

General Terms & Conditions Elmia AB

1. GENERAL These General Terms & Conditions supplement the specific agreements signed with each exhibitor before each fair. In the event of a conflict between these General Terms & Conditions and the terms and conditions in the specific agreements, the latter shall take precedence. The exhibitor shall undertake to follow these General Terms & Conditions and other rules and instructions that may be issued by Elmia.

2. THE AGREEMENT Ordering: Orders for exhibition spaces, known as stand spaces, 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. Order confirmation: Once Elmia has sent the exhibitor an order confirmation, an agreement has been entered into in accordance with the terms stated in the order confirmation. 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 exhibitor 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. In cases where an objection is not filed within the period stated above, the exhibitor shall be bound by the content of the order confirmation.

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

4. EXHIBITION 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 seven (7) days of the exhibitor receiving details of the allocated stand space. In cases where an objection is not filed within this period, the exhibitor 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.

5. ADMISSION Elmia shall inform the exhibitor 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 exhibitor shall be responsible for taking possession of the allocated stand space no later than twenty four (24) hours before the fair in question opens. The stand space shall be in order no later than two (2) hours before the fair in question 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.

6. SETTING UP STANDS When setting up and preparing the stand space, the exhibitor shall be obliged to comply with Elmia's technical regulations, which can be found on Elmia's website (www.elmia.se), as well as specific rules regarding stand space 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 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 exhibitor shall be obliged to restore the ground to an acceptable state at the exhibitor's expense. The exhibitor 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. Displays over 2.5 metres high must be approved by Elmia and shall be charged for.

7. STAND MAINTENANCE The exhibitor shall keep his stand in optimum condition. The stand space shall be staffed during the opening times of the fair in question. The exhibitor shall be responsible for separating and removing waste from the stand space. If requested 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 stated in the order for stand space which are included in the product guide and/or corresponding catalogue information for the fair in question. Elmia shall be entitled to remove exhibition objects that breach the product and service area of the fair in question or otherwise contravene prevailing laws and regulations. In the event of objects being removed as above, the exhibitor 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 inflammable 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 exhibitor shall be obliged to comply with applicable work environment legislation.

8. REMOVAL OF EXHIBITION OBJECTS The exhibitor shall not be entitled to remove exhibition objects during an ongoing fair. In the event that the exhibitor does not remove exhibition objects or other equipment and packaging after the end of the fair, Elmia shall be entitled to remove and, where appropriate, 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.

9. RESPONSIBILITY The exhibitor shall be fully responsible for all damage, whatever form it may take, which 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.

The exhibitor shall therefore ensure that the requisite insurance is in place. The exhibitor is hereby informed that he may take out a special Exhibitor Insurance provided by Elmia.

10. 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.

11. FAIR CATALOGUE ETC. In the event that a fair catalogue is produced, the exhibitor shall submit catalogue information on the form provided or online. 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 shall be entitled to divulge information as above to third parties without obtaining consent from the exhibitor. In addition, Elmia may freely take and publish photographs and/or sound recordings in connection with the fair in question without obtaining written consent from the exhibitor.

12. TERMS OF PAYMENT The exhibitor shall make payment in compliance with the due date on each invoice. If payment is not made within the specified period, interest on overdue payment shall be charged with the prevailing reference interest rate at the time plus eight (8) percentage points.

13. THE EXHIBITOR'S OBLIGATIONS The exhibitor 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 inflammable 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,

- Carry out political activities or other propaganda,

- Serve alcohol at the stand. See paragraph 16 on licence to serve wines, beers and spirits.

- Serve prepared food at the stand.

14. BREACH OF AGREEMENT In the event that the exhibitor 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 exhibitor from the fair in question. Elmia shall be entitled to retain the exhibitor's property as security for the exhibitor's fulfilment of his obligations. If the exhibitor, without the consent of Elmia, cancels a signed agreement he shall be obliged to pay compensation to Elmia as above. If the cancellation is in writing and is received by Elmia no later than six (6) months before the start of the fair in question, the exhibitor shall however be entitled to reduce the compensation to Elmia to some degree by an amount equating to 50% of the agreed stand hire fee, otherwise Elmia shall be fully compensated.

15. PREMATURE CESSATION In the event that Elmia is forced to cancel or reschedule the fair in question, whatever the reason, the exhibitor shall only be entitled to a refund of the paid hire fee and other paid monies.

16. OTHER INFORMATION Under Swedish legislation on alcohol, all alcohol served in connection with the fair in question must be purchased by the licence holder at Elmia, Sodexo AB. Sodexo AB shall, therefore, be responsible for serving wines, beers and spirits on the premises. In the event of an infringement, or risk of infringement, of intellectual property rights in connection with the fair in question, Elmia shall be entitled to intervene in the way and to the extent that it deems necessary.

17. FORCE MAJEURE No party of this agreement shall be liable for consequences arising from their failure to fulfil their obligations under this agreement if such failure is the result of any of the following exempting events and if such an event prevents, complicates or delays implementation 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 and major accident.

18. ADDITIONS AND AMENDMENTS For additions and amendments to this agreement to be valid, they must be made in writing and signed by both Elmia and the exhibitor.

19. APPLICABLE LAW This agreement is subject to Swedish law.

20. DISPUTES Any dispute relating to this agreement shall primarily be resolved in unity. In the event that the dispute cannot be resolved in unity, if the dispute proceedings exceed 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 simplified arbitration. Otherwise the dispute shall ultimately be decided by Jönköping District Court.

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