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General Terms and Conditions of IDS Live AG

Version of 21 October 2026 | Event services and rental

IDS Live AG, Spinnereistrasse 5, 6020 Emmenbrücke, CHE-353.816.510, including its branches (hereinafter "IDS Live"), and its customers (hereinafter "Customer") govern by these General Terms and Conditions (hereinafter "GTC") the design, organisation and staging of events as well as related technical services, deliveries, rentals and digital services. The GTC apply irrespective of the brand under which IDS Live operates. "Text form" means a durably legible declaration, including e-mail, without a handwritten signature.

1 Scope, order of precedence and conclusion of contract

1.1 These GTC apply to all offers, orders and contracts of IDS Live in the events business, in particular live, hybrid and online events, event production, event technology, rental, staffing, transport, concept and content services as well as related operation, maintenance and support services. They also apply to follow-up orders, provided they have been made known to the Customer. They are designed for business customers. Vis-à-vis consumers they apply only insofar as they do not conflict with mandatory consumer protection. The sole contracting party is IDS Live. The use of a brand or the involvement of a group company or branch does not establish a contract with any other company. Liabilities of another company of the IDS Group under a framework agreement with the Customer remain reserved.

1.2 Provisions expressly agreed individually take precedence over these GTC. If a framework agreement concluded by the Customer with IDS Live or with another company of the IDS Group applies to the contract, its provisions, including annexes, take precedence over these GTC. These GTC then apply on a supplementary basis insofar as the framework agreement and the individual contract do not govern a matter. In the event of contradictions, the following order of precedence applies otherwise: framework agreement, insofar as it provides for its precedence over the individual contract, signed individual contract, order confirmation, offer accepted by the Customer, these GTC, other documents. General terms and conditions of the Customer and SIA standards apply only insofar as IDS Live expressly confirms their application in text form or an applicable framework agreement incorporates them. The mere acceptance of orders or services does not constitute consent to third-party terms. Upon conclusion of the contract, these GTC become an integral part of the contract. Each individual order is governed by the version incorporated at the time of its conclusion.

1.3 Unless they state a different period, offers remain binding for 30 days from the date of issue. After this period has expired unused, IDS Live is no longer bound. Obvious errors as well as calculation and printing errors remain reserved and may be corrected before conclusion of the contract.

1.4 The contract is concluded by acceptance of an offer from IDS Live or by signature of a contract document. An order confirmation from IDS Live in text form constitutes acceptance insofar as it corresponds to the order. If it deviates only in a recognisable, non-essential point, the contract is concluded with the content of the order confirmation unless the Customer objects in text form within five working days of receipt and sets out what was agreed instead. Deviations in price, date or essential scope of services require express acceptance. Silence does not constitute acceptance. In the absence of such a conclusion, the contract is concluded upon commencement of performance on the terms previously communicated to the Customer. IDS Live is not obliged to accept orders. It may cancel an order already accepted on the basis of a credit check only as long as it has not yet commenced performance and the check reveals a material payment risk. Otherwise, clause 5.2 and Art. 83 CO apply.

2 Scope of services and changes

2.1 Only the services and results expressly described in the offer, order confirmation or individual contract are owed. IDS Live performs them professionally and, where relevant to the service, in accordance with the state of the art and the agreed standards. Plans, visualisations, technical specifications and schedules are binding only if expressly designated as binding. A particular event success, a particular audience figure, an economic success or the uninterrupted operation of third-party platforms is not owed. The mere specification of a service that is not exhaustively described does not constitute a change to the contract.

2.2 Additional requirements, subsequent changes, additional quantities, additional rehearsals, waiting times and repetitions are charged additionally at the agreed rates or, failing that, at the customary rates of IDS Live. IDS

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Live may use technically equivalent material and suitable persons, provided the legitimate interests of the Customer are safeguarded. IDS Live may take and charge for urgent measures required for safety or performance without prior approval. Otherwise, clause 2.4 applies.

2.3 IDS Live may engage suitable subcontractors and group companies for performance. It remains responsible for them within the scope of clause 10. The Customer may transfer rights or obligations under the contract only with the prior consent of IDS Live in text form.

2.4 Changes to the contract may be proposed by either party. If the Customer requests a change, IDS Live informs it in text form within five working days whether the change is possible and what effects it has on services, remuneration and dates. The Customer decides in text form within five working days. If the first set-up day is less than ten days after the request, IDS Live responds without undue delay. Change requests by IDS Live that lie within its sphere of influence require the consent of the Customer in text form before execution, unless they are urgent measures pursuant to clause 2.2. During set-up and dismantling and during the event, the consent of the designated contact person is sufficient. IDS Live confirms such consent in text form where possible.

2.5 The contract does not establish a simple partnership within the meaning of Art. 530 et seq. CO between the parties. Should such a partnership nevertheless be assumed, the termination of the contract simultaneously results in its dissolution. There is no obligation to make contributions or additional payments or to share in profits or losses. Each party bears its own costs and risks unless this contract provides otherwise.

3 Cooperation, permits and safety

3.1 The Customer provides complete and correct information in good time about objectives, requirements, content, plans, operational particularities, access and approvals, and designates a contact person with decision-making authority. At its own expense, it provides suitable event areas, safe access, power, internet, networks, load-bearing structures, storage and working rooms and, where applicable, lifting equipment and local assistants, and protects delivered material against theft, weather, dust and unauthorised access. Receipt of material must be confirmed on the delivery note or an equivalent document. The Customer coordinates the venue, site management and other contractors unless IDS Live has expressly assumed such coordination. It informs IDS Live without delay of circumstances that may impair performance, in particular of postponements and of the fact that the protection of passwords, access rights or other security elements is no longer guaranteed.

3.2 The Customer obtains and pays for the permits, rights, concessions, copyright and neighbouring rights licences, collective rights management licences, frequency and radio permits, official approvals, structural verifications and safety concepts required for the event and the content, unless expressly agreed otherwise. Organiser obligations, in particular audience safety, escape routes, order, security services, weather decisions and lawful content, remain with the Customer unless IDS Live has expressly assumed them in text form. IDS Live remains responsible for the safe execution of its own work. The commercial decision on staging or cancelling an event due to weather or low attendance lies with the Customer. Clause 3.3 remains reserved.

3.3 IDS Live may interrupt, postpone or refuse services if there are objective safety or legal risks. If IDS Live is not responsible for the cause, services rendered and unavoidable costs remain payable. In the event of missing or late cooperation, IDS Live is released from the affected performance obligation but endeavours to perform the service nevertheless, insofar as this is reasonable. Deadlines are extended appropriately. Waiting times, re-planning and additional costs are borne by the Customer unless caused by IDS Live itself. In the case of shared responsibility, they are borne proportionately. For operating resources provided by the Customer, including software, networks and platforms, the Customer uses current versions supported by the manufacturer and maintains the maintenance and support arrangements necessary for operation.

3.4 Masonry, painting, carpentry and high-voltage work, wall openings, foundations, cable pulling, special constructions, structural calculations and expert opinions are organised by the Customer at its own expense and responsibility unless IDS Live has expressly assumed them. Information provided by the Customer on cable routing, suspension points, floor loads and existing installations forms the basis of the service. Interruptions due to such work or incorrect information are charged in accordance with clause 2.2. Liability is governed by clause 10.3.

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4 Dates, acceptance and force majeure

4.1 Dates are binding only if they have been expressly confirmed in text form. Information is provided to the best of our knowledge and is subject to timely delivery and availability. Delays caused by the Customer, the venue, other contractors, suppliers, authorities or unforeseeable events extend deadlines appropriately. IDS Live informs the Customer of foreseeable delays and seeks a reasonable alternative. In the event of a significant delay for which IDS Live is responsible, the Customer first sets a reasonable grace period. A withdrawal concerns only the separable part of the service not yet rendered. If the delay makes the affected event as a whole impossible or useless for the Customer, the Customer may withdraw from the affected contract in accordance with Art. 107 et seq. CO. IDS Live is liable for the delay only within the scope of clause 10. Agreed service levels are subject to the rules agreed for them and not automatically to the consequences of default.

4.2 Events beyond the reasonable control of a party, in particular severe weather, epidemics, official orders, strikes, significant traffic disruptions, failures of power, communication or platform infrastructure, cyber attacks, hacking, malware, ransomware, DDoS attacks, sabotage and supply disruptions, insofar as these are in turn based on such events at the supplier, release the parties from the affected performance obligation for the duration and to the extent of their effects. Ordinary capacity bottlenecks do not constitute such events. The parties endeavour to make a reasonable adjustment. If performance is permanently impossible or unreasonable, the following applies. If the cause lies within the Customer's sphere or the Customer is in default of acceptance, services rendered as well as unavoidable expenses and third-party costs already committed are invoiced. If it is based on an accident outside the spheres of the parties and the risk has not yet passed, there is no claim to the portion of the price not yet earned (Art. 119 and Art. 376 CO). In this case, IDS Live may only claim third-party costs that have already been irrevocably committed and cannot be used otherwise. To the extent permitted, the parties agree on this allocation instead of Art. 378 CO. Mandatory law remains reserved. To the extent permitted by law, IDS Live is not liable for damage resulting from cancellation or postponement, nor for damage resulting from the Customer's breach of its duties to cooperate.

4.3 For services under a contract for work, benefit and risk pass to the Customer upon acceptance; for time-bound event services, upon the contractual start of deployment. For deliveries of goods without installation by IDS Live, benefit and risk pass to the Customer upon handover to the carrier. If IDS Live organises transport as its own service, the risk remains with IDS Live until handover at the agreed location. Liability for rented items is governed by clause 7.

4.4 For services under a contract for work or installed services, IDS Live may request a joint inspection and a report, including as partial acceptance, insofar as this is reasonable for the Customer. Minor defects, in particular where the essential functions remain usable, do not prevent acceptance and are remedied in accordance with clause 9. Material defects which make contractual use impossible and for which IDS Live is responsible postpone acceptance. IDS Live remedies them within a reasonable period. The service is deemed accepted if the Customer puts it into operation or the event begins with it, if the Customer does not carry out the inspection within a reasonable period despite being requested to do so, or if the Customer does not notify recognisable defects in accordance with clause 9.1. For pure event and rental deployments, notification of defects pursuant to clause 9.1 takes the place of acceptance. Acceptance, even if deemed to have taken place under this clause, does not affect the rights in respect of defects and the notification periods pursuant to clause 9.

5 Prices and payment

5.1 Unless stated otherwise, all prices are in CHF exclusive of value added tax, fees, levies, expenses, accommodation and transport. Offers cover only services expressly included. The prices stated in the individual contract, the order confirmation or the accepted offer are decisive. Obvious errors and printing errors remain reserved. Changes in taxes and official levies are passed on without giving the Customer a special right of termination. Proven procurement or third-party costs that rise exceptionally after conclusion of the contract may be passed on appropriately in the case of longer-term orders, provided the Customer is informed thereof before the relevant procurement.

5.2 Invoicing takes place in accordance with the agreed payment schedule, otherwise after performance. If no payment schedule has been agreed, IDS Live may, for orders involving production, concept or staffing services, invoice 50% of the agreed price upon conclusion of the contract and a further 40% before the start of production. The balance is due after the event has been staged. In the case of pure rental without staff, IDS Live may demand the price before handover. IDS Live may demand reasonable advance payment or security

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from new customers, in the event of credit risks or for long-term projects. Invoices are payable net within 10 days of the invoice date unless another due date is stated.

5.3 In the event of default, the Customer owes, without further reminder, default interest of 6% per annum as well as reasonable, actually incurred reminder and collection costs. IDS Live may instruct third parties with collection or assign claims to them. The Customer reimburses the necessary costs. After notice in text form, IDS Live may suspend further services until payment or security is provided. Dates are postponed accordingly. Invoices are deemed approved unless the Customer objects to them in text form, with objective reasons, within 10 days of the invoice date. Such approval does not affect claims in respect of defects, warranty and liability, nor contractual audit rights of the Customer. The Customer may set off only undisputed or legally established counterclaims as well as contractually agreed credits such as service credits. Several clients are jointly and severally liable. A different invoicing address does not release the client from the obligation to pay.

6 Cancellation and postponement by the Customer

6.1 The Customer may cancel the order in whole or in part in text form. As lump-sum compensation pursuant to Art. 377 CO, the Customer owes, based on the assessment basis, 25% if the cancellation is received 61 or more calendar days before the first agreed set-up day, 50% if received 31 to 60 days before, 75% if received 15 to 30 days before and 100% if received 0 to 14 days before. The assessment basis is the agreed price of the cancelled part less services already rendered and less non-cancellable third-party costs included therein. If there is no set-up day, the first day of service applies. Services already rendered and non-cancellable third-party costs are additionally remunerated in full. IDS Live credits saved expenses and any reasonable alternative use of released resources. The Customer remains entitled to prove lower damage. The scale applies to work and rental services within the scope of Art. 377 CO. Insofar as a service constitutes a simple mandate within the meaning of Art. 394 et seq. CO, the right of termination at any time pursuant to Art. 404 CO remains unaffected. The scale does not restrict this right and, to that extent, applies only as compensation for damage resulting from termination at an inopportune time.

6.2 A postponement requested by the Customer requires the consent of IDS Live in text form. Until agreement on the substitute date, it is deemed a cancellation of the original date pursuant to clause 6.1. If consent is given, unavoidable re-planning and third-party costs are charged and amounts already paid are credited to the new date. Mandatory statutory termination rights remain unaffected.

7 Rental and transfer of risk

7.1 Rented items including accessories remain the property of IDS Live or its suppliers. Ownership never passes. The rental begins upon collection by the Customer or upon handover to a carrier designated by the Customer and ends upon complete return at the agreed location. If IDS Live organises transport, the Customer's liability pursuant to clause 7.3 begins only upon handover on site. Deployment days charged separately under the contract remain unaffected. Unless otherwise agreed, the minimum rental is one deployment day. Late return is charged for each day or part thereof at the agreed daily rate. Further proven damage remains reserved.

7.2 The Customer inspects rented items upon receipt and notifies recognisable defects without delay in text form. It reports malfunctions occurring during the rental immediately to the operations management. Normal signs of use are not defects. Repairs and interventions may only be carried out by IDS Live or persons instructed by it. IDS Live remedies defects for which the Customer is not responsible at its own expense by repair or equivalent replacement. If this is not possible during a time-bound event, the rent is reduced appropriately (Art. 259d CO).

7.3 The Customer uses rented items properly, observes instructions, protects them against weather, theft and unauthorised access and returns them complete and cleaned. Passing on, subletting, pledging and removal of markings are prohibited without consent in text form. From receipt pursuant to clause 7.1 until return, the Customer is liable for loss, theft and damage unless it proves that neither it nor its auxiliary persons are at fault; wear and tear resulting from use in accordance with the contract is borne by IDS Live (Art. 267 para. 1 CO). The Customer insures the items adequately at replacement value in favour of IDS Live. Upon request, it provides proof of insurance cover. It reports damage without delay and files a police report in the event of theft. Cleaning beyond the usual extent as well as repair and replacement in the event of damage for which the Customer is liable under this paragraph are charged at actual cost.

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8 Staff, content, digital services and documentation

8.1 IDS Live provides staffing and direction services with professional care. A particular result is owed only if expressly agreed. Insofar as staff are deployed according to the instructions of the Customer or a third party, IDS Live is liable only for careful selection, unless it is itself responsible for the instruction. Mandatory rules on the hiring out of staff, including permit requirements, remain reserved and are not excluded by these GTC. Working and rest periods, surcharges, travel and waiting times are charged as agreed or at the applicable rates.

8.2 The Customer warrants that music, images, videos, data, names and trademarks provided may be used, edited and publicly performed. It indemnifies IDS Live against justified third-party claims arising from content or instructions provided by the Customer, including reasonable legal costs, provided IDS Live informs it without delay and allows it to participate appropriately in the defence. The indemnity does not apply insofar as the claim was caused by an unauthorised change made by IDS Live or by its unlawful intent or gross negligence.

8.3 For streaming, recording, remote contributions and digital platforms, the Customer ensures in good time the necessary rights, consents and network capacities. IDS Live is liable for its own technical services expressly assumed in accordance with clause 10. No availability is warranted for external platforms, public networks and infrastructure provided by the Customer. Unless there is unlawful intent or gross negligence on the part of IDS Live and no service level agreed in text form has been breached, IDS Live accepts no liability for damage resulting from the failure or disruption of information and communication technologies, in particular data loss, unauthorised access, malware, incompatibilities and improper use or insufficient protective measures on the part of the Customer. The Customer backs up its data and maintains a contingency plan for business-critical deployments. Raw data, recordings and project files are delivered or retained only if expressly agreed.

8.4 IDS Live provides the operating instructions required for immediate use, insofar as these are necessary for the service. Further documentation, schematics, training and the release of project files are provided only if agreed and are otherwise charged separately.

9 Inspection, defects and warranty

9.1 The Customer inspects services upon handover or before deployment, where possible, and notifies recognisable defects without delay in text form. For purchased items, the inspection takes place within 15 working days of delivery. Event-related defects must be reported immediately during the event to the responsible operations management of IDS Live so that a remedy is possible. Hidden defects must be notified without delay after discovery. If timely notification is not given, the services are deemed approved to that extent, insofar as permitted by law. Where the law prescribes a longer notification period, that period applies. This applies in particular to the period of 60 days for immovable works and in the other cases of Art. 367 para. 1bis and Art. 370 para. 4 CO. A shorter period is ineffective to that extent. The obligation to report defects that can be remedied during an event immediately to the operations management remains in place for the purpose of mitigating damage. It does not result in a loss of rights where the law excludes this.

9.2 IDS Live may, at its own discretion, remedy defects within a reasonable period or provide equivalent replacement. An appropriate price reduction may be considered if the remedy fails or is no longer possible during a time-bound event. For purchased items and installed services, the Customer may withdraw from the affected contract if the remedy fails and material defects make use impossible or unreasonably restrict it. Further rights are governed by mandatory law. The right to free rectification remains reserved insofar as it cannot be restricted or excluded in advance pursuant to Art. 368 para. 2bis CO, in particular where the defect concerns a building. No warranty is given for normal wear and tear, improper use, extraordinary stress, force majeure, customer or third-party infrastructure, changes by third parties, failure to carry out maintenance or content and operating resources provided by the Customer. Wear parts such as lamps, filters and batteries are excluded. Manufacturer claims are passed on to the extent legally permissible. Further manufacturer guarantees do not establish a separate guarantee of IDS Live. The limitations of this clause do not apply to fraudulently concealed defects (Art. 199 CO).

9.3 Unless otherwise agreed, the warranty period is one year from delivery or acceptance for hardware sold and four months for software and licences. For repairs carried out by IDS Live, it is three months. These periods do not apply insofar as mandatory law prescribes a longer period. The five-year period pursuant to Art. 371 CO cannot be shortened to the detriment of the Customer. Vis-à-vis consumers, a shortening of the period

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under sales law pursuant to Art. 210 para. 4 CO is ineffective. Otherwise, the product-related manufacturer guarantees apply. During its own warranty period, IDS Live bears the costs of remedying defects for which it is responsible, including the necessary travel and replacement. Where only a manufacturer guarantee exists and this is a bring-in guarantee, the guarantee is limited to the repair. Transport, dismantling and reassembly as well as working time are then charged on a time and material basis. This does not apply where the law prescribes free rectification. For event and rental services, notification of defects pursuant to clause 9.1 during the deployment applies instead of a warranty period.

9.4 Operation, maintenance and support services as well as services without an agreed service level are provided by IDS Live on a best-efforts basis with the available resources. No particular response time or availability is thereby warranted. Agreed service levels remain reserved.

10 Liability

10.1 IDS Live is liable in accordance with the law for damage caused unlawfully, intentionally or through gross negligence by it or its auxiliary persons. For its own conduct, this liability cannot be excluded in advance (Art. 100 para. 1 CO). For auxiliary persons, IDS Live waives the exclusion possible under Art. 101 para. 2 CO to that extent. Otherwise, liability for slight negligence, for auxiliary persons and for indirect damage, loss of profit, loss of production, data loss and reputational damage is excluded to the extent permitted by law. Liability for personal injury and under the Product Liability Act as well as other mandatory liability remain unaffected. These provisions apply to contractual and non-contractual claims.

10.2 Insofar as an exclusion of liability is not effective and a limitation is permitted by law, liability for slight negligence is limited to the net order value of the affected individual order. This limitation does not apply in the case of intent or gross negligence, nor to mandatory statutory liability. The Customer takes appropriate measures to mitigate damage, in particular data backups and contingency plans for business-critical events.

10.3 If damage arises because plans, cable routing, suspension points, floor loads or other information to be provided by the Customer is missing or incorrect, the liability of IDS Live for direct and indirect damage is excluded to the extent permitted by law. The same applies to damage resulting from a breach of the Customer's duties to cooperate.

11 Rights, confidentiality and data protection

11.1 Concepts, plans, designs, software, project files, methods, offers and other work results of IDS Live remain, to the extent legally possible, with IDS Live or the respective rights holders. Upon full payment, the Customer receives a simple, non-transferable and non-exclusive right of use for the contractually intended purpose. Editing, passing on to third parties, reuse for other events or release of source and project files require an express agreement in text form. Rights of the Customer remain with the Customer. Offers and concepts may not be passed on to third parties as tender or bid documents without the consent of IDS Live. IDS Live may charge for the effort of preparation and project planning if the Customer nevertheless continues to use them.

11.2 The parties treat information, documents and data that are neither public knowledge nor generally accessible as confidential and disclose them only to persons involved in the performance of the contract who are appropriately bound to confidentiality. In case of doubt, information is to be treated as confidential. The obligation exists before conclusion of the contract and continues after termination. Special statutory confidentiality obligations of the Customer apply to IDS Live under civil law only if agreed in text form. Mandatory criminal law remains unaffected. Statutory obligations and special confidentiality agreements take precedence. IDS Live may name the Customer and the type of service publicly as a reference only with the Customer's prior consent.

11.3 Both parties comply with applicable data protection law, in particular the Swiss Federal Act on Data Protection. They take the economically reasonable as well as technically and organisationally possible measures to protect personal data against unauthorised disclosure. IDS Live may process personal data as an independent controller for contract, invoicing, credit assessment and operations. The Customer is responsible for the lawfulness of and for informing the data subjects about recordings and data processing initiated by it. If IDS Live processes personal data exclusively on behalf of the Customer, the parties conclude a data processing agreement before commencement, where required.

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12 Ownership, termination and final provisions

12.1 Movable items sold remain the property of IDS Live until full payment. IDS Live is entitled to have the retention of title registered pursuant to Art. 715 CC in the register at the Customer's registered office. Upon request, the Customer gives the necessary consent without delay and maintains the items, handles them with care and insures them against the usual risks. Ownership of rental material never passes. In the event of significant payment default, serious breach of duty or unreasonable safety or legal risks, IDS Live may terminate the affected part of the contract after an appropriate warning in text form, unless such warning is unnecessary. Services rendered and proven, unavoidable costs remain payable. If IDS Live is unable to perform for a reason for which it is responsible, advance payments not yet earned are refunded. In this case, no compensation pursuant to clause 6 is owed.

12.2 Rights and obligations under the contract may only be transferred with the consent of the other party in text form. However, IDS Live may transfer them with discharging effect to another company of the IDS Group domiciled in Switzerland, provided the legitimate interests of the Customer are safeguarded. The GTC may be amended for future contracts. A current individual order is governed by the version incorporated at the time of its conclusion. The invalidity of one provision does not affect the remaining provisions. It is replaced by a provision that comes closest to the economic purpose.

12.3 Substantive Swiss law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and the Hague Convention on the Law Applicable to International Sales of Goods of 15 June 1955. The competent court at the registered office of IDS Live in Emmen has jurisdiction for disputes. IDS Live may also bring an action at the registered office or domicile of the Customer. Mandatory places of jurisdiction, in particular for consumers, remain reserved. Semi-mandatory provisions, in particular Art. 210, 367, 368, 370, 371 and 404 CO, take precedence over deviating provisions of these GTC.

In the event of discrepancies between language versions, the German version prevails.