



MONTREUX  
MUSIC &  
CONVENTION  
CENTRE

## GENERAL SALES CONDITIONS



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## **1. APPLICATION OF REGULATIONS**

- 1.1. The present conditions apply, in the absence of written provisions to the contrary, between the tenant and the Centre de Congrès Montreux SA. Inter alia, they shall regulate all activity carried out in the Montreux Music & Convention Centre.
- 1.2. Hereafter, the term '2m2c' shall be taken to mean both the commercial name of the building and the company name of the Centre de Congrès SA (CCM SA).
- 1.3. The use of all or part of 2m2c implies acceptance of the present general conditions by the tenant.
- 1.4. The tenant shall observe regulations applicable to 2m2c, and he confirms that he has received a copy of them when signing the booking contract. This notably includes the establishment's safety specifications (document in Appendix). The tenant undertakes to observe all the conditions, and to ensure that his personnel and all persons for whom he is responsible, observe said conditions.
- 1.5. In the course of the occupation agreement, 2m2c reserves the right to change or add any useful prescription for proper operation of the building. He shall inform the tenant in writing of said change or addition. The tenant shall undertake to observe all liabilities and obligations resulting from such changes or additions.

## **2. REQUESTS FOR ROOMS, SITES AND RATES**

- 2.1. All requests shall be made in writing and shall be confirmed by 2m2c before being attributed.

## **3. SITE RENTAL**

- 3.1. 2m2c makes available rooms for conferences, congresses, meetings, rallies, as well as exposition areas and stands, and technical equipment. It also provides services and goods (telephone, fax, power supply, lighting, furniture etc).
- 3.2. Rental prices are per day, or part thereof. Part of a day shall count as a full day.
- 3.3. Rental price includes use of rooms and annexes as well as entries, common lighting, and heat regulation, depending on existing installations.
- 3.4. The tenant may request that 2m2c be rendered private for his event, by paying for that service. Failing this, he may not demand to be the sole occupant of the building during his event, nor the sole user of 2m2c access facilities.
- 3.5. Cleaning of areas, excepting stands, are included in the site rental prices.
- 3.6. In principle, 2m2c is open from Monday to Friday, 8 a.m. to 6 p.m. Upon request, and for an additional fee, this timetable may be changed.

#### 4. TERMS OF PAYMENT

<b>Upon signature of the sale contract</b>	10% of the quoted goods and services amount, minimum CHF 5000 + VAT
<b>At the latest six months before the event</b>	40% of the quoted goods and services amount (50% of total)*
<b>At the latest 2 months before the event</b>	40% of the quoted goods and services amount (90% of total)*
<b>Final invoice after the event</b>	Remainder of the final invoice within 10 days of reception.

All payments shall be made through a bank to be designated by 2m2c management.

(\*Quoted goods and services: Rent, orders for furniture, electricity, audiovisual goods and services, hostesses, security agents etc)

#### 5. NON PAYMENT OF ADVANCES

- 5.1. In the event of non-payment of one of the contractual advances as laid out in paragraph 4 above, 2m2c reserves the right to dispose of the rented site. The rental amount remains due and shall be immediately payable.
- 5.2. If for political, economic reasons or acts of God, the event cannot take place, rental amounts and amounts already paid shall remain in the possession of CCM SA. However if the event can take place in Switzerland, but the CCM SA is not able to make the rented facility available to the tenant (e.g. because of an act of God, such as a fire) CCM SA shall return the rental price as well as any advances already paid.

#### 6. WITHDRAWAL / CANCELLATION

- 6.1. In the event of withdrawal after signature of the contract, the following fixed indemnification is shall be owing to 2m2c in order to cover closing costs and cancellation of the event.

<b>Date of reception of written correspondence from the client</b>	<b>Indemnification in favour of the CCM</b>
360 days or more before assemblage of the event	Amount equal to the first advance
Between 180 and 359 days before start of assemblage of the event	Equal to 50% of the rental price
Less than 180 days before start of the assemblage of the event.	The entire rental price shall be owing



It is nevertheless agreed that the fixed indemnification owing to 2m2c shall not be less than CHF 5000. This indemnification shall not be subject to VAT.

The 2m2c expressly reserves the right to claim additional damages in the event of wrongful withdrawal or cancellation.

## **6. 2. Cancellation of order / termination of contract**

In the event of cancellation of an order or termination of the Contract by the customer, the latter must pay the following amounts:

6.2.1 From 14 to 6 working days before the start of the event: 30% of the total amount of the order.

6.2.2 From 5 to 3 working days before the start of the event: 50% of the total amount of the order.

6.2.3 Less than 3 working days before the start of the event: 100% of the total amount of the order

6.2.4 Any service started is due in full.



## **7. PRIOR CONDITIONS TO BE FULFILLED BEFORE DRAWING UP A BOOKING CONTRACT**

- 7.1. In order for 2m2c to draw up a rental offer, the tenant shall declare himself able to provide a clear and exact description of his event. He shall be under obligation to provide the following information:
- his full company name or civil status and his address,
  - the position he holds in his company, syndicate or association, or his function,
  - his power of attorney or power to engage his company's liability,
  - his bank references,
  - where applicable his references in organising prior events,
  - the nature, the object and the programme of the event planned (meetings, general assemblies, conferences, congresses, shows, receptions, examinations, exhibitions, fares trade shows etc)
  - the name selected for the event,
  - any press handouts planned for the event (medias, authorities, administration),
  - any prominent personalities invited or expected,
  - any envisaged partners,
  - the name of the General Delegate, Officer or General Agent of the event,
  - kind and the number of expected participants,
  - planned dates for the event (assemblage, operation, dismantling),
  - duration of the event: Working hours, breaks, days off,
  - where applicable, the entry tariff,
  - equipment and presentations that are planned and/or that must be provided.
- 7.2. 2m2c, unilaterally, and without indemnification, reserves the right to terminate the present contract in the event of the tenant not providing a clear and exact description of his event, notably where such event is directly or indirectly of a political character, is of an immoral nature or may disturb the public peace.
- 7.3. The event has described by the tenant shall not be modified without the agreement of 2m2c. Should the type of event be modified, the 2m2c reserves the right to whether it is adequately in character (please consult chapter 9 below). 2m2c may at any time refuse to rent out the locations should it decide that the character of the planned events does not comply with the description provided by the tenant.
- 7.4. The tenant may not transfer to any third party rights that he holds by virtue of the contract, without prior written agreement from 2m 2c.
- 7.5. The tenant shall provide all the above-mentioned information, or shall notify 2m2c of any changes, at the latest 12 weeks before start of the event, in order that preparations for the event take place under proper conditions.

## **8. FIRM AND DEFINITE NATURE OF THE BOOKING CONTRACT**

- 8.1. Upon the date of signing of the contract, it shall become firm and definite.
- 8.2. The tenant shall be under obligation to make known to 2m2c any new development that occurs or becomes apparent subsequent to his request or to drawing up of the booking contract. This applies especially to any change in his situation, and applies immediately upon his becoming aware of any such change, whether it be to his civil, company, or commercial status, or legal status, or any other significant fact, notably when it may lead to change in the information provided under Para 7 above. This is a material obligation upon the tenant, non-observance of which constitutes a breach, and which may be of such a nature as to result in immediate termination of the contract should 2m2c so decide.
- 8.3. 2m2c reserves the right to request, at anytime, any additional information concerning the above, in order to claim termination of the booking contract where applicable should it be drawn up on the basis of untrue, erroneous or inexact information.
- 8.4. The tenant is presumed to have carried out a prior survey of the feasibility of the event with regard to legal and administrative constraints of all kinds that arise or may arise, is presumed to have carried out a prior visit of the facilities falling under the contract, is presumed to have gathered information concerning all characteristics, and is presumed to have verified or ordered verification by competent or certified persons, concerning compatibility of the facilities with the event.
- 8.5. In the event of cancellation or withdrawal by the tenant, or in the event of termination of the contract, advances paid will be retained by 2m2c, who furthermore, reserves the right to demand payment of the total price.

## **9. REFUSAL TO DRAW UP THE CONTRACT**

- 9.1. 2m2c expressly reserves the right not to enter into a contract, whether on a temporary or definitive basis, either for reasons of prior requested information not having been adequately supplied, notably where the event does not comply with the description given or does not harmonise with the spirit or the image of 2m2c, whether because of the risk of disturbing the peace, breaching the safety or encroaching upon the pleasure of the town's inhabitants, threatening protected interests of consumers and youth, in organising the planned event, for failing to produce or go in good time, administrative authorisations required of the tenant by law or by regulations.

## **10. PROTECTION OF THE BRAND, THE LOGO AND BRAND IMAGE OF 2M2C**

- 10.1. In the course of all operations and communications with third parties (media, publicity documents, catalogues, programs, ticket sales, Internet sites, invitations, banners, clothing, accessories etc), the tenant shall not, except by special prior written agreement, imply that 2m2c or the city of Montreux is directly or indirectly associated with the design or the realisation of his event.
- 10.2. Without prior written agreement, the tenant shall especially refrain from making use of the distinctive name and/or signs of 2M2c on letterheads, invoices, contracts or commercial documents, even though they pertain to organising the event.

- 10.3. The tenant undertakes to submit to 2m2c for prior approval, any usage of distinctive name and/or signs of 2m2c on any media, including Internet sites.
- 10.4. 2m2c reserves the right, where applicable, to impose different standards of size, colour and layout.

## **11. CIVIL LIABILITY AND TENANT'S LIABILITY**

- 11.1. The tenant shall carry out by his own means and under his sole responsibility towards 2m2c all the operations required for organising and carrying out the event falling under the booking contract.
- 11.2. The tenant alone is responsible towards 2m2c and all third parties, for all acts, misfeasance or negligence arising from his activity, his arrangements or installations, whether carrying out or failing to carry out his activity, or from non-observance of a clause of the present general conditions and agreements pertaining to it.
- 11.3. The tenant shall bear all risks arising from dealings with suppliers, service providers, participants or any other third party, as well as payment of all indemnification and associated costs arising from any judicial convictions pertaining to the event.
- 11.4. For any music broadcast in its spaces, the tenant is obliged to make a declaration with the agreed organism SUISA in order to obtain an authorization for this diffusion. The contracting tenant must acquire a license through the link <https://www.suisa.ch/en/customers.html> and will assume, in case of default, full responsibility for any subsequent suits by SUISA.
- 11.5. The lessee is responsible for any damage he could cause to third parties and/or to the CCM during his activity. He will therefore take the necessary steps to avoid damaging the areas or equipment placed at his disposal, as well as to ensure the security of the visitors and his employees. He is responsible for the damage caused through negligence or failure to comply with the Swiss law.
- 11.6. Operation of machines, appliances and other equipment exhibited shall incur no danger or inconvenience to the exhibition, the exhibitors or the visitors. The exhibitors shall comply with local safety prescriptions.
- 11.7. Without special authorisation, it is prohibited to operate internal combustion engines. Any exhibition equipment that could be dangerous or could cause a fire may not be brought into the exhibition rooms without express approval from 2m2c and firefighting services.
- 11.8. Heat given off shall not exceed 45°C. Any intentional or accidental damage caused to the building and to the safety system shall be invoiced to the tenant.
- 11.9. The building is fully equipped with sprinklers, fire extinguishers and fire nozzles. The tenant undertakes to observe and to oversee observance by exhibitors and all third parties of the following rules:
  - Refraining from using the sprinkler conduits and electrical cables for suspending panels, lighting projectors etc.
  - Refraining from hindering or blocking access, in any way, to emergency exits, illuminated emergency exit signs, sprinklers, electrical panels, IT or telephone networks, heating and air-conditioning equipment etc.



- Submitting plans for the stands to 2m2C for approval, in order to guarantee observance of safety standards such as precautions against fire hazards, observance of emergency exits, ventilation, load distribution on the floor etc.
- The tenant shall use only low flammability materials or materials treated with an officially certified substance in order to guarantee low flammability. Untreated decorative elements shall be placed out of the reach of visitors, especially away from heat sources such as cigarettes, cigars etc.
- In all cases, the tenant and exhibitors are under obligation to notify 2m2c personnel of any damage, accidents or anomalies.

## 12. INSURANCE

- 12.1. In order to cover various liabilities, both civil and contractual, that the tenant incurs towards 2m2c and associated third parties, the tenant shall take out insurance at the time of signature of the booking contract and throughout the duration of his event, for sufficient amounts against bodily, material and immaterial damages of any type that may be caused by himself or by persons for whom he is responsible or presumed to be responsible by virtue of law.
- 12.2. Without prejudice to the foregoing undertaking, the tenant shall ensure that all his service providers and contracting parties have taken out sufficient insurance to cover their own liability, especially towards 2m2c.
- 12.3. The 2m2c is not liable for any loss of profit on the part of the lessor in the event of unavailability of the facilities following an unforeseeable and sudden event. It therefore strongly recommends to the lessor to ensure its possible loss of turnover in such a case (eg fire).
- 12.4. As soon as he begins to enjoy use, even partial, of the premises, throughout duration of the contract and until he has effectively left the premises, the tenant is under obligation to be insured by insurance companies known to be solvent, through insurance policies that shall adequately cover the following:
  - All personnel property, equipment, goods and generally speaking all the goods that equip the premises that he occupies in any manner, other than those through 2m2c, against any risk liable to totally or partially damage them, especially against fire, explosion, water damage, storm damage, riots, terrorism and any other cause that may arise from his occupying them.
  - Civil liability as company director that he could incur as the result of his own activities and that shall include a guarantee against bodily harm caused to third parties, as well as an explicit guarantee against material and immaterial damage.
- 12.5. The tenant shall provide, no later than the eve of the start of his event, a copy of the insurance policy or policies that he has taken out in observance of paragraphs 12.1 to 12.3 above.



### **13. ORGANISATION OF LIFE SAFETY**

- 13.1. The tenant is personally liable for maintaining proper order in the installations occupied by him. He is liable not only for damage caused by his own acts, but also for damage caused by any person entering the premises of their own accord or solely because of the event. This liability especially concerns public safety, from the time the public gains access to the event, throughout the presence of the public on the site of the event, and until the public has completely left the premises made available as well as any outbuildings.
- 13.2. Except for any prior written provisions to the contrary, the tenant shall ensure, under his sole liability, all operations required for the smooth running of his event.
- 13.3. It must be noted that access control carried out by 2m2c does not engage liability of the latter as regards damage, theft or any other untoward event that may occur in the premises rented by the tenant, throughout the period between start of event assemblage and handing back of the premises.

### **14. LIFE SAFETY**

- 14.1. In accordance with legal and regulation prescriptions pertaining to establishments open to the public, the client shall observe and supervise life safety of all persons accessing the building and outbuildings, by means of permanent surveillance during events. These obligatory prescriptions only apply to control of access to the buildings.
- 14.2. Should the tenant require security staffing for exhibition equipment outside public opening hours, he shall call upon 2m2c's partner security services.
- 14.3. Should the tenant require increased staffing levels in order to improve the quality of his event, he shall call upon 2m2c's partner security services.
- 14.4. In the event of the Swiss State imposing a reinforced security plan because of international events, the resulting constraints shall be borne by the tenant.
- 14.5. The tenant shall be liable for all loss, damage, injuries or deaths arising from or linked to the event, except in the case where such an event is caused by the negligence of 2m2c or its employees.
- 14.6. The tenant waives all legal action against 2m2c in the event of theft or other criminal acts to which he may fall victim in the rented premises or outbuildings, since 2m2c is not under any obligation to provide surveillance, unless there is express written agreement to the contrary.
- 14.7. The tenant takes note that for reasons of safety of the persons and of hygiene the animals are not allowed inside the building. An exception is made for people needing guide animals.



## **15. CATERING**

- 15.1. 2m2c has entered into partnership agreements with various local service providers, who have perfect knowledge of 2m2c's installations, in order to facilitate smooth running of F&B services.
- 15.2. The organiser may call upon caterers who have signed an agreement with 2m2c (list upon request), or he may call upon caterers of his choice, such caterers shall comply with a specific agreement binding them to 2m2c, and which shall be directly addressed to them.

## **16. AUDIOVISUAL**

- 16.1. 2m2c has chosen DORIER SA as technical partner to whom its technical equipment has been entrusted. In order to ensure the smooth running of the event, the specifications (fire plans, key points and charges) as well as the list of material that could be brought over and used by the organizer must be received by Dorier at least 2 months before the event.

## **17. DRESSING ROOM / CLOAKROOMS**

- 17.1. 2m2c provides goods and services and assumes liability pertaining to operation for the needs of the event, of existing premises or premises specially set up as cloakrooms /dressing rooms. In such a case, 2m2c liability shall be limited to theft, disappearance or swapped garments or objects deposited in exchange for a numbered ticket; such liability shall never be extended to the contents of such objects of clothing or objects of value (cash, keys, jewellery, documents etc).
- 17.2. Should the cloakroom be operated by the tenant or the organiser, the latter shall be solely liable towards depositing third parties.

## **18. CLEANING**

- 18.1. In rooms not used for the exhibitions daily cleaning of rooms is included in the rental price. All other cleaning, notably that taking place between two sessions, shall be invoiced.
- 18.2. Cleaning services: The tenant shall call upon 2m2c which has its own cleaning service.
- 18.3. The premises and the installations must be handed back in good working order, and in a clean state. Any expenses incurred by extra cleaning as well as replacement of damaged equipment (carpeting, flooring, panels etc) shall be invoiced to the tenant.

## **19. FILMS, PHOTOGRAPHS, VIDEO TAPES**

- 19.1. No filming (films, photography etc) may be carried out inside the centre was out prior written agreement from 2m2c.
- 19.2. The tenant shall notify 2m2c at least 30 days before start of the event, of the title and the content of the films and videotapes to be shown during the event.
- 19.3. 2m2c reserves the right to prohibit the showing of a film or display of photographs or posters inside the building or around it, should it deem the latter contrary to its interests.



## **20. POSTERS AND ADVERTISING**

- 20.1. If 2m2c so requires, the tenant shall submit to it drafts of the various documents, photographs or films that the tenant intends to use as publicity tools for his event, or that he intends to distribute during the event. The tenant shall comply with conditions as to form, content, publication or distribution that 2m2c may reasonably impose, in its own interests.

## **21. SIGNING**

- 21.1. It is prohibited to put up posters, stickers, panels etc on the walls, floors, ceilings or columns of the building, outside the spots reserved for general signing and indications of events taking place inside the 2m2c enclosure. Such specific spots shall fall under special leasing.
- 21.2. All plans for putting up posters and signing shall be submitted to 2m2c management for written approval.
- 21.3. In the event of unauthorised posters, 2m2c may decide to remove them without notifying the tenant, all expenses to be borne by the tenant.

## **22. PLANS**

- 22.1 The plans supplied by the 2m2c are not contractual

## **23. ACTS OF GOD**

- 23.1. Before the premises are made totally or partially available, the parties to the contract may be exonerated from their commitments should events make it objectively impossible to continue the event, in spite of due care. Depending on the type and extent of the incident, the contract may be either cancelled or postponed, within limits of 2m2c availability.
- 23.2. By acts of God is meant notably the occurrence of incidents or events of unusual intensity that are unforeseeable, insurmountable and that are beyond either of the contracting parties.
- 23.3. Natural large scale phenomena, conflict, riots, threats in the course of occurring or about to occur, explosions, and fire impacting on the premises or the equipment; public services industrial action, the extent of which does not allow any substitute solution, may where applicable, constitute an act of God.
- 23.4. From the time the premises are totally or partially made available, the tenant and his insurers shall solely bear liability for risks inherent in the event, of whatever nature. The tenant shall no longer be able to invoke any event in order to be released from his liabilities towards 2m2c.
- 23.5. The following notably do not constitute acts of God:
- Failure to obtain, or the cancellation of, through the tenant's fault, authorisations required for carrying out the event (whether such authorisations be local, national, safety-related etc),
  - Malfunction or events impacting the person of either of the parties to the contract should such malfunctions or events be deemed foreseeable and resolvable by reasonable means, however costly,



- The non appearance or inability of a third party to the contract, notably one of the tenant's service providers or contractors,
- The possibility of financial or commercial loss of whatever extent, as compared to looked-for or expected results.

23.6. In clear cases of acts of God, the tenant shall be refunded sums paid to 2m2c after deduction of any expenses incurred on his behalf and for purposes of carrying out his event.

23.7. In the place where the contract can be postponed, such sums shall remain in the possession of 2m2c.

## **24. TRANSPORT AND CUSTOMS**

24.1. For all questions regarding international transport and customs clearance and the tenant shall obligatorily call upon the forwarding agent authorised by 2m2c:

SEV – Société des Entrepôts Vevey SA  
Avenue Reller 1, Case postale, CH-1800 Vevey 1  
☎ +41 (0)21 921 10 78, Fax +41 (0)21 921 65 63  
[sev.vevey@sevpf.ch](mailto:sev.vevey@sevpf.ch) / <http://www.sevpf.ch>



## **25. PACKAGING**

- 25.1. For safety reasons, the firefighting department does not tolerate empty packaging materials being left in the stands. Such materials shall be removed before opening and then brought back at the end of the event by the company appointed by 2m2c management.
- 25.2. Loose packaging, used carpeting, used covers and objects that are not immediately in use or no longer required for carrying out the event shall be placed or poured into the spaces exclusively provided for that purpose.
- 25.3. Residual materials, articles and waste shall be carried out by the tenant, to designated places and within allotted times.
- 25.4. At all times, such residual packaging, articles or waste shall be kept out of sight and out of reach of visitors or participants. 2m2c reserves the right to remove at the tenant's expense, any abandoned object without being made liable for loss or damage that may arise from such removal.

## **26. SPECIAL PRESCRIPTIONS**

- 26.1. Any personnel or machines made available by 2m2c for the assemblage of any material belonging to the tenant shall be separately invoiced.
- 26.2. Working days for assemblage and dismantling may be subject to preferential tariffs depending on total duration of the event and the exact requirements for installation and dismantling.
- 26.3. 2m2c shall be solely competent to carry out assemblage of the partitioning structures, known as the primary structures that mark off the areas occupied by the event.

## **27. PLACE OF JURISDICTION AND APPLICABLE LAW**

- 27.1. The parties to the contract designate Vevey as the attribute of place of jurisdiction for any litigation that may arise from the contract and present regulations.
- 27.2. Swiss law is applicable to the booking contract and to the present general conditions, in the event of litigation as to application or interpretation.

## **28. EFFECTIVE DATE OF PRESENT REGULATIONS**

- 28.1. By signing the contract, the tenant acknowledges that he is apprised of the present regulations, and undertakes to observe the terms and conditions therein, and to oversee observance of them by his personnel and all occupants associated with him.
- 28.2. The 'General Sales Conditions' exist in French, in German, and in English. In the event of any discrepancy, the French version shall prevail.