

BINDING CONDITIONS FOR PARTICIPATION IN THE INTERNATIONAL EXHIBITION "INFOTHERMA"

1. Introductory provisions

1.1 These Terms and Conditions (hereinafter referred to as "Terms and Conditions") of Agentura INFORPRES s.r.o., IČO 268 32 721, with its registered office at Riegrova 857, Místek, 738 01 Frýdek-Místek, registered in the Commercial Register maintained by the Regional Court in Ostrava under file No. C 27911 (hereinafter referred to as the "Organiser"), regulates in detail the rights and obligations between the Organiser and exhibitors who submit a binding application for participation in the international exhibition INFOTHERMA (hereinafter referred to as the "Exhibition" and "Exhibitors").

1.2 The use of any other terms and conditions, in particular the Exhibitors' terms and conditions, is excluded for participation in the Exhibition.

1.3 By submitting a binding application, exhibitors confirm that they have read these terms and conditions before submitting their application and that they expressly agree to be bound by them in the version in force at the time of submitting their application.

2. Application for the exhibition

2.1 Applications sent to the organisers are binding on the exhibitors. The organiser decides on the acceptance, reduction or rejection of an entry without being obliged to give reasons for its decision.

2.2 The exhibitor is obliged to include all co-exhibiting companies in the application and to unconditionally comply with the sectoral division of the exhibition. Exhibits and promotional materials that do not comply with the sectoral breakdown or are not subsequently approved by the organiser before the start of the exhibition will be excluded from the exhibition without any refund from the organiser.

3. Fees and payment terms

3.1 Exhibitors shall pay a registration fee for registration for the exhibition in the amount stated in the application form, which includes the services specified in the application form (hereinafter referred to as the "Registration Fee"). The Registration Fee is not payable for co-exhibitors.

3.2 Exhibitors shall also pay to the Organiser for the rental of free exhibition space or exhibition stand or for other items or services the amounts specified in the Application Form (the price for all items specified by the Exhibitor in the Application Form, hereinafter referred to as the "Price").

3.3 All prices are quoted in CZK and will be plus VAT at the statutory rate.

3.4 Upon receipt of a binding application form, an advance invoice will be issued to the exhibitor for payment of the registration fee and all prices. The Exhibitor is obliged to make payment by the due date, failing which the Organiser has the right to cancel the Exhibitor's participation in the Exhibition (i.e. withdraw from the contract).

3.5 The advance invoice shall be paid on the date on which the relevant amount is credited to the Organiser's bank account.

3.6 In case of cancellation of participation in the exhibition by the exhibitor not later than 3 months before the date of the first day of the exhibition, the cancellation fee will be 50% of the paid registration fee and all prices, after this date the cancellation fee will be 100% of the given amount.

4. Installation of the stands

4.1 Exhibitors who arrange their own stand installation are obliged to do so at least 2 months before the first day of the exhibition:

- a. send the organiser a draft of their stand for approval,
- b. submit with the project a static calculation for multi-storey stands and stands higher than 3 m
- c. order electricity and water supply from the organiser.

4.2 The exhibitor is fully responsible for the activities of the implementation company, in particular for compliance with the Technical and Safety Regulations, the Organisational Instructions for the exhibition and the deadlines for the assembly and disassembly of the stand.

4.3 Only non-flammable materials or materials with a non-flammable finish may be used for the construction of stands. The electrical inspection report will be carried out by the inspection technician of Výstaviště Černá louka Ostrava, the cost of which is already included in the price of the electrical connection according to the binding application form.

5. Conditions for installation of stands

5.1 The Technical and Safety Regulations and the Organisational Instructions for the Exhibition, which are available at www.infotherma.cz, are binding for installers and exhibitors. In the event of non-compliance, the organiser is entitled not to allow the stand to be operated.

5.2 The organiser may decide to change the location of the stand without the exhibitor's consent and shall immediately notify the exhibitor of this fact.

5.4 The building of stands and installation of exhibits takes place only on the three days immediately preceding the first day of the exhibition, always from 8 a.m. to 6 p.m.

5.5 Any interference with the exhibition building is prohibited. Any hanging of exhibits and banners on the hall structures is not permitted. Wall hydrants, fire alarms, fire extinguishers and other equipment ensuring the safety of the exhibition may not be stopped.

5.6 The architectural design and operation of the exhibit shall not interfere with or restrict surrounding exhibits. An exhibitor whose stand exceeds 250 cm in height and is adjacent to

the rear or side wall of surrounding stands is obliged to make the wall above 250 cm in height structurally and graphically neutral (in particular without any advertisements).

5.7 It is forbidden to spontaneously connect the stands to electricity and water.

5.8. It is forbidden to use textile adhesive tapes. When taping carpets, paper tape must be used under double-sided tape.

6. Rights and Obligations of the Parties

6.1 The Exhibitor is entitled to advertise its products and services only in its own stand or by another ordered presentation. Distribution of leaflets and promotional materials outside the exhibitor's stand or a designated and ordered place is not permitted. The exhibitor is obliged to agree with the exhibition organiser on the demonstration of products in the exhibition buildings operated.

6.2 Smoking and handling of open flames is strictly prohibited in the entire exhibition area (only hand tools with functional exhaust are allowed during assembly).

6.3 Connection of stands to water and electricity will be arranged by the organiser through the exhibition staff. Exhibitors who have ordered water and waste water supply will be made available from 9.00 am and closed at 6.00 pm on each day of the exhibition and at 4.00 pm on Thursday. The water and waste water supply will be out of service while the stands are being set up.

6.4 Exhibitors are obliged to hand over the cleaned and undamaged exhibition area to the organiser after the end of the exhibition. Any damage to the exhibition area, the building, the ordered exhibition stand, the organiser's facilities and equipment must be restored to its original condition by the exhibitor or, in the event of damage, the exhibitor must provide monetary compensation.

6.5 Dismantling of stands and removal of exhibits shall only take place on the last day of the exhibition from 4:15 p.m. to midnight and on the day immediately following from 7 a.m. to 1 p.m.

6.6 The Organiser shall not be liable to the exhibitors or their co-exhibitors for loss, destruction or any damage to the exhibits, equipment and stand facilities, equipment for the operation of the exhibition stand, or items left at the stand, regardless of whether the theft, destruction or other damage occurred before, during or after the exhibition. Exhibitors are obliged to take out insurance for this purpose.

7. Information on the processing of personal data

7.1 The Organiser provides the Exhibitor with the following information on the processing of personal data in the event that the Exhibitor is a natural person or in the event that personal data of natural persons on the Exhibitor's side (hereinafter without distinction referred to as "data subject") will be processed.

7.2 The Organiser will process personal data primarily for the purpose of the Exhibition and the Exhibitor's participation in the Exhibition. The legal basis for the processing of personal

data is therefore primarily the contract concluded between the organiser and the exhibitor for the exhibitor's participation in the exhibition. The organiser is entitled to use the electronic contact obtained for the dissemination of commercial communications, in which case the addressee will have a simple and clear option to refuse consent to such use of his/her electronic contact when sending each individual message. The legal basis in this case is the legitimate interest of the organiser as the data controller. The legitimate interest of the controller may also be the legal basis in the event that the organiser processes personal data in connection with the possible enforcement of its claims related to this contract.

7.3 The Organiser processes the data provided by the Exhibitor when submitting the application or in connection with it. The Organiser processes personal data that arise in the course of the performance of the contract. In particular, identification and contact data, date of birth, registered office, exhibitor's stand data and billing data are processed.

7.4 Only the organiser is the recipient of the exhibitor's personal data. The personal data shall not be passed on or disclosed by the organiser to third parties without further delay. The only exception to the above is the possible transfer to a state authority, which the organiser is required by law (e.g. the Police of the Czech Republic) and the possible disclosure to processors on the organiser's side (e.g. accounting company, software providers).

7.5 Personal data of data subjects will not be transferred to any third country or international organisation that does not provide adequate protection of personal data.

7.6 In connection with the processing of personal data, the data subject has a number of rights. The data subject has the right to request by post or email confirmation as to whether his or her personal data is being processed and, if so, the right to access that personal data and information about it. The data subject also has the right to have inaccurate or incomplete personal data rectified.

7.7 The data subject may at any time request the organiser to erase the personal data if there is a reason for doing so or, also if there is a reason for doing so, to restrict the processing of the personal data. The data subject has the right to his or her personal data and to have them transferred to another controller.

7.8 The Organiser processes personal data fairly and transparently. However, if the data subject considers that this is not the case, he or she shall always have the right to lodge a complaint with the Data Protection Authority. All information, as well as contact details, can be found on the website: <https://www.uoou.cz/>.

7.9 The organiser has received personal data only from the exhibitor.

7.10. Personal data that the organiser needs for the performance of the contract or is required to provide by law must be provided by the exhibitor, otherwise the performance of the contract cannot take place.

7.11. Personal data will only be processed for as long as is strictly necessary. Personal data required by law to be processed shall be processed by the organiser for the period of time required by law. Personal data relating to the contract and its performance shall be processed

by the organiser for as long as the claims under the contract are enforceable in court, i.e. generally for a further 3 years. At the end of the processing period, the personal data is then destroyed without delay.

7.12. The exhibitor, a legal entity, is obliged to inform the data subjects of this Information on the processing of personal data.

8. Other arrangements

8.1 The Exhibitor hereby assumes the risk of change of circumstances within the meaning of Section 1765(2) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code").

8.2 In the event that due to circumstances beyond the control of the organiser (*vis maior* - e.g. natural disaster, epidemic, official prohibition) it is not possible to open or hold the exhibition, to ensure the agreed duration of the exhibition, or to ensure the exhibition on the entire agreed exhibition area, the organiser shall immediately notify the exhibitor of this fact. In such a case, the exhibitor shall not be entitled to a refund of the registration fee and prices paid or to compensation for damages incurred. The organiser is entitled to use the payment already made by the exhibitor to cover the costs incurred in the preparation and organisation of the exhibition or for the preparation and organisation of the next edition of the exhibition. All obligations of the organiser arising from the exhibitor's participation contract shall be extinguished in this case.

8.3 These terms and conditions come into force on the date of signing and are attached to the binding application form for participation in the exhibition.

8.4 The Promoter is entitled to change these terms and conditions in full at any time. The change shall be notified to the exhibitors by sending the updated terms and conditions to the exhibitors' e-mail addresses provided in the application form. In the event that the exhibitor does not agree with the change of the terms and conditions, the exhibitor has the possibility to terminate participation in the exhibition within 15 days from the date of sending the updated terms and conditions to the exhibitor's e-mail address, which is considered a sufficient period of time.

8.5 These Terms and Conditions are governed by Czech law, in particular the Civil Code, excluding conflict of laws rules of private international law.

8.6 The general courts of the Czech Republic, specifically the court of local jurisdiction for the organiser's registered office, are competent to settle any disputes arising from the exhibitor's participation contract.

By submitting a binding application, the Exhibitor agrees to the wording of these Terms and Conditions and confirms that he has read them.