



## Exhibition of Meteorological and Hydrological Instruments and Equipment

Geneva, Switzerland  
May 23 – 25, 2011

Closing date for application:  
January 14, 2011

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## ART 1: ORGANISATION

METEOHYDEX 2011, Exhibition of Meteorological and Hydrological Instruments and Equipment will take place in conjunction with the 16th World Meteorological Congress.

Palexpo SA (the Organiser) has been appointed by the World Meteorological Organization (WMO) for the organisation of Meteohydex 2011.

## ART 2: PLACE, DATE AND OPENING HOURS OF THE EXHIBITION

The exhibition will take place at the International Conference Centre Geneva (CICG) from Monday 23 to Wednesday 25 May 2011.

### Location:

International Conference Centre Geneva (CICG), 15, rue de Varembe, CH – 1202 Geneva

### Opening hours:

Monday 23 May 2011 09.00-18.00 hrs

Tuesday 24 May 2011 09.00-18.00 hrs

Wednesday 25 May 2011 09.00-16.00 hrs

The 16th World Meteorological Congress will be in session from Monday 16 May to Wednesday 1 June 2011.

## ART 3: EXHIBITION PROGRAMME

### 3.1 Purpose of the exhibition

The purpose of METEOHYDEX 2011 is to provide an overview of the available meteorological and hydrological instruments and equipment, and in particular to demonstrate the latest developments to the Permanent Representatives of WMO Members who attend the Congress, as well as to other interested experts.

### 3.2 Displayed objects

The Organiser rents out the exhibition surface to exhibitors (the Exhibitor(s)) and will not intervene with regard to the content of the displayed objects as long as they are related to the theme of METEOHYDEX. The Exhibitor has to make sure that the objects displayed conform to the current laws of Switzerland and the State of Geneva.

The Organiser may request that further information on the intended exhibits be provided and reserves the right to have them removed from the stand at the exhibitor's expense (Article 14).

## ART 4: APPLICATION FOR ADMISSION – EXHIBITION CONTRACT

### 4.1 Formalities

Individuals or corporate entities (companies and organisations) who would like to participate as an exhibitor in METEOHYDEX 2011 should register by means of the Application Form. The deadline for the receipt of applications by the Organiser is

14 January 2011.

The Application Form, to which these General Regulations are annexed, must be returned duly completed, signed and dated by the Exhibitor, before expiry of the deadline for registration indicated on the form and/or these General Regulations.

Returning the Application Form as a hard copy in no way constitutes an automatic right to participate in the exhibition. The Application Form will be provisionally registered by the Organiser, who will evaluate it in particular by applying the criteria specified in Article 5 of the present Regulations.

### 4.2 Legal status of the Application Form

The Application Form has the status of a firm offer to contract by virtue of the signature of the exhibitor. The Application Form then acquires the status of a contract once it has been registered and confirmed in writing to the Exhibitor by the Organiser (Article 5.4).

By signing the Application Form, the Exhibitor:

- undertakes to participate in the exhibition;
- undertakes to abide by the articles of the present Regulations, the conditions of the Application for Admission, the tariff conditions and any other contractual document which might bind him to the Organiser;
- undertakes to pay the amounts due (Articles 8.1 to 8.3) even if, for any reasons whatsoever, he subsequently decides not to take part in the exhibition or were to be prevented from doing so. Every subsequent amendment to or revocation of the Application shall be governed by the provisions of Articles 7 and 9 of the present Regulations;
- acknowledges that he is personally liable for the payment of expenses incurred by the Organiser or by third parties for equipping his stand or for any other service connected with his participation in the exhibition;
- accepts, unless the Organiser of the exhibition is notified to the contrary, that the information concerning his personnel, his company and his visitors may be processed for statistical and promotional purposes by the exhibition Organiser or a third party commissioned by the Organiser.

## 4.3 Transferability and sub-letting

Exhibitors do not have the right to transfer or to sub-let all or part of the stand area which they have been allocated. Upon prior request of the Exhibitor, the Organiser may however authorise in writing an Exhibitor to share his stand with one or several co-exhibitors (see Article 4.4).

## 4.4 Co-Exhibitors

Co-Exhibitors are deemed to be individuals or corporate entities which appear in some form or another (addresses, objects or physical presence) on an Exhibitor's stand.

Only the main Exhibitor has the right to register one or several co-exhibitors in accordance with Article 4.3.

The Application Form of any co-Exhibitor must be duly countersigned by the main Exhibitor.

The participation of the co-Exhibitor in the exhibition is subjected to the same conditions as those applicable to the main Exhibitor (in particular, Articles 4.1 and 4.2).

**The main Exhibitor is jointly and severally liable, towards the Organiser, for all payments and other obligations of his co-Exhibitor(s).**

If the co-Exhibitor is accepted, the main Exhibitor will pay the registration fee payable for his co-Exhibitor(s) as well as any additional expenses (Article 8).

Any provision contained in these Exhibition Regulations and/or in any document or regulation which contains any obligation applicable to the Exhibitor will automatically apply to any co-Exhibitor, unless otherwise specified.

## ART 5: EVALUATION OF THE APPLICATION AND CONDITIONS OF ADMISSION

### 5.1 Main selection criteria

All Application Forms submitted by the different Exhibitors and co-Exhibitors will be examined by the Organiser who will make the selection based mainly upon the following criteria:

- availability of exhibition space;
- the conformity of the exhibited objects and services with the exhibition programme (Article 3);
- the payment of the amounts due (Article 8).

### 5.2 Conditions of Admission

**Exhibitor must be domiciled in the member countries of the WMO.**

Only the Organiser shall take the final decision as to whether or not to admit individuals or corporate entities as well as exhibits. It may reject any application without having to state the reasons.

No claims by Exhibitors, co-Exhibitors or third parties regarding the admission or non-admission of individuals or corporate entities, or concerning exhibits, will be admitted.

Special requests concerning the stand location or requests for a competitor to be excluded cannot be accepted as a condition of entry by an Exhibitor.

### 5.3 Refusal of admission

The Organiser may refuse admission in particular in the following cases:

- if, based on any information made available to the Organiser, the Exhibitor or the co-Exhibitor jeopardizes or risks jeopardizing the smooth operation of the exhibition, the reputation or the material of the Organiser;
- if the Exhibitor or the co-Exhibitor fails to comply with one or more obligation(s) that he has towards the Organiser or a company connected with the latter, notably if he does not meet his financial obligations.

Refusal of admission shall be notified to the Exhibitor or co-Exhibitor in writing, no later than 30 days after receipt of the Application. Further refusal of admission may also be notified by the Organiser, when any relevant information is made available to the Organiser.

Refusal of admission cannot entail any consequence for the Organiser other than the reimbursement of any sum already paid, with the exception of an amount of CHF 200.- (VAT excluded), retained by way of a contribution to the administrative expenses. Under no circumstances will the Organiser be liable for any damages whatsoever.

### 5.4 Admission acceptance

Acceptance of the Application shall be notified by the Organiser to the exhibitor in writing, either by post, e-mail or by the first invoice. This written notification or the invoice constitutes acceptance by the Organiser of the exhibitor or co-Exhibitor, subject to the effective and full payment of the amounts due to the Organiser (Article 8). Any prior exchange of letters or any documents between the Organiser and the exhibitor or co-Exhibitor cannot under any circumstances be deemed to constitute acceptance.

Upon acceptance, the settlement of the aforementioned amounts becomes due, and applies even if the Exhibitor or co-Exhibitor should subsequently cancel his participation for any reason whatsoever (Article 7.2).

## ART 6: ALLOCATION OF STANDS AND FLOOR PLAN

### 6.1 Allocation of the surface area and the stand location

Stands will be assigned on a first come first served basis.

The Organiser alone is responsible for the allocation of the stand area and its location, taking into account the criteria listed in Article 5.1 and following receipt of the payment (Article 5.4).

The Organiser draws up a floor plan, taking into account the Exhibitor's wishes regarding the stand surface area and stand location. The Exhibitor's preferences regarding the location are not binding upon the Organiser.

The Organiser reserves the right to move a chosen or allocated site, to reduce or to modify the dimensions or the configuration of the stands to an extent which is compatible with the layout concept and the overall presentation of the exhibition. The exercise of such a prerogative shall not under any circumstances give rise to any compensation whatsoever to the Exhibitor.

The allocation of the stand is notified to the Exhibitor by the sending of the floor plan. It is incumbent upon the Exhibitor to ensure that the site corresponds to that which is indicated on the plan.

No later than ten days following the notification of the allocated stand position, an Exhibitor may submit any objections he might have, stating his reasons to the Organiser who, after having taken due note of them, shall make a reasoned decision which shall be final and be notified in writing to the Exhibitor.

## 6.2 Occupation of the stand

Occupation of the stand area is subject to payment in full of the amounts due (Article 8). Subject to these payments being made, the stand area will be made available to the Exhibitor at the beginning of the official assembly period, whose date will previously have been communicated to him, subject to the Organiser's right to impose shorter time-limits, also on a case by case basis.

## ART 7: CANCELLATION OF THE CONTRACT AND REDUCTION OF SURFACE AREA

### 7.1 Cancellation by the Organiser

Should it transpire that the conditions for admission are not met or cease to be met or should it transpire that admission was granted on the basis of the provision of inaccurate information or data, the Organiser may cancel the Exhibitor or the co-Exhibitor's admission at any time without, in so doing, giving rise to any payment other than the possible reimbursement of the amounts paid, with the exception of an amount of CHF 750.- (VAT excluded) due by each of the Exhibitor and co-Exhibitor(s).

The Organiser is not obliged to state the reasons for its decision.

### 7.2 Cancellation by the Exhibitor

An Exhibitor wishing to terminate the contract binding him to the Organiser must notify the latter in writing.

The Exhibitor, however, is not thereby released from his commitments. He remains liable for:

- the total amount of the stand surface rental;
- the total amount of his registration fees;
- the total amount of the co-Exhibitor's registration fees;

- the cost of the installations ordered and already carried out;
- the cost of advertising ordered and already executed;
- any ancillary expenses.

However, the Organiser may reduce his claims related to the booking to 50% of the total rental fee, plus any ancillary expenses and any other amounts for which he is liable, if the Exhibitor informs the Organiser before 31 March 2011.

After this date, the total rental cost, plus any other ancillary expenses already incurred and any other amounts, will be charged, regardless of any rental of the stand surface to a third party by the Organiser.

### 7.3 Reduction by the Exhibitor of the surface area after stand allocation

If an Exhibitor reduces the surface area of his stand after it has been allocated to him by the Organiser, he remains liable for the total amount of the rental price of the exhibition surface area and the ancillary expenses.

Should the Organiser succeed in re-letting the stand area thus left vacant to another Exhibitor who was not yet registered at the date on which the stand area was reduced, the Exhibitor reducing his surface area must pay compensation of CHF 750.- (VAT excluded) by way of a contribution towards administrative expenses.

## ART 8: FINANCIAL CONDITIONS

### 8.1 Rental fee

Rental fee of the raw exhibition space[\*]:  
CHF 650.-/ m<sup>2</sup> (+8% VAT)

[\*] The rental fee of the raw exhibition space includes:

- the stand surface area;
- general lighting and cleaning;
- white rear and side walls, height 2 m;
- the entry in the exhibition catalogue;
- general advertising for the exhibition;
- exhibitor passes;
- invitations for visitors (Article 10.2).

[\*] The rental fee does not include, in particular:

- on-stand decoration, fittings and specific lighting;
- raised floors, partitions, fascia board, carpet;
- cleaning of the stand;
- individual insurance (fire, theft, etc.);
- hiring of handling equipment;
- parking lots.

The prices of additional equipment and services are indicated in the Exhibitor's Manual (Article 12).

## 8.2 Registration fee

The registration fee for each exhibitor and co-Exhibitor is CHF 200.- (+VAT).

## 8.3 Terms of payment of the various charges

The amounts mentioned in Articles 8.1 must be paid by the following dates:

- 50% of the total rental fee is payable **upon receipt of the invoice**;
- the balance of 50% is due by 31 March 2011 at the latest.

For late inscriptions (after the deadline for the receipt of application specified in Article 4.1), the total surface rental as is due upon receipt of the invoice.

The supplementary orders placed by means of the order forms in the Exhibitor's Manual will be charged according to Article 9.1.

The Organiser must be in possession of payment or documentary evidence of payment by **no later than the first day of official build-up period**, failing which the Organiser is entitled, without specific prior notice and/or notification, to deny the Exhibitor access to the premises or have his stand removed without delay and at the Exhibitor's expense.

## ART 9: INVOICES, VAT, PAYMENTS AND COMPLAINTS

### 9.1 Invoices and terms of payment

The Organiser's invoices are payable, net upon receipt and without discount. Payments must be made in Swiss Francs (CHF) and by payment to the bank account(s) mentioned on the invoices or by credit card.

Expenses relating to the additional services will be invoiced to the Exhibitor prior to, during and after the exhibition. The invoicing system consists of one or more invoices in instalments and a final summary invoice. Each instalment invoice details the provisional status of the orders. The final invoice corresponds to the actual status of the orders and completes the invoicing process.

### 9.2 Swiss value-added tax (VAT)

The Organiser's services are subject to VAT unless an exemption is granted by virtue of Articles 143 to 150 LTVA (Federal law of November 27, 2009 governing value-added tax). The services rendered to Exhibitors or co-Exhibitors domiciled outside Switzerland are also subject to VAT, since it is the place of execution of the service, (i.e. Switzerland) which is the determining factor. However, such Exhibitors or co-Exhibitors have the option, subject to certain conditions, of applying for reimbursement of these taxes (see the form in the Exhibitor's Manual).

VAT is applied / payable at the rate of 8% (subject to modification).

Unless otherwise specified, the prices quoted in these regulations do not include VAT.

## 9.3 Failure to observe payment deadlines

The Organiser is entitled to suspend the execution of all its obligations in the event of non-payment, without sending any prior notification.

Reminders shall be invoiced at the rate of CHF 20.- (VAT excluded).

Non-payment by the due date of each invoice shall entail by right the liability to pay interest on arrears at the rate of 5% per annum without any prior notification being required.

In the event of failure to observe the deadlines or to pay the rental price, the Exhibitor shall nevertheless not be released from his liabilities. He shall remain liable for all the items set out in Article 7.2, which includes also the cost for technical installations and/or other services which he has ordered and which have already been executed.

## 9.4 Complaints concerning invoices

Each complaint concerning an invoice must be lodged no later than 30 days after the date of invoicing. Such a complaint does not affect in any way the obligation of the Exhibitor to pay other invoices which are payable at the time of the complaint and do not entitle him to suspend any payment whatsoever to the Organiser or to suspend any other obligation whatsoever towards the latter.

**After expiry of this time-limit no complaint will be entertained and the payments shall be due to the Organiser.**

## ART 10: EXHIBITOR PASSES AND INVITATIONS

### 10.1 Exhibitor passes

Exhibitor passes for stand staff will be allocated free of charge to the Exhibitor. The Organiser may at any time request specific information about such staff and the use of the Exhibitor passes.

### 10.2 Invitations

Free visitor invitations to the exhibition will be supplied to Exhibitors upon request.

## ART 11: VISAS – AUTHORISATIONS

Participants attending the event, who require an entry visa into Swiss territory and/or any specific authorisation in connection with the exhibition must undertake the necessary formalities well in advance of their departure for Switzerland. In order to obtain an entry visa into Switzerland, participants should contact the Swiss Embassy or Swiss Consulate in their country of origin.

Exhibitors are also responsible for ensuring that their co-Exhibitors comply with all applicable formalities, in particular the consular formalities.

Upon written request, the Organiser will supply a confirmation of participation. The Organiser is under no circumstances liable for any refusal of visas or other authorisation.

## **ART 12: EXHIBITOR'S MANUAL AND CIRCULAR LETTERS**

The Exhibitor's Manual of METEOHYDEX 2011 will be at [www.meteohydex.com](http://www.meteohydex.com). To get access, confirmed Exhibitors will receive a password from the Organiser.

The content of such Exhibitor's Manual may be amended at any time by the Organiser, without prior notice and/or notification. The content of the amended Exhibitor's Manual will be automatically binding upon the Exhibitors and co-Exhibitors when made available at [www.meteohydex.com](http://www.meteohydex.com). The Organiser recommends to the Exhibitors and co-Exhibitors to visit regularly at [www.meteohydex.com](http://www.meteohydex.com) in order to be informed of any change in the Exhibitor's Manual.

The on-line Exhibitor's Manual, which contains in particular the regulations of PALEXPO, the "on-line shop" i.e. the internet selling system of the services provided by Palexpo SA, are an integral part of the present Regulations.

## **ART 13: INSTALLATION, DECORATION AND OPERATION OF THE STAND**

### **13.1 Decoration Regulations**

Each Exhibitor is required to obtain information on the location, exact dimensions and the options for equipping and fitting out the stand he has been allocated. The Organiser is available to show the Exhibitor around the stand site. The boundaries of the stand must not be exceeded under any circumstances.

The Exhibitor must arrange for his stand to be equipped and fitted out himself. He is required to decorate it using fire-resistant or fire-retardant materials. As a general rule, all hazardous materials are to be excluded. In the event of loss or damage, the Organiser is entitled to take all necessary measures at the Exhibitor's expense and shall hold the latter liable.

The regulations governing stand equipment and fittings are included in the Exhibitor's Manual, which will be made available to Exhibitors in due course.

The Organiser further reserves the right to remove or alter installations which might disrupt the general decoration of the exhibition, neighbouring exhibitors or the public or which in general, would not conform to the plan submitted previously, at the expense and risk of the offending party.

### **13.2 Operation of stands**

Exhibitors are required to ensure that their stands are permanently staffed during exhibition opening hours. Stands must not be dismantled prior to the official closing time.

### **13.3 Observance of exclusivity contracts**

Exhibitors and co-Exhibitors must observe the exclusivity contracts concluded by the Organiser with certain suppliers and service providers, such as:

- the operation of the "fixed" catering facilities, that is of the existing bars and restaurants as well as the congress centre is to be conducted by the official CICG operator;
- fixed and mobile advertising areas outside and inside the building, including their contents may not be removed or concealed;
- handling, loading and unloading of goods as well as the rental of handling equipment.

## **ART 14: SAFETY REGULATIONS AND SMOKING BAN**

### **14.1 Safety regulations for exhibits**

The Organiser reserves the right to verify the safety of exhibits and to ensure that they were mentioned on the Application Form. If necessary, the Organiser reserves the right to remove, at the Exhibitor's expense, any dangerous objects whose admission has not been requested or granted on the required forms, without the latter having any recourse whatsoever against the Organiser or being able to claim any compensation whatsoever.

### **14.2 Smoking Ban**

Smoking is strictly prohibited inside the venue.

## **ART 15: CATALOGUE AND PRINTED MATTERS**

The Organiser has the exclusive right to publish the official catalogue and also reserves the option of publishing other printed matter.

The catalogue entry is free of charge and is compulsory. Exhibitors and co-Exhibitors are required to supply the information necessary for their registration and for their inclusion in the official catalogue (printed version) and on the web site, upon receipt of the appropriate form.

The Organiser declines any responsibility for entries which contain errors, are incomplete or are not submitted.

The conditions and cost of advertising are specified on the order form.

## **ART 16: ADVERTISING AND PHOTOGRAPHY**

### **16.1 Advertising**

All sales promotion activities, surveys and the distribution of publicity materials and any other form of publicity are authorised only on the Exhibitor's stand and on the publicity boards or other official advertising panels available for hire from the Organiser.

Furthermore, Exhibitors are authorised to advertise only for companies, objects or services which have been announced to the Organiser and been approved in writing by the latter.

Exhibitors are strictly prohibited from using audiovisual equipment in such a manner that the messages disseminated or shown may be seen or heard on one or more neighbouring stands.

Any false or misleading advertising, of any nature whatsoever, is strictly prohibited and the perpetrator thereof may be expelled immediately from the event (Article 19).

## 16.2 Photography / films

Exhibitors have the right to take pictures or make films of their own stand. **However, it is strictly forbidden to take pictures or make films of other stands and the exhibition METEOHYDEX 2011.**

However, the Exhibitor formally authorises the Organiser, free of charge, to:

- photograph and/or film the Exhibitor, the Exhibitor's team and the exhibits on his stand;
- use these images in any medium, notably for promotional purposes in Switzerland and abroad for an unrestricted period of time.

## ART 17: RESPECT OF TRADEMARKS

The Exhibitor and the co-Exhibitor are bound to respect the trademark, the graphic charter and the logo of the METEOHYDEX 2011 exhibition and of the Organiser, Palexpo SA.

## ART 18: RESPONSIBILITY AND INSURANCE

### 18.1 Responsibility for exhibits – sales promotion activities – operation of stands

The Organiser does not accept any obligation to protect exhibits and stand equipment or fittings and refuses to accept, without prejudice to art. 100 paragraph 1 of the Swiss Code of Obligations, any liability for loss or damage, either during the time for which the objects are on the CICG site or during carriage thereof.

The Organiser also refuses to accept any liability for any damage resulting from sales promotion activities and presentations given by the Exhibitor and from the operation of the stands.

### 18.2 Liability for auxiliary staff

By virtue of article 55 and article 101 of the Swiss Code of Obligations, the Exhibitor is responsible for damages caused by his suppliers, stand builders and other agents.

## 18.3 Insurance

It is compulsory for each Exhibitor to be insured against the risk of fire. If he cannot prove in writing that he holds such insurance cover, he must take out insurance against this risk, either through a third party, or through the Organiser, the terms and conditions of which are reproduced in the Exhibitor's Manual.

Furthermore, Exhibitors are also strongly recommended to insure their exhibits, as well as their stands and their equipment and fittings, against damage and loss during the exhibition and during carriage. The exhibitor may also take out such insurance through the Organiser, the terms and conditions of which are reproduced in the Exhibitor's Manual.

Exhibitors are liable for any damage caused to other stands, the exhibition installations, to the person and property of other parties, including to the Organiser, whether the damage has been caused, in any manner whatsoever, through their own fault or by a third party commissioned on their behalf.

**All risks are entirely the responsibility of the Exhibitors, who will be able to take out individual insurance policies if they consider it necessary (third-party liability for damage caused to third parties and premises, accidents, theft, etc.).**

**The Organiser declines any liability for the loss or disappearance of, damage to or theft of goods and exhibits in any circumstances and at all times.**

## ART 19: EXPULSION

Any breach of one of the clauses of the present Exhibition Regulations, instructions and provisions of the Organiser may entail the immediate, temporary or definitive expulsion of the offending Exhibitor, without prejudice to any other sanctions or liabilities incurred by him and without him being able to claim any reimbursement or compensation whatsoever.

The expelled Exhibitor remains liable for the payment of the amounts due (Article 8), for all the expenses already incurred, plus all the ancillary expenses. The same applies to co-Exhibitors.

The Organiser will then be able to dispose of the stand site thus vacated as it thinks fit.

## ART 20: FORCE MAJEURE

For imperative reasons or in the event of force majeure (i.e. unforeseen political, economic or health-related events), the Organiser is entitled to postpone the holding of the exhibition, to shorten or extend its duration or to cancel it without the Exhibitors being entitled to withdraw or to claim any compensation.

In the event of cancellation, the rental price of the exhibition surface area remains due up to the amount which corresponds to the expenses incurred by the Organiser. Any remaining funds available, if applicable, will be reimbursed to Exhibitors after the deduction of expenses.

On the other hand, the Exhibitors would not be entitled at all to claim any compensation for failure to hold the exhibition.

## **ART 21: CANCELLATION OF THE EXHIBITION**

In the event that the Organiser should decide not to hold the exhibition for any reason whatsoever but which does not constitute a case of force majeure, the Exhibitor shall be only entitled to reimbursement of the instalments and invoices already paid, without the Exhibitor being able to claim any entitlement to any compensation whatsoever owing to the failure to hold the exhibition.

## **ART 22: SETTLEMENT OF DISPUTES**

In the event of a dispute and prior to any procedure, the Exhibitor or the co-Exhibitor undertakes to submit his complaint to the Organiser before the closure of the exhibition. The Organiser will make a decision together with the Exhibition Committee.

## **ART 23: EXHIBITION REGULATIONS**

All verbal agreements, individual authorisations and special regulations require written confirmation by the Organiser. The Organiser reserves the right to enact special regulations which will take precedence over the present Exhibition Regulations.

## **ART 24: APPLICABLE LAW AND LEGAL JURISDICTION**

Any and all relationship between the Organiser and any Exhibitor or co-Exhibitor in connection with the exhibition is submitted to **Swiss law**.

For any dispute not able to be settled amicably, each of the Exhibitor, the co-Exhibitor and the Organiser acknowledges the **exclusive competence of the ordinary courts of the Republic and Canton of Geneva**, subject to an appeal to the Supreme Court (Tribunal fédéral).

# EXHIBITION REGULATIONS

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**PALEXPO**

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