

# General Terms & Conditions Elmia AB – Conventions, Exhibitions & Events (CE&E)

## 1. GENERAL

These General Terms & Conditions supplement the specific agreements signed with each Customer before each conference, exhibition, event or similar (hereinafter "Arrangement"). They also apply to outdoor arrangements. If the booking also includes parts with Stand Bookings, the General Terms & Conditions for Elmia AB, which cover all terms and conditions for trade fairs and stands, shall apply to those parts.

In the event of conflicting information or interpretations, the order of preference shall be as follows:

1. Specific agreement.
2. General Terms & Conditions. (CE&E)
3. General Terms & Conditions Elmia AB.
4. Technical regulations.

The Customer undertakes to follow these General Terms & Conditions and other rules and instructions that may be issued by Elmia.

## 2. PARTIES & THE AGREEMENT

The parties in these General Terms & Conditions are Elmia AB, reg. no. 556354-2413 and the respective Customer. The Agreement is what the Parties have agreed for the Arrangement in question. The period of validity shall be specified in the Agreement.

## 3. ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS

Elmia shall be entitled to amend these general terms and conditions. In this case, Elmia shall inform the Customer before the amendment comes into effect. Information of this nature shall be posted on Elmia's website and/or sent by e-mail or another suitable communication channel.

## 4. ORDERS

Orders for premises/venues, catering services and other services may be placed online, by telephone or in some other similar way. Regardless of how the order is placed, the order is binding for the Customer. Once Elmia has sent the Customer an order confirmation, an agreement has been entered into in accordance with the terms stated in the order confirmation. The Customer shall inform Elmia in writing if the order confirmation differs from the order.

Elmia shall be entitled to reject a submitted order or to place special conditions on participation without a specific reason. Any objections to the order confirmation shall be filed by the Customer within fourteen (14) days of the date on the order confirmation, after which Elmia shall be entitled to either remedy the filed objection or declare the agreement not valid. If no objection is filed before the period stated above, the Customer shall be bound by the content of the order confirmation.

## 4. CANCELLATIONS, ADDITIONS OR CHANGES TO ORDERS

That stated in paragraph 4 above about orders is also valid in applicable parts to cancellations, additions or changes to orders. Cancellations must always be made in writing by the Customer and confirmed in writing by Elmia.

Cancellations of orders for the Hammar skjöldsalen venue, the Rydbergsalen venue, and bookings covering more than 5 venues or 2 outdoor areas, along with related add-on services, may be made 4 months before the Arrangement without incurring charges. 50% of the order value will be charged for cancellations made 2–4 months before the Arrangement; 75% for cancellations made 1–2 months before the Arrangement; and if a cancellation is made any later, 100% will be charged.

Cancellations of **orders for a Party/Banquet area with more than 200 participants**, along with related technical orders (e.g. stage with lighting/audio) may be made 8 weeks before the Arrangement without incurring charges. 50% of the order value will be charged for cancellations of Hire & Tech made 4–8 weeks before the Arrangement; 75% for cancellations made 2–4 weeks before the Arrangement; and if a cancellation is made any later, 100% will be charged.

Cancellations of orders for **other premises/venues, up to 4 meeting rooms** and related add-on services, including Catering Services, may be made 2 weeks before the Arrangement without incurring charges. 50% of the total order value will be charged for cancellations made 1–2 weeks before the Arrangement, and if a cancellation is made any later, 100% will be charged.

In the event of a cancellation of **all or parts of Catering Services**, the Customer shall pay:

I) 550% of the value of the catering services ordered if the cancellation is made at the latest fourteen (14) days before the first day of the Arrangement; or

II) 75% of the value of the Catering Services ordered if the cancellation is made between fourteen (14) and three (3) days before the first day of the Arrangement; or

III) 100% of the value of the Catering Services ordered if the cancellation is made later than three (3) days before the first day of the Arrangement.

IV) For larger Party/Banquet orders with 100–200 covers, the arrangement organiser may increase or reduce the number of covers by 10% no later than 5 days before the Arrangement. When ordering more than 200 covers, the organiser may change the number by 10% no later than 10 days before the Arrangement; Elmia must be notified of any such changes in writing. An increase in numbers after this deadline may be made if specifically agreed. Reductions after this deadline are not possible.

## 5. PLACEMENT & EQUIPMENT

Elmia shall provide premises and venues as agreed. Elmia reserves the right, however, to relocate the Arrangement provided it does not have a detrimental impact on the Arrangement.

Unless otherwise agreed, premises and venues shall be equipped according to the specification at Elmia.se. Elmia reserves the right to make minor adjustments to the content of the equipment, while ensuring maintained functionality.

## 6. ADMISSION

Elmia shall inform the Customer in writing at which time admission to the allocated venue may take place. Admission shall only be granted if all invoiced amounts have been paid by the due date.

## 7. PARALLEL ARRANGEMENTS

Other trade fairs, conferences or activities arranged by other organisers may be held alongside the Arrangement.

## 8. LIABILITY AND INSURANCE

The Customer shall be fully responsible for all damage, whatever form it may take, which arises in connection with the Arrangement in question. The Customer shall also be responsible, as above, for any damage that arises during and in connection with transport to and from the Arrangement in question. Elmia shall not assume any liability for the Customer's property or hired equipment.

## 9. SECURITY

The organiser agrees to comply with Swedish law in all matters relating to the Arrangement, and to acquire all necessary licences and permits from relevant government agencies, and to show these to Elmia no later than 30 days prior to the Arrangement. The organiser shall reimburse Elmia for all and any damage caused to Elmia if this condition is not met.

Where Elmia obliges the organiser to prepare a special safety plan, the organiser shall do so in accordance with the template provided by Elmia, and shall call government agencies to safety meetings as required.

The Customer, or any other natural person or legal entity whose services the Customer has employed or for whom the Customer is responsible, shall comply with the Agreement and any additional instructions that Elmia may issue as well as all applicable legislation, administrative provisions and regulations that apply to the Arrangement. If the Customer breaches the Agreement, Elmia shall be entitled to dismiss the Customer, or any other natural person or legal entity whose services the Customer has employed or for whom the Customer is responsible, from Elmia's premises. If the Customer breaches the Agreement, Elmia shall also be entitled to take corrective measures at the Customer's expense. The right to dismiss the Customer or to take corrective measures shall not deprive Elmia of the right to take other possible legal actions due to the breach of the Agreement. Whatever the reason, the Customer shall pay the costs and fees which result from the Agreement and shall have no right to damages, repayment or other compensation due to the dismissal or the corrective measures.

Elmia shall be responsible for opening and locking the Arrangement, and for providing 1 security guard at the security centre. Any further security guards/stewards the Customer requires for its participation in the Arrangement shall be supplied by Elmia and be paid for by the Customer.

If the Customer wishes to use additional security personnel, such as bodyguards, they must first be approved by Elmia. If Elmia considers that special security measures are required due to the Customer's participation in the Arrangement, the Customer shall be responsible for the costs involved.

## 10. TERMS OF PAYMENT

The Customer is liable to pay and shall make payment in compliance with the due date on each invoice. If anyone other than the Customer is to pay or be invoiced a specific amount of the order, Elmia must have given its approval in writing no later than thirty (30) days before the booking goes ahead.

Unless otherwise stated in the Agreement, the following terms of payment shall apply:

Hire fees shall be invoiced with a due date 30 days before the Arrangement, any additional orders and services shall be invoiced no later than 60 days after the Arrangement.

All prices stated in the Agreement exclude VAT and any additional fees or taxes. VAT and additional taxes shall be paid according to the VAT rate and tax rate applicable at the time according to Swedish law. Any additional fees and taxes shall be paid by the Customer. If the Customer is established in the EU, a valid VAT number shall be sent to Elmia so that the Customer can receive an invoice without Swedish VAT. If the Customer is established outside the EU, documents showing that the Customer conducts business in the country of establishment shall be sent to Elmia so that the Customer can receive an invoice without Swedish VAT.

Customers who are established outside Sweden and sell goods or services for cash or card payment during the Arrangement may be required to register for VAT in Sweden.

In the event of late payment, penalty interest shall be charged from the due date at a rate of two (2) per cent a month. In the event of late payment Elmia shall also reserve the right to charge a reminder fee in accordance with Sweden's Act on Compensation for Debt Recovery Costs, etc. (1981:739).

## 11. THE CUSTOMER'S OBLIGATIONS

The Customer may not, unless Elmia and/or the relevant authority has provided permission:

- In any way refer to an exhibition outside of the fair area,
- Locate objects outside of or on the outer side of the stand walls,
- Block fire safety devices or similar,
- Use decorative materials not approved by the Swedish fire safety authorities,
- Use a surface treatment other than Elmia's standard surface treatment on walls and other materials,
- Store gases and flammable liquids or use an open fire in the exhibition area,
- Distribute advertising or in some other way conduct marketing that contravenes Sweden's Marketing Practices Act (2008:486) or the International Chamber of Commerce's rules on advertising,
- Carry out political or other propaganda.

## 12. RIGHTS

The Customer approves the transfer of its personal data to Elmia and selected third parties so that products and services offered by Elmia can be provided and function correctly.

Within the framework of the Arrangement, the Customer may provide Elmia with a list of its customers and potential customers whom the Customer wishes to invite or notify of its participation in the event. Elmia will send invitations or offers to take part in the event to the people or companies concerned. The Customer confirms that the contact list has been prepared in accordance with the General Data Protection Regulation, GDPR, and that the people concerned have been notified that the Customer's partners may re-use the contact information for marketing purposes. The Customer guarantees to Elmia that its customers and potential customers will not claim recourse for using their contact information to notify them of the Arrangement or related arrangements.

The Customer shall notify Elmia immediately if customers or potential customers do not consent to the processing of their contact information by Elmia.

The Customer shall give Elmia the right during the Arrangement to freely take photographs and sound recordings of the Customer, its personnel or other people representing the Customer, products, messages, films, presentations or other items representing the Customer or objects the Customer displays at the Arrangement. The Customer guarantees that it will not invoke copyright in any way to oppose this. Elmia shall thereafter be entitled to freely publish the results of such photographs and sound recordings in its own or general marketing, documentation and media. Elmia shall be responsible for the necessary licences for such use from third parties concerned.

## 13. BREACH OF AGREEMENT

In the event that the Customer acts in contravention of the special agreement or these General Terms & Conditions, Elmia shall be entitled to damages which equate to the agreed rent and cover all damage Elmia has otherwise proven to have suffered. Furthermore, Elmia shall be entitled to freely dispose of the premises/venue in question and dismiss the Customer from the Arrangement in question. Elmia shall be entitled to retain the Customer's property as security for the Customer's fulfilment of its obligations. If the Customer, without the consent of Elmia, cancels a signed agreement it shall be obliged to pay compensation to Elmia as above.

## 14. PREMATURE TERMINATION

In cases where Elmia, for any reason, is forced to cancel or postpone an arrangement until another date, the fee paid will be refunded if the Customer decides to cancel within thirty (30) days of being notified of the change.

## 15. COMPLAINTS

If the Customer wishes to make a claim under the Agreement, the claim must be made in writing and without delay after the Customer has noticed or should have noticed the reason for the claim. However, the claim must always reach Elmia at the latest by thirty (30) days after implementation in accordance with the order.

## 16. ALCOHOL AND CATERING SERVICES

Elmia's Restaurant & Catering contractor has the exclusive right to serve food and beverages at Elmia.

Under Swedish legislation on alcohol, all alcohol served in connection with the Arrangement in question must be purchased by the licence holder at Elmia, who shall therefore be responsible for serving alcohol. The Customer shall not be entitled to sell food, drink, alcohol or tobacco. In the event of an infringement, or risk of infringement, of intellectual property rights in connection with the Arrangement in question, Elmia shall be entitled to intervene in the way and to the extent that it deems necessary.

## 17. CUSTOMER AND PERSONAL DATA (GDPR)

Elmia's privacy policy describes how Elmia handles personal data and a current version of the policy is always available on Elmia's website ([www.elmia.se](http://www.elmia.se)). In brief, the policy means the following: Elmia is a data controller for processing the Customer's customer and personal data. The Customer consents to Elmia processing its customer and personal data in connection with the Agreement. The Customer understands and agrees to the registration of such customer and personal data as a basis for agreements and administration and that customer and personal data may be disclosed to external business partners and used for marketing purposes. Elmia may supplement the customer and personal data by collecting data from private and public databases.

The Customer shall have the right to access, update and correct customer and personal data registered in accordance with the Agreement and to withdraw consent. In such a case, the Customer shall notify the contact person at Elmia in writing.

## 18. CONFIDENTIALITY

The Parties shall undertake without limitation in time not to disclose confidential information received from the other Party to any third party.

"Confidential information" refers to any information – technical, commercial or of another nature – regardless of whether or not it has been documented, with the exception of:

- a. Information that is public knowledge or becomes public knowledge by another way than due to a Party's breach of the Agreement.
- b. Information that a Party can demonstrate it already knew before it received it from the other Party.
- c. Information that a Party has received or will receive from a third party without being bound to secrecy in relation to that third party.

In cases which fall under c. above, however, the receiving Party does not have the right to disclose to outside parties that the same information was also received from the second Party in connection with this Agreement.

The Parties are aware that a Party may be forced to disclose confidential information due to legislation, statutes, regulations or requirements from a stock exchange, marketplace or public authority, whose regulations the Party is obliged to follow. In such a case, the Party shall – to the extent permitted – inform the other Party

of this and of the measures which are planned to be taken in conjunction with this disclosure.

Elmia is a municipally owned company and the Parties understand that Elmia is subject to special regulations governing the public sphere and secrecy. Given this fact, the confidentiality obligation as stated in this paragraph shall not apply in such cases where Elmia is obliged by law to disclose information

#### **19. FORCE MAJEURE**

If a Party is prevented from fulfilling its obligations due to circumstances beyond the Party's control which the Party could not reasonably have foreseen when the Agreement was signed and whose consequences the Party could not reasonably have avoided or overcome, this shall constitute grounds for exemption, which means the Party is released from the obligations for as long as the obstacle remains and is exempted from the penalty.

Events deemed to be beyond a Party's control shall include (but not be limited to) labour market disputes, natural disasters, fire, war, terrorist acts, pandemics and governmental action. Labour market disputes due to the Party not complying with rules and principles that apply on the labour market or are otherwise standard shall not be deemed to be beyond a Party's control.

For an event to be valid as grounds for exemption in accordance with this paragraph, the counterparty shall immediately be notified in writing that circumstances exist that may cause the provision to be applied.

The Parties shall take all reasonable action to mitigate the consequences of a circumstance that is grounds for exemption.

In the event that the Arrangement is cancelled due to a circumstance in accordance with this paragraph, Elmia shall communicate new dates for the Arrangement as soon as possible, and this Agreement shall therefore be extended in accordance with the new implementation date/dates.

#### **20. APPLICABLE LAW**

This Agreement is subject to Swedish law.

#### **21. DISPUTES**

Any dispute relating to this Agreement shall primarily be settled through negotiations between the Parties. Otherwise the dispute shall be considered by general court with Jönköping District Court as the court of first instance.