

General Terms and Conditions Elmia AB

1. GENERAL

These General Terms & Conditions supplement the specific agreements made with each Customer before each fair, event or similar (hereinafter "Arrangement").

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

1. Specific agreement.
2. General Terms & Conditions.
3. Technical regulations.
4. The exhibitor guide for the Arrangement in question on elmia.se/om-elmia/allman-information

The Customer shall undertake 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 and in accordance with paragraph 1. The period of validity shall be specified in the Agreement.

3. MAIN EXHIBITORS AND CO-EXHIBITORS ETC.

Customers who are Exhibitors at Elmia may register co-exhibitors in accordance with the applicable procedure. Stand space, however, may not be transferred without Elmia's written approval. The Customer is responsible to Elmia for all the co-exhibitor's actions and obligations, whatever form they may take.

4. ADDITIONS AND AMENDMENTS TO THE TERMS AND CONDITIONS

Elmia shall be entitled to amend these general and specific 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 sent by post, e-mail, or another suitable communication channel.

5. ORDERS

Orders for stand spaces (stand area), catering services, stand service and other services may be placed online, by telephone or in some other equivalent 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. With orders for stand furniture, the order is binding for order dates less than thirty (30) days before the moving-in date for the Arrangement. If no objection is filed before the period stated above, the Customer shall be bound by the content of the order confirmation.

6. CANCELLATIONS, ADDITIONS OR CHANGES TO ORDERS

That stated in paragraph 5 above about orders is also valid in applicable parts to cancellations, additions, or changes to orders. Cancellations must always be done in writing by the Customer and confirmed in writing by Elmia.

In the event of a cancellation of an order for stand space, the Customer shall pay:

- a) 10% of the value of the order if the cancellation is made at the latest one hundred and eighty (180) days before the first day of the Arrangement; or
- b) 50% of the value of the order if the cancellation is made later than one hundred and eighty (180) days but earlier than ninety (90) days before the first day of the Arrangement; or
- c) 100% of the value of the order if the cancellation is made later than ninety (90) days before the first day of the Arrangement.

In the event of a cancellation of stand space, the Customer's right of disposal of the stand space in the Agreement ceases.

As regards advertising, the same rules apply as for stand spaces.

In the event of a cancellation of an order for stand service, the Customer shall pay:

- a) 50% of the value of the stand service ordered if the cancellation is made later than thirty (30) days before the first day of the Arrangement; or
- b) 100% of the value of the stand service ordered if the cancellation is made later than fourteen (14) days before the first day of the Arrangement.

In the event of a cancellation of an order for stand service that includes services where all or part of the order has been customized or produced for the Customer, such as carpentry, the Customer shall always pay 100% of the value of these services as per the order.

Changes and additions to stand service must be approved and priced by Elmia according to P 1.5. Current Exhibitor informations for the event eg. at elmia.se/om-elmia/allman-information.

In the event of a cancellation of all or parts of catering services, the Customer shall pay:

- a) 50% 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
- b) 75% of the value of the catering services ordered if the cancellation is made later than fourteen (14) days but up to and including three (3) days before the first day of the Arrangement; or
- c) 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.

Changes and additions of catering service must be approved and priced by Elmia according to P 1.5. Current Exhibitor informations for the event eg. at elmia.se/om-elmia/allman-information.

7. STAND SPACE

Elmia shall be 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 fourteen (14) days of the Customer receiving details of the allocated stand space. In cases where an objection is not filed within this period, the Customer shall be committed to the allocated stand space. Elmia shall be entitled to allocate another stand space, adjust the size of the stand space and to close entrances to and exits from the stand space and to take other measures as deemed necessary.

8. ADMISSION

Elmia shall inform the Customer in writing at which time admission to the allocated stand space may take place. Admission is only permitted if the basic fee and stand hire have been paid. The Customer shall be responsible for taking possession of the allocated stand space no later than eighteen (18) hours before the Arrangement opens. The stand space shall be in order no later than two (2) hours before the Arrangement opens. In cases where the above time restrictions 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 Customer shall be obliged to comply with Elmia's technical regulations, which can be found at www.elmia.se, as well as specific rules in the exhibitor guide for the Arrangement in question. The Customer shall be obliged to ensure there are no visual or acoustic disruptions to nearby stand spaces, that communications in the exhibition hall are 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 Customer shall be obliged to restore the ground to an acceptable state at the Customer's expense.

The Customer shall have 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 shall be entitled to charge rent for the total surface area of each level. Construction and exhibits over the fair's maximum limit of 2.5 m must be notified in advance and approved by Elmia and will be charged at SEK 5,000 per stand. Elmia has the option to reject the application if the extent of the high-rise construction or extended exposure leads to the Arrangement or parts thereof being screened off or sectioned off. Exposure of beach flags is charged at SEK 1,000 per flag.

10. STAND MAINTENANCE

The Customer shall keep the stand in optimum condition. The stand space shall be staffed during the opening times of the Arrangement in question. The customer must keep the stand area ready for the entire official trade fair period. If the customer deviates from this, a surcharge will be charged as follows:

- a) < 1/2 exhibition day – 10% addition on invoice for Exhibition space.
- b) 1/2 - 1 day – 20% addition on invoice for Exhibition space.
- c) Full day or more - 30% surcharge on invoice for Exhibition space.

The Customer shall be responsible for separating and removing waste from the stand space. If requested by Elmia, the Customer shall be obliged to improve the stand space, at the Customer's own expense, in the way Elmia deems necessary. The Customer may only display the objects stated in the order for stand space and included in the product guide and/or corresponding catalogue information for the Arrangement in question. Elmia shall be entitled to remove exhibition objects that breach the product and service area of the Arrangement in question or otherwise contravene prevailing laws and regulations. In the event of objects being removed as above, the Customer shall not be entitled to compensation from Elmia for costs or damage – direct or indirect – which may arise from the decision to remove the objects. It is not permitted to exhibit objects deemed unsuitable by Elmia from a safety perspective, such as explosive or flammable items, without the written consent of Elmia. Exhibition objects shall comply with the relevant authorities' and/or controlling bodies' regulations and, if so required, shall have approval from such authorities or bodies. Furthermore, the Customer shall be obliged to comply with applicable work environment legislation.

11. REMOVAL OF EXHIBITION OBJECTS

The Customer shall not be entitled to remove exhibition objects during an ongoing Arrangement. If the Customer does not remove exhibition objects or other equipment and packaging after the end of the Arrangement, Elmia shall be entitled to remove and, where appropriate, destroy such property at the Customer's expense. The Customer shall also be responsible for paying Elmia compensation for the inconvenience caused to Elmia for removing and destroying the Customer's exhibition objects and other equipment.

12. TRANSPORT

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

13. FAIR CATALOGUE ETC.

If a fair catalogue is produced, the Customer shall submit catalogue information on the form provided or via My Pages online. The Customer consents to Elmia processing its customer and personal data and to its data being used for marketing purposes. Elmia shall be entitled to publish such information both in the catalogue and online. Elmia shall have sole responsibility for the layout of the fair catalogue and disclaims any responsibility for any errors in the fair catalogue. Elmia is a data controller in accordance with paragraph 23 Customer and personal data (GDPR).

14. 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 duty of care for the Customer's property or hired equipment.

As a trade fair organizer, we know that insurance is important and Elmia therefore automatically takes out the necessary insurance when an agreement about a stand space (stand area) has been reached. This insurance comes with your order confirmation, along with information about Elmia's Exhibitor Insurance. The complete policy terms and conditions can be found at www.elmia.se. Elmia's Exhibitor Insurance gives you peace of mind, so you can focus on your sales activities.

A Customer can cancel the insurance via My Pages, but in that case, it should take out its own required insurance.

15. SECURITY

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 preclude Elmia from the right to take other possible applicable 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.

Security guards whom 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.

16. 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:

- a) Basic fee for Exhibition space is invoiced after order confirmation or signed agreement. The order's payment terms are thirty (30) days net.
- b) The value of the Stand area according to the order and, where applicable, Exhibitor Insurance is invoiced ninety (90) days before the first day of the Arrangement and is due for payment no later than sixty (60) days before the first day of the Arrangement.

- c) 100% of add-on orders and parts of the order that cannot be specified or invoiced in advance shall be invoiced after the last day of the Arrangement with payment terms of 20 days net.

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

A Customer may not access the stand space before the basic fee and stand space have been paid in full. If the Customer does not follow the applicable payment plan, Elmia shall have the right to cancel the Agreement with immediate effect in accordance with paragraphs 18 and 19. If a dispute arises over the Customer's payment liability, Elmia shall have the right to retain the disputed amount until the dispute has been settled in accordance with paragraph 27.

All prices stated in the Agreement exclude VAT and any additional fees or taxes (e.g. advertising tax). VAT and additional taxes shall be paid according to the VAT rate and tax rate applicable at the time according to Swedish law. The Customer shall pay any additional fees and taxes.

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 an Arrangement may be required to register for VAT in Sweden. Such Customers may also be required to use a cash register approved by the Swedish Tax Agency for these payments. Further information about VAT registration and cash registers is available at the Swedish Tax Agency's website.

In the event of overdue payment, penalty interest shall be charged from the due date at a rate of two (2) per cent a month. In the event of overdue 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).

17. 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 outside of 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,
- Conduct political activities or other propaganda,
- Serve alcohol at the stand. See paragraph 22 on license to serve alcohol.
- Serve prepared food at the stand. See paragraph 22.

18. 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 event or related events.

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 event. 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 licenses for such use from third parties concerned.

19. BREACH OF AGREEMENT

If the Customer acts in contravention of the special rental agreement or these General Terms & Conditions, Elmia shall be entitled to damages which equate to the agreed basic fee and the agreed rent for the stand space and cover all damage Elmia may otherwise have suffered. Furthermore, Elmia shall be entitled to freely dispose of the stand space 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.

20. PREMATURE TERMINATION

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

21. CLAIMS

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.

22. ALCOHOL AND CATERING SERVICES

Under Swedish legislation on alcohol, all alcohol served in connection with the Arrangement in question must be purchased by the license 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.

23. CUSTOMER AND PERSONAL DATA (GDPR)

Elmia's privacy policy describes how Elmia manages personal data, and a current version of the policy is always available on Elmia's website (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.

24. 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 it has been documented, except for:

- 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.

25. FORCE MAJEURE

If a Party is prevented from fulfilling its obligations due to circumstances beyond the Party's control which the Party could not 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) labor market disputes, natural disasters, fire, war, terrorist acts, pandemics, and governmental action.

Labor market conflicts due to the Party not complying with rules and principles that apply on the labor 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.

If the Arrangement is cancelled due to a circumstance in accordance with this paragraph, Elmia must immediately communicate new dates for the implementation and this agreement is thus extended in accordance with the new/new implementation dates.

26. APPLICABLE LAW

This Agreement is subject to Swedish law.

27. 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.