

## GENERAL TERMS AND CONDITIONS

constituting an organic and inseparable part of the contract concluded by Agrármarketing Centrum Nonprofit Korlátolt Felelősségű Társaság (hereinafter: AMC) and by the applicant for the National Agriculture and Food Exhibition and Fair 2019 - organized by the Agrármarketing Centrum - as a contracting party (hereinafter: contracting party).

### 1 Establishment of the Contract

1.1. Forwarding electronically the Application Form for the National Agriculture and Food Exhibition and Fair 2019 ("OMÉK"), properly signed by the applicant, qualifies as a quote.

1.2. The contract shall be established between the parties through the proper acknowledgment of the signed Application Form by AMC and by forwarding it electronically.

1.3. AMC shall send a pro forma invoice / invoice for the participation fee to the contracting party with a payment deadline of 30 days. The condition of participation is that the signed Application Form is submitted, acknowledged by AMC and the participation fee is paid.

1.4. AMC has the right to designate the exhibition area. AMC decides on designating the exhibition area without having to give reasons. AMC shall notify the contracting party about its decision on designating the exhibition area of the given exhibition (designating the stand) and shall send electronically - at the latest at this time - the site plan, which also forms an inseparable part of the contract.

1.5. The contracting party shall learn and observe the effective Operation and Business Policy for Exhibitors (hereinafter: "OBPE"), which constitutes a part of the Contract. The OBPE can be downloaded from the website [omek.amc.hu](http://omek.amc.hu).

### 2 Quality categories of the participants in OMÉK

The contracting party marks these categories when completing the Application Form.

2.1. The party contracting for the exhibition may be a natural person, a private contractor, a private person holding a tax number or a legal entity that concludes a contract with AMC and is obliged to pay the participation fee and the price of services used from AMC (addressee of the invoices).

The party contracting for the exhibition may be an exhibitor, the organizer of a collective exhibition or a company that only organizes participation in the name of the exhibitor and pays the participation costs. In each case the data of the contracting party must be entered into the Participant's data section of the Application Form.

2.1.1. The *exhibitor* shall attend the exhibition with its own stand section or may also organize the participation of other co-exhibitors, who shall also have their own stand section within the stand requested and contracted by the exhibitor. The exhibitor shall indicate the details of these companies in the form entitled "Declaration of co-exhibitors and represented companies".

2.1.2. The *organizer of a collective exhibition* shall organize national/regional or federal/chamber participation and it does not necessarily have its own stand section at the exhibition. Similarly to the previous paragraph, the details of companies organized by it are indicated in the form entitled "Declaration of co-exhibitors and represented companies" (under the heading Co-exhibitors).

2.1.3. The *paying organizer* category covers companies that do not participate with their own stand section but organize the participation of other company/companies and contract with the exhibition organizer on their behalf. Technically, the details of the paying organizer companies are also given in the contracting party column, and the details of the company/companies organized by them in the form entitled "Declaration of co-exhibitors and represented companies" (under the heading Co-exhibitors) as mentioned in the previous paragraphs.

2.2. *Co-exhibitors* have their own stand sections at the exhibition but they do not contract with AMC. The party contracting for the exhibition must indicate the details of the co-exhibitor in the form "Declaration of co-exhibitors and represented companies". The co-exhibitors shall also observe the obligatory rules prescribed for the contracting parties. The contracting party shall be held liable for observing the rules by the co-exhibitor but the contracting party is solely responsible for the payment obligations.

2.3. A *represented company* is a legal entity registered in Hungary that does not use its own stand section at the exhibition, signs no contract with AMC and is represented at the stand in its business transactions by the contracting party or by the co-exhibitor.

### 3 Changing the rented area

The rented area designated by AMC may not be arbitrarily exchanged with another exhibitor, may not be increased through agreement with another exhibitor, may not be passed on or transferred, and may be modified in any manner exclusively with AMC's prior written consent.

### 4 Products, product groups, services

The contracting party may only present the products, product groups and services indicated in the Application Form and approved by AMC. Should the contracting party/co-exhibitor/represented company fail to remove from the stand - on the day of the oral or written demand - the goods not belonging to the announced product group, AMC may close down said stand at the cost and risk of the contracting party.

AMC draws the attention to the fact that only those products may be sold at the exhibition stands that have been indicated in the Application Form and previously approved by AMC. It is the obligation and the liability of the contracting party to obtain any official permit, and AMC does not accept any liability arising from the lack of such permits.

## **5 Catalogue**

An electronic catalogue shall be made for the exhibition. The participation fee covers the basic entry fee of the contracting party, the co-exhibitors and the represented companies. Instead of the paying organizer, the exhibitor represented by it is entitled to the basic entry.

Services ordered for the catalogue may be cancelled free of charge before the catalogue script is finalised, but at the latest by 1 September 2019. AMC cannot accept cancellations after the above date and the full amount of the earlier ordered services will be invoiced.

## **6 Payment terms, delivery**

6.1. The participation fee and all services are payable under the payment terms set forth in the pro forma invoice / invoice. In the event of late payment, AMC may charge the statutory default interest laid down in Act V of 2013 on the Civil Code (hereinafter: Civil Code).

6.2. AMC may request / invoice the payment of the advance participation fee after concluding the contract (see paragraph 1.2.).

6.3. The designated exhibition area may only start to be used after the verified payment of the participation fee and from the construction date made known by AMC, and construction may be started after that date. The fact of participation fee payment shall be verified.

6.4. Under the effective laws, all services provided by AMC are regarded as complex services, meaning 27% VAT is charged on them.

6.5. AMC takes out liability insurance for the contracting parties for the period of their activities at the Hungexpo Budapest Fair Center for accidental and unexpected damage caused in their capacity and arising from their liability as exhibitors and constructors on their own and/or through their sub-contractors (decorations, disassembly etc.), and the relevant costs are included in the participation fee.

In addition to the liability insurance, the exhibitors may take out non-obligatory insurance for their exhibition objects, installations and other items located in the area of the Hungexpo Budapest Fair Center. The exhibitors shall be held liable for damage arising from the absence or the delay of such insurance.

The contracting party shall be held liable universally with its sub-contractor for any damage caused by its sub-contractor to AMC or to third parties.

6.6. The contracting parties shall report their need for music service at the stand to AMC for approval at the latest 15 days before opening the exhibition. The consent of the tenants of the neighbouring stands shall also be attached to the report. Speakers may only be turned towards the interior of the stand and the sound pressure may not exceed 80dBA.

Should the contracting party fail to terminate the music service if it exceeds the above level despite warnings from AMC, or if it breaches the prohibition of music service, AMC shall terminate energy supply at the stand. The contracting party shall cover the copyright fees for authors and artists related to music service.

6.7. Prohibition of using unmanned air vehicles and drones

It is prohibited to bring, use and fly unmanned air vehicles and drones in the whole area of the Hungexpo Budapest Fair Center but especially in the Exhibition Area. The contracting party notes that if this rule is violated, the authorized security staff may immediately remove the unmanned air vehicles and drones from the area of the Hungexpo Budapest Fair Center. The contracting parties shall be held exclusively liable, without restriction, for any financial and non-financial damage arising from violating their obligations specified hereunder, especially including damage caused to third parties and/or to the Hungexpo Budapest Fair Center, as well as for the payment of eventual penalty imposed for using unmanned air vehicles and drones as well as eventual damage to the object occurring upon the action necessary by the Hungexpo Budapest Fair Center due to violating the obligation hereunder.

## **7 Cancellation, complaint, disputes, parts of the contract**

7.1. Should the contracting party cancel its participation after concluding the contract and 30 days before the event opening, it shall pay 50% of the participation fee; 80% of the participation fee is payable between the 29th and the 11th day before opening, and 100% of the participation fee is payable from the 10th day before opening, under the title of penalty. The contracting parties may cancel only in writing, sent to AMC in a verifiable manner, via e-mail or letter. The cancellation is valid from the date on which the cancellation declaration is received by AMC in a verifiable manner. In the event of cancellation, AMC may rent out the exhibition area designated for the contracting party to another entity, and in this regard AMC shall not be held liable for any damages under any legal title.

Should the contracting party cancel 20% or more of the area requested for use before opening the exhibition, it shall pay an area cancellation penalty. The rate of the area cancellation penalty is proportionate with the size of the cancelled area: Should the contracting party cancel it after concluding the contract and 30 days before opening the event, it shall pay 50% of the participation fee of the cancelled area; 80% of the participation fee of the cancelled area is payable between the 29th and the 11th day before opening, and 100% of the participation fee of the cancelled area is payable from the 10th day before opening.

7.2. Should the contracting party fail to take the area designated for it 24 hours before the event opening and fail to indicate its late arrival in writing, acknowledged by AMC (hereinafter: defaulter contracting party), AMC may rent it out to another party without the obligation to refund the fee or pay damages. The paid participation fee shall not be paid back to the defaulter contracting party and the defaulter contracting party shall also reimburse the value of ordered and provided services. If the defaulter contracting party fails to pay the rental fee by the time the exhibition opens, it shall still pay 100% of the participation fee as a penalty.

7.3. Cancellation of ordered services, legal consequences:

The contracting party may validly cancel previously ordered services only in writing, sent to AMC in a verifiable manner. The cancellation is valid from the date on which the cancellation declaration is received by AMC.

In the event of cancellation, the contracting party shall have the following payment obligations:

- if the contracting party cancels the service order 15 days before starting the official construction of the exhibition, it does not have to pay for the service, or the paid amount shall be refunded to it,
- if the cancellation is received within 15 days before starting the official construction of the exhibition, 100% of the ordered service fee shall be paid to AMC.

7.4. The contracting party shall report its complaints to AMC about organizing, managing and operating the event by the close of the exhibition - for the sake of evidencing - and comments on invoicing shall be reported to AMC in writing, via e-mail or mail, until the expiry of the invoice payment deadline. AMC cannot accept complaints received after the given deadlines.

7.5. Counterfeiting: The exhibitors represent and warrant by signing the Application Form that they own the intellectual property rights of the products presented at the exhibition, or that they have obtained all permits and authorizations from the owner in order to present the product. The exhibitors agree to respect the intellectual property rights of third parties.

It is prohibited to present products at the exhibition that are counterfeited or infringe other people's intellectual property rights.

Should the exhibitor learn/be notified that it has infringed intellectual property rights, the exhibitor agrees/shall do its best to terminate the infringement of law as soon as possible and to remove the infringing products.

The exhibitor shall ensure that the protection obtained for the product exhibited by it is appropriately verified - upon request - in the course of the exhibition.

AMC excludes all liabilities for counterfeited products at the exhibition. At the same time, it is ready to provide information about the action required for enforcing rights.

7.6 The contracting parties shall primarily communicate electronically, using the email addresses indicated by both parties in the Application Form, and the communication is regarded as delivered if the other party received it in a verifiable manner.

If maintaining non-electronic contacts: The contracting parties agree that written notifications sent to each other in connection with this contract to the address of their registered office set forth herein shall be regarded as delivered on the 5th (fifth) business day after verified dispatch as registered mail with a notice of receipt, even if the mail could not be actually delivered for any reason (including without limitation if the mail delivery is returned to the sender with the note "did not receive it", "did not collect it" or "moved to an unknown address").

7.7 **AMC may unilaterally modify these General Terms and Conditions.** AMC notifies the contracting party about the modification of the GTC 15 days earlier, in writing. Should the contracting party fail to make a declaration within the deadline given in the notification, the modification shall be regarded as accepted by the contracting party.

7.8. In the event of force majeure, AMC may partly or fully cancel the exhibition or modify its place, date and opening times. Force majeure shall cover all unforeseeable and unavertable events that emerge independently from AMC's control, intention and/or action (e.g. war, riots, civil disorder, general strikes, epidemics, natural disasters, fire, floods, earthquakes or any other unavertable external reason, state of emergency), which significantly prevent or makes it impossible to organize the Event. AMC shall notify the contracting parties about the occurrence of the force majeure event. AMC is not obliged to pay damages if the exhibition is partly or fully cancelled due to the occurrence of a force majeure event.

8.9. These GTC, the OBPE and the Application Form constitute an inseparable part of the contract concluded by the parties.

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