



GENERAL TERMS AND CONDITIONS OF SALES- AND RENTALSERVICES AT GENEVA PALEXPO

Contents	Page
1. “Shop online”	1
2. Services available via the “Shop-online”	1
3. Exclusivity	1
4. “Shop-online” orders / contract	1
5. Orders without the “ Shop-online” / contract	1
6. Order details	1
7. Rescission / Order cancellation	2
8. Order deadlines / Rates	2
9. On-line payments	2
10. On-line payment security	2
11. Invoices	2
11.1 Invoicing by Geneva Palexpo	2
11.2 Invoicing by the Event Organiser	2
12. Compliance with terms of payment	2
13. Value Added Tax (VAT)	3
14. Personal data / Statistics	3
15. Intellectual property	3
16. Liability of Geneva Palexpo	3
17. Client liability	3
18. Amendments to these CGVLP	4
19. Complaints	4
20. Jurisdiction and applicable law	4

GENERAL TERMS AND CONDITIONS OF SALES- AND RENTALSERVICES AT GENEVA PALEXPO (hereinafter “CGVLP”)

PALEXPO SA is the owner, the manager and the operator of the Exhibition and Congress Centre of Geneva/ Grand-Saconnex. PALEXPO SA fulfils its obligations and acts under the name of Geneva Palexpo, the corporate identity of PALEXPO.

The Clients (event organizers, exhibitors, etc.) of Geneva Palexpo, Geneva Palexpo shall observe and cause their subcontractors to observe the following General Sales Terms and Conditions of Geneva Palexpo (**hereinafter “CGVLP”**).

1. “SHOP-ONLINE”

Geneva Palexpo administers the sale of some of its services (see Article 2 CGVLP) under the designation “Shop-online” on the website at gponline.ch accessible via www.gponline.ch

The use of Shop-online requires prior registration of the Client with Geneva Palexpo or with the Organizer to obtain a username (hereafter “login”) and password

2. SERVICES AVAILABLE VIA THE “SHOP-ONLINE”

The list and nature of the services available via Shop-online are determined by Geneva Palexpo.

Certain services are available only on the basis of an estimate and cannot be ordered via Shop-online.

3. EXCLUSIVITY

The following services are to be ordered exclusively from Geneva Palexpo:

- a) Connections to networks of Geneva Palexpo (electricity, fresh water and waste water, air-conditioning, compressed air, telephone, telecommunications, data processing, Internet, radio/TV network);
- b) Work related with the buildings: rigging from the structure of the roof, darkening of the halls, use of the roof (installing antennae), etc.;
- c) Traffic and parking: supply of passes for parking (cars, trucks, delivery vehicles) and access to Geneva Palexpo (minibuses and limousines);
- d) Ventilation, cooling and/or additional heating of the premises.

Clients must respect the contracts of exclusivity concluded by Geneva Palexpo with specific service suppliers and contractors. The following services must be ordered exclusively from such suppliers and service providers:

- a) The operation of the “fixed” catering facilities, that is of the existing permanent bars and restaurants as well as the congress centre is to be conducted by the official Geneva Palexpo catering operator;
- b) The operation of the “mobile” catering facilities, that is the creation of restaurants and bars which are temporarily erected within the halls or elsewhere on the Geneva Palexpo site, the delivery of food and beverages to stands (catering services), the creation of restaurant stands etc, is to be conducted by Geneva Palexpo’s approved catering partners;
- c) Automatic banking facilities;
- d) Fixed and mobile advertising areas outside and inside the building, including their contents may not be removed or concealed;

Handling, loading and unloading, as well as rental of the necessary handling equipment.

4. “SHOP-ONLINE” ORDERS / CONTRACT

The Client may prepare an order as a draft (“draft order”) and modify it at any time. This draft order will not be deemed a final order until it has been recognized as such by the Client (“confirmed order”).

The services offered by Shop-online merely constitute an invitation to submit a proposal. This proposal is not binding.

A final order (“confirmed order”) placed by the client via Shop-online constitutes a firm order placed with Geneva Palexpo. This order will not become binding until it has been accepted by Geneva Palexpo. Acceptance is understood to be the order acknowledgment by an Geneva Palexpo employee, billing or supply of services, or delivery of the product.

The automated online order confirmation sent to and received by the Client as an e-mail message does not constitute acceptance but is merely intended as a summary of the order.

5. ORDERS WITHOUT THE “SHOP-ONLINE” / CONTRACT

Orders other than those placed via Shop-online (by fax, e-mail, post, etc.) and deemed incomplete cannot be processed. Geneva Palexpo shall notify the Client by phone or in writing.

The procedure for concluding a contract is identical to that for Shop-online orders.

If the Client completes a paper order form, it must clearly list the following information:

- a) Stand name and number
- b) Name and address of company responsible for payment.
No modification of billing address will be accepted after receipt of the order form.
- c) Date and signature.

6. ORDER DETAILS

By placing an order with or without Shop-online,

- a) Client certifies that the information provided is precise and correct, especially with regard to technical orders;
- b) Client accepts and agrees to abide by these Terms and Conditions of Geneva Palexpo as well as the Rules & Regulations related to the order forms.

If required, the order must be accompanied by a sketch or plan indicating hook-up location(s) and to be sent by post or e-mail to Geneva Palexpo as soon as possible.

Any missing information, error or subsequent modification may be subject to additional charges billed to the Client.

See also Article 7 CGVLP in the event of order cancellation.

7. RESCISSION / ORDER CANCELLATION

Every client is entitled to rescind the contract within 7 days but only if:

- a) the services sold do not match their description made available previously
- b) the descriptions contain erroneous information
- c) the order placed by the Client contains an error.

Beyond the grace period, any order cancellation shall be charged CHF 100.- (plus VAT) for administrative expenses. In addition, any expenses effectively incurred shall be billed to the Client.

For any modifications to the order, please see Article 6 CGVLP.

8. ORDER DEADLINES / RATES

When returning their orders, Clients are advised to observe the deadlines listed in Shop-online and/or the order forms.

The rates charged for ordered services may vary based on the following:

- a) When received before the date shown, orders may benefit from preferential rates.
- b) Subsequent to this date and before the first day of setup, orders and order changes are subject to standard rates.
- c) Orders and order changes received after the first day of setup are subject to a surcharge; in addition, installation can no longer be guaranteed.

All rates for services shown in Shop-online include VAT but do not include shipping or packing (see Articles 13 and 14 CGVLP). Exceptions are listed separately.

Rates are subject to change due in particular to an increase in VAT rates or the price of materials.

9. ON-LINE PAYMENTS

For selected events Clients may not only order but also pay for certain services directly via Shop-online.

Payment is by credit card: American Express, Visa, MasterCard/Eurocard. Please indicate card number and expiration date on the order acknowledgment.

10. ON-LINE PAYMENT SECURITY

Geneva Palexpo's Shop-online benefits from an effective security system.

Online payments are made in compliance with the General Terms and Conditions of Geneva Palexpo's payment system vendor. All information is protected and encrypted prior to transmission to the processing center. The SSL (Secure Sockets Layer) encryption protocol optimizes security when transmitting sensitive data linked to methods of payment.

Geneva Palexpo has no access to any confidential information related to the method of payment. Clients are therefore prompted to indicate bank details with each new order.

In fact, the Geneva Palexpo vendor alone has access to confidential information (card number, date of validity) not available to any third parties.

No more than one payment will be authorized for each order.

Regardless of mode of payment, payment must be made in the name of the Client who ordered the services unless otherwise agreed by Geneva Palexpo.

The Client's credit card will be charged at the time of the order. The order shall be deemed paid upon acceptance of the payment by the credit card issuer. In the event the transaction is denied, the order will be cancelled.

11. INVOICES

Services ordered from Geneva Palexpo, without online payment, will be invoiced either by Geneva Palexpo or by the Event Organiser.

11.1 Invoicing by Geneva Palexpo

Geneva Palexpo sends out invoices due and payable in full, net upon receipt.

The billing system is made up of one or more partial invoices prepared by Geneva Palexpo before, during, and after the event, and one final summary invoice. Each partial invoice lists the provisional status of the orders. The final invoice corresponds to the actual status of the services rendered and concludes the billing process.

Payments must be made as follows in the currency of the invoice, that is either in Swiss francs (CHF) or in Euros (€), and by:

- a) remittance to the bank account(s) of Geneva Palexpo listed on the invoice;
- b) credit card: American Express, Visa, MasterCard/Eurocard.

Please indicate card number, date of expiration, name of cardholder and the amount of the debit.

11.2 Invoicing by the Event Organiser

Invoices raised by the Organiser depend upon his invoicing system.

Payments must be made as follows in the currency of the invoice, that is either in Swiss francs (CHF) or in Euros (€) and by:

- a) remittance to the Organisers bank account(s);
- b) credit card, if this payment method is accepted by the Organiser.

12. COMPLIANCE WITH TERMS OF PAYMENT

Geneva Palexpo is entitled to suspend without notice the performance of any of its obligations in the event of non-payment on the due date. Unless payment is received by the due date, ordered services will not be rendered or the removal of merchandise following the end of the event will not be permitted.

Services ordered on-site must be paid for immediately.

Reminders will be billed CHF 20.00 per reminder. In addition, penalty interest of 5% per annum may be applied without prior notice.

In the event of non-payment of an amount due by a subcontractor (stand builder, suppliers, etc.) appointed by the stand holder, the latter shall pay the expenses related to the services ordered on his behalf and performed by Geneva Palexpo and/or its partners within the context of the event.

If the stand holder wishes to have each order of his subcontractors countersigned by him, he must notify his subcontractors and Geneva Palexpo accordingly. In this case, no order from any of the subcontractors of the stand holder shall be carried out by Geneva Palexpo personnel without the signature of the stand holder.

13. VALUE ADDED TAX (VAT)

Services provided by Geneva Palexpo to its clients are subject to VAT, though possibly subject to exoneration by virtue of Article 90 al.2 let. a of the Federal Law of 2 September 1999 governing value added tax (VAT Law, VATL – RS 641.20 - *1). Services provided to a Client domiciled outside Switzerland are also subject to VAT, the place of execution of the service (Switzerland) being decisive. Nevertheless, under certain conditions, the Client has the possibility of asking for refund of these taxes.

Any change in the VAT rate may have immediate repercussions on our prices.

(*1)The Articles of the new Federal law on VAT, which enter in force on 1 January 2010 be reserved.

14. PERSONAL DATA / STATISTICS

Geneva Palexpo shall not disclose to any third parties any of the information provided by its Clients on its Shop-online except to partners duly approved by Geneva Palexpo. This information is confidential and shall be used by its employees only to process orders, to consolidate and personalize communication especially by information letter or e-mail, as well as in efforts to customize the site based on the preferences expressed by its client users.

In other words, Geneva Palexpo does not sell, market or rent to third parties any of the information pertaining to its Clients. Geneva Palexpo may decide to do so in the future in direct relationship with the performance of contracts concluded by Geneva Palexpo with its Clients.

In the event of assignment or use of data of a personal nature by third parties, Geneva Palexpo shall previously notify its Clients to allow them to exercise their right of opposition.

Geneva Palexpo may also provide trusted third parties with consolidated statistics related to its Clients and to information on Shop-online. However, such statistics shall not contain any personal data.

Pursuant to the Federal Privacy Act of June 19, 1992 (LPD - RS 235.1), Clients have the right to access, modify, rectify and delete personal data concerning them by sending such a request to Geneva Palexpo (indicating e-mail address, last and first names, postal address), by visiting the Geneva Palexpo website at www-geneva-palexpo.ch under "Ask your question" or by postal mail to the following address:

Geneva Palexpo
PALEXPO SA
Route François-Peyrot 30
P.O. Box 112
CH – 1218 GRAND-SACONNEX

15. INTELLECTUAL PROPERTY

All texts, commentary, works, illustrations and images, whether visual or sound, reproduced on the gponline.ch website are protected by copyright, trademark right, patent right and image right for the whole world.

They are the whole property of Geneva Palexpo.

As such and pursuant to the provisions set forth by law, only private use is authorized subject to differing or more restrictive provisions of intellectual property legislation.

Any hypertext link to the Internet sites of the gponline.ch domain through framing or deep linking without the prior consent of Geneva Palexpo shall be prohibited. Any link, even if tacitly authorized, must be removed immediately upon simple request by Geneva Palexpo.

Unless authorized previously by Geneva Palexpo, any other use shall be deemed unlawful and subject to sanctions pursuant to intellectual property legislation.

The reproduction in whole or in part of Geneva Palexpo's services catalog is strictly prohibited.

16. LIABILITY OF GENEVA PALEXPO

The description, information, comments, photos (if any) or other illustrations, whether visual or sound, mentioned for each service on the websites of the gponline.ch domain are those provided by Geneva Palexpo to its Clients. They are provided for informational purposes only and are not binding.

Accordingly, Geneva Palexpo shall not be held liable for any errors it may contain. Geneva Palexpo shall use its best efforts to correct the errors or omissions as soon as possible after notification by its Clients.

In any event, the responsibility of Geneva Palexpo shall be limited to the amount of the order and shall not be assumed for simple errors or omissions that may have subsisted despite the precautions it has taken in presenting its services.

Geneva Palexpo shall not be held liable for any loss or damage, whether material, immaterial or corporal, which may result from a poor functioning or inadequate use of Shop-online.

Geneva Palexpo shall not be held liable for the non-performance of the order in the event of insufficient inventory or unavailable services, force majeure or for any unforeseeable political, economic or sanitary events.

Similarly, Geneva Palexpo shall not be held liable for the inconvenience or damage related to the use of the Internet such as service interruption, the presence of IT viruses, exterior intrusions or, more generally, for any other events deemed force majeure by the courts.

17. CLIENT LIABILITY

Clients who have received login and password shall be solely liable to Geneva Palexpo for using Shop-online on their own behalf as well as on behalf of third parties appointed by them.

Any fraudulent use of Shop-online or any use in violation of these Terms and Conditions by the Client or by any third party appointed by the Client may result in the permanent denial of access to Geneva Palexpo's Shop-online.

18. AMENDMENTS TO THESE CGVLP

Geneva Palexpo reserves the right to modify its Terms and Conditions at any time. The Client will be notified of any such new version of the Terms and Conditions.

Clients who do not wish their contractual relationship governed by the revised Terms and Conditions shall notify Geneva Palexpo. In such an event, the Client shall cease to utilize the services and Shop-online of Geneva Palexpo from the date on which the revised version is to take effect.

In the event any provision of these Terms and Conditions is determined by a court of competent jurisdiction to be unlawful or unenforceable, the remaining provisions shall continue to be binding.

19. COMPLAINTS

Any complaints in connection with Shop-online or with the services provided must be filed immediately with Geneva Palexpo prior to or no later than during the event.

No complaint of this type will be considered after the closing of the event.

Any dispute regarding invoicing must be made within no more than 30 days after the date of the invoice, raised either by Geneva Palexpo or the event organiser.

20. JURISDICTION AND APPLICABLE LAW

In the event of a dispute, the Client shall first contact Geneva Palexpo to reach an out-of-court settlement.

For any litigation in respect of the present CGVLP which cannot be settled amicably, the parties acknowledge the exclusive competence of the courts of the Republic and Canton of Geneva, subject to an appeal to the Federal Court.

Swiss Law alone is applicable.

The French version of these CGVLP is the authentic legal text.