

GENERAL CONDITIONS OF PARTICIPATION – MINERALS BRNO

Article I

The event organiser

Trade Fairs Brno, Výstaviště 1, 647 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 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. 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. 2. 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.

Article IV

Price and payment conditions

1. The trade fair administration will issue the exhibitor with an advance invoice for the amount 100 % of the total price, including VAT, along with written notification from the trade fair administration of the acceptance and confirmation of the exhibitor’s application for participation in the exhibition. 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.

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 Product Categories 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. Exhibitors must not exhibit items that contain toxins and other harmful substances in general for both human health and the environment. 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.

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 at the Internet address of the trade fair administration at www.bvv.cz and on the www.bvv.cz/en/minerals-brno

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-mounted fire hydrants, fire alarms, fire extinguishers and other safety equipment may not be relocated or blocked. Interfering with exhibition halls and open spaces is prohibited. Any minor alterations will be performed exclusively by the

trade fair administration at the request of the exhibitor. The trade fair administration may refuse requests for such alterations.

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

5. 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.

6. 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.

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

Article VII

Promotion, advertising, signs and the catalogue

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

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.

6. All legal relations between the exhibitor and the Fair Administration applicable to the exhibitor's participation in the given fair conform to the judicial code of the Czech Republic. All lawsuits resulting from or related to the above-stated relations will be held at the competent tenure court and local court in the place of the Fair Administration headquarters.