

# GENERAL TERMS AND CONDITIONS – STOCKHOLMSMÄSSAN AB

Updated April 1, 2022

## 1. Application

These General Terms and Conditions apply to the Agreement between SM and the Customer regarding the products and services that SM provides to the Customer in accordance with the Agreement (defined below).

## 2. Definitions

The terms specified in the Agreement shall have the following meaning unless otherwise specifically stated.

“**Agreement**” means the agreement between SM and the Customer regarding the products and services that SM provides to the Customer, consisting of Special Terms and Conditions, Terms and Conditions for Advertising Space (if applicable), these General Terms and Conditions, the General Rules in force at any given time, a Processor Agreement (if applicable) and any terms and conditions or appendices attached or referred to in the Agreement and amendments or additions to the Agreement.

“**Customer**” means the customer of SM that (i) participates in the Event, regardless of whether the participant is an Exhibitor, Organizer or other participant; (ii) books Advertising Space in accordance with the Advertising Space Terms and Conditions, or (iii) is otherwise subject to the Agreement.

“**Event**” means activities carried out in the Facility or digitally, whether it is a fair, Exhibition, congress, meeting or other type of event or equivalent.

“**Exhibition**” means the activity in which a legal or natural person presents mainly, but not exclusively, products or services to potential customers, such as organizations, companies or private individuals.

“**Exhibitor**” means the person participating in an Exhibition at an Event.

“**Facility**” means SM’s venue in Älvsjö or another specified venue provided by SM.

“**General Rules**” means SM’s current general rules for Events, which SM reserves the right to update from time to time without prior notice to the Customer. These are available at [www.stockholmsmassan.se/villkorochbestaelser](http://www.stockholmsmassan.se/villkorochbestaelser).

“**General Terms and Conditions**” means these general terms and conditions in force at any given time.

“**Organizer**” means the responsible organizer of an Event, if other than SM.

“**Processor Agreement**” means an agreement between a Controller and a Processor or between a Processor and a Sub-Processor governing the processing of personal data.

“**Registration Fee/Start Package**” means a fee paid by the Customer to SM as a registration fee/start package for the Customer’s participation in an Event or equivalent, which may also include/confer certain rights and benefits in connection with the Event.

“**Related Party**” means each (i) natural and legal person who directly or indirectly controls the Customer, (ii) a legal entity that is directly or indirectly controlled by the Customer, and (iii) a legal person that is directly or indirectly controlled by senior executives of the Customer.

“**Rental**” means the rent, fee or other compensation for Stand Space or Space or equivalent, which may also include/confer certain rights and benefits in connection with the Event.

“**SM**” means Stockholmsmässan AB, reg.no. 556272–4491.

“**Space**” means physical, digital or virtual space that is used for the performance of Events, whether this is all or part of a hall or a fixed or temporary meeting room.

“**Special Terms and Conditions**” means the specific terms and conditions agreed between SM and the Customer regarding the products and services that SM provides to the Customer.

“**Stand Space**” means physical, digital or virtual space used by the Customer at and/or in connection with an Event.

## 3. Conclusion of the Agreement

3.1 The Agreement is entered into and becomes legally binding when the Customer places an order orally, in writing (including but not exclusively via e-mail or applications) or via an online form, and SM accepts the order orally, in writing, via an online service, by issuing an invoice or by some other means. Oral agreements must be documented in writing at the request of the Customer or SM.

3.2 If the Customer considers that the acceptance/order confirmation deviates from the order, the Customer shall give written notice thereof within ten (10) days of the date of acceptance or order confirmation. If the Customer gives notice of a deviation within the stated timeframe, SM must either correct the deviation or declare the agreement invalid. If the Customer fails to report a deviation, the parties are bound by the content of the acceptance/order confirmation.

## 4. Order of priority

4.1 If there are contradictory or inconsistent provisions in the Agreement, the agreement documents shall take precedence in the following order:

1. Special Terms and Conditions,
2. Terms and Conditions for Advertising Space (if applicable),
3. General Terms and Conditions,
4. Processor Agreement (if applicable), and

## 5. General Rules.

4.2 However, the Processor Agreement takes precedence over other contractual documents to the extent that the Processor Agreement prescribes a higher level of protection for personal data.

## 5. Stand Space and Space

5.1 The Customer is bound by an order, in whatever form, for Stand Space or Space. SM has the right to, without justification, refuse an order or set up special conditions for the Customer’s participation in, or performance of, a specific Event.

5.2 The Customer’s specifications, on the order form, application form or equivalent, regarding the location and size of the Stand Space or Space, are only preferences. However, SM strives to meet the Customer’s preferences as far as possible. SM assigns the Customer’s final Stand Space or Space when SM knows how the Facility and the halls will be used, as well as the industry or interest divisions for an Event.

5.3 SM is always entitled to adjust and rearrange the layout of an Event and change the location and size of the Stand Space or Space. If SM does not reasonably consider itself able to provide the allocated Stand Space or Space, SM has the right to change the allocated Stand Space or Space to a location that SM considers to be equivalent or corresponding to the previous location without the Customer being released from its payment obligations. If SM cannot offer an equivalent or corresponding location for the Stand Space or Space, the Customer is entitled to terminate the Agreement for the Stand Space or Space in question and to recover the Registration Fee/Start Package, Rental and other compensation paid (not credit notes) linked to the Stand Space or Space in question.

## 6. Cancellation of Stand Space or Space

The Customer is always entitled to cancel the Stand Space or Space up to ten (10) days from whichever is earlier: (i) the date the first order confirmation was sent, or (ii) the date of the first invoice. In the event of later cancellation, the Customer will be charged 100% of the Registration Fee/Start Package and Rental, unless otherwise specified in the order confirmation or invoice.

## 7. Payment terms

7.1 Unless otherwise agreed, the Registration Fee/Start Package shall be paid in advance and no later than thirty (30) days after the invoice date.

7.2 Unless otherwise agreed, Rental shall be paid in advance no later than sixty (60) days before the start date of the Event.

7.3 Under all circumstances, the Registration Fee/Start Package and Rental must have been paid by the date of whichever is earlier: (i) possession of Stand Space or Space, or (ii) the day before the start date of the Event.

7.4 Unless otherwise agreed, payment for other products/services shall be made in arrears against an invoice with payment terms of fifteen (15) days.

7.5 In the event of changes to or cancellation of other products/services that take place later than (i) ten (10) days prior to the Event’s first official move-in date, (ii) ten (10) days prior to the start date of the Event, or (iii) when the service has been performed or the material has already been produced, the Customer will be charged the full price in accordance with the current price list or quotation.

7.6 SM reserves the right to charge fees and compensation for issuing invoices, reminders, claims, late payment fees, etc. In the event of late payment, the Customer will also be charged interest on overdue payment at one and a half (1.5) percent per month.

7.7 SM is entitled to terminate the agreement with the Customer in writing with immediate effect in the event of late payment.

## 8. Complaints

A complaint from the Customer concerning a product or service provided by SM must be made in writing without delay and must be received by SM no later than ten (10) calendar days after receipt of the product or completed delivery of the service.

## 9. Possession and Use

9.1 The customer must meet the requirements set out in the [General Rules](#) for possession and use of the Stand Space and Space.

9.2 Possession of the Stand Space is not permitted until full payment of the Registration Fee/Start Package or Rental and any other fees in accordance with the order confirmation and, where applicable, payments due for later orders, have been received.

9.3 Unless otherwise specified or agreed, the Stand Space must be taken into possession no later than twenty-four (24) hours before the Exhibition opens. Otherwise, SM is entitled to put the Stand Space to some other use.

9.4 The Exhibitor must ensure that the stand is fully installed and prepared in good time before the Exhibition opens, but no later than one (1) hour before the Exhibition opens.

9.5 The Customer shall ensure that the stand is manned during the opening hours of the Event in question.

9.6 The Customer undertakes not to place objects outside the Customer’s own Stand Space, to keep the Stand Space in the best condition and shall, at its own expense, improve the condition at SM’s request, if SM considers that it does not meet reasonable quality requirements or the [General Rules](#).

9.7 Only products and services that comply with the theme of the Event in question and meet reasonable quality requirements may be

exhibited/marketed, unless otherwise specified or agreed. If SM deems that an exhibited product or service does not meet these requirements, it is incumbent on the Customer to remove the object or service from the Space immediately and at its own expense. See also requirements in the [General Rules](#).

9.8 SM has an unconditional right to remove a Customer or certain exhibited objects or services from the Event, if the Customer does not follow SM’s instructions or the Agreement. Removal is made at the Customer’s expense.

9.9 SM has the right, at the Customer’s expense, to (i) dispose of objects or property placed outside the Customer’s Stand Space; (ii) dispose of any objects or property left in the Stand Space, Space or other parts of the Facility after the Event’s final move-out time; and (iii) restore the Stand Space or Space to its original condition.

9.10 The Customer undertakes to carefully look after the Stand Space, Space and rented or borrowed property, and to return them in the same condition as when accessing the Stand Space or taking possession of the property.

9.11 As security for the fulfillment of all obligations to SM, which the Customer has or will receive under the Agreement, SM has the right to retain the Customer’s remaining objects until full payment is made.

9.12 The Customer is not entitled to recover any Rental or part thereof, or receive any other compensation from SM for costs or losses that may arise as a result of SM’s decision in accordance with this clause 9.

## 10. Compliance and Undertakings

10.1 The Customer undertakes to comply with the Agreement, including but not limited to Special Terms and Conditions, Terms and Conditions for Advertising Space, these General Terms and Conditions [and the General Rules](#); and any other specific terms and conditions and instructions that may be issued by SM, and to support SM’s sustainability policy.

10.2 The Customer undertakes to comply with applicable Swedish and international conventions, legal acts, rules, statutes, general guidance and decisions from public bodies. The Customer is also reminded of its responsibilities, and fulfills its obligations under applicable occupational safety legislation.

10.3 The Customer undertakes to hold and bear the cost of any necessary permits, licenses or similar from the relevant public bodies, organizations or equivalent that are required for the Customer’s goods, services or activities in connection with an Event.

10.4 The Customer is responsible for ensuring that, where required, material brought into the Facility is provided with approval from the relevant public bodies, organizations or equivalent.

10.5 Applicable permits, licenses or similar must be available on site and the Customer must, at SM’s request, present or provide SM with a copy of any such permits, licenses or similar without delay.

10.6 SM has the right to adjust, adapt and change the products and services provided by SM under the Agreement to the extent required to comply with applicable statutes, legal acts and rules, decisions and recommendations from public bodies and the equivalent.

10.7 The Customer undertakes to comply with all requirements set by SM at any time in order to prevent the spread of infection, protect life and health and create safe Events.

10.8 The Customer shall be liable for any damage caused by the Customer, or by anyone for whom it is responsible.

10.9 The Customer shall compensate SM for costs attributable to changes in public charges, taxes, duties or other costs attributable to the Customer’s participation in an Event.

## 11. Liability and Limitation of Liability

11.1 In the event of disruption, interruption or similar in respect of heating, water supply, communication connection, electronic or online services or other services provided by SM due to circumstances within SM’s control, SM’s liability is limited to a price reduction equivalent to the duration of the deficiency in the service. The Customer is thus not entitled to a refund of the Registration Fee/Start Package or Rental, and SM is not liable for disruptions or interruptions due to circumstances beyond SM’s control.

11.2 SM strives to create successful Events. However, SM is not responsible for the commercial impact/success of an Event, the number of exhibitors, visitors or the presence of certain strategic exhibitors or visitors.

11.3 SM disclaims any liability for damages or injunctions as a result of the Agreement not being followed by the Customer, or of the necessary approval from SM not being obtained. The Customer shall be liable for and compensate SM for all expenses and damages as a result thereof.

11.4 In the event that a catalog or other compilation of information, regardless of form, concerning an Event is drawn up or issued by SM, SM accepts no responsibility for any errors therein.

11.5 SM is not responsible for (i) objects or decorations displayed on the Exhibitor’s stand, or (ii) material, clothing, equipment or other property belonging to the Customer or a third party and stored in the Facility, unless damage has arisen through gross negligence or intent on the part of SM or by personnel for whom SM is responsible.

11.6 SM is not responsible for (i) ensuring that the Customer has the necessary IT systems, software, hardware and network connections or similar for digital services provided by SM, (ii) necessary downtime of the service for servicing, maintenance or to protect the service from attempted sabotage, malware or equivalent, or (iii) disruptions, interruptions or impact on digital services outside SM’s reasonable

control, such as power failures, network problems, overloading of the website, attempted sabotage, malware or similar.

- 11.7 SM is never liable for Customer's indirect or consequential damages, such as loss of profit. SM's liability for damages in connection with the Agreement shall in no case exceed the lowest of (i) the amounts paid by the Customer or (ii) five (5) price base amounts according to the Swedish Social Insurance Code (2010:110), unless there is gross negligence or intent.

## 12. Grounds for exemption

- 12.1 In the event of circumstances that directly or indirectly impede, significantly impede or affect the qualitative or commercial performance of an SM Event, SM shall be entitled to cancel the Event no later than 45 days prior to the start date of the Event.
- 12.2 SM has the right to cancel an Event as a result of war, riot, acts of terrorism, risk of or threat to human life and health, fire, flood or major accident, government action or omission, new or amended national or international statute or rule, epidemic, pandemic, industrial dispute, blockade, interruption of public communications, interruption of public energy supply or any other comparable event ("Force Majeure").
- 12.3 If SM cancels an Event in accordance with this clause 12, the Customer is not obliged to make payment for any unused part of the Rental or non-performed services. If the Customer has made payment for an unused part of the Rental or non-performed services, the payment (no credit notes) shall be refunded by SM. The Registration Fee/Start Package will not be refunded, but may be credited to the Customer if it takes part in the next iteration of a recurring Event.
- 12.4 Except as provided for in clause 12.3, SM is exempt from all liability and the Customer is not entitled to any form of refund, compensation or damages, and the Customer shall be responsible for its own incurred costs, if SM cancels an Event in accordance with this clause 12.
- 12.5 For the avoidance of doubt, this clause 12 also applies if Force Majeure exists at the time the Agreement is entered into or at the time of the decision to postpone an Event and SM subsequently cancels an Event in connection with this clause 12.

## 13. Food and beverage restrictions

- 13.1 With some exceptions, the restaurateur employed by SM, currently Mässrestauranger, has exclusive rights regarding the sale of food and drink in the Facility. Mässrestauranger also holds the alcohol license for alcohol consumption in the Facility.
- 13.2 The Customer is not entitled to sell or serve food and drink in the Facility, whether in the Stand Space, Spaces or other parts of the Facility that are used for the Event, unless otherwise agreed. See also the [General Rules](#).

## 14. Exhibitor badges

Only Exhibitors working in the Facility during an Event are entitled to exhibitor badges. In the event of abuse of exhibitor badges, the Exhibitor may be suspended from participating in ongoing and future Events and a penalty fee of SEK 2,000 per abuse may be imposed.

## 15. Insurance

In addition to the insurance stated in the [General Rules](#), the customer is responsible for taking out the requisite insurance in respect of its property and its obligations in accordance with and in connection with this Agreement.

## 16. Organizer's responsibility

- 16.1 The Organizer is responsible for ensuring that the Organizer's Customers are informed of and agree to comply with the applicable provisions of these General Terms and Conditions and the General Rules, which shall also apply to the same extent between the Organizer and the Organizer's Customers.
- 16.2 The Organizer is responsible towards SM for its Customers' compliance with the provisions of these General Terms and Conditions and the General Rules.
- 16.3 Unless otherwise stated, SM shall be entitled to claim damages and other penalties due to the Organizer's breach of this clause 16 or the Agreement. SM is also entitled to suspend or terminate the Organizer in accordance with clause 19.

## 17. Processing of personal data

Each party is responsible for ensuring that the processing of personal data carried out by the party in question, in its capacity as data controller, is carried out in accordance with the data protection legislation that is applicable at any given time. This applies also when one party has transferred personal data to the other party. SM's processing of personal data is governed by SM's Data Protection Policy, which is available at [www.stockholmsmassan.se/dataskydd](http://www.stockholmsmassan.se/dataskydd). A Processor Agreement must be drawn up for the processing of personal data that SM performs on behalf of a Customer.

## 18. Intellectual property rights

- 18.1 Nothing in this Agreement shall be construed to transfer or license, in whole or in part, SM's rights to copyrights, designs, trademarks or other intellectual property rights, to the Customer, unless otherwise expressly stated in this Agreement. The Customer is hereby only granted a limited, revocable, non-exclusive right to use SM's trademarks or branding for invitations or for advertising its participation in an Event under this Agreement. If the Customer wishes to use any of SM's trademarks or branding, SM's written approval is required.
- 18.2 The Customer gives SM the right, without special permission from the Customer, to freely make audio and/or video recordings of the products, messages, films, presentations, performances, persons or other things that represent the Customer or that the Customer shows in the Facility. SM is then entitled to freely publish the results of such recordings free of charge for its own communication, PR or marketing

purposes. SM is responsible for the necessary permits for such use by relevant third parties.

- 18.3 SM is not responsible for infringement of third-party intellectual property rights caused by the Customer and the Customer shall indemnify SM with regard to potential claims or sanctions for such infringement.

## 19. Suspension and early termination

- 19.1 If the Customer violates the Agreement, the Customer may be suspended from participating in ongoing and future Events with immediate effect.
- 19.2 SM is entitled to terminate this Agreement with immediate effect if the Customer (i) breaches this Agreement and does not immediately take corrective action following SM's reminder, (ii) commits a material breach of this Agreement; or (iii) suspends its payments, commences negotiations with its creditors, can reasonably be assumed to become insolvent, is subject to bankruptcy proceedings, or initiates corporate restructuring, composition proceedings or similar proceedings or circumstances that are likely to significantly affect the Customer's ability to perform its obligations under the Agreement.
- 19.3 SM is entitled to suspend the Customer from participation or terminate the Agreement with the Customer in accordance with this clause 19, if a Related Party (i) is indebted to SM or (ii) is guilty of a material breach of an agreement to which SM is a party.
- 19.4 Regardless of any suspension or termination in connection with this clause 19, the Customer shall pay the agreed compensation in accordance with the Agreement.

## 20. Transfer or assignment

The Customer is not entitled to, without SM's written consent, wholly or partly transfer or assign its rights or obligations under this Agreement to a third party, including but not exclusively for the Stand Space and Space.

## 21. Changes to the General Terms and Conditions

SM reserves the right to amend these General Terms and Conditions at any time without notifying the Customer. The General Terms and Conditions available at the time the Customer places its order shall apply to the Agreement in question, irrespective of whether the General Terms and Conditions change thereafter.

## 22. Passivity

Failure by SM to take measures to safeguard its rights under the Agreement shall not be deemed to constitute an approval of a breach of any of the provisions of the Agreement or be considered a waiver of SM's right to later invoke the same agreement provision.

## 23. Invalidity

Should any provision of the Agreement or part thereof be found to be invalid or otherwise unenforceable, this shall not mean that the Agreement in its entirety is invalid. Instead, in such circumstances, the Agreement shall be given the application that best corresponds to the parties' original purposes and intentions of the Agreement.

## 24. Governing Law and Disputes

- 24.1 The Agreement is governed by the laws of Sweden, without regard to conflict of law rules.
- 24.2 Resolution of disputes arising between the parties in connection with the Agreement shall in the first instance be attempted in agreement with SM.
- 24.3 If a dispute cannot be resolved in agreement with SM, the dispute shall be resolved exclusively by a general court, with Stockholm District Court as the court of first and final instance.