

# General Terms & Conditions Elmia AB

## 1. GENERAL

These General Terms & Conditions supplement all the specific agreements signed with each exhibitor before each fair. In the event of conflicting information or interpretations, the following precedence shall apply:

1. Specific Agreement.
2. General Terms & Conditions.
3. Technical Guide.
4. Exhibitor Guide of the fair in question.

The Exhibitor undertakes to follow these General Terms & Conditions and other conditions and the instructions that may be issued by Elmia.

## 2. THE PARTIES & THE AGREEMENT

The parties to these General Terms & Conditions are Elmia AB business number 556354-2413 and the Exhibitor.

Elmia AB is the company which in accordance with the Agreement supplies the Exhibitor services such as exhibition space (stand space), stand service, electricity, water, cleaning, restaurant services etc.

The Exhibitor is the entity that is the Main Exhibitor and makes use of the stand space during the fair.

The Agreement is that which the Parties have agreed to about the fair and as stated in Section 1. The period of validity shall be stated in the Agreement and in the fair in question's Exhibitor Guide for the implementation of the fair or fairs governed by the Agreement.

## 3. MAIN EXHIBITORS AND CO-EXHIBITORS ETC.

Exhibitors may register co-exhibitors using a special form or online. Exhibition space, however, may not be transferred without Elmia's written approval. The exhibitor is responsible to Elmia for all the co-exhibitors' actions and obligations, whatever form they may take.

## 4. ADDITIONS AND AMENDMENTS TO THE TERMS & CONDITIONS

For additions and amendments to these Terms & Conditions to be valid, they must be made in writing and signed by the Parties.

## 5. ORDERING

Orders for exhibition spaces (stand spaces), restaurant services, stand service and other services may be placed online, by telephone, by fax or in some other similar way. Regardless of how the order is placed, the order is binding for the Exhibitor.

Once Elmia has communicated an order confirmation to the Exhibitor, an agreement has been entered into in accordance with the terms stated in the order confirmation. The Exhibitor shall inform Elmia in writing if the order confirmation deviates from the order.

Elmia is entitled to reject, without a specific reason, a received order or to place special conditions on participation. Any objections to the order confirmation shall be filed by the Exhibitor within fourteen (14) days of the date given on the order confirmation, after which Elmia is entitled either to remedy the filed objection or to declare the agreement not valid. Orders concerning stand interiors are binding when the order date is less than thirty (30) days prior to the fair's move-in date. If no objection is filed within the above-stated grace period, the exhibitor is bound by the contents of the order confirmation.

## 6. CANCELLATION OF, ADDITIONS TO OR CHANGES TO THE ORDER

The statements contained above in Section 5 about the Order also apply mutatis mutandis to the cancellation of, additions to or changes to the Order. A cancellation, however, must always be made in writing by the Exhibitor and be confirmed in writing by Elmia.

### If the Exhibitor cancels a Stand space the Exhibitor shall pay:

- a) 20% of the value of the Stand space as stated in the Order plus the basic fee for the Stand space if the cancellation is made at the latest 12 months prior to the Fair's first day; or
- b) 50% of the value of the Stand space as stated in the Order plus the basic fee for the Stand space if the cancellation is made later than 12 months but earlier than 9 months prior to the Fair's first day; or
- b) 100% of the value of the Stand space as stated in the Order plus the basic fee for the Stand space if the cancellation is made later than 9 months prior to the Fair's first day.

When a Stand space is cancelled, the Exhibitor's usage right to the Stand space as stated in the Agreement ceases.

The same rules governing Stand space also apply to advertising.

### If the Exhibitor cancels Stand service the Exhibitor shall pay:

- a) 75% of the value of the Stand service as stated in the Order if the cancellation is made later than 30 days prior to the Fair's first day; or
- b) 100% of the value of the Stand service as stated in the Order if the cancellation is made later than 14 days prior to the Fair's first day.

If the Exhibitor cancels Stand service which includes services that have wholly or partly been customised for or made for the Exhibitor, e.g. carpentry work, the Exhibitor shall always pay 100% of the value of these services as stated in the Order.

### If the Exhibitor cancels all or parts of the Restaurant services the Exhibitor shall pay:

- a) 50% of the value of the Restaurant services as stated in the Order if the cancellation is made at the latest 30 prior to the Fair's first day; or
- b) 75% of the value of the Restaurant services as stated in the Order if the cancellation is made later than 30 days but up to and including the third day prior to the Fair's first day; or
- c) 100% of the value of the Restaurant services as stated in the Order if the cancellation is made later than 3 days prior to the Fair's first day.

## 7. EXHIBITION SPACE

Elmia is entitled to allocate stand space. This right shall also be passed on to parties to whom Elmia has transferred the right to allocate stand space. Any objections to the allocated stand space shall be filed within seven (7) days of the Exhibitor receiving a communication about the allocated stand space. In cases where an objection is not filed within this grace period, the exhibitor shall be committed to the allocated stand space. Elmia is entitled to allocate another stand space, to adjust the size of the stand space, and to close entrances to and exits from the stand space and to take other measures if deemed necessary.

## 8. ACCESS

Elmia shall inform the Exhibitor in writing at which time access to the allocated stand space may take place. Access is only permitted, however, if the basic fee and stand hire have been paid. The Exhibitor is obliged to take possession of the allocated stand space no later than twenty-four (24) hours before the fair in question opens. The stand space shall be put in order no later than two (2) hours before the fair in question opens. In cases where the above-stated time periods are not observed, Elmia shall be entitled to make use of the stand space as it wishes.

## 9. SETTING UP STANDS

When setting up and preparing the stand space, the Exhibitor is obliged to comply with Elmia's Technical Guide, which can be found at [www.elmia.se](http://www.elmia.se), as well as the relevant rules regarding set up and preparation in the exhibitor guide for the fair in question. The Exhibitor shall be obliged to ensure there are no visual or acoustic disruptions to nearby stand spaces, that communication in the exhibition hall is not disturbed and that no other similar hindrances arise. Machines with a high noise level or machines that could cause damage to the ground may only be demonstrated in areas designated by Elmia. In the event of any damage to the ground, the exhibitor is obliged to restore the ground to an acceptable state at the Exhibitor's expense. The Exhibitor has sole responsibility for setting up and preparing the stand space, along with its design and decoration. In cases where the stand is built on two levels, Elmia is entitled to charge rent for the total surface area of each level. Structures and displays higher than the fair's maximum limit of 2.5 metres shall be reported in advance and be approved by Elmia and will be charged for at the rate of SEK 5,000 per stand. The display of beach flags will be charged for at the rate of SEK 1,000 each.

## 10. STAND MAINTENANCE

The Exhibitor shall keep the Exhibitor's stand in optimum condition. The stand space shall be staffed during the opening times of the fair in question. The Exhibitor is responsible for separating and removing waste from the stand space. If reminded by Elmia, the Exhibitor shall be obliged to improve the stand space, at the Exhibitor's own expense, in the way Elmia deems necessary. The Exhibitor may only display the objects that were stated in the order for stand space and that are included in the product guide and/or corresponding catalogue information for the fair in question. Elmia is entitled to remove exhibition objects that are contrary to the field of products and services of the fair in question or otherwise contravene prevailing laws and regulations. In the event of objects being removed in accordance with this stipulation, the Exhibitor shall in no case be entitled to compensation from Elmia for costs or damage – direct or indirect – which may arise from the removal decision. It is not permitted to exhibit objects deemed unsuitable by Elmia from a safety perspective, such as explosive or flammable items, without the prior written consent of Elmia. Exhibition objects shall comply with the relevant authorities' and/or control bodies' regulations and, if so required, shall be approved by such authorities or bodies. Furthermore, the Exhibitor shall be obliged to comply with applicable work environment legislation.

## 11. REMOVAL OF EXHIBITION OBJECTS

The Exhibitor is not entitled to remove exhibition objects during an ongoing fair. In the event that the Exhibitor does not remove exhibition objects and other equipment and packaging after the end of the fair, Elmia is entitled to remove and, if applicable, to destroy such property at the exhibitor's expense. The Exhibitor shall also be responsible for paying Elmia compensation for the inconvenience caused to Elmia for removing and destroying the Exhibitor's exhibition objects and other equipment.

## 12. TRANSPORT

If the Exhibitor wishes to use Elmia's transport services, the Exhibitor shall be obliged to follow the rules regarding these in the exhibitor guide for the fair in question. The Exhibitor shall accept that loading and unloading may take place automatically at the Exhibitor's expense.

## 13. FAIR CATALOGUE ETC.

In the event that a fair catalogue is produced, the Exhibitor shall submit catalogue information on the form provided or via My Pages online. The Exhibitor shall agree that Elmia processes the Exhibitor's customer and personal data and that they may be used for marketing purposes. Elmia shall be entitled to publish such information both in the catalogue and online. Elmia shall have sole responsibility for deciding on the layout of the fair catalogue and disclaims any responsibility for any errors in the fair catalogue. Elmia is the controller as stated in Section 22 Customer and personal data (GDPR).

## 14. RESPONSIBILITY & INSURANCE

The Exhibitor shall be fully responsible for all damage, whatever form it may take, that arises in connection with the fair in question. The Exhibitor shall also be responsible, as above, for any damage that arises during and in connection with transport to and from the fair in question. Elmia shall not assume any duty of care for the Exhibitor's property or hired equipment. As a trade fair organiser we know that insurance coverage is important, and Elmia therefore automatically takes out a necessary insurance policy when an Agreement has been reached for an exhibition place (stand space). You will receive this together with your order confirmation plus information about Elmia's Exhibitor Insurance. Complete policy terms and conditions are available at [www.elmia.se](http://www.elmia.se). With Elmia's Exhibitor Insurance your participation in the fair will be safe and you can focus on your sales activities.

As an Exhibitor you can cancel the insurance via My Pages but in that case you should ensure that you have your own necessary insurance.

## 15. SECURITY

The Exhibitor is responsible for ensuring that the Exhibitor or any other physical individual or legal entity whose services the Exhibitor has employed or for whom the Exhibitor is responsible follows the Agreement and the instructions which Elmia may convey in future as well as all applicable legislation, administrative provisions and regulations which apply to the Fair. If the Exhibitor breaches the Agreement, Elmia has the right to eject the Exhibitor or any other physical individual or legal entity whose services the Exhibitor has employed or for whom the Exhibitor is responsible from Elmia's premises. If the Exhibitor breaches the Agreement, Elmia also has the right to take corrective measures at the Exhibitor's expense. The right to eject the Exhibitor or to take corrective measures does not deprive Elmia of the right to take other possible applicable legal actions due to the breach of the Agreement. Whatever the case, the Exhibitor shall pay the costs and fees which result from the Agreement and has no right to damages, repayment or other compensation due to the ejection or the corrective measures.

Security guards whom the Exhibitor requires for his/her participation in the Fair shall be supplied by Elmia and be paid for by the Exhibitor.

If the Exhibitor wishes to complement the security guards with other security personnel, such as bodyguards, they must first be approved by Elmia. If Elmia considers that special security measures are required due to the Exhibitor's participation in the Fair, the Exhibitor shall be responsible for the costs involved.

## 16. TERMS OF PAYMENT

The exhibitor is responsible for making payment and shall do so in compliance with the due date on each invoice. If anyone other than the exhibitor is to pay or to be invoiced for a specific monetary amount of the Order, then Elmia shall have given its approval in writing.

Unless otherwise stated in the Agreement, the following payment plan applies to the Order:

- a. The basic fee for a stand space will be invoiced after the order confirmation or the signed agreement. The payment terms are 30 days net.
- b. The value of the stand space as stated in the Order plus where applicable the Exhibitor Insurance will be invoiced 90 days prior to the Fair's first day and payment is due at the latest 60 days prior to the Fair's first day.
- c. Payment of 100% of the value of the stand interior as stated in the Order is due 14 days prior to the Fair's first day.
- d. Add-on orders and parts of the Order that cannot be specified or invoiced in advance will be invoiced after the last day of the Fair with payment terms of 20 days net.

Payment in regard to clauses a) to d) above shall be made at the latest 30 days after the stated invoice date provided that the due date specified in the payment plan can be met. All payment shall be made in Swedish kronor (SEK).

The Exhibitor may not gain access to the stand space before payment in full has been received for the basic fee plus the stand space. If the Exhibitor does not follow the applicable payment plan, Elmia has the right to cancel the Agreement with immediate effect in accordance with Sections 18 and 19. If a dispute arises over the Exhibitor's payment liability Elmia has the right to withhold payment up to the disputed amount until this dispute has been decided in accordance with Section 26.

All prices stated in the Agreement are exclusive of VAT and other possible additional fees or taxes (e.g. advertisement tax). VAT and additional taxes shall be paid according to the VAT rate and tax rate that are applicable on each occasion according to Swedish law. Any additional fees and taxes shall be paid by the Exhibitor.

If the Exhibitor is established in the EU, a valid VAT number shall be sent to Elmia in order for the Exhibitor to receive an invoice without Swedish VAT. If the Exhibitor is established outside the EU, documents showing that the Exhibitor conducts business in the country of establishment shall be sent to Elmia in order for the Exhibitor to receive an invoice without Swedish VAT.

Exhibitors established outside Sweden who sell goods or services for cash or card payment during the Fair may be required to register for VAT in Sweden. Such Exhibitors may also be required to use a cash register approved by the Swedish Tax Agency for these payments. More information about VAT registration and cash registers is available at the Swedish Tax Agency's website.

In case of late payment, default interest will be charged from the due date at a rate of 2 per cent per month. In the event of late payment Elmia also reserves the right to charge a reminder fee in accordance with the Act (1981:739) on compensation for debt collection costs, etc.

## 17. THE EXHIBITOR'S OBLIGATIONS

The Exhibitor may not, unless Elmia and/or the competent authority has provided permission to do so:

- In any way refer to the exhibition outside the fair area,
- Place objects outside or on the outer side of the stand walls,
- Block fire protection devices or similar,
- Use decorative materials that are not approved by the Swedish fire safety authority (Brandskyddsmyndigheten),
- Use a surface treatment other than Elmia's standard one on walls and other materials,
- Store gases and flammable liquids or use an open fire in the exhibition area,
- Distribute advertising outside the exhibitor's own stand space,
- 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 activities or other propaganda,
- Serve alcohol at the stand. See Section 21 on alcohol licensing, or
- Serve prepared food at the stand. See Section 21

## 18. BREACH OF AGREEMENT

In the event that the Exhibitor acts in contravention of the specific rental agreement or in contravention of these General Terms & Conditions, Elmia shall be entitled to damages which are equivalent to the agreed basic fee and the agreed rent for the stand space and which cover all other damage which Elmia otherwise shows that it has suffered. Furthermore, Elmia shall be entitled to freely dispose of the stand space in question and to eject the Exhibitor from the fair in question. Elmia shall be entitled to retain the Exhibitor's property as security for the Exhibitor's fulfilment of the Exhibitor's obligations. If the Exhibitor, without the consent of Elmia, cancels a signed agreement, the Exhibitor shall be obliged to pay compensation to Elmia as stated above. If the cancellation is in writing and is received by Elmia no later than six (6) months prior to the start of the fair in question, the Exhibitor shall, however, be entitled to partly reduce the compensation to Elmia by an amount equating to 50% of the agreed stand rental fee, otherwise Elmia shall be fully compensated.

## 19. PREMATURE TERMINATION

In cases where Elmia, for any reason, is forced to cancel or postpone a trade fair until another date, the received basic fee will be retained for the next event date; any received stand hire will be refunded and a new invoice will be issued, with a due date prior to the next event date.

## 20. CLAIMS

If the Exhibitor wishes to make a claim under the Agreement, the claim must be made in writing and without delay after the Exhibitor has noticed or should have noticed the reason for the claim. However, the claim shall always have reached Elmia at the latest by 30 days after the implementation of the fair in question.

## 21. ALCOHOL AND RESTAURANT SERVICES

Under Swedish legislation on alcohol, all alcohol served in connection with the fair in question must be purchased by the alcohol licence holder at Elmia, which is accordingly responsible for serving wines, beers and spirits on the premises. The Exhibitor does not have the right to sell food, drinks, alcohol or tobacco. In the event that any infringement of intellectual property rights occurs or risks occurring in connection with the fair in question, Elmia has the right to intervene in the way and to the extent that Elmia considers to be necessary.

## 22. CUSTOMER AND PERSONAL DATA (GDPR)

Elmia's privacy policy describes how Elmia processes personal data and an up to date version of the policy is always posted at Elmia's website ([www.elmia.se](http://www.elmia.se)). In brief, the policy comprises the following: Elmia is the controller for the processing of the Exhibitor's customer and personal data. The Exhibitor consents that Elmia will process the Exhibitor's customer and personal data in connection with the Agreement. The Exhibitor understands and consents that such customer and personal data is recorded as a basis for agreements and administration and that customer and personal data may be divulged to external cooperation partners and be used for marketing purposes. Elmia may complement the customer and personal data by collecting data from private and public databases. The Exhibitor has the right to access, update and correct customer and personal data that is recorded as stated in the Agreement and to withdraw consent. In such a case, the Exhibitor shall inform the Exhibitor's contact person at Elmia in writing.

## 23. CONFIDENTIALITY

The parties undertake without limitation in time not to divulge to third parties confidential information concerning the other Party, the implementation of the Fair and the Order, and not to exploit such confidential information to a greater extent than that necessary for the implementation of the Agreement.

By "confidential information" is meant each piece of information – whether technical, commercial or of another nature – regardless of whether the information is documented or not, with the exception of:

- a. Information which is public knowledge or which becomes public knowledge by another way than due to a Party's breach of the Agreement
- b. Information which one Party can demonstrate it already knew before receiving that information from the other Party
- c. Information which a Party received from 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 reveal 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 can be forced to reveal confidential information due to legislation, administrative provisions, regulations or requirements from a stock exchange or 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 revelation.

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 commitment as stated in this Section shall not apply in such cases where Elmia is obliged by law to divulge information.

## 24. FORCE MAJEURE

The Parties to this Agreement are not liable to being penalised as a result of failing to fulfil specific obligations under this Agreement, if such failure is due to any of the following exempting circumstances and if such a circumstance prevents, substantially complicates or delays the fulfilment thereof. Events deemed to be exempting include governmental action or failure to act, the passing of new legislation or the amendment of existing legislation, trade dispute, blockade, fire, flood, or major accident.

**25. APPLICABLE LAW** This Agreement is subject to Swedish law.

## 26. DISPUTES

Any dispute relating to this Agreement shall primarily be resolved by mutual agreement. In the event that the dispute cannot be resolved by mutual agreement, if the value of the disputed issue exceeds the sum of five hundred thousand (500,000) Swedish kronor, the matter shall be decided by arbitration in accordance with the Arbitration Institute of the Stockholm Chamber of Commerce's rules for expedited arbitration. Otherwise the dispute shall ultimately be decided by Jönköping District Court.