

# Exhibition architecture

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General terms of business

Stand: 15.12.2008

### **1.1. Scope of application**

Unless expressly stated otherwise in writing, the General Terms of Business of Habegger AG in Regensdorf shall apply to all business transactions which are concluded between Habegger AG on the one hand, and their contractual partners (hereinafter referred to as the Customer), on the other.

### **1.2. Offers**

Offers made by Habegger AG are limited in time, either according to law or according to the special conditions in the offers.

### **1.3. Prices**

All prices are given in Swiss Franks ex Habegger AG and exclude dispatch, packing, transport and transport insurance.

### **1.4. Payment**

Unless explicitly agreed otherwise all invoices shall be payable within 30 days without any deduction whatsoever. Retention of payments and allocation of allowances due to any counterclaims not accepted by Habegger AG are not admissible. If the purchase price is not paid at the time agreed, Habegger AG reserves the right to apply default interest at a rate 8% from expiration date. Habegger AG shall not be obliged to effect any further deliveries resulting from any standing contract before the total invoice amount including interest is paid completely. In case of delay in payment of the customer, Habegger shall claim cash payment for outstanding deliveries, under discontinuance of the date of payment.

The same applies to dishonouring of cheques and bills of exchange of the signatory, cessation of payment, deferment of liquidation proceeding (Nachlassstundung), distraint and bankruptcy of the signatory.

### **1.5. Delivery**

Delivery dates are quoted to the best knowledge and belief of Habegger AG but are not binding. Annulment of the contract due to belated delivery shall not be possible. Habegger AG shall be exempt from all liability if delivery is delayed as a result of unforeseeable circumstances, inability to deliver without fault of Habegger AG or the fault on the part of the suppliers for Habegger AG.

### **1.6. Loss and perishing**

The risk of accidental loss and accidental perishing of the goods shall pass to the party of the contract as soon as the goods leave the premises of Habegger AG for the purpose of transport, irrespective of the place of delivery and of who bears the freight costs. A transport insurance shall only be taken out upon written demand of the contracting party and at the expense of the contracting party.

### **1.7. Reconsignment**

Reconsignment of goods shall only be accepted with written consent by Habegger AG in original packaging. For administrative costs, check and repackaging Habegger AG shall charge a share of expenses. Custom products shall not be taken back.

### **1.8. Liability**

Unless explicitly stated otherwise in the contract, Habegger AG guarantees a warranty of 12 month, reckoned from date of consignment for all delivered equipment. Faults that originate from bad material, defective manufacture or faulty installation by Habegger AG, Habegger AG is entitled either to remedy the defects or to deliver replacement at their own choice. Any

faults must be notified immediately after they are detected. The defective equipment shall -upon sole discretion of Habegger AG- be either sent back postage-free to Habegger AG or shall be picked up by Habegger AG at the contractor's place. All further claims with regard to time or object as well as any liability, particularly for indirect damages, shall be excluded in any case.

### **1.9. Applicable laws, place of performance and jurisdiction**

The Law of Switzerland shall apply to these terms and conditions and to all disputes resulting from the contract. Exclusive legal venue shall be Habegger AG's business headquarters in Regensdorf, Switzerland.