

# General participation terms

## ARTICLE I. ORGANIZER

Incheba, a.s., Viedenská cesta 3-7, 851 01 Bratislava 5, Slovak Republic (hereinafter referred to as the "Organizer")

## ARTICLE II. EXHIBITOR, CO-EXHIBITOR AND CONTRACTOR

THE EXHIBITOR is a natural or legal person that sends to the address of the Organizer a Binding Application, the receipt of which is confirmed by the Organizer via the sending of an invoice for the registration fee and exhibition area.

THE CO-EXHIBITOR is a natural or legal person active at the Exhibitor's exposition that is independently specified on the list and catalogue of exhibitors.

THE CONTRACTOR is a natural or legal person with a licence to perform assembly and disassembly of expositions registered in the Trade or Commercial Register.

## ARTICLE III. BINDING APPLICATION OF PARTICIPATION AND ASSIGNING OF EXHIBITION AREAS

1. The Organizer determines a theme and focus of the exhibition event.

2. To participate at the exhibition event, it is necessary to fill out a Binding Application and to accept the General Terms and Conditions of Participation.

3. The Application sent to the Organizer is binding for the Exhibitor, even if the Organizer cannot meet all requirements of the Exhibitor.

4. The Organizer rents out the exhibition area and reserves the right to decide on the acceptance, limits, extension or rejection of the Binding Application without a reason being stated.

5. The exhibition area will be made available to the Exhibitor to assemble the exposition on the date specified in the Organisational Guidelines. Payment of all invoices on the due date and an insurance contract concerning liability for damage caused by their own conduct in line with Article XIII(3) are required for the exhibition area to be handed over to the Exhibitor. The Exhibitor preparing the exposition on their own is also obliged to make a deposit for the exhibition area. The amount of the deposit depends on the size of the rented area and is specified in the Organisational Guidelines.

6. The Exhibitor undertakes to take over the area no later than 12.00 o'clock on the day before the event is due to start. In cases where the exhibitor fails to take over the area at the specified time, the Organizer reserves the right to use the respective area at his own discretion. The Exhibitor is not entitled to claim the return of payment or any other financial compensation.

7. The Exhibitor undertakes to occupy only the exhibition area that has been paid for. If the Exhibitor is interested in an expansion of the exhibition area, a written request must be sent to the Organizer.

The Organizer reserves the exclusive right to decide on the assigning of the exhibition area. The exhibition area may be expanded only upon written consent of the Organizer and for a fee. The fee is determined by the Organizer.

## ARTICLE IV. REGISTRATION AND RENTAL FEE OF EXHIBITION AREA AND SERVICES

1. The amount of rent for the indoor and open exhibition area is always specified in the Binding Application. Each partial square metre is counted as an entire square metre. The size of the smallest indoor area assigned is six sqm; for the open exhibition area, it is 12 sqm. An exception may be granted solely by the Organizer.

2. The Exhibitor may not rent the exhibition area to a third party.

3. Deadlines for the placing of orders of services are specified in the Catalogue of Services and Organisational Guidelines. The Organizer reserves the exclusive right not to accept any order of services placed after the deadline.

4. The Exhibitor undertakes to pay a fee for the Co-exhibitor

## ARTICLE V. PAYMENT TERMS

1. Upon the receipt of the Exhibitor's application, the Organizer sends to the Exhibitor a pre-payment invoice for the registration and rental fee and of the exhibition area in the full amount. The Exhibitor undertakes to pay the registration fee and rental fee for the ordered area on the day specified in the invoice. The day on which the invoiced amount is credited to the Organizer's account is considered the day of payment. Upon any breach of this condition, the Organizer reserves the right to withdraw from the contract.

2. The Exhibitor undertakes to pay to the Organizer for all ordered services on the date specified in the invoice. If the Exhibitor fails to pay the invoice by the due date, the Organizer reserves the right to charge the Exhibitor a sum equal to 0.05% of the invoiced amount for each day of delay.

3. A complaint concerning the payment of invoices to the Organizer must be made by the Exhibitor in writing within 14 days from the receipt of the invoice. After this period, the complaint will not be accepted.

4. If the Exhibitor failed to meet all obligations towards the Organizer, the Organizer reserves the right to withhold the exposition and exhibits and store them at the risk and expense of the Exhibitor. In case the Exhibitor fails to fulfil these obligations within 30 days, the Organizer reserves the right to arrange a public or private sale of the exposition and exhibits or use them at their discretion. The Organizer reserves the right to charge the difference between the sale revenue and receivables increased by the amount of costs connected with storage and sale.

5. Should the Exhibitor cancel his participation at the exhibition event, he undertakes to pay to the Organizer the cancellation fee as follows:  
- cancellation made more than 60 days before the event - 50% of the exhibition area and the registration fee  
- cancellation made from 30 to 60 days before the event - 75% of the exhibition area and the registration fee  
- cancellation made less than 30 days before the event - 100% of the exhibition area and the registration fee

6. The Exhibitor undertakes to send a written cancellation of participation to the Organizer which must be delivered to the Organizer in a demonstrable manner. If the Exhibitor fails to cancel the participation as specified above, they are obliged to pay to the Organizer, in addition to the cancellation fee, all damages incurred as a result of non-participation.

7. The Exhibitor also undertakes to pay the cancellation fee upon failure to pay the rental fee for the exhibition area and the registration fee.

8. If before or during the exhibition event, the Exhibitor declares bankruptcy, requests composition proceedings or winds up the business, the Organizer reserves the exclusive right to withdraw from the Contract while retaining the right to be paid by the Exhibitor.

9. If the exhibition event is not to be held, all applications and exhibition areas already assigned are deemed cancelled and all payments already made by the Exhibitors, less expenses related to the arranging of the exhibition event,

will be returned to them. These expenses may be partially or completely shared by exhibitors up to the maximum amount of 15% of the original rental fee of the exhibition area. This refund will be made within 90 days from the cancellation of the exhibition event.

## ARTICLE VI. EXHIBITS

1. The Exhibitor undertakes to present exhibits and offer services specified in the profile of exhibitors of the respective exhibition event.

2. The maximum weight of exhibits is 300 kg/sqm. If this weight limit is to be exceeded, a written consent of the Organizer is needed.

3. The Exhibitor/Contractor undertakes to set up and tear down the exhibits pursuant to the Organisational Guidelines.

4. The exhibition area, exposition and exhibits are always accepted by the Exhibitor, or a person authorised by the Exhibitor. If the Exhibitor or an authorised person is not present, the exhibit will be placed at the Exhibitor's risk and expense in a location specified by the Organizer.

5. The Exhibitor/Contractor undertakes to remove exhibits on the date of disassembly. If the exhibits are still in the exhibition centre of the Exhibitor after the date of disassembly, they will be removed and stored at the risk and expense of the Exhibitor/Contractor. The Organizer will release the exhibits to the Exhibitor/Contractor upon the payment of expenses for handling and storage services.

## ARTICLE VII. CUSTOMS AND FORWARDING SERVICES

1. The Exhibitor undertakes to order customs and forwarding services from the Organizer in writing.

## ARTICLE VIII. ASSEMBLY AND DISASSEMBLY OF EXPOSITIONS

1. The Exhibitor undertakes to inform the Contractor of the General Terms and Conditions of Participation, Organisational Guidelines, Technical and Safety Regulations of the Organizer, which are an integral part here of, and undertakes to ensure their compliance.

2. The Organizer determines the dates of assembly and disassembly works and reserves the exclusive right to determine who and under what conditions will be or will not be allowed to enter the exhibition centre to carry out assembly and disassembly works.

3. The Organizer reserves the exclusive right to grant an exception from the dates designated for assembly and disassembly works for a fee.

An exception may be granted only upon written consent of the Organizer and for a fee. The period cannot be extended on the last day of assembly works.

4. If the exposition is not prepared by the Organizer, the Exhibitor/Contractor is obliged to submit the following documents before the commencement of assembly works:

- Project documentation of the exposition for approval,
- Confirmation of a Contractor of the exposition (Catalogue of services - Form 7.6),
- Trade licence or an extract from the Commercial Register
- Approved project documentation of the exposition (Catalogue of services - Form 7.7),
- Deposit for the exhibition area ordered,
- Upon request, a document proving the payment for the exhibition area, services, fees for the approval of the project and an inspection of electrical wiring,
- An insurance contract concerning liability for damage caused by their own conduct (Article XIII(3)).

5. The Exhibitor/Contractor undertakes to ensure that the design of the exposition does not disturb or obstruct its surroundings and that it also does not exceed the floor plan of the rented exhibition area at the level of the exposition's ceiling structure.

6. The Exhibitor/Contractor undertakes to carry out assembly and disassembly works of the exposition only in the rented exhibition area.

7. The Exhibitor/Contractor undertakes to carry out production works in designated areas and for a fee, both of which are to be specified by the Organizer. Works such as sawing, milling, welding, carpentry works of large-scale formats, etc. at the rented exhibition area are prohibited.

8. The Exhibitor/Contractor undertakes to not pollute the surroundings of the exposition during its preparation.

9. The Exhibitor/Contractor undertakes to transport the assembly material through the designated gate of the exhibition hall. If requested by the Exhibitor/Contractor, a gate near their exhibition area may be opened by the Organizer for a fee.

10. Any interference with the fixed structures of the exhibition halls and areas is prohibited. The Exhibitor/Contractor undertakes to comply with this rule.

11. The Exhibitor/Contractor will order fixed overhead points solely from the Organizer under the conditions specified in the Catalogue of Services.

12. In case the Exhibitor/Contractor carries out assembly/disassembly works on their own, they undertake to remove all materials from the entire exposition.

13. The maximum height of the exposition in the exhibition halls, including the topmost point, is three metres; deviations are permitted by the Organizer for a fee pursuant to a valid pricelist.

14. The maximum height of the exposition at the open exhibition area is eight metres. Outdoor structures exceeding a height of three meters are permitted only after the submission of a structural designer's opinion, which also takes into account wind factors.

15. The Exhibitor/Contractor undertakes to use the ordered outlets for electricity, water and other technical media solely for his own needs.

16. The Exhibitor/Contractor undertakes not to enter exhibition halls with motor vehicles, trailers and other wheeled mechanisms. It is in the sole discretion of the Organizer to allow exceptions. In cases where motor vehicles are exhibited in the exposition, their tanks cannot be filled with fuel and batteries must be disconnected.

17. The Exhibitor/Contractor undertakes to return the rented exhibition area and exposition to its original condition after the exhibition event and return the ordered equipment used for the exposition in its original condition to the Organizer.

## ARTICLE IX. PROMOTION, ADVERTISING, SIGNS, CATALOGUES, OTHER FORMS OF PROMOTION

1. The Exhibitor is entitled to promote their products solely at the rented exhibition area.

2. All forms of promotion and advertising at the rented exhibition area causing noise, dust, combustion products, and/or vibrations, which put the safety of visitors and exhibitors at risk or disturb the course of the fair, are prohibited.

3. The Exhibitor undertakes not to exceed a noise level of 60 dB.

4. If playing musical recordings during the exposition, the Exhibitor accepts obligations under the Copyright Act and is liable to pay royalties to legal persons responsible for collective administration of copyright pursuant to the Copyright Act in the full amount.

5. The Exhibitor undertakes to place posters, advertising labels, billboards, banners, or other promotion items only in locations designated by the Organizer and for a fee.

6. The Exhibitor undertakes to distribute promotion materials within the exhibition centre via Bluetooth technology and BTS transmitters only upon written consent of the Organizer and for a fee.

7. The Exhibitor undertakes to use powerizers, stilts, bicycles, skateboards, skates, scooters and other promotional items or activities only upon written consent of the Organizer and for a fee.

8. The Exhibitor undertakes to provide free information required for a catalogue of exhibitors which is to be published on the occasion of an exhibition event. The Organizer is not liable for incorrect information provided by the Exhibitor. Information for the catalogue must be provided by the Exhibitor to the Organizer or an entity authorised by the Organizer on a prescribed form. The Organizer does not guarantee the publication of information provided after the deadline.

## ARTICLE X. RULES APPLICABLE DURING THE EXHIBITION EVENT

1. The Organizer reserves the right to change the date and opening hours of the exhibition event without being obliged to compensate the Exhibitor.

2. The Organizer reserves the right to determine who is or who is not allowed access to the exhibition event.

3. As specified in the order, the Exhibitor receives ID Badges, allowing free entry to the exhibition centre and exposition during the specified period of time. The Exhibitor's ID Badge is valid for one person only.

4. The Exhibitor/Contractor is liable for the conduct of their staff.

5. During the course of the exhibition event, the Exhibitor undertakes to be present at the exposition one hour before the start and one hour after the end of the event.

6. The Exhibitor is entitled to refuse entry to his exposition to certain persons. The Organizer must be allowed to enter the Exhibitor's exposition at all times.

7. Assembly works during the course of the exhibition event are prohibited.

## ARTICLE XI. CLEANING

1. The Organizer provides cleaning services and cleaning of shared premises in the exhibition centre. Cleaning of the exposition during the course of an exhibition event is ordered by the Exhibitor solely from the Organizer.

## ARTICLE XII. SECURITY

1. During the assembly and disassembly works and in the course of the exhibition event, the Organizer will provide general security of the exhibition premises. General security provided by the Organizer does not eliminate the possibility of damage occurrence. Individual security may be ordered for a fee by the Exhibitor solely from the Organizer.

## ARTICLE XIII. INSURANCE - LOSS

1. The Organizer is not liable for loss or destruction of, or any other damage, to the exposition, exhibits, equipment and accessories, packaging and wrapping materials and personal belongings, regardless of whether the destruction or other damage occurred to the Exhibitor, Co-exhibitors and Contractors, before, during or after the exhibition event.

2. The Exhibitor who did not order preparation of the exposition from the Organizer undertakes to demonstrate upon registration that he has concluded an insurance contract concerning liability for damage caused by their own conduct, which is valid for the entire period of assembly and disassembly works and during the exhibition event.

The Organizer requires that the Exhibitor/Contractor concludes, at their own expense, an insurance contract concerning liability for damage caused by their own conduct in the amount as follows:

|  |               |
|--|---------------|
| • exhibitors preparing the exposition at their own expense | 15.000,- EUR  |
| • exposition of up to 30 sqm                               | 30.000,- EUR  |
| • exposition of up to 50 sqm                               | 60.000,- EUR  |
| • exposition of up to 100 sqm                              | 90.000,- EUR  |
| • exposition of up to 200 sqm                              | 120.000,- EUR |
| • exposition of up to 300 sqm                              | 150.000,- EUR |
| • exposition of up to 400 sqm                              | 180.000,- EUR |
| • exposition of up to 500 sqm                              | 210.000,- EUR |
| • exposition of up to 600 sqm                              | 240.000,- EUR |
| • exposition of up to 700 sqm                              | 270.000,- EUR |
| • exposition of more than 700 sqm                          | 300.000,- EUR |

Where the Exhibitor/Contractor has no valid insurance contract, the Organizer is entitled to forbid him to enter the exhibition centre until the shortcoming is remedied.

## ARTICLE XIV. FINAL PROVISIONS

1. In case the exhibition event cannot take place or be held for the entire period of time due to reasons not caused by the Organizer ("vis major"), the Organizer will inform exhibitors to that effect. All obligations of the Organizer under the contract shall thus cease to exist. The Exhibitor has no right to claim any compensation.

2. Upon any breach of the General Terms and Conditions of Participation, Organisational Guidelines and Technical and Safety Regulations, the Organizer is entitled to exclude the Exhibitor from the participation at the exhibition event without being obliged to return any payments.

3. In situations not governed by these General Terms and Conditions, the Exhibitor follows the Organizer's instructions.

4. Relations and disputes between the Exhibitor and the Organizer are governed by Slovak law and in line with provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.

In Bratislava, on September 1<sup>st</sup>, 2008  
INCHEBA, a.s.