

# BUSINESS TERMS AND CONDITIONS FOR EXHIBITORS AT THE RESHOPER 2025 FAIR

## I. CONDITIONS OF PARTICIPATION. PAYMENT TERMS

- 1. The participation is conditional upon the delivery of a duly completed and signed Exhibitor Application Form (the "Application") including the signed Business Terms and Conditions to the Organizer. The Application is considered to be an offer to make a contract between the Exhibitor and the Organizer. The Organizer decides autonomously on the acceptance or rejection of the offer to make a contract in the form of the Exhibitor's Application for the participation at the Reshoper 2025 fair (the "Fair"). The offer may be rejected also for convenience. The contractual relationship is established upon a written confirmation of the acceptance of the Exhibitor's Application, sent by the Organizer electronically to the Exhibitor's contact e-mail specified in the binding Application.
- 2. By signing the Application form, the Exhibitor confirms that he agrees to the terms and conditions for the participation at the Fair and acknowledges and agrees to comply with the Privacy Policy.
- 3. Upon acceptance of the Application, the Organizer will send the Exhibitor an advance invoice due within fourteen (14) days for the rental of the exhibition space in the amount of fifty (50)% of the total amount which is to be determined based on the completed Application. If the advance invoice is not paid when due, the reserved exhibition space may be offered for reservation to other interested parties. If the advance invoice is not paid even within thirty (30) days after its issue, the Organizer reserves the right to unilaterally withdraw from the contract.
- 4. The invoice for the remaining amount will be issued no later than seventy (70) days before the date of the Fair, with a due date of fourteen (14) days. If the invoice is not paid when due, the Organizer may unilaterally withdraw from the contract and may claim a contractual penalty in the amount of the deposit paid under the previous paragraph. The Exhibitor acknowledges that the contractual penalty may be offset by the Organizer against the deposit paid.
- 5. Any additional costs incurred by the Exhibitor during the Fair and not included in the previous invoices will be invoiced after the end of the exhibition with a due date of fourteen (14) days after the issue. These include in particular the costs of utilities and services not ordered in advance, which the Exhibitor will utilize during the Fair.



6. The Exhibitor may cancel the contractual relationship no later than 1 July 2025 by paying a cancellation fee in the amount of the advance payment referred to in paragraph 3, in accordance with Section 1992 of Act No. 89/2012 Coll., the Civil Code, as amended.

The Exhibitor will inform the Organizer in writing of his intention to cancel the contract. Unless the Parties agree otherwise, the cancellation fee will be set off against the advance payment made. After that date (1July 2025), the Exhibitor cannot terminate, withdraw from or otherwise get out of the contract; to this end, the Parties exclude in particular the application of Section 2002,

Section 2208, Section 2232 and Section 2308 of Act No. 89/2012 Coll., the Civil Code, as amended. If the Exhibitor notifies the Organizer of his intention not to participate in the Fair as an exhibitor after 1 July 2025 or does not participate in the Fair without such notification, this does not relieve the Exhibitor of the obligation to pay the remaining amount of the agreed price.

7. The Exhibitor is obliged to comply with the Czech laws relating to intellectual property. In the event of a breach of the provisions governing ownership rights or intellectual property rights, the Organizer reserves the right to exclude the Exhibitor from participation in the fair without the right to a refund of payments already made.

#### II. RENTAL OF EXHIBITION SPACE

- 1. The exhibits and services offered must be in line with the theme of the Fair.
- 2. The amount of the rental fee for the exhibition space is calculated based on the Application form filled in by the Exhibitor.
- 3. The price for the rental of the exhibition space includes the services according to the Application form.
- 4. The Exhibitor can choose the location of the exhibition space from the grid of the exhibition space. A non-binding reservation of a specific exhibition space is possible before signing the Application form, for a maximum period of seven (7) days. The Exhibitor can make a non-binding reservation by informing the Organizer by e-mail which place on the grid of the exhibition space he wishes to make a non-binding reservation for. If a signed Application form is not received by the Organizer within seven (7) days of the non-binding reservation, the non-binding reservation will expire and the space may be offered to other interested parties.
- 5. Upon acceptance of the Application by the Organizer, the reservation is considered binding, except as provided in Art. I, paragraph 3. The location of the bindingly reserved exhibition space may only be changed at the request of the Exhibitor or subject to his consent.
- 6. In the event that the Exhibitor fails to take up his place at the Fair by the agreed date, the contract will be terminated and the Organizer may offer the exhibition space to another exhibitor or to use it in another way; the original Exhibitor will not be entitled to a refund of the price paid for the rental of the exhibition space (nor will his obligation to make the remaining payment of the price in accordance with Art. I paragraph 6 be extinguished, if the Exhibitor is still in default).
- 7. The Exhibitor is obliged to arrive no later than 6:30 a.m. on 4 September 2025 at the Exhibitor registration, where payments will be checked, Exhibitor passes will be issued and information about the Fair will be provided. The Exhibitor will then be taken to the exhibition space, where he will either take over the construction of the exhibition stand



ordered from the Organizer or build his own stand. In the event that the Exhibitor fails to appear at the registration on the specified date or has not agreed with the Organizer individually otherwise, it will be presumed that the Exhibitor has not taken his place at the Fair by the agreed date (with the consequences pursuant to the previous paragraph).

- 8. The Organizer is obliged to let the Exhibitor the space vacated and cleaned. The Exhibitor is obliged to hand over the venue to the Organizer in the condition in which it was let to him by midnight on 4 September 2025 at the latest. In the event that he breaches this obligation, the Exhibitor is obliged to pay the Organizer a contractual penalty in the amount of CZK 10,000 for each hour of delay, including the time required for the vacation. The provisions on the contractual penalty is without prejudice to the Organizer's claim for damages. If the Exhibitors fail to remove their expositions by midnight on 4 September 2025, the Organizer may incur damages exceeding the contractual penalty agreed in Art. 2 paragraph 8. All Exhibitors who fail to remove their expositions are liable to pay these damages.
- 9. The Exhibitor may promote his exhibits and services only at his exhibition space. Placement of any advertising and promotional materials outside the exhibition space must be approved in advance by the Organizer.
- 10. The Exhibitor must not disturb or restrict the surrounding expositions with his presentation and is obliged to maintain order. The Exhibitor agrees not to promote violence, religious or racial intolerance or act in any other way that might endanger morality or damage or jeopardize the reputation of the Fair.

# III. REGULATIONS FOR THE USE OF THE EXHIBITION SPACE

- 1. The Exhibitor is obliged to become familiar with and comply with all legal regulations of the Czech Republic, technical standards, <u>Operational and Safety Rules of Výstaviště Praha Exhibition Grounds</u>, safety and fire regulations and is obliged to put in place effective measures to prevent damage.
- 2. The Exhibitor is obliged to familiarize himself with the alarm, fire and evacuation regulations available on site upon arrival at the exhibition grounds and is obliged to follow them.
- 3. The Exhibitor is obliged to familiarize his staff with the relevant legislation, technical standards, safety and fire regulations, <u>Operational and Safety Rules of Výstaviště Praha Exhibition Grounds</u>, <u>Information on the Effect of Mutual Risks</u> and the regulations for the use of the exhibition space. All Exhibitor personnel must be visibly identified.
- 4. The Exhibitor is obliged to immediately report to the Organizer any damage and defects that the Exhibitor finds in the exhibition space.
- 5. The Exhibitor may not store or use any flammable substances, explosives, poisons or other harmful substances in his exposition or on the exhibition grounds. During the exhibition, during assembly and dismantling, it is strictly prohibited to smoke and handle open flames on the entire exhibition grounds. The use of any pyrotechnic effects is prohibited on the entire exhibition grounds.
- 6. The Exhibitor is obliged to check the condition of the electrical appliances used. Electrical installations may only be carried out by a person with a valid license for this activity. Electrical appliances that are switched on must not be left unattended and if they are subject to inspections according to other legal regulations, the Exhibitor is obliged to ensure that the relevant inspections are carried out. The same applies to electrical connections, extension cables, etc. It is prohibited to interfere in any way with the electrical installations on the exhibition grounds.



- 7. If he uses thermal appliances, the Exhibitor must ensure that the thermal appliances used are in perfect technical condition and the appropriate inspections of the appliances have been carried out. When using thermal appliances, the Exhibitor is obliged to keep safe distances between the appliances and combustible surfaces or to use thermal insulation barriers made of non-flammable material. Thermal appliances must be under constant supervision and must be demonstrably disconnected from the mains at the end of exhibition operation.
- 8. It is prohibited to use gas equipment in the indoor areas of the exhibition grounds.
- 9. No pets are allowed in the buildings, with the exception of quide and assistance dogs.
- 10. It is prohibited to lean anything against internal or external walls, columns, stairs, railings, etc. It is also prohibited to glue, drill, nail, staple, etc. anything to walls, lamps, railings, glass, etc. It is prohibited to remove carpets placed in individual rooms.
- 11. All equipment, stands, crates, boxes, tables, etc. must be underlaid with a carpet as a minimum. Trolleys used indoors must have polyurethane and non-staining wheels. Furniture must have legs with plastic or rubber caps or be lined with felt. The double-sided cardboard used to glue the carpets to the floors must also be lined with paper cardboard.
- 12. In the event that it is necessary to cross technical channels, the Exhibitor must lay a crossing plate over them.
- 13. All outdoor music must end no later than 10:00 p.m.
- 14. The use of confetti is prohibited in outdoor areas. The use of confetti indoors is only possible with the prior written consent of the Organizer.
- 15. It is prohibited to pour any toxic substances, biological waste and chemicals into drains, toilets, sinks or washbasins.
- 16. The storage of waste material residues behind the stand wall outside the exposition is prohibited.
- 17. The Exhibitor must not damage the installed octanormic walls and is obliged to restore them to the condition in which he took them over, i.e. in particular he is obliged to remove the installed promotional materials and to remove any other impurities from the walls.
- 18. It is prohibited to drive vehicles into the interior premises of the exhibition grounds, on grassy areas, on roofs and other places not intended for vehicle entry. It is prohibited to drive over the mosaic in the outdoor areas of the exhibition grounds. The maximum speed limit on all roads in the exhibition grounds is 30 km/h.
- 19. Parking is only possible in designated parking spaces. During the Fair, no parking is allowed in the vicinity of the Křižík pavilions. Parking in front of the entrances to the pavilions and in the loading bays is permitted only for the time necessary for discharge/loading.
- 20. The Exhibitor is obliged to refrain from any interference with the mosaic in the outdoor areas of the exhibition grounds (in particular, it is prohibited to dismantle, paint or anchor the mosaic).



- 21. The Exhibitor is liable for damages caused by a breach of the provisions of this contract or applicable laws and for damages caused in the course of its activities at the Fair to the extent provided by the applicable laws and will be obliged to pay the damages incurred to the Organizer upon the Organizer's request.
- 22. The Exhibitor may install the exposition
- > on 2 September 2025 only more complex constructions by prior individual agreement,
- > from 7:00 a.m. to 10:00 p.m. on 3 September 2025,
- > from 6:00 am to 7:30 am on the day of the event, i.e. 4 September 2025.
- 23. Removal will take place after the end of the Fair, i.e. from 6:00 p.m. until 11:00 p.m. on 4 September at the latest. Removal must not start before the end of the Fair. In the event of a breach of this prohibition, the Exhibitor is obliged to pay a one-off contractual penalty of CZK 10,000, payable immediately.
- 24. The Exhibitor's motor vehicles must leave the exhibition grounds no later than midnight on 4 September 2025. In the event of non-compliance with this deadline, the Exhibitor will be obliged to pay damages incurred by the Organizer as a result of non-compliance.

#### IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 1. The Exhibitor may use the exhibition space only for the agreed purpose. Any other activity is subject to the consent of the Organizer.
- 2. The Organizer reserves the right to approve any additional exhibitor (co-exhibitor) within the exhibition space already rented. In the event of a breach of this provision, the Organizer reserves the right to exclude the Exhibitor from any participation in the Fair, without the right to a refund of the rental fee paid for the exhibition space.
- 3. The Organizer will not be liable to the Exhibitor or co-exhibitor for any damage, destruction or loss of exhibits, materials, furnishings or other property of the Exhibitor and property entrusted to him for the entire duration of the event, i.e. from 5:00 p.m. on 2 September 2025 until midnight on 4 September 2025. The Exhibitor is liable for any damage caused by him.
- 4. The Organizer reserves the right to expel the Exhibitor from the Fair and to withdraw from the contract without refunding the rental fee to the Exhibitor in the event of serious or repeated violation of the Terms and Conditions. If he fails to comply with the invitation to leave the Fair, the Exhibitor is obliged to pay a contractual penalty of CZK 10,000, payable immediately.
- 5. The Organizer reserves the right to use photographs or other image and sound recordings of the Exhibitor, his copyrighted works, directly or indirectly his exhibition space and other assets protected by copyright law, especially for the purpose of promoting other events of the Organizer or promoting the Exhibitor himself. By this contract, the Exhibitor agrees to use the above for a period of five (5) years from the date of the Fair.
- 6. In the event that the Organizer is unable to hold the Fair or any part thereof due to events beyond the Organizer's control, the Organizer will immediately notify the Exhibitor. This notification will have the effect of withdrawal from the contract. In such case, the Exhibitor is entitled to a full refund of the price paid for the rental of the exhibition space.



7. In the event that the Organizer is unable to hold the Fair or any part thereof due to governmental or similar measures in connection with the spread of COVID-19 caused by the SARS-CoV-19 virus, regardless of when it becomes aware of such reason, the Organizer will notify the Exhibitor immediately and reschedule the Fair or any part thereof to a rescheduled date, provided that the Exhibitor will not be obliged to pay any costs in excess of the fees under these Terms and Conditions and the price for the rental of exhibition space will remain the same even if there is an actual increase in costs (i.e. the same as stated in the Application form). If the Exhibitor does not agree to the rescheduling of the Fair, his participation will be cancelled by the Organizer and the Exhibitor will be charged a cancellation fee of 50% of the amount of the fees the Exhibitor is obliged to pay under these Terms and Conditions, corresponding to the amount of the deposit, in order to cover the Organizer's costs. Unless the Parties agree otherwise, the cancellation fee will be offset against the deposit paid. In such case, the Organizer will not be liable for any damages incurred by the Exhibitor as a result of rescheduling the Fair or part thereof. The provision also applies to the repeated rescheduling of the Fair until it actually takes place.

8. Any complaints about the Organizer's services must be made immediately.

# V. TERMINATION OF THE CONTRACT

- 1. The Exhibitor may terminate the contract with the Organizer only for the reasons and in the manner expressly set out in these Terms and Conditions; other forms of termination are excluded (see Art. 1 paragraph 6 of these Terms and Conditions); the contract may only be terminated in writing.
- 2. The Organizer has the right to withdraw from the contract with the Exhibitor for reasons provided by law or for the reasons set out in these Terms and Conditions. The Organizer may also withdraw from the contract if the Exhibitor's behaviour endangers the health of people or if serious damage to the Fair premises is impending or has already occurred. In such a case, the Organizer is entitled to the payment of the entire fee for the rental of the exhibition space as a contractual penalty, while also retaining the claim for damages, if any.

## VI. FINAL PROVISIONS

- 1. These Business Terms and Conditions form an integral part of the rental contract made upon acceptance of the Exhibitor Application by the Organizer. The Business Terms and Conditions enter into effect on 21 July 2022.
- 2. The Organizer of the Fair is Reshoper s.r.o., Dvořeckého 628/8, 169 00, Prague 6 Břevnov, ID No. 04180241, Tax ID No. CZ04180241 and contact e-mail info@reshoper.cz.
- 3. Any requests for changes or requests for granting exceptions must be sent in writing by the Exhibitor to the Organizer; any exceptions are effective only upon written agreement of the Parties.
- 4. The Organizer's application of a contractual penalty in accordance with these Terms and Conditions does not affect its claim for damages, if any.

