

# General participation terms

## ARTICLE I. ORGANIZER

Inceba, Inc., Viedenská cesta 3-7, 851 01 Bratislava V, Slovak Republic; Registry Commercial Register of the District Court Bratislava I, Dpt.; Sa, File No.10/B; ID 00 211 087; VAT ID: SK2020451411; Bank Details: CSOB Inc.; Bank Account: 584728213/7500; IBAN: SK30 7500 0000 0005 8472 8213; BIC (SWIFT CODE) CEKOSKBBX; CS: 0308; VS: Number of the Invoice (hereinafter referred to as the "Organizer").

## Article II. EXHIBITOR, CO-EXHIBITOR, CONTRACTOR

EXHIBITOR is a natural or legal person that sends to the address of the Organizer a signed Registration Form, and the Organizer does not reject the Registration Form within deadline. The Exhibitor undertakes to unreservedly fulfil all obligations arising from his/her participation, from participation of his/her Co-exhibitors and is also fully responsible for all entities authorized by the Exhibitor for the implementation of the stand and also for the shipping company.

CO-EXHIBITOR is a natural or legal person that operates at the exhibition stand of an Exhibitor, presenting exhibits, services, advertising panels, rollups, corporate logos, leaflets, video presentations, etc. The Exhibitor undertakes to pay the co-exhibiting fee before the start of the exhibition event (hereinafter referred to as "EE"). The Co-exhibitor, properly registered this way, will be fully listed in the List of Exhibitors as Exhibitor. In case the Exhibitor fails to abide by this point, he/she undertakes to pay the fee for Co-exhibitor and contractual penalty in the amount of the registration fee, on the basis of an invoice issued by the Organizer.

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

## Article III. PARTICIPATION REGISTRATION FORM AND ALLOCATION OF EXHIBITION SPACE

1. The basic condition for participation in EE is a duly completed and signed Registration Form, sent by the Exhibitor to the Organizer via post, e-mail, fax or in person.
2. By signing the Registration Form, the Exhibitor undertakes to abide by the General Terms of Participation, Technical and Safety Regulations and Organizational Guidelines.
3. The Registration Form sent to the Organizer is binding for the Exhibitor even in the cases when the Organizer cannot meet all requirements put by the Exhibitor.
4. By accepting the Registration Form from the Exhibitor, the contractual relationship between the Organizer and the Exhibitor is considered concluded. Exception to this rule occurs only in case the Organizer notifies the Exhibitor about rejecting the Registration Form in five work days since receiving the Registration Form. The Exhibitor is not entitled any claim for damages. In case the Organizer accepts the Registration Form from the Exhibitor, a proforma invoice for registry fee and rent of exhibition space in set amount is sent to the Exhibitor. The Exhibitor undertakes to pay the registry fee and rent for the ordered exhibition space in the period stated in the invoice. The day when the money is credited to the bank account of the Organizer is considered the day of payment.
5. The Organizer rents the exhibition space and reserves the right to decide about acceptance, limits, extensions or rejection of the Registration Form without a reason being stated.
6. The Exhibitor / Contractor undertakes to pay the deposit not later than during registration under conditions stated in the Catalogue of Services.
7. The Exhibitor undertakes to take over the area no later than at 12.00am on the day before the commencement of the EE. Exceptions are allowed only by the Organizer. If the Exhibitor fails to take over the area in the given time, the Organizer reserves the exclusive right to freely dispose of the unassigned area. The Exhibitor is not entitled to claim the return of payment or any other financial compensation.
8. The Exhibitor undertakes to occupy only the exhibition space that the Exhibitor paid for. In case of interest in area extension, the Exhibitor is obliged to apply in writing to the Organizer. The area extension is only possible with a written agreement of the Organizer under conditions listed in the Registration Form.

## Article IV. PAYMENT TERMS

1. The Exhibitor undertakes to pay the registration fee, rental fee for the ordered exhibition space and fee for the ordered services to the Organizer on the day specified in the invoice.
2. If the Exhibitor fails to pay the registration and rental fee and fee for ordered services in full amount within the deadline stated in the invoice, it is considered a fundamental breach of the Contract, enabling the Organizer to withdraw from the Contract. In such case the Exhibitor undertakes to pay a full contractual penalty from specific performance to the Organizer. By paying the contractual penalty all rights and obligations of the Parties shall cease.
3. In case the Exhibitor cancels participation in the event after signing the Registration Form, he/she undertakes to pay the cancellation fee to the Organizer in full amount of the rental fee for exhibition space, registry fee and fee for ordered services.
4. The Exhibitor undertakes to inform the Organizer in writing about the cancellation of participation that must be delivered to the Organizer in a demonstrable manner. If the Exhibitor fails to terminate the participation in such manner, he/she is obliged to pay all damages resulting from the cancellation to the Organizer, in addition to the cancellation fees stated in the Paragraph 3 of this Article.
5. A complaint regarding the payment of the invoice must be made by the Exhibitor in writing within 14 days since receiving the invoice. After this period no complaint will be accepted.
6. A complaint regarding works and services provided by the Organizer must be made by the Exhibitor without delay in writing and delivered to the Organizer no later than the end of the EE. After this period no complaint will be accepted.
7. 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 income from the sale and receivables increased by the amount of costs connected with storage and sale.
8. In case the Exhibitor declares bankruptcy, applies for composition proceedings or enters into liquidation before or during the exhibition event, the Organizer reserves the exclusive right to withdraw from the contract while retaining the right to be paid by the Exhibitor.
9. In case the exhibition event does not take place, all Registration Forms and assigned exhibition spaces will be deemed cancelled and Exhibitors will be refunded any fees already paid, less the costs associated with the provision of the event so far within 90 days from the cancellation of the exhibition event.
10. The amount of rent for inner and outer exhibition space is always stated in the Registration Form. Every partial square metre is counted as an entire square metre. The size of the smallest indoor exhibition space assigned is 6 m<sup>2</sup> and 12 m<sup>2</sup> for outer exhibition space. An exception may be granted only by the Organizer.
11. The Exhibitor is forbidden to rent the exhibition space (or any part of it) he/she was assigned to a third party or allow to use the exhibition space (or any part of it) by a third party in any way or manner. For the stated the Exhibitor needs an explicit and prior written consent of the Organizer. The Organizer reserves the right to refuse to grant such approval without stating any reason. Violation of this provision by the Exhibitor is considered a material breach of the Contract.
12. The deadlines for ordering services are specified in the Organizational Guidelines. The Organizer reserves the exclusive right not to accept any order of services placed after the deadline.

## Article V. EXHIBITS

1. The presented exhibits and offered services must comply with the thematic profile of the EE and with the profile of exhibitors.

2. The maximum weight of exhibits is 300 kg/m<sup>2</sup>. If this limit is to be exceeded, a written approval of the Organizer is needed.
3. The exhibition area, exhibition stand and exhibits are always taken over by the Exhibitor or a person authorized by the Exhibitor. In case the Exhibitor or the person authorized by the Exhibitor is not present, the exhibit will be placed at the Exhibitor's risk and expense in a location chosen by the Organizer.
4. The Exhibitor/Contractor undertakes to remove the exhibits within the disassembly. If the exhibits continue to remain in the premises of the exhibition area of the Organizer after the disassembly date, 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.
5. The Organizer is not responsible to the Exhibitor, Co-exhibitor and Contractor for loss, destruction or any damage caused to the exhibits regardless of a fact if the destruction or damage was caused before commencement of the fair, during it or after the end.

## Article VI. CUSTOMS AND FORWARDING SERVICES

1. The Exhibitor undertakes to order customs and forwarding services exclusively from the Organizer in writing and under conditions stated in the Catalogue of Services.

## Article VII. ASSEMBLY, COURSE AND DISASSEMBLY OF THE EE

1. The Organizer sets the date of assembly, course and disassembly of the EE, which the Exhibitor undertakes to respect and follow. The Organizer reserves the exclusive right to change the date of the EE and time of assembly, disassembly and opening hours of the EE. The Exhibitor is not entitled to any compensation.
2. Exception from official assembly date is only possible with the written consent of the Organizer and under conditions listed in the Catalogue of Services. The assembly period cannot be extended on the last day of assembly.
3. The Exhibitor undertakes to inform the Contractor, Co-exhibitor and personnel of the General Terms of Participation, Organizational Guidelines and Technical and Safety Regulations which form an integral part of the General Terms of Participation and undertakes to ensure their compliance.
4. If the exhibition stand is implemented by the Exhibitor or Contractor, the Exhibitor undertakes to submit the following documents at least 1 month before the commencement of the assembly:
  - a/ Confirmation of the Contractor of the exhibition stand (the Form 17 is a part of the Catalogue of Services) and trade license or extract from the Commercial Register
  - b/ Project documentation of the exhibition stand for approval
  - c/ Project documentation of the exhibition stand approved and confirmed by the Organizer (Form 18 is a part of the Catalogue of Services)
  - d/ Submitted upon request must be proof of payment of the exhibition space and services, and all fees related to the participation in the EE
  - e/ Insurance contract concerning liability for damage caused by their own activities under conditions stated in the Catalogue of Services
  - f/ Proof of the deposit
  - g/ List of names of all the assembly workers
  - h/ A valid certificate from workers who will carry out the electrical installation according to the Ministry of Labour, Social Affairs and Family of SR Decree 508/2009 Collection of Laws, in case of welding it is necessary to present a valid valid welding certificate of qualification and in case of special activities it is necessary to present all the certificates required
  - i/ A valid audit report on a protection and insulation of the electrical machinery, instruments and devices that will be used during assembly, exhibition course and disassembly

All of these obligations for the Exhibitor/Contractor are better specified in the Catalogue of Services and Organizational Guidelines.

5. The Exhibitor/Contractor undertakes to ensure that the design of the exhibition stand does not interfere with or restrict its surroundings and does not exceed the floor plan of the rented exhibition space not even at the level of the exhibition stand's ceiling structure.
6. The Exhibitor/Contractor undertakes to carry out production works in areas assigned for it and for a fee specified by the Organizer. Carrying out production work (such as sawing, milling, carpentry treatment of large formats, welding, etc.) and work on editing materials on the rented exhibition space is forbidden.
7. The Exhibitor/Contractor undertakes to not pollute the surroundings of the exhibition stand during its assembly and is obliged to carry out any adjustments solely using the vacuum cleaner.
8. The Exhibitor/Contractor undertakes to transport the exhibits and construction and assembly material only through the assigned gate of the exhibition hall.
9. Any interference with fixed structures of the exhibition halls and areas is forbidden.
10. The Exhibitor/Contractor will order attachment points only from the Organizer under the conditions stated in the Catalogue of Services.
11. The Exhibitor/Contractor undertakes to remove all material and exhibition stand during assembly/disassembly.
12. The maximum height of the exhibition stand in the exhibition halls including topmost point is three metres. Exceptions are permitted by the Organizer under conditions stated in the Catalogue of Services.
13. In case the walls of the exhibition stand (side and back) exceed the height of 2.5m and the exhibition stand does neighbour with the side or back wall of surrounding stands, the Exhibitor is obliged to leave the walls above the 2.5m without any graphic. Using the walls of the exhibition stand over the stated height from the side of the neighbouring exhibition stand for promotion is forbidden.
14. The maximum height of the exhibition stand in the outer exhibition areas is eight metres. Outdoor structures exceeding a height of three metres are permitted only after submission of a structural designer's judgment taking into account static of the structure, season and weather.
15. The Exhibitor/Contractor undertakes to use the ordered outlets for electricity, water and other technical media only for his/her own needs. It is forbidden to make more technical outlets from one outlet.
16. The Exhibitor/Contractor undertakes not to enter into exhibition halls with motor vehicles, trailers and other wheeled mechanisms. In case motor vehicles are exhibited, their tanks must be filled with such amount of fuel only necessary for needed manipulation and their batteries must be disconnected.
17. The Exhibitor/Contractor undertakes to return the rented exhibition space and exhibition stand to its original condition after the end of the exhibition event and return the ordered equipment used for the exhibition stand in its original condition to the Organizer.
18. Use of own electrical appliances and own extension cords is forbidden. Under conditions stated in the Catalogue of Services, the Organizer offers electrical appliances and extension cords.
19. The Exhibitor/Contractor is obliged to control and turn off all of the electrical appliances before leaving the exhibition stand. It is forbidden to connect the electrical appliances to a night electricity.
20. The Exhibitor/Contractor is obliged to enable the Organizer's workers an approach to the exhibition stand and area at any time for the purpose of control.
21. The Organizer reserves the right to decide who will be and who will be not granted an entry permission to assembly, disassembly and course of the EE.
22. The personnel of the Exhibitor is labelled with exhibitor card that is not transferable, only valid for 1 person and that enables a free entry to the EE in the given time. The Organizer reserves the right to immediately and permanently withdraw the card if this provision is violated.
23. During the course of the EE the Exhibitor is responsible for his/her exhibition stand and area one hour before the start of the EE and one hour after the end of the EE.
24. Assembly and disassembly works are forbidden during the course of the EE.
25. It is forbidden to smoke and manipulate with open fire in the exhibition area. Smoking is only allowed at assigned places.

## Article VIII. PROMOTION, ADVERTISING, PRESENTATION

1. The Exhibitor is entitled to promote their production and services only at the exhibition area assigned to them.
2. All forms of promotion and advertising at the rented exhibition space that cause noise, dust, combustion products, vibrations endangering the safety of visitors and exhibitors or disturb the course of the fair are forbidden. The Exhibitor undertakes to not exceed the noise level of 60dB.
3. In case of playing musical recordings in the exhibition stand, the Exhibitor fully accepts all obligations arising from the Copyright Act and responsibility for payment of royalties in relation to legal persons engaged in collective management of rights under the Copyright Act in full amount.
4. The Exhibitor undertakes to use jumping shoes, stilts, bicycles, skateboards, skates, scooters, segway and other promotional products, banners, rollups or promotional activities only in the exhibition area assigned to them.
5. For EE that are accompanied by the Catalogue of Exhibitors the Exhibitor undertakes to supply the required information for the catalogue for free. The Organizer is not liable for incorrect information provided by the Exhibitor.
6. The Exhibitor undertakes to distribute leaflets/promotional products only in the exhibition area assigned to him/her. Exception can only be granted by the Organizer under conditions stated in the Catalogue of Services. In case the Organizer finds out about unauthorized distribution, the Organizer reserves the right to expel the persons carrying out the distribution from the exhibition area and to dispose of the leaflets/promotional products.
7. Exceptions to the promotion and advertising activities can only be granted by the Organizer in writing and for a mutually agreed fee.

## Article IX. CLEANING

1. The Organizer provides cleaning services and cleaning of shared premises in the exhibition area. Cleaning of the exhibition stand during the course of EE must be ordered by the Exhibitor only from the Organizer under the conditions stated in the Catalogue of Services.

## Article X. SECURITY

1. During the assembly, disassembly and course of the exhibition event the Organizer provides the general security of the exhibition areas, by which the Organizer secures protection of the property of the Organizer and smooth course of the EE. The general security provided by the Organizer does not exclude the possibility of damage occurrence. Individual security may be ordered by the Exhibitor only from the Organizer under the conditions stated in the Catalogue of Services.

## Article XI. INSURANCE - LOSS

1. The Organizer is not liable for loss, destruction of, or any other damage caused to the exhibition stand, exhibits, equipment and accessories, packaging and wrapping and personal belongings of the Exhibitor, Co-exhibitor and Contractor, regardless of whether the destruction or other damage occurred before, during or after the exhibition event.
2. Contractor and Exhibitor whose exhibition stand is not implemented the Organizer undertakes to submit an insurance contract concerning liability for damage caused by their own conduct not later than upon registration. The Organizer requires that the Exhibitor/Contractor concludes at his own expense an insurance contract concerning liability for damage caused by his own conduct in the amount according to the size of the ordered exhibition space under conditions stated in the Catalogue of Services. If the Exhibitor/Contractor fails to have a valid insurance, the Organizer is entitled to forbid them an entry to the exhibition area until the omission is rectified.
3. The Organizer recommends to the Exhibitor insurance of exhibits, exhibition stand and other property in the exhibition stand, as addition to the insurance contract concerning liability for damage caused by their own conduct.

## Article XII. TECHNICAL AND SAFETY REGULATIONS

1. The Exhibitor declares to be informed about the following technical and safety regulations, undertakes to follow them during the whole course of the EE in the whole exhibition area and takes full responsibility for their compliance (complete Technical and Safety Regulations are part of the Catalogue of Services):
  - Prohibition of the use of open fires and handling it.
  - Smoking ban in all inner areas of the exhibition premises, smoking is only allowed in the assigned places.
  - Strict ban of placing the exhibits into communications in hall that serve as escape and fire communications, these have to stay free and unobstructed. The Exhibitor is only allowed to use the ordered and paid exhibition space that was approved by the Organizer;
  - Without approved project documentation the Exhibitor/Contractor will not be enabled to carry out the assembly of the exhibition stand.
  - On the last day of assembly it is necessary to reckon with longer registration times, material transport and implement of all the other additionally ordered services, thus it is necessary to use the whole assembly time.
2. During the whole rental period, the Exhibitor undertakes to comply with the Provisions of the Act no. 314/2001 Collection of Laws on Fire Protection as amended, and with the Provisions of the Act no. 124/2006 Collection of Laws on Health and Safety at Work as amended as well as with other applicable laws of SR and to duly educate their employees about these laws.

## Article XIII. 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. The Exhibitor/Contractor is fully responsible for compliance with the General Terms of Participation, Organizational Guidelines and Technical and Safety Regulations of the Organizer.
3. In case of breach of the General Terms of Participation, Organizational Guidelines and Technical and Safety Regulations the Organizer is entitled to exclude the Exhibitor/Contractor from the participation in the EE without being obliged to return any payments and fees and at the same time the Exhibitor/Contractor shall not be paid back deposit.
4. The Exhibitor gives consent to the Organizer for making video, audio and audio-video recordings related to the Exhibitor and his/her exhibition stand, as well as a consent for use of the made pictures and recordings for promotion of the event in the advertising materials, media and for own purpose.
5. Processing of the personal data stated in the Registration Form for the exhibition event: name, surname, address, telephone number and e-mail will be carried out for the purposes of pre-contractual relationships. The time period for processing of the personal data obtained from the accepted Registration Form on the basis of which a contract was concluded is 10 years. Unaccepted Registration Form will be disposed of. The exhibitor has guaranteed rights of the person concerned under the § 19 to § 28 of the Act no. 18/2018 Collection of Laws on the protection of personal data.
6. In situations not governed by these regulations, the Exhibitor follows the instructions of the Organizer.
7. Relations and disputes between the Exhibitor and the Organizer are governed by Slovak law and pursuant to the provisions of the Commercial Code no. 513/1991 Coll. as amended.