

# General Regulations

## 1. Scope of application

These General Regulations apply for lessees, organisers, exhibitors (including co-exhibitors), stand builders and suppliers (hereafter referred to jointly as "Users") and visitors to the facilities and premises of BERNEXPO AG (hereafter referred to as the "Lessor") and the additional spaces connected with the respective event (hereinafter referred to as the "exhibition space" or "exhibition premises").

## 2. Authority

The Lessor has authority over the entire exhibition space. The Lessor and, in its absence, event management are authorised to issue and enforce instructions to anyone located on these premises. Event management is subject to the instructions issued by the Lessor.

## 3. Opening hours and access authorisation

### 3.1 Opening hours

The opening hours of the exhibition space are disclosed to Users and visitors early on. For security reasons, the premises remain closed outside of the communicated hours.

### 3.2 Access authorisation

Only those individuals who have a valid ID (exhibitor ID card or access ID card) or who show a valid admission ticket may access the exhibition space. Special rules may be issued for access to certain events.

### 3.3 Additional costs

If access to the exhibition space results in additional costs for monitoring, lighting, etc., these additional costs will be invoiced to the person(s) responsible for incurring these additional costs.

## 4. General services

### 4.1 General heating and lighting

The general heating and lighting of the exhibition hall and buildings is organised by the Lessor.

### 4.2 Infrastructure

Supply and disposal connections, such as electricity, water, gas and telephones as well as cleaning services may only be arranged by the Lessor. To ensure that electrical and security requirements are observed the Lessor shall determine which specialists install these connections. Infrastructure within the booth may be installed by other specialists. These specialists must be disclosed to the Lessor upon request. Event management is entitled, but not obliged to conduct inspections and issue instructions. In the event of damage, the Users shall be liable for any damage caused by infrastructure they have had installed. The Users shall be liable for any damage caused by the uncontrolled consumption of energy for which they are responsible.

### 4.3 Complaints

Complaints regarding unsatisfactory services or defective installations must be submitted to event management immediately; otherwise, any claims arising from such complaints shall be null and void.

### 4.4 Hall manager

The organiser agrees to have the Lessor's hall manager present to oversee the infrastructure on the exhibition premises for the entire duration of the event, i.e. during assembly, the event itself and dismantling. The hall manager's presence is subject to a charge. The hourly rates can be found in the current price list in the Lessor's "Organiser service catalogue".

### 4.5 Cleaning service

The cleaning service, including cleaning of the toilets, but not the booths, is compulsory and is organised by the Lessor. The hourly rates can be seen in the current price list in the Lessor's "Organiser service catalogue".

### 4.6 Additional costs

All Users shall be responsible for any additional costs they incur, e.g. for lighting and sound during demonstrations.

## 5. Booth assembly

### 5.1 Delivery/removal

The precise times as well as the rules and regulations for delivery will be provided for each individual event. The transport company must adhere to the instructions given by the Lessor, event management, the hall manager, the security service and the traffic police. Exhibition materials may not be transported during the event's opening hours. Additional deliveries of materials to the booths must take place before the hall is opened or after it has been closed to visitors. Delivery or replenishment of exhibition materials during the event requires the express consent of event management.

### 5.2 Design

Users must observe the guidelines contained in the applicable "Technical information about the halls" issued by BERNEXPO AG. Users are allotted space as per the floor plan. Exhibition materials, advertising and other items

may not be placed outside the boundaries of the booth. The boundary line of the booth represents the maximum limit of the booth space and this line may not be exceeded. Advertising must be designed and installed in a manner that does not negatively affect the interests of other Users and of visitors. The name and address of the company must be clearly visible for visitors on the booths. No structural changes may be made to the exhibition premises without the prior consent of the Lessor. Attaching booth construction materials to the hall walls, floors and ceilings using nails, screws, clamps or similar items as well as painting or applying large amounts of glue to the hall floor, concrete walls, columns or ceilings (including ventilation ducts) is prohibited. Carpet tape, posters, etc. must be carefully and cleanly removed after the booth has been broken down.

The Users shall be fully liable for any and all damage caused by them, their staff or their contractors, e.g. to hall walls, floors and ceilings, as well as for any injuries to people, for example, during assembly or dismantling of the booth, as a result of the improper installation of booth construction materials and other items. All multi-level booths require the prior approval of event management. All escape routes and emergency exits marked on the plans must be kept clear. Fire extinguisher points, fire extinguishers and all other safety devices must be easily accessible. Booth construction materials and empty packing materials may not be stored in the hall. Improperly stored materials may be removed by event management at the Users' expense. Booth installations that do not meet the general and specific regulations must, at the request of event management, be corrected or they may be removed by event management at the Users' expense. In such cases, the Lessor assumes no liability for damage to the booth materials.

### 5.3 Hall ceiling, walls, floor (hall and outdoor areas)

For security reasons, all equipment to be mounted on the hall ceiling (brackets, clamps, steel cables, etc.) may only be installed by BERNEXPO AG or a company hired by BERNEXPO AG. Suspending items from the ceiling requires the approval of the Lessor. If the ceiling covering extends more than five metres over accessible areas, class RF2 ceiling coverings may be used in place of class RF1 and class RF3 ceiling coverings may be used in place of class RF2 ceiling coverings. Single-layer membrane structures are not considered ceiling coverings. Detailed plans, including the load specifications for each suspension point must be provided by the Users no later than the deadline for submitting technical orders using the Lessor's official order form, which is included with the technical documentation. If, as part of the approval process, an engineering firm must be hired, the costs shall be charged to the Users and included in the final invoice. Details regarding ceiling suspensions can be found in the current "Technical information about the halls" and the current "Organiser service catalogue" issued by BERNEXPO AG.

The Lessor accepts no liability for suspensions which have not been requested or approved. The Users are responsible for all costs associated with any damage caused by such suspensions as well as all costs incurred for making the necessary repairs. The Lessor is entitled, at the Users' expense, to modify or remove installations which do not meet requirements or current technological standards. The Users have no claims to compensation or reimbursement for any damage or expenses incurred. Floor coverings (carpets, etc.) may only be placed on space which the Users have let. No floor coverings whatsoever may be placed in passageways. Exceptions to this rule may only be approved by event management.

### 5.4 Outdoor areas

Users may not install any hardware whatsoever, especially nails, pegs and other support elements, in the floor covering of the outdoor areas. Booths and tents must be secured against the wind, weather and snow loads, e.g. through the use of weights.

### 5.5 Safety following the closure of the exhibition

Users must ensure operational safety after the exhibition has been closed and turn off booth lighting and electronic devices (with the exception of refrigerators, freezers, etc.).

### 5.6 Occupational safety

Users must ensure the safety of their employees, agents and contractors within the framework of the applicable accident prevention regulations. Instructions in this respect issued by event management must be followed.

### 5.7 Vehicle traffic

The provisions of the Road Traffic Act of 19 December 1958 (*Strassenverkehrsgesetz vom 19. Dezember 1958, SVG; RTA*) apply on the exhibition premises. Vehicle engines must be switched off during loading and unloading. There is limited winter road maintenance on the exhibition premises. For safety reasons, the use of bicycles, motorcycles, Segways, skateboards and similar devices in the exhibition space is prohibited during events.

## 6. General rules

### 6.1 Demonstrations

Demonstrations that cause noise, dust and odours are prohibited. Provided that doing so is not disruptive, the functionality of exhibition materials may be demonstrated.

## 6.2 Music and public address systems

Musical performances and public address systems are only permitted with the approval of event management. The use of music and public address systems must take account of the interests of other Users and visitors. Event management reserves the right to shut down the equipment if its initial request to reduce the volume is not heeded. All musical performances – including those that are intended solely for private use by sales staff – is subject to a fee. Users are responsible for obtaining permission from the Swiss Authors' Copyright Society (SUISA), the Swiss society for the rights of authors of musical works, for the use of music at guest events in a timely manner. All Users at guest events are considered to be organisers of the performances at their booth; they assume liability for any and all resulting breaches of copyright and release the Lessor from all such liability.

## 6.3 Volume control/laser devices

Subject to the instructions given by event management, music may not be played or performed louder than a maximum volume (average level over 60 minutes) of 93 dB (A). The city of Bern must be informed at least 14 days before the start of performances which exceed 93 dB (A) or which involve the use of laser equipment (Event Management, Predigerstrasse 5, Postfach 3000 Bern 7; e-mail: veranstaltungsmanagement@bern.ch). The statutory regulations and requirements – in particular, the provisions pursuant to the Sound Levels and Laser Ordinance (*Schall- und Laserverordnung, SLV; SLO*), the Noise Abatement Ordinance of the canton of Bern (*Kantonale Lärmschutzverordnung, KLSV*) and the Regulations to Combat Commercial and Residential Noise of the city of Bern (*Reglement zur Bekämpfung des Betriebs- und Wohnlärms*) – as well as the conditions set out in any permits must be observed. Balancing areas must be approved by event management.

## 6.4 Advertising/advertising materials

Competitions, prize draws and contests of all types may only be carried out with the approval of event management. The Ordinance of 27 May 1924 to the Federal Act on Lotteries and Commercial Gambling (*Verordnung vom 27. Mai 1924 zum Bundesgesetz betreffend die Lotterien und die gewerbmässigen Wetten, LV; LottO*) as well as the Lottery Act and the Lottery Ordinance of the canton of Bern (*Lotteriegesezt, LotG; Lotterieverordnung, LV*) must be observed. Advertising outside of the Users' own booth is only permitted with the approval of event management. Advertising of all types is prohibited on the Lessor's entire premises, in the halls and in areas connected with the event.

## 6.5 Placards and posters

The right to hang placards (F4 and F12) and large-scale posters in the exhibition hall as well as in the outdoor areas is reserved to the Lessor. It may transfer this right to other companies. Organisers receive a commission as agreed with the Lessor from the gross income received by the Lessor for allowing the hanging of placards and posters during the event.

## 6.6 Dining/catering

The Lessor is responsible for providing dining options. Users may provide free drinks and snacks to customers. They are prohibited from providing full meals. Exceptions can be approved by the Lessor. Federal and cantonal youth protection provisions concerning the distribution of alcohol and tobacco products must be observed. In particular, Users are prohibited from giving any alcoholic beverages to young people under the age of 16 and spirits or tobacco products to young people under the age of 18.

## 6.7 Animals on the exhibition premises

In general, animals are not permitted on the exhibition premises. The Lessor may approve exceptions for individual events. This regulation does not apply to service or rescue dogs.

## 6.8 Fire alarm systems

The building is equipped with fire alarm systems. Equipment that causes, for example, fog, smoke, etc. must be approved by the Lessor. Requests must be submitted to the Lessor no later than 30 days prior to the start of the event. Installations must be placed at a distance of at least 30 centimetres horizontal and 50 centimetres vertical from the sprinkler heads. Multi-level booths must be approved by the relevant authority (lead supervisory authority, generally the district governor's office; *Regierungsstatthalteramt, RSH*). In order to ensure that sprinklers can function properly booths in halls equipped with sprinklers must be open at the top. Suspended open ceilings with regular openings along the entire surface, such as expanded metal and perforated plates, may be used under L- and N-shaped sprinkler systems outside of storage areas if the following conditions are met:

(if the conditions are not met, the sprinklers must be installed with heat reflectors below the suspended open ceiling) the ceiling is made of non-flammable materials; the entire area of the ceiling, including the sockets, comprises at least 70% of the total ceiling surface area; the smallest dimensions of the ceiling openings must be greater than the thickness of this ceiling (e.g. expanded metal) and at least 25 millimetres; the stability of the ceiling construction and all installations, such as lights, above suspended ceilings must not impede the operation of the sprinkler system (conventional sprinklers with a response sensitivity of RTI ≤ 80 must be used). The maximum coverage area per sprinkler is nine square metres.

The distance between the individual sprinklers above the suspended ceiling must not exceed three metres. The vertical distance between the spraying discs and the upper surface of the suspended ceiling must be at least 0.8 metres.

## 6.9 Prohibition against fire and smoking

There is a prohibition against fire and smoking in all of the Lessor's enclosed rooms. The canton of Bern's Ordinance on Protection against Passive Smoking (*Verordnung zum Schutz vor Passivrauchen, SchPV*) must be observed.

## General Regulations

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## 6.10 Postal deliveries

Postal and courier deliveries are generally made to the trade fair post office. Deliveries by post should be addressed as follows: Name of User, name of event, hall number, booth number, BERNEXPO AG, Mingerstrasse 6, 3014 Bern.

## 6.11 Price information

Goods which are offered for sale must comply with the Ordinance of 11 December 1978 on Price Indication (*Verordnung vom 11. Dezember 1978 über die Bekanntgabe von Preisen, PBV; PIO*). Users are responsible for complying with these regulations and, pursuant to the ordinance, they must assume any liability.

## 7. Official fire regulations

### 7.1 Duty of care

In particular, the duty of care includes:

In the event of an outdoor fire, all measures must be taken to protect people, buildings and property and ensure they are not injured or damaged. Electrical devices of all types, such as heating equipment, motors, lights, cooking equipment, etc. must be positioned, installed, operated and maintained to prevent the risk of fire to flammable building components or other objects. The manufacturer's instructions must be followed. Candles and candle arrangements are subject to approval and must be placed on suitable non-flammable base so that they do not fall over. They must be placed far enough away from flammable materials to prevent the flames from igniting them.

- Fire Safety and Fire Service Act of the canton of Bern (*Feuerschutz- und Feuerwehrgesetz, FFG*)
- Fire Safety and Fire Service Ordinance of the canton of Bern (*Feuerschutz- und Feuerwehrrverordnung, FFV*)
- Fire safety standards of the Association of Cantonal Fire Insurance Companies (VKF, Bundesgasse 20, Postfach, 3001 Bern; Phone. +41 31 320 22 22; www.praever.ch)

### 7.2 Construction materials

Construction materials, construction elements and decorations must adhere to the fire protection regulations, in particular, VFK standards. Flammable construction materials may only be used if they do not result in an impermissible increase in risk. In particular, this includes the following: Fire and smoke, burning dripping/droplets, the release of heat, the development of hazardous combustion gases. Fresh wood chips may be used as a floor decoration, but they must be kept damp by constantly moistening them for the entire duration of the exhibition.

### 7.3 Highly flammable materials

The use or storage of highly flammable or explosive materials, such as liquid gas, in the Lessor's halls and rooms is prohibited. Balloons may only be filled with compressed air or helium gas. Highly flammable materials, such as butane or propane gas, may only be used outdoors if they are necessary for demonstrating the intended use of the exhibition materials. Users must obtain consent to use and store the materials from the lead supervisory authority and event management. Pyrotechnic materials may only be burned if they do not present a hazard to people and objects. The use of pyrotechnic materials during events requires, with the exception of category F1 materials pursuant to the Ordinance of 27 November 2000 on Explosive Substances (*Verordnung vom 27. November 2000 über explosionsgefährliche Stoffe, SprstV; ExpIO*), approval from the competent authority.

### 7.4 Cooking areas

Cooking areas may only be set up and operated with the approval of event management. Cooking with gas is generally prohibited in the Lessor's halls and rooms. Exceptions and cooking areas in the outdoor areas can be approved by event management. Deep fat fryers must be placed at a distance of at least 0.5 metres horizontal and two metres vertical from combustible material. If the distance is smaller, the combustible material within a radius of at least 0.5 metres of the hazard zone must be encased in a fireproof cover. The distance between exterior intake ducts and ventilation systems must be at least 10 metres. Operators of cooking areas must adhere to the following requirements:

- Only gas cylinders attached to an appliance may be stored in the kitchen. Full and empty gas cylinders must be stored away from the premises. Liquefied gas installations, particularly containers, bottles and fittings must be protected against unauthorised access through suitable measures such as:
  - o Protective cover;
  - o Limiting or preventing entry or access; or
  - o Placing a fence around the installation or operating area to protect it. EKAS/6517/issued: 06.12.2017
- Gas cylinders must be stored away from the premises. The cylinders must be fastened to prevent them from falling and protect them against the effects of the sun.
- Hand-held fire extinguishers must be available. In the kitchen: one hand-held fire extinguisher CO2 six kilograms, two hand-held fire extinguishers CO2 three kilograms or one hand-held fire extinguisher six kilograms, fire blankets. In the restaurant: up to 100 square metres/50 places = one light water nine litres, more than 100 square metres/50 places = two light water nine litres

### 7.5 Escape routes

Escape routes, emergency exits and access roads must be passable at all times. Emergency exits, staircases, stair landings, corridors, passageways, doors, fire alarms, extinguishing equipment, electrical distribution boxes, and gas and water lines must be kept unobstructed at all times and must not be blocked or restricted by booth structures or other objects. Safety signs must be clearly marked and arranged so that at least one sign is visible from every location in the room. Safety signs that indicate escape routes and exits must be

placed above the escape route at the height of the door lintel.

The required size of safety signs is based on the distance at which they must be clearly visible. Users must include the following escape routes with their booths:

- Closed booths in which the escape route is less than 20 metres must have one exit.
- Closed booths in which the escape route is up to 35 metres must have two separate exits.
- Closed booths with an area of more than 510 square metres must have three 1.2-metre exits.
- For multi-level booths, the upper levels must have an emergency staircase.
- Rooms (>170 square metres) with a maximum occupancy of more than 100 people must have at least two vertical escape routes if the escape routes on the ground floor are not sufficient to allow the number of people in the room to escape.

#### 7.6 Official inspection

An official inspection (structural approval) is conducted before the exhibit is opened and approved. Fire safety defects which are found during the inspection must be corrected in line with the lead supervisory authority's instructions before the start of the event. Any costs that are incurred as a result of the modification of the booth shall be borne by the Users.

## 8. Health requirements

### 8.1 Grundlagen

The User is responsible for compliance with the health requirements and rules of conduct.

### 8.2 Distribution of food

The User shall observe the following, in particular, with regard to the dispensing of food:

- Federal Act on Foodstuffs and Utility Articles and Federal Ordinance on Foodstuffs and Utility Articles (*Lebensmittelgesetz, LMG; FoodA and Verordnung vom 16. Dezember 2016 über den Vollzug der Lebensmittelgesetzgebung, LMVV; FLIO*)
- DHA Hygiene Ordinance (*Hygieneverordnung, HyV; HyO*)
- Implementing Ordinance of the canton of Bern for the Federal Foodstuffs Act (*Einführungsverordnung zum eidgenössischen Lebensmittelgesetz, EV LMG*) The Lessor recommends that Users adhere to all informational documents issued by the cantonal laboratory, food inspection department, Muesmattstrasse 19, 3000 Bern 19; Phone +41 31 633 11 55; www.gef.be.ch.

### 8.3 Basic hygiene measures

- Wash hands with soap.
- Store foods that spoil easily, meats and meat products in a cool location (less than +5°C or +2°C).
- Protect food intended for consumption against contamination by covering it, packing it, etc.)
- Workstations (tables, grills, etc.): install appropriate protective devices (glass shield, etc.) at eye level on the visitor side or install barriers at a sufficient distance

### 8.4 Health precautions

The User shall comply with any regulations issued by the federal government, the canton or the municipality or with any instructions issued by the Lessor to prevent the spread of communicable diseases.

Measures such as safety concepts, mobile structural precautions and installations, control and restriction of access, etc., must be implemented at the User's own expense. This obligation exists irrespective of any request by the Lessor.

## 9. Liability and insurance

The Lessor accepts no liability for damage to or loss of items in the exhibition space. This applies for all natural persons and legal entities, all items and at all times. In particular, the exclusion of liability relates to damage to, loss and confiscation of exhibition materials, booth equipment and the personal items of Users and visitors. Items may not be stored with the Lessor; the Lessor accepts no custodial obligations pursuant to Article 472 of the Swiss Code of Obligations (*Obligationenrecht, OR; CO*). All Users are themselves responsible for their booth, their materials and the safety of their equipment. They assume full liability for damage that they, their employees or contractors cause, e.g. as a result of defective booth construction or demonstrations. The Lessor accepts no liability for such damages.

Users must conclude sufficient insurance for their equipment and exhibition materials against fire, natural hazards, water damage, theft and any damage that might occur while they are on the exhibition premises as well as liability insurance. Event management may request corresponding proof of such insurance. The insurance cover may be requested via the Lessor's general policy. Registration forms may be requested from the Lessor. Users and visitors are fully liable for any damage caused by them, and they release the Lessor from all such claims. The Lessor excludes any liability for non-compliance or lack of safety concepts.

## 10. Final provisions

### 10.1 Additional regulations

Users and visitors will learn about all mandatory laws, regulations, technical guidelines, official directives and other compulsory regulations on their own and adhere to them. For certain Users, such as guest organisers and exhibitors, additional applicable provisions may be specified when the contract is concluded.

### 10.2 Validity

Insofar as Users and visitors enter into a contractual relationship with the Lessor, they recognise the General Regulations as binding on them and they are also responsible for ensuring that they are acknowledged and observed by their employees, agents and contractors.

Exceptional approvals granted as an exception by the Lessor must be in writing in order to be valid. Instructions given by event management or the Lessor in addition to these General Regulations may be issued verbally. If parts of these General Regulations are legally invalid or unenforceable, the remaining provisions shall remain unaffected. In such cases, the invalid provision shall be replaced by a legally valid provision that approximates the original intent of the invalid provision.

### 10.3 Applicable law and jurisdiction

Disputes arising from these General Regulations are subject to Swiss law. The German version takes precedence over translations for matters related to interpretation. The place of jurisdiction is Bern.