



## General Terms and Conditions of Ananta World GmbH

Issued May 2019, last update 2025

### 1. Entry into Force and Scope

- 1.1. Effective as of 1 January 2019, all business relationships - in particular the provision of services in the areas of design, planning, creation, production, delivery, transport, installation, rental use, dismantling, return transport, and all associated organisational and consulting activities in connection with exhibition stands for trade fairs, exhibitions, and events, as well as all digital services, strategic and creative consulting services, platform provisions, agency, and production services - shall be governed exclusively by the following General Terms and Conditions ("GTC"), unless otherwise agreed in writing.
- 1.2. These GTC are binding for all business relationships with Ananta World GmbH (hereinafter referred to as "Ananta"), including all brands, agency services, or sub-brands offered under the legal form of Ananta World GmbH, even if these operate externally under independent branding. Any reference to the customer's own terms and conditions is expressly excluded. The application of such provisions requires Ananta's explicit written consent. If an individual offer from Ananta deviates from these GTC, the provisions of the offer shall take precedence.

### 2. Offers and Contract Conclusion

- 2.1. Unless otherwise stated, offers from Ananta are valid for 30 calendar days from the date of issue. After this period, and without explicit extension, they are non-binding. Ananta reserves the right to withdraw offers not yet accepted by the customer, even before the expiry of this period, if timely execution of the project can no longer be ensured in Ananta's assessment.
- 2.2. Offers are always addressed exclusively to the expressly named recipient. Disclosure to, or use by, third parties is prohibited.
- 2.3. A contract is formed upon written or informal acceptance of the offer by the customer. By accepting the offer, the customer simultaneously acknowledges the validity of these GTC. Ananta confirms acceptance via written order confirmation. Any objections to the content of the order confirmation must be submitted in writing without delay, but no later than 48 hours after receipt. If no timely notification is made, the content of the order confirmation shall be deemed accepted. Subsequent changes or cancellations are possible only with Ananta's express consent and will, in all cases, have cost implications.

### 3. Prices, Price Information, Third-Party Costs

- 3.1. Prices are quoted in Swiss francs (CHF), unless another currency is explicitly agreed. All prices are, unless expressly stated otherwise, exclusive of statutory taxes, duties, fees, customs duties, and transport costs.
- 3.2. Price lists and price indications in catalogues, on websites, or in other communications do not constitute binding offers but are for guidance only. Ananta reserves the right to amend such price information at any time.
- 3.3. Ananta may invoice services to the customer as a production service provider, intermediary, or agency, including the inclusion of third-party services, without being obliged to disclose this. The specific project role is defined in the order confirmation or in separate agency agreements.

### 4. Payment Terms and Processing

- 4.1. Unless otherwise agreed in individual cases, the following payment terms apply: 60% of the total contract price is due immediately upon order placement, with the remaining 40% due after full performance of services, but no later than 30 days after project completion.
- 4.2. Ananta may make the performance of a project wholly or partly conditional upon advance payment of at least 80%. If such an advance payment is not received on time, Ananta is entitled to suspend or withdraw all contractually promised services. Availability of reserved contractual items is not guaranteed.
- 4.3. Ananta reserves the right to invoice services in full prior to project completion.
- 4.4. The customer undertakes to settle invoices within 30 calendar days from the invoice date without any discount or deduction.
- 4.5. Customer payments shall be made in cash, by bank cheque (whereby bank cheques are only deemed paid upon credit to the account), by bank transfer, or via certified payment service providers using electronic payment links. Ananta does not store credit card data. Any processing fees for chargebacks or unauthorised reversals shall be borne by the customer. Ananta does not accept bills of exchange or other unusual means of payment. Ananta may at any time require other payment methods, and any costs arising from such changes shall be borne by the customer. All payments must be made in the currency agreed in the contract; any conversion or bank charges shall be borne by the customer. For the purposes of determining timeliness, payment shall be deemed made only upon full receipt of the amount in the account specified by Ananta.

- 4.6. The customer, as well as any representative appointed by them, shall be jointly and severally liable for all contractual claims of Ananta.

### 5. Payment Default and Collection

- 5.1. If the customer is in default of payment, Ananta is entitled to charge default interest at a rate of 6% per annum from the first day after the due date.
- 5.2. In addition to default interest, all costs associated with reminders, debt collection, legal representation, or judicial enforcement shall be borne by the customer.
- 5.3. In the event of payment default, Ananta may withhold services, terminate contracts, reclaim items provided, and retain any advance payments as a lump-sum contractual penalty.

### 6. Scope of Services, Deadlines, and Scheduling

- 6.1. The exact scope and content of the services owed are set out in the written order confirmation or a written project agreement. Any work exceeding this scope - in particular, additional consulting services, graphic or technical adjustments, travel time, on-site inspections, coordination of third parties, or expenses related to permits - will be charged separately on the basis of actual effort.
- 6.2. Services provided by Ananta do not include technical installations, infrastructure costs charged by exhibition organisers or third parties, or expenses relating to cleaning, security, authority services, insurance, installation of additional safety equipment, or other third-party services, unless expressly agreed in writing.
- 6.3. Agreed dates for performance of services or delivery of contractual items are only binding if expressly confirmed in writing by Ananta. Delays resulting from force majeure, late payments, delays in third-party deliveries, or missing customer data automatically result in an appropriate extension of deadlines. The customer has no right of withdrawal in such cases.
- 6.4. Cancellations by the customer due to project phase timing will be charged according to the following scale: - Up to 60 days before performance: 25% of the project value - 30 to 59 days: 50% - 8 to 29 days: 75% - Less than 7 days: 100%. Regardless of this scale, all services rendered up to the time of termination, third-party costs, and incurred external obligations will, in all cases, be invoiced in full.
- 6.5. If a project is aborted by the customer after the commencement of performance, Ananta is entitled to invoice all costs incurred, including pre-arranged third-party services, plus compensation equal to 50% of the outstanding remaining fee.
- 6.6. The customer may only terminate the contract free of charge if Ananta has materially breached the contract through its own fault and fails to remedy such breach within a reasonable period, or if, due to force majeure on the customer's side, performance of the service becomes objectively impossible. In all other cases, the cancellation provisions set out in Clause 6.4 shall apply.

### 7. Transport, Transfer of Risk, and Ownership

- 7.1. The transport of contractual items or customer-provided materials to and from the place of use shall be carried out by Ananta or, on its behalf, by third parties. Unless otherwise agreed, transport is at the customer's cost and risk.
- 7.2. The risk of loss, damage, destruction, or theft of contractual items passes to the customer or their agent upon delivery to them or upon arrival at the agreed location. This transfer of risk ends only upon full return of the items to Ananta.
- 7.3. Contractual items provided to the customer in connection with a project remain the property of Ananta or its partner companies. The customer acquires no ownership rights therein. Transfer, rental, or encumbrance with third-party rights is expressly prohibited.
- 7.4. For items expressly designated as purchase elements, ownership transfers to the customer only upon full payment. Until then, all ownership rights remain with Ananta.
- 7.5. The customer is liable for all damage, depreciation, or loss of the contractual items provided to them - regardless of fault. Modifications, alterations, or adaptations by the customer are only permitted with Ananta's express written consent. The customer is fully liable for unauthorised changes.

### 8. Customer Obligations in Project Implementation and Use of Digital Channels

- 8.1. The customer undertakes to provide all information, content, and materials required for the proper execution of the project in a timely, complete, and appropriate form. Ananta is not obliged to verify their accuracy or legality.
- 8.2. The customer is responsible for obtaining all necessary approvals, licences, and rights, in particular relating to copyright, image rights, trademark rights, personality rights, or music rights. Any fees arising, e.g., to collecting societies, shall be borne by the customer.



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- 8.3. If digital platforms, customer portals, or upload services are used during project execution, the customer is fully responsible for the confidential handling of access data as well as for all content and activities carried out through them. Ananta accepts no liability for damage resulting from improper use or unauthorised access by third parties.
- 8.4. Any use of data, access systems, or services provided by Ananta for unlawful purposes is prohibited and entitles Ananta to immediately block access and claim damages.
- 9. Data Protection, Data Security, and Data Deletion**
- 9.1. Ananta processes personal data of the customer and its representatives exclusively in accordance with the applicable data protection laws of Switzerland (*revFADP*) and the EU General Data Protection Regulation (*GDPR*), where applicable.
- 9.2. The collection, storage, and use of such data is carried out solely for the purpose of contract execution, communication, invoicing, and fulfilment of statutory retention obligations. Disclosure to third parties is made only for the purpose of fulfilling the contract or with the customer's express consent.
- 9.3. Ananta takes appropriate technical and organisational measures to protect stored data against unauthorised access, loss, or manipulation. Liability for system-related data compromise is excluded to the extent permitted by law.
- 9.4. Upon completion of the order, project-related data will be archived in accordance with statutory retention periods. The customer has no claim to permanent storage or archiving by Ananta. The full privacy policy can be requested from Ananta at any time.
- 10. Communication, Electronic Documents, and Contract Binding**
- 10.1. Offers, order confirmations, change notifications, and other project-related communications may be made electronically (by email, via platforms, or by digital signature). Such communications are deemed to be in writing and legally binding.
- 10.2. Electronically transmitted messages, order confirmations, or approvals constitute admissible evidence in the event of a dispute. The customer waives the right to object on the grounds of lack of written form, unless mandatory statutory form requirements apply.
- 10.3. Upon the customer's request, electronic documents may also be provided in physical form. Any resulting costs will be charged separately.
- 11. Compliance with Regulations, Export Controls, and Compliance**
- 11.1. The customer undertakes to comply with all applicable national and international legal provisions, in particular regarding exports, cross-border transport, customs clearance, and international deliveries in connection with trade fairs, events, or other project formats.
- 11.2. Ananta reserves the right to refuse, suspend, or terminate services if statutory export controls, embargo regulations, or sanctions lists are applicable.
- 11.3. In the event of a violation by the customer, Ananta is entitled to terminate the contract without notice and claim damages. In such cases, reimbursement of payments already made is excluded.
- 12. Warranty, Liability, and Withdrawal**
- 12.1. Ananta undertakes to perform the contractually agreed services with due care and in a professional manner, in accordance with the current state of the art and industry standards. No warranty is given for the success or specific economic effects of the services provided.
- 12.2. The customer is obliged to inspect all delivered services and contractual items immediately upon receipt or acceptance and to report any defects in writing without delay. Failure to give timely notice of defects shall be deemed acceptance of the services.
- 12.3. In the event of timely and substantiated complaints, Ananta shall, at its discretion, provide rectification or replacement delivery. Further claims, in particular for reduction, rescission, or damages, are excluded to the extent permitted by law.
- a) Refunds will only be made if a timely and substantiated complaint has been submitted and rectification or replacement is not possible. Any services already provided and any third-party costs incurred will in all cases be deducted from the refund amount. Refunds will be processed using the same payment method the customer used for the original payment.
- 12.4. The customer loses all warranty and compensation claims if:
- a) contractual items are not used properly, are modified, or are passed on to third parties;
- b) the customer fails to follow Ananta's instructions;
- c) defects are due to third-party services, force majeure, improper handling, or failure to meet the customer's duty to cooperate.
- 12.5. Ananta is not liable for indirect damage, consequential damage, loss of profit, production downtime, or third-party claims.
- 12.6. To the extent permitted by law, Ananta's liability is in all cases limited in amount to the contractually agreed remuneration for the service in question.
- 12.7. Ananta is not liable for the actions or omissions of auxiliary persons or third parties engaged on the instructions or with the consent of the customer.
- 12.8. If the customer withdraws from the contract without good cause, Ananta is entitled to claim all costs incurred up to that point as well as loss of profit. Any advance payments already made shall, in such cases, be deemed a contractual penalty.
- 13. Final Provisions**
- 13.1. The customer undertakes to treat all information, documents, offers, plans, and designs provided in the course of the business relationship with Ananta as strictly confidential. This obligation continues beyond the end of the project.
- 13.2. All rights to concepts, visualisations, layouts, designs, platform structures, source codes, or other intellectual works created by Ananta or its partners remain the property of Ananta, unless otherwise expressly agreed in writing. Any reuse, reproduction, or publication without prior consent is prohibited.
- 13.3. Amendments and additions to these GTC and to individual contractual provisions must be made in writing. This also applies to any change to the requirement of written form.
- 13.4. The customer may not assign or offset claims against Ananta without prior written consent.
- 13.5. Ananta is entitled to engage subcontractors or third parties to fulfil the contract.
- 13.6. These GTC may be amended by Ananta at any time. The applicable version will be provided to the customer prior to contract conclusion. Amendments shall take effect from the date specified in the GTC.
- 13.7. Should any provision of these GTC be invalid or unenforceable, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic purpose of the original provision.
- 13.8. In the event of discrepancies between different language versions of these GTC, the German version shall prevail. The contract language is German.
- 13.9. Ananta World GmbH is entitled to provide services also in the name and on behalf of subsidiaries or partner companies, if indicated in the project context. In such cases, these GTC shall apply accordingly.
- 13.10. All legal relationships between the customer and Ananta are subject exclusively to substantive Swiss law, excluding international treaties (e.g., United Nations Convention on Contracts for the International Sale of Goods, CISG).
- 13.11. The exclusive place of jurisdiction is the registered office of Ananta World GmbH in Lachen SZ. However, Ananta reserves the right to bring an action at the customer's place of business or at any other competent court.
- 13.12. Contact address: Ananta World GmbH, Biberzeltenstrasse 19, CH-8853 Lachen SZ, Switzerland. Email: [info@ananta.world](mailto:info@ananta.world)