

## **GENERAL CONDITIONS OF PARTICIPATION**

### **Article I**

#### **The event organiser**

**Trade Fairs Brno, Výstaviště 405/1, 603 00 Brno (hereinafter “the trade fair administration”)**

### **Article II**

#### **Applications and the allocation of exhibition area**

1. A binding application for participation, in the form of an electronic application or printed forms A1, A2, A3 and A4, is binding on exhibitors. The trade fair administration rules on the acceptance of applications, any reduction or increase in the area ordered, and the dimensions and type of exhibition area. The trade fair administration is not obliged to accommodate requests from exhibitors for the placement of their exhibition stand.

2. The trade fair administration will send the exhibitor a written notification of the acceptance of the application after receiving a properly completed “Binding Application for Participation” form. The trade fair administration will notify the exhibitor of the placement and size of the exhibition area allocated by sending written confirmation of the allocation of exhibition area. This exhibition area will be made available to the exhibitor for the assembly of its exhibition stand at the time given in the trade fair administration’s Organisational Instructions. The exhibition area being handed over to the exhibitor is conditional to the payment of the price for the provision of the given exhibition area by the stipulated deadline.

### **Article III**

#### **The price for the provision of exhibition area (hereinafter “the price”)**

1. The price is always given in the application for participation or in a letter from the trade fair administration, unless agreed otherwise in a separate contract. Each whole or part square meter is counted as a whole square meter. The smallest area that may be allocated is given in the pertinent price list for each event.

2. The exhibitor may not let the allocated exhibition area to a third party without the prior written consent of the trade fair administration.

3. Should the exhibitor notify the trade fair administration in writing about not taking part in the exhibition before receiving a written confirmation of the allocation of exhibition area is this considered a violation of the contract on the part of the exhibitor. The exhibitor is obliged to pay the trade fair administration a contractual penalty for this violation to the amount of the registration fee plus 30 % of the total price. Similarly, should the exhibitor notify the trade fair administration in writing about not taking part in the exhibition after receiving a written confirmation of the allocation of exhibition area is this considered a violation of the contract on the part of the exhibitor. The exhibitor is obliged to pay the trade fair administration a contractual penalty for this violation to the amount of the registration fee plus 100 % of the total price. The trade fair administration is entitled to withdraw from the contract following a receipt of a written notification from the exhibitor regarding its non-participation. The obligations of the contracting parties arising from the contract expire on the payment of this contractual penalty.

4. The exhibitor must not occupy an exhibition area larger than that officially allocated. If an exhibitor is interested in a larger area, and when the given situation allows this, the trade fair administration must be consulted. It will then be for the trade fair administration to decide whether to agree to such enlargement. If the administration agrees the exhibitor is obliged to pay for the additional area occupied by the due date of payment given on the invoice issued by the trade fair administration.

## **Article IV**

### **Price and payment conditions**

1. The trade fair administration will issue the exhibitor with an advance invoice for the amount of the registration fee plus 30 % of the total price, along with written notification from the trade fair administration of the acceptance and confirmation of the exhibitor's application for participation in the exhibition. Exhibitors registered for tax purposes outside the Czech Republic will be invoiced an advance to the amount of the registration fee plus 30 % of the total price. The preceding sentence will not apply for foreign exhibitors who have an operation in the Czech Republic, i.e. a Czech legal entity and the exhibition area in question is provided to this operation. Along with confirmation of the allocation of exhibition area, the trade fair administration will send the exhibitor an invoice for payment for the total price reduced by the amount of the advance already paid. Invoices will be issued in accordance with valid legal regulations.
2. The trade fair administration is entitled to withdraw from the contract if the advance invoice is not paid by the due date given on it. In this case the exhibitor is obliged to pay the trade fair administration a contractual penalty to an amount corresponding to the invoiced sum. If the invoice is not paid by the due date given on it, the trade fair administration is entitled to withdraw from the contract and the exhibitor is obliged to pay the trade fair administration a contractual penalty to the amount of the registration fee and 100 % of the total price. The obligations of the contracting parties arising from the contract expire on the payment of this contractual penalty.
3. All prices for performance provided by the trade fair administration are prices agreed in accordance with the provisions of Act 526/1990 Sb. on prices in its valid wording. The price also includes lighting in the exhibition hall or on outdoor exhibition areas, heating or air-conditioning in the exhibition hall at times and under conditions stipulated by the trade fair administration in accordance with the technical parameters of the given exhibition areas, and basic cleaning in the exhibition hall or outdoor exhibition area. Unless agreed otherwise, the exhibitor is obliged to pay the trade fair administration for all ordered performance by the due date of payment given on the invoice. Prices given are not inclusive of VAT. VAT will be charged in accordance with the valid legislation.
4. For exhibitors based in the EU: If the exhibitor gives a valid tax number (for VAT) on his/her application, Czech VAT will not be charged on the invoice for the provision of exhibition area. If the exhibitor does not do so, then Czech VAT will be charged on the invoice at the current legal rate. For exhibitors based outside the EU: If the exhibitor gives a valid tax number (for VAT) on his/her application and submits to the trade fair administration a copy of confirmation of registration for this tax in his/her own state, Czech VAT will not be charged on the invoice for the provision of exhibition area. If the exhibitor does not do so, invoicing without Czech VAT will still be possible if the exhibitor submits to the trade fair administration confirmation issued by a tax authority or other state body to the effect that the exhibitor is engaged in business activity in his/her own country.

## **Article V**

### **Exhibits**

1. An exhibit is understood as an object (a product, goods or the right to intangible assets), which is bindingly registered and exhibited in the place stipulated by the trade fair administration and which corresponds to the orientation of the event.
2. An exhibitor is entitled to exhibit at the fair only exhibits of which it is the owner or entitled user and which are not illegal counterfeits of a tangible or intangible nature violating legal regulations relating to intellectual ownership valid in the Czech Republic. Should this be shown not to be the case, the trade fair administration is entitled to proceed in accordance with Article IX, paragraph 4 of these General Conditions of Participation. The trade fair administration will not be held responsible for any damages incurred by an

exhibitor as the result of any violation of this provision on the part of the exhibitor.

3. The exhibitor is obliged to report any changes to exhibits to the trade fair administration without delay. The prices of exhibits must not be displayed. The exhibitor takes note of, and respects, the fact that the trade fair is merely a contractual event and not a sales event, unless given otherwise for a specific nomenclature of the trade fair. The exhibitor must secure its exhibits against theft.

4. Bringing in and removing exhibits is subject to the instructions of the trade fair administration. The exhibitor is obliged to convey all installation material and exhibits to trade fairs and exhibitions postage paid to its stand. Handling and storage fees are charged on exhibits and installation material not removed by the deadline for the completion of dismantling.

5. Delivery of exhibits will be taken exclusively by the exhibitor. Should neither the exhibitor nor its representative be present, the exhibit will be deposited on the allocated exhibition area at the exhibitor's risk. Exhibits may not be taken out during the course of the event.

6. Exhibits registered by the exhibitor for presentation at the trade fair must correspond to the orientation of the given trade fair. The details on exhibits displayed, the profile of the company pertaining to the exhibitor, the agency and co-exhibiting companies given by the exhibitor in the Binding Application for Participation must be complete and truthful and must correspond to the facts. Should any divergence from the facts be discovered in the details on any exhibits given by the exhibitor in its Binding Application, the exhibitor is obliged to remove the given exhibit without delay at the request of the trade fair administration. Should it fail to do so, the given divergence is considered a fundamental violation of the General Conditions of Participation and the trade fair administration is authorised to proceed in accordance with Article IX, paragraph 4 of the General Conditions of Participation.

## **Article VI**

### **The construction and installation of exhibition stands, the assembly of exhibits**

1. Dates and times of assembly and dismantling and opening hours are determined by the trade fair administration. The trade fair administration may permit an exception to these deadlines at the request of an exhibitor or its authorised representative. The exhibitor will pay a fee in such cases. The Technical Safety Regulations and the Organisational Instructions of the trade fair administration, which are an integral part of these General Conditions of Participation, are binding on the construction of stands and the displaying of exhibits. The trade fair administration will not permit the operation of the stand if these are not observed. The Technical Safety Regulations are given in the trade fair administration's Order Block for Work and Services and at the Internet address of the trade fair administration at [www.bvv.cz](http://www.bvv.cz) and on the WebPages of the given event.

2. The official contractor for stand construction is the company Trade Fairs Brno. Should stand construction be performed by anyone other than the official contractor, the exhibitor is responsible to the trade fair administration in full for any damages caused by this activity, and in particular for the observation of deadlines for stand assembly and dismantling. These deadlines are given in the trade fair administration's Organisational Instructions.

3. Wall hydrants, fire-alarm boxes, fire extinguishers and other safety equipment must not be transferred or obstructed. No interventions in the structure of pavilions or open areas are allowed. Small adaptations upon the request of the exhibitor are to be carried out by the Fair Administration only and may be rejected.

4. The maximum permissible height of the exhibition stands including eye catchers is 5 meters, any deviations may be permitted exclusively by the exhibition centre administrator. The exhibit must meet basic fire protection precautions (see the Technical-safety regulations). Double-storey stand designs must be submitted for review and approval by the exhibition centre fire safety specialist at the stage of the design proposal or study. In the fair registration form the tenant must express the binding interest to install a

double-storey stand in the exhibition space. The intention to install a double-storey stand after submitting a binding registration form is not permitted. If the tenant dismisses the intention to install a double-storey stand after being allocated an exhibition space, the tenant undertakes to pay the exhibition centre administrator a penalty of 25% of the total exhibition space on the stand ground floor.

5. The exhibitor or an entity authorised by the exhibitor shall always submit to the fire protection and H&S department of BVV Trade Fairs Brno, a.s. the exhibition stand approval request form (see the Online Order Forms). If the exhibition space size is up to 30m<sup>2</sup> with a height not exceeding 3.5m in the tallest point of the stand (simple single-storey standardised stands), the stand design need not be submitted for approval. If the stand height including the gantry exceeds 3.5m or if the exhibition space size exceeds 30m<sup>2</sup>, the stand design must be submitted (size and heights, axonometry, description of the structure including the specification of materials used for the stand construction, structural analysis of all complex stands and eye catchers, stands higher than 3.5 m, including double-storey stands, atypical and large structures, contact data of the design engineer and the contractor). The stand approval request form must always be submitted. The approved documentation is compulsory for the exhibition space takeover.

6. Water inlets and outlets, electrical connections, compressed air and telecommunication services may be ordered exclusively from the trade fair administration.

7. The exhibitor is responsible for all movables it rents from the trade fair administration and is obliged to return them undamaged following the end of the event.

8. The exhibitor is obliged to return any damage to the exhibition area and furnishings of the trade fair administration to its original state at its own cost or to pay the trade fair administration any damages incurred.

9. The exhibitor (or company accredited by the exhibitor) may not dismantle the exhibition stand before the event has ended.

10. The trade fair administration is entitled to charge the exhibitor a one-off fee to the amount of 90 CZK/sqm of occupied exhibition area, not including VAT, for the placement of waste arising during the construction of the exhibition stand in the waste containers of the trade fair administration and for its subsequent disposal, and for the approval of the exhibition stand plan in accordance with paragraph 5 of this article.

11. The exhibitors are not authorized to install their own Wifi network, neither through their own Wifi router installed to a fixed connection provided by the Fair Administration, nor through a shared connection from mobile devices. In case of finding out the breach of the above given ban, the Fair Administration appeal the exhibitor to stop running of such a Wifi network and the exhibitor must stop using this immediately, no later than 30 minutes after receiving the appeal. After expiration of this deadline, the Fair Administration is authorized to seek a contractual penalty of CZK 10,000.

## **Article VII**

### **Promotion, advertising, signs and the catalogue**

1. The exhibitor is entitled to promote its products on its own exhibition stand only.

2. All forms of demonstration both on and off the exhibitor's own exhibition area (e.g. machinery and equipment in operation, films, musical productions, fashion shows, etc.) are subject to the approval of the trade fair administration, which is entitled (in spite of permission previously given) to restrict or prohibit such demonstrations if they cause noise, dust, combustion products or tremors threatening the safety of visitors and other exhibitors or if they restrict or interfere with the operation of the trade fair. A noise level of 60 dB at the edge of the exhibition stand must not be exceeded in accordance with Government Decree 148/2006 Sb. on the protection of health against the adverse effects of noise and vibrations, in its valid wording. In line with this restriction, musical productions are permitted in exhibition halls on weekdays only

between 3.00 and 6.00 p.m. Such productions are prohibited at all other times. They are permitted on open areas for the duration of the event. The exhibitor is also obliged to request the approval of the pertinent collective copyright administrator (OSA, INTERGRAM) in accordance with Act 121/2000 Sb. (the copyright law) in its valid wording for musical productions on exhibition stands. Acoustic advertising is permitted only with the prior written approval of the trade fair administration. The placement of company billboards, the distribution of leaflets, and the posting of promotional and informational materials off the exhibitor's own exhibition stand, on windows, walls, floors and columns in exhibition halls is not permitted. The trade fair administration is entitled to prohibit all advertising that fails to correspond to the above paragraphs and to remove it at the exhibitor's cost.

3. Payment of the registration fee entitles the exhibitor and properly registered co-exhibitors to publication in the electronic catalogue – i-catalogue and the printed catalogue for the event, should there be one, and in the “alphabetical directory of exhibitors” in the Fair Administration's information system to the extent of their company addresses as given in their application. This service is included in the price of the registration fee, as are the duty stamps issued on the exhibition area and for participation in accompanying social events held during the course of the fair. The exhibitor and co-exhibitors may order an expanded entry in the printed catalogue for the event in accordance with the given details. There is limited space for presentation in the electronic catalogue.

### **Article VIII Insurance**

1. The trade fair administration is not responsible to the exhibitor or its co-exhibitors for the loss, destruction or damage of any kind to its exhibits, furnishings or stand equipment, goods, packaging and packing materials, or items left on the stand, regardless of whether or not the given destruction or other damage occurred before the commencement, during the course of or after the conclusion of the trade fair or other event held by the trade fair administration. The exhibitor will take out insurance to cover such eventualities.

### **Article IX Final provisions**

1. Should the trade fair administration be unable to open the trade fair or other event, or ensure its holding for its entire duration or part of its duration on all or part of the exhibition centre or at another event venue as a result of circumstances beyond its control (“vis major”), it will inform the exhibitor of this at once. All liabilities incurred by the trade fair administration from the contract on participation closed with the exhibitor will expire. In such case, the exhibitor will have no right to the payment of any damages incurred.

2. Should the exhibition hall (the grounds of the exhibition centre) be evacuated on the basis of an order from the trade fair administration or the pertinent state bodies to avert a potential threat, and should this result in damage to the property of the exhibitor, i.e. damage, destruction or theft of this property, this will be considered a state of emergency and the trade fair administration will not be responsible for any damages thereby incurred.

3. The exhibitor may lodge a complaint relating to work and services provided by the trade fair administration with the member of staff responsible without undue delay in written form. Its rights will be forfeited if it does not do so.

4. Unless stipulated otherwise, the trade fair administration is entitled, in the case of a violation of any of the provisions of these General Conditions of Participation, to exclude the exhibitor from further participation in the trade fair or other event. In such case, the exhibitor will have no right to the payment of any damages or the return of any amounts already paid.

5. The provisions of Articles V to IX of these General Conditions of Participation also relate to an exhibitor to whom the use of an exhibition area has been transferred by an agency with the agreement of the trade fair administration. The agency is obliged to acquaint the exhibitor with the wording of these General Conditions of Participation and to make the provisions of Articles V to IX of these General Conditions of Participation

part of the contract on the basis of which the exhibition area is transferred by the agency for the use of the exhibitor. The provisions of Article IX, paragraph 4 of these General Conditions of Participation will apply similarly should any of the provisions of these General Conditions of Participation be violated by the exhibitor to whom the use of the exhibition area has been transferred by the agency.

6. Should the exhibitor reside in a different country than in the Czech Republic or Slovak Republic the contracting parties have agreed upon the following arbitration clause. All legal relationships between the exhibitor and the Fair Administration arising from this contract, i.e. the Application for Participation and the General Conditions for Participation, conform to the judicial code of the Czech Republic. All lawsuits resulting from or related to the above-stated relations shall be finally decided with the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court. The oral proceedings will be held in Brno.

## **BVV Trade Fairs Brno**