

General Business Terms and Conditions

Signing the Application Form signifies acceptance of the General Business Terms and Conditions
By applying, the Contracting Party declares that it became acquainted with and accepted
the notice of HUNGEXPO regarding the processing of personal data available on the website www.hungexpo.hu.

1. Conclusion of contract

1.1. Contracting parties

For the purposes of these General Terms and Conditions, HUNGEXPO Budapest Congress at Exhibition Center Private Company Limited by Shares (registered office: 10 Albertirai út, Budapest H-1101, company registration No.: Cg-01-10-041503, hereinafter referred to as "HUNGEXPO") and the partner (hereinafter "Contracting Party") who completes and properly signs the relevant application form (hereinafter "Application Form") for the exhibition organised by HUNGEXPO on the territory of HUNGEXPO (hereinafter "Exhibition") shall be considered as contracting parties.

1.2 Invitation to tender

For the purposes of concluding this contract (hereinafter: "Contract"), the act of sending or downloading the following documents from the website www.hungexpo.hu shall be considered as a tender invitation by HUNGEXPO: Application Form, General Terms and Conditions of Business – hereinafter General Conditions.

1.3. Conclusion of contract

This Contract shall be considered concluded between the Parties after a copy of the Application Form has been returned by post or fax, properly signed by the Contracting Parties (on behalf of their companies) to HUNGEXPO (hereinafter: "Contract Conclusion"). Simultaneously, the Contracting Party declares that it has acknowledged and accepted these Business Terms, which constitute an inseparable part of this Contract.

1.4. First request for advance payment

Upon receipt of the Application Form, HUNGEXPO shall send the first request for advance payment (hereinafter: "First Request for Advance Payment") to the Contracting Party, which contains the amount specified in section 6.1 below. If the full amount of the First Request for Advance Payment is not credited to HUNGEXPO's account by the prescribed deadline on the relevant invoice, HUNGEXPO shall be entitled to nullify the contract by a unilateral written declaration addressed to the Contracting Party, and to claim a Non-Performance Penalty as specified in section 9.2.

1.5 Area Designation

HUNGEXPO shall make a decision on designating the exhibition area (hereinafter: "Exhibition Area") upon receipt of the amount referred to in section 1.4 without having to justify its decision, and it shall send its decision together with a site plan indicating the Exhibition Area to the Contracting Party.

1.6 General Terms and Conditions of Operation

The Contracting Party shall familiarise itself with HUNGEXPO's current General Terms and Conditions of Operation (hereinafter "Operating Conditions") constituting part of this Contract. The Operating Conditions can be downloaded from HUNGEXPO's website at www.hungexpo.hu, or sent to the Contracting Party by HUNGEXPO by post upon request.

1.7 Data Processing Notice

By signing the application form, the Contracting Party hereby declares that it became acquainted with the data processing notice of HUNGEXPO and accepts the information contained therein. The Data Processing Notice is continuously available on the website www.hungexpo.hu.

2. CONTRACTING PARTIES

2.1 Contracting Party

The Contracting Party is a natural or legal person or an unincorporated body that completes and properly signs an Application Form. Only the Contracting Party may be the recipient and obligor of the invoices issued by HUNGEXPO (e.g. for stall fees and services). The Contracting Party shall specify which categories are applicable to it in the Application Form.

2.1.1 Exhibitor

The Exhibitor shall be present on its own territory or part thereof at the Exhibition (hereinafter "Exhibition Area") or it may organise participation for others (hereinafter "Co-exhibitors") who have their own areas within the Exhibition Area required by the Exhibitor. Data on any Co-exhibitors must be indicated in the Application Form (under the heading "Declaration of Co-exhibitors").

2.1.2 Organiser of a collective exhibition

Participation in the exhibition is organised by a national/provincial or federation/chamber, although it may not necessarily appear at the Exhibition with its own Exhibition Area. The data of exhibitors it organises must be indicated on the Application Form (under the heading "Declaration of Co-exhibitors").

2.1.3 Paying Organiser

The Paying Organiser does not have its own Exhibition Area but organises participation at the Exhibition for another Exhibitor or Exhibitors, and concludes contracts with the organiser of the Exhibition. The Paying Organiser specifies its data in the field entitled "Contracting Party", and the parties it organises under the heading "Declaration of Co-exhibitors" in the Application Form.

2.2 Co-exhibitor

The Co-exhibitor has no Exhibition Area or Part thereof of its own at the Exhibition, or any contractual relationship with HUNGEXPO. The Contracting Party shall specify the data on Co-exhibitors in the field entitled "Co-exhibitors" in the Co-exhibitor Notification Form. The Contracting Party shall be fully responsible for the Co-exhibitor's observance of the code of conduct applicable to the Contracting Party. The Contracting Party shall pay HUNGEXPO the fees charged to the Co-exhibitor (e.g. stall fee, Registration and Sustainability Fee, service charges, etc.). The Co-exhibitor may not be the recipient of any invoice.

2.3 Represented company

A legal person or business association without a legal personality not participating in the Exhibition on an Exhibition Area of its own, but represented by the Exhibitor or Co-exhibitor in business transactions (hereinafter "Represented Company").

3. Occupancy and alteration of the Exhibition Area

3.1 Occupancy

Only after advance payment of the Stall Fee, Registration and Sustainability Fee, and Service Fee and receipt of the Stand Construction plan documentation, as approved by HUNGEXPO, may the Exhibition Area be occupied and construction work commenced.

3.2 Alteration

The Exhibition Area designated by HUNGEXPO cannot be arbitrarily exchanged with another exhibitor, extended by agreement with another exhibitor, transferred or sublet either for a fee or free of charge, and only and exclusively with the written preliminary consent of HUNGEXPO may it be altered in any way.

4. Products, product groups and services

The Contracting Party shall only be entitled to display the products, product groups and services indicated in the Application Form and approved by HUNGEXPO, and advertise its Co-exhibitor and Represented Company as indicated in the Application Form.

If the exhibitor fails to remove goods or services inappropriate to its advertised product group, or promotional advertising material representing a party other than the Contracting Party, its Co-exhibitor, or Represented Company, from the Exhibition Area at first request, HUNGEXPO shall be entitled to have the said Exhibition Area locked at the Contracting Party's cost and risk, and claim indemnification from the latter.

5. Exhibition Catalogue

5.1 Official Catalogue

Only HUNGEXPO is entitled to publish an official catalogue of the Exhibition (hereinafter "Catalogue") in print, and also publish it on the exhibition's website. The official catalogue of the Exhibition must display the HUNGEXPO and/or Exhibition logos. All Contracting Parties who applied to participate by the deadline shall be included in the catalogue.

5.2 Basic Entry

The Registration and Sustainability Fee shall include the fee for the Contracting Party's Basic Entry in the Exhibition catalogue. HUNGEXPO will charge an inclusion fee for any requests beyond the basic entry. Instead of the Paying Organiser, the exhibitor representing it shall be entitled to inclusion in the catalogue, and the fee charged for such inclusion shall be paid by the Paying Organiser.

5.3 Cancellation

Provisions regarding the cancellation of paid services ordered from the Catalogue are set forth in section 9.4.

6. Payment terms and occupation

6.1 Payment obligations of the Contracting Party

The Contracting Party shall pay the Registration and Sustainability Fee (hereinafter "Registration and Sustainability fee"), a stall fee for the Exhibition Area used (hereinafter "Stall Fee"), service charges for the services used (hereinafter "Service Charge"), and, if required, a Contractor's Bond (hereinafter: "Contractor's Bond") and the compulsory liability insurance fee for participation in the Exhibition.

6.2 Amount of the Registration and Sustainability Fee

The Exhibitor (cf. section 2.1.1), the Paying Organiser (cf. section 2.1.3) and the Collective Exhibitor (cf. section 2.1.2) shall pay 100% of the Registration and Sustainability Fee. The Registration and Sustainability Fee rates for the main exhibitor and co-exhibitor are indicated on the application form. The organiser of a Collective Exhibition is obligated to pay the Registration and Sustainability Fee for each participant it organises (cf. section 2.1.2), and the Exhibitor is obligated to pay for its Co-exhibitor (cf. section 2.2).

6.3 The extent of provisions

The amount of the Stall Fee shall be determined on the basis of the floor area and type of the Exhibition Area.

6.4 Service fee

The service fee payable by the Contracting Party shall be aggregated and invoiced in accordance with the fees for the service as specified in the service order form in effect at the time.

6.5 Contractor's Bond

In order to protect HUNGEXPO assets and property, any non-HUNGEXPO contractor or Exhibitor who chooses to build their own stand shall pay a Contractor's Bond prior to commencing construction. The Bond and the payment terms are defined in the relevant information sheet.

6.6 Payment Terms

The fees indicated in section 6.1 are payable according to the agreed payment conditions on the relevant invoice or request for advance payment. Payment schedule: **First Request for Advance Payment:** 30% of the Registration and Sustainability Fee, mandatory liability insurance fee and stall fee as indicated in section 6.1, the **Second Request for Advance Payment:** 70% of the Registration and Sustainability Fee, mandatory liability insurance fee and stall fee as indicated in section 6.1. A Request for Advance Payment shall be issued for 100% of services ordered prior to the first construction day of the exhibition, of which the Contracting Party is obligated to pay before the start of construction. A Request for Advance Payment will also be issued during the exhibitor's construction period on site for the services ordered. These services can only be provided for the Contracting Party if they have been properly compensated for on site. Payment is only at the Main Cashier's Desk and at the Service Stand in Main Building, by cash or bank card. The exception to this shall be transportation and shipping.

Final Invoice: shall consist of the value of the complete Stall Fee, the Registration and Sustainability Fee, the mandatory liability fee, and the Service Fees for services ordered. The Contracting Party is obligated to pay the Registration and Sustainability Fee, the Stall Fee, and the Service Fees of the ordered services on the Request for Advance Payment in full by the deadline specified on the invoice.

In an exceptional case, when the Contracting Party is unable pay the services it has ordered and a partner it has designated will be the Paying Party, in all cases the Paying Party must complete a Declaration to Undertake Obligations to satisfy the invoice.

The fact that the invoices have been paid shall – on request – be proven at the Exhibition Registration desk. If the terms and conditions relating the application for participation offer a discount for early application by the deadline specified for this purpose, the early registration discount shall be credited to the amount specified in the Second Request for Advance Payment after the payment of the amount specified in the First Request for Advance Payment.

Date: _____ **Legally binding signature with stamp:** _____

6.7 Lien

If the Contracting Party fails to perform its obligations as set out in Section 6.6, HUNGEXPO may apply the legal consequences set forth in section 3.11. of the Operating Conditions (hereinafter: "Lien").

6.8 Late payment

If any financial obligation arising from this Contract is paid late, HUNGEXPO shall be entitled to charge a late payment penalty amounting to 20% p.a. The Contracting Party shall provide evidence of payment to the Registration Office of the Exhibition (Main Building) before the close of the Exhibition. The Exhibitor acknowledges and agrees that HUNGEXPO shall be entitled to assign its outstanding claim from the Exhibitor to a factoring company.

6.9 Bank fees

Any and all fees charged by financial institutions in the course of banking operations shall be borne by the Contracting Party, and shall not reduce any claims by HUNGEXPO.

6.10 VAT

As all services provided by HUNGEXPO are considered as complex, they are subject to the payment of VAT, as determined in the current law on value added tax.

7. Insurance

7.1 Liability insurance

For the period of its activity performed on the territory of HUNGEXPO, the Contracting Party shall have an insurance policy valid for accidental and unexpected damages caused by its exhibitors or itself in its capacity as builder (decorator, disassembler, etc.), as well as for its subcontractors.

7.2 Liability Insurance Premium

The premium payable for the mandatory liability insurance (hereinafter "Insurance Premium") shall be 1% of the Stall Fee as determined in the Application Form, excluding discounts. The Contracting Party shall bear the financial obligation for the Stall Fee invoice in connection with this.

The mandatory Exhibition Insurance Premium shall be included on the stall fee invoice and collected by HUNGEXPO on behalf of and for the benefit of the insurer.

7.3 Collateral

Following payment of the insurance premium, the Insurer - instead of the Exhibitor and/or the builder (decorator, disassembler, etc.), except for the down payment - shall pay compensation for any and all accidental and unexpected damages caused by the exhibitor and/or its builders (decorators, disassemblers, etc.), and who bear financial responsibility under the regulations of the Hungarian Civil Code. The Exhibitor and its subcontractor shall be jointly and severally liable for any and all damages caused by its subcontractor concerning HUNGEXPO or a third party.

7.4 Other insurance

In addition to liability insurance, the Exhibitors maintain the option to take out an insurance policy to cover the items they exhibit, their installations and other objects located on the territory of HUNGEXPO. The Exhibitor shall be liable for any and all damages arising from a delay or late conclusion to the insurance contract.

8. Noise protection

8.1 The provision of music and performance

The Contracting Party shall comply with the prevailing provisions of the Operating Conditions during the provision of music and performance activities, and shall, prior to commencing such activities, obtain the consent of the lessees of the neighbouring Exhibition Areas.

8.2 Prohibition of usage of unmanned aerial vehicle, drones

On the whole territory of HUNGEXPO, especially on the Exhibition Area, it shall be prohibited to use or to bring in unmanned aerial vehicle or drones, and to have them flown in. Contracting Party acknowledges that the entitled security personnel shall have the right to make provisions for the immediate removal of unmanned aerial vehicle or drone from the whole territory of HUNGEXPO in case of breach of obligation included in the present article. Contracting Party shall be exclusively and unlimitedly liable for all material and non-material damage arising from the breach of obligation included in the present article – including in particular damage caused to third persons and/or HUNGEXPO, as well as the payment of fine potentially imposed on the ground of usage of unmanned aerial vehicle, drones, and the potential damage of the vehicle occurring during the necessary measures of HUNGEXPO as a consequence of the breach of the obligation included in the present article or otherwise.

8.3 Prohibition

If the Contracting Party exceeds the volume set out in the Operating Conditions and despite a joint request from the organiser and the director of the Exhibition it fails to stop its musical activity or performance exceeding the level set above, or breaches the provisions of section 1.4.6 of the Operating Conditions, HUNGEXPO shall be entitled to terminate the power supply to the Contracting Party's stand, and shall not be liable for any damages to the Contracting Party arising from this action.

9. Cancellation and legal consequences

9.1 Cancellation of participation

Subsequent to Contract Conclusion, the Contracting Party may only validly cancel its participation in the Exhibition in writing, sent in a verifiable form to HUNGEXPO (hereinafter "Cancellation"). Cancellation shall be valid and effective from the date HUNGEXPO receives the statement of cancellation. If the Contracting Party or exhibitor it organises fails to occupy the Exhibition Area 24 hours prior to the opening of the Exhibition, and does not report this late arrival in writing and confirmed by HUNGEXPO (hereinafter "Absence"), this case shall also be considered as a cancellation. In case of Cancellation, HUNGEXPO shall be entitled to lease the Exhibition Area intended for the Contracting Party to another party, and in this respect HUNGEXPO shall not be liable for indemnification under any title whatsoever. In case of Cancellation, the Contracting Party shall be financially obliged to pay a Non-Performance Penalty, as set out below.

9.2 Penalty for non-performance

If the Contracting Party cancels its participation after the conclusion of this Contract but 61 days before the exhibition, She/He must pay the registration and Sustainability fee, the compulsory liability insurance fee and the 30% of the stall fee according to section 6.1. In case of cancellation between 60-31st day prior the exhibition, the Contracting Party must pay the registration and Sustainability fee, the compulsory liability insurance fee and the 70% of the placement fee according to section 6.1. In case of cancellation within 30 days prior to exhibition the Contracting Party must pay the registration and Sustainability fee, the compulsory liability insurance fee and the 100% of the placement fee according to section 6.1.

In case of cancellation, HUNGEXPO can keep all pre-paid deposits as a non performance penalty.

9.3 Reduction of the Area

If the Contracting Party cancels 20% or more of the area it had previously ordered, it shall pay an area cancellation penalty (hereinafter "Area Cancellation Penalty"). The rate of the Area Cancellation Penalty is proportional to the size of the canceled area as follows: 30% of the Stall Fee for the canceled area in the period prior to the 61st day to the exhibition, 70% between the 60th and 31st day, 100% starting from the 30th day prior to the exhibition.

9.4 Cancelling services ordered and legal consequences

The Contracting Party can only cancel previously-ordered services validly in writing, sent in a verifiable form to HUNGEXPO. Cancellation shall be effective from the time that the cancellation statement arrives to HUNGEXPO.

Upon cancellation, the Contracting Party shall bear responsibilities for payment, according to the following:

- if the Contracting Party cancels the service order 11 days prior to the official construction period of the Exhibition, it does not have to pay for the service and shall be refunded the amount already paid;
- if the cancellation arrives within 10 days prior to the official construction period of the Exhibition, it shall be required to pay 100% of the fee for the service ordered to HUNGEXPO.

10. Complaints

In the interest of providing proof, any and all complaints by the Contracting Party in relation to the organisation, implementation and operation, etc. of the Exhibition shall be reported in writing before the close of the Exhibition, and all comments on invoicing shall be reported in writing to HUNGEXPO up to the payment deadline indicated in the invoice. HUNGEXPO is not able to receive complaints received after the above deadlines into consideration. If the Contracting Party does not raise any objections regarding the Stall Fee within 15 days of receiving the relevant invoice or the Service Charge by the close of the Exhibition the latest, the invoice shall be deemed received and accepted.

11. Counterfeiting

By signing the registration sheet, Exhibitor declares and guarantees that it is the owner of the intellectual property rights related to the products displayed in the exhibition, or has obtained all licences and authorizations from the rightsholder to display the products. Exhibitor shall respect the intellectual property rights of third parties.

It is forbidden to display any counterfeit products or products breaching the intellectual property rights of others at HUNGEXPO.

If informed that Exhibitor is in breach of any intellectual property rights, Exhibitor shall guarantee / do its best to discontinue such breach as soon as possible and to remove the infringing product.

Exhibitor shall properly prove the existence of the protection of the products displayed by Exhibitor throughout the exhibition.

HUNGEXPO shall not assume liability for counterfeit products displayed at the Exposition, and is ready to provide information on the necessary actions to enforce such rights.

12. Force majeure

HUNGEXPO shall be entitled to cancel part or whole of the Exhibition or change the date of its organisation, its opening hours or location if an act of God takes place. Force majeure events shall include any and all unpredictable and unavoidable events which prevent or make the Exhibition impossible for reasons beyond the control of HUNGEXPO and otherwise irrespective of HUNGEXPO's actions (e.g. war, riot, civil disturbance, general strike, epidemic, pandemic, natural disaster, fire, flood, earthquake or other unavoidable external reasons, emergencies, governmental measure etc.) HUNGEXPO shall advise the Contracting Parties of any force majeure event. If the Exhibition does not take place for reasons of a force majeure event, HUNGEXPO shall not be liable to pay indemnification.

13. Governing law and the settlement of disputes

In issues not specifically regulated in this agreement, the relevant provisions of Hungarian law shall prevail.

Parties shall make efforts at the amicable settlement of any eventual dispute. Should this effort fail, the competent courts with jurisdiction of HUNGEXPO's registered office shall proceed to settle the dispute.

14. Severance

The Operating Conditions and Application Form shall constitute inseparable parts to this agreement.

15. HUNGEXPO shall be entitled to modify the present General Terms and Conditions unilaterally. HUNGEXPO shall notify the Contracting Party on the amendment of General Terms and Conditions 15 days earlier in writing. In case the Contracting Party fails to declare against the amendment within the deadline provided in the notification, it shall be deemed as accepted on behalf of the Contracting Party.