

## **The CB Company LLC**

### **General terms and conditions | 2021**

#### ***Introduction***

The CB Company LLC (organizer), henceforth referred to as CB Company, holds exhibitions, trade fairs and other programs, henceforth referred to as 'events.' Additionally, the word 'customer' refers to an exhibitor, sub-exhibitor or visitor. Customer' refers to an exhibitor, sub-exhibitor or visitor.

#### **1. Registration**

In order to register, please complete the online forms issued by the CB Company. Admission to the event is granted following confirmation in the My Account section at [www.cb-net.ch](http://www.cb-net.ch) or [www.cb-expo.ch](http://www.cb-expo.ch) or [www.cb-club.ch](http://www.cb-club.ch). The contract between the CB Company and the customer then comes into effect. The management board of the CB Company makes decisions concerning admission to the various events.

#### **2. Terms of Payment**

Stands and sponsorship package: 50 % of the invoice total is due for payment 14 days following receipt of the invoice, at the latest. The remaining sum and any additional costs incurred must be transferred 60 days prior to the commencement of the respective event.

Tickets: 100 % of the invoice total is due for payment 14 days following the receipt of the invoice and, at the latest, 10 days prior to the commencement of the respective event. The tickets will be available for immediate download in PDF format in your account at [www.cb-net.ch](http://www.cb-net.ch), following successful payment.

Valid for all services: In the event of a late payment, the CB Company LLC reserves the right to re-let, re-sell or transfer a service. Any deposit payments already made remain the property of the CB Company LLC. Any debts outstanding from the concluded contract remain unchanged. Payments must be made in full and in Swiss francs to the bank account stipulated by CB Company LLC. The transfer fees must be covered by the customer and reimbursed, where appropriate, to the CB Company immediately. Stand set-up options and the purchasing of exhibitor and visitor passes are only available following receipt of the invoice total. The billing and payment of value-added tax (VAT) are also mandatory for customers from abroad. Any last-minute additional services ordered by the customer are to be paid for in cash at the start of the relevant event. The Swiss Code of Obligations applies, particularly with respect to the right of retention.

#### **3. Stands, Escape Routes and Materials**

Plans may change based on the specific features of the hall. Hall pillars will be avoided wherever possible but are classed as part of the exhibition stand space. Only the marked stand areas may be used for exhibiting and all escape routes must be free from obstructions.

For customers (exhibitors) with their own stand construction materials, dividing walls are required in all cases to separate individual stands. These can be hired from the CB Company if required. Advertising on the open sides of the stand is permitted from a wall height of 3m but walls facing other stands must remain neutral. All stand construction materials must meet the Swiss provisions for trade fair stands and must only be made from e.g. flame-retardant materials. Any unsuitable materials must be removed, and any non-permissible stand structures

must be dismantled. Open flames are not permitted. Tent structures and metal constructions must be equipped with potential equalization.

The exhibitor agrees to strictly abide by all legal, police and safety regulations and to follow the rules of the exhibition hall. Changes to the stand walls, hall walls, flooring and to any other objects not owned by the exhibitor are prohibited. This particularly pertains to fastening objects using nails, screws and adhesives, welding, painting and wallpapering. This list is not exhaustive. However, this list is not exhaustive.

#### **4. Joint Stands**

Joint stands are permitted so long as one customer (primary exhibitor) is responsible for all matters and is liable for all financial obligations to the CB Company. All sub-exhibitors will be featured in the exhibitor directory for the relevant event. Sub-exhibitors are required to pay a registration fee in accordance with the details provided on the relevant event website, plus VAT. This fee and all additional services will be billed directly to the sub-exhibitor. The terms of payment are exactly the same as those delineated for the primary exhibitor.

#### **5. Withdrawal/Rescission**

All cancellations must be made in writing and confirmed in writing by the CB Company. In the case of cancellations made up to 4 months prior to the event, 50% of all payment costs are owed. The full costs are due for payment in the event of a cancellation made less than 4 months before the date of the relevant event. The cost of any work already completed must be paid in all.

The CB Company reserves the right to immediately cancel the contract if the customer does not meet the payment obligations on time. Any deposit payments already made remain the property of the CB Company. Any debts outstanding from the concluded contract remain unchanged.

The stands must be set up by the time specified in the online documents for the relevant event. If the stand has not been occupied by the customer by this time, the CB Company is entitled to allocate the stand space to someone else. The calculated stand rental fee remains due for payment, whatever the case. The costs of converting or decorating the stand area are to be covered by the exhibitor.

If a sub-exhibitor fails to attend the trade fair, the registration fees must still be paid. The sub-exhibitor is not entitled to request a refund.

#### **6. Cancellation/Changes**

The CB Company does not accept any liability for cancellations or changes beyond its control. This relates, in particular, to force majeure and other regulations issued by the authorities. In such cases, there is no entitlement to request a discount or refund of the invoice amount.

If the CB Company decides to cancel, relocate or postpone the event of its own accord, i.e., without force majeure or regulations issued by the authorities playing a part, the customer is entitled to cancel their participation in the event within 10 days of being notified by the CB Company. The special event terms relating to epidemics/pandemics remain unaffected.

*Epidemics/pandemics, current COVID-19 situation: See here for details of special cancellation and postponement options in the relevant online documents for the events.*

### **7. Timings**

The timings allocated for set-up, dismantling as well as opening are detailed in the online documents for the respective event and must be strictly observed. In particular, the stands must be built and set up by the time specified in the online documents. Stands can only be cleared away after the event ends.

### **8. Advertisement**

Advertising away from one's own stand requires the express permission of the CB Company. Any unauthorized advertising will be removed by the CB Company at the expense of the responsible customer. The distribution of advertising materials is only permitted in the area of one's own stand. Visitors are not allowed to distribute, display or put up any promotional materials.

### **9. Music**

It is not permitted for music to be played via one's own music system(s). The acoustic properties of the halls and outdoor area will be handled exclusively by the CB Company.

### **10. Power Connections**

Power connections will be installed by the CB Company. Any attached lights and equipment must not be of a higher wattage than stated. The distribution boxes in the hall must remain freely accessible.

### **11. Security**

Customers are responsible for supervising their stand and products during set-up and dismantling and during the event itself. The CB Company accepts no liability for any losses or damage which may occur at the venue.

### **12. Tidying**

Customers must agree to avoid generating waste. Rubbish bags are made available for purchase at the event or the trade fair office and at the reception. Exhibitors must not leave any materials behind following the dismantling of the stand. The cost of removing any waste left behind will be charged to the appropriate exhibitor.

### **13. Exhibitor and Visitor Passes**

Exhibitor and visitor passes are personalized. The number of passes per customer is outlined in the online documents for the event in question. Additional passes can be purchased for the specified ticket price.

Passes and wristbands should be collected from the event or the trade fair office or from reception prior to the commencement of the event. The wristbands must be worn on the wrist for the duration of the trade fair and must be shown to security staff on request. A new wristband can be issued free-of-charge each day from the event or the trade fair office or the business counter or from reception, provided that the previously worn wristband is cut off and handed in.

### **14. Products**

The customer agrees not to exhibit, sell or give away illegal substances of any kind. Any breach of this regulation will result in the responsible party being removed from the event and billed for the cost of any consequential damages or additional expenditure. Costs will not be reimbursed.

### **15. Catering**

The catering will be provided exclusively by the CB Company or a contract partner of the CB Company. The sale and trade of food and drink for direct consumption at the event requires the prior written approval of the CB Company.

**16. Filming and Photography**

The CB Company GmbH reserves the right to film and click photographs across the event site and to use these videos and images for its corporate publications or for general publication. The customer shall waive the right to any and all objections relating to industrial property rights in this regard, particularly copyright law and the law against unfair competition.

**17. Prohibition of Smoking**

Smoking is prohibited in the event rooms. Smoking is only permitted in outdoor areas. Customers are responsible for ensuring that visitors respect this prohibition on smoking in the area around their stand. The staff of the CB Company should be informed immediately if any visitors are found to be in breach of this regulation. The customer is responsible for any damages caused to the CB Company as a result of a violation of the smoking ban.

**18. Insurance and Liability**

In the case of damage to people or property caused by the customer or their staff, only the responsible customer is liable. The CB Company and its staff are liable for damage of all kinds in the case of willful intent or gross negligence only. The CB Company recommends that customers take out their own insurance as appropriate.

**19. Defects and Complaints**

Any complaints should be reported to the organizer immediately so that a solution can be found. Claims submitted to the CB Company later than 7 days from the conclusion of the event will no longer be considered.

**20. Management Rules**

Instructions issued by employees of the hall rental company and the CB Company must be followed at all times. Failure to follow these instructions may lead to the customer in question being excluded from the event, with no entitlement to a reimbursement of costs.

**21. Place of Jurisdiction**

The place of jurisdiction is the headquarters of CB Company LLC, Lorrainestrasse 13, 3013 Bern (Switzerland). Swiss law shall apply exclusively.

**22. Organizer**

The CB Company LLC, Lorrainestrasse 13, 3013 Bern (Switzerland)

**23. Severability Clause**

Should any individual terms of the contract, including these regulations, prove ineffective, either in whole or in part, or should any loopholes in the contract be identified, the effectiveness of the remaining terms and conditions remain unaffected. The ineffective conditions will be replaced by the relevant legal regulations. In the absence of such regulations, the contract shall be interpreted or adapted in such a way that the parties' intended objectives when concluding the contract can be implemented as would have been the case if it had been possible to apply the invalid or unenforceable condition, insofar as is legally permissible.

**24. Language Versions**

In the event of a discrepancy between the interpretation of the English, French, Italian or German version of these General terms and conditions, the German version shall prevail.