

tendence®

15 - 18 | 9 | 2011  
Prague – Holesovice Fairground  
Czech Republic

# APPLICATION FOR PARTICIPATION

Organizer: TERINVEST, spol. s r.o., Trade Fair Management, Americká 27, 120 00 Prague 2, CZ  
Phone No.: +420 221 992 123, 155, Fax No.: +420 221 992 149, tendence@terinvest.com  
Reg. No.: 48115592, VAT No.: CZ48115592, Bank: ČSOB, Praha, Account No.: 3809761/0300

Confirmation of Stand Location: 21.8.2011  
Preparation (arrival, construction): 12.–14.9.2011 8 a.m. – 22 p.m.  
Event Date: 15.–17.9.2011 10 a.m. – 18.00 p.m.  
18.9.2011 10 a.m. – 16.00 p.m.  
Dismantling (removal of stands): 18.9.2011 4.30 p.m.– 12 p.m.  
19.9.2011 12 p.m. – 8 a.m.

EXHIBITING COMPANY					
Business Name:	Tax No.:		Reg. No.:		
Street:	City:		Post Code:		
Contact Person:	E-mail:				
GSM (phone):	Fax. No.:		www:		
Corresponding address (if different from company's domicile)					
Branch of activity:					
Co-exhibitor or representative - set it in the appendix					
EXHIBITION SPACE BINDING ORDER					
	sq.m.	length x depth (m)	till 15. 5. 2011*	from 16. 5. 2011	Total Price in CZK
Exhibit Space without Stall 6-24 sq.m.			1 950 CZK	2 150 CZK	
Exhibit Space without Stall 25-49 sq.m.			1 850 CZK	2 050 CZK	
Exhibit Space without Stall 50-99 sq.m.			1 750 CZK	1 950 CZK	
Exhibit Space without Stall 100-149 sq.m.			1 650 CZK	1 850 CZK	
Exhibit Space without Stall 150-199 sq.m.			1 550 CZK	1 750 CZK	
Exhibit Space without Stall 200 sq.m. and more			1 450 CZK	1 650 CZK	
Outdoor Area			1 150 CZK	1 400 CZK	
Mandatory exhibitors insurance					550 CZK
Registration Fee					4 000 CZK
Registration Fee for co-exhibitors	<input type="checkbox"/> 5 000 CZK / co-exhibitor				
Location in a row	<input type="checkbox"/> YES <input type="checkbox"/> NO (mark with a cross where applicable)				
EXHIBITION SPACE REQUIREMENTS					
Corner Location (2 sides open) <input type="checkbox"/> YES <input type="checkbox"/> NO	Surcharge		Half-island (3 sides open) <input type="checkbox"/> YES <input type="checkbox"/> NO	Surcharge	
	10%			15%	
Island Location (4 sides open) <input type="checkbox"/> YES <input type="checkbox"/> NO	Surcharge		Main Hallway <input type="checkbox"/> YES <input type="checkbox"/> NO	Surcharge	
	20%			20%	
Required height of stand above 3 m <input type="checkbox"/> YES <input type="checkbox"/> NO			height	m	
Load of stand over 350 kg/sq.m. <input type="checkbox"/> YES <input type="checkbox"/> NO			load	kg/sq.m.	
<b>TOTAL</b>					

\*) under the condition of submitted application until 15<sup>th</sup> May 2011;  
advance invoice paid in the amount of 30% until 31<sup>st</sup> May 2011

[www.tendence.eu](http://www.tendence.eu)

All the stated prices are being calculated without VAT.

We affirm we have done with the participations conditions on the trade fairs organized by TERINVEST.

Terinvest, s.r.o. is entered in the Trade Register administrated by the Municipal court in Prague, division C, enclosure 16744.

date \_\_\_\_\_

signature,  
stamp of exhibiting company \_\_\_\_\_

receiving confirmation  
by fair management \_\_\_\_\_

# GENERAL TERMS AND CONDITIONS FOR TRADE SHOWS/EXHIBITIONS ORGANISED BY TERINVEST

## I. Organizer

TERINVEST, spol. s r.o., Americká 459/27, 120 00 Praha 2 (herein 'TERINVEST')

## II. Exhibitor

Any person or legal entity participation of whom/which on a trade show/exhibition has been confirmed by TERINVEST by validating a binding application form.

## III. Application and assignment of space

**III.1.** The application form filled out properly and submitted to TERINVEST, to which a booking form for the exhibit space is affixed, is deemed to be a binding and irrevocable order by the Exhibitor. TERINVEST shall decide on any accepting, rejecting or reducing the order of the exhibit space at its sole discretion without any obligation of reasoning any such decision. No application shall be accepted if Participant's line of business does not comply with the nomenclature of the trade show/exhibition. The contractual relationship, i.e. the Contract, shall be established upon confirmation of the application form, to which a binding booking form for the exhibit space is affixed, unless the order for the exhibit space is reduced by TERINVEST; if this is the case, this reduction shall establish a new proposal of the Contract, which shall be entered into based on accepting such TERINVEST's proposal by the Exhibitor. A letter of acceptance shall be sent by TERINVEST and accompanied by an invoice for a down payment of the rental fee including breakdown of relevant VAT.

**III.2.** Once the down payment of the rental fee in the amount specified by TERINVEST and the full registration fee has been covered by the Participant, a Letter of Location shall be sent to the Exhibitor by TERINVEST through which the space booked and stand number is assigned to the Exhibitor. At the same time, an invoice for a down payment of the remainder of the rental fee including relevant VAT is raised by TERINVEST. A full payment of the rental and registration fee including any relevant VAT is a precondition for handing over the exhibit space within a specified date. An invoice for additional services supplied in the course of the trade show shall be raised by TERINVEST within 14 days upon the closing date of the trade show/exhibition.

**III.3.** The location allocated to the Exhibitor may be changed at the discretion of TERINVEST without any Exhibitor's consent, of which, however, the Exhibitor shall be notified without any delay. In such case, the Exhibitor will not be entitled to any compensation for damage suffered based on the alteration of the stand location.

**III.4.** The space allocated may not be rented by the Exhibitor to any other third party, with a joint participation of several enterprises on a single exhibit being the only exception. In such case, the Exhibitor shall be obliged to cover a co-exhibitor's registration fee for every additional enterprise. In case of breach of the provision above, the Exhibitor will be obliged to cover a double co-exhibitor's registration fee in the course of the event.

**III.5.** If the Exhibitor fails to pay the amounts above, i.e. the full rental fee, as well as any down payment due within the periods specified on the invoices, any such Exhibitor's delay shall be deemed a substantial breach of contractual obligations, and TERINVEST shall be entitled to withdraw from the Contract and refuse the Exhibitor to enter the premises. In such case, TERINVEST shall be entitled to require that a contractual penalty be paid in the total amount of the down payments already raised.

## IV. Exhibit space rental fee and registration fee

**IV.1.** Any rental fee for sheltered as well as open space shall be specified in the booking form for the space and trade show/exhibition stand construction. The rental fee shall be specified based on the size of the space, where each incomplete square metre shall be charged as complete. The rental fee shall be specified for the period of preparation work, the event as such and clearing of the stand, and shall include: the exhibit space, primary lighting, heating, fire prevention, cleaning in the premises outside the area of stands, general night surveillance and guarding of the exhibition premises, operation of cloakrooms, toilets, production and publicity and exhibitor's third party liability insurance.

**IV.2.** The exhibitor's and co-exhibitor's registration fee shall be a non-reimbursable payment. It shall cover the following items: including the basic data in the catalogue and information system related to the event, 1 copy of the catalogue (either printed or on CD), assembly staff and exhibitor's ID cards, where the number depends on a total area of the exhibit, vouchers for free entrance for business partners and five free tickets. The amount of the registration fee shall be specified in the binding application form.

## V. Terms of payment and sanctions

**V.1.** The Exhibitor undertakes to pay to TERINVEST for any and all provided services within the due date as specified in the invoice. If the amount invoiced is not paid by the Exhibitor within the due date as specified in the invoice at the latest, an interest at the rate of 0.1% from the amount that had not been paid within the due date is hereby set up by the Parties for each day of the delay. This arrangement above shall not affect any TERINVEST's right to withdraw from the Contract as stipulated by the section III.5.

**V.2.** If the Exhibitor's participation at a TERINVEST's trade show/exhibition is cancelled or the exhibit space obligatorily booked is reduced by the Exhibitor, any already covered amount of the rental fee or a proportionate part thereof shall be returned to the Exhibitor if a letter of cancellation in writing relating to the booked space or a part thereof is delivered to TERINVEST no later than five months prior launching the trade show/exhibition. Any registration fee already paid shall be fully forfeited.

**V.3.** Any earlier cancellation in writing of an exhibit space already booked or a part thereof by the Exhibitor than five months prior launching the trade show/exhibition shall be deemed a breach of Exhibitor's obligation of regular participation and in such case the Exhibitor shall be obliged to pay to TERINVEST a contractual penalty as follows:

a/ 50% of the rental fee for the exhibit space that had been obligatorily booked if the cancellation takes place sooner than five months prior launching the trade show/exhibition, and

b/ Full rental fee as primarily agreed if the cancellation takes place sooner than two months prior launching the trade show/exhibition.

Any registration fee already paid shall be fully forfeited.

## VI. Set up, operation and disposal of exhibits

**VI.1.** The Exhibitor shall have the right of placing an order for building the stand and any additional services related to the stand furnishing with any vendor. The Exhibitor shall have the right of using Exhibitor's own stand and equipment.

**VI.2.** The maximum height of the exhibits including banners shall be three metres unless permitted otherwise at the sole discretion of TERINVEST. The Exhibitor shall be fully responsible for compliance with fire prevention regulations and any other legal rules. Design of any exhibit consisting of an additional level above the ground must be submitted to TERINVEST for approval. In addition, the Exhibitor shall be obliged to submit to TERINVEST a structural engineer's certificate for any exhibit consisting of an additional level above the ground on day of launching the trade show/exhibition at the latest.

**VI.3.** The Exhibitor shall be obliged to submit to TERINVEST a design plan of the exhibit within a specified date prior launching any preparation work unless TERINVEST is an exhibit builder. Any architectural design of the exhibit may not be restricting any other exhibits in the neighbourhood.

**VI.4.** If the back part of the exhibit exceeds 2.5 m in height, it must be designed to not visually disturb the look of the neighbouring exhibits.

**VI.5.** The Exhibitor shall be obliged to check and comply with the heights, carrying capacity, or also other technical parameters that exceed the standard parameters specified in the booking form or those existing in the exhibition premises, e.g. sizes of doors, etc.

**VI.6.** Any order for power and water supply as well as a telephone line may be placed by the Exhibitor exclusively with TERINVEST within a specified date prior launching the trade show/exhibition.

**VI.7.** Any assembly work related to the Exhibitor's own stand can be carried out only within a time specified by TERINVEST at its sole discretion. When building exhibits, the Exhibitor shall be fully responsible for activities of a builder company authorized by the Exhibitor in the exhibition premises.

**VI.8.** The Exhibitor or any company authorised by the Exhibitor may not clear any exhibit items and exhibit as such before the trade show/exhibition is over.

**VI.9.** Any damage caused by defective wiring inside the exhibit shall be a full responsibility of the Exhibitor. The Exhibitor must submit to TERINVEST an inspector's report concerning the wiring inside the exhibit made by an authorized engineer on the day of launching the trade show/exhibition at the latest.

**VI.10.** The Exhibitor shall be responsible for the exhibit space and any equipment and installations rented by TERINVEST; the space and any such equipment and installations must be returned undamaged when the event is closed. If the exhibit space, exhibition premises and any equipment and installations rented by TERINVEST are damaged, fouled or contaminated by the Exhibitor, any such damage caused must be fully covered by the Exhibitor to TERINVEST.

**VI.11.** The Exhibitor shall be obliged to dispose of any waste borne by the Exhibitor on Exhibit's account. To fulfil this, the Exhibitor shall be obliged to book waste containers or remove any such waste by Exhibitor's own means. Following the disassembly, the Exhibitor must hand over the exhibit space cleaned up and undamaged, which must be recorded by means of a hand over certificate in writing made by and between the Exhibitor and TERINVEST. If the Exhibitor fails to hand over the exhibit space as required, TERINVEST shall be entitled to charge a contractual penalty of CZK 100/sq. m of the booked exhibit space corresponding to the cleaning expenses.

**VI.12.** The Exhibitor undertakes to adhere to the times of entry into and departure from the exhibition premises as specified by TERINVEST. All Exhibitor's personnel shall be obliged of bearing Exhibitor's ID cards in a visible manner over the period of the trade show/exhibition.

## VII. Promotion and publicity

**VII.1.** The Exhibitor shall be entitled to presenting Exhibitor's basic data in the alphabetic list of exhibitors in the catalogue of the event. The Exhibitor shall have the right of publishing additional information about the Exhibitor's company as well as advertisements in the catalogue provided this is booked within the deadline specified by TERINVEST.

**VII.2.** The Exhibitor shall be entitled to promoting the Exhibitor's products solely in Exhibitor's own exhibit. No presentation of the Exhibitor may disturb or restrain any other neighbouring exhibit. Any posters, banners and other promotional media may be placed outside the exhibit only where specified by TERINVEST; any such placement shall be subject to special charges. Any presentation may be prohibited or limited by TERINVEST in case that noise, dust, waste products and vibrations are generated and normal operation of the event is affected. Fees related to operating any musical production at the stand or any other presentation within the trade show/exhibition shall be arranged by the Exhibitor alone.

**VII.3.** The Exhibitor thereby agrees with forwarding offers and proposals related to Exhibitor's participation on the trade show/exhibition in accordance with Act 480/2004 Coll. on advertisement control.

**VII.4.** In accordance with Act 121/2000 Coll., copyright act, the Exhibitor thereby grants its consent to TERINVEST with production of and publishing sound and picture records related to presenting TERINVEST and/or any exhibition or trade show, in which the Exhibitor was participating, without any Exhibitor's right for compensation.

**VII.5.** TERINVEST shall be entitled to using any text and picture data and materials submitted by the Exhibitor in order to promote and present TERINVEST and/or any exhibition or trade show, in which the Exhibitor was participating.

**VII.6.** In accordance with Act 101/2000 Coll., on protection of private information, TERINVEST, as a processing party, shall have the right of processing and keeping private information obtained from the Exhibitor in order to make proper arrangements for the trade show/exhibition in which the Exhibitor was participating, for which Exhibitor's consent is hereby granted.

## VIII. Losses and insurance

**VIII.1.** TERINVEST shall not be responsible for any Exhibitor's and/or co-Exhibitor's loss and destruction of or any damage to exhibited items, equipment and installations within the stand, merchandise, packages and packaging materials, no matter if any such destruction or any other damage took place before opening, in course of, or after closing the trade show/exhibition. TERINVEST shall arrange for general night surveillance and guarding of the exhibition premises. Any case of stealing any exhibited item must be reported by the Exhibitor to the Police Department. Any compensation for the damage will be only possible via an insurance company. In order to make this possible, the Exhibitor shall arrange a policy concerning the insurance of any exhibited items, exhibit installations, and merchandise or materials displayed.

**VIII.2.** The act of booking shall include establishment of Exhibitor's third party insurance arranged by TERINVEST, where the Exhibitor undertakes to cover the related insurance rate as a part of the rental fee. The Exhibitor shall be insured within the third party insurance in connection with Exhibitor's activities, where the minimal insurance benefit shall make CZK 5 million, and Exhibitor's contribution shall make 5% of the insurance benefit.

**VIII.3.** The Exhibitor is free to place an order for a special guarding of the Exhibitor's stand with TERINVEST.

## IX. Final provisions

**IX.1.** If TERINVEST is unable, as a result of circumstances for which TERINVEST cannot be held responsible (force majeure), to open the trade show/exhibition in question or arrange for the activities of such trade show/exhibition, either fully or in part, it shall notify the Exhibitor without any delay. All and any obligations established upon the contract on Exhibitor's participation already signed shall expire and the Exhibitor shall not be entitled to any claim for compensation of any damage incurred.

**IX.2.** If TERINVEST is unable, as a result of circumstances for which TERINVEST cannot be held responsible, to realize the trade show/exhibition in question or make sure such trade show/exhibition can take place at its regular venue, i.e. Vystaviste Praha - Holesovice, it shall have the right of relocating any such exhibition/trade show onto another venue, i.e. exhibition premises in the territory of the Czech Republic that are relevant to the importance and extent of the exhibition/trade show, to be specified by TERINVEST. The Exhibitor shall be notified of such fact by TERINVEST and at the same time informed on the new location of the Exhibitor's stand within the new venue. The right of changing the venue mentioned above can be applied by TERINVEST three months prior scheduled opening of the exhibition/trade show at the latest. The change of venue shall not affect the Exhibitor's obligation of fulfilling the Exhibitor's duties resulting from the signed contract on participation.

**IX.3.** Any alterations and additions to this contractual relationship shall not be valid and take effect unless agreed in writing.

**IX.4.** Any Exhibitor's claims towards TERINVEST must be raised by means of TERINVEST's responsible staff member in writing once any defect is found without any delay, however, on the last day of the exhibition/trade show at the latest, otherwise such Exhibitor's right shall expire.

**IX.5.** The Exhibitor shall have the right to claim the amount that is equal to maximum of 100% of fully covered payments for rental of the exhibit space as compensation for damage, which shall be at the same time the maximum foreseeable damage incurred as a result of breach by TERINVEST.

**IX.6.** Any contractual relationships shall be subject to the Czech law.