

# General Terms of Participation in Flóra Bratislava



## Art. I DEFINITION OF TERMS

the purposes of this Agreement, the following terms are used with the meanings defined as follows:

**"Regulation"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data

**"Civil Code"** means Act No. 40/1964, the Civil Code, as amended.

**"Commercial Code"** means Act No. 513/1991, the Commercial Code, as amended.

**"Organisational Instructions"** means the organisational instructions set out in this Application Form (on page 4 and 5 of the Application Form), which are an integral part of the Agreement; by signing the binding application form, a Participant expresses their will to abide by the Organisational Instructions.

**"Organiser"** means a company separate from the Service Company that has concluded a rental agreement with the Owner for the rental of the part of the Incheba Exhibition Complex where Flora Bratislava takes place and which has allowed the Service Company to sublet this space for use by the Participant in accordance with this Agreement. Detailed identification information on the Exhibition Organiser for a given Exhibition is specified on the tickets for the Exhibition.

**"Terms and Conditions"** means these General Terms of Participation in Flora Bratislava issued by KULLA SK as an integral part of the Agreement between the Participant and the Service Company; by signing the binding application form, a Participant expresses their will to be bound by these Terms and Conditions.

**"Application Form"** means this application form signed by the Participant, which is an integral part of the Agreement and contains the basic particulars of the Agreement including the text of the Terms and Conditions and the Organisational Instructions; until its acceptance, the Application Form is considered the Participant's proposal to conclude an Agreement and after its acceptance by the Service Company, the Application Form becomes (a part of) the Agreement.

**"Display Builder"** means the natural person or legal entity that will install and dismantle the display in the Exhibition Space to which this Agreement relates; this person may be the Participant or a third party provided that the Stand Builder has a trading licence for such activity.

**"Service Company"** or "KULLA SK" means KULLA SK, s.r.o., registered office Trnavská cesta 110/B, 821 01 Bratislava, ID no. (IČO): 31 321 003, registered in the Companies Register of Bratislava I District Court, Section: Sro, Entry: 2567/B

**"Co-Exhibitor"** means a natural person or legal entity represented in the Participant's exhibition display whom the Participant records as a co-exhibitor on the Application Form.

**"Participant"** means the natural person or legal entity identified in the header of this binding Application Form, who signs the Application Form to express their will to participate in the Exhibition as an exhibitor or vendor and to abide by these Terms and Conditions,

and who is a party to the Agreement (after their application form is accepted by the Service Company).

**"Owner"** means Incheba, a.s., registered office Viedenská cesta 3 - 7, 851 01 Bratislava, ID no. (IČO): 00211087, the owner of the Incheba Exhibition Complex where Flora Bratislava takes place.

**"Exhibition"** means the exhibition "Flóra Bratislava", which will take place in a part of the Incheba Exhibition Complex on the dates specified in this Application Form.

**"Incheba Exhibition Complex"** means the whole of the Incheba Exhibition Complex owned by the Owner, in part of which the Exhibition will take place and where the Exhibition Space will be located; the Exhibition will not fill the whole Incheba Exhibition Complex but only a part of it, and neither the Exhibitor (nor the public) will have access to other parts of Incheba.

**"Act No 116/1990"** means Act No 116/1990 on the letting and subletting of non-residential premises, as amended.

**"Agreement"** means the agreement concluded between the Parties, an integral part of which is this Application Form, including the Terms and Conditions and the Organisational Instructions; it is concluded by the signing of the application by the Participant (acceptance of the proposed agreement by the Participant) and the acceptance of the application form by the Service Company in accordance with Art. II hereof.

**"Parties"** means the Service Company and the Participant.

**"PDPA"** means Act No 18/2018 on Personal Data Protection, as amended.

## Art. II CONCLUSION OF THE AGREEMENT

1. Persons interested in renting exhibition space at the Exhibition may register by signing and delivering this Application Form to the Service Company; on delivery of a signed Application Form to the Service Company, it becomes binding for the Participant with the content as delivered to the Service Company.
2. The Service Company will confirm receipt of the Application Form to the Participant by sending an invoice for the registration fee, the first instalment of rent and any remuneration for the provision of ancillary services in accordance with the Application Form and this Agreement. The Service Company will send the invoice in paper form to the Participant's address specified in the header of the Application Form in electronic format as a PDF file to the Participant's e-mail address in the header of the Application Form. The Service Company may confirm acceptance of the Application Form by another stated means that provides unambiguous evidence of the Service Company's intention to accept the Application Form and enter into the Agreement. The Service Company's acceptance of the Application Form in accordance with this point (in particular the sending of an invoice to the Participant) causes conclusion of the Agreement between the Parties.
3. Without the acceptance of the Application Form by the Service Company in accordance with point 2 of this article of the Terms and Conditions, no contractual relationship is established between the Service Company and the Participant and neither of the Parties is subject to any obligation as a result.

4. The Service Company reserves the right not to accept the Application Form and need not give any reason. Inactivity of the Service Company cannot be interpreted as acceptance of the Application Form. The Participant is bound by the Application Form delivered to the Service Company for 3 months from its delivery to the Service Company during which the Service Company is entitled to accept the Application Form as a proposal to conclude an agreement.

## Art. III SUBJECT-MATTER

1. Under the concluded Agreement, the Service Company undertakes to sublet a part of the exhibition space to the Participant during the Exhibition as specified in the Application Form and any attachments to it (hereinafter the **"Exhibition Space"**) and the Participant undertakes to pay the Service Company the registration fee, rental for the Exhibition Space and remuneration for any ancillary services provided, and to comply with the Organisational Instructions and other obligations laid down herein.
2. The Exhibition Space, as the subject matter of rental under this Agreement, is let to the Participant for a fixed term, which is the days when the Exhibition is open to the public (which are specified in the header of the Application Form and in the Organisational Instructions) and the days for the installation and dismantling of the exhibition displays before and after the Exhibition, the details of which are specified in the Organisational Instructions. The Organisational Instructions may specify an exact time (in hours) for the start and end of the Participant's rental of the Exhibition Space on specific calendar days.
3. The Participant is entitled to mark in the Application Form any of the ancillary services on page 1 of the Application Form such as entry in the competition for the most beautiful display, parking (a parking permit), issuing of exhibitors' cards, participation in the exhibition with a Co-Exhibitor etc. (hereinafter the **"Ancillary Services"**). The Service Company provides Ancillary Services at its discretion and is not bound by what the Participant marks in the Application Form. If the Service Company provides the Ancillary Services, the Participant is obliged to pay for them.
4. The Participant may also order from the Service Company other goods and services related to the rental that are expressly specified in the Application Form (on page 2) such as an electricity supply, water, promotional services, cleaning services, decorative material, the loan of selected movable items such as furniture (hereinafter only the **"Services"** and **"Goods"**). The Participant cannot order other goods or services than those expressly specified in the Application Form. If the Participant wishes to receive goods or services, they must clearly enter the precise required quantity (rounded to a whole number) in the Application Form. Uncompleted fields mean that the Participant is not interested in the given goods or services.
5. The scope and number of Ancillary Services, Goods and Services that the Participant marks in the Application Form are not binding for the Service



## ORGANIZATION OF THE EXHIBITION

KULLA SK, s.r.o., Address: Trnavská cesta 110/B, 821 01 Bratislava, Slovakia  
email.: flora@kulla.eu, web: www.kulla.eu

Identification nr.: 31321003, Tax nr.: 2020902785, VAT nr.: SK2020902785  
Tatra Banka, a.s., IBAN: SK521100000002940001862 / TATRKBX  
Telephone number: +421 2 3301 4401

- Company and the Service Company reserves the right not to provide or supply Ancillary Services, Goods or Services that the Participant marked in the Application Form either in full or in part, especially with reference to the technical impossibility of implementation, the size of the required scope/volume, insufficient parking spaces, limited capacity etc. A refusal to provide Ancillary Services, Goods or Services (in full or in part) has no effect on the validity or duration of the concluded Agreement as regards the rental of the Exhibition Space or other rights and obligations of the Parties resulting from the Agreement (including those relating to accepted Ancillary Services, Goods and Services). The Service Company's refusal may be explicit or implied, for example by not including items from the requested Ancillary Services, Goods and Services in the first invoice indicating acceptance of the Agreement in accordance with Art. II of the Terms and Conditions. The Participant does not have the right to give notice of termination or withdraw from the Agreement if the Service Company does not provide or supply Ancillary Services, Goods or Services requested in the Application Form; the rental of the Exhibition Space will remain valid if the Service Company does not supply Ancillary Services, Goods or Services to the participant, or does not supply them in the full extent.
- The Participant may request Ancillary Services, Goods or Services after delivery of the Application Form to the Service Company; the deadlines for such requests are specified in the Organisational Instructions.
  - Aspects of the Agreement relating to the rental of the Exhibition Space are governed by the relevant provisions of the Civil Code concerning rental and Act No. 116/1990. Aspects of the Agreement relating to the provision of other services specified in the Application Form are governed by Sec. 269(2) of the Commercial Code. In aspects of the Agreement concerning the lending of Goods to the Participant, the rights and obligations of the Parties are governed by Sec. 659 and following of the Civil Code (lending agreement).
  - The content of the Agreement is determined by the signed and completed Application Form delivered to the Service Company. For the purposes of any subsequent amendments to the Agreement or additional orders of Ancillary Services, Goods or Services, the Parties undertake to conclude an addendum to the Agreement in written form.

#### Art. IV RENT AND REMUNERATION PAYABLE TO THE SERVICE COMPANY

- The amount of the rent for the rental of the Exhibition Space is specified in the Application Form and depends on the area of the exhibition space and the type of stand specified in the Application Form. The amount of the rent per m<sup>2</sup> of space may vary depending on time (e.g. a different price before 31/12 and after 01/01) in which case the amount of the rent depends on the date when the Participant's Application Form is delivered to the Service Company. For the purposes of rent, the area of the exhibition space or stand is rounded to a whole m<sup>2</sup> upwards.

- In the Application Form, the Participant specifies only the size (area in m<sup>2</sup>) of the required Exhibition Space or stand, and the Service Company will then calculate the rent and invoice the Participant based on the indicated required area and the price per m<sup>2</sup> specified in the Application Form. The minimum rent for a covered exhibition space corresponds to 6 m<sup>2</sup> and the minimum rent for an open exhibition space corresponds to 4 m<sup>2</sup> even if the actual Exhibition Space is smaller; the Service Company may grant an exception to this condition in written form.
- Rent is payable as follows:
  - the first instalment of rent is 50% of the total amount payable within 14 days from acceptance of the Application Form by the Service Company, meaning within 14 days from the date when the invoice is sent to the Participant;
  - the second instalment of rent is 50% of the total amount payable by 28/02 of the calendar year in which the Exhibition is taking place, even if the Service Company has not delivered the invoice to the Participant by the given date.
- In addition to rent, the Participant must pay the Service Company the registration fee in the amount specified in the Application Form. The registration fee is payable in full within 14 days from acceptance of the Application Form by the Service Company and is always charged to the Participant on the same invoice as the first instalment of rent. The registration fee covers the administrative costs of the Service Company for arranging rental of the Exhibition Space to the Participant and other costs for general promotion and the accompany programme of the Exhibition.
- If the Participant orders Ancillary Services via the Application Form and the Service Company accepts the order, or if the Participant has a Co-Exhibitor, they must pay the Service Company the corresponding charge (remuneration) for the Ancillary Services in the amount specified in the Application Form in full within 14 days from acceptance of the Application Form by the Service Company; this amount will be added to the invoice for the first instalment of rent.
- If the Participant orders Goods or Services via the Application Form and the Service Company accepts the order, they must pay the Service Company the corresponding charge (remuneration) for the Goods and Services in the amount specified in the Application Form in full within 14 days from acceptance of the Application Form by the Service Company; this amount will be added to the invoice for the first instalment of rent.
- If the Participant will participate in the Exhibition with a Co-Exhibitor or enters information about a Co-Exhibitor on the Application Form, they must pay the Service Company the Co-Exhibitor's fee in the amount specified on the Application Form regardless of whether the Participant marked this cost item on the first page of the Application Form.
- Information on rent and other fees and remuneration on the Application Form does not include VAT and unless the form expressly states otherwise, it covers the full term of the Agreement.

#### Art. 5 PAYMENT AND CANCELLATION TERMS

- After receiving the Application Form, the Service Company may (but is not obliged to) send an invoice to the Participant for the registration fee and the first instalment of rent in accordance with Art. IV(3)(a) of these Terms and Conditions and any remuneration for Ancillary Services, Goods and Services in accordance with Art. IV(4) and (5) hereof (hereinafter the "First Invoice") From the sending of the First Invoice to the Participant, the Application Form is considered accepted and a rental agreement for the Exhibition Space is considered to be concluded in accordance with Art. II hereof.
- The Participant's monetary obligations are deemed fulfilled from the date when the corresponding amount is credit to the Service Company's bank account. The Participant undertakes to pay their obligations to the Service Company's account specified in the corresponding invoice or else to the Service Company's bank account specified on the Application Form.
- Participants must file complaints concerning information on invoices with Service Company in writing within 10 days from receiving the invoice; complaints will not be considered after this deadline.
- In the event of the Participant's withdrawal from the Agreement, the Participant must pay the Service Company a cancellation fee (contractual penalties) as follows:
  - if withdrawing from the Agreement on or before 28/02 of the calendar year in which the Exhibition will take place, the cancellation fee (contractual penalty) is equal to the sum of all the items specified on the First Invoice including the corresponding VAT but not less than the sum of 50% of the rent for the Exhibition Space originally ordered, the full registration fee and the full amount of the fees (remuneration) for Ancillary Services and other Goods and Services specified in the Application Form plus the corresponding VAT;
  - if withdrawing from the Agreement on or after 01/03 of the calendar year in which the Exhibition will take place, the cancellation fee (contractual penalty) is equal to the sum of all the items specified in the First Invoice and the remaining 50% of the rent including VAT but not less than 100% of the rent for the Exhibition Space originally ordered, the full registration fee and the full amount of the fees (prices) for Ancillary Services and other Goods and Services specified in the Application Form plus the corresponding VAT.
- The contractual penalties (cancellation fees) under the point above are payable to the Service Company without a special instruction from the Service Company no later than 14 days from the date of the Participant's withdrawal from the Agreement.

#### Art. VI. TERM OF THE AGREEMENT AND RENTAL PERIOD

- This Agreement enters force and effect on the date when the Application Form is accepted by the Service Company (i.e. from the moment of conclusion of the Agreement) in accordance with Art. II hereof.

2. The period of rental of the Exhibition Space under this Agreement is a fixed period from the first day for the installation of exhibits for the Exhibition, through the Exhibition itself (the days when it is open to the public) until the last day for the dismantling of exhibits and the clearing of the Exhibition Space which are specified in more detail, including precise times, in the Application Form and the Organisational Instructions (hereinafter the “**Rental Period**” or the “**Term of the Agreement**”). The Rental Period and the amount of rent will not be affected by the fact the Participant will not have access to the rented premises at certain time set by the Owner, the Service Company or the Organiser (e.g. during hours when the Incheba complex is closed) and the Participant accepts this.
  3. After the end of the Rental Period, the Agreement (and the rental of the Exhibition Space) expires; this has no effect on the duration of those provisions of the Agreement that are intended to continue after the expiry of the Agreement or the duration of the Parties’ claims arising during the term of the Agreement or at the moment of its termination.
  4. The Participant may terminate their participation in the Exhibition at any time after the conclusion of the Agreement without specifying a reason by delivering to the Service Company written notice of their withdrawal from the Agreement. On delivery to the Service Company of written notice of withdrawal, withdrawal becomes effective and the Agreement is terminated apart from those provisions that remain effective after the expiry of the Agreement based on their character or the will of the Parties (see point (10) of this article). Withdrawal means an act unequivocally expressing the Participant’s will not to take part in the Exhibition or to cancel their participation. The notice of withdrawal must be demonstrably delivered to the Service Company. If the Participant withdraws from the Agreement, the Service Company is entitled to contractual penalties (cancellation fees) in accordance with Art. V(4) hereof.
  5. If the Participant withdraws from the Agreement, the Service Company is not obliged to return to the Participant any payment received from the Participant in relation to the Agreement before the Participant’s withdrawal (the paid registration fee, rent or part thereof, fees for other goods and services etc.); the Service Company remains entitled to the contractual penalties (cancellation fees).
  6. The Service Company is entitled to withdraw from the Agreement without specifying a reason and without any penalty at any time between the conclusion of the Agreement and three days before the start of the Rental Period. Notice of withdrawal can be delivered in written form or in electronic form delivered to the Participant at the e-mail address given in the Application Form. On delivery of notice of withdrawal to the Participant, the Agreement is terminated; in this case the Service Company will return to the Participant the funds received from the Participant in connection with the Agreement minus any costs already incurred in the organisation of the Exhibition. These costs may be distributed in whole or in part between all the exhibitors at the Exhibition and may amount to at most 15% of the rent under this Agreement. The refund will be paid within 90 from the date of the Service Company’s withdrawal from the Agreement.
  7. The Service Company is entitled to withdraw from the Agreement without giving prior notice to the Participant in the following cases:
    - a) if the Participant fails to pay any monetary obligation within 10 days after its due date.
    - b) the Participant makes a fundamental or repeated breach of an obligation resulting from the Agreement or legislation;
    - c) the Participant does not comply with instructions of the Owner or the Organiser relating to the Exhibition, including internal or other regulations issued by the Owner, which apply to persons on the premises of the Incheba Exhibition Complex;
    - d) the Participant uses (in any manner, form or extent) parts of the Incheba site that are not covered by rental under this Agreement.
  8. If the Service Company withdraws from the Agreement for a reason under point (7) of this article hereof, they are not obliged to return to the Participant any payment received from the Participant before withdrawal from the Agreement and the Participant is obliged to pay the Service Company a contractual penalty equal to the cancellation fee referred to in Art. V(4)(b) hereof.
  9. The Service Company may deliver notice of withdrawal from the Agreement in written form or only in electronic form delivered to the Participant’s e-mail address specified in the Application Form. Withdrawal is effective from the moment when notice is delivered to the Participant.
  10. Whatever the reason for termination of the Agreement (expiry of time, withdrawal), its termination has no effect on the obligations of the Parties that have arisen during the term of the Agreement or on the termination of the Agreement, including the obligation to contractual penalties or other penalties, default interest or compensation to the other Party.
  11. The provisions of the agreement that by their nature or the will of the Parties should remain in force after the termination of the Agreement will remain in force after the termination of the Agreement for whatever reason; the main provisions that remain in force after the termination of the Agreement are those concerning confidentiality, delivery, personal data protection, contractual fines and penalties and the definitions of terms.
  12. The Participant undertakes that after the expiry of the Rental Period, they will restore the Exhibition Space to its original condition and return to the Service Company the equipment borrowed for their exhibition display in its original condition.
- Art. VII. EXHIBITS, INSTALLATION AND DISASSEMBLY OF DISPLAYS, SAFETY MEASURES**
1. The Participant may freely display and operate exhibits in the rented Exhibition Space provided they are within the goods classification for the exhibition as specified in the Application Form and comply with Slovak technical safety standards. The Participant undertakes that the commodity structure of all their goods and services (and those of any Co-Exhibitors) at the Exhibition will be related to flowers, plants, gardens, garden equipment and furniture, or goods and services related to plants, flowers and gardens. Decisions on exceptions are made by the Service Company based on a written request delivered by the Participant no later than 30 days before the start of the Rental Period. For the purposes of the subsequent points in this article, “exhibits” means all items and goods that the Participant has in the rented Exhibition Space and “display” means the overall appearance, arrangement, furniture, portable structures and other installations in the Exhibition Space.
  2. The maximum permitted weight of exhibits is 300 kg/m<sup>2</sup>; exhibits above this limit require written approval issued in advance by the Service Company. The maximum height of an exhibition display in the exhibition halls, including a header, is 3 m above the floor of the hall. The maximum height of an outdoor exhibition display is 8 m above the floor; participants may install outdoor structures and exhibits with a height greater than 3 m only after submitting and delivering to the Service Company structural integrity certification taking account of the force of the wind and obtaining written consent in advance.
  3. The Participant undertakes that the installation and dismantling of displays and exhibits (also referred to as “installation work”) will be carried out in accordance with the Organisational Instructions, the instructions of the Organiser or Owner and legislation on occupational safety and health (OS&H). If the Parties do not agree otherwise in writing in the Application Form, the Participant will provide for installation work for their display themselves at their own expense and at their own risk; neither the Service Company nor the Organiser will bear any liability for implementation of installation and dismantling of displays or exhibits nor for compliance with OS&H rules, the prevention or damage or breach of other regulations by the Participant or persons acting on their behalf. The Participant is responsible for ensuring that installation work is carried out only by persons properly qualified for the installation and dismantling of exhibition displays (with the relevant trading licence). If the Participant will not carry out installation work themselves, they must inform the Service Company and hire, with the Service Company’s consent, a suitable person with appropriate qualifications. The Service Company reserves the right not to approve the display builder chosen by Participant to carry out installation work. The Service Company reserves the right to select a person to carry out installation work for the Participant; even in this case the Participant bears sole responsibility for compliance with the Agreement (including the Organisational Instructions), the instructions of the Service Company and the Owner, OS&H and other regulations, with which they must acquaint the selected person in advance.
  4. Takeover of the Exhibition Space or exhibits from

- the Service Company is always carried out by the Participant or an authorised representative who presents an original authorisation document from the Participant for retention by the Service Company. If the Participant or their authorised representative is not present, the exhibit will be deposited at a location selected by the Service Company at the Participant's risk and expense.
- The Participant undertakes to remove exhibits from the Incheba site by the deadline for dismantling and to completely clear the Exhibition Space by the end of the Rental Period, i.e. by the date and time for the end of dismantling specified in the Organisational Instructions. If exhibits (either items or equipment) remain on Incheba premises and/or in the Exhibition Space after the deadline for dismantling, the Service Company or the Owner will remove and store them at the Participant's risk and expense. The Service Company will release the exhibits or other items to the Participant only after payment of all costs related to the handling and storage of the items. If the Participant does not collect the items or pay all costs under the previous sentence within 45 days from the end of the Rental Period, the Service Company is entitled to dispose of the items or handle them at their discretion, or to use them in another manner for their own purposes or those of a third party, without any compensation for the Participant or any penalty.
  - The Service Company is not liable to the Participant or a co-exhibitor for the loss, destruction or any damage to any exhibits or the display regardless of whether such damage occurs before, during or after the end of the Exhibition.
  - If installation is carried out by a third party (a display builder), the Participant must acquaint the display builder with all the obligations resulting from this Agreement (particularly this article of the Terms and Conditions), the Organisational Instructions and the Owner's safety regulations, and the Participant undertakes to ensure the display builder's compliance with them. If the display builder is a different person from the Participant, the Participant will bear liability for breaches of obligations resulting from this Agreement (including the Organisational Instructions) as if the Participant had carried out the installation work.
  - The Service Company determines the precise times and deadlines for installation and dismantling within the calendar days specified in the Organisational Instructions and reserves the exclusive right to determine who will be or will not be permitted access to the Incheba Exhibition Complex for installation work and under what conditions. The Service Company reserves the exclusive right to permit exceptions from the set times for installation and dismantling. An exception is possible only with the written consent of the Service Company and subject to the payment specified in the Organisational Instructions. It is not to extend the installation period on the last day of installation.
  - The Participant accepts that the architectural design of a display must not interfere with or limit its neighbours and must not exceed the footprint of the rented Exhibition Space even in its roofing structure. The Participant undertakes to carry out the installation and dismantling of their display only in the rented Exhibition Space. Carrying out construction work (e.g. sawing, milling, carpentry work on large panels, welding etc.) in the rented Exhibition Space (or elsewhere on Incheba premises) is prohibited.
  - The Participant undertakes that when installing their display they will not leave waste or debris in the area around the Exhibition Space and undertakes to bring installation material through the designated gate to the exhibition hall. A gate to the Exhibition Hall close to the Exhibition Space can be opened at the Participant's request.
  - It is prohibited to interfere with the horizontal and vertical structures of the exhibition hall or load-bearing structures (including utility infrastructure) with no exceptions, and the Participant is fully liable to the Service Company, the Owner and affected third parties for any breach of this obligation by the Participant or their display builder.
  - The participant / display builder must order linkages only from the Service Company.
  - The Participant must take all measures necessary to prevent damage to property and health (including the obligation to correctly label hazardous areas and surfaces), and comply with all regulations on fire protection, OS&H, hygiene and work in their Exhibition Space, display and installation work (if carried out outside the Exhibition Space / display). In the rented Exhibition Space, the Participant must also implement all measures laid down by regulations on fire protection and occupational safety and health, and measures to prevent any damage to health and property, including obligations to display relevant safety and warning signs and notices in the Exhibition Space.
  - The Participant is responsible for organising and ensuring fire protection and occupational safety and health in their Exhibition Space in accordance with applicable legislation and must directly inform the Owner and the Service Company of any potential risks to fire protection and occupation safety and health resulting from their activity. The Participant must ensure that their activity and the work of their employees is organised and implemented so as to ensure protection for visitors to the Exhibition (the public), the Owner's employees, workers for other exhibitors in the Exhibition and persons working on Incheba premises. The obligation to comply with rules and regulations on OS&H, fire protection, prevention duties and in other areas under this article of Rules also apply to the Participant and their co-exhibitor and display builder if they carry out any activity outside the rented Exhibition Space on Incheba premises.
  - The Participant must cooperate in ensuring a safe working environment without defects or threats to health for all persons on Incheba premises and must comply with the obligations laid down in the organisational regulations for fire protection in the building where the Exhibition Space is situated.
- They must acquaint themselves with the building's fire protection documents (the technical report on arrangements for fire protection, the fire rules, the fire alarm directive and the fire evacuation plan) and comply with the instructions and conditions they contain. They must follow instructions and comply with prohibitions related to fire protection that are issued by the Service Company or the Owner. The Participant must acquaint themselves with the location of fire protection equipment in the building where the rented premises (Exhibition Space) are located, with the instructions for their use and must not remove or damage such equipment, including their information signs and notices. The Participant must keep marked escape routes and exits clear at all times.
- The Participant must allow the Service Company, the Organiser and the Owner or their authorised representatives access to the rented premises (the Exhibition Space and the display installed there) to inspect compliance with obligations related to fire protection, occupational safety and health and other obligations resulting from this Agreement at any time.
  - The Participant must ensure that their Exhibition Space displays the requisite safety and warning signs and other signage required under trades licensing and other applicable legislation of the Slovak Republic.
  - The Participant is liable for compliance with all the obligations laid down in this article and the effects of any breach even if the obligations are breached by their employees, a co-exhibitor or their employees, other persons working for the Participant or their co-exhibitor, the display builder or another person performing activities or services for the Participant in the Exhibition Space or anywhere else on Incheba premises. The Participant must inform all persons listed in the previous sentence of their obligations under this Agreement.
  - The Participant undertakes to use supplies of electricity, water and other technical media ordered via the Application Form only for their own purposes and in the designated area.
  - The Participant undertakes not to bring motor vehicles, trailers or other wheeled vehicles into the exhibition halls. Any exception must be granted by the Service Company in written form. If motor vehicles are exhibited, they must have an empty fuel tank and a disconnected battery during exhibition.

#### Art. VIII. DEPOSIT

- This subject-matter of the Agreement also includes the payment of Participant's payment of a deposit to the Service Company in the amount specified in the Application Form depending on the type of space rented (indoor, outdoor, catering).
- The deposit must be paid by the date specified in the Application Form or else in accordance with the invoice issued by the Service Company, whose payment period is 14 days from delivery. If the Participant has rented multiple spaces, they must pay a deposit for each Exhibition Space. The deposit can be included in the first invoice.



3. The deposit is used to cover monetary obligations under this Contract that are not paid correctly and on time, including unpaid rent, registration fees, remuneration for services, compensation, penalties, default interest etc. The Service Company is entitled to draw on the deposit at any time to satisfy claims against the Participant and to notify the Participant of this (including by e-mail), whereupon the Participant must top up the deposit to its original amount without undue delay, at most within 7 days of the notification.

## Art. IX. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Participant is not entitled to sublet (in form or in fact) the Exhibition Space or any part thereof to a third party either free of charge or for remuneration.
2. The Participant is entitled to use only the exhibition space that is the subject-matter of this Agreement (as specified in the Application Form and any attachments to it). The Service Company reserves the right to decide on the specific location of the Exhibition Space within the part of the Incheba premises that are available for use based on their agreement with the Organiser. If the Participant is interested in renting a larger exhibition space than the space requested in the Application Form, they must inform the Service Company in writing and the Service Company reserves the right to decide on the allocation of additional space. Enlargement of the Exhibition Space is possible only with the prior written agreement of the Service Company or in the form of a bilateral written agreement and is subject to a charge set by the Service Company which may differ from the prices laid down in the Application Form.
3. The Participant will be allowed access to the Exhibition Space to install the display on the date specified in the Organisational Instructions. A condition for handover of the Exhibition Space to the Participant is payment in full of rent, the registration fee, the deposit (if applicable in the case in question) and other financial obligations of the Participant under this Agreement and a concluded insurance contract covering liability for damage that the Participant's operating activities cause to a third party up to an amount of at least EUR 10,000, unless the Application Form stipulates otherwise. The Participant must take delivery of the Exhibition Space before the start of the Exhibition in accordance with the Organisational Instructions. If the Participant does not take delivery of the Exhibition Space within the set period, the Service Company reserves the right to dispose of unclaimed exhibition space (including the possibility to let it to a third party) and the Participant will lose the right to use the Exhibition Space during the exhibition; this has no effect on the Participant's obligation to pay rent and comply with other monetary and non-monetary obligations under the Agreement.
4. The Participant may only order cleaning services from the Service Company during the Rental Period.
5. The Service Company is responsible for general protection of the exhibition spaces and for this reason the Service Company must have unrestricted access to the Exhibition Space during the rental. The Service Company (or their authorised representative) must have access to the Exhibition Space at any time during the rental for the purposes of protecting property and health, safety, preventing damage, guarding exhibition spaces etc. The Participant takes note of this and agrees that the Service Company or its authorised representative, plus the Owner and the Organiser, will have access to the rented premises – the Exhibition Space throughout the rental period at any time and without prior notice.
6. Participants are entitled to promote their products and services only in their rented Exhibition Space using reasonable means in accordance with applicable legislation. A participant may place posters, advertising signs, billboards, placards, banners or other promotional items outside the Exhibition Space only in places determined by the Service Company and after payment of a charge set by the Service Company.
7. Both in the Exhibition Space and outside it the Participant must refrain from any activities (promotional or otherwise) that cause noise, dust, residues or tremors, and other activity that endangers the safety of visitors, other exhibitors or third parties or disturbs other exhibitors or disrupts the Exhibition to an unreasonable or non-customary extent.
8. If using recorded music in the Exhibition Space, the Participant must comply with all obligations under the copyright act and bears liability for the payment of royalties to organisations for the collective management of copyright and related rights.
9. A catalogue of exhibitors is issued for exhibitions and the Participant undertakes to supply the required information for the catalogue free of charge. The Service Company is not liable for incorrect information supplied by the Participant. The Service Company does not guarantee the publication of information supplied after the closing date.
10. The Service Company reserves the right to adjust the dates and opening hours of the exhibition without the Participant being entitled to any compensation or discount. The Service Company has the right to refuse to allow specific persons to enter the exhibition.
11. The Service Company does not guarantee the availability of parking spaces for the Participant. The public car park at Incheba is guarded; the Service Company accepts no liability for damage to the property of Participants or third parties caused by third parties in the car park.
12. The Participant will receive the number of passes for themselves and their personnel allowing them free access to the exhibition complex and the exhibition on the specified dates. An exhibitor pass is valid for only one person and is non-transferrable; the Participant and their personnel must not provide these passes to third parties. Any abuse will be considered a breach of the Agreement and the Participant will be obliged to pay the Service Company a contractual penalty of EUR 500.
13. The number of free exhibitor passes depends on the size of the rented area. If the Participant is renting multiple spaces, exhibitor passes are issued for each space separately.
14. Installation work is prohibited on days when the Exhibition is open to the public.
15. Before leaving the Exhibition Space the Participant must always check all electrical appliances and disconnect them from the current. If the Participant has any electrical appliances or technical electrical equipment in their Exhibition Space, they must ensure that it has been properly checked, that it complies with Slovak technical standards and regulations and, if so required under applicable regulations, that it is manipulated only by persons authorised to do so under Decree 508/2009 as amended.
16. Naked flames and smoking are prohibited in all parts of the Incheba Exhibition Complex and smoking will be permitted only in designated and marked areas.
17. The Service Company is entitled to decide unilaterally that an Exhibition Space that is the subject-matter of rental under this Agreement and was requested in the outdoor part of the Incheba complex will be provided for the Participant's use in an indoor (covered) hall in the Incheba exhibition complex; the Service Company is mainly entitled to take such a decision to prevent damage from forecast adverse weather and climatic conditions, strong wind, rain, low temperatures etc. and can take such a decision until the first day for the installation of exhibits for the Exhibition, inclusive. If the Exhibition Space is relocated to the a covered hall under the previous sentence, the Participant is not entitled to terminate or withdraw from the Agreement, nor are they entitled to a discount, complaint or other claim for defects against the Service Company; this applies particularly if the area of the Exhibition Space remains unchanged.

## Art. X. OTHER PROVISIONS

1. The Service Company and the Organiser bear no liability to the Participant for the loss, destruction or any damage to a display, to exhibits, to apparatus and equipment, covers and packaging material or personal items regardless of whether the destruction or damage occurs before, during or after the Exhibition.
2. If the Participant does not order the building of their display through the Service Company (meaning that they perform their installation work themselves or through a third party), they must prove, no later than the first day of the Rental Period, that they have taken out liability insurance for the damage to third parties caused by their own (business) activity covering the whole rental period (including the days for installation and dismantling) with insurance benefit as specified in the following table:
  - Participant installing a display under their own management € 15,000
  - implementation of a display up to 30 m<sup>2</sup>, € 30,000
  - implementation of a display up to 50 m<sup>2</sup>, € 60,000
  - implementation of a display up to 100 m<sup>2</sup>, € 90,000
  - implementation of a display up to 100 m<sup>2</sup>, € 120,000.
3. If the Participant has not concluded a valid insurance policy or does not present proof of this to the Service Company, the Service Company is entitled to prohibit

- their entry to the exhibition complex or the Exhibition Space until they comply with this obligation.
- Without prejudice to the other provisions hereof, the Parties have agreed on a modification of the Service Company's liability for compensation to the Participant. The Service Company will be liable to the Participant only for actual suffered damage only up to three times the registration fee. The Service Company will not be liable to the Participant for loss of profit or non-material injuries (e.g. harm caused to their good name, reputation, compensation for pain, suffering and loss of amenity).
  - Within the Exhibition Space, the Participant bears full liability to third parties for injuries and non-material injuries (including liability for compensation for pain, suffering and loss of amenity) that occur in the Exhibition Space rented by the Participant, meaning damage suffered in the rented Exhibition Space. The provisions of the previous sentence also apply if damage is suffered outside the area rented by the Participant but in direct connection with the Participant's activities (e.g. if contrary to these Terms and Conditions the Participant places items outside the Exhibition Space or installation work is carried out outside the rented space).
  - The Service Company accepts no liability if the Exhibition does not take place for reasons outside the Service Company's control and accepts no liability for losses suffered by the Participant as a result.
  - The Participant is not entitled to transfer any claims it may have against the Service Company to a third party or to unilaterally offset them against receivables of the Service Company.
  - The Participant exercises use rights (e.g. the installation of a display, goods, advertising, stands, benches, chairs etc.) only within the rented space (the Exhibition Space). The size of the rented space is based on the Application Form and any annexes to it, and the Service Company is entitled, but not obliged, to graphically mark a specific space within the Incheba Exhibition Complex for the Participant's use. This marked space is binding for the Participant and they must not exceed its boundaries.
  - The Participant must comply with regulations on occupational safety and health and fire protection. The Participant is responsible for organising and ensuring fire protection and occupational safety and health. The Participant must inform the Organiser and the Owner of any risks resulting from the Participant's activity and must ensure that their activity and the work of their employees is organised and carried out in a way that ensures protection for third parties including visitors to the exhibition. The Participant must comply with obligations laid down in the organisational directive for fire protection in the building. The Participant must comply with the general conditions for entry to the Incheba complex issued by the Owner. The Participant must acquaint themselves with the fire protection documentation for the building and comply with the instructions and requirements that it contains and also instructions of the Organiser and the Owner relating to Fire

- Protection. The Participant must ensure that their rented space displays the requisite safety and warning signs. In the rented premises the Participant must comply with all obligations resulting from Act No. 124/2006 on occupational safety and health, as amended, and Government Regulation No. 387/2006 on occupational safety and health. The Participant must acquaint themselves with the location of fire protection equipment, with the instructions for their use and must not remove or damage such equipment, including their information signs and notices. The Participant must keep marked escape routes and exits clear at all times. The Participant must comply with all the obligations laid down in this point both in the rented premises and in other parts of the Incheba complex where they keep or exhibit goods or equipment (tables, benches etc.) rightly or wrongly. The Participant bears sole liability for the rented premises, activity therein and compliance with the aforementioned obligations related to occupational safety and health and fire protection.
- The Participant is obliged to ensure, at their own risk and expense, compliance with the obligations laid down in point (9) by their own employees, their external workers, vendors, temporary staff, display builders, transport operators and other natural persons and legal entities present in the Incheba complex with their consent and knowledge either during the exhibition or during the installation and dismantling of displays. In the event of a breach of the obligations laid down in point (9) by third parties listed in the previous sentence, the Participant will be liable for any material or non-material damage to the Organiser or third parties as if they had caused the material or non-material damage themselves.
  - The Participant must comply with the organisational Instructions and ensure, at their own expense and risk, that all their own employees, their external workers, vendors, temporary staff, display builders, transport operators and other natural persons and legal entities present in the Incheba complex with their consent and knowledge either during the exhibition or during the installation and dismantling of displays are acquainted with the organisational Instructions and comply with them; this applies mutatis mutandis to obligations resulting from the Terms and Conditions that may apply mutatis mutandis to third parties (e.g. co-exhibitors, display builders etc.). In the event of a breach of the obligations laid down in the Organisational Instructions or Terms and Conditions by third parties listed in the previous sentence, the Participant will be liable for any material or non-material damage to the Organiser or third parties as if they had caused the material or non-material damage themselves.
  - The Participant must always and immediately comply with all instructions of the Organiser or the Owner that are of an organisational or technical nature or that related to the protection of health, safety or fire protection; the Participant must ensure, at their own expense and risk, compliance with such instructions in the same extent by their own employees and

all third parties present in the Incheba complex with their consent and knowledge otherwise they will be liable for any material or non-material damage as if they had caused it themselves.

#### Art. XI. PERSONAL DATA

- The Service Company will process personal data related to the conclusion and implementation of this Agreement in accordance with the PDPA and the Regulation. The scope and subject-matter of personal data processing is as follows:
  - information on the Participant given in the Application Form (first name, last name, title, business name, place of business, corp. ID no. (IČO), tax ID no., telephone and e-mail contact data, name of the statutory body, bank account no.);
  - information on the Participant included in invoices that the Service Company issues to the Participant;
  - information on a co-exhibitor included in the Application Form, if they are a natural person;
  - other information that the Participant provides to the Service Company in the implementation of this Agreement.
- The purpose of processing personal data is to implement the subject-matter of this Agreement, its conclusion, amendment and termination, the performance of obligations resulting from applicable legislation, arrangements for the installation and dismantling of displays, implementation of the Exhibition and accompanying events and contests, protection of the legitimate interests and legal claims of the Service Company, safety and the protection of life and property.
- The Service Company will process the personal data for the term of this Agreement after its termination until the settlement and fulfilment of all rights and obligations relating to the Agreement, the completion of any judicial and out-of-court proceedings relating to this Agreement, for not less than ten years after its termination because of the limitation periods laid down by the Civil Code and the Commercial Code. The Service Company is also entitled to retain this Agreement, invoices and other relevant personal data of the Participant for a longer period than that mentioned earlier in this point if the retention of the data is required under applicable legislation of the Slovak Republic (e.g. tax and accounting legislation and legislation on registries and archives) or if it is necessary for the protection of the Service Company's legitimate interests in judicial and out-of-court proceedings.
- The Participant takes note that premises at the Incheba Exhibition Complex (including the Exhibition Space) may be monitored and recorded by the Owner's video systems, in which case the Participant's personal data will be processed in the scope of their visual appearance; such personal data will be processed for the protection of health and property, safety and the detection of crime and will be retained for a period set by the Owner. If the Participant monitors their own Exhibition Space, they must visibly indicate this in the space with suitable signs.

# General Terms of Participation in Flóra Bratislava



5. The Parties take note that the legal basis for processing the Participant's personal data as specified above is Sec. 13(1)(b) of the PDPA (necessity for implementation of the subject-matter of the Agreement), Sec. 13(1)(d) of the PDPA (protection of the health and property of the data subject and third parties) and Sec. 13(1)(f) of the PDPA (the legitimate interests of the Service Company, in particular the protection of their legal interests and legal claims, the avoidance of damage, the protection of occupational safety, the protection of the health and property of visitors to the Exhibition, the prevention of illegal activity, safety and the detection of crime, etc.). If the Service Company processes contact information and other personal data for co-exhibitors or employees of the Participant provided by the Participant, the legal basis for their processing will be the need to implement the subject-matter of the Agreement; in this case, the Participant must have a legal entitlement to provide the personal data to the Service Company based either on the data subject's consent or another legal basis.
6. The Service Company will be entitled to provide the personal data to the following categories of recipients: (i) accounting and audit companies providing payroll, accounting, tax and audit services for the Service Company, (ii) lawyers and law firms providing legal services for the Service Company, (iii) bailiffs, (iv) law enforcement authorities, courts and other state authorities of the Slovak Republic, (v) suppliers to the Service Company including display builders, (vi) the Organiser and the Owner.
7. The personal data protection rights of the Participant include (i) the right of access to personal data (Sec. 21 of the PDPA), (ii) the right to rectification of personal data (Sec. 22 of the PDPA), (iii) the right to deletion of personal data (Sec. 23 of the PDPA), (iv) the right to restriction of personal data processing (Sec. 24 of the PDPA), (v) the right to object to personal data processing (Sec. 27 of the PDPA), (vi) the right to data portability (Sec. 26 of the PDPA) and (vii) the right to lodge a complaint with a supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic, or to lodge a proposal to commence proceedings under Sec. 100 of the PDPA. As a data subject the Participant has the right to revoke their consent for the processing of their personal data at any time; this right can, however, only be exercised if the sole legal basis for personal data processing is the data subject's consent. Revocation of consent for the processing of personal data that the Service Company processes under another (additional) legal basis is without effect and the Service Company will continue to have the right or duty to process the data.
8. To exercise these rights in relation to the Service Company, the Participant can contact the Service Company in writing at their registered office: Trnavská cesta 110/B, 821 01 Bratislava, or by e-mail at the e-mail address: kulla@kulla.eu. The Service Company will not carry out profiling of the personal data of the Participant except for profiling of which type of exhibition space or stand

is rented in the Exhibition and which types of goods and services are promoted at the Exhibition. The Service Company does not intend to transfer personal data to third countries or an international organisation in the sense defined in the PDPA.

9. By checking the box "**I agree to the processing of my personal data for the purposes of offers of goods and services and other marketing activities of the company**", the Participant gives the Service Company consent for the Service Company to contact them (in writing, by e-mail or by telephone) for the purposes of offers of goods and services and other marketing activities provided by the Service Company and for the possibility to register again for subsequent editions of Flóra Bratislava; this consent is given for a period of 5 years from the date of delivery of the Application Form to the Service Company. The Participant can revoke consent under this point at any time in writing; this has no effect on the processing of the Participant's personal data on other legal bases specified earlier in this article.

#### Art. XII. PENALTIES

1. If the Participant is late in paying any monetary obligation, the Service Company is entitled to charge the Participant a contractual penalty equal to 0.1% of the outstanding sum for each day or part thereof that payment is overdue.
2. If the Service Company or the Organiser incur any financial obligations to third parties (e.g. payment of fines, administrative penalties, damages etc.) as a result of the action or inaction of the Participant in the Exhibition Space or elsewhere in the Incheba Exhibition Complex, the Participant must reimburse the financial sums to the Service Company or the Organiser based on a written or e-mail request, which will include a payment period. The obligation laid down in the previous sentence applies objectively also in cases where the Service Company or the Organiser must pay a third party as a result of the action or inaction of the Participant's employees, co-exhibitors or display builders, or other persons working for the Participant. The Service Company or the Organiser become entitled to the recovery claim against the Participant under this point regardless of whether the action or inaction of the Participant (or another person) was deliberate or negligent, or whether the incident occurred with or without the Participant's deliberate fault.

#### Art. XIII. DELIVERY

1. If the Agreement does not stipulate otherwise, the Parties undertake to deliver all acts and documents concerning the creation, termination or amendment of this Agreement (hereinafter "Documents") in written form to their contact addresses, meaning the registered office of the relevant Party entered in the Companies Register and, in the case of the Participant, the address specified in the Application Form (if different from the registered office or in the case of a natural person). The Parties may deliver documents in person or by registered mail. Delivery in person is also

possible at another location where the addressee can be found. In the case of personal delivery, a Document is deemed to be delivered when it is handed over to the other Party with written confirmation of receipt of the Document signed by the addressee in their own hand on a copy of the delivered Document. In the case of personal delivery, a Document will also be considered to be delivered at the moment when the addressee refuses to take delivery of the Document.

2. If a Document is delivered by mail, the Document is considered delivered if the addressee does not collect the letter from the post office in the period set for the collection of a registered letter at the post office, or if the letter is returned to the sender as undelivered or undeliverable (for any reason), in which case the delivery date of the Document to the addressee is deemed to be the 10th (tenth) day after the sender mailed the letter at the post office.
3. In the case of acts that these Terms and Conditions allow to be carried out electronically, the Parties undertake that the relevant Document will be delivered to the Participant's e-mail address specified in the Application Form (if the addressee is the Participant) or the address of the Service Company's registered office (if the addressee is the Service Company).

#### Art. XIV. FINAL PROVISIONS

1. Rights and obligations of the Parties not expressly regulated by these Terms and Conditions are governed by the Application Form and the Organisational Instructions (being integral to the Agreement) and applicable legislation of the Slovak Republic.
2. In the event of conflict between the provisions of these Terms and Conditions and the Organisational Instructions in the Application Form, these Terms and Conditions prevail.
3. By signing this Application Form, the Participant declares that they have carefully read these Terms and Conditions and the whole Application Form before signing it, that they have understood all the rights and obligations that it establishes, that they agree with them without reservation and that they have signed and sent the Application Form to the Service Company freely and seriously, without pressure or stress.



#### ORGANIZATION OF THE EXHIBITION

KULLA SK, s.r.o., Address: Trnavská cesta 110/B,  
821 01 Bratislava, Slovakia  
email.: flora@kulla.eu, web: www.kulla.eu

Identification nr.: 31321003, Tax nr.: 2020902785, VAT nr.: SK2020902785  
Tatra Banka, a.s., IBAN: SK521100000002940001862 / TATRKBX  
Telephone number: +421 2 3301 4401