

**General Conditions common stand organized by Swiss Medtech**

**1. Application to participate and admission**

- 1.1. The exhibitors declare their interest to participate at the common stand in writing.
- 1.2. If demand exceeds the number of places Swiss Medtech chooses the participants according to the following criteria:
  - Repeated participation at the common stand
  - Date of registration
  - Membership of Swiss Medtech
  - Supplemental product line to the other exhibitors
- 1.3. The application obligates an advance payment. 60% of the participation fee will be invoiced upon receipt of registration if the registration date is four month or more prior to the exhibition. After that date 80% of the registration fee will be invoiced. The invoice is payable within 30 days.
- 1.4. If the exhibitor is in arrears with a payment, Swiss Medtech is entitled to give notice to terminate the contract on just grounds. In this case, the exhibitor will have to pay the agreed basic price as a contract penalty.
- 1.5. The allocation of the site and area of the stand is the exclusive right of Swiss Medtech.

**2. Stand design**

- 2.1. The common stand is designed according to the guidelines of Swiss Medtech and takes the needs of its partners into consideration. By signing the contract, the exhibitors agree to the overall concept and the given design. First-time exhibitors might have to pay non-recurring additional costs which will be listed separately.

**3. Basic services**

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

**4. Additional services**

- 4.1. All installations and services falling outside the framework of basic equipment are invoiced separately as additional services, taking account of the cost and time involved. The extent of individual services will be stipulated separately between each exhibitor and Swiss Medtech.

**5. Organisation and use of the stand**

- 5.1. Swiss Medtech may appoint third parties for the organisation of the common stand. Vis-à-vis the Swiss exhibitors and the exhibition management the latter shall act in place of Swiss Medtech, while Swiss Medtech remains the party in charge.
- 5.2. Swiss Medtech shall not be liable vis-à-vis the exhibitor for any nuisance of any kind that may result from the location of the stand 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 confirms that other arrangements shall apply.
- 6.2. Participation in the event does not include any insurance. Protection against risks of every type, such as civil liability, accident, illness, damage to property etc. shall be incumbent upon each exhibitor.

**7. Modifications and withdrawal**

- 7.1. If an exhibitor decides not to participate or reduces the scale of their initial participation, they must pay the full basic price and any costs incurred by Swiss Medtech in respect of additional services. If an early written notice of withdrawal or reduction of the stand is received, the following refunds of the full price 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 leasing price shall be due.

- 7.2. If the exhibitor finds a fitting replacement, they shall be exempted from the leasing payment provided that this is paid by that replacement. They shall nevertheless remain liable for payment of Swiss Medtech's additional costs..

**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.

Berne, May 2015