



**CHRISTKINDLI
M  RKT
LUZERN & ZÜRICH**

**8TH LUCERNE CHRISTKINDLIMARKT
IN THE RAILCITY OF LUCERNE
FROM 27TH NOVEMBER UNTIL 22ST DECEMBER 2010**



REGULATIONS 2010

as of January 2010

Prices and dates subject to change





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FOREWORD

REGARDING THE NEED FOR REGULATIONS

These are the regulations for the Lucerne Christkindlimarkt in the RailCity of Lucerne. We have brought together all the key requirements, stipulations, dates and information in these regulations. Please read this document carefully; it forms the binding basis for our collaboration.

Thank you for your cooperation
and understanding.

The Organisational Committee
Christkindlimarkt



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8TH LUCERNE CHRISTKINDLIMARKT IN THE RAILCITY OF LUCERNE FROM 27TH NOVEMBER UNTIL 22ST DECEMBER 2010

These regulations form an integral part of the stand operator's contract.

1. Organisational Committee (OK) of the Christkindlimarkt

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From 25. November 2010 +41 (0)79 210 90 90
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2. Name of the event

8th Lucerne Christkindlimarkt in the RailCity of Lucerne

3. Venue

RailCity Lucerne

4. Date

From 27th November until 22st December 2010



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5. Rent

Ground rent

All prices are specified exclusive of VAT at 7.6 %. The ground rent for a 3 x 2 m (6 m²) ABC hut at the Lucerne Christkindlimarkt

is CHF 5000.00. The individual sales stands can only be rented for the full duration of the market. No partial or sub-letting is permitted.

The following ancillary costs must also be added:	Food stand	Non-food-stand
Basic electrical installation incl. rent for electric control boxes	CHF 275.00	CHF 225.00
Fixed basic power costs for interior lighting, decorative, illuminated wreaths, exterior roof lighting, radiators*	CHF 99.00	CHF 99.00
Fresh and waste water	CHF 35.00	–
Basic cleaning of the ABC hut before stand operator moves in	CHF 16.00	CHF 16.00
Security service (night surveillance, barriers)	CHF 150.00	CHF 150.00
Interim total	CHF 575.00	CHF 490.00
Plus administrative costs 3%	CHF 17.25	CHF 14.70
Total ancillary costs	CHF 592.25	CHF 504.70

* At the start of the market, the electrical installations of each individual stand will be tested. If additional equipment, such as lighting, engraving machinery, food equipment, etc., is connected, the additional power consumed will be estimated by the electrical company supplying OK Christkindlimarkt and will be invoiced separately at current market prices.

After the market, OK Christkindlimarkt will draw up a detailed invoice and charge the total of all ancillary costs (see list) and additional costs (penalties, additional power consumption, hire of fire blankets, etc.).

Sales-related rental

If 15 % of sales revenue is more than the ground rent, the resulting difference will also be charged. If 15 % of the sales revenue is less than the ground rent, then only the ground rent, the ancillary and additional costs will be payable.

Advance charge

For any repairs to the ABC hut, an advance

charge of CHF 500 is levied. The organisational committee reserves the right to charge Swiss stand operators that have already taken part in the Lucerne Christkindlimarkt an advance charge of CHF 7,500.00. Stand operators from Switzerland who are taking part for the first time, as well as stand operators from abroad, must pay CHF 7,500.00 in advance. The advance payments will be taken off the final bill, and any refunds will be issued at this point. The advance payments are not taxed.

Sales guarantee

The organisational committee reserves the right to request a sales guarantee of CHF



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50,000.00 from stand operators. This applies to stand operators selling food, jewellery, candles or silverware, for example. If the actual sales fall short of this sum, the ground rent is calculated on the basis of the sales guarantee, i.e. CHF 7,500.00 15% of CHF 50,000.00.

6. Market opening

Date	Saturday, 27 th November 2010
Time	10 a.m.

All stands must be set up and staffed by this point. If the opening is delayed, OK Christkindlimarkt reserves the right to annul the stand operator's contract instantly. In such cases, the ground rent (agreed minimum compensation as stated in the contract) will be kept back.

7. Market close

Date	Wednesday, 22 st December 2010
Time	6 p.m.

All stands must remain set up and staffed until this time.

8. Opening hours

Monday to Friday	11 a.m. – 9 p.m.
Saturday	10 a.m. – 8 p.m.
Sunday	10 a.m. – 8 p.m. (9 p.m. *)

* The dates for the long Sundays have not yet been confirmed).

Stand operators are obliged to keep their stands open during the specified opening hours. If the stand is opened too late or closed too early, the stand operators is obliged to pay a fixed penalty of CHF 25.00

per infringement. If there is a whole day when the stand does not open at all, penalties are to be expected.

For the market closure, the following applies: If a stand operator is in the process of serving a sole customer, the operator will be granted up to 30 minutes' more time. This only applies to the completion of service to customers that was started before the market closed. If new customers are served after the market has closed, a penalty of CHF 25.00 will be payable.

Furthermore, due to legislation regarding opening times, sanctions instigated by the local authorities must also be taken into account which OK Christkindlimarkt has no influence over. Fixed penalties will be charged with the final bill.

9. Information event

Date	Thursday, 25 th November 2010
Time	7 p.m.
Venue	Restauration conference rooms (1st floor), RailCity Lucerne

Participation at the entire information event is obligatory and will be monitored by OK Christkindlimarkt by means of a checklist of stand operators.*

* Consequences are to be expected in the event of absence.

Only one representative may attend per stand operator. Following a general welcome, an introduction to OK Christkindlimarkt, an explanation of the general market terms and conditions, decorative instructions



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and answers to any questions from stand operators, the documents for the acquisition of the ABC huts will be distributed.

10. Stand allocation

The stands will be allocated by OK Christkindlimarkt; placement requests mentioned in the application will be considered and – where possible – taken into account. OK Christkindlimarkt is permitted at any time (even during the Zurich Christkindlimarkt) to allocate a different spot in another location to the stand operator. OK Christkindlimarkt is not responsible to the stand operator for any damage or loss of revenue caused by the location or environment of his or her stand or any changes to such.

A change of location during the market that has not been instigated by OK Christkindlimarkt will be charged at CHF 300.00, to be added to the final bill. If the location changes for constructional reasons, this additional cost will not be payable.

11. Stand acquisition and inventory check

Date Thursday 25th November 2010
Time From 8 p.m. (following the information event, see point 9)

The ABC huts are handed over in stages, in order to avoid unnecessary waiting times. The different times will be told at the information event. With the confirmation of registration, we will tell the stand operator in detail when he or she will be able to acquire his or her ABC hut.

The following handover times are planned: information to follow.

Using the inventory list, the accessories and the status/condition of the stand must be checked immediately after acquisition. Problems, such as faulty or missing materials, must be reported to the officer in charge within two hours of acquisition. The officer in charge will check these problems on site and note them on the inventory list. Once the two-hour period has expired, the inventory is deemed accepted as complete and problem-free. The inventory is also deemed accepted as complete and problem-free on inventory lists that have not been countersigned by the officer in charge.

12. Return of stand and inventory following market close

The ABC huts, as well as the inventory, must be returned to OK Christkindlimarkt complete and in a clean condition. Problems will be logged and charged to the stand operator by OK Christkindlimarkt.

The following return dates are possible:

Date Wednesday, 22th December 2010
Time 7 p.m. – 10 p.m.

In order to make the returns process as efficient as possible, OK Christkindlimarkt will draw up a list of times during the last week of the market. Requests from stand operators will, where possible, be taken into account. The list of times is not binding for OK Christkindlimarkt, since unforeseeable delays may occur. The stand operator is obliged to remain at the stand until it is returned and to wait until handover is complete. If the stand operator does not attend the handover of the stand and inventory, or he chooses not to take part in the creation of



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the log, the log created by OK Christkindlimarkt shall be deemed as accepted by him or her. The stand operator is responsible for the ABC hut and inventory up to the point at which OK Christkindlimarkt has acknowledged their return on the log.

If a stand operator misses the last handover date (Wednesday, 22th December 2010, 10 p.m.), the stand will have to be dismantled, removed and the material stored by OK Christkindlimarkt. The costs of this will be billed entirely to the stand operator. The OK Christkindlimarkt accepts no liability for any resulting damage or loss of material.

The costs of repairing damage, the replacement of any missing elements and the cleaning of the ABC hut will be borne by the stand operator and these will be invoiced with the final bill.

The costs for damage to the ABC huts are taken from the following price list. The costs are deemed as accepted by the stand operator. OK Christkindlimarkt reserves the right to charge at a later date any concealed damage or any damage later discovered to be more extensive that has not been or has only been partially discovered at the creation of the return log.

Price list for ABC huts

Regular single plate	CHF 320.00
Window plate without wooden frame	CHF 220.00
Window plate with wooden frame	CHF 425.00
Wooden frame	CHF 205.00
Front single plate with locking system	CHF 380.00
Left gable plate	CHF 340.00
Right gable plate	CHF 340.00
Short roof wreath support	CHF 65.00
Long rear roof wreath support	CHF 97.00
Long front roof wreath support	CHF 120.00
Roof support	CHF 45.00
Counter	CHF 980.00
Corner stabiliser	CHF 66.00
Door strike plate	CHF 235.00
Front lock	CHF 39.00
Door bolt	CHF 31.00
Window bolt	CHF 34.00
Window handle	CHF 18.00
Door strike plates	CHF 3.50
Roof securing	CHF 36.00
Front opener	CHF 31.00
Fluorescent fittings	CHF 195.00
Fluorescent tubes	CHF 18.00
Radiators	CHF 220.00
ABC hygiene installations	CHF 2880.00
Waste water tank for hygiene installations	CHF 24.00
Water pump for hygiene installations	CHF 55.00
Boiler for hygiene installations	CHF 385.00
Waste bin for hygiene installations	CHF 24.00



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Metal mixer tap for hygiene installations	CHF	196.00
Boil-dry protection for hygiene installations	CHF	28.00
Fresh water tank for hygiene installations	CHF	39.00
Soap dispenser	CHF	48.00
Paper dispenser	CHF	31.00
4-way power board	CHF	21.00
Three-way adaptor	CHF	9.00
Locks	CHF	18.00
Type 2518 electric control box	CHF	780.00
Type 7400 electric control box	CHF	1240.00
Final cleaning	CHF	150.00
Removal of nails, staples or decorative elements	CHF	150.00
Cleaning of hygiene installations or bistro tables	CHF	150.00
Hinge	CHF	8.00
Changing of hinges	CHF	100.00

13. ABC huts

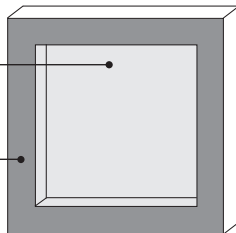
The ABC huts are made from LUJA-A (also known as Sasmox), which is a non-flammable material under normal conditions. The

**Sketch LUJA-A-plate
LUJA-A (Sasmox)**

It's forbidden to fix anything in the white area!

Wooden frames

Nails or bostiches can be driven in the grey area.



LUJA-A sheets must not be damaged. Nails, staples, screws and glue are forbidden. Nails can only be driven into the wooden frames (see diagram), and these must be removed again before the stand is returned. Everything installed in the ABC hut by the

stand operator must be removed again before it is returned. If OK Christkindlimarkt has to remove any installations, the cost of this will be added to the final bill. Costs arising from the repair of any damage to the ABC hut will also be added to the final bill.

Outside the ABC stalls, objects and decorations may only be set up or hung to the right and left of the structure (max. 30 cm, below the roof overhang). This specifically includes dining facilities, such as shelf boards or bistro tables, where space for these is available. Suitable bistro tables can be hired from the Christkindlimarkt's Organisational Committee for the duration of the market at a price of CHF 100.00 each and must always be secured to the market stall for safety reasons. The deadline for the handover and return of bistro tables will be announced at the information event.

For fire safety reasons, there must be absolutely no additional structures built onto the front of the stall, nor any objects set up or hung from it. The stand infrastructure is provided and must be used. No customised stands will be accepted. It should be noted that the risk of theft is greater with outdoor constructions.

No objects may be placed in front of the ABC hut. The stand infrastructure is provided and must be used. No customised stands will be accepted. It should be noted that the risk of theft is greater with outdoor constructions.

To discourage wilful vandalism, no objects may be left outside the ABC hut at night. They must be removed outside regular open-



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ing hours. OK Christkindlimarkt is entitled to remove any such objects and invoice the stand operator for the cost.

Each ABC hut has a power connection and OK Christkindlimarkt can, if requested, fit them with basic lighting (fluorescent light fitting), a counter and/or radiator (stand operators may not use their own sources of heating due to fire safety regulations). Non-use of these items does not reduce the basic power consumption cost. The ABC huts do not have wooden floors. The stand operator is responsible for providing insulation against the cold. Fire safety regulations must again be observed. Each ABC hut must have a fire blanket that can be hired from OK Christkindlimarkt for CHF 20.00. The door built into the back of the structure must be secured with two padlocks.

14. Parking permit

For logistical reasons, it is not possible to issue parking permits in advance. Stand operators can, however, buy long-term parking permits locally. The following parking facilities are located in the immediate vicinity of the station:

Bahnhofparking P1-P3, Tiefgarage Bahnhofplatz AG, Postfach 4856, 6002 Lucerne

Parkhaus Eiszentrum, Parkhaus REZ AG, Bireggstrasse 36, 6003 Lucerne

How to get there and other information can be found at www.parking-luzern.ch.

15. Deliveries/vehicles

Deliveries will take place after the informa-

tion event. Deliveries must be taken care of individually via the parking facility. Prior registration via the taxi bay has been cancelled due to a lack of demand. Detailed information regarding delivery on 27th November and 22nd December 2010 will be provided at the information event.

16. Postal shipments

The Swiss postal service will deliver packages and letters directly to the stand. To ensure this process is a smooth one, the address must contain the following information:

8th Lucerne Christkindlimarkt
in the RailCity of Lucerne
Stand No. (number)
Company
Name of the recipient
6003 Lucerne

OK Christkindlimarkt accepts no liability for delayed or lost postal shipments. Complaints should be directed to the Postzentrum, Frohburgstrasse 3, 6003 Lucerne (telephone number +41 (0) 848 888 888).

17. Range

At each stand, only the sale of the products/services determined in the contract is permitted. Any increase in the products/services available must first be requested in writing from OK Christkindlimarkt.

Participants may advertise their own range, their own products or their own shop with business cards, flyers and brochures. Third-party advertising for other products or companies of any kind is expressly forbidden.



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The Organisational Committee reserves the right to allow possible exceptions to this rule on written request before the market, provided the third-party advertising is in the interests of the Christkindlimarkt and therefore of all the market participants.

18. Sales dockets

The sales docket must be filled out each day and posted in the OK Christkindlimarkt box by midday the following day (see RailCity map, page 19). Sales are specified inclusive of VAT at 7.6 %. If the sales dockets are not submitted, are incomplete (no stand number, date or sum) or are submitted late, then the stand operator must pay a fixed penalty of CHF 25.00, which will be added to the final bill. OK Christkindlimarkt is entitled at any time to check the stand operator's business documents (including those at the business's office or base) to ensure they correspond to the declared figures.

19. Music, performances and shows

Music, performances, shows and loudspeaker addresses at the market stands must first be approved by OK Christkindlimarkt. The approval must be requested in writing before the market commences. Nuisance to other stand operators must be avoided.

20. Decoration

The ABC huts are decorated with illuminated wreaths on the front. Each stand operator is responsible for their own further stand decoration (excluding the roof). The success of the Christkindlimarkt is heavily dependent on the use of attractive decorations. OK Christkindlimarkt therefore requests all

stand operators to pay a lot of attention to this detail.

Attention: You are only allowed to use highly inflammable materials.

A competition will be held, and a prize given to the prettiest ABC hut.

1 st prize	CHF 600.00
2 nd prize	CHF 500.00
3 rd prize	CHF 400.00
4 th to 6 th prize	CHF 150.00

All visitors can vote on the www.christkindlimarkt.ch website for the ABC hut they like best. As well as the visitors, an objective panel of experts will assess the décor, quality and presentation of each stand. The prize-winning ABC huts will receive a quality certificate. OK Christkindlimarkt will deduct the prize money from the costs invoiced in the final bill.

21. Rooves

No decorative elements may be placed on the white rooves of the ABC huts in order to ensure a standardised appearance for the market. OK Christkindlimarkt is entitled to remove any such decorations and invoice the stand operator for the cost.

22. Lights

In the evening, the plug for the interior light must be unplugged. The exterior lighting decorations remain switched on overnight. This instruction must be complied with. A notice will be given out at the information evening, telling everyone – including temporary workers – what they must do. This



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notice must be hung up in a clearly-visible place in the ABC hut.

23. Radiators

If a radiator is installed, this must without fail be switched off overnight, since otherwise its function could be impaired. If this should occur due to non-compliance with this instruction, the repair costs will be invoiced to the stand operator. Moreover, a heater left on overnight could jeopardise the stand operator's own ABC hut and the entire market. Caution is therefore advised when using electric heaters.

24. Goods storage

The storage of goods behind or next to the ABC hut is not permitted.

25. Waste

Waste bins behind or next to the ABC hut are not permitted. Large dumpsters will be available across the entire market.

Boxes should not be stacked up next to the dumpsters, but rather broken down and deposited, folded up, in the dumpster. If OK Christkindlimarkt has to remove any waste, the cost of this will be added to the final bill. The use of the dumpsters by stand operators is permitted only between 9 p.m. and 10 p.m., and on Saturdays and Sundays between 8 p.m. and 9 p.m. During the day, empty boxes and other waste must be stored inside the ABC hut. If this regulation is not followed the stand operators has to pay a penalty of CHF 25.00. Additionally, a container will be provided after the market has ended.

26. Toilets

The sanitary facilities are located on the ground floor, near the Coop.

27. Advertising contribution

OK Christkindlimarkt carries out intensive advertising for the Christkindlimarkt event. With radio commercials, advertisements, posters, the www.christkindlimarkt.ch website and the Christkindlimarkt magazine are just some of the ways the event is publicised. Stand operators are obliged to contribute a flat sum of CHF 300.00 towards the cost of these advertising measures. With the "Bronze" advertising contribution package, the stand also features in the list of stall operators on the Internet and in the Christkindlimarkt magazine. This sum is mandatory. Stand operators who wish to advertise more choose the "Silver" or "Gold" packages.

For more information, take a look at the media data on the www.christkindlimarkt.ch website, under navigation item „Stand operators/Advertising“.

28. Emergencies/accidents

The Permanence Medical Centre, in the basement of RailCity Lucerne, can be consulted from Monday to Sunday, 24 hours a day, without prior registration (telephone +41 (0)41 211 14 44).

29. Theft

Theft must be reported by the stand operator immediately to the Lucerne cantonal police in the RailCity of Lucerne (+41 (0) 41 248 81 55). OK Christkindlimarkt (+41 (0)79 207 90 90) may be able to assist in the event of difficulties, but cannot be responsible for



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reporting theft to the cantonal police.

30. Exclusions

Stand operators who behave inappropriately, do not follow the instructions of OK Christkindlimarkt or do not fulfil their contractual obligations may be excluded from the market with immediate effect by OK Christkindlimarkt. In such cases, all ground rent paid will be forfeited.

31. Authority provisions/ legal requirements

Stand operators are obliged to observe the provisions and requirements that pertain to the market and comply with all legal obligations. This includes ensuring that all machinery and equipment has safety features that comply with accident prevention regulations. All items at the stand must be operated and administered by qualified personnel. It is recommended that stand operators familiarise themselves with the commercial, health and safety and building police regulations pertaining to the goods they are selling by contacting the responsible authorities directly. OK Christkindlimarkt accepts no liability for authority-imposed regulations, bans, penalties, etc. due to advertising, products, services, labour law, etc.

32. Customs duties on imported goods

Goods must be registered without prompting upon crossing the border. You will require either a docket or “Freipass” (obtained from the Swiss customs authorities or haulage company). We recommend familiarising yourself with the customs procedures before crossing the border. The Carnet ATA applies only to goods used for demonstrati-

on, show or order-taking – these goods may not be sold. In such cases, the transported items must be listed individually and in triplicate by consecutive number, type and price. The price stated must be the one at which the goods will be offered in Switzerland. Foreign currencies will be converted according to the exchange rate on the day. For goods that are imported with a docket or “Freipass”, import deliveries must be warranted with a cash deposit. This is around 8 % of the total value declared on the list, rounded up to the nearest CHF 50.00. This is a flat-rate sum that includes VAT (7.6 %) and any customs duties. The customs authorities reserve the right to carry out spot checks.

33. For foodstuffs

Upon delivery, foodstuffs must be cleanly packaged, and perishable food must also be chilled. The production of foodstuffs for commercial purposes in private premises such as apartments or garages is forbidden. Perishable foods must be kept chilled. The maximum temperature is +5°C. A thermometer will measure the temperature. These values must be logged in writing. Producers, handlers, storers, transporters or deliverers of food must ensure that the food:

- Is protected from external influences
- Is stored in a clean and tidy manner.
- Is not negatively affected by substances hazardous to health or otherwise
- Only comes into contact with clean and intact vessels, packaging, equipment tools, etc.
- Is not affected by pests, parasites or other animals.
- The sales stand must also be covered and have adequate protection against spit as



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well as a smooth, crack-free and washable work surface.

Handwashing facilities must have running water, liquid soap and disposable towels available. Where food is processed on site, a sink with hot and cold water must be available. Mobile sales stands in which food is processed must be connected to the public water supply if they operate for more than three days. For food stands at the Christkindlimarkt, the use of hygiene installations, i.e. fresh water tap with instant water heater (cold and hot water) is obligatory at each stand. The rent for the total duration of the market is CHF 400.00. Stall operators' own equipment is not allowed. The deadline for the handover and return of hygiene installations and/or bistro tables will be announced at the information event. Fresh water can be obtained at the central delivery point in the basement. Waste water must be disposed of by stand operators in accordance with separate instructions. For fresh water, stand operators will pay a flat rate of CHF 35.00 (see Rent – Ancillary costs/point 5). You are only allowed to use electric equipment, no gas.

For hygiene reasons, anyone working with food must not smoke. Waste must be collected in an orderly manner and disposed of according to regulations. Inspections resulting in complaints will be charged for. Food must be handled in accordance with legal requirements. Operators of mobile sales stands are also obliged to monitor themselves. This self-monitoring activity must be documented in writing and must contain at least the following elements:

Description of stand

Name, address, responsibilities, range of products, extent

Risk analysis

Suppliers/purchasing, goods inwards
Storage, production, handover, cleaning.

Work instructions

Who does what when, how (purchasing, temperature monitoring, data monitoring, cleaning schedules).

Records

Documentation of monitoring measures and deviations and the resulting measures.

In summary, the handling of self-monitoring measures must follow these basic principles:

- Say what's done
- Do what's said
- Confirm that it's being done

Sellers of alcoholic drinks must take into account these principles:

The serving of fermented alcoholic drinks such as wine and beer to children under the age of 16 or of other alcoholic drinks to children under the age of 18 is generally prohibited. Alcoholic drinks must be offered in such a way that they are clearly distinguishable from non-alcoholic drinks.

The terms of the legislation regarding alcohol also apply. A clearly-visible sign must be put up at the point of sale, pointing out in clearly-legible print that the sale of alcoholic drinks to children and young people under the age of 18 is prohibited (...) (Food Ordinance Art. 37a). OK Christkindlimarkt can



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provide such a sign. Stand operators may only use this sign. The main statements of the legal regulations are:

Youth protection legislation prohibits the sale of

- Alcopops, spirits and aperitifs to under-18s
- Wine, beer and fermented fruit juice to under-16s

Staff must in cases of doubt request ID and check the customer's age. The food inspectorate will be happy to assist if you have any queries:

City of Lucerne
Food Inspectorate
Vonmattstrasse 16
6002 Lucerne
Telephone +41 (0)41 248 84 03
www.laboratorium.lu.ch
www.stadtluern.ch/de/dokumente/publikationen

34. Precious metals control legislation

The regulations regarding the transport of precious metals and precious metal goods in Switzerland are defined in the Law Pertaining to Precious Metals (EMKG – SR 941.31) and the associated Precious Metals Control Ordinance (EMKV – SR 941.311).

The law and the associated ordinance can be found on the Internet at the following addresses:

EMKG
www.admin.ch/ch/d/sr/c941_31.html
EMKV
www.admin.ch/ch/d/sr/c941_311.html

All precious metal and valuable metal objects traded, be they manufactured in Switzerland or abroad, must be labelled with a legal purity content specification – expressed in thousandths – and a responsibility mark that is lodged with the central office for precious metal controls. Precious metals, as defined by the law, include gold, silver, platinum and palladium.

Valuable metal objects must also be stamped with an indicator of the non-precious metal used. Plaqué objects must bear the plaqué mark prescribed in the legislation on precious metals and the responsibility mark.

Further detailed instructions can be found at www.ezv.admin.ch/zollinfo_firmen/index.html?lang=de.

For further information and to register a responsibility mark, please contact:

Eidgenössische Zollverwaltung EZV
Zentralamt für Edelmetallkontrolle
Monbijoustrasse 40
3003 Bern
Tel. +41 (0) 31 322 66 75
www.ezv.admin.ch

35. Stand operators' liability

The stand operator is liable for damage of all kinds caused by the operation of his stand, the goods and services offered at the stand, by his co-workers or by third parties. The stand operator is responsible for his ABC hut, including accessories, from the point of acquisition to the point of handover. He is liable for all damage caused during this period, regardless of whether the incident



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was his fault or not.

Procedure for repairs

Damage must be reported by the stand operator to the OK mobile number 079 207 90 90. OK will inspect the damage and discuss the next steps with the stand operator. Repairs must be paid directly. The costs will be invoiced with the ABC hut advance payment.

The stand operators are obliged to insure themselves against the consequences of damage. The minimum insurance cover permitted must include commercial liability insurance with a sum insured of CHF 1 million per claim. Proof of insurance must be submitted with the copy of the contract. Insurance against theft is the responsibility of the stand operator.

36. Exclusion of liability on the part of OK Christkindlimarkt

OK Christkindlimarkt accepts no responsibility for guardianship of the stand installations and, where legally permissible, absolves itself of all liability for loss of or damage to the inventory or the personal possessions of the stand operators and their staff. OK Christkindlimarkt will engage a security company whose staff will patrol the market grounds. This does not restrict the exclusion of liability of the part of OK Christkindlimarkt.

37. Postponement or cancellation of the market

OK Christkindlimarkt is entitled to postpone, shorten or extend the market due to important reasons or force majeure. Stand

operators shall in such cases have no entitlement to withdraw from the contract nor claim compensation.

If important reasons or force majeure mean that the market cannot be held, the stand operators will be refunded the rent paid, less any costs incurred and payable to OK Christkindlimarkt. OK Christkindlimarkt will draw up a final bill and add the individual stand operators' costs as a function of the agreed minimum rent.

38. Changes

Specifications, in particular date and times, will become null and void if OK Christkindlimarkt communicates changes to these in writing.

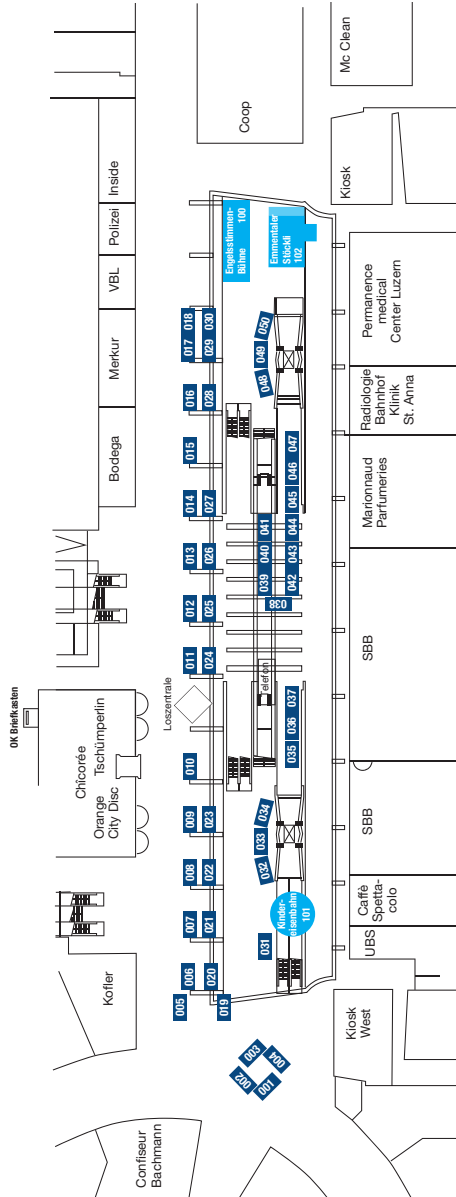
OK Christkindlimarkt reserves the right to make changes to these regulations at any time. All prices are quoted in Swiss Franks, and are subject to VAT.

2010 Edition | Version 01
Adliswil, January 2010



LOCATION

1. RailCity Lucern



Subject to change.

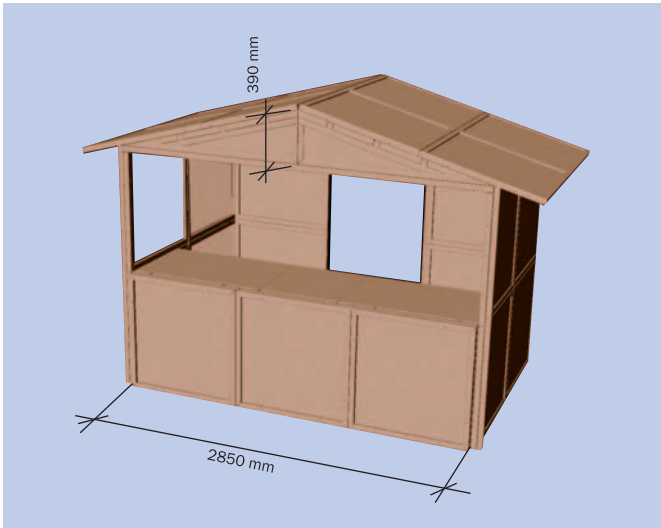


INFRASTRUCTURE

1. ABC-huts



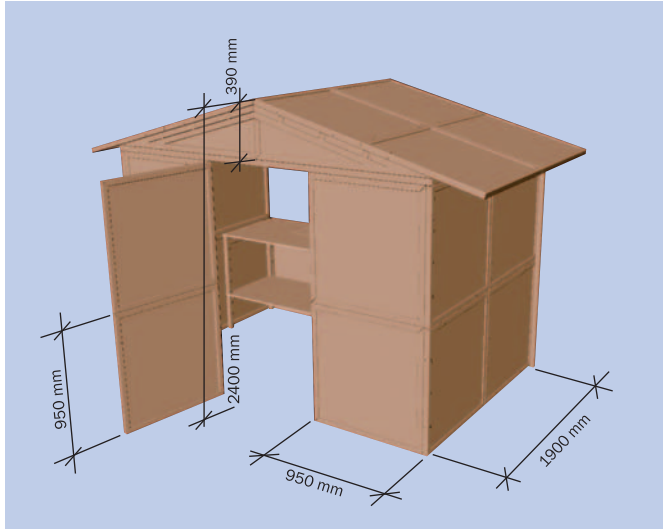
ABC hut at the 5th Lucerne Christkindlimarkt in 2007



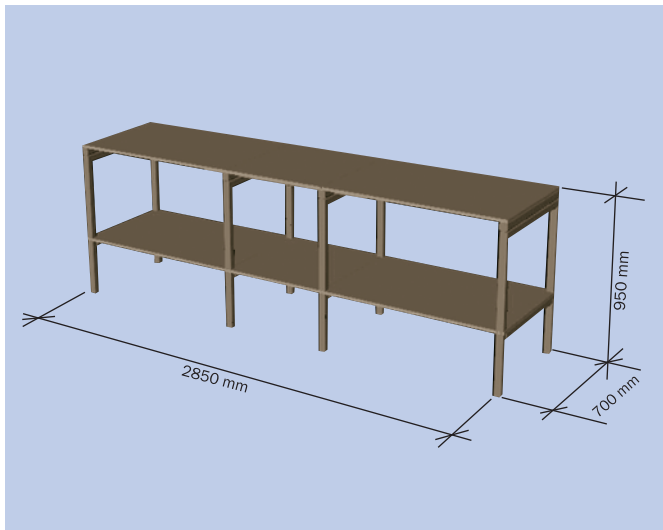
Front/sales front of ABC hut



INFRASTRUCTURE



Rear of ABC hut with entrance



Sales counter inside the ABC hut, with surface/storage surface below



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