General Terms and Conditions of Expomobilia GmbH

Status: October 2026

1 Scope of validity

These General Terms and Conditions (“GTC”) of Expomobilia GmbH (“MCH LMS”), Zürichstrasse 130, CH-8600 Dübendorf (“Registered Office”) form an integral part of all quotations and order confirmations issued by MCH LMS.

In concluding the contract, the client acknowledges these GTC. Any General Terms and Conditions of the client are fully excluded, even if the client makes reference to his/her General Terms and Conditions, to the terms and conditions of third parties or to private standards (e.g. SIA standards).

Legally binding provisions and agreements to the contrary between MCH LMS and the client are reserved, insofar as these deviating agreements are made in writing and are signed in a legally binding manner by MCH LMS and the client.

2 Quotation and acceptance

Unless MCH LMS makes specific provision for a longer validity period when submitting a quotation, MCH LMS quotations are valid for a maximum of thirty (30) days as of the date of the quotation.

If the client accepts the quotation from MCH LMS without any complications within the deadline of thirty (30) calendar days by submitting a written order confirmation, the contract between MCH LMS and the client is concluded (“conclusion of the contract”). The decisive date for punctual acceptance of the quotation is the date on which MCH LMS receives the written confirmation of the order.

3 Scope of services

The scope of services is set out in the quotation submitted to the client and the contract. MCH LMS shall only deliver those services which are expressly assigned to it for implementation in this scope of services. Services that are not mentioned in the scope of services do not need to be supplied by MCH LMS.

4 Subsequent modification of the scope of services

Both MCH LMS and the client may submit written proposals for modifications to the agreed scope of services while the contract is running.

After receipt and examination of a proposal for a modification from the client or – in the event of MCH LMS itself proposing a modification – MCH LMS shall inform the client in writing at the time the proposal is made of the impacts that the subsequent modification will have on the agreed services. This shall include, in particular but not exclusively, the impacts on the approved budget and the approved time schedule together with the targeted milestones therein.

The client shall inform MCH LMS of his/her decision in writing within a maximum of ten (10) working days of receipt of the information. Unless agreed to the contrary in writing, MCH LMS shall proceed with its work in an unchanged manner, as per the originally agreed scope of services, until such time as it receives the client’s decision.

The client must compensate MCH LMS in full for any additional outlay incurred by MCH LMS as a result of the subsequent modification of the scope of services, irrespective of which party has proposed the change and irrespective of the approved budget.

5 Budget and time schedule

MCH LMS shall compile a project-based budget and a project-based time schedule as it sees fit or, at the express wish of the client, on the basis of the information that the client provides to MCH LMS, and shall forward both of these to the client with the quotation, forming an integral part of the quotation.

If the client accepts the quotation by submitting the written order confirmation without any complications, the client also approves the budget and the time schedule.

MCH LMS can only adhere to the target fulfilment dates ("milestones") set out in the time schedule if the client provides all the necessary information, work and materials on the specified dates, both in full and correctly, and also otherwise fulfils his/her obligations to cooperate to the agreed and required extent.

If MCH LMS incurs additional expenditure as a result of deviations from the approved time schedule for which the client or a third party called in by the client is responsible, the client must compensate MCH LMS in full, irrespective of the approved budget. If, however, the additional expenditure is the result of a deliberate or grossly negligent breach of duty by MCH LMS or a third party called in by MCH LMS, MCH LMS shall bear the additional expenditure it has incurred itself. In all other respects, the liability of MCH LMS shall be governed by Section 16 below.

6 Remuneration, expenses and taxes

The remuneration for MCH LMS shall be governed by the quotation and the contract sent to the client.

Only the MCH LMS services expressly listed in the quotation and contract are contained in the remuneration. Any list of services not contained in the remuneration is given solely by way of example and is not exhaustive. In particular but not exclusively, costs levied by the organiser of a trade fair or event, etc. shall be borne or assumed in full by the client.

If the fulfilment of the contract by MCH LMS entails a high level of advance expenditure, MCH LMS may agree the payment of advances by the client. The number and amount of these advances shall be determined on the basis of the approved budget and time schedule. The advances shall be listed individually on the invoice and shall be deducted from the total amount of remuneration.

Instead of an advance payment and, as a general approach, MCH LMS may make conclusion of the contract dependent on the client paying a deposit of at least 80% of the approved budget (see under Section 5), in the sense of a suspensive condition. This deposit will be deducted from the sum total of the remuneration in the final invoice.

Expenses (such as travel, accommodation and food costs), which are necessary for fulfilment of the contract and have been approved by the client, shall be refunded to MCH LMS for the actual amount incurred; a written agreement to the contrary is reserved.

The prices quoted by MCH LMS are exclusive of taxes and duties.

7 Invoicing/currency clause/price adjustments/terms of payment

7.1 Invoicing

MCH LMS invoices its services and expenses in Swiss francs (“CHF”) on a monthly basis; a written agreement to the contrary between the parties is reserved. All taxes and duties shall be borne by the client. MCH LMS shall issue a VAT-compliant invoice.

The MCH LMS invoices are payable within thirty (30) calendar days as of the date of the invoice (maturity date). If an invoice is not paid on time, the client shall be in arrears without further notice and shall owe interest on arrears of 1% for each started or completed calendar month.

The client does not have any offsetting rights and may not make any deductions from the invoiced amounts (e.g. discounts for cash payment, etc.).

The client must also comply fully with the terms of payment in cases where fulfilment of the contract by MCH LMS or by a third party called in by MCH LMS is delayed or made impossible due to circumstances for which the client or a third party called in by the client is responsible.

7.2 Currency clause

If, by way of an exception, MCH LMS and the client agree in writing on payment in a foreign currency, the following currency clause shall apply: The average exchange rate of the foreign currency compared to the Swiss franc on the Swiss stock exchange on the day on which the contract is concluded between MCH LMS and the client shall be compared with the average exchange rate on the day on which the invoice is issued. If the average exchange rate on the day the invoice is issued is 5% or more below the average exchange rate on the day the contract was concluded, the invoiced amount shall be increased by this same percentage. The difference must be paid by the client in the foreign currency. No compensation is due if the average exchange rate on the day on which the invoice is issued is 5% or more above the average exchange rate on the Swiss stock exchange on the day the contract was concluded between the client and MCH LMS.

7.3 Price adjustments

MCH LMS reserves the right to adjust its prices at any time if, between the time the contract is concluded and the time it is fully completed, it can be proven that the costs for wages, material and transport, in particular, without this being an exhaustive list, have risen by more than 2%. MCH LMS shall inform the client in writing of any price adjustment. The client must bear the cost adjustments.

8 Place of fulfilment and transfer of risks

The place of fulfilment and the place that is decisive for the transfer of risks for services provided in the context of a work contract is the MCH LMS Registered Office, unless MCH LMS and the client agree in writing on a different place of fulfilment.

9 Guarantee, inspection, notification and rectification of defects for services provided in the context of a work contract

If, under the contract, MCH LMS provides services in the context of a work contract, MCH LMS shall hand over the contractually owed services under the terms of this work contract to the client at the jointly agreed point in time, and the client must check the services immediately they are handed over. If the client is of the opinion that the services provided in the context of a work contract have not been handed over in accordance with the contract, he/she must immediately notify MCH LMS of this in writing giving detailed reasons (“notification of defects”).

If the client fails to submit notification of defects when examining the services or if he/she signs an acceptance protocol without any reservations, the services provided by MCH LMS in the context of a work contract shall be deemed approved without reservation, and all rights pertaining to defects shall have been forfeited. The same shall apply in the event of the client bringing into operation services provided by MCH LMS in the context of a work contract without issuing any reservations.

If the client only discovers defects after the handover which could not have been discovered during the handover even with the application of due care ("hidden defects"), the client must notify MCH LMS in writing immediately he/she discovers the defects, otherwise all rights pertaining to the defects will be forfeited.

MCH LMS will rectify defects of which it is notified in time, insofar as the defects have actually been caused by MCH LMS. MCH LMS is free to rectify the defects in the manner in which it deems fit. In particular, MCH LMS is free to repair or replace defective services. Following rectification of the defects, the duty of inspection and notification of defects as specified above shall apply to the services concerned once again.

The client loses all warranty and compensation claims if:

a) The client does not use the services provided by MCH LMS in the context of a work contract in an orderly manner or in accordance with their intended purpose;
b) A defect is attributable to incorrect, incomplete or conflicting instructions, information and directions of the client;
c) The client has caused a defect himself/herself;
d) The client has not followed instructions and directions issued by MCH LMS;
e) A defect has been caused by a third party or force majeure;
f) The client has commissioned a third party to rectify a defect without the prior consent of MCH LMS (“substitute performance”). MCH LMS is not required to bear the costs of substitute performance.

Any further material or legal guarantee is excluded, insofar as is legally permitted.

10 Storage of client materials

If MCH LMS is commissioned to store materials by the client, MCH LMS’s activity as a warehouse keeper shall cover solely the storage, storage management and the input and removal of the material into and from storage. MCH LMS shall perform all the above activities on its own or rented premises.

10.1 Details required for orderly storage

The client must provide MCH LMS with all the details required for orderly storage, including but not exclusively, information on regulated goods (e.g. hazardous goods, goods on which customs duty has not been paid, compulsory storage, etc.) as well as information on goods requiring special treatment (e.g. on account of odour emission, exceptional floor loads, extreme dimensions, humidity and temperature regulations, high-value goods, etc.). In the event of failure to provide these details, MCH LMS shall decline all liability toward the client and the client himself/herself will be fully liable to pay compensation to MCH LMS or a third party for any damage caused.

10.2 Acceptance of the material to be stored

When the material to be stored is delivered, MCH LMS shall check it for externally visible damage and notify the deliverer in writing of any such damage. MCH LMS declines all liability for damage of this type.

If the client expressly desires, MCH LMS shall hand over a written inventory of all the stored material. Upon receipt of the inventory, the client must notify MCH LMS immediately, in writing, of any objections and complaints, within two (2) calendar days at the latest, otherwise the client will be deemed to have approved the inventory without reservation.

10.3 Protective measures

MCH LMS shall be entitled at all times to independently take the precautions it deems necessary to protect the stored material to the best of its knowledge and belief. In addition, MCH LMS shall be entitled, for the protection of other goods, the warehouse itself and also public health and safety, to take measures and issue the client with instructions. Once the necessary precautions have been taken, MCH LMS will immediately send written notification thereof to the client.

10.4 Right to inspection and monitoring

The client has a right to inspect and monitor the materials during MCH LMS's normal business hours, Inspection and monitoring may only be performed in the presence of an MCH LMS employee. If the client requires additional services from MCH LMS, including but not exclusively, relocation during storage, quality inspections, inventories, provision of employees and equipment, etc., these will be invoiced separately to the client.

10.5 Removal from storage and relocation during storage

The client's order to remove the material from storage must contain all the details necessary for conducting the removal from storage in an orderly manner. Unless agreed otherwise in writing, all the costs for the removal from storage will be charged to the client.

MCH LMS will agree on the date for the removal from storage with the client. If this date cannot be adhered to on account of the client or a third party called in by the client, the client must hold MCH LMS completely harmless. In particular, but not exclusively, the client must compensate MCH LMS for direct and indirect damage, consequential damage and lost profits.

MCH LMS shall be entitled to accommodate the material stored by the client in other storage rooms at any time, at its own expense.

10.6 Loading and unloading

MCH LMS shall organise the loading and unloading of the material. MCH LMS is not responsible for safe loading in transport terms insofar as the transport is conducted by the client or a third party called in by the client.

MCH LMS shall not assume any obligation to place the material in the warehouse or remove it within specific deadlines and shall not assume any liability for demurrage fees or other losses incurred during any waiting time.

10.7 End of the contract

Unless agreed to the contrary in writing between MCH LMS and the client, the storage contract of unlimited duration can be terminated with written notice of six (6) calendar months to the end of a calendar month. Storage contracts of limited duration end automatically when the agreed term of contract comes to an end. Written termination of the storage contract with immediate effect for compelling reasons is possible in the following cases: If the stored material has or develops disturbing properties (odours, leaks, pests, etc.) which severely affect the stored material of third parties, the warehouse itself, persons working therein, or the environment, or if the client allows a period of grace of fifteen (15) calendar days set in the reminder for payment of a due debt to elapse unused. The client must notify MCH LMS in good time prior to the end of the period of notice or the term of the contract of the necessary details for removing the stored material from storage as per Section 10.5. The normal rotation of stored material, e.g. its repeated input into and removal from storage in conjunction with the client's use of the material, does not require the issue of notice of termination.

10.8 Liability

MCH LMS's liability as warehouse keeper is governed by Section 16 and ends at the point in time at which the client or a third party called in by the client has accepted the material without reservations.

The client is liable toward MCH LMS or third parties for all damage caused by the stored material, and by walking over or driving over the warehouse land or inside the warehouse, etc. This liability also includes indirect damage, lost profits and consequential damage.

11 Packaging of client material

If, under the terms of the contract, MCH LMS assumes the transport and/or the storage of client material for payment, MCH LMS shall ensure the appropriate packaging of the material, so that any unauthorised access to the contents without leaving externally visible traces, is excluded as far as possible and so that the material is protected against transport damage as far as is possible and reasonable. The packed material will be clearly marked.

12 Rental of objects

If MCH LMS rents objects to the client in the context of the contract, MCH LMS shall make the contractually agreed rental object available to the client for his/her use.

The client shall inspect the rental object immediately it is handed over and point out any defects, otherwise the rental object shall be deemed to be in perfect condition. MCH LMS is free to determine, as it sees fit, the manner in which a defect is rectified and the means employed

to do this. In particular, MCH LMS is free to repair or replace defective rental objects. Any further claims by the client, including but not exclusively a rent reduction and compensation, are excluded.

The client must use the rented object with care and for the intended purpose. The client cannot acquire ownership of rental objects. The client is liable for all damage and defects on the rental object that were not pointed out when the object was handed over, as well as for loss, theft and destruction. In addition to the full replacement or reconstruction value, the client shall owe MCH LMS any further losses incurred by MCH LMS. If the client does not take over the rental object ordered from MCH LMS in its entirety, the rental price will not be reduced and the customer must compensate MCH LMS for any expenses it incurs.

13 Calling in third parties

MCH LMS is entitled to call in third parties to fulfil the contract at any time. In submitting the written order confirmation, the client grants MCH LMS his/her authorisation for this.

MCH LMS shall act as the indirect representative of the client toward the third party. A contract is concluded directly between MCH LMS and the third party. The third party shall invoice MCH LMS directly for their services. The right to a written agreement to the contrary to be concluded between the parties is reserved.

MCH LMS is liable for third parties that it calls in as per Section 16.

14 Authorisations

Where required, MCH LMS shall assist the client in obtaining the necessary authorisations. In so doing, MCH LMS shall act as the client's direct representative, which is why the authorisation will always be made out in the client's name. The client is obliged to bear any authorisation fees in full.

15 Delay in acceptance and failure of the client to cooperate

If the client, or a third party called in by the client, does not take up a service offered by MCH LMS in the framework of the contract in the agreed manner, the client shall immediately (i.e. without a reminder on the part of MCH LMS) be in default. The client shall similarly be immediately in default if he/she or a third party he/she has called in fails to carry out an act of cooperation.

If the client is in default, he/she shall be liable to MCH LMS in particular but not exclusively for any claims from third parties resulting from the client being in default.

In addition, in the event of the client being in default, MCH LMS has the right to terminate the contract with the client without notice. Claims for damages by the client on account of the termination are excluded.

16 Liability

MCH LMS is only liable for direct damage caused by MCH LMS or a third party called in by MCH LMS if it has been caused deliberately or through gross negligence. Liability for slight negligence is excluded, as is liability for indirect damage, consequential damage and lost profits.

If MCH LMS falls behind in the fulfilment of its deadlines as specified in the time schedule or as otherwise agreed on by the parties, due to the client failing to fulfil one or more of his/her obligations to cooperate, any liability on the part of MCH LMS for the services it has provided shall be excluded.

In the event of a delay in acceptance by the client, the risk of accidental destruction is immediately transferred to the client as soon as the latter is in default and any liability on the part of MCH LMS (including liability for accidental damage) is excluded.

MCH LMS shall not be liable for damage due to normal wear and tear on packaging, material and components, etc. or on material brought in by the client or third parties.

17 Force majeure

The term "force majeure" denotes events for which neither MCH LMS nor the client is responsible which impair or prevent fulfilment of the contract, including in particular but not exclusively operational and traffic disruptions, epidemics, fire damage, orders issued by the authorities, war, terror, sabotage, strikes and lockouts, and natural disasters.

If the occurrence of force majeure leads to an interruption in the fulfilment of the contract by MCH LMS or a third party that it has called in, ("interruption"), MCH LMS shall be released from its obligations for the duration of the interruption. MCH LMS shall inform the client in writing of the nature, scope and consequences of the interruption ("information on the interruption").

If the interruption lasts longer than thirty (30) consecutive calendar days calculated from the time the information on the interruption is sent to be client, both MCH LMS and the client may terminate the contract affected by the interruption by registered letter without giving notice. MCH LMS shall invoice the client for the services provided at the time the contract is terminated.

Claims for damages from MCH LMS by the client due to force majeure are excluded.

18 Right of retention

The material that the client has put into storage and is in possession of MCH LMS is held by MCH LMS as security for the balance of all the business transactions with the customer. If a payment deadline set by MCH LMS under threat of realisation expires without being used, MCH LMS may freely realise the client's material without any further formalities. If the proceeds from realisation are greater than the outstanding balance, the difference shall be refunded to the client after deduction of the expenses that MCH LMS has incurred in the realisation.

Any right of retention by the client on the property of MCH LMS or on the rental object is excluded.

19 Termination

If MCH LMS provides services to the client that are governed solely by mandate law (e.g. consultancy and agency activities), either MCH LMS or the customer may terminate the contract at any time giving three (3) months' notice, without specifying reasons. The right to conclude a different agreement is reserved. The notice of termination must be submitted in writing and by registered letter.

In the event of termination, the client shall be obliged to pay for all the services that MCH LMS has provided and will still provide up until the date of termination, as per the agreed remuneration, as well as all costs and expenses incurred by MCH LMS in good faith with a

view to fulfilment of the contract and which MCH LMS can no longer cancel.

If MCH LMS has agreed a lump-sum fee with the client, the fee shall be reduced on a pro rata basis, reserving the right to conclude a written agreement to the contrary. Any advances paid will be listed in the invoice and deducted from the total amount.

Termination of the contract without observing the period of notice required in this Section 19, shall be deemed to have taken place at an inopportune time as per Art. 404 Para. 2 of the Swiss Code of Obligations and shall result in liability for damages.

20 Contact at the client's company

When submitting the written order confirmation, the client shall specify the contact person entitled to make all the decisions and issue all the approvals for the client that need to be made and issued for the fulfilment of the contract.

When the contact person is absent (e.g. vacation, illness), the contact person shall designate a deputy with the same decision-making or approval competence as the contact person himself/herself for the period of absence.

21 Insurances

21.1 Insurance cover

Insurance cover is the client's responsibility.

22 Intellectual property rights/reference

The client assures MCH LMS that it owns all the rights enabling it to use all the material it provides (e.g. logos, pictures, videos, texts) worldwide without any restrictions and for an indefinite period of time.

If the client provides MCH LMS with material and a third party claims that this material infringes its intellectual property rights, the client shall fend off any claims of the third party in the client's own name and at its own cost and shall hold MCH LMS fully harmless (including all lawyers' and court costs).

Unless agreed otherwise in writing, MCH LMS shall remain the owner of the intellectual creations (e.g. layouts and concepts) and intellectual property rights ("client IPR") it creates, whereby MCH LMS shall grant the client, upon payment of a usage fee, an indefinite and exclusive right to use the client IPR. MCH LMS shall be entitled to (re-)use those intellectual creations it has compiled which were not implemented in the context of the performance of the contract (e.g. rejected ideas and drafts), and the know-how it acquired or deployed in the course of its performance of the contract (e.g. methods and techniques), during and following termination of its contract with the client, for other clients without any restrictions and without needing to pay compensation to the client.

The client declares his/her express agreement that MCH LMS may publicly use his/her name and the activity MCH LMS is carrying out for him/her for reference purposes during the performance of the contract and after the contract has ended, and may also create image, sound and film material about the activity and use it publicly for advertising its services; a written agreement to the contrary is reserved.

23 Concluding provisions

23.1 Authorised signatories for MCH LMS

Authorised signatories for MCH LMS must sign jointly with two signatures. Single signatures are not legally binding.

23.2 Data protection

The client gives their express consent for MCH LMS to process and have processed by third parties the data that the client makes available to MCH LMS for fulfilment of the contract. All client data will be processed in conformity with the applicable data protection laws.

23.3 Confidentiality

Quotations, contracts and the business correspondence between MCH LMS and the client are deemed to be confidential and may not be disclosed without the consent of the other party.

In addition, any information which MCH LMS discloses to the client in presentations, plans, analyses and notes regarding ideas, concepts and layouts before and after the conclusion of the contract, irrespective of whether in written, visual, electronic or oral form, is deemed to be confidential and the client may not use this without the written consent of MCH LMS either for his own benefit or for the benefit of a third party.

23.4 Severability

If any provision of these GTC or any contract between MCH LMS and the client is found to be invalid or unenforceable, this shall not affect the validity and enforceability of the other provisions of these GTC or the contract. As far as possible, MCH LMS and the client shall replace the invalid or unenforceable provision with an economically equivalent, valid and enforceable provision.

23.5 Original text

These GTC may be translated into other languages. The GTC in the German language are the original version and take precedence over the translated GTC.

23.6 Applicable law

THE SUBSTANTIVE LAWS OF SWITZERLAND SHALL SOLELY APPLY, TO THE EXCLUSION OF THE PROVISIONS GOVERNING INTERNATIONAL PRIVATE LAW AND INTERNATIONAL TREATIES – IN PARTICULAR BUT NOT EXCLUSIVELY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS OF 11 APRIL 1980 (CISG; VIENNA CONVENTION ON THE INTERNATIONAL SALE OF GOODS).

23.7 Exclusive place of jurisdiction

SUBJECT TO COMPULSORY JURISDICTIONS, THE REGISTERED OFFICE OF MCH LMS (JURISDICTION OF THE COURTS OF USTER ZH) SHALL BE THE EXCLUSIVE PLACE OF JURISDICTION FOR ANY DISPUTES ARISING BETWEEN MCH LMS AND THE CLIENT. MCH LMS RESERVES THE RIGHT TO ALSO TAKE LEGAL ACTION AGAINST THE CLIENT AT THE LOCATION OF THE CLIENT'S REGISTERED OFFICE.