

# EXHIBITOR'S CONTRACT TERMS AND CONDITIONS

## 1. Organization

Promoter: JHM Finanzmesse AG, Uraniastrasse 32, 8001 Zurich  
Organization: DeltaBlue AG, Motorenstrasse 2a, CH-8623 Wetzikon,  
Telephone +41 55 222 88 88, info@finanzmesse.ch, www.deltablue.ch.

## 2. Binding terms and conditions for participants

By signing the exhibitor's contract, the exhibitor expressly agrees to be bound by its terms and conditions.

## 3. Terms of participation

Invitations to participate as exhibitors are sent to companies whose services and/or sales offerings are appropriate to FINANZ'21, the Swiss Financial Trade Fair.

## 4. Space allocation

Exhibitors' positions are allocated by the promoter. Requests for specific positions will be taken into consideration as far as possible. The promoter retains the right to adjust the number of square meters and the number of open side walls in accordance with available space. Any objections to placements must be sent in writing to the organizer within ten days of receiving the hall layout plan. In urgent and justified cases the promoter reserves the right to allocate the exhibitor to another space, the size and location of which are acceptable for the exhibitor. The placement of an additional stand position not included on the hall layout plan must be accepted. Any exhibitor who wishes a subsequent reduction in stand space remains fully liable for paying for the whole space allocated to them if unused space cannot be re-let.

## 5. Withdrawal from the exhibitor's contract

Exhibitors who have already registered for FINANZ'21 may withdraw their registration without incurring any costs up until 25 September 2020. If the withdrawal occurs between 25 September 2020 and 16 October 2020 a fee of 50% of the stand space rent will be charged. Any exhibitor who withdraws after 16 October 2020 remains liable for 100% of the rental for the stand space. If stand spaces and stands have not been occupied by 08.00 on the opening day, the promoter may dispose of these at its own discretion. The exhibitor thereby loses any claim to such stand space and/or stand. The exhibitor remains fully liable for the totality of the rental for the stand space, the incidental costs and the services booked, as well as for all other costs that arise in connection with the non-occupation of the stand space or stand.

## 6. Terms of payment

The charges and terms of payment for renting stands are listed in the exhibitor contract. Payment for the ordered stand space becomes due once the exhibitor contract has been signed. Exhibitors who do not meet their payment obligations on time will not be permitted to occupy their stand space, but this will not relieve them of their obligations regarding the stand and any additional services they may have ordered. In addition, interest for arrears of 5% will be charged when the payment deadline has expired. The promoter has the right to put any stand spaces for which the rental has not been paid by the set deadline to some other use, without in any way relieving the exhibitor from liability for the rental payment and all other consequential costs that may have been incurred. Services that will be invoiced separately are indicated as such in the electronic exhibitor documentation. (Examples of these include advertising space on the fair site, participation in the accompanying programme, electrical mains connection and sockets, internet connections, rental of furniture, inscriptions, charges for advertising in the fair guide, advertising material, insurance, etc.). A supplement will be charged for express orders after the deadline has expired.

## 7. Stand construction

The minimum stand space is 9 m<sup>2</sup>. The system stands will all be set up by the same stand builder to ensure the greatest possible coordination. Furniture, graphic and additional spotlights are available for rent from the stand builder. Requested floor plans can be ordered in 3-dimensional form for CHF 250. If exhibitors wish to construct their own stand, they must submit the plans with the technical registration. It is not permitted to close sides of stands that are intentionally open. The design of the stand must comply with the overall appearance of the exhibition. Minimum mandatory requirements for own stands include a carpet on the floor, a minimum wall height of 250 cm and a stand space of at least 15m<sup>2</sup>.

**The official construction height is 2.50 m. Any exhibitor wishing to have a stand higher than this must obtain permission from the organizer.**

## Waste disposal:

Waste will be collected every day before, during and after the trade fair. Each exhibitor will be charged a flat fee of CHF 100 for waste disposal.

## 8. Stand services / catering

It is very much in tune with the concept of the event for there to be presentations and particular attractions on the stands, but these may not cause any disturbance whatsoever to neighbouring stands. The promoter's ruling in this respect shall be final. Personnel must be present on all stands during all the opening hours. Exhibitors are responsible for keeping their stands clean. Refreshments, etc. may be offered to stand visitors; these must, however, be ordered via Catering Services Migros. Special arrangements must be expressly authorized by the promoter. No floor space outside of the actual stand position may be used for advertising or any other purpose (such as shelves holding brochures). It is strictly prohibited, in particular, to distribute advertising material anywhere other than within the space of the exhibitor's own stand unless written authorization has been obtained from the promoter. The promoter retains the right to exclude or impose a fine on any exhibitors who infringe the rules of fair competition. The minimum fine is CHF 1,000.

## 9. Set-up and dismantling times

The organizer publishes schedules for setting up and dismantling stands (on the fair website and within the electronic exhibitor manual) and these must be adhered to in the interest of all exhibitors. It is not permitted to start dismantling stands prior to the formal end of the fair. Fines will be imposed on any exhibitor who builds up early without permission, who dismantles stands early, who abandons their stands or leaves them prematurely as well as to exhibitors who dismantle their stands too late. The minimum fine is CHF 1,000.

## 10. Insurance

It is a mandatory requirement for exhibitors to have liability insurance. Such insurance cover can be purchased from the promoter. Any exhibitor who is otherwise insured must submit documentary evidence of insurance cover to the organizer. Liability of promoter and exhibitors: the promoter accepts no duty to take care of exhibited materials and stand installations and declines all liability whatsoever. It is the exhibitor's duty to ensure that any device on display is suitably protected with equipment satisfying the accident-protection regulations. The exhibitor will be held liable for any damage caused by exhibition materials, including during set-up and dismantling in particular.

## 11. Duration of fair/opening hours

Wednesday, 20 January 2021, 10.00 am to 6.00 pm  
Thursday, 21 January 2021, 9.30 am to 5.00 pm

## 12. Co-exhibitors

It is possible for other exhibitors to participate at your stand for a fee of CHF 1,000. Their names may also be inscribed on the stand and they will be included in the fair guide. Companies are eligible to act as co-exhibitors if they are actively involved at FINANZ'21 as partners of the exhibitor.

## 13. Regulations of Halle 550 Zurich Oerlikon

"In accordance with the regulations laid down by the municipal fire department, it is not permitted at any exhibition to use decorative material that may constitute a fire hazard. In no circumstances it is permitted for stairs and doors to be blocked and the corridors for the general public must be wide enough to cope with the expected number of visitors."

"Extreme care must be exercised in setting up the fair. The rented rooms are not exhibition halls but conference rooms decorated in part with walls made of soft noise-absorbing material. For that reason it is strictly prohibited to fasten exhibition objects or advertising materials to any of the ceilings or walls using nails, pins, drawing pins, needles or adhesives. All exhibition structures must be designed to be self-supporting and must be set up on an underlay to protect the floor. The load on the floor may not exceed 500 kg/m<sup>2</sup> at any point. Fixed seats, mirrors, lights may not be moved. In exceptional circumstances, when express authorization is granted for their removal, this must only ever be done by the service personnel of the location."

"The catering service during the exhibition is exclusively the responsibility of Catering Migros Zurich. It is not permitted for the exhibitors to distribute food and drinks. Halle 550 reserves the right to reject unannounced catering."

## 14. Excerpt from the municipal noise ordinance

*Article 1:* For the purpose of the ordinance, noise is defined as acoustic effects which impair the health, performance or wellbeing of people.

*Article 3 c.:* It is prohibited to carry out any form of work that causes noise between 12 noon and 2 p.m. and from 7 p.m. to 7 a.m.

*Article 25/1:* Anyone who violates the provisions of this ordinance, who removes noise protection measures or impairs their performance, will be punished in accordance with article 37 of Zurich's general municipal police regulations (Allgemeine Polizeiverordnung der Stadt Zurich).

## 15. Compilation of the fire protection guidelines for fairs and events

*General information:* No additional fire hazard may result from the installation of decorations. In the case of fire, persons may not be endangered and escape routes may not be obstructed.

*Material:* Decorations in areas with public traffic must be of heavy non-flammable material. Fire index 5.1/Classification SN EN 13501-1: (A2-s2, d0 - A2-s3, d0 - B-s2, d0 - B-s3, d0 - C-s2, d0 - C-s3, d0).

In case of fire, materials may neither give rise to drip-off burning nor emit poisonous gases. No inflammable decorations may be attached in escape routes. Play and advertisement balloons may be filled only with non-flammable gas or gas mixture.

*Addition to material:* Decorations from solid wood (e.g. boards) are also permitted where flame-resistant material with fire index 5.1 is required.

## 16. Miscellaneous

Any orders and special agreements concerning FINANZ'21 must be set out in the electronic exhibitor manual or in writing. The minimum requirement is a fax or an e-mail. Orders placed verbally will be accepted in cases of urgency, but these must be confirmed in writing. The organizer accepts no guarantee for executing purely verbal orders or forms that have been transmitted too late by the exhibitor. For orders placed after the deadline, a handling fee of 20% will be charged. During the fair the exhibitor shall refrain from organizing any kind of event dealing with finances at Halle 550 Zurich Oerlikon for the duration of FINANZ'21 and will not advertise any event as being in any way linked to FINANZ'21 without the express written permission of the promoter of FINANZ'21.

## 17. Applicable law and place of jurisdiction

All legal relations between the exhibitor and the promoter are governed by and construed in accordance with Swiss law. The parties agree the promoter's domicile as the place of jurisdiction. The promoter retains the right to reschedule, shorten, lengthen or cancel FINANZ'21 should there be compelling reasons for doing so or in the event of force majeure. In such cases, the exhibitor has no right to withdraw, nor any claim for compensation. Insofar as unforeseen political or economic events, difficulties within the industry, an official decree or force majeure render it impossible to stage FINANZ'21, the promoter undertakes to refund any payments already made by exhibitors, deducting any costs already incurred. The exhibitor has no right to claim any compensation whatsoever if FINANZ'21 is not held on justified grounds. All verbal agreements, authorizations and special arrangements must be confirmed in writing, failing which they will not be recognized.

## 18. Binding force

The exhibitor accepts these terms and conditions and undertakes to comply fully with all its regulations.

**19. Please note that, for legal purposes, the German version of the FINANZ'21 regulations alone is binding in matters of interpretation.**