WITH TERMS OF PAYMENT

PALEXPO is entitled to suspend without notice the performance of any of its obligations in the event of non-payment by the due date. Unless payment is received by the due date, the ordered services will not be provided or the removal of merchandise following the end of the event will not be permitted.

Services ordered on-site must be paid for immediately.

Reminders will be billed at CHF 20.00 per reminder. In addition, an interest penalty of 5% per annum may be applied without prior notice.

In the event of non-payment of an amount due by a subcontractor (stand builder, suppliers, etc.) appointed by the stand holder, the latter shall pay the expenses related to the services ordered on his behalf and provided by PALEXPO and/or its partners within the context of the event.

If the stand holder wishes to have each order of his subcontractors countersigned by him, he must notify his subcontractors and PALEXPO accordingly. In this case, no order from any of the stand holder's subcontractors shall be carried out by PALEXPO personnel without the signature of the stand holder.

13. VALUE ADDED TAX (VAT)

The services provided by PALEXPO to its clients are subject to VAT, subject to unless an exemption is granted by virtue of Articles 143 to 150 of the Federal Law governing Value Added Tax of 27 November 2009. Services provided to a Client domiciled outside Switzerland are also subject to VAT, the place of execution of the service (Switzerland) being decisive by virtue of Article 8 al.2, let.B of the Federal Law governing VAT of 12 June 2009. Nevertheless However, under certain conditions, a Client based outside Switzerland has the possibility of requesting a VAT refund.

Any change in the VAT rate may have immediate repercussions on our prices.

14. PERSONAL DATA / STATISTICS

PALEXPO shall not disclose to any third party the information provided by its Clients on its Shop on-line except to partners duly approved by PALEXPO. This information is confidential and shall be used by its employees solely to process orders, to consolidate and personalize communication especially by information letter or e-mail, as well as in efforts to customize the site, based on the preferences expressed by its client users.

In other words, PALEXPO does not sell, market or rent to third parties any of the information pertaining to its Clients. PALEXPO reserves the right to do so in the future, in direct relation to the performance of contracts concluded by PALEXPO with its Clients.

In the event of assignment or use of data of a personal nature by third parties, PALEXPO shall notify its Clients in advance to allow them to exercise their right of opposition.

PALEXPO may also provide trusted third parties with consolidated statistics related to its Clients and to information on the Shop on-line. However, such statistics shall under no circumstances contain any personal data.

Pursuant to the Federal Privacy Act of June 19, 1992 (LPD - RS 235.1), Clients have the right to access, modify, rectify and delete personal data concerning them by sending such a request to PALEXPO (indicating e-mail address, last and first names, postal address), by visiting the PALEXPO website at www.palexpo.ch under "Ask your question" or by post to the following address:

PALEXPO SA

Route François-Peyrot 30
P.O. Box 112
CH - 1218 GRAND-SACONNEX

15. INTELLECTUAL PROPERTY

All texts, commentaries, works, illustrations and images, whether visual or sound, reproduced on the gponline.ch website are protected by copyright, trademark rights, patent rights and image rights for the whole world.

They are wholly owned by PALEXPO.

As such and pursuant to the provisions set forth by law, only private use is authorized, subject to differing or more restrictive provisions of intellectual property legislation.

Any hypertext link to the Internet sites of the gponline.ch domain through framing or deep linking without the prior consent of PALEXPO shall be prohibited. Any link, even if tacitly authorized, must be removed immediately upon simple request by PALEXPO.

Unless authorized previously by PALEXPO, any other use shall be deemed unlawful and subject to sanctions pursuant to intellectual property legislation.

The reproduction in whole or in part of PALEXPO's services catalog is strictly prohibited.

16. LIABILITY OF PALEXPO

The description, information, comments, photos (if any) or other illustrations, whether visual or sound, mentioned for each service on the websites of the gponline.ch domain are those provided by PALEXPO to its Clients. They are provided for informational purposes only and are not binding.

Accordingly, PALEXPO shall not be held liable for any errors it may contain. PALEXPO shall use its best efforts to correct the errors or omissions as soon as possible after notification by its Clients.

In any event, the responsibility of PALEXPO shall be limited to the amount of the order and shall not be assumed for simple errors or omissions that may have subsisted despite the precautions it has taken in presenting its services.

PALEXPO shall not be held liable for any loss or damage, whether material, immaterial or corporal, which may result from a poor functioning or inadequate use of the Shop on-line.

PALEXPO shall not be held liable for the non-execution of the order in the event of insufficient inventory or unavailable services, force majeure or for any unforeseeable political, economic or public health events.

Similarly, PALEXPO shall not be held liable for the inconvenience or damage related to the use of the Internet such as service interruption, the presence of IT viruses, exterior intrusions or, more generally, for any other events deemed as force majeure by the courts.

17. CLIENT LIABILITY

Clients who have received a login and password shall be solely liable to PALEXPO for using the Shop on-line on their own behalf as well as on behalf of third parties appointed by them.

Any fraudulent use of the Shop on-line or any use in violation of these Terms and Conditions by the Client or by any third party appointed by the Client may result in the permanent denial of access to PALEXPO's Shop on-line.

18. AMENDMENTS TO THESE CGVLP

PALEXPO reserves the right to modify its Terms and Conditions at any time. The Client will be notified of any such new version of the Terms and Conditions.

GENERAL TERMS AND CONDITIONS OF SALES AND RENTAL SERVICES AT PALEXPO

Clients who do not wish their contractual relationship governed by the revised Terms and Conditions shall notify PALEXPO. In such an event, the Client shall cease to utilize the services and the Shop on-line of PALEXPO from the date on which the revised version is to take effect.

In the event that any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions shall continue to be binding.

19. COMPLAINTS

Any complaints in connection with the Shop on-line or with the services provided must be filed immediately with PALEXPO prior to or at the latest during the event.

No complaint of this type will be considered after the closing of the event has closed.

Any dispute regarding invoicing must be made within no more than 30 days following the date of the invoice, raised either by PALEXPO or the event Organiser.

20. JURISDICTION AND APPLICABLE LAW

In the event of a dispute, the Client shall first contact PALEXPO to reach an amicable solution.

For any litigation in respect of the present CGVLP which cannot be settled amicably, the parties acknowledge the exclusive competence of the courts of the Republic and Canton of Geneva, subject to an appeal to the Federal Court.

Swiss Law alone is applicable.

The French version of these CGVLP is the authentic legal text.