

## **General Business Terms and Conditions – Istria300 Expo**

Status: July 2019

### **RULES AND PROVISIONS FOR THE EXPO EXHIBITORS**

#### **The Approval of the Exhibition Terms and Conditions**

These Rules and Provisions for the Expo Exhibitors ("Expo-Rules") shall apply for the Istria300 Expo event that is organised by Bike Triangle d.o.o., Lošinjska 19, 52100 Pula, Croatia, reg. no.: 5090024, personal identification no.: 18346892624, ("the Organiser") in Poreč. These Rules shall be binding for the Exhibitor referred to in the Exhibitor Application form. These Expo Rules and Provisions shall form a binding contract only after the Organiser has approved the information provided in the application form and has accepted the Exhibitor Application.

#### **Availability**

Although the applications are generally accepted on a first come – first serve basis and their acceptance is subject to availability, the Organiser further reserves the right to either accept or reject any application for any exhibition space for any reason at their own discretion. Meeting of the requests concerning the stands i.e. the exhibition space cannot be granted. The Organiser reserves the right to relocate the exhibitors' stands at their own discretion in the interest of a better presentation of the exhibitors or for any other reason.

#### **Transfer Ban**

The exhibitors may not transfer their rights or obligations pursuant to the Expo Rules. The exhibition space may not be transferred to third parties or companies. The exhibitors may not transfer, share, assign or sublease their exhibition space or any part thereof. The exhibition space shall serve for the exhibition of the exhibitors' products or services only. Any assignment, transfer, sublicense or commissioning that violates of these Expo Rules shall be ineffective *ab initio*.

#### **Selling Products**

##### **Permitted Brands**

The Exhibitor shall provide the Organiser with a written description of all their planned activities, samples/products and giveaways in their Exhibitor Application form. This specification is subject to a prior written approval of the Organiser. Without the Organiser's prior written approval, the Exhibitor may neither sell nor offer certain categories of products and services. Each brand is subject to a prior Organiser's approval. The Exhibitor is not authorised to offer Istria300 products. To avoid any doubt, the Organiser reserves the right to review the product range of each Expo participant and remove any participant that violates the Organiser's rules of sale.

##### **Security**

The Organiser shall not be responsible for the security of the exhibition, Exhibitor's exhibits and/or items against theft, fire, accidents, or any other case, before, during or after the Expo. The Exhibitor is familiar with the fact that the Expo can be held outdoors and is responsible for the safety of their stand in harsh weather conditions. Although the security personnel may possibly be present outside the Expo times, the Exhibitor shall assume responsibility for any of their property and possession. The Exhibitor agrees to take the required measures to ensure the security of the exhibition material, the goods, etc. before, during and after the Expo.

##### **Forbidden Products and Activities**

The Organiser reserves the right to remove the Exhibitor and their exhibit material from the Expo should the Organiser find the Exhibitor's activities or presentation inappropriate or harmful to the Organiser or the professional level of the Expo. The Organiser reserves the right to prevent the

Exhibitor from exhibiting, retaining or promoting products within the Expo area, which the Organiser reasonably deems harmful to the event, the venue or any third party.

### **Vehicles**

Except when required for the purpose of setting-up, breaking down and delivery activities, no cars or vans ("vehicles") are allowed in the Expo area without prior timely request by the Exhibitor and a written approval of the Organiser. A vehicle may only be a part of a stand or serve as an exhibit if granted a required approval by the Organiser. The Organiser shall remove any unlawfully used vehicle from the exhibition area. Furthermore, the Organiser will not tolerate such vehicles on any other part of the venue, with an exception of a prior contractual approval or any other written form.

### **Late Arrival**

If the Exhibitor is expected to arrive to the venue after the time specified by the Organiser for the arrangement/setting up of the stand ("Late Arrival"), the Exhibitor is obligated to inform the Organiser thereon immediately. In case of a late arrival, the Organiser reserves the right: (a) to assign the Exhibitor's exhibition space to a third party in order to ensure a professional appearance of the Expo (among other things, to have a continuous set of exhibition spaces on each day of the Expo (no gaps)) and to assign the Exhibitor who arrives late a replacement space, and or (b) to request from the Exhibitor to set up/arrange the exhibition space for the specific day only after the Expo closes.

### **Break-down; Debris and Garbage Disposal; Responsibilities**

The Exhibitor is obliged to remove any exhibits and materials after the Expo by the time specified by the Organiser. The Exhibitor is obliged to leave the exhibition area clean and free from any waste. If the Exhibitor fails to act accordingly, the Organiser reserves the right to: (a) request a reasonable garbage disposal fee (whereby the Exhibitor hereby agrees to pay for it) and/or (b) limit or terminate the Exhibitor's rights to participate in the future Expo events. Packing or break down of exhibits prior to a scheduled period is not permitted.

### **Insurance**

The Exhibitor is obliged to maintain a general third party liability insurance for business purposes and to cover all relevant costs. The insurance amount and coverage must be reasonable in relation to the assumed risk in the Exhibitor's performance of their activities. Upon request, the Exhibitor is obliged to provide the Organiser with a proof of such insurance.

### **Indemnification**

The Exhibitor agrees to indemnify, defend and hold harmless the Organiser and any affiliated company, successor and owner, director, employee, partner, manager, representative and agent of the Organiser and of any such affiliated company and successor against any claims, causes of action, losses, damages, injuries, deaths, dangers, liabilities, actions, proceedings, settlements, judgments, awards, penalties, taxes, court fees, charges (including, but not limited to, any attorney's fees, legal fees, appraisal fees, accounting or advisory fees), costs or expenses, whether direct or indirect, relating to or in connection with (a) the operation, use, installation, break-down, overuse or maintenance of the Exhibitor's exhibition space (including, but not limited to, personal injury or death, loss, damage, theft or destruction of property in connection with this exhibition space); or (b) any violation of the Expo Rules by the Exhibitor.

### **Limitation of Liability of the Organiser**

The liability of the Organiser for any loss, injury or damage to property or work resulting from or in connection with these Expo Rules and any other claims shall be limited to the actual payment in Euros that the Organiser charged to the Exhibitor for the exhibition space. Notwithstanding anything to the contrary in these Expo Rules, the Organiser shall not be liable for any lost profit or special, indirect, consequential or punitive damages. The limitation of liability contained herein applies to any matter for which the Organiser may otherwise be liable under or in connection with the Expo or

these Expo Rules, whether the claim is in a form of a contract, tort or otherwise. This limitation of liability is cumulative, aggregated with all payments for claims or damages in connection with the Expo or these Expo Rules, so that it could be determined when the liability limit is exhausted. The liability limit shall not be increased by the existence of one or more claims.

### **Cancellations/Changes**

Exhibiting at the Expo is basically free of charge in 2020. Cancellation of the booked stands is free of any charge up to 60 days before the event. No cancellation is possible in the period less than 60 days before the event. Any cancellation must be made by the Exhibitor in writing. If the Exhibitor fails to appear at the Istria300 Expo after the booking has been made, a penalty of € 400 plus VAT will be charged.

### **Other Changes**

Should an event (especially in the case of an event of force majeure) prevent the Organiser from organising the Expo (except for gross negligence or misconduct on the Exhibitor's side), the Organiser will not charge the agreed amount. Provided that the Organiser determines, for any reason, that the location of the Expo needs to be changed or the Expo relocated, no refund will be made. However, the Organiser shall assign the exhibitor another exhibition space, instead of the original exhibition space, which the Organiser considers appropriate. The Exhibitor undertakes to use this space in accordance with these Expo Rules. Except as expressly provided for in the Expo Rules, the Organiser shall not be liable, financially or otherwise, if the Expo is cancelled or moved to another location or scheduled for another time.

### **Binding Effects; No Third-Party Rights**

The Expo Rules are binding for the Exhibitor and their successors and permitted assignees (or their successors and assignees, if any) as well as for the Organiser and their successors and assignees, and enter into force for their benefit. Subject to the immediately preceding sentence, no third party shall have any rights or remedies under or in connection with the Expo Rules and will not receive such rights or remedies.

### **Settlement of Disputes**

The Expo Rules (and the accompanying Expo Exhibitor Application) shall be governed by and construed in accordance with the laws of the country in which the Expo is planned to take place. Any dispute or disagreement between the parties in connection with either the interpretation of this Agreement or the performance or non-performance thereof shall be settled by direct negotiations between the parties. If such direct negotiations are unsuccessful, then a binding arbitration proceeding shall be instituted. In order to execute the judgment resulting from the arbitration proceeding, the arbitration ruling or the adjudication can be entered in any court of competent jurisdiction.

### **Interpretation**

The designations and section headings comprised in these Expo Rules are for convenience only and will not be applied or used to create or interpret these Expo Rules or any part thereof. If any term, clause or provision of this agreement is found to be invalid or unenforceable by any court of competent jurisdiction, this nullity shall not affect the validity or enforceability of other terms or conditions, and such ineffective term, clause or provision shall be construed separately from the Expo rules (Severability Clause). The Expo Rules are set out without regard to any presumption or rule that would require interpretation against the party that drafted the Expo Rules or parts thereof.

### **Complete Agreement; Amendments**

These Expo Rules represent the entire agreement and understanding between the aforementioned parties and supersede all prior or current agreements, understandings and consents, whether

written or oral, between the parties. Unless expressly stated herein, there are no promises, conditions, representations, understandings, interpretations or conditions of any kind as conditions or incentives for carrying out this agreement or in force between the parties with respect to the subject matter of this agreement.

**Acceptance of the Expo Rules**

I, the signee of the Exhibitor Application, confirm by my signature to act in accordance with the Expo Rules and to consider these Expo Rules legally binding.