

# GENERAL CONDITIONS (SM\_AV\_2024:01E)

Revised 2024-11-25

## 1. DEFINITIONS

**The Event** is, for example, the congress, conference or meeting that the Purchaser wishes to carry out.

**The Purchaser** is the person – a legal or physical entity – who is responsible for the payment in accordance with the Basic Contract as regards the Supplier for all or part of the Event.

**The Supplier** is the company that provides the Purchaser with services in accordance with the Basic Contract.

**The Order** consists of all of the services ordered by the Purchaser that the Supplier, in accordance with the Basic Contract and any subsequent later confirmed additional orders, undertakes to provide to the Purchaser.

**The Order Value** is the agreed price for the entire Order including the price of any supplementary orders or the total of the ordered number of Participants multiplied by the agreed price per Participant, as well as the price of any supplementary orders.

**A Participant** is a person taking part in the Event.

**An Exhibitor** is the person who buys the exhibition space / exhibition package for the Purchaser's Event.

**The Sponsor** is the person who buys a sponsor place for the Purchaser's Event.

**Third Party Orders** are the supplementary orders that the Supplier orders from Third Party Suppliers on behalf of the Purchaser.

## 2. PARTIES AND THE CONTRACT

**The Parties** in these General Conditions are the Purchaser and the Supplier.

**The Basic Contract** is the contract that the Parties have agreed upon concerning the Event.

**The Contract** consists of the Basic Contract and these General Conditions.

## 3. VALIDITY

These General Conditions apply wherever relevant to all services according to the Order.

The period of validity shall be as is specified in the Basic Contract, and otherwise the period of validity shall be the time during which the Event or Events are carried out under the scope of the Basic Contract.

## 4. MUTUAL RANKING

In the event of conflicting information or interpretation the following ranking shall apply: 1) the Basic Contract, 2) to any applicable extent in the General Conditions covered by the Contract.

## 5. ORDERS

Orders are made verbally or in writing. When the Purchaser requests services from the Supplier, the Purchaser's request is binding until such time as it has been accepted or refused by the Supplier. The Supplier shall in writing (e.g., by e-mail), have confirmed an Order for it to be valid.

The scope of the Order follows from the Basic Contract.

## 6. CHANGES AND ADDITIONS

Changes or additions to the Basic Contract shall be made in writing and signed by authorised representatives of the parties.

## 7. CANCELLATION, ADDITIONS OR CHANGES

Anything stated under point 5 above concerning the Order also applies wherever applicable for cancellation, additions or changes to the Order.

A cancellation shall, however, always be made in writing by the Purchaser and be confirmed in writing by the Supplier.

If the Supplier incurs specific costs as a consequence of the cancellation, in excess of the value of the service in question according to the Order, such costs shall be met in full by the Purchaser.

### CANCELLATION OF ALL OR PART OF PROJECT MANAGEMENT

In the event of cancellation of all or part of services that involve project management, the Purchaser shall pay:

the value of time spent on the project but at least 25% of the Order Value.

### CANCELLATION OF PARTICIPANT MANAGEMENT

In case of cancellation/reduction of participant management and/or registration, the Purchaser shall pay:

75% of the value of the participant management and/or registration according to the Order.

### CANCELLATION OF ABSTRACT MANAGEMENT

In case of cancellation/reduction of abstract management, the Purchaser shall pay:

75% of the value of the abstract management according to the Order.

### CANCELLATION OF OTHER SERVICES

In case of cancellation of other services such as evaluation surveys, websites, etc., the Purchaser shall pay:

100% of the value of the other services according to the Order.

### CANCELLATION OF ON-SITE STAFFING

In case of cancellation of services that involve on-site staffing ("personnel services"), the Purchaser shall pay:

- 75 % of the value of the personnel services according to the Order if the cancellation takes place later than 30 days prior to the first day of the Event; or
- 100 % of the value of the personnel services according to the Order if the cancellation takes place later than 14 days prior to the first day of the Event.

### CANCELLATION OF THIRD-PARTY ORDERS

In case of cancellation of third-party orders, the general terms and conditions of the third party apply.

The Supplier is entitled to receive the value for incurred costs in accordance with the third party order if the cancellation occurs after the agreement is signed.



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## 8. PRICING

The Basic Contract stipulates the prices applicable to the Order. All prices are stated, unless otherwise stipulated in the Basic Contract, in Swedish Crowns (SEK). Most prices are based on the scope of the Order and may be adjusted in the event of changes to the Order. If the Purchaser or Participant does not utilise all or part of the Order or declines to use all or part of what is included in the Event, this does not imply the right to a refund or reduction in the price.

The Purchaser shall provide funds to cover the costs of the Event, unless these are covered by participant fees or other sources.

## 9. PRICE CHANGES

If the costs of delivery according to the Order increase as a result of additional or raised taxes, devaluation, authorities' rulings or conditions comparable thereto, the Supplier has the right to apply surcharges equivalent to the increases in costs to the agreed price or price lists valid at any given time.

The Supplier's pricing structure is based on the service price index (SCB) of January in the year when the Basic Contract is signed and may be adjusted based on price developments until the start of the meeting. Statutory value-added tax is added to the prices above.

If the Supplier wants to make provision for price increases for reasons other than those mentioned above, it is the responsibility of the Supplier to state the surcharges that apply, and the grounds for making them, in the Basic Contract.

The Supplier shall immediately inform the Purchaser of any changes in prices.

## 10. PAYMENT AND PAYMENT TERMS & CONDITIONS

The Purchaser is solely liable for payment of the Order Value even if a certain amount is to be charged to a third party, for example a Participant or Sponsor. If a party other than the Ordering Party is to pay or be invoiced a certain amount of the Order, the Supplier must have approved this in writing. An administrative fee will be charged to the Purchaser if multiple invoices need to be sent.

The financial result of the event will accrue to the Purchaser. Any profit shall therefore accrue to the Purchaser, and any loss incurred in connection with the Event shall be borne by the Purchaser. After the completion of the Event, the Supplier shall provide a final report to the Purchaser as soon as complete documentation is available after the assignment.

For payment by invoice for Participants, an invoice fee will be added and charged to the Participant. In case of readdressing an already sent invoice or other changes to the invoicing, an administrative fee will be added and charged to the Participant.

Invoicing occurs continuously to Participants, Sponsors and Exhibitors according to order.

Unless otherwise specified in the Basic Contract, payment must be made no later than 30 days after the invoice date.

## 11. VALUE-ADDED TAX, ETC.

All prices given under the Contract, unless otherwise stated in the Basic Contract, are exclusive of VAT and any additional charges or fees or other additional taxes. VAT and additional taxes are payable per the current applicable VAT percentage and tax rate as set out under Swedish law. Payment of any additional fees and taxes is the responsibility of the Purchaser.

## 12. Delayed payment

In the event of delayed payment, interest on overdue payment is payable at the rate of 2% per month.

The Supplier also reserves the right, in the event of delayed payment, to levy a reminder fee in accordance with the Debt Collection Charges Act 1981 (Lag (1981:739) om ersättning för inkassokostnader m.m.). The right to charge interest on overdue payments and reminder fees does not deprive the Supplier of the right to take any other legal measures in relation to the delay of payment.

## 13. CLAIMS

If the Purchaser wishes to make a claim under the terms of the Contract it must be made in writing and without delay after the Purchaser has noted, or ought to have noted, the basis for any such claim. The claim shall however always be filed with the Supplier no later than 30 days following the completion of the Event in question.

## 14. INSURANCE

The Supplier has taken out liability insurance, which the Supplier shall provide on request.

The Purchaser shall arrange and maintain insurance adequate in terms of both liability and damages which may occur in connection with the Event. Each Sponsor/Exhibitor must have their own insurance.

## 15. PURCHASER'S LIABILITY

The Purchaser is responsible for submitting their request in a reasonable time to allow the Supplier to be able to deliver.

The Purchaser is also responsible for providing feedback during the process if the Supplier fails to meet the specified requirements.

## 16. SUPPLIER'S LIABILITY

In the event of any fault or failure in a service provided by the Supplier, the Supplier shall be granted immediate opportunity to rectify the fault or failure if possible. If the Purchaser has not been able to utilise the service as intended as a result of a fault or failure in the service which has been caused by the Supplier, the Purchaser shall have the right to receive a reasonable reduction in the value of the failed service according to the Order and the point in time at which the fault or failure occurred.



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## 17. CONFIDENTIALITY

Both Parties undertake, without any time constraint, to not disclose or divulge to any third party any Confidential Information concerning the other Party, the execution of the Event and Order, and to not use any such Confidential Information to any extent greater than what is necessary in order to carry out the intent of the Contract.

The term “*Confidential Information*” is intended to mean all and every information (technical, commercial or of any other nature), regardless of whether such information has been documented or not, with the exception of information such as:

- a) this which is commonly known or that comes to public knowledge in any way other than through a Party's breach of the Contract; or
- b) a Party having a responsibility to disclose information under the law, directive or similar legislation.

Each respective Party is responsible for that any other physical or legal person that either Party has engaged or is responsible for, e.g. employees, follows the conditions under this point 17.

## 18. TRANSFER AND GRANTING OF CONCESSION

Neither Party may, without the other Party's written approval, transfer or grant concessions in respect of its rights or responsibilities under the terms and conditions of the Contract, to a third party. A Party may transfer a regular demand for payment.

## 19. FORCE MAJEURE

The Supplier is exempt from liability for the omission to fulfil certain obligations per the Contract if the omission is based for reasons such as acts of war, strike, lockout, blockade, fire, explosion, flooding, major accident, authorities' intervention, significant restrictions in deliveries or other matters that the Supplier cannot be held responsible for and that impedes or that is unreasonably burdensome for the Supplier's ability to live up to the Contract and which could not reasonably have been predicted at the time at which the Contract was entered into. It is the Supplier's responsibility, when so deemed necessary, in invoking this point 19 to without delay and in writing advise the Purchaser of the emergency thereof, as well as its cessation.

Regardless of the aforementioned exemption from liability, either Party reserves the right to terminate the Contract with immediate effect if the fulfilment of a specific obligation is delayed by more than 30 days.

## 20. PREMATURE TERMINATION OF THE CONTRACT

Either Party has the right to terminate the Contract with immediate effect in writing, if:

- a) the other Party on repeated occasions neglects the Contract or significantly breaches the terms and conditions thereof under the Contract, and does not effect full rectification within 15 days of written notice thereof, or

- b) either Party is declared bankrupt, initiates negotiations for composition, enters liquidation or otherwise can be assumed to have become insolvent.

The Supplier reserves the right, without observing the aforementioned, to terminate the Contract in writing with immediate effect if the Purchaser defaults on payment under the terms of the Contract.

Termination shall be effected without unreasonable delay following the other Party having received or gained knowledge of the condition on which the termination is based.

## 21. DISPUTES

Disputes based on the Contract shall be settled in a public court in Sweden. The primary instance being the District Court in Gothenburg. Swedish law shall apply in the event of any dispute.

## 22. REPRESENTATIVES

The Supplier and the Purchaser shall each appoint a representative for contact with the other Party regarding matters relating to the Order. The other Party shall be notified in writing in advance if the appointed person is replaced by another person during the validity of the Basic Contract.

## 23. TRAVEL EXPENSES FOR THE SUPPLIER

For travel resulting from the assignment and/or ordered by the Purchaser, in addition to travel and subsistence allowances, compensation shall be paid at the regular hourly rate for the travel time required.

If not otherwise agreed, the fees shall be adjusted at each year-end in relation to changes in the service price index relative to the base month when the Basic Contract was concluded.

## 24. FINANCING CONDITIONS

The Supplier may, by special agreement with the Purchaser, offer the opportunity to pre-finance costs related to the Event and charge a fee equivalent to the prevailing reference rate plus four percentage points (annual interest). Billing will continue until corresponding revenue is received by the Supplier.

## 25. RIGHT TO INSPECTION OF ACCOUNTS, ETC.

During the term of the Contract and for an additional one year after the Basic Contract has expired, the Purchaser has the right to examine the accounting and reporting related to the Event in order to verify the accuracy of the information provided by the Supplier and to ensure that the Supplier has fulfilled the obligations specified in the Basic Contract. For this purpose, the Purchaser shall have access to the accounting and reporting related to the Event. Notice of the audit shall be given in writing in advance, and the audit shall be conducted promptly during office hours, and not hinder the Supplier's ongoing operations.



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## 26. COSTS AND EXPENSES INCURRED IN THE PREPARATION OF THE CONTRACT

Each Party is responsible for their own expenses associated with the preparation and negotiation of the Basic Contract.

## 27. LIMITATION OF LIABILITY

The Supplier's liability is limited to the performance of the organisational and administrative services specified in the Basic Contract. The Supplier is not responsible for lost profits from the Event, any defects or deficiencies in goods or services provided by third parties, or for indirect damages that may arise in connection with the planning and carrying out of the Event.



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