

## **General Terms and Conditions for SWISS PAVILION organised by Swiss Medtech**

### **1. Application to participate and admission**

- 1.1. The exhibitors declare their interest to participate at the common booth Swiss Pavilion in writing.
- 1.2. If demand exceeds the number of available slots Swiss Medtech selects the participants according to the following criteria:
  - Repeated participation at the Swiss Pavilion
  - Date of registration
  - Membership of Swiss Medtech
  - Supplemental product line to the other exhibitors
- 1.3. The application is subject to an advance payment. 60% of the participation fee (the agreed «Participation Price»). It will be invoiced upon receipt of registration. Payment shall be made 20 days after receipt of the invoice. The remaining 40% will be invoiced 2 months prior to commencement of the exhibition. The total Participation Price must be paid prior to commencement of the exhibition. Potential additional payments that are not included in the Participation Price shall be invoiced after the date of exhibition. Invoices are payable within 10 days after receipt. Complementary to these Terms and Conditions the General Participation Conditions of MEDICA Düsseldorf shall apply.
- 1.4. If the exhibitor is in delay with the advance payment, Swiss Medtech is entitled to give notice to terminate the contract. In this case, the exhibitor will have to pay the entire Participation Price as a contract penalty.
- 1.5. Swiss Medtech is entitled to deny access to the Swiss Pavilion if the total amount of the Participation Price has not been remitted yet.
- 1.6. Swiss Medtech retains the exclusive right for allocation of the booth and area to an exhibitor.

### **2. Booth design**

- 2.1. The Swiss Pavilion is designed according to the guidelines of MPK (Messe- und Projektkommission) and takes the requests of its partners into consideration. By signing the exhibitor contract, the exhibitors agree to the overall concept and the given design.

### **3. Basic services**

- 3.1. Swiss Medtech assumes the overall responsibility for the organisation of the Swiss Pavilion and is contract partner of the exhibition management.
- 3.2. Swiss Medtech aims at minimising the costs for all exhibitors through an optimisation of all services rendered and through third party sponsoring of the Swiss Pavilion.
- 3.3. Swiss Medtech supports Pavilion exhibitors prior to, during and after the exhibition in the preparation and realisation of their booth.

### **4. Additional services**

- 4.1. All installations and services falling outside the framework of basic equipment are invoiced separately as additional services, representing Swiss Medtech's costs and time incurred.

### **5. Organisation and use of the booth**

- 5.1. Swiss Medtech may appoint and contract third parties for the organisation of the Swiss Pavilion («the Contractors»). Vis-à-vis the Swiss exhibitors and the exhibition management the Contractor shall act on behalf of Swiss Medtech, while Swiss Medtech remains the primary responsible party.
- 5.2. Swiss Medtech shall not be responsible for any nuisance of any kind that may result from the location of the booth or from its surroundings.

### **6. Transport, insurance and safety measures**

- 6.1. The packaging, round trip transport, customs clearance, warehousing and insurance of the goods to be exhibited shall be payable by each exhibitor unless Swiss Medtech explicitly agrees to any other arrangements.
- 6.2. Participation in the event does not include any insurance. Protection against risks of every type, such as civil liability, accident, illness, theft of and damage to property etc. shall be in the responsibility of each exhibitor.

### **7. Modifications and withdrawal**

- 7.1. If an exhibitor decides not to participate or reduces the scale of its initial participation, it must pay the full Participation Price and any costs incurred by Swiss Medtech in respect of additional services. In case of written notice of withdrawal or reduction of the booth is received prior to the start of the exhibition, the following refunds of the Participation Price and any additional costs incurred shall be granted:
  - 50% if Swiss Medtech receives the notice of withdrawal or reduction at least four months prior to commencement of the exhibition,
  - 20% if Swiss Medtech receives the notice of withdrawal or reduction at least three months prior to commencement of the exhibition.

If the written notice of withdrawal reaches Swiss Medtech less than three months prior to the commencement of the exhibition, the full Participation Price and any additional costs incurred shall be due and payable.

- 7.2. If an exhibitor finds a suitable replacement, it shall be exempted from payment of the Participation Price if such replacing party is paying the replacement costs instead. The original exhibitor shall nevertheless remain liable for payment of Swiss Medtech's additional costs, if any.

### **8. Exclusion of liability**

- 8.1. Swiss Medtech disclaims any liability for damages or loss suffered by exhibitors.
- 8.2. Swiss Medtech disclaims any liability if the exhibition needs to be cancelled due to a Force Majeure incident, including epidemic and pandemic events.

### **9. Applicable law and place of jurisdiction**

- 9.1. Swiss law shall apply. Place of jurisdiction is Bern, Switzerland.

Bern, May 2020