

GENERAL TERMS AND CONDITIONS

that constitute an integral and inseparable part of the agreement concluded by and between Agrármarketing Centrum Np. Kft., hereinafter AMC, and the exhibitor as contracting party applying for the exhibition organized by AMC – hereinafter contracting party

1. Conclusion of the contract

1.1 From the contract's conclusion point of view sending the following documents to the contracting party qualifies as AMC's offer to conclude a contract: Application form, General Terms and Conditions– hereinafter: Conditions.

1.2 The contract is considered concluded with the official confirmation by AMC on the Application form properly signed by the contracting party.

1.3 AMC sends a request for advance payment/invoice containing a space fee to the contracting party. Sending the properly signed Application form and the payment of the space fee are the preconditions of the attendance.

1.4 For the exhibitors that sent back the Application form, AMC allocates the exhibition area. AMC determines the area of exhibition without reasoning obligation thereabout. AMC notifies the contracting party about its decision regarding the allocation of the exhibition area on the given exhibition (stand allocation) and also sends electronically the site plan that are also inseparable parts of the present agreement. The contracting party shall understand and comply with the provisions of the GRRO (General Rules and Regulation of Operation).

AMC shall not be obliged to accept an offer the content of which differs from the offer sent by it (and which qualifies as a new offer).

2. The categories of the attendees of the exhibition

These categories are opted for by the ones who filled in the Application form (contracting party).

2.1 Those natural persons, legal entities or unincorporated business associations that contracted with AMC are liable for the payment of the space fee and the services provided by AMC to them (addressee of the invoices). The contracting party may be an exhibitor, a representative of a collective exhibition or a company who only organizes the attendance on behalf of the exhibitor and pays the fees of the attendance. In all cases its name must be indicated at the contracting party's data on the Application form.

2.1.1 The *exhibitor* is present on the exhibition with its own stand part, or might organize other company's (co-exhibitor) attendance who also have their separate stand parts within the stand required and contracted by the exhibitor. The names of these companies shall be indicated on the *Co-exhibitors and represented companies* form.

2.1.2 The *organizer of a collective exhibition* executes a national/province or association/chamber attendance and itself does not necessarily appears on the exhibition with own stand. Similarly with the earlier point the data of the companies represented by it shall be indicated on the *Co-exhibitors and represented companies* form (under *Co-exhibitors*).

2.1.3 A company that organizes the attendance of other company(ies) on the exhibition and concludes agreement on its (their) behalf, but itself is not represented with own stand part, shall fall under the category of *paying organiser*. From technical point of view, the data of the paying organiser shall also be indicated in the contracting party column, the data of the company(ies) organised by it shall be indicated similarly with the earlier points *Co-exhibitors and represented companies* form (under *Co-exhibitors*)

2.2 The *co-exhibitor* has its own stand part on the exhibition but does not have contractual relationship with AMC. The data of the co-exhibitor shall be indicated on the *Co-exhibitors and represented companies* form by the contracting party. Regulations obligatory for the contracting party shall also be kept by the co-exhibitor, but only the contracting party has payment obligation.

2.3 *Represented company* is a company or legal entity that does not use own stand part on the exhibition and who is represented by the exhibitor or co-exhibitor on the stand.

3. Modification of the rented area

The rented area allocated by AMC shall not be exchanged arbitrarily with another exhibitor, shall not be increased by an agreement with another exhibitor or shall not be changed in any way without the prior written consent of AMC.

4. Products, group of products, services

The contracting party is entitled to introduce only those products, group of products or services that were indicated on the Application form and accepted by AMC. In the event that the exhibitor fails to remove a product from the stand that does not fit in the announced group of products after the first request to do so, AMC shall be entitled to close such stand at the contracting party's costs and risk. AMC draws attention to the fact that, with AMC's preliminary consent, it is allowed to sell products that were indicated on the Application form and approved by AMC, however it is the contracting party's obligation to obtain the necessary official permits for such sale.

5. Catalogue

The space fee contains the basic registration fee of the contracting party, the co-exhibitor and the represented company. The represented exhibitor is entitled to the basic registration instead of the paying organiser. Until the closure of the catalogue

script it is free to cancel a service ordered in the said catalogue. AMC cannot take into attention cancellations after this time and the whole fee of the earlier ordered services will be invoiced.

6. Payment conditions, possession

6.1 The area fee and all services shall be paid in accordance with the payment conditions set forth by the request for advance payment/invoice. In case of delay in payment AMC charges the legal default interest.

6.2 After the conclusion of the agreement (see: point 1.2) AMC is entitled to issue a request for advance payment/invoice.

6.3 The allocated exhibition area may be taken into possession and the building may start only after the building date is published by AMC and the area fee is settled. The fact of the settlement must be proven.

6.4 The invoices regarding the on-site services must be settled until the closing of the event.

6.5 According to the current legislation AMC's services are considered to be complex services, thus it is encumbered with 27% VAT.

6.6 AMC shall conclude a liability insurance policy on behalf of the Contracting party for the term of its activities on the area of Hungexpo Budapest Fair Centre and for the coverage of any and all incidental, unexpected damages that might be caused by its own building (furnishing, demolishing) activity or building activities performed by its contractors.

In addition to the above insurance policy, the exhibitors may conclude further insurances on their exhibition materials, installations and other things situated in the area of Hungexpo Budapest Fair Centre. All damages originating from the delay of obtaining these insurances or originating from the lack of such insurances shall be borne by the exhibitor.

The exhibitor shall be jointly and severally liable with its contractor for damages caused by the contractor to AMC or to third parties.

6.7 The exhibitor shall be obliged to announce its demand for providing music at its stand to AMC for approval 15 days before the opening of the exhibition. The consent of the lessees of the nearby stands must be attached to such demand. The amplifier must be turned towards its own stand and the volume may not exceed 80dBA. If – despite of AMC's warning - the exhibitor does not stop the music service exceeding the above limit or breaches the prohibition on providing music, AMC may stop the energy supply for the exhibitor's stand.

7. Cancellation, complaints, disputes, parts of the contract

7.1 If the contracting party cancels its attendance after the conclusion of the contract and 30 days before the opening of the event, it shall pay 50% of the area fee as default penalty. The amount of such default penalty shall be 80% of the area fee if such cancellation occurs within 29 to 11 days before the opening, and 100% of the area fee if it occurs 10 days or less before the opening. Cancellation may be valid only in writing if sent to AMC in a verifiable manner. The cancellation shall be valid from the date when AMC receives it.

7.2 In case the contracting party does not occupy its area 24 hours before the opening at the latest (hereinafter: absent contracting party) AMC may be entitled to let out such area to another exhibitor without any obligation to refund or pay damages. The absent contracting party will not receive its area fee back, furthermore it shall reimburse all ordered and completed services too. If the absent contracting party failed to pay the rental fee, it shall however be obliged to pay 100% of the area fee as default penalty.

7.3 The contracting party shall submit its complaints regarding the organization, implementation, operation, etc. of the event – in order for it to be testified - before the closing of the event, furthermore it must notify AMC in writing about its remarks regarding the invoicing until the payment deadline of the said invoice. AMC cannot take into account any complaints which are received after these deadlines.

7.4 The present Conditions, the GRRO, the content of the Application form and any other written declarations of the parties form an inseparable part of the contract.