

General Conditions for Events (AA_2024:01E)

Revised 25 March 2024

1. Definitions

An Event is when Premises are made available to the Purchaser, with or without accommodation and refreshments or other ancillary services in relation, for example, to trade fairs, congresses, conferences, events or meetings.

The Purchaser is the person – a legal or physical entity – who is responsible for the payment in accordance with the Basic Contract as regards the Supplier for all or part of the Event.

The Supplier is the company who, in accordance with the Basic Contract, provides the Purchaser with the Floor Space and is a part of the corporate group of Svenska Mässan Stiftelse, 857201-2444.

The Order consists of all of the services ordered by the Purchaser that the Supplier, in accordance with the Basic Contract and any subsequent later confirmed supplementary orders, undertakes to provide to the Purchaser.

The Order Value is the agreed price for the entire Order including the price of any supplementary orders or the total of the ordered number of Participants multiplied by the agreed price per Participant and day, as well as the price for any supplementary orders.

A Participant is a person taking part in the Event.

An Exhibitor is the person utilising the exhibition space during the Event.

The Floor Space is the surface area of the premises provided by the Supplier that the Purchaser in accordance with the Basic Contract utilises during the Event.

The Supplier's Premises means partly the Floor Space, and also additional space that is part of the premises owned by the corporate group of Svenska Mässan Stiftelse, or space that in any other way is made available to the Purchaser during the Event.

2. Parties and the Contract

The Parties in these General Conditions are the Purchaser and the Supplier.

The Basic Contract is the contract that the Parties have agreed upon concerning the Event.

The Contract consists of the Basic Contract, these General Conditions for Events (AA_2024:01E) ("**General Conditions**") and the Safety and Technical Regulations (ST_2024:01E) ("**Safety and Technical Regulations**"). Depending on the scope of the Basic Contract and in cases referred to in the Basic Contract, and/or when ordering via internet forms part of it, additionally applicable parts of the general conditions termed General Conditions for Collaboration Partners for Trade Fairs (ASM_2024:01E), General Conditions for Exhibitors at Trade Fairs (AUM1-4_2024:01E) and General Conditions for Accommodation (AL10-1000_2024:01E) ("**Other General Conditions**") are included.

3. Validity

These General Conditions apply wherever relevant to the provision of Floor Space and for all services in accordance with the Order, such as technical and other services, personnel and restaurant services which are not specified under the Other General Conditions. Regardless of which company within the corporate group of Svenska Mässan Stiftelse that provides the services in accordance with the Basic Contract, these General Conditions shall be applicable.

The period of validity shall be as is specified in the Basic Contract, and otherwise the period of validity shall be the time during which the Event or Events are carried out under the scope of the Basic Contract, and without any time constraint in regard to point 22 concerning confidentiality.

4. Mutual ranking

In the event of conflicting information or interpretation the following ranking shall apply 1) the Basic Contract, 2) to any applicable extent in the General Conditions covered by the Contract, 3) the Safety and Technical Regulations. To the extent that specific safety and technical regulations have been drawn up for a specific Event, they constitute a part of the Safety and Technical Regulations, but shall additionally be granted precedence to the general Safety and Technical Regulations.

5. Changes and additions to the Conditions

Changes and additions to these General Conditions shall be made in writing in order for them to be applicable between the Parties.

6. Orders

Orders are made verbally or in writing. When the Purchaser requests services from the Supplier, the Purchaser's request is binding until such time as it has been accepted or refused by the Supplier. The Supplier shall in writing (e.g. by e-mail), have confirmed an Order for it to be valid.

The scope of the Order is as is specified under the Basic Contract. If the request is accepted by the Supplier through an order confirmation or by means of another message from the Supplier, a binding agreement is deemed to have been reached concerning the Order. The Purchaser shall advise the Supplier in writing if the Purchaser considers that the order confirmation deviates from the request. The Parties are bound by the content of the order confirmation if such a message does not reach the Supplier within 10 days of the date of the order confirmation. If the Supplier is advised of the deviation within the stipulated period of time the Supplier shall either change the order confirmation or declare the Contract invalid.

Certain services that are to be carried out in the Supplier's Premises, such as, for example, transport services, lifting and truck work, restaurant services and security services shall always be provided by the Supplier and paid for by the Purchaser.

7. Specific requests when ordering

If the Purchaser has specific requests concerning, for example, special meals from restaurant services, they shall be advised already at the time of placing the order. The same applies if the Purchaser requires specific security arrangements.

8. Cancellation, additions or changes to the Order

Anything stated under point 6 concerning the Order also applies wherever applicable for cancellation, additions or changes to the Order. A cancellation must, however, always be made in writing by the Purchaser and be confirmed in writing by the Supplier.

If the Supplier incurs specific costs as a consequence of the cancellation, in excess of the value of the service in question according to the Order, such costs shall be met in full by the Purchaser. This only applies if the cancellation is made later than 30 days prior to the first day of the Event.

In the event of cancellation of Floor Space in halls A, B, C, D, E, F, G, H, Congress Hall, H1-H2, A1-A7, E1-E4, F1-F6, G1-G4 the Purchaser shall pay:

- 20 % of the value of the Floor Space per the Order if the cancellation takes place at the latest 12 months prior to the first day of the Event; or
- 50 % of the value of the Floor Space per the Order if the cancellation takes place later than 12 months but before 6 months prior to the first day of the Event; or
- 100 % of the value of the Floor Space per the Order if the cancellation takes place later than 6 months prior to the first day of the Event.

In the event of cancellation of Floor Space per the aforementioned, the Purchaser's right of disposition of the Floor Space ceases in accordance with the Basic Contract.

In the event of changes to drawings of the exhibition space ("Hall Layout Plan") later than 14 days prior to the first day of the Event, the Supplier reserves the right to surcharge the Purchaser over and above the contracted price for the Hall Layout Plan in accordance with the Basic Contract. This only applies if the change implies more production time and costs to the Supplier. The Purchaser shall pay a surcharge at the rate of one hour's work per agreed hour.

In the event of cancellation of Floor Space concerning conference rooms and function rooms J1-J2, R2 -R38, View, Horizon, Skyline, Star, VIP-lounge, Bryggan, Seasons, Imagine, MIX, the Purchaser shall pay 100 % of the value for the Floor Space in accordance with the Order if the cancellation is made later than 3 months prior to the first day of the Event.

In the event of cancellation of Floor Space per the aforementioned, the Purchaser's right of disposition of the Floor Space ceases in accordance with the Basic Contract.

In the event of cancellation of technical or ancillary services the Purchaser shall pay:

- 75 % of the value of the technical or ancillary services per the Order if the cancellation takes place later than 30 days prior to the first day of the Event; or
- 100 % of the value of the technical or ancillary services per the Order if the cancellation takes place later than 14 days prior to the first day of the Event.

In the event of cancellation of technical or ancillary services concerning services where all or part of which have been specially adapted or produced for the Purchaser's benefit, for example, carpentry, the Purchaser shall always pay 100 % of the value for the technical or ancillary services in accordance with the Order.

In the event of cancellation of services that encompass staffing and/or project management ("personnel services") the Purchaser shall pay:

- a) 75 % of the value of the personnel services per the Order if the cancellation takes place later than 30 days prior to the first day of the Event; or
- b) 100 % of the value of the personnel services per the Order if the cancellation takes place later than 14 days prior to the first day of the Event.

In the event of cancellation of all or part of the restaurant services in accordance with the Order the Purchaser shall pay:

- a) 50 % of the value of the restaurant services per the Order if the cancellation takes place at the latest 30 days prior to the first day of the Event; or
- b) 75 % of the value of the restaurant services per the Order if the cancellation takes place later than 30 days but up to the 3rd day prior to the first day of the Event; or
- c) 100 % of the value of the restaurant services per the Order if the cancellation takes place later than 3 days prior to the first day of the Event.

9. Disposition of the Floor Space

The Floor Space is accessible to the Purchaser from the day advised by the Supplier. The Purchaser is responsible for using the Floor Space and, to the extent that is to be prepared by the Purchaser, for preparing it in accordance with the Safety and Technical regulations. The Purchaser is responsible for the observance of the applicable Health & Safety regulations on the Floor Space. For further directives concerning Health & Safety, construction, installation and connections, etc, refer to the Safety and Technical regulations.

10. Restoration of the Floor Space

The Purchaser is responsible for restoring the Floor Space in accordance with the Safety and Technical regulations. All property and refuse that the Purchaser, Exhibitors or Participants have had in the Supplier's Premises shall be removed by the Purchaser directly following the conclusion of the Event. Otherwise the Supplier reserves the right to remove objects at the liability and expense of the Purchaser.

The Purchaser's right of disposition of the Floor Space ceases at the conclusion of the Event. Following the conclusion of the Event the Purchaser shall leave the Floor Space in a condition acceptable to the Supplier. If the Supplier finds that measures are required to restore the Floor Space, the Supplier reserves the right to charge the Purchaser for any such costs. The Supplier also reserves the right to retain the Purchaser's property as collateral for the Purchaser's fulfilment of the Contract until such time as full payment has been made.

11. Transportation and goods subject to customs

All transport and customs services provided by the Supplier are carried out under the application and terms of the Swedish Confederation of Transport Enterprises Regulations [Nordiskt Transportförbunds Allmänna Bestämmelser] 2000 (NSAB). In addition, these General Conditions shall apply. In relation to disputes, point 27 within these General Conditions shall be applied instead of NSAB's regulation concerning the arbitration clause unless otherwise stated under the terms of the Basic Contract. For further directives concerning handling of goods subject to customs refer to the Safety and Technical regulations.

12. Pricing

The Basic Contract stipulates the prices applicable to the Order. All prices are stated, unless otherwise stipulated in the Basic Contract, in Swedish Crowns (SEK). Most prices are based on the scope of the Order and may be adjusted in the event of changes to the Order. If the Purchaser or Participant does not utilise all or part of the Order, or declines to use all or part of what is included in the Event, this does not imply the right to refund or reduction in the price.

13. Price changes

If the costs for delivery in accordance with the Order increase as a result of additional or raised taxes, devaluation, authorities' rulings or conditions comparable thereto, the Supplier has the right to apply surcharges equivalent to the increases in costs to the agreed price or price lists valid at any given time.

If the Supplier wants to make provision for price increases for reasons other than those mentioned above, it is the responsibility of the Supplier to state the surcharges that apply, and the grounds for making them, in the Basic Contract.

The Supplier shall immediately inform the Purchaser of any changes in prices.

14. Payment and payment terms & conditions

The Purchaser is solely liable for payment of the Order Value even if a certain amount is to be charged to a third party, for example, a Participant or sponsor. If any other party then the Purchaser is to pay or be invoiced a certain amount of the Order, the Supplier must have previously approved this in writing. An administrative fee shall be charged to the Purchaser if several invoices are to be issued and sent.

Otherwise unless specified in the Basic Contract, the following payment schedule for the Order applies:

- a) 50 % of the Order Value is due for payment 12 months prior to the first day of the Event. If the Contract has been entered into later than 12 months prior to the first day of the Event, the Purchaser shall immediately pay 50 % of the Order Value against an invoice.
- b) The remaining 50 % of the Order Value is due for payment 6 months prior to the first day of the Event.
- c) 100 % of the value of the restaurant services per the Order is payable 14 days prior to the first day of the Event.
- d) Additional orders and any residual parts of the Order Value that cannot be specified or invoiced in advance will be settled following the conclusion of the Event.

Payment in respect of a)-d) above shall be made at the latest 30 days following the date of invoice on the condition that the due dates in accordance with the payment schedule can be met. Otherwise the payment condition will be shortened in order that the due date in accordance with the payment schedule can be observed. All payment shall, unless otherwise stipulated in the Basic Contract, be made in Swedish Crowns (SEK).

If the Purchaser does not follow the applicable payment schedule the Supplier reserves the right to terminate the Contract with immediate effect in accordance with point 26 paragraph two. In the event of a dispute arising concerning the Purchaser's liability for damages the Supplier reserves the right to withhold payment up to the disputed amount until such time as the dispute has been resolved.

15. Value Added Tax, etc.

All prices given under the Contract, unless otherwise stated in the Basic Contract, are exclusive of VAT and any additional charges or fees or other additional taxes. VAT and additional taxes are payable per the current applicable VAT percentage and tax rate as set out under Swedish law. Payment of any additional fees and taxes is the responsibility of the Purchaser.

VAT paid in Sweden can, under certain circumstances, be refunded to a VAT liable Purchaser established outside Sweden. Further information concerning VAT refunds can be found on the Tax Authorities' website www.skatteverket.se

Services provided in accordance with the Contract can, if the Purchaser is established in another EC Member State than Sweden, be considered as having been turned over in the country where the Purchaser is registered (so-called Reverse Charging). If the Purchaser is established within the EU, a valid VAT number must be forwarded to the Supplier in order for the Purchaser to be issued with an invoice without Swedish VAT. If the Purchaser is established outside the EU, documentation proving that the Purchaser conducts business in the country where he/she is established must be forwarded to the Supplier in order for the Purchaser to be issued with an invoice without Swedish VAT.

A Purchaser established outside Sweden and who sells goods or services for payment by cash or via credit card transactions during the Event may be liable for VAT registration in Sweden. A Purchaser of this type can also be required to use a cash register/point of sale apparatus approved by the Swedish Tax Authorities to register payments. Further information concerning VAT registration and cash registers/point of sale apparatus can be found on the Tax Authorities' website www.skatteverket.se

16. Delayed payment

In the event of delayed payment, interest on overdue payment is payable at the rate of 2 % per month.

The Supplier also reserves the right, in the event of delayed payment, to levy a reminder fee in accordance with the Debt Collection Charges Act 1981 (Lag (1981:739) om ersättning för inkassokostnader m.m.). The right to charge interest on overdue payments and reminder fees does not deprive the Supplier the right to take any other legal measures in relation to the delay of payment.

17. Claims

If the Purchaser wishes to make a claim under the terms of the Contract it must be made in writing and without delay after the Purchaser has noted, or ought to have noted, the basis for any such claim. The claim shall however always be filed with the Supplier at the latest 30 days following the completion of the Event in question, or by 30 days following the date of the final invoice if this is later.

18. Insurance

The Purchaser shall arrange and maintain insurance adequate in terms of both liability and damages, which may occur in connection with the Event, for persons, property and the Supplier's Premises and existing equipment therein. The Purchaser shall ensure that every co-arranger or (sub-)contractor has their own equivalent insurance for the Event, and that every Exhibitor has a so-called Exhibitor's Insurance (or its equivalent). An Exhibitor's Insurance is an insurance policy for Exhibitors that applies to the Event and which is administered by the Supplier on behalf of an insurance company (insurer).

If the Purchaser has not, at the latest 14 days prior to the first day of the Event, been able to produce acceptable evidence to the Supplier of the existence of such insurance having been arranged, the Supplier reserves the right to arrange insurance at the Purchaser's expense. The Purchaser does not have the right to access the Floor Space until such time as insurance cover has been arranged.

19. Security and order

The Purchaser is responsible for the Purchaser, Exhibitors, Participants or other physical or legal persons that the Purchaser has engaged, or who the Purchaser is responsible for, following the terms of the Contract and the directives that the Supplier may advise in addition to this, as well as all applicable laws, regulations and directives that apply to the Event. If the Purchaser violates the Contract, the Supplier has the right to refuse the Purchaser or any other physical or legal person that the Purchaser has engaged, or who the Purchaser is responsible for, access to the Supplier's Premises and to take corrective measures at the Purchaser's expense. The right to refuse the Purchaser access or to take corrective measures does not deprive the Supplier the right to take any other legal measures in relation to the violation of the terms of the Contract. The Purchaser shall, in any case, pay the costs and charges incurred as a consequence of the Basic Contract and does not have the right to claim for damages, refund or other compensation due to the refusal of access or any corrective measures taken.

Security guards for the Event are provided by the Supplier and paid for by the Purchaser. Should the Purchaser over and above security guards want an additional security presence, such as in the form of bodyguards, for example, this must first be approved by the Supplier. If the Supplier considers that special security arrangements are needed due to the Purchaser's Event, the Purchaser is responsible for settling any such costs involved.

20. Purchaser's liability

The Purchaser is responsible for all personal injury, damage to property and the Supplier's Premises and existing property therein, that is caused as a consequence of the Event or Contract. The Purchaser's liability comprises all equipment or other property that the Purchaser rents during the Event. The Purchaser is also liable for damage, costs or injunctions made by authorities that have come about due to the Purchaser's omission to inspect the Floor Space or omission to gain consent or approval from the Supplier or omission to follow the conditions or directives under the terms of the Contract, e.g. the Safety and Technical regulations.

The Purchaser's liability under the Contract shall prevail regardless of whether the damage or contractual breach is caused by the Purchaser, Participant, Exhibitor or other physical or legal person that the Purchaser has engaged or that the Purchaser is responsible for. It is therefore the responsibility of the purchaser to inform these parties of, and ensure that they comply with, the conditions and instructions which shall apply, e.g. the Safety and Technical Regulations.

21. Supplier's liability

In the event of any fault or failure in a service provided by the Supplier, the Supplier shall be granted immediate opportunity to rectify the fault or failure if possible. The Purchaser has, if he has not been able to utilise the service as intended as a result of a fault or failure in the service which has been caused by the Supplier, the right to receive a reasonable reduction in the value of the failed service according to the Order and the point in time at which the fault or failure occurred. If the Supplier has caused the fault or failure through carelessness the Supplier is liable for damages, under the provisions of limitation as stated in the Contract. The Supplier is not liable for other damages that affect the Purchaser under the terms of the Contract unless the Supplier has caused said damages through carelessness. The Supplier in such an instance will be liable for damages under the provisions of limitation as stated in the Contract.

The Supplier's liability for damages in relation to the Purchaser based on the terms of the Contract shall, unless caused by intent or gross carelessness, be limited to direct damages of up to a total of 20 % of the value of the faulty or failed service under the terms of the Contract.

The Supplier is not liable whatsoever for damages, costs or injunctions made by authorities that have come about due to the Purchaser's omission to follow the terms of the Contract, or omission to gain consent or approval from the Supplier. Under no circumstances shall the Supplier, unless caused by intent or gross carelessness, be liable for indirect damages such as loss of profit, anticipated savings, loss of earnings or any other general capital damages.

The Supplier is only liable for property if the Supplier has confirmed to the Purchaser in writing that the Supplier has undertaken liability for the property, and if said property is stored in a locked facility provided by the Supplier. If the property is of a high value, i.e. the value exceeds two 'basic amounts' (for national social insurance purposes) in accordance with the Social Insurance Code 2010 (Socialförsäkringsbalken (2010:110)), the Supplier is only liable if the Purchaser, prior to written confirmation of such an undertaking, has advised the Supplier of

the high value. The Supplier's liability for property that has gone missing or been damaged shall always be limited to the value of the property that has gone missing or been damaged.

In cases where catalogues, registries, databases or other representations have been produced for the execution of the Event, the Supplier disclaims all liability for any possible errors and faults in such material.

The Supplier's liability shall always be reduced by the amount the Purchaser may receive based on a claim on insurance that the Purchaser has arranged or is covered by, on the condition that it is not incompatible with the insurance terms and conditions, and that the Purchaser's rights in relation to the insurance have not been restricted.

The Supplier's liability under the terms of the Contract shall be limited to what has been stated above.

22. Confidentiality

Both Parties undertake, without any time constraint, to not disclose or divulge to any third party any Confidential Information concerning the other Party, the execution of the Event and Order, and to not use any such Confidential Information to any extent greater than what is necessary in order to carry out the intent of the Contract.

The term "Confidential Information" is intended to mean all and every information (technical, commercial or of any other nature), regardless of whether such information has been documented or not, with the exception of information such as:

- a) this which is commonly known or that comes to public knowledge in any way other than through a Party's breach of the Contract; or
- b) a Party having a responsibility to disclose information under law, directive or similar legislation.

Each respective Party is responsible for that any other physical or legal person that either Party has engaged or is responsible for, e.g. employees, follows the conditions under this point 22.

23. Rights

If the Purchaser wants to use brands or logotypes that belong to the Supplier or other company within the corporate group of Svenska Mässan Stiftelse, the Supplier's advance permission in writing is always required. Such use may thereafter only take place in direct connection with the Event.

The Supplier, without the risk of sanctions, has during the contractual period the sole right to refuse, stop or limit any activity concerning the Event that the Supplier considers as being injurious to the Supplier's brand, or that is in any other manner unsuitable. This may, for example, mean for a Purchaser that the Supplier has the right to refuse a Participant access to the Floor Space.

24. Transfer and granting of concession

Neither Party may, without the other Party's written approval, transfer or grant concessions in respect of its rights or responsibilities under the terms and conditions of the Contract, to a third party. A Party may transfer a regular demand for payment.

25. Force Majeure

The Supplier is exempt from liability for the omission to fulfil certain obligations per the Contract if the omission is based for reasons such as acts of war, strike, lockout, blockade, fire, explosion, flooding, major accident, authorities' intervention, significant restrictions in deliveries or other matters that the Supplier cannot be held responsible for and that impedes or that is unreasonably burdensome for the Supplier's ability to live up to the Contract and which could not reasonably have been predicted at the time at which the Contract was entered into. It is the Supplier's responsibility, when so deemed necessary, in invoking this point 25 to without delay and in writing advise the Purchaser of the emergence thereof, as well as its cessation.

Regardless of the aforementioned concerning exemption from liability, either Party reserves the right to terminate the Contract with immediate effect if the fulfilment of a certain undertaking is delayed by more than 30 days.

26. Premature termination of the Contract

Either Party has the right to terminate the Contract with immediate effect in writing, if:

- a) The other Party on repeated occasions neglects the Contract or significantly breaches the terms and conditions thereof under the Contract, and does not effect full rectification within 15 days of written notice thereof, or
- b) Either Party is declared bankrupt, initiates negotiations for composition, enters liquidation or otherwise can be assumed to have become insolvent.

The Supplier reserves the right, without observing the aforementioned, to terminate the Contract in writing with immediate effect if the Purchaser defaults on payment under the terms of the Contract.

Termination shall be effected without unreasonable delay following the other Party having received or gained knowledge of the condition on which the termination is based.

27. Disputes

Disputes based on the Contract shall be settled in a public court in Sweden. The primary instance being the District Court in Gothenburg. Swedish law shall apply in the event of any dispute.