



GENERAL PARTICIPATION CONDITIONS FOR VENDORS / TRADERS

at the event *E-Day 2011*

ORGANIZER

EDUARD – MODEL ACCESSORIES, spol. s r. o.

Mírová 170, 435 21 Obrnice

Business ID: 44 56 43 25, Tax ID: CZ 44 56 43 25

entry in the Trade Register of the Regional Court in Ústí nad Labem, part C, insert No. of 1808

VENUE OF THE EVENT

Shopping centre Galerie Butovice, Radlická 117, 158 00 Praha 5, basement object (hereinafter as Exhibition Area).

PARTICIPANTS

The participants are legal and physical entities that have been confirmed the participation at the event E-DAY by the organizer – application registration and they have a relevant business licence and their exhibits and goods correspond to the event character. Based on a duly filled in application the event organizer shall send the vendor a commercial contract with a registration form and the invoice with the registration fee amount, hired sale area and ordered services.

ALLOCATION OF AREA

After closing date of the applications the event organizer allocates a floor sale area or the room for a stand after covering the registration fee, the price for the hired area and ordered services. The areas are being allocated with regards to the exhibition thematic orientation, suitability of the place, total organization of the exhibition and the aesthetic level. The organizer decides on the location in the exhibition. The vendor is not allowed to transfer their hired area to another vendor or exhibitor without prior organizer's consent. An unruly extension of the sale floor or exhibition area is not allowed. The extension of the sale floor and exhibition area is possible only after the organizer's consent. In case of extending the sale floor and exhibition area when using stands or when ordering other services or equipment is the vendor obliged to cover the cost during the event in cash after organizer's instructions. The vendor orders the area in the „Participation Application“ where they choose between the basic area of 7,5 m² or multiples of the basic area. The basic area has a form of a rectangle of 2,5 m (long) and 3 m (wide). Desks of 800x1200 mm (with the same height) can be ordered to the front. However, their set-up must not exceed 2 m width of the basic area or the total width of the basic area which has been allocated to the vendor. The organizer reserves the right not to allocate the multiple of the basic area if the conditions do not allow or if it is not suitable with regards to the location of other exposition parts. The chairs are not a part of the basic area, the vendor orders them in the „Participation Application“ as well. The same situation is in the case of power connection.

PRICE AND PAYMENT CONDITIONS

When signing the application the vendor agrees with the binding price and payment agreement with the organizer and is obliged to pay the registration fee including the set price. The prices are given in the application form and are without VAT. The price is set for the whole event time and includes:

- hiring the exhibition area,
- basic technical illumination and heating of the pavilions,
- event promoting,
- production work,
- organizer's service, technical permission,
- guarding, fire and safety services,
- cleaning the exhibition area excluding the exhibitor's own area,
- litter removal, WC service,
- power consumption with relevant provided services, electrical wiring inspection.

The payment of the set price and the registration fee shall be done on the basis of an organizer's invoice. The invoice maturity is 14 days (5 days before the event starts) and the period starts with the delivery date to the vendor. The sale and exhibition floor area can be allocated after the payment. In case of ordering and paying other services during the event the vendor shall receive a tax document in a period of time set by the law. The vendor is obliged to pay the invoiced amounts in given periods of time and present the evidence of this (bank statement copy, paying-in slip or cash payment receipt). If not present the organizer has the right to refuse the vendor to the event. The organizer has the right to refuse the vendor at the event if the invoice maturity date has not been kept as given above. The applications arriving after the closing date shall be refused, in case of the organizer's exception the registration fee is Kč 1 000.-

CONTRACTUAL RELATIONS

The relations between the organizer and the vendor are governed by a commercial contract the subject of which are contracting parties' obligations and the way of financial settlement.

CANCELLING PARTICIPATION, EXCLUSION

In case the vendor cancels the participation without any reason after the closing date of applications they are obliged to pay a contractual penalty of 100 % of the ordered services. The paid registration fee is not returned.

In case the vendor is excluded from participation after the closing date of applications (organizer's right to exclude because of vendor's illegal proceeding, breaking the commercial contract or breaking „General Conditions“ or „Fire Safety Directive“) the vendor is obliged to pay a contractual penalty of 100 % of ordered services; the paid registration fee is not returned. It is possible to regard for illegal especially any property detriment to another person or health injury, breaking the public order and civic cohabitation, breaking rules in business, industrial rights and copyrights etc. The reason is an unauthorized entering to reserved and locked premises of the exhibition complex which are operated by Galerie Butovice, s.r.o. Praha. When paying the contractual penalty the vendor still has the duty to pay the arisen damage.

TECHNICAL CONDITIONS FOR EXHIBITION INSTALLATIONS

The vendor is obliged to discuss all changes in the hired area with the organizer. The vendor is not allowed to sell and exhibit outside the area which has been allocated to them.

The organizer exclusively provides all electrical power connections. The electrical installations are subject of inspection being arranged by the exhibition area operator. The inspection is paid by the organizer.

It is not permitted to install equipment which could directly or indirectly interfere the neighbouring exhibitions. The vendor is responsible for the operation of the borrowed sale and exhibition equipment and for undamaged return in clean condition after the event. In case of not keeping these conditions the vendor is obliged to cover the arisen damage. The vendor provides adaptation of the sale floor area at their own expense (table cloth etc.); the principle of function and aesthetics is necessary to be kept.

FIRE PROTECTION AND SAFETY REGULATIONS

The vendor is obliged to keep technical-safety, operational, transport and fire protection regulations in the whole exhibition area complex. The vendor cannot, without an explicit organizer's consent, use, store, sell or display flammable liquids, compressed gases or other dangerous substances. In no case open fire use is allowed.

ACCOMMODATION

The organizer is not obliged to provide accommodation for the vendor.

The accommodation is not a part of the allocated sale floor area or of any other exhibition area premises.

The accommodation in mobile carriages, caravans etc. is prohibited.

The vendor arranges for accommodation at their own expense, after their needs and possibilities, the organizer provides only recommendation.

WARRANTY FOR DAMAGE

The vendor guarantees for damage caused by them to the owner's and operator's property, to the property of other vendors and exhibitors and this in the case as well when the damage has been caused by their subcontractor, shipper or employee. The vendor is obliged to bring the allocated sale floor and exhibition area to the original state after finishing the event. If they do not do so the organizer provides cleaning at vendor's expense. The organizer provides cleaning of other premises.

The organizer is not responsible for damage and loss to the vendor's property caused by a third party or by a force majeure. It is possible to insure the exhibition at the vendor's expense. The organizer facilitates, after vendor's request given in the application, this service at the exhibition area before the exhibition starts.

PROMOTING AND ADVERTISING

The vendor is entitled to promote their exhibits and products or their activities in their own exhibition part so that the operation in other exhibition parts is not disturbed. Anyone who in their sale and exhibition part or in the sale stand would like to have a reproduced, light or other promoting activity must have a consent to it from the organizer. Other promoting means outside the sale and exhibition area or the stand can be used only after an agreement with the organizer. The advertising of a third party, of third party's products and the products beyond the event character is subject of organizer's consent. When not keeping the set conditions the vendor is obliged to pay a contractual penalty of Kč 10,000.-

ORGANISATIONAL INSTRUCTIONS FOR VENDORS

During an event the organizer is entitled to give the vendor partial technical, organisational, transport and other instructions with the goal for the event to be successful. The vendor is obliged to adapt the sale and exhibition area, to install the sale stand and to supply the sale and exhibition area with exhibits and goods on the day before the event in the period of time of 12 a.m. until 8 p.m. When breaking this provision the vendor is in the risk to be excluded from the exhibition and to cover a contractual penalty of 100 % of the ordered service price, the paid registration fee is not returned.

The vendor is not entitled to put a stop to their participation in the event and is obliged to keep the time set by the event schedule in full scope. The organizer is entitled to sanction breaking this duty with a contractual penalty of Kč 10,000.-. It is allowed to board and to smoke only at specified places.

REKLAMACE CLAIMS

The claim of provided services can be made valid during the event in a form of personal proceeding with the organizer.

FINAL PROVISIONS

The vendor and their employees are obliged to wear visible labels with the event logo so that to differ from visitors and the organizer's team. The vendor shall order the labels stating the number of participants to the application. The vendor gets 2 free labels with names to the basic sale floor area of 7,5 m². The number of free labels with names is directly dependant on the multiple of the basic sale area.

The vendor is obliged to pay for each next label over the scope of the allocated sale floor and exhibition area, with regards to the number of vendor's participants, Kč 100.-/piece. The labels are nondelegable; their abuse is sanctioned by the organizer with a contractual penalty of Kč 500.-

The vendor is obliged to make acquainted with „General Conditions“ all employees or people that shall be active at the event together with the vendor at the exhibition area.

„The General Participation Conditions“ are obligatory for the vendor and the vendor is fully responsible for behaviour of all people given in the previous sentence of this provision. Breaking the general conditions can be a reason for refusing vendor's participation in the next event to be organized.

I agree with „the General Participation Conditions“:

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Date, seal and signature of vendor's authorized representative