

**GENERAL TERMS AND CONDITIONS OF THE COMPANY SOS INŽENIRING d.o.o., Ljubljana  
FOR CONSTRUCTION AND RENTAL OF EXHIBITION STANDS  
Nr. 1/2014 from July 25<sup>th</sup>, 2014**

**1. General**

These GENERAL TERMS AND CONDITIONS (hereinafter referred to as: GT&C) stipulate rights and obligations between the exhibitor in and the company SOS INŽENIRING d.o.o., Ljubljana, Tržaška cesta 116, 1000 Ljubljana, Slovenia (hereinafter referred to as: the **Constructor**). By accepting an offer, concluding a contract, submitting an order or on the basis of any other communication between the parties resulting in ordering construction and renting of an exhibition stand, the exhibitor confirms the acceptance of these GT&C and their content as provided in the following Articles.

These GT&C prevail over any and all general terms and condition from the exhibitor, if not otherwise agreed by both parties in written form.

**2. Validity of the offer**

The Constructor is bound by the terms and conditions of his written offer only for the time period stipulated in the written offer.

**3. Price**

All prices are net and are exclusive of V.A.T. Price includes delivery of the exhibition stand to the exhibition venue and return delivery of the exhibition stand from the exhibition venue, assembly and disassembly of the agreed exhibition stand, renting of the exhibition stand equipment for the agreed rent period (all services hereinafter collectively also referred to as: **rental of the exhibition stand**). Special deliveries outside of the agreed exhibition venue and to countries requiring customs are subject to special terms on a case by case basis. Prices do not include electrical and water connections, decoration, cleaning of the exhibition stand, suspensions from the hall ceiling, rental of fork lift truck or other vehicle needed for delivery of exhibits of the exhibitor, any other kind of expenses, fees, costs, taxes that need to be paid to the organizer of the exhibition or to other persons/legal entities and/or any other features, except otherwise is explicitly agreed in written between the parties in the accepted offer, concluded contract or other mutually concluded written document.

The exhibitor is solely responsible for arranging delivery of his exhibits to the exhibition stand unless otherwise agreed in written between the parties. In case exhibits need to be delivered to the exhibition stand with a fork lift truck or other vehicle and the Constructor arranges rental of such vehicle, the exhibitor is obliged to pay all cost associated with such rental.

Any modifications to the agreed exhibition stand, which deviate from the agreed exhibition stand or any additional services ordered by the exhibitor, are subject to a corresponding price modification, whereby the hourly rate for work, needed to implement the modification res. additional services by the Constructor, shall be at 40,00 EUR per Constructor's worker per hour.

The exhibitor is at his earliest convenience obliged to inform the Constructor, if the exhibitor shall be in delay at taking over the exhibition stand from the Constructor. For each hour of delay the exhibitor shall pay to the Constructor 20 EUR per hour per Constructor's worker waiting for the takeover of the exhibition stand. Additionally the exhibitor is obliged to reimburse to the Constructor damage and/or any costs, which would occur as a consequence of such delay. Should the exhibitor not take over the exhibition stand, the Constructor is still entitled to claim from the exhibitor the total agreed price and any potential additional cost and/or damages that would occur.

**4. Payment terms**

**a) Due date**

Invoiced amounts shall be paid punctually and in accordance with the payment terms agreed in the accepted offer, concluded contract or other mutually agreed document in writing. A written confirmation of payment of the last instalment must be provided to the Constructor on the day of the handover of the exhibition stand to the exhibitor until 16.00 local time (i.e. time of the exhibition venue) at the latest, unless otherwise agreed in writing. If the full payment of the total price has not been made on time, the Constructor is entitled to reject handing over the exhibition stand to the exhibitor and is entitled to immediately disassemble the exhibition stand. All additional cost, penalties and other payments, which would occur in connection with or/and as a consequence of prematurely disassembling the exhibition stand, are to be borne by the exhibitor.

Invoices for all incidental or/and additional costs shall be issued immediately after such costs occur and must be paid by the exhibitor immediately on receipt of the invoice, unless otherwise agreed in writing.

All amounts payable by the exhibitor to the Constructor may be unilaterally set off by the Constructor with all and any amounts due to pay by the Constructor to the exhibitor.

**b) Default**

The Constructor is entitled to terminate the contract with immediate effect should the exhibitor remain in default with payment terms despite one previous default notice. In case the Constructor decides to terminate the contract in accordance with previous sentence 20% of the agreed price for the exhibition stand shall be charged to the exhibitor as compensation for already provided services by the Constructor (i.e. preparing design of the stand, logistic planning, etc.). The Constructor is however entitled to demand from the exhibitor compensation of all damages, if damages, suffered by the Constructor as a consequence of exhibitor's default, are higher than 20% of the agreed price for the exhibition stand.

**c) Method of payment**

All payments to be made by the exhibitor shall be made in EUROS by bank transfer direct remittance to the bank account designated by the Constructor. Payments shall be made in full, without deduction of any transfer charges or banking commissions. Any other ways of payment (checks, credit cards, etc.) are not permissible.

**d) Retention right by the Constructor**

The Constructor holds retention right for all unfulfilled obligations and resulting expenses. This applies to all exhibits brought to the exhibition. The Constructor is not liable for accidental damage or loss of goods covered by the retention right and has the right to sell such goods upon written notification hereof. It is assumed that the exhibitor is the sole proprietor of the goods concerned.

**5. Joint and several liability**

If several exhibitors rent an exhibition stand together, each of them is jointly and severally liable to the Constructor. The exhibitors are obliged to name a joint authorized representative and the Constructor needs only negotiate res. communicate with the latter. Notices to the named authorized representative shall be deemed to be notices to the exhibitor or exhibitors (in the case of joint exhibition stands).

**6. Ownership, permitted use of the exhibition stand, liability and insurance**

The exhibition stand and equipment is available and rented to the exhibitor only for the duration of the exhibition, unless otherwise agreed in writing.

The exhibition stand and equipment remains the sole property of the Constructor and is not subject to seizure. It can be used only for the intended purpose. Any different or extended use is not permitted. The exhibition stand and equipment may not be transferred to any other locations. Failure to adhere to the obligation will result in the exhibitor accepting all liability.

The exhibitor is not authorized to sublet the exhibition stand or otherwise relinquish it to third parties, in whole or in part, without a prior written consent of the Constructor. Nor is it entitled to display advertising material for third parties or to give or arrange presentations for third parties at the exhibition stand without such consent. Unauthorized subletting or transfer of the exhibition stand to a third party shall result in a surcharge of 50% being applied to the agreed price to be paid by the exhibitor as a contractual penalty, provided the Constructor has not requested the subtenant to vacate the exhibition stand.

During the rental period the exhibitor is solely liable for the exhibition stand and equipment. The exhibitor's liability will begin upon handing over the exhibition stand and the equipment and will end with the collection of the exhibition stand and the equipment by the Constructor.

These terms apply even if the stand is unmanned. The exhibitor is obliged to use the exhibition stand with the diligence of a good expert and is prohibited from performing any installations, mountings or other modification to the exhibition stand, which would result in damage to the exhibition stand (e.g. drilling of holes into the exhibition stand, bill posting, which would result in damage to the exhibition stand, etc.). The exhibitor is liable for any kind of damage or theft of the exhibition stand and/or equipment. The exhibitor is obligated to immediately report to the Constructor any damage to the exhibition stand and equipment caused by the exhibitor or a third party. This also applies in the case of theft.

The exhibition stand and equipment is not insured. It is the responsibility of the exhibitor to provide an appropriate insurance for the total rental period.

The Constructor is not liable for any kind of damage or theft of the exhibitor's exhibits before, during or after the exhibition period. The Constructor shall not store any packaging materials of the exhibitor's exhibits, unless otherwise is agreed in writing. In case of packaging of the exhibitor's exhibits by the Constructor, the Constructor shall not be liable for any kind of damage to the exhibits, which would occur as a consequence of packaging or during the transport of the exhibits. The Constructor is not liable for any kind of damage or theft, which would occur at transport of the exhibitor's exhibits.

The exhibition stand and equipment should be prepared for collection (including shelves, ice cube trays, glass platters, etc.) and under no circumstances locked up on the collection date. In the event the equipment stand and equipment is not available for collection on collection day, the exhibitor's liability is continued. Additionally, the exhibitor is obliged to pay to the Constructor additional fee in the amount of 20 EUR per Constructor's worker per hour for each hour of delay at returning the exhibition stand.

#### **7. Quality of the exhibition stand**

The exhibition stand shall be constructed in conformity with the configuration of the exhibition stand defined in the accepted offer res. concluded contract.

Exhibitor represents and warrants that the exhibition stand and equipment shall be at the takeover of the exhibition stand from the Constructor controlled with due care and exhibitor will inform the Constructor about defects in quantity or quality. Any claims by exhibitor must be made to the Constructor with full particulars in writing (i) for obvious defects on the exhibition stand and/or on the equipment immediately at the takeover of the exhibition stand, (ii) or in the case of hidden defects (which are not visible upon due care visual inspection) at the next day after their discovery at the latest, however in any case at the collection of the exhibition stand and equipment by the Constructor at the latest. Later claims by the exhibitor will not be accepted.

In case of a justifiable claim for defects on the exhibition stand and/or on the equipment, the Constructor shall at its own discretion, either promptly repair the defect or replace the equipment or proportionately reduce the price by sending to the exhibitor a corresponding credit note, whereby the price shall be reduced in relation to the value of the exhibition stand without the defect and the value of the exhibition stand with the defect. However, in no event the price shall be reduced for more than 25% of the agreed price for the exhibition stand. Exhibitor shall grant access on an urgent basis to the Constructor's authorised representatives for the purpose of examining any claimed defect. The exhibitor shall in case of a justifiable claim for defects on the exhibition stand and/or on the equipment not have any other rights or remedies.

#### **8. Presentation of the required information regarding the exhibition stand configuration**

The exhibitor has to provide the Constructor with the following documentation res. information:

- (i) all graphical designs, logos, trademarks etc. must be send to the Constructors IT server in compatible IT file 20 days before start of the exhibition at the latest. In case of a delay the exhibitor is obliged to reimburse to the Constructor any additional cost that may result as a consequence of such delay. Additionally, in such case the constructor is not responsible for quality of the graphical designs, logos, trademarks etc. on the exhibition stand;
- (ii) in case the rental of the exhibition stand includes also rental of TV res. DVD stations, the exhibitor is obliged be send to the Constructors IT server in compatible IT files for broadcasting 15 days before start of the exhibition at the latest. In case of a delay the exhibitor is obliged to reimburse to the Constructor any additional cost that may result as a consequence of such delay. Additionally, in such case the constructor is not responsible for quality of the broadcasting material;
- (iii) minor modifications to the confirmed exhibition stand configuration can be provided by the exhibitor to the Constructor until 10 days before the start of the exhibition at the latest;
- (iv) The exhibitor is obliged to inform the Constructor of any permits, which are required for construction of the exhibition stand at the exhibition venue and has to provide the Constructor with such permits 20 days prior to the beginning of the exhibition at the latest;
- (v) The exhibitor is obliged to provide the Constructor with all information regarding the rented stand at the exhibition venue, which are needed for or in connection with the construction of the exhibition stand (e.g. information on water and electricity supply points, information on suspensions from the hall ceiling, etc. ) and has to provide the Constructor with such information 20 days prior to the beginning of the exhibition at the latest;
- (vi) The exhibitor is obliged to inform the Constructor of any permits which are required for or in connection with the construction of the exhibition stand at the exhibition venue and has to provide the Constructor with such permits 20 days prior to the beginning of the exhibition at the latest;

Should the exhibitor breach his obligations from the previous paragraph or construction of the exhibition stand is delayed due to any other reasons, for which the exhibitor is responsible, then the exhibitor is obliged to reimburse to the Constructor any additional cost that may result as a consequence of such breach res. delay. Additionally, in such case the Constructor is not responsible for any defects on the exhibition stand that are consequence of such breach.

#### **9. Cancellation right by the exhibitor**

Cancellations of the contract can be made in written by the exhibitor without any charges up to 30 days prior to the beginning of the exhibition.

Cancellation of the contract can be made in written by the exhibitor also up to 10 days prior to the beginning of the exhibition at the latest. In this case the Constructor shall charge to the exhibitor all services provided by the Constructor until cancelation of the contract and costs, expenses, fees, etc. that already occurred in connection with rental of the exhibition stand. However, for cancelations of the contract made in written by the exhibitor up to 10 days prior to the beginning of the exhibition, maximum 70 % of the agreed price can be charged to the exhibitor.

For later cancelations the whole agreed price shall be charged to the exhibitor.

#### **10. Limitation of Constructor's liability**

In no event the Constructor shall in any circumstances be liable to the exhibitor for any consequential or indirect loss or damage or loss of profit of whatsoever nature, including damage to goodwill, loss of market share, existing or prospective.

Constructor's liability for all other damages (direct ordinary material damages) shall be limited to the maximal amount equal to 150 % of the agreed price for the exhibition stand.

#### **11. Force majeure**

Should rental of the exhibition stand no longer be possible in whole or part due to unforeseen circumstances beyond the Constructor's power, or cannot be held in the manner planned, in particular due to terror attacks, natural disasters, acts of God, structural alterations on the part of the landlord, water damage, clearance or suspension ordered by the authorities, any act of the organizer of the exhibition, the Constructor

is entitled to withdraw from the contract. The Constructor is obligated to inform the exhibitor of the partial or entire unfeasibility of rental of the exhibition stand and, in the case of entire unfeasibility, to refund monies already paid or, in case of partial unfeasibility, to provide a proportionate refund.

**12. Mutual information**

The parties will mutually inform one another about business events which they have become aware of that are of substantial interest for both parties.

**13. Severability clause**

Should one or more of the provisions of the contractual relationship between the parties become void or unenforceable as a matter of law, then the contractual relationship between the parties will be construed as if such provision were not contained and the remainder of the contractual relationship's provisions will remain in full force and effect. The parties will use their commercially reasonable efforts to substitute for the invalid or unenforceable provision a valid and enforceable provision which conforms as nearly as possible to the original intent of the parties.

**14. Validity**

These GT&C shall come into force on July 26<sup>th</sup>, 2014

**15. Governing law and Jurisdiction**

The contract and the obligations of the parties shall be governed by and construed in accordance with the laws of the Republic of Slovenia. In case of a dispute between the parties, the dispute shall be finally settled by a competent court in Ljubljana, Republic of Slovenia or at plaintiff's option at the legal domicile of the defendant party.

In Ljubljana, on July 25<sup>th</sup>, 2014

SOS Inženiring d.o.o., Tržalka cesta 2, 1000 Ljubljana, Slovenia  
VAT reverse charge under Article 44 of VAT Directive 2006/112/ES.  
DDV ni obračunan po 1. odstavku 25. člena ZDDV-1 - obrnjena davčna obveznost.

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