

BUSINESS TERMS AND CONDITIONS FOR PARTICIPATION OF EXHIBITORS IN THE WINE PRAGUE 2015 TRADE FAIR

APPLICATION DEADLINE 31. 3. 2015

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Organizer: YACHT, s.r.o. Nedvědovo náměstí 14, 147 00 Praha 4, Reg. no.: 25062701

Exhibitor: Legal entity or natural person to whom YACHT, s.r.o. has confirmed participation in the Trade Fair or Exhibition

Place of the event: PVA EXPO PRAGUE - Letňany, Beranových 667

Article 1. – Basic conditions for Exhibitor's Participation in the Trade Fair

1. The basic precondition for participation in the Trade Fair is the delivery of the Binding Application for Participation, properly filled and signed in (hereinafter referred to as "Binding Application"). After the receiving of the Binding Application, YACHT, s.r.o. will send to the Exhibitor a confirmation of its receipt.

2. By signing the Binding Application, the Exhibitor undertakes to adhere to the Business Terms and Conditions and Technical Conditions of YACHT, s.r.o. for the Exhibitor's participation in the Trade Fair.

3. The exhibits presented and services offered must be in accordance with the focus of the Trade Fair (with the so-called Trade Fair Nomenclature).

4. The services related to the Exhibitor's participation in the Trade Fair shall be ordered by means of separate order forms provided for in the Application Documentation to the Binding Application.

5. The Exhibitors must not remove the exhibits and displays before the end of the Trade Fair or Exhibition.

Article 2. – Terms of Payment

1. After the receiving of the Binding Application, YACHT, s.r.o. will send to the Exhibitor an advance invoice for the lease of the exhibition area ordered and for the registration fee.

2. After the closing date of the ordered technical services, the Exhibitor will be sent an advance invoice for the ordered services associated with the lease of the exhibition area. The settlement of this advance invoice will be a precondition for implementation of the order of technical services.

3. The final invoice with a deduction of advances will only be sent after the end of the Trade Fair.

4. The basic price of the lease and the Registration Fee includes:

– Rental for the exhibition area during the assembly, Trade Fair and dismantling

– Insertion into the Trade Fair Catalogue (Trade Fair Guide) to the extent of the data stated in the Order of Registration into the Catalogue (Guide)

– Insertion into the orientation system of the Trade Fair

– Exhibitor's Cards in a volume depending on the size of the ordered exhibition area

– Assembly/Dismantling Cards for the Implementation Teams making it possible for the vehicles to enter the Exhibition Centre

– Trade Fair Catalogue (Trade Fair Guide) in a printed version

5. The basic price of the lease and the Registration Fee do not include:

– External walls of the stand or any other equipment of the stand or the walls of the neighbouring stands

– Registration fee for co-exhibitors

– Other records of the firm - i.e. branch offices, divisions, business representations, etc.

6. Cancellation Conditions

If the Exhibitor cancels their participation in the Trade Fair, the following cancellation fees (contractual penalties) shall apply:

– 20 % of the total rental charged on the cancellation of the Binding Application in a term more than 91 days before the Trade Fair beginning

– 50 % of the total rental charged on the cancellation of the Binding Application in a term from 31 to 90 days before the Trade Fair beginning

– 100 % of the total rental charged on the cancellation of the Binding Application in a term in 30 days or less before the Trade Fair beginning.

The cancellation fees shall apply even in the case of reduction made by Exhibitor of the area ordered.

The obligation to pay cancellation fees shall apply to those Exhibitors to whom the participation in the Trade Fair was confirmed according to Art. 1(1) even in the case that they have not paid the advance invoice or any other invoice. The cancellation of the Exhibitor's participation in the Trade Fair must always be made in writing.

The registration fees shall be forfeited in full amount, regardless of the date of cancellation of the Binding Application.

7. For each of the other firms which the Exhibitors will present in their expositions (in the form of a presentation of exhibits, with an advertisement panel, company logo, commercial name, folders, video programmes, etc.), the Exhibitor is obliged to pay the Co-Exhibitor's Registration Fee. The firm properly registered in this way will be presented in the Trade Fair Catalogue (Trade Fair Guide) to the full extent as the Exhibitor. In the case of any breach of this principle, the Exhibitor will be obliged to pay the Co-Exhibitor's registration Fee and a contractual penalty at an amount of the registration fee, at any time during the Trade Fair.

8. All the prices are stated as VAT exclusive.

Article 3. – Exhibition area

1. The Organizer leases indoor exhibition areas without any equipment, with the possibility of connection of power supply, water pipeline, sewerage, telephone and cleaning, with the option of other services on the basis of the order. The precondition for the handover of the exhibition area ordered shall be the settlement of all the payments due in the context with participation in the Trade Fair.

2. The minimum sizes of the exhibition areas are stated in the Binding Application.

3. The Organizer has the right in agreement with the exhibitor, to reduce the area ordered, to change its shape and location. If the contracted area is not available to a Exhibitor for reasons caused on the part of the Organizer, the Exhibitor is entitled to the reimbursement of the registration fee, lease charge paid and the price for the services ordered and already paid for. The Organizer will not accept and will not indemnify any claims for damages which the Exhibitor could have incurred for this reason.

4. Height of halls, loading of floors – For a limited number of expositions it is possible to implement two-storey stands, as well as height dominants. The height usable oscillates between 3.0 and 8.0 m (depending on the specific place of the exposition in the raster). The height of hall doors is from 3.5 metres up to 5 metres depending on the hall. The hall floor in terms of the length is at a ratio of 1/140. In the case that the basic load bearing capacity exceeds 1500 kg/m², it is necessary to consult such a fact with the Organizer.

5. If the exhibiting firm itself does not provide for the stand or if it does not order its erection from the Organizer, it will have only the ordered exhibition area without borders at its disposal. The exhibitors are obliged to adhere to the raster of the exhibition area, which means not to exceed the area outlined in terms of layout, not even in the case of any height dominants shifted out.

6. The exhibitors shall receive a raster of the exhibition areas with the marking of their position after the settlements of all the payments due for the rented space and after the final processing of Binding Applications.

7. The architectural concept in the exhibition halls counts on the implementation of the classical rectangular exhibition raster, within which the following exhibition areas will be available:

– Row areas with a free front side

– Corner areas with two open sides - along which the visitors walk

– Island areas where all of the four sides are free

8. The exhibitor is obliged to leave the exhibition area after dismantling in the same condition in which it was before the commencement of the erection. The exhibitor is obliged to settle any destruction, damage or excessive contamination according to the expenses actually incurred for the remedy of such damage (contamination).

9. The exhibitor is not authorised to sublease the exhibition area leased to any third parties.

10. The exhibitors are obliged to adhere to arrival and departure time schedule from the exhibition areas.

Article 4. – Damage liability insurance

1. The Organizer is not liable to the Exhibitors or their Co-Exhibitors for any loss, destruction or any damage to the articles brought by the Exhibitors into the areas leased. (i.e. exhibits, equipment and facilities of the stands, packages, packing materials, etc.), regardless of the fact whether the loss, destruction or other damage has arisen during the assembly, dismantling, transport or in the course of the Trade Fair.

2. The Exhibitor is obliged to be insured for liability for damage caused by its activities to third parties during the entire term of the Trade Fair.

3. The Organizer offers, in favour of the Exhibitor, an insurance of the liability for damage in the course of the Trade Fair within the framework of the services provided by the Organizer at a lump-sum of CZK 800 to the indemnification limit of CZK 1,500,000 (VAT exclusive). The insurance is valid in the course of the entire term of the Trade Fair, assembly and disassembly periods included.

4. If the Exhibitor has an individual insurance policy for liability for damage to the indemnification limit of min. CZK 1,500,000, the Exhibitor must provide the Organizer with the confirmation of the insurance from the particular insurance company.

5. The Exhibitors have a possibility of contracting an insurance policy covering the set of their own exhibits, equipment and accessories of the stands against risks of thefts or robbery and natural disasters for the term of the Trade Fair. This insurance can be contracted in the premises of the PVA EXPO PRAGUE Exhibition Centre.

Article 5. – Safety. Technical and fire regulations, energy usage regulations and guidelines for the use of temporary electrical installations

1. The Exhibitors are obliged to observe, during the assembly, in the entire course of the Trade Fair and during the dismantling, safety, hygienic, fire protection, environmental and other generally binding legal and internal regulations valid in PVA EXPO PRAGUE and principles of the handling of all technical equipment and flammables. Furthermore, the Exhibitors are obliged to observe appropriate fire regulations valid for separate exhibition areas and the instructions of the authorised members or the fire assistance service and of the staff of the Organizer.

2. The Exhibitors must store or use, in their expositions or in the area of the Exhibition Centre, any flammable or radioactive substances, explosives, acids, poisons and other products harmful to health.

3. In the course of the Trade Fair, as well as during the assembly and disassembly thereof, it is forbidden to smoke and to handle naked flame in all the indoor areas of the Exhibition Centre.

4. The Exhibitors are responsible for the condition of the wiring system of the stand (display), including the condition of electrical appliances. The electrical installation works can only be carried out by a person duly authorised to do so, i.e. possessing the "Certificate of Competence".

5. The Exhibitors are obliged to use dedicated walking paths and roads. The Exhibitors are required to keep free the escape ways, areas at electrical switchboards, water stops, hydrants (internal intake points).

6. The Exhibitors are obliged to observe the fundamental principles of safety behaviour in the vicinity of handling trolleys.

Article 6. – Basic preconditions for the erection of a stand

1. The service of stand erection is offered and implemented by The Organizer. The Exhibitors who prefer to ensure the erection of their stands by themselves and not through The Organizer are obliged to submit the ground plan and front view of the stand with the marking of dominant heights, as well as with the marking of power, water and sewerage system lines, for approval to The Organizer not later than 30 days before the commencement of the Trade Fair.

2. The Exhibitors are obliged to ensure implementation of the rear wall (except for the stands with an island location) of their expositions at a minimum height of 2.5 m.

3. The Exhibitors are obliged to adhere to the The Organizer Technical Conditions for Participation of Exhibitors in the Trade Fair.

4. The Exhibitors are responsible for construction and technical implementation of the stand and stands for any damage to property and health caused by inappropriate stand construction.

Article 7. – Presentation of Exhibitors

1. The Exhibitors are only authorised to advertise their products or services in their own expositions.

The Exhibitors must not disturb or limit surrounding expositions through their presentations.

2. Placement of any advertising or promotional materials out of the Exhibitor's own exposition is only permitted subject to a previous written approval of following negotiations with The Organizer, for consideration which is not a part of the rental paid for the exhibition area.

3. The Organizer is authorised to forbid or remove, at the Exhibitor's expense, all advertising which does not correspond to the above listed conditions or which support fascism, race, religious or other intolerance or which is not compatible with human dignity.

4. During the Trade Fair, it is only permitted to perform audio-visual, acoustic, musical, dancing and other productions provided that the other Exhibitors will not be disturbed by the operation of these facilities and that The Organizer has granted its consent to these productions.

In order to be allowed to perform productions at the exposition, the Exhibitor is obliged to apply for approval from the competent collective administrator of copyrights (such as OSA, INTERGRAM). The noise level beyond the limits of the stand must not exceed the value permitted by legal regulations.

5. The Organizer is authorised to forbid all performances causing excessive noise, dust, pollutants, vibrations, endangering safety of visitors or other exhibitors or disturbing the Trade Fair operation, and to require the Exhibitor in question to pay a contractual penalty amounting to CZK 5 000.

Article 8. – Deadline for applications and orders

1. It is necessary to send the Binding Application, the Order for Technical Services, Order of Erection of the Stand, Order of Registration of Other Firms - Co-Exhibitors and the Order of Records into the Catalogue and any other order forms to the address: YACHT, s.r.o. Nedvědovo náměstí 14, 147 00 Praha 4, by the specified deadlines of individual closing dates.

2. We recommend that all correspondence should be sent by registered mail.

Article 9. – Final provisions

1. All requirements and changes on the part of the Exhibitors must be sent to the Organizer, subject to a previous agreement with the Organizer Trade Fair Administration, in writing. All complaints on the part of Exhibitors towards the Organizer for the time of stand assembly and course of the Trade Fair must be submitted in writing to the Organizer before the end of the Trade Fair or during the dismantling work, until it is completed.

2. The present Business Terms and Conditions form an integral part of the Binding Application for participation of the firm at the Trade Fair.