



RESHOPER

TERMS AND CONDITIONS FOR EXHIBITORS OF RESHOPER 2023

I. TERMS AND CONDITIONS OF PARTICIPATION, TERMS OF PAYMENT

1. To participate in the event, the exhibitor must duly fill out and sign the Trade Fair Application Form (the "Application Form") and deliver it to the organizer, including these terms and conditions signed. The Application Form is deemed an offer to enter into a contract between the exhibitor and the organizer. The organizer decides independently on acceptance or refusal of the offer to enter into a contract in the form of the application form of the exhibitor's participation in the Reshoper 2023 Trade Fair (the "Trade Fair"). The Application Form may be refused without giving any reason. A contract is created by a written confirmation of acceptance of the exhibitor's Application Form, delivered by the organizer by electronic means to exhibitor's contact e-mail address stated in the binding Application Form.

2. By signing the Application Form, the exhibitor affirms that he has apprised himself of the Terms and conditions of participation in the Trade Fair and Privacy Policy and undertakes to respect them.

3. After acceptance of the Application Form, the organizer will send the exhibitor a proforma invoice (payable within fourteen (14) days) for the lease of the exhibition area amounting to fifty (50) % of the total amount, which is stipulated according to the filled out Application Form. If the proforma invoice fails to be paid within the due date, the booked exhibition area may be offered to other applicants for booking. If the proforma invoice fails to be paid within thirty (30) days of its issuance, the organizer reserves the right to unilaterally withdraw from the contract.

4. The invoice for the remaining amount will be issued no later than sixty (60) days prior to the day of the Trade Fair; payable within fourteen (14) days. If the invoice fails to be paid within the due date, the organizer becomes entitled to unilaterally withdraw from the contract and to be paid the contractual penalty in the amount of the advance payment paid under the previous paragraph. The exhibitor acknowledges that the organizer may set off the contractual penalty against the advance payment paid.

5. All other expenses of the exhibitor that incur during the exhibition and are not included in the existing invoices will be invoiced after the end of the exhibition with the due date of fourteen (14) days of their issue. These include



particularly expenses for power and services not ordered in advance that would be consumed by or provided to the exhibitor during the Trade Fair.

6. The exhibitor is entitled to terminate the contract no later than on 17 March 2023 by payment of a termination fee amounting to the advance payment pursuant to par. 3 hereof within the meaning of Section 1992 of Act No. 89/2012 Sb., Civil Code, as amended. The exhibitor will inform the organizer in writing about the intention to terminate the contract. Unless the parties agree otherwise, the termination fee will be set off against the advance payment paid. After this deadline (17 March 2023), the exhibitor may not terminate the contract by a notice of termination, withdraw from it or cancel it in any other manner; therefore, the parties exclude the application of Section 2002, Section 2208, Section 2232, and Section 2308 of Act No. 89/2012 Sb., Civil Code, as amended. If the exhibitor notifies the organizer of his intention not to participate in the Trade Fair as an exhibitor after 17 March 2023, or fails to participate in the Trade Fair without any notice, he does not free himself of the obligation to pay the remaining amount of the agreed price.

7. The exhibitor is obliged to proceed in compliance with the law of the Czech Republic relating to intellectual property. In the event of breach of provisions regulating rights of ownership or intellectual property rights, the organizer reserves the right to expel the exhibitor from the Trade Fair without being entitled to any refund of payments already paid.

II. LEASE OF THE EXHIBITION AREA

1. Exhibits displayed and services offered must correspond to the topic of the Trade Fair.

2. The fee for the lease of the exhibition area will be calculated based on the Application Form filled out by the exhibitor.

3. The price for the lease of the exhibition area includes the services as stated in the Application Form.

4. The exhibitor may choose the location of the exhibition area from the raster of the exhibition space. The exhibitor may make a non-binding booking of the particular exhibition area prior to signing the Application Form, for a maximum of seven (7) days. The exhibitor makes the non-binding booking so that he informs the organizer per e-mail or in any other appropriate manner of which location on the raster he wishes to make the non-binding booking. If the organizer does not receive the Application Form signed within seven (7) days from the non-binding booking, the non-binding booking ceases to exist and the location may be offered to other applicants.

5. Once the organizer accepts the Application Form, the booking is deemed binding, except for a situation stipulated in Art. I par. 3 hereof. The location of the bindingly booked exhibition area may only be changed upon request of the exhibitor or with his consent.

6. If the exhibitor fails to occupy his exhibition area until the agreed deadline, the contract ceases to exist and the organizer is entitled to offer the exhibition area to another exhibitor or use it in any other manner; in this case, the original exhibitor is not entitled to any refund of the price paid for the lease of the exhibition area (and if he defaults on payment of the remaining amount within the meaning of Art. I par. 6 hereof, his obligation to pay the remaining amount survives).

7. The exhibitor is obliged to arrive at the registration of exhibitors no later than on 17 May 2023 by 6:30 am where he will be checked his payments, handed over the exhibitor passes, and provided the information about the Trade Fair. Then, he will be taken to the exhibition area where he either takes over the exhibition stand ordered from the organizer or erects his own stand. In the event that the exhibitor fails to arrive at the registration within the stipulated



deadline or does not agree upon the individual procedure with the organizer otherwise, it applies that the exhibitor has not occupied his exhibition area at the Trade Fair by the agreed deadline (with the consequences as stipulated in the previous paragraph).

8. The organizer is obliged to hand over the exhibition area for use to the exhibitor empty and clean. The exhibitor is obliged to hand over the exhibition area to the organizer in the condition, in which it was handed over for use, no later than until 17 May 2023 24:00 pm. In the event of breach of this obligation, the exhibitor is obliged to pay the organizer the contractual penalty of CZK 50/m²/a commenced hour of default on clearing out the exhibition area. The right of the organizer for damages is not affected by the agreement on the contractual penalty. The fact that the exhibitors do not manage to dismantle the exhibition by 17 May 2023 24:00 pm, the organizer may be caused damage exceeding the contractual penalty agreed in Art. II. par. 8 hereof. The damage must be compensated by all exhibitors, who fail to dismantle their exhibitions, jointly and severally.

9. The exhibitor is entitled to promote his exhibits and services only in his exhibition area. Placement of any advertising and promoting materials outside the exhibition area must be approved by the organizer in advance.

10. The exhibitor may not interrupt or limit neighbouring exhibitions by his own presentation and is obliged to keep order.

III. REGULATIONS OF USE OF THE EXHIBITION AREA

1. The exhibitor is obliged to get acquainted and comply with the laws of the Czech Republic, technical standards, fire and safety regulations and is obliged to take efficient measures to prevent damage.

2. After the arrival at the exhibition grounds, the exhibitor is obliged to apprise himself of alarm instructions, fire and evacuation regulations that are available on the spot and is obliged to comply with them.

3. The exhibitor may not store or use any flammable substances, explosives, toxins, or any other harmful substances in the area of the exhibition stand or the exhibition grounds. During the Trade Fair, erection, and dismantling, smoking and manipulation with open fire in halls are strictly forbidden.

4. The exhibitor is obliged to check the condition of electrical appliances used. Electrical installation works may only be performed by a person having a valid authorization for this type of works. The turned on electrical appliances may not be left unattended. The exhibitor has the obligation to ensure the appropriate revision.

5. To discharge any toxic substances and paints to sewerage, toilets or washbasins is forbidden.

6. To store residues of waste material at the back of the exhibition stand wall outside the exhibition is forbidden.

7. The exhibitor is liable for damage caused by the breach of the provisions of this contract or applicable regulations and for damage caused within his activities at the Trade Fair to the extent pursuant to applicable laws and is obliged to compensate the damage caused to the organizer upon his request.

8. The exhibitor is entitled to install the exhibition



- › on 15 May 2023 from 12 pm to 10 pm,
- › on 16 May 2023 from 7 am to 10 pm,
- › on the day of the Trade Fair, i.e. 17 May 2023, from 6 am to 7:30 am.

9. The exhibition stand will be dismantled after the end of the Trade Fair, i.e. from 7 pm to 24:00 pm of the same day. Dismantling may be commenced no sooner than after the end of the Trade Fair. In the event of breach of this prohibition, the exhibitor becomes obliged to pay the one-off contractual penalty of CZK 10,000.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The exhibitor is entitled to use the exhibition area only for the agreed purpose. Any other activity is subject to consent of the organizer.

2. The organizer reserves the right to approve any other exhibitor (co-exhibitor) within the exhibition area already leased. In the event of breach of this provision, the organizer reserves the right to expel the exhibitor from the participation in the Trade Fair, without any right to any refund of the fee already paid for the lease of the exhibition area.

3. The organizer is not liable towards the exhibitor or co-exhibitor for possible damage, destruction, or loss of exhibits, material, furniture, or other property of the exhibitor and entrusted property, throughout the event, i.e. from 15 May 2023 12 pm to 17 May 2023 24:00 pm. The exhibitor is liable for all the damage caused.

4. In the event of serious breach or repeated breach of the terms and conditions, the organizer reserves the right to exile the exhibitor from the Trade Fair and withdraw from the contract without any possibility of refund of the fee for the lease to the exhibitor. If the exhibitor fails to leave the Trade Fair, he is obliged to pay the contractual penalty of CZK 10,000, which is payable immediately.

5. The organizer reserves the right to use images or other video or audio records, which include the exhibitor, his author's works, directly or indirectly his exhibition area, and other property protected by the Copyright Act, particularly for the purposes of promotion of other events of the organizer or promotion of the exhibitor himself. The exhibitor hereby agrees with the use of the above-mentioned records, for a period of five (5) years from the Trade Fair.

6. In the event that the organizer may not hold the Trade Fair or its part due to events without his fault, he will inform the exhibitor immediately. This notification has the effects of withdrawal of the contract. In this case, the exhibitor is entitled to full refund of the fee already paid for the lease of the exhibition area.

7. In the event that the organizer may not hold the Trade Fair or its part due to government or similar measures in connection with the spread of COVID-19 caused by SARS-CoV-19, regardless of when he learns of such a reason, he will inform the exhibitor immediately and reschedule the Trade Fair or its part to an alternative date, in such case the exhibitor will not be obliged to pay any fees in excess of the fees according to these terms and conditions, whereas the price for the lease of the exhibition area stays the same even if there is in fact an increase in costs (i.e. as stated in the Application Form). If the exhibitor does not agree with the reschedule of the Trade Fair, his participation will be canceled by the organizer and the exhibitor will be charged a cancellation fee of 50% of the amount of fees that he is obliged to pay according to these terms and conditions will be charged, in order to cover the costs of the organizer. Unless the parties agree otherwise, the cancellation fee will be set off against the advance payment paid. In such a case, the organizer is not responsible for the damage caused to the exhibitor by rescheduling the Trade Fair or its



part. The provision also applies to the repeated rescheduling of the Trade Fair until its actual holding.

8. Possible complaints about the services of the organizer must be made immediately.

V. TERMINATION OF THE CONTRACT

1. The exhibitor is entitled to terminate the contract with the organizer only for the reasons and in a manner expressly stipulated in these terms and conditions; other forms of termination are excluded (see Art. I par. 6 hereof), in writing.

2. The organizer is entitled to withdraw from the contract with the exhibitor, for the reasons provided by law or for the reasons provided by these terms and conditions. The organizer is entitled to withdraw from the contract in case that the behaviour of the exhibitor jeopardises human health, or poses a threat of damage to or has already seriously damaged the Trade Fair area. In such a case, the organizer is entitled to be paid the full fee for the lease of the exhibition area as a contractual penalty and concurrently is still entitled to damages.

VI. FINAL PROVISIONS

1. These terms and conditions are an integral part of the lease agreement concluded by accepting the Application Form by the organizer. These terms and conditions shall take effect on 21 July 2022.

2. The organizer of the Trade Fair is Reshoper s.r.o., Dvořeckého 628/8, 169 00, Praha 6 - Břevnov, IČ 04180241, DIČ CZ04180241 and contact e-mail info@reshoper.cz.

3. The exhibitor is obliged to deliver all requirements for changes or requests for granting an exception to the organizer in writing; possible exceptions are effective by written agreement of the parties.

4. Application of a contractual penalty by the organizer in accordance with these conditions does not affect his potential entitlement to damage compensation if any.

