



SWISS ART EXPO GENERAL TERMS AND CONDITIONS

1. What is SWISSARTEXPO?

The SWISSARTEXPO is an art exhibition that offers talented and aspiring artists from all over the world a platform to present their original works of art to the public. Thanks to our concept, not only artists who already have a collaboration with a gallery, but also those who are still striving for this stage in their careers, get their chance. The exhibition will be curated so that a great variety and a high level of quality will be achieved.

2. Organisation

The SWISS ART EXPO is an art fair of ARTBOX.GROUPS GmbH, which has its headquarters at General Guisan Strasse 6, 6300 Zug, Switzerland.

3. Who can participate in the SWISSARTEXPO?

All artists of any nationality can apply, there are no

Age restriction. The registered artwork(s) must be your own work. This means that the artist must have made the work of art himself and it must not be a copy of another work of art by another artist! All art forms and art techniques are permitted. No pornographic, racist or ethically unacceptable works are accepted; the decision as to whether a work of art is accepted lies solely with the creative committee.

4. How does the booking of an exhibition space work?

Each artist must complete the application form on the SWISSARTEXPO website. As soon as we have received the registration, the registration will be forwarded to our creative committee and a decision on the admission will be made. In the event of a positive decision, the total amount will be invoiced and is payable within 30 days.

5. Creative Committee

The Creative Committee decides on the admission. This consists of independent curators, gallery owners and the exhibition management. The Creative Committee remains anonymous for protection reasons. This selects the SWISSARTEXPO participants according to qualitative and employment concept criteria. The admission decisions of the Creative Committee will be communicated by email and cannot be justified to applicants.

6. Admission requirements

The SWISSARTEXPO Creative Committee alone and finally decides on the admission of persons, companies, organisations and exhibits. Rejections are generally made without justification. The SWISSARTEXPO management does not recognise any claims made by exhibitors or third parties in connection with the admission or rejection of persons, companies, organisations or exhibits.

The admission of exhibits is based on the hanging list which each artist must submit after registration and admission to the Creative Committee. Once the final hanging plan has been approved, no further changes can be made. In principle, only the works of art listed in the submitted hanging list may be exhibited. The SWISSARTEXPO management may request the exact details of the individual works of art to be exhibited. In this case, works of art that have not been registered or approved may not be exhibited, and the SWISSARTEXPO management will reserve the right to remove such works of art from the stand at the exhibitor's expense.

The artist must adhere to the specified hanging plan. Special placement requests and competition exclusions cannot be accepted as conditions for participation. The SWISS-ARTEXPO management may refuse admission if the exhibitor has any financial obligations due to of the SWISSARTEXPO. It is also entitled to revoke an admission already granted if it turns out that it was based on false information or requirements or that the admission requirements are no longer met.

7. Security Exhibition

Sufficient SWISSARTEXPO sales staff and helpers will be present in the exhibition area throughout the opening hours. The exhibition is also guarded by a security service.

8. Supervision works of art / sale commission

The works of art are supervised on site by the professional SWISS ART EXPO sales team. We will actively strive for the sale of the artworks. The artist doesn't have to be there. The artist may or may not make his works of art available for sale. It is important that he tells us exactly in the Info Dossier whether he wants to sell his artwork or not. If he exhibits several works of art, he can also offer one work for sale and the other not. If, after the final submission of the Info Dossier, he still wishes to make an amendment, this must be submitted in writing. If a work of art is sold, the artist receives 100% of the sales price less any credit card or bank charges, which SWISSARTEXPO is charged by the respective payment institutions. In the event of a sale, the artist will be informed immediately. As soon as the money arrives in our bank account, it is forwarded to the artist without further deductions. Any transport costs to the buyer of the work of art will be charged directly to the seller. The invoiced transport costs do not count as sales revenue.

9. allocation of the exhibition walls and the location

If all the admission requirements are met, the SWISSARTEXPO management takes the following steps the allocation of the exhibition space and the location before, depending on the service booked on the exterior or interior walls. For the allocation, the affiliation of the registered exhibits and the consideration of the overall picture of the exhibition are primarily decisive.

10. design, hanging and labelling at the exhibition

Depending on the agreement, the works of art will be hung by the artists themselves or by the SWISSARTEXPO crew; the inscription and the entire design of the exhibition will be provided exclusively by SWISSARTEXPO. It is not possible to move or replace works of art during the exhibition.

11. insurance works of art

All works of art are insured from the time they are handed over to us and for the entire duration of the exhibition until they are handed over to the artist or the transport company. The insurance does not cover the transport route, it is recommended to take out transport insurance with the transport company.

12. Transport of the works of art

The artist himself is responsible for the transport of the artworks, unless he has booked the transport package.

13. Infringement of property rights of third parties

The legal provisions on the protection of intellectual property rights,

in particular patent, trademark, design, copyright and unfair competition rights must be respected. Anyone who infringes the intellectual property rights of third parties at an exhibition may be held liable under both civil and criminal law. In case anyone's afraid

If the exhibitor's intellectual property rights are infringed at an exhibition, he may request the competent court to order a precautionary measure prohibiting the presentation of certain products or services at the exhibition. If he has already been convicted of a final judgment of a Swiss court

which allows the presentation of certain products or services.

If the SWISSARTEXPO management prohibits services at the exhibition, it will immediately remove the work of art in question. In case of doubt, please contact the Institute of Intellectual Property (Stauffacherstrasse 65, 3003 Bern, Tel. +41 31 377 77 77, www.ige.ch).

14. How the exhibition costs are put together

The exhibition costs consist of the booked exhibition metre costs, the costs for the personal catalogue plus the general flat rate for hanging, lettering, surveillance and insurance of the works of art, as well as the support during the exhibition by our sales staff.

15. What are the terms of payment?

We accept all major credit cards, PayPal and bank transfers. In case of a positive decision of the Creative Committee, 100% of the total invoice is due with a payment period of 30 days.

16. Cancellation

Cancellation within 5 days of acceptance by the Creative Committee will result in an administrative fee of CHF 350, payable within 30 days.

In the event of cancellation from the 6th day of acceptance by the Creative Committee and up to 90 days before the start of the exhibition, 50% of the running metre costs shall be payable.

From 89 days before the start of the exhibition the registration can no longer be cancelled, 100% of the total costs are payable.

Every registered artist has the possibility to present a substitute artist, if he cannot participate in the exhibition. The replacement artist will be reviewed by the Creative Committee, and if accepted, the booking may be transferred to the replacement artist. This additional examination costs CHF 350, the transfer of the exhibition space will only take place after payment of this fee. Until the final transfer, the booking artist is liable for all cancellation costs incurred.

17. Admission right of SWISSARTEXPO

SWISSARTEXPO is entitled to have any kind of image and sound recordings of persons, exhibition walls and works of art made and to use them for its own purposes or for general advertising, documentation and press purposes. The exhibitor waives all objections arising from copyright and personal rights.

The SWISSARTEXPO Management is entitled to cancel, prematurely terminate, postpone or adapt the operation of an exhibition for good cause prior to its execution. **If** a trade fair has to be cancelled, prematurely cancelled, postponed or adapted to the circumstances for good cause, SWISSARTEXPO shall be released from its performance obligations and the exhibitors shall have no claim against SWISSARTEXPO for performance, withdrawal from the contract or damages. Payments already made will be refunded, less the expen-

ses already incurred by SWISSARTEXPO in connection with the cancelled exhibition. Good cause shall be deemed to exist if force majeure, an official order or other circumstances for which SWISSARTEXPO is not responsible make it impossible or difficult for a fair to be held properly, or if the fair management considers the holding of a fair to be unreasonable for economic or political reasons.

19. Liability

The liability for any indirect damages and consequential damages is completely excluded. Liability for direct damages is limited to the sum of the service, product or license purchased by the customer. This limitation of liability does not apply to direct damages caused by gross negligence or intention.

The customer is obliged to report any damage to the company immediately.

Any liability for auxiliary persons is completely excluded.

20. Intellectual property rights

The company is entitled to all rights to the products, services and possible trademarks or is entitled to their use by the owner.

Neither these general terms and conditions nor the associated individual agreements have the transfer of intellectual property rights as their content, unless this is explicitly mentioned.

In addition, any further use, publication and making accessible of information, images, texts or other material received by the customer in connection with these provisions is prohibited, unless explicitly approved by the company.

If the customer uses contents, texts or pictorial material in connection with the company on which third parties have a property right, the customer must ensure that no property rights of third parties are infringed.

21. Data protection

21.1

The seller processes personal data of the customer for a specific purpose and in accordance with the statutory provisions.

21.2

The personal data provided for the purpose of registration (such as name, e-mail address, address, payment data) will be used by the seller to fulfill and process the contract. This data will be treated confidentially and will not be passed on to third parties who are not involved in the order, exhibition or payment process.

21.3

The customer has the right, upon request and free of charge, to obtain information about the personal data stored about him by the seller. In addition, he has the right to correct incorrect data, block and delete his personal data, unless there is no legal obligation to retain.

21.4

Further information on the type, scope, location and purpose of the collection, processing and use of the required personal data by the seller can be found in the data protection declaration.

22. Information about changes

22.1

These terms and conditions may be changed by the Company at any time.

22.2

The new version will come into force by publication on the company's website.

22.3

For customers, the version of the GTC which is in force at the time of the conclusion of the contract shall apply in principle. Unless the customer has agreed to a newer version of the GTC.

23. Additional service personal art catalogue

In a personal exhibition catalogue the artist can show works of art of his own choice. The catalogue will be structured as follows:

Page 1 = Cover page front

Page 2 = cover page front inside (not printable)

Page 3 = Statement

Page 4 = Work of art

Page 5 = Work of art

Page 6 = Work of art

Page 7 = Work of art

Page 8 = Work of art

Page 9 = Work of art

Page 10 = Imprint

Page 11 = Cover back / inside (not printable)

Page 12 = Back cover

We will print 11 pieces of your catalogue. 1 copy will be presented at the exhibition and offered for order. The other 10 copies will be sent to you. If you want to publish your catalogue definitely with an ISBN number (without additional costs) is up to you. A release would take place via the ARTBOX.PUBLISH. All details and conditions can be found here: www.artboxpublish.com

24. Priority

These GTC take precedence over all older provisions and contracts. Only provisions from individual contracts which still specify the provisions of these GTC take precedence over these GTC.

25. Severability clause

Should a provision of this contract or a supplement to this contract be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall replace the invalid provision by a valid provision which comes as close as possible to the intended economic purpose of the invalid provision. The same shall apply to any gaps in the contract.

26. Confidentiality

Both parties, as well as their assistants, undertake to treat confidentially all information submitted or appropriated in connection with the services. This obligation shall remain in effect even after termination of the contract.

27. Force majeure

If timely performance by the Company, its suppliers or third parties involved is rendered impossible due to force majeure such as natural disasters, earthquakes, volcanic eruptions, avalanches, thunderstorms, storms, wars, unrest, civil wars, revolutions and insurrections, terrorism, sabotage, strikes, nuclear accidents or reactor damage, the Company shall be released from performance of the obligations concerned for the duration of the force majeure and a reasonable start-up period after its end. If the force majeure lasts longer than 30 days, the company can withdraw from the contract. The Company shall reimburse the Customer in full any fees already paid.

Any further claims, in particular claims for damages due to vis major are excluded.

28. Applicable law / place of jurisdiction

These GTC are subject to Swiss law. If no mandatory legal provisions take precedence, the court at the registered office of the company shall have jurisdiction.

The company is headquartered:

SWISSARTEXPO by ARTBOX.GROUPS GmbH
General Guisanstrasse 6
6300 Train
Switzerland

The United Nations Convention on Contracts for the International Sale of Goods (UNSCR 0.221.221.1) is explicitly excluded.

29. LEGAL

29.1

The artist accepts these AGB with his registration.

29.2

In his application, the artist declares that he is the producer of the registered works of art.

29.3

The copyright of the artwork remains with the artist at all times. SWISSARTEXPO has the right to publish the artwork on its own website as well as on all social media platforms and to use it for print media referring to SWISSARTEXPO.

29.4

In the event of a discrepancy between this translated version of the General Terms and Conditions and the original German text, the German version shall prevail.
The terms and conditions apply to all present and future business relations.

29.5

Deviating, conflicting or supplementary general terms and conditions shall not become part of the contract, even if known, unless their validity is expressly agreed to in writing.

Zug/ Switzerland , 12th of December 2019