

REGULATIONS FOR EXHIBITORS

1. Title and date of the event

BEAUTY FORUM SWISS 2009
International Cosmetic Trade Fair
Saturday, 07 March and
Sunday, 08 March 2009

2. Organiser

Health and Beauty Marketing Swiss GmbH
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3. Event location

MCH Messe Schweiz (Zürich) AG
Messezentrum Zürich (Zürich Trade Fair Centre)
Wallisellenstrasse 49,
8050 Zürich / Switzerland

4. Duration and opening times

Trade fair opening times for professional visitors

- Saturday, 07 March: 9:00 am – 6:00 pm
- Sunday, 08 March: 9:00 am – 6:00 pm

5. List of Exhibits

- Accessories
- Associations
- Body care
- Cabin fittings
- Care cosmetics
- Chiropractic equipment
- Chiropractic products
- Cosmetic apparatus
- Courses
- Decorative cosmetics
- Exercise equipment
- Equipment
- Hair care/ hair equipment
- Jewellery
- Nail care
- Nail design
- Perfume
- Permanent make-up
- Professional clothing
- Publicity
- Publishing house
- Shop fitting and equipping
- Solar cosmetics
- Sun beds
- Technical equipment
- Vocational training
- Wellness equipment

6. Attendance costs | minimum size for exhibition stand

The following attendance costs apply for BEAUTY FORUM SWISS 2009:

- Row stand (1 side open): CHF 237.00 (excl. VAT) per m²
- Corner stand (2 sides open): CHF 241.00 (excl. VAT) per m²
- End stand (3 sides open): CHF 247.00 (excl. VAT) per m²
- Freestanding (4 sides open): CHF 251.00 (excl. VAT) per m²

The prices are per square metre floor area (without stand construction, stand walls, stand furnishings, etc.) and are part and parcel of the registration price.

The above prices per square metre will be granted a 10% early booking discount for registrations received by 15 June 2008.

- Obligatory registration fee: CHF 395.00 (excl. VAT)
- Attendance cost for sub-exhibitor: CHF 500.00 (excl. VAT)

Every part square metre will be charged as a whole square metre and all non-right-angled areas will be charged as right-angled areas. Projections, pillars, columns and surfaces for the connection of facilities are part and parcel of the stand area.

Further service charges in accordance with the relevant order form can be found in the service brochures "Advertising & Communication" and "Technology". These service brochures will be available to attendees once attendance has been confirmed.

Minimum size for exhibition stand

The minimum size for an exhibition stand is 12 m². Smaller areas can only be rented if small sizes are necessitated by the layout plan.

7. Exhibitor permit

Every exhibitor receives three free exhibitor permits for stands up to 15 m². An additional exhibitor permit is available free of charge for every additional 10 m² – up to a total of 20 exhibitor permits. Every sub-exhibitor also receives two exhibitor permits free of charge. The prerequisite is prompt payment of the exhibitor fees. Further exhibitor permits can be obtained by writing to the Organiser and paying a fee.

The exhibitor permits are for the exclusive use of the exhibitors, their stand personnel and stand representatives. If the permits are misused they will be withdrawn and will not be replaced.

8. Application

8.1 Main exhibitor

People, companies and organisations wishing to participate in BEAUTY FORUM SWISS 2009 as main exhibitors must apply using the official form. The application form must be correctly filled in and handed in on time; it must also contain a legally-valid signature. Application to exhibit grants no right to exhibit at the trade fair. Having previously exhibited once or more than once also guarantees no automatic acceptance of the application nor the granting of the same stand location as at a previous BEAUTY FORUM SWISS trade fair.

8.2. Sub-exhibitor (co-exhibitor)

Sub-exhibitors are understood to be people, companies and organisations who appear in one form or another on the stand of other people, companies or organisations, either by means of addresses, objects, brochures or personal appearance. Co-exhibitors must be included on the main exhibitor's application form as applicants. A participation cost of CHF 500.00 per co-exhibitor/sub-exhibitor will be charged to the main exhibitor. Company representatives are not permitted to appear as sub-exhibitors.

The inclusion of a sub-exhibitor without the agreement of the Event Organiser gives the Organiser the right to immediately annul the contract with the main exhibitor. Simultaneously the Organiser can insist on removal of the stand at the exhibitors cost. The main exhibitor would have no right to damages or recompense. Additional manufacturers of equipment, machines or other apparatus required to demonstrate an exhibitor's range of goods and that are not on offer by the trade fair, do not count as sub-exhibitors.

Sub-exhibitors appear in the catalogue complete with full address, as long as the participation costs have been paid and the documentation has been sent in by the due date.

The event organiser can grant large community stands if these fit in with the professional concerns of the event. If a stand is shared by two or more companies, they have joint responsibility towards the Event Organiser. Companies sharing the exhibition stand must name one of the exhibitors as their representative.

Products, goods and companies that are not mentioned by the exhibitor on the application form may not be represented on the stand.

9. Acceptance of the regulations

Signing the application form for the BEAUTY FORUM SWISS 2009 trade fair entails acceptance by the exhibitor, his staff and representatives of the exhibition regulations as binding. These can be viewed on www.beauty-fairs.ch and form an integral part of the contract.

If the exhibitor does not inform the Organiser otherwise, the exhibitor is in agreement that his personal and company data may be processed by the Organiser or a company working for the Organiser for the purpose of providing services in connection with the company's participation in the trade fair and may be passed on to a contract partner of the Organiser.

10. Requirements for admission

The Organiser has the sole and final decision regarding the admission of people, companies, organisations and exhibition material. Refusal does not have to be justified. No claims will be considered from the exhibitor or a third party regarding the reinstatement of people, companies, organisations or exhibition materials who and which have been refused. The criteria for the admission of exhibition materials can be found under Article 5 of the product and exhibited material list. Basically, only those materials that have been submitted in accordance with the product list may be displayed. The Organiser may require precise product descriptions and brochures of the submitted materials. Non-submitted and non-permitted materials may not be displayed and the Organiser has the right to remove such materials from the exhibitors stand at the expense of the exhibitor. The Organiser retains the right to limit the area of the stand and the displayed material. Location wishes will be taken into account as far as possible, however they will not be recognised as a condition for participation. Demands for the exclusion of competitors cannot be accepted as a condition for participation.

The Organiser can refuse admission of an exhibitor if any financial obligations towards the Organiser or other members of the Health and Beauty Group have not been fulfilled. The Organiser also retains the right to withdraw admission that has already been granted, if it is shown that this admission was made on the grounds of wrong information or assumptions, or that the admission requirements are no longer satisfied.

11. Distribution of stand areas and locations

When the exhibitor has fulfilled all the admission requirements the Organiser will distribute the stand areas and locations. Taking account of the wishes of the exhibitors regarding stand area, the Organiser will draw up a location plan on which the relevant stand distribution can be seen. The wishes of an exhibitor regarding location are non-binding. The Organiser has the right to distribute the stands in the available space, which may deviate from the dimensions or type of stand wished for by the exhibitor, if the placement concept or the total arrangement of the trade fair requires this. The exhibitor will be informed of the stand allocation plan in writing

(co-exhibitors receive this information from the main exhibitor).

Any objections to stand allocation should be made to the Organiser within 7 days of the date of despatch of the stand allocation plan, in writing and giving reasons, otherwise it will be assumed that the stand allocation has been accepted. If objections to the stand allocation have been submitted, as a rule the Organiser will make a decision within two weeks of receiving the objection. Only after the final stand allocation plan has been drawn up will the exhibitor receive confirmation and the contract will become valid in all parts.

The Organiser retains the right to allocate the exhibitor to a different stand area or location that is different from that in the contract and to open or close entries and exits to the area. If such changes result in a large difference in the cost of the stand area, the exhibitor will receive a rebate or pay an extra charge accordingly. If such changes negatively affect the interests of the exhibitor, he can withdraw from the contract and any sums that he has already paid will be reimbursed. Any other claims are excluded. The Organiser is not liable to the exhibitor for any results that follow from the area or the location of the stand.

12. Payment conditions

Payments pertaining to the stand area, surcharges and rebates are detailed in the Application Form and in the Exhibition Regulations, Article 6.

12.1 Admission fee

Once a valid, signed application form has been received the exhibitor will be sent an invoice for the admission fee of CHF 395.00 (excl. VAT). The admission fee must be paid independently of whether the Organiser accepts the exhibitor to the trade fair or not. Even if the exhibitor withdraws the application before the final contract is confirmed, the application fee must still be paid.

12.2 Invoice for trade fair participation

The invoice for trade fair participation will be sent to the exhibitor after acceptance of the stand allocation plan (point 11) that has been sent by the Organiser.

All the fees appearing in the invoice from the Organiser must be paid by the due date. No cash discount is allowed. If invoices are sent to a third party on the instructions of the exhibitor, the exhibitor still remains responsible for settling the invoice.

If payments are not paid by the due date, or are only paid in part, the Organiser can annul the contract and distribute the stand area to another participant.

The Organiser has a retention right (Art. 895 ZGB) to stand furnishings and exhibition materials brought in by the exhibitor; if payment has not been made by the due date the Organiser can have the retained objects valued as pledged collateral (Art. 898 par. 1 and Art. 891 ff. ZGB).

13. Contract withdrawal

13.1 Withdrawing participation

Withdrawal of the application by the exhibitor is possible up to the point of definite admission (participation confirmation by the Organiser), the application fee (point 6) must nevertheless be paid.

If the exhibitor withdraws after the Organiser has confirmed the contract and participation, he is liable – subject to point 10 – for the full costs of the stand area and any supplementary

expenses. If the Organiser is able to rent the undamaged stand to another exhibitor in accordance with admission requirements, the exhibitor withdrawing from the contract must only pay damages of 25% of the cost of the reserved stand area and any additional supplementary expenses. If the stand area can only be partially rented out, the withdrawing exhibitor is liable for 100% of the non-rented out stand area. If withdrawal takes place within 30 days before the trade fair begins, the full costs of the stand area and any supplementary expenses must be paid by the withdrawing exhibitor – irrespective of whether another exhibitor has been found or not. Also, if the now free stand area can be wholly or partially used by an existing exhibitor (repositioned by the Organiser), the withdrawing exhibitor is still liable for the full cost of the stand area and any supplementary expenses, incl. any participatory costs by co-exhibitors. The Organiser is free to make a decision on stands that are not taken up by two hours before the trade fair is opened. In this case the exhibitor's claim to the stand becomes invalid. However, he is liable for the full costs of the stand area and any related costs. There remains a proviso for further costs being charged as a result of the non-occupancy of the stand.

If the main contractor withdraws or does not participate, the contract is considered to be null and void; this also applies to sub-exhibitors and other companies that are represented. If a sub-exhibitor does not participate the relevant participation costs will still be charged.

13.2 Reduction of the confirmed stand area

If an exhibitor reduces his stand area after receiving confirmation of contract, he remains liable for the full costs of the stand area and any supplementary expenses. If the Organiser succeeds in renting the free stand area, to an exhibitor who had not applied to take part at the time of the reduction, the reducing exhibitor must still pay transfer damages of CHF 500.00.

13.3 Bankruptcy and probate proceedings

If an exhibitor is threatened by bankruptcy (Art. 159 SchKG) or tries to open probate proceedings (Art. 293 SchKG), the Organiser has the right to cancel the contract without giving notice. The application fee and any invoices that have already been settled will not be repaid, open invoices and costs of services already provided remain due. The Organiser must be informed immediately of any threat of bankruptcy or the opening of probate proceedings.

14. Exhibition materials | sales regulations

Goods or services that are not included in the admission may be neither offered nor sold. Non-admitted goods can be removed by the Organiser at the expense of the exhibitor. Legal considerations also apply (in particular the federal law against unfair competition (UWG) and the decree relating to announcement of prices (PVB)).

15. Trade fair and conference catalogue

The Organiser publishes a trade fair and conference catalogue. The exhibitor will be informed in good time by the Organiser or a third party contracted by the Organiser with regard to entries and advertising possibilities. Compensation for faulty, incomplete or unsuccessful entries will only be paid in cases of unlawful intent or gross negligence on the part of the Organiser (Art. 100 par. 1 OR). The exhibitor is responsible for the content of entries and any damage resulting from them.

16. Advertising on the exhibition stand, in the exhibition hall and the area round the trade fair building.

Exhibition materials, printed material and advertising material may only be displayed within the rented stand area, and may not be displayed in the hall entrances or the trade fair building area. With regard to advertising outside the immedi-

ate stand area there are the services offered by the Organiser (service magazine "Advertising and Communication").

Only the exhibitor's trade fair related advertising is permitted, as long as this does not offend legal regulations or common decency, nor may it be of ideological or political character. The Organiser retains the right to refuse to issue and display advertising material which may cause offence and to secure any examples of this advertising material during the event or have it officially secured (Art. 52 par. 3 OR). Optical, animated and acoustic advertising materials are permitted as long as they do not disturb neighbouring stands, and do not drown the trade fair's own announcements in the hall, nor may they affect normal trade fair business. If these regulations are ignored the Organiser can intervene and insist on changes.

17. Exhibitor's insurance

Insurance for people and things, even during transport to and from the event, as well as setting up and dismantling the stands, is the responsibility of the exhibitor. The Organiser will not arrange any insurance for the exhibitor.

18. Commercial legal protection

Commercial legal protection, particularly protection of inventions, samples, models, brands and labels of origin and quality come under the relevant Swiss law. There is no special legal protection for trade fairs.

19. Running the exhibition stand

While the trade fair is open the stand must be occupied by an adequate number of staff and be accessible to visitors. Outside the daily trade fair opening hours third party stands may not be approached without the permission of the stand owners.

20. Construction and design of the stands | technical guidelines

In order to ensure an overall impression the Organiser has drawn up guidelines for the construction and design of the stands, which include obligatory instructions. These will be given to the exhibitors with the technical guidelines in the "Technology" service manual. These are obligatory for exhibitors and stand constructors. Please observe the special delivery of the service manual.

The relevant public-legal regulations (e.g. those of the fire service) must be adhered to by the exhibitor and his contracted workers.

Only the haulage contractor employed by the exhibitor is responsible for haulage procedures within the trade fair area (unloading, including the provision of technical auxiliary devices and transport to the stand) as well as any customs procedures (temporary or definitive import).

21. Technical services | installations | responsibilities

The Organiser is responsible for general lighting, ventilation and heating or cooling in the halls. All installations may only be operated by the Organiser or their contracted third party companies. Within the stand the exhibitor may also use specialist companies for his installations, the names of whom should be given to the Organiser if required. The Organiser has the right to check installations but does not have to do so.

The installation of connections for water, electrics, compressed air and telecommunications on the individual stands, as well as consumption charges and all other services will be detailed in an invoice to the exhibitor (main exhibitor). The Organiser has the right to demand reasonable pre-payments.

The exhibitor is responsible for any damage caused by his installations. Connections, machines and equipment that are not permitted

and do not comply with the appropriate regulations or whose consumption is higher than reported, can be removed at the expense of the exhibitor.

The exhibitor is responsible for any damage caused by the uncontrolled consumption of energy.

The Organiser is only responsible for loss and damage caused by breakdown in power supplies, if this is due to unlawful intent or gross negligence (Art. 100 par. 1 OR).

22. Disposal | cleaning

Exhibitors and their contracted workers must remove their own rubbish or spare material themselves. The Organiser will provide suitable and adequate bins and containers in the trade fair area for the disposal of rubbish. Any hazardous waste must be reported to the Organiser and be correctly declared. Exhibitors will be informed about the possibilities for disposal as well as the locations of the bins and containers in the trade fair area in the service manual "Technology".

The Organiser will arrange for the cleaning of the area surrounding the halls, the halls and the corridors. Cleaning of the stands is the responsibility of the exhibitors and must be completed daily before the trade fair opens. If the exhibitor does not have the stand cleaned by his own staff, only the cleaning companies contracted by the Organiser may be used.

23. Surveillance | control

General surveillance of the trade fair halls and the open area surrounding them is undertaken by the Organiser for the duration of the trade fair. During the construction and dismantling period there is only general control. Control begins on the first construction day and ends on the last dismantling day. The Organiser retains the right to put the correct measures in place.

The exhibitor must carefully monitor his stand himself. He can make use of a surveillance company provided by the Organiser. Surveillance companies that are not provided by the Organiser may not be used. The Organiser has no liability towards surveillance and control.

24. Organiser's authority to issue directives | prohibition

The Organiser retains the right to issue directives to the exhibitors during construction, exhibition and dismantling times.

It is not permitted to bring animals onto the trade fair area, nor is photography or filming allowed.

The Organiser retains the right to take photographs, make drawings and make films of exhibition happenings, constructions and stands as well as of the displayed objects and may use these for advertising and media presentations (as well as for printed or electronic media); the exhibitor may not object to this. This also applies to directly-processed photos and films taken by the media, as long as they have permission from the Organiser.

25. Reservations

If there are urgent reasons that are no fault of the Organiser or if there is force majeure – and this affects the interests of the exhibitors and the exhibition – the Organiser has the right to postpone the trade fair, to shorten it or to lengthen it or temporarily, wholly or partially, close it completely or totally cancel it.

If the trade fair is totally cancelled, the exhibitor can make a claim up to an amount of 25% of the participation cost by way of general compensation. Higher amounts can only be invoiced if the exhibitor has contracted third parties for additional paid services.

In all other cases the total participation cost and the amount for any additional services are due.

26. Written form | EDP | statute of limitation

Concessions (special agreements) granted by the Organiser require confirmation in written form from the Organiser.

As long as correspondence from the Organiser contains the information that it was created electronically it is not required in any additional form.

Any claims against the Organiser must be made in writing up to a maximum of 6 months after the last day of the trade fair. Any claims made after this date are time-barred.

27. Applicable law | domicile | place of jurisdiction

All legal relations existing between the exhibitor and the Organiser come under Swiss law. Domicile and exclusive place of jurisdiction is Lucerne, Switzerland, site of the headquarters of Health and Beauty Marketing Swiss GmbH.

Status: April 2008

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