

General Terms and Conditions of Andreas Messerli AG

Version July 2010

1. Coming into effect and scope

As of 1 July 2010 all our services including, in particular, the design, planning, creation, production, supply and transportation, installation, cession of right of use, dismantling, return shipments, etc. of elements and building systems for stand constructions at exhibitions, fairs and events, consultation and organization, etc. in this connection, as well as agreements between Andreas Messerli AG (hereinafter referred to as Messerli) and their customers shall exclusively be subject to the General Terms and Conditions, unless expressly agreed otherwise in written agreements. Terms and conditions of customers shall not become part of any agreement and shall not be effective. Where offers of Messerli differ from these General Terms and Conditions, such offers shall have priority.

2. Offers by Messerli, signing of agreement

- 2.1 Our offers shall be valid for 30 days from the date of the offer. Messerli also reserves the right to revoke any offer not accepted as yet at any time with immediate effect, where Messerli is of the opinion that an on-time implementation of the order is no longer possible due to the required lead time.
- 2.2 Offers shall only be valid for addressees.
- 2.3 Messerli offers can be informally accepted by the customer, in particular, also verbally. Upon acceptance of the offer by the customer, the agreement between Messerli and the customer shall become legally binding and the customer shall also accept these General Terms and Conditions. Messerli shall confirm acceptance of the offer by issuing a written order confirmation. The customer must inform Messerli immediately of any discrepancies in the order confirmation. Any changes or cancellations at a later stage are no longer possible or will attract additional costs.

3. Prices, price lists and information

- 3.1 Prices specified by Messerli shall be in Swiss Francs unless stated otherwise.
- 3.2 Costs of taxes (incl. VAT) fees and levies of any kind shall be borne by the Client.
- 3.3 General price lists, i.e. Messerli price lists and price information not issued for one or several addressees, including price information on the Internet, are guide values and do not constitute an offer in the sense of section 2 of these General Terms and Conditions. Messerli reserves the right to change such price lists and information at any time.

4. Conditions and terms of payment, liability of representative

- 4.1 Unless agreed otherwise, 60% of the amount of the contract shall be invoiced upon order placement (if due) and 40% after the exhibition (30 days net).
- 4.2 Messerli shall only be obliged to provide its services if the 60% downpayment has been received on time. This means that the elements and construction systems provided to the customer for use as specified in the order confirmation (hereinafter referred to as objects of the agreement), shall only be definitively reserved upon on-time payment of this amount. Otherwise Messerli shall be expressly entitled to dispose freely of the objects of the agreement (in particular, offer them to third parties), without having to pay any damages. Unless specified otherwise by Messerli (in particular in the order confirmation), the prepayment or downpayment shall be due and payable immediately upon acceptance of the offer by the customer.
- 4.3 Subject to the above provision concerning prepayments and downpayments, invoices shall be due and payable within 30 days from the date of invoice without any deductions.
- 4.4 Messerli shall generally issue its final invoice after return of the objects of the agreement or after having provided other services, but can also issue this invoice at an earlier point in time.
- 4.5 Payments by the customer must be made in cash, by bank cheque (with bank cheques only being regarded as payment once the amount has been credited to our account), bank transfer or credit card. Messerli neither accepts bills of exchange nor other unusual means of payment. Messerli can at all times insist on other terms of payment. Any costs resulting therefrom shall be borne by the customer.
- 4.6 Messerli shall determine which outstanding accounts have been settled by the payment(s) of the customer.
- 4.7 Messerli shall accept no liability for delays in performance arising from the customer's non-compliance with the terms of payment.
- 4.8 Where an order is placed by a person acting as a representative for a third party, this person shall be jointly held liable together with the third party for any Messerli claims resulting from this order.

5. Default and collection

- 5.1 Upon expiration of the aforementioned payment periods the customer shall be in default of payment. 6 % default interest shall be payable from this point in time.
- 5.2 In addition, the customer shall reimburse Messerli for costs arising from Messerli for collecting the outstanding amounts, including solicitor and court costs.
- 5.3 The defaulting of the customer shall also entitle Messerli to stop providing all further services, terminate the agreement, and request the return or collect any objects of the agreement without delay and immediately terminate any respective agreements without further formalities and to claim damages. Any prepayments, downpayments or partial payments already made by the customer and which exceed damages claimed by Messerli shall be retained as penalty.

6. Contents and scope of services, deadlines and schedules for providing the services

- 6.1 The contents and scope of services to be provided by Messerli are stated in the order confirmation. Any additional services provided by Messerli shall also be invoiced for (in the final or in a separate invoice). The scope of performance shall expressly not include the installation of exhibits, stand cleaning and security, suspended ceilings, forklift truck charges and fees for empty containers, preparation, touching up and paintwork (refurbishment) of stored customer material, disposal costs or services relating to the technical installation by the exhibition management and respective applications. In case of multiple-storey constructions, the following costs shall be excluded: installation of fire detection and sprinkler systems, approval procedures with the respective Planning Authorities, test reports on static calculations by an independent office for structural design as well as conversions where local circumstances do not correspond to the design specifications.
- 6.2 Deadlines and schedules for providing the services, in particular for hand-over of the objects of the agreement, shall only be binding for Messerli, if confirmed in writing. Compliance with such deadlines and schedules shall be subject to the on-time dispositions by the customer required for the provision of the services. In particular where the customer has not obtained (on time) the required official or other formalities, has not made prepayments or downpayments (on time) or has not provided technical or other information required by Messerli (on time), Messerli does not default on its services. In addition, deadlines and schedules agreed for the provision of services by Messerli shall be extended by an appropriate period in such cases.

7. Full liability of customer in case of subsequent cancellation

Where the customer does not make use of his contractually agreed right of use of the objects of the agreement (cancellation), he shall still be obliged to pay the full contractual price, irrespective of the reason and time of cancellation.

8. Obligations of customer in connection with the objects of the agreement

- 8.1 The customer shall treat the objects of the agreement entrusted to him up to their dismantling and return by Messerli with all due care and diligence and protect them against damage and theft. He must ensure at all times that the objects of the agreement are not exposed to any adverse weather conditions.
- 8.2 By accepting the offer, the customer confirms that he has insured all transferred objects against damage and loss at replacement value. The customer shall be fully liable in case of damage and/or loss of the objects of the agreement or parts thereof up to their return to Messerli and even if he is not at fault.
- 8.3 The customer shall pay damages for any wear exceeding the contractually agreed amount. No changes may be made to the objects of the agreement. Costs for a respective reinstatement of the original condition shall be charged to the customer.
- 8.4 Removal or covering of lettering or logos on the objects of the agreement is prohibited.
- 8.5 The transfer or further objects of the agreement, in particular, subletting to third parties shall also be forbidden.

9. Ownership, prohibition of disposal of objects of the agreement

- 9.1 Ownership of all objects of the agreement shall remain with Messerli or where such objects are obtained by Messerli from third parties for use by the customer, with the respective third party. The customer shall under no circumstances become the owner of the objects of the agreement, unless where such objects are explicitly declared as purchase elements in the order confirmation. The purchase elements shall, in any case, remain the property of Messerli until receipt of full payment.
- 9.2 The customer may in no way dispose legally or de facto of the objects of the agreement, in particular not through their sale, assignment as security, pledging or any other charges. Any such orders against Messerli shall be ineffective. The customer shall be invoiced for any costs of intervention measures for protecting the rights of Messerli or for remedying any damage resulting from such order proceedings.

10. Return of objects of the agreement

- 10.1 Upon return of the objects of the agreement, these shall be checked by Messerli and the customer shall be informed of any defects for which he has to accept responsibility within an appropriate period. Where defects are detected at a later stage by Messerli that could not be detected during usual examination, Messerli shall also be entitled to inform the customer at a later stage.
- 10.2 Where Messerli leaves the objects of the agreement with the customer after expiration of the agreed period of use, either on request of the customer or for other reasons, the customer shall not be entitled to derive any rights therefrom and in particularly no assignment right for a longer or indefinite period. In this case, Messerli shall be entitled to ask for the return of the respective objects of the agreement at any time and with immediate effect or to collect these or have these collected. Any costs arising therefrom shall be borne by the customer where services by Messerli exceed the originally agreed scope of performance.

11. Transportation, risk, liability and compliance with control regulations

- 11.1 Transportation of the objects of the agreement to and from the place of use agreed with the customer shall be handled or organized by Messerli.
- 11.2 The customer shall bear any risk for loss, destruction and damage and shall be General Terms and Conditions of Andreas Messerli AG Version July 2010 liable for the objects of the agreement as soon as they have been handed over to him by Messerli and until they have been taken back by Messerli.
- 11.3 Unless stated otherwise in the respective applicable law, the customer shall in all cases be solely responsible for complying with all export, import, transit and control regulations and formalities.
- 11.4 Where Messerli also handles the transportation of objects other than the objects of the agreement, in particular objects belonging to the customer (i.e. exhibits or customer material), Messerli shall be reimbursed separately for this service. The full risk of loss, destruction and damage as well as the liability for and in connection with such (an) object(s), lies and shall remain at any time with the customer. Messerli shall also not accept any liability for the delayed arrival of such objects.

12. Handling and storage of customer material

- 12.1 Where requested by the customer, Messerli shall handle existing and stored customer material against payment. The full risk of loss, destruction and damage as well as the liability for and in connection with such (an) object(s), lies and shall remain at any time with the customer.
- 12.2 The customer must inform Messerli in writing where the customer's material is to be stored by Messerli after the exhibition. This notification must be received at least three days prior to the end of the exhibition. Where no such notification is received, the customer material shall be disposed of by Messerli at the cost of the customer.
- 12.3 Any storage costs shall be invoiced to the customer every six months, based on the valid storage tariff per cubic meter. Any handling costs for moving the customer's goods into and out of the storage shall be included in the final invoice at cost. The full risk of loss, destruction and damage as well as the liability for and in connection with the stored customer material, lies and shall remain with the customer at all times.

13. Warranty, inspection, notification and removal of defects

- 13.1 Prior to their transfer, the objects of the agreement have been inspected by Messerli and are in the required condition.
- 13.2 The customer shall inspect the objects of the agreement immediately or after the transfer (or, in case of assembly or installation carried out by or for Messerli, directly after completion of this work). The obligation of immediate inspection shall also apply to all other services of Messerli. Where the customer is of the opinion that the objects of the agreement are not in the condition contractually agreed or that another performance of Messerli does in any way not comply with the stipulations of the agreement, the customer shall, inform Messerli immediately after inspection, as specified above, providing detailed information about the reasons in writing.
- 13.3 If the customer does not notify Messerli or signs a handover report without reservation, the objects of the agreement and other services of Messerli are deemed to have been accepted without reservation. Any complaints made at a later stage cannot be accepted.
- 13.4 Defects that are hidden or only become apparent during the period of use, are not foreseeable for Messerli; the customer shall therefore expressly waive any such guarantee claims, as far as this is legally permitted.
- 13.5 Any defects pointed out in time shall be remedied by Messerli, provided that Messerli accepts that the objects are defective. Messerli shall be free to choose in which way and by which means the defects are removed. Messerli shall, in particular, be free to choose whether to repair or replace defective objects of the agreement. Once the defects have been remedied, the aforementioned obligation to inspect the objects of the agreement and notify Messerli of any defects as regards the affected objects of the agreement and other services, shall apply again.
- 13.6 Any other warranty as regards facts or rights shall be excluded, as far as legally permitted.
- 13.7 The customer shall forfeit all warranty or damage claims
 - a) if the objects of the agreement or parts thereof are not used, applied or deployed correctly;
 - b) if a defect has been caused by incorrect or incomplete instructions, directions, information or facts, etc. provided by the customer;
 - c) if the customer does not follow the instructions of Messerli as regards the treatment and handling of the objects of the agreement or he himself causes a defect or damage in any other way;
 - d) if the defect has been caused by force or actions of a third party (e.g. accident);
 - e) if the objects of the agreement or parts thereof are not installed by Messerli or by experts authorized by Messerli.
- 13.8 Messerli does, in particular, not guaranty or promise the success of the customer and/or any success to the customer, in particular also not any commercial success. Any liability of Messerli to such an extent shall also be excluded.

14. Exclusion or limitation of liability

- 14.1 Any liability of Messerli for any material damage or personal injury of any type incurred by the customer or third parties shall be excluded, as far as legally permissible.
- 14.2 In this respect it shall be immaterial, whether the damage is indirect or direct. Messerli's liability shall, in particular be excluded in case of production downtime, loss of earnings, loss of use, loss of orders, financial losses and losses from delayed or interrupted installation, loss of contracts, consequential damage or third-party claims against the customer or for any indirect or direct damage.

- 14.3 Also particularly excluded shall be any liability of Messerli for damage caused by
 - a) incorrect or improper use of the objects of the agreement or parts thereof;
 - b) incorrect or incomplete instructions, directions, information and stated facts, etc. of the customer;
 - c) instructions of Messerli not being observed or damage being caused by the customer himself or a third party in another way;
 - d) actions of third parties, Act of God or force (e.g. accident);
 - d) the objects of the agreement or parts thereof not having been installed by Messerli or experts authorized by Messerli.
- 14.4 Messerli shall only be liable for any delay, where such a delay is caused by the intentional or grossly negligent conduct of Messerli.
- 14.5 Any amounts of claims for damages shall in any case be limited to the value of the agreement.
- 14.6 Messerli shall also under no circumstance be liable for any actions or omissions of support staff or third parties commissioned by Messerli.

15. Licenses, concessions, approvals and fees in connection with fairs, exhibitions, events and similar

- 15.1 The customer himself shall be responsible for obtaining and paying for any performance and other licenses and/or intellectual property rights, concessions, approvals or similar and any fees, in particular those of royalties companies (SUISA, Pro Litteris etc.) and any clarifications in connection therewith.
- 15.2 The customer shall also be responsible and pay for the compliance with all (other) administrative requirements, in particular for any required residence and work permits.

16. Copyright

All documents provided to the customer/hiring party, such as pictures, plans, drawings, forms and layouts are property of Messerli and shall be subject to copyright. Such documents may not be passed on to third parties, copied or implemented unless written permission has been obtained from Messerli.

17. Confidentiality / secrecy / information obligations

- 17.1 The customer shall - even after business relations have come to an end - keep details of his business relations with Messerli and any business secrets confidential. The customer shall ensure that this obligation is also observed by his departments, employees and any involved third parties. Offers as well as any plans, designs or similar by Messerli shall, in particular, be confidential. Any infringement of this obligation shall entitle Messerli to claim damages and terminate the agreement with immediate effect.
- 17.2 The customer shall inform Messerli immediately in writing where any objects belonging to Messerli are, impounded, retained, seized, etc. or where an application for bankruptcy proceedings has been made. The customer must also inform the respective debt collection and bankruptcy agencies that Messerli is the owner of the objects in question.

18. Act of God

In case of Act of God, Messerli shall be entitled to delay the provision of its services for the duration of the impediment followed by an appropriate start-up time or to cancel (the unfulfilled part) of the agreement. Act of God shall include incidents making it considerably more difficult or impossible for Messerli to provide its services, such as war, unrests, lightning strikes, operational interruptions, strikes, energy or raw material shortages, lockouts, traffic obstructions, delayed or lost means of transportation and public authority orders, etc. The customer can ask Messerli to state whether Messerli will be able to provide its services within an appropriate period. Where Messerli does not provide its performance in this stated period, the customer may terminate the agreement.

19. Various regulations

- 19.1 The customer shall not be allowed to offset any receivables from Messerli against any receivables due to Messerli.
- 19.2 The customer may not pass on any claims against Messerli to third parties.
- 19.3 Messerli may use subcontractors to provide its services.
- 19.4 Messerli shall be entitled to change these General Terms and Conditions at any time. The new General Terms and Conditions shall apply as of the date stated therein for all Messerli services and agreements between Messerli and the customer.
- 19.5 In case of differences between different language versions of these General Terms and Conditions, the German version shall be decisive.
- 19.6 In the event of provisions of these General Terms and Conditions being or becoming fully or partially ineffective, this shall not affect the effectiveness of the other provisions. The omitted provision shall be replaced by a new provision, closest fulfilling the economic purpose of the original provision. The same shall apply in the event of an omission.
- 19.7 Any notifications must be sent to Andreas Messerli AG, Motorenstrasse 35, CH-8623 Wetzikon ZH, Switzerland.
- 19.8 All legal matters between Messerli and the customer shall be subject to Swiss law under exclusion of international civil law and international treaties.
- 19.9 The ordinary courts at the seat of Messerli shall be solely responsible for any legal evaluation of any disputes between the customer and Messerli. Messerli shall, however, be entitled to bring an action against the customer at any other responsible court.