Binding Application Form for Participation of the Firm – General Agreement

Workplace, mailing address: Dělnická 12, 170 00, Prague, Czech Republic Company Registration No.: 63080575, Tax Id. No.: CZ63080575 Registered by Municipal Court in Prague, Section B, File no. 3309 Bank Details: Expobank CZ a.s., Account No. 5085320021/4000 IBAN: CZ7240000000005085320021, SWIFT: EXPNCZPP

PVA EXPO PRAGUE, 26-29 March 2020

**DESIGN SHAKER** 

**FRESH SPACE B** 

Tel: +420 225 291 185

E-mail: rakusan@abf.cz, Internet: www.abf.cz, www.pvaexpo.cz

Closing deadline for orders is 31 January 2020

EXHIBITOR					
Company name		Reg. No			
Registered office* - street		Tax ID. No			
Town	Postal Code	Country			
Company telephone no Company e-ma	Company e-mail address				
Internet www.					
Contact person	Position				
Tel./mobil	E-mail**				
Mailing address, if different from the registered office					
Email for sending invoices electronically					
<b>REPRESENTATIVE OF THE EXHIBITOR</b> (To be completed only in the case when the Exhibitors ask assurance of their participation through a representative, including all invoicing and correspondence)					
Company name					
Registered office* - street		Tax ID. No			
Town	Postal Code	Country			
Company telephone no Company e-mail address					
Internet www.					
Contact person	Position				
Tel./mobil	E-mail**				
Mailing address, if different from the registered office					
Email for sending invoices electronically					

I grant permission to ABF, a.s. to send me commercial information in an electronic form, in accordance with Act no. 480/2004 Coll. This permission can be withdrawn anytime in the future by sending a text "stop" to stoplist@abf.cz.

signature of exhibitor/ representative of the exhibitor





**EUR 455** 

FRESH SPACE <b>B</b>		
OPTIONAL ITEMS  - exhibition area 7 m <sup>2</sup> - external walls of LTD material (black/white colour)  - textile curtain  - graphic works – company name – 0,5 m <sup>2</sup> - registration fee		19 700 Kč
Pojištění odpovědnosti za škodu – povinné	EUR 46	

OPTIONAL ITEMS		
Powe supply. intel – up to 1.1 kW	EUR 68	
WiFi	EUR 41	
PRICE - TOTAL		

## VAII prices are without VAT.

I hereby confirm that I read the Business Terms and Conditions of ABF, a.s., which are an integral part of this application form, and that I understand them and agree with them. I take into account that this is a framework agreement which will be realized in steps, based on further orders made in writing or via e-mail. If the orders are issued by a third party, the original is always required

<sup>\*</sup> For natural persons (individuals) please state the place of business.

<sup>\*\*</sup> This must be filled in for the sending of the position, assembly instructions, etc.



Business Company: ABF, a.s. Registered office: Beranových 667, 199 00, Prague, Czech Republic

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## **Business Terms and Conditions of ABF, a.s.** for Participation of Exhibitors in the Trade Fair **DESIGN SHAKER**

PVA EXPO PRAGUE, 26-29 March 2020

Organiser:
ABF, a.s., registered office: Beranových 667, 199 00, Prague, Czech Republic, Company Registration No. 63080575
Legal entity or natural person to whom ABF, a.s. has confirmed participation in the Trade Fair or Exhibition
Place of the event: PVA EXPO PRAGUE - Beranových 667, 199 00, Prague, Czech Republic

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 of the Firm, properly filled and signed in (hereinafter referred to as "Binding Application"). After the receiving of the Binding Application, ABF, as. 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 ABF, a.s. for the Exhibitor's participation in the Trade Fair

Fair.

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

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

Exhibition:
The Exhibitor is entitled to exhibit, sell or otherwise make available to the public only the products for which he is authorized and whose disclosure to the public does not infringe the copy-

ducts for which no is authorized and whose disclosure to the public does not infringe the copyright or other rights of third parties.

The Exhibitor is obliged to arrange, at his own expenses, for visas, licences and any other necessary permissions to sell products at the trade fair. In the event that the Exhibitor will not attend the trade fair because he did not receive an appropriate visa or another permit, the Exhibitor is not entitled to a refund of the deposit payment made on the rental of exhibition area. In such case, the deposit is considered a cancellation fee.

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Article 2. - Terms of payment

1. After the receiving of the Binding Application, ABF, a.s. 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 with a deduction of advances will only be sent after the end of the Trade Fair.

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
— Five Exhibitor's Cards for every additional 10 sq.m commenced exceeding the area of 30 sq.m
— One Exhibitor's Card for every additional 10 sq.m commenced exceeding the area of 30 sq.m
— Assembly/Dismantling Cards for the Implementation Teams making it possible for the vehicles
to enter the Exhibition Centre (ABF, a.s. is authorised to demand a financial security at the
entrance)
— 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

- 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.
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 90 days before the Trade Fair beginning
- 50 % of the total rental charged on the cancellation of the Binding Application in a term from 30 to 90 days before the Trade Fair beginning
- 100 % of the total rental charged on the cancellation of the Binding Application in a term from 30 to 90 days before the Trade Fair beginning
- 100 % of the total rental charged on the cancellation of the Binding Application in a term less than 30 days before the Trade Fair beginning
- The cancellation fees shall apply even in the case of reduction made by Exhibitor of the area ordered.

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 to the Binding Application. 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 property 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. All the prices are stated as VAT exclusive.

Shall the exhibitor all to pay for the rented exhibition area and for the ordered services 14 days before the start of the trade fair, ABF, a.s. reserves the right to cancel the participation of the Exhibitor.

Article 3. – Exhibition area

1. ABF, a.s. 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

ordered shall be the settlement of all the payments due in the context with participation in the Exhibition Centre. (ATTENTION: in the case of outdoor stands it is necessary to count with the overlapping of the roof above the stand – the roof must not interfere into the neighbouring area). The minimum sizes of the exhibition areas are stated in the Binding Application. ABF, a.s. can, after consulting the matter with the Exhibitor reduce the area of the rented exhibition space and to change its shape. ABF, a.s. reserves the right to change the placement of the exhibition area. If the contracted area is not available to the Exhibitor for reasons caused on the part of ABF, a.s., 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 ABF, a.s. will not accept and will not indemnify any claims for damages which the Exhibitor could have incurred for this reason.

reason.

If the Exhibitor himself does not provide a stand or does not order it at ABF, a.s., he will only have an unlimited booked exhibition area. The Exhibitor is obliged to respect the raster of the exhibition area, ie. not to exceed the area, even in the case of raised height dominances. The Exhibitor 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 Rindian Annifeations.

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

— U-shape areas (front) with three 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 area.

Article 4. – Damage liability insurance

1. ABF, a.s. 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 Fairs.

2. Exhibitors participate in the trade fair at their own risk. The Exhibitor will not claim that ABF, a.s. is liable for any demands of third parties for reimbursement of any damage resulting from the participation of the Exhibitor in the trade fair.

3. The Exhibitors are obliged to be insured for liability for damage caused by its activities to third parties during the entire term of the Trade Fair.

4. ABF, a.s. provides for the benefit of Exhibitors liability insurance for damage caused by the Exhibitor's activity to third parties at the time of the fair, assembly and disassembly up to the amount of the indemnity EUR 68, 182 for the price of EUR 46 without VAT.

5. If the Exhibitor has an individual insurance policy for liability for damage to the indemnification limit of min. EUR 68, 182, the Exhibitor must provide ABF, a.s. with the confirmation of the insurance from the particular insurance company.

6. 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.

ticle 5. – Safety, health and fire protection

The Exhibitors are obliged to observe, during the assembly, in the entire course of the Trade Fairs 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 fechnical 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 ABF, a.s.

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.

health.

3. In the course of the Trade Fairs, 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". The Exhibitors are obliged to use dedicated walking paths and roads. 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 ABF, a.s. The Exhibitors who prefer to ensure the erection of their stands by themselves and not through ABF, a.s. 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 ABF, a.s. 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 ABF, a.s. 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 Exhibitor is entitled to promote his / her products or services only on his own exposure and shall not disturb or restrict the surrounding exposures.

2. Placement of any advertising or promotenial materials out of the Exhibitor's own exposition is only permitted after a previous written approval from ABF, a.s., and is for fee.

3. ABF, a.s. 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 ABF, a.s. 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. ABF, a.s. 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 EUR 228.

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 offier order forms to the address: ABF, a.s., Trade Fair Administration, Délnická 12, 170 00, Prague, Czech Republic, by the specified deadlines of individual closing dates

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

Article 9. – Personal data processing

1. ABF, a.s. processes personal data of the Exhibitors (hereinafter referred to also as "the Data Subjects") in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), hereinafter referred to as "GDPR".

GDPR:

ABF, a.s. acts as the Data Controller and the Exhibitors can contact it in connection with their personal data processed at the address of its registered office.

ABF, a.s. processes personal data of the Exhibitors, which they have provided to it in connection with the signing of the application or contract for the reason of necessity for contract performance, for the reason of necessity for contract performance, for the reason of necessity for contract performance, for the reason of necessity for contract performance according to the contract and for termination of a contract, as well as for the purpose of conclusion of a contract, provision of performance according to the contract and for termination of a contract, as well as for the purpose of possible enforcement of the claims implying from the contract.

ABF, a.s. processes the following personal data of the Exhibitors or of natural persons acting the the Exhibitor in contractual relations: first name, surname, title, date of birth, address of residence, mailing address, account number, e-mail, phone number. These personal data are confidential and shall not be provided to any third person and shall not be transferred abroad either.

either.

The personal data handed over by the Exhibitor are processed in writing through a contract, application form, and then they are entered into a computer system of ABF, a.s., which has adopted such measures that are necessary for elimination of an unauthorised or accidental access to personal data, for elimination of any other manner of their unauthorised processing, as well as for elimination of any other misuse of the personal data. Only responsible persons have access to the personal data.

Article 10. – Final provisions
 ABF, a.s. reserves the right to cancel the participation of the trade fair if the Exhibitor does not act in good faith, fails to observe the rules of contracting, or breaches the technical and safety regulations and instructions.
 All requirements and changes on the part of the Exhibitors must be sent to the ABF, a.s., subject to a previous agreement with ABF, a.s. Trade Fair Administration, in writing, All complaints on the part of Exhibitors towards ABF, a.s. for the time of stand assembly and course of the Trade Fairs must be submitted in writing to the ABF, a.s. before the end of the Trade Fairs or during the dismantling work, until it is completed.
 The present Business Terms and Conditions form an integral part of the Binding Application for participation of the firm at the Trade Fair.