

GENERAL TERMS AND CONDITIONS

(Version: November 2009; replaces all previous versions)

1. SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions apply to all contracts between Expomobilia AG, having its registered office in Illnau-Effretikon (referred to in the following as "EXPOMOBILIA") and its customers concerning the services described in quotations, unless otherwise expressly agreed in writing or mandatorily prescribed by law.
- 1.2. The general conditions of business of customers are not applicable unless the whole or any part have been expressly accepted by EXPOMOBILIA in writing.

2. EXTENT AND PERFORMANCE OF SERVICES

- 2.1. The subject matter of the contract is the agreed service. EXPOMOBILIA undertakes to carry out the contractual work with all due care.
- 2.2. The corresponding additional expenditure shall be paid by the customer separately if the extent of the agreed services is extended at the request of the customer during the course of work.
- 2.3. EXPOMOBILIA may assign performance of individual duties under the contract to third parties.

3. PLACE OF PERFORMANCE / PASSING OF RISK / TRANSPORT

- 3.1. The place of performance and decisive for passing of risk is the location of the registered office of EXPOMOBILIA or the destination concerned (hereinafter called "place of performance") if goods to be manufactured or delivered are required to be transported to a certain destination.
- 3.2. Risk passes to the customer on the start of the delay in the event of delay in acceptance (see sub-section 4.1).
- 3.3. Transport services provided by EXPOMOBILIA represent a secondary obligation. EXPOMOBILIA may instruct haulage contractors for this.

4. DELAY IN ACCEPTANCE / FAILURE OF CO-OPERATION

- 4.1. EXPOMOBILIA may cancel the contract without a period of notice if provision of a particular result has been agreed in writing in the quotation and the customer or a third party instructed by him, shall default in accepting the service offered by EXPOMOBILIA, or if the customer or a third party instructed by him shall fail to co-operate as required. A claim by EXPOMOBILIA to compensation for damages arising to it because of the delay or failure of co-operation on the part of the customer or a third party instructed by him, shall not be thereby affected. More particularly, the customer shall indemnify EXPOMOBILIA for and against claims made by third parties.

5. CONDITIONS OF HIRE

- 5.1. EXPOMOBILIA shall make hire items available to the customer in accordance with the quotation. All hire items entrusted to the customer are solely the property of EXPOMOBILIA.
- 5.2. EXPOMOBILIA undertakes to provide the hire items in a condition corresponding to the purpose of use.
- 5.3. The customer undertakes to treat the hire items with all due care. He shall ensure that the hire items are not passed to a third party and shall take reasonable precautions against loss and theft.
- 5.4. No refund of the payment for hire either proportionately or completely will be made if the customer does not accept the hire items ordered from EXPOMOBILIA.

6. STORAGE

- 6.1. EXPOMOBILIA shall not undertake storage of items specifically manufactured for the customer unless otherwise agreed in writing.

7. WARRANTY OF TITLE AND CONDITION

- 7.1. Warranty of title and condition is in principle excluded to the extent permissible at law, with the following limitations:
- 7.2. EXPOMOBILIA warrants that (i) the work complies with the specifications and characteristics agreed with the customer for the duration of use, and (ii) the work can be employed for the use as required.
- 7.3. The contracting parties shall jointly examine the work at the place of performance immediately after delivery as to whether this complies with the specifications agreed in writing. The results of examination shall be recorded in an inspection report to be signed by both contracting parties. All defects discovered on examination shall be stated in this report. It shall also be recorded in the inspection report if no defects are found.
- 7.4. The work will be deemed to be accepted on signature to the inspection report. Slight defects which do not substantially restrict the suitability of the work for use shall not entitle the customer to refuse signature to the inspection report. The defects in this case shall be eliminated within a useful period at the expense of EXPOMOBILIA. Cancellation of the contract and a deduction from the price are excluded in all cases.
- 7.5. The customer may refuse signature to the inspection report and therefore refuse acceptance, if the work shall show material defects which substantially restrict the suitability of the work for use. EXPOMOBILIA shall eliminate these defects within a useful period at its own expense. A further acceptance shall be made after elimination of the defects. The customer may either again set a reasonable period for subsequent improvement or approve the work with a set-off for the corresponding decrease in value, which shall be jointly set in good faith by both parties, if the work still cannot be accepted because substantial defects still exist. Cancellation of the contract is excluded in all cases.
- 7.6. Putting the work into operation by the customer is deemed to be valid acceptance in every case.
- 7.7. Defects found after acceptance, which could not have been discovered on acceptance even after taking due care, shall be notified in writing by the customer to EXPOMOBILIA without delay after discovery, that is, within three working days at maximum, otherwise the claim to elimination of defects shall be forfeited. Such defects shall be remedied by EXPOMOBILIA without charge immediately after receipt of notification. The customer may set a further subsequent period for elimination of defects or demand from EXPOMOBILIA the reduced value of the service, if such defects cannot be eliminated by EXPOMOBILIA within a useful period. This reduced value shall be determined in good faith jointly by the parties.

- 7.8. A claim to reimbursement of costs which the customer has expended to produce the proper service (hereinafter called "substitute performance") is excluded in every case. Section 12 applies to the extent that additional claims to compensation shall exist.
- 7.9. All claims for warranty of condition expire 12 (twelve) months from acceptance.

8. REMUNERATION

- 8.1. Invoicing is made on the basis of the quotation. Invoices are due for payment within 30 days of receipt (hereinafter called "due days") if nothing to the contrary has been agreed.
- 8.2. The customer will automatically be in arrears if payment is not made within the set period and he shall owe default interest of 1 % per full or commenced calendar month.
- 8.3. The remuneration conditions are also to be observed by the customer if performance of contract is delayed or made impossible by reason of circumstances for which EXPOMOBILIA shall not be responsible.
- 8.4. The customer shall not be entitled to any right of compensation and he may not make any deductions from the invoice amounts (e.g. for a discount etc.).
- 8.5. The customer bears taxes, levies etc. in every case.

9. RETENTION OF OWNERSHIP / RETENTION

- 9.1. All items which the customer wishes to acquire in accordance with the quotation remain in the ownership of EXPOMOBILIA until full payment by the customer of the price. EXPOMOBILIA may register the reservation of ownership pursuant to Art. 715 ZGB [Swiss Civil Code].
- 9.2. The customer shall immediately notify EXPOMOBILIA of any encumbrance, retention or confiscation or any institution of insolvency proceedings against him. The customer is liable to notify the ownership of EXPOMOBILIA in hired items to the appropriate Debt Collection Office or Bankruptcy Office, in the case of hire items which the customer shall have received from EXPOMOBILIA.
- 9.3. The right of retention of the customer in items delivered by EXPOMOBILIA is excluded.

10. INDUSTRIAL PROPERTY RIGHTS / RIGHTS OF EXPLOITATION

- 10.1. All intangible rights, of which rights of exploitation and dealing (hereinafter called "rights") in the products created by EXPOMOBILIA (such as more particularly and not conclusively, plans, drawings, samples, models, constructions, stand components etc.) remain in the sole and unrestricted ownership of EXPOMOBILIA unless otherwise agreed between the parties in writing.
- 10.2. EXPOMOBILIA may also without cost otherwise freely use the ideas, concepts, methods and techniques, including acquired know-how, employed for performance of the contract. Maintenance of secrecy in confidential data and documentation remains unaffected in every case (see also section 11.).

11. DATA PROTECTION

- 11.1. The customer declares his express agreement that EXPOMOBILIA may process and use data included in the contractual relationship with the customer. Furthermore, EXPOMOBILIA may use the fact of the contractual relationship and its actual work as reference, for example, when making quotations, or at events.
- 11.2. EXPOMOBILIA is authorised to process, or to have processed by third parties, personal data entrusted to it within the scope of performance of contract.
- 11.3. All customer data will be treated in conformity with the statutory provisions of the Swiss data protection legislation.

12. LIABILITY / INSURANCE

- 12.1. EXPOMOBILIA is responsible for careful performance of its contractual obligations and accepts liability for direct damages in this connection, which it or third parties instructed by it causes intentionally or as a result of gross negligence. Moreover, liability is excluded more particularly in the event of slight negligence for indirect damages, consequential damage and loss of profits.
- 12.2. The upper limit to liability in every case shall be the remuneration paid by the customer for the services of EXPOMOBILIA.
- 12.3. Insurance for items manufactured by EXPOMOBILIA and delivered to the customer is the responsibility of the customer. The hired items provided pursuant to sub-section 5.1. are insured by EXPOMOBILIA. The customer materials stored with EXPOMOBILIA pursuant to sub-section 6.1. shall be insured by the customer.

13. FORCE MAJEURE

- 13.1. Every incident (hereinafter called "interruption") which (i) hampers or renders impossible performance of contract and (ii) for which EXPOMOBILIA is not responsible, as for example but not conclusively, *force majeure* of any kind (e.g. interruptions in services and disruptions of traffic, strikes etc.) shall release EXPOMOBILIA from the duty to fulfil the contract for the duration of the interruption.

14. SAFEGUARDING CLAUSE

- 14.1. If a provision in these General Terms and Conditions shall be or become invalid, void or unenforceable, the validity and enforceability of the remaining conditions shall not be thereby affected.

15. PLACE OF JURISDICTION / APPLICABLE LAW

- 15.1. ALL AGREEMENTS AND THE REMAINING LEGAL RELATIONSHIPS BETWEEN THE PARTIES WHICH ARE SUBJECT TO THESE GENERAL TERMS AND CONDITIONS ARE SUBJECT TO THE **LAW OF SWITZERLAND** TO THE EXCLUSION OF THE VIENNA TREATY ON SALE OF GOODS (CISG) AND OTHER INTERNATIONAL TREATIES.
- 15.2. THE COMPETENT COURT AT THE **LOCATION OF THE REGISTERED OFFICE OF EXPOMOBILIA (COURT DISTRICT PFAFFIKON)** OR AT THE ELECTION OF EXPOMOBILIA, ALSO THE COURT AT THE LOCATION OF THE REGISTERED OFFICE OR PLACE OF RESIDENCE OF THE CUSTOMER SHALL HAVE JURISDICTION FOR ALL DISPUTES WHICH ARE CONNECTED WITH AGREEMENTS OR OTHER LEGAL RELATIONSHIPS BETWEEN THE PARTIES AND ARE SUBJECT TO THESE GENERAL TERMS AND CONDITIONS.