

# **AGREEMENT FOR PARTICIPATION IN THE INTERNATIONAL SPECIALIZED AGRICULTURAL EXHIBITION BATA AGRO 2020**

## **1. PARTIES**

### **1.1. EXHIBITOR**

**Company name:** \_\_\_\_\_ **Correspondence address:** \_\_\_\_\_  
**Address: (for tax invoice – in Bulgarian language):** \_\_\_\_\_  
**Accountable official:** \_\_\_\_\_ **VAT ID No.:** \_\_\_\_\_ **BULSTAT:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_ **e-mail:** \_\_\_\_\_  
**Contact person (name, mobile phone):** \_\_\_\_\_  
**Head of stand (name, mobile phone):** \_\_\_\_\_  
**Main activity of the company:** \_\_\_\_\_

### **1.2. ORGANIZER**

**Name: IZLOZHENIE BATA AGRO DZZD**

**Correspondence & registration address:** Sofia, 251 Ringroad Str. (Okolovrasten put). **Accountable official:** Daniel Minev. **VAT ID No.:** BG177378095, **BULSTAT:** 177378095. **Contacts:** e-mail: exhibition@bata-agro.org; office@bata-agro.com; tel: +359 88 204 3330; +359 889 997 738; www.bata-agro.com.

## **2. TERMS AND CONDITIONS FOR APPLICATION AND PARTICIPATION**

### **2.1. SUBJECT MATTER OF THIS AGREEMENT**

Under this agreement, the ORGANIZER shall provide to the EXHIBITOR rental area and facilities, as well as additional services for the participation of the EXHIBITOR in the Specialized Agricultural Exhibition BATA AGRO 2020, organized by IZLOZHENIE BATA AGRO DZZD (hereinafter referred to as the EXHIBITION), as follows:

Exhibition area in section ..... comprising ..... sq.m.  
Service fee ..... eur

The exhibition area and additional services have been requested in advance by the EXHIBITOR by way of their online registration for participation in the event. The information supplied by the EXHIBITOR during their online registration and all requested therein additional equipment and services have been all provided online through the registration platform of the ORGANIZER on the website: [www.expo.bata-agro.com](http://www.expo.bata-agro.com) and therefore shall be considered an integral part to this Agreement and its terms and conditions. Should an EXHIBITOR request a change or amendment of the data supplied during their online registration, they can address an administrator to put this into effect, but the change or amendment made shall be considered binding on the ORGANIZER only after the EXHIBITOR has signed and returned to the ORGANIZER a new PARTICIPATION AGREEMENT that contains the amended terms and conditions or an addendum to this PARTICIPATION AGREEMENT reflecting the changes/amendments.

### **2.2. RIGHT TO PARTICIPATION**

2.2.1. Bulgarian and foreign entities/individuals, which perform legally permitted production and trade activities and non-profit organizations shall be authorized to take part in the events of BATA AGRO and in the Specialized Agricultural Exhibition BATA AGRO 2020, if they have duly applied for their participation, which have received a confirmation for the available areas, they have paid the deposit payable (advance payment), and they have concluded a Participation Agreement with IZLOZHENIE BATA AGRO DZZD.

2.2.2. The following entities/individuals shall not be authorized to take part in the Exhibition:

- Natural persons and legal entities, which for the year of conducting the Exhibition do not have the requisite and valid authorization by a Manufacturer or official Importer (importer, authorized directly by the Manufacturer) to offer the goods and the services, declared as exhibits by the EXHIBITOR, or the authorization of which has been withdrawn by the Manufacturer or the Official Importer; the aforementioned barrier to participation shall not be applied to exhibitors that present only goods and services different to agricultural machines and equipment, such as but not limited to financial services, leasing, consultant services, seeds producers, fertilizers' producers and importers etc.
- Natural persons and legal entities, which would like to take part in the Exhibition with the purpose of presenting of used articles or agromachinery, or in previous Exhibitions under the BATA AGRO trademark, have participated with used articles

or agromachinery; for the purposes of this agreement, “used” shall mean any goods/machinery, which have already been the subject matter of a transaction in the territory of the European Community or outside of it, or which have been used.

- Natural persons and legal entities, which would like to take part in the Exhibition by presenting goods and services, which are outside of the nomenclature of BATA AGRO, do not have any direct relationship toward agricultural mechanization and activity, or which could have different designation outside of agriculture as a branch, or in previous Exhibitions under the BATA AGRO trademark, have taken part with such goods and services, unless an express permit has been provided by the ORGANIZER for participation of such Exhibitor;
- Natural persons and legal entities, which breach/fail to fulfill or have breached/failed to fulfill in previous Exhibitions: the rules for participation and conducting the exhibition, the safety rules and environmental compliance, or the instructions of the Organizer, obligations toward the Organizer, including the obligation for timely payment of the amounts payable, removal of facilities, goods, stands and emptying the space used.

2.2.3. The ORGANIZER shall have the right to not allow the participation in the Exhibition of all Exhibitors (including the ones which have signed Agreements for participation, and which have paid money for participation), in any of the following occurrences:

- At latest by 10.04.2020, the EXHIBITOR has failed to pay to the Organizer the price fully payable under this agreement for lease of areas and equipment, the price for development and use of equipment and the service charge/fee.
- At latest by 15.04.2020, the EXHIBITOR has failed to provide to the Organizer the requisite Declaration by the Manufacturer or Official Importer, which shall certify the Exhibitor’s authorization to sell new unused goods/machinery on the territory of Bulgaria; this Declaration shall date not earlier than 3 months prior to the date of presenting it to the ORGANIZER.
- At latest by 15.04.2020, the EXHIBITOR has failed to provide to the Organizer insurance policies for the goods/machinery, which shall be exhibited: property insurance for the exhibits and responsibility of the EXHIBITOR for damages, caused to third parties.
- At latest by 15.04.2020, the EXHIBITOR has failed to submit a draft by the contractor of the site, employed by the EXHIBITOR of all equipment, which will build inside the leased area for approval and coordination with the ORGANIZER, if the selected Contractor is different from the ORGANIZER, and has not been employed by the ORGANIZER (this procedure hereinafter shall be referred to as “Design Certification”).

2.2.4. The ORGANIZER shall have the right, at the ORGANIZER’s own discretion, to not allow an Exhibitor to participate, as regards to which the requirements set forth in articles 2.2.2 and articles 2.2.3 of this Agreement have not been met, or in case of other reasons for denying participation to an Exhibitor, and the Organizer may freely perform its own checks regarding the authorization for presenting the articles of the exhibition, their designation as “used articles”, their inclusion in the BATA AGRO nomenclature.

### **2.3. TYPE AND SCOPE OF THE SERVICES**

The services, provided by the ORGANIZER under this agreement, shall include activities, related to the preparation, the conducting and the final portion of the participation of exhibitors. The services shall have the following scope:

#### **A) Lease of areas**

Exhibition BATA AGRO 2020 shall lease to its EXHIBITORS indoor (developed) and/or outdoor (external) exhibition area. The price of the main services, which the EXHIBITOR shall mandatorily use, shall include: lease of declared exhibition area, exhibition and technological time, organizational costs, night-time security, advertising and information services in the form of inclusion in the online catalogue of the Exhibition and other services, indicated herein below as included in the Lease Charge or the Service Charge.

A.1.) The indicated Lease Price (Lease Charge) is indicated in the online Participation Application as per 1 square meter of leased area and shall be changed depending on whether the leased area is a built-up area with stand or just an outdoor area, as well as depending on the time of submission of the Application and the time of payment of the deposit payable for the price. Exhibitors which have submitted online a duly completed Participation Application and have paid the deposit payable for the price under article 2.6.1 herein below during the periods, indicated in article 2.6.3, shall use the discount indicated in article 2.6.3. % of discount of the Lease Price (Lease Charge), but not from the Service Price (Service Charge).

A.2.) The indicated Service Price (Service Charge) indicated in the online Participation Application is fixed, shall not be subject to change, and shall include: registration and administrative service charge (processing of documents of exhibitors), inclusion of the EXHIBITOR in the electronic catalogue of the Exhibition, wireless Internet, electrical connection with power 2kW, waste charge and design certification.

#### **B) Catalogue of the exhibition**

The ORGANIZER shall publish a list/catalogue of all EXHIBITORS in the online catalogue of exhibitors, which have paid the lease price and service price (Lease Charge and Service Charge). The data submitted for the online catalogue shall be filled in during the Exhibitor's online registration process within the data fields contained on the EXHIBITOR's PROFILE form at latest by 01.04.2020.

### **C) Additional equipment and properties**

The ORGANIZER shall have the right to provide to Exhibitors, against additional payment (outside of the Price for the main services) the development and the use of additional equipment and properties, detailed in the online Participation Application and in Annex No.1 to this agreement – "Built and additional equipment", including, but not limited to tents and bungalows, window displays, furniture, branding, landscaping, etc. Any development and use of non-standard equipment, which is different from the equipment indicated in the online Application, shall be negotiated with the express written consent of the ORGANIZER and shall be reflected in the bilaterally signed Annex No. 1.

### **D) Additional services**

The ORGANIZER shall have the right to provide to Exhibitors during the time of the exhibition, according to the online registration request submitted and the capacity of the ORGANIZER, to use against additional payment: services on development and use of additional equipment and properties under the preceding item "C", loading and unloading and transportation services in the territory of the Exhibition, installation of water supply pipeline, handing over advertising leaflets, without leasing areas, or other types of services for presenting or promotion of a new product, which would be included in the accompanying program. The prices for additional goods/services, which shall be used by the EXHIBITOR, have been determined in the online Participation Application process and for all non-standard equipment in Annex No.1 – "Built and additional equipment" to this Agreement in case they deviate from the parameters in the online Application and shall be subject to additional negotiation by and between the parties to this agreement.

## **2.4. VENUE OF PERFORMANCE AND WORK HOURS OF THE EXHIBITION**

The Exhibition BATA AGRO 2020 shall be held at the Stara Zagora airport during the period starting from and including May 11, ending at and including May 15, 2020. The EXHIBITOR shall use the area leased and paid for by the EXHIBITOR during the period May 11 to May 15, 2020, whereas:

2.4.1. Installation of the stands from outside companies may be performed for the period from April 15 to May 9, 2020, including from 08:00 to 20:00 o'clock

2.4.2. Accommodation of Exhibitors shall be performed from May 4 to May 10, 2020, including from 8:00 to 20:00 o'clock, after issuance of a certificate by the ORGANIZER for fulfilled financial obligations, paid price of the lease, and service price under article 2.3, letter "A" and price for development and use of additional equipment under article 2.3., letter "B".

2.4.3. Official opening – May 11, 2020, 11:00 o'clock.

2.4.5. WORK HOURS for visitors – May 11 to May 15<sup>th</sup> 2020 including from 09:00 to 18:00 o'clock.

2.4.6. WORK HOURS for EXHIBITORS – May 11 to May 15<sup>th</sup> 2020 from 08:00 to 19:00 o'clock. The last day of the Exhibition shall be a full work day of the Exhibition, regardless of whether it is a weekday, Saturday or Sunday, and taking out exhibits or other equipment shall not be allowed.

2.4.7. Loading of the stands and entering of motor cars and other transportation vehicles shall be performed during the period from May 11 to May 15<sup>th</sup>, 2020, from 08:00 to 08:45 o'clock. At 9:00 o'clock every day, all motor vehicles should have left the exhibition area and shall be parked on the parking lot for EXHIBITORS.

2.4.8. Vacating the occupied area and dismantling of all facilities shall be performed from May 16 to May 20<sup>th</sup>, 2020 from 08:00 to 20:00 o'clock.

2.4.10. Failure to comply with the dates and times for installation and accommodation of Exhibitors, the ORGANIZER shall have the right to choose whether to disallow participation of the respective EXHIBITOR in the Exhibition, or to relocate the additionally agreed area of the Exhibitor to another location in the common area of the Exhibition, or to finally allow the participation of the EXHIBITOR in the area requested and paid in advance, but under the condition of payment of additional accommodation charge to the amount of 100 Euro per hour for extra time spent in the installation/dismantling.

2.4.11. In case of failure of the term for vacating the leased area and facilities or for dismantling and taking out of the equipment and the exhibits, the EXHIBITOR shall pay to the ORGANIZER additional lease for the area and the facilities, the value of the

additional security guarding and cleaning, as well as any damages, actually accrued as the result of failure of the EXHIBITOR to vacate the area.

## **2.5. PROCEDURE FOR APPLICATION AND NEGOTIATION OF THE PARTICIPATION**

2.5.1. For the purpose of application for participation, the EXHIBITOR shall submit online a completed Participation Application form on [www.expo.bata-agro.com](http://www.expo.bata-agro.com), thus filling in the exhibition area requested as type and surface area. Based on the order of submission of the online participation applications, the ORGANIZER shall draft and send a proforma invoice for advance payment, according to the payment terms and conditions and a Participation Agreement. The Exhibitor shall promptly return the signed Participation Agreement by sending a scanned copy on the email of the ORGANIZER and a signed original of the Participation Agreement to the registered address of the ORGANIZER by courier mail within 5 days following its receipt but not later than 10 days following the Exhibitor's online registration and only by fulfilling these actions the Exhibitor will be allowed to preserve their registration order priority and the ensuing advantages/price reductions. In case the Participation Agreement is signed by a proxy of the individual or the legal entity's representative, the Exhibitor shall also send an original of the power of proxy/attorney together with and as an exhibit to the signed original of the Participation Agreement. By submitting the online application form the EXHIBITOR shall be deemed to have accepted the General Provisions for Participation in the Exhibition, the Rules for Order and Safety during the Exhibition, Fire Safety Instruction and the Price List of the main and additional services, published on the website of the ORGANIZER.

2.5.2. The EXHIBITOR shall be considered as registered participant in the Exhibition after submitting duly completed online Participation Application form and after payment of the deposit payable for participation (the advance payment under article 2.6.1. herein below). After receiving the advance payment on the issued proforma invoice, the ORGANIZER shall grant the EXHIBITOR access to an online layout of the exhibition areas, with marked free positions and sectors, out of which the EXHIBITOR may choose the position of its own area. EXHIBITORS choose the desired position in the exhibition area on the order of payment of the deposit – the first to select a position is the EXHIBITOR whose payment on the issued proforma invoice is received first.

2.5.3. Within 5 work days after receiving the advance payment and obtaining access to the layout of the exhibition areas in compliance with the rules and procedures of article 2.5.2, the EXHIBITOR shall select the precise location of the desired area. In case of failure to meet this deadline, the EXHIBITOR shall bear the risk of the area preferred by the EXHIBITOR would be confirmed in the interim by another exhibitor, or that no areas that satisfy the demands of the EXHIBITOR would remain vacant. In this case the EXHIBITOR shall have the right to accept the alternative position, proposed by the ORGANIZER, or to receive back that part of the deposit, which exceeds the fixed Service Charge.

2.5.4. The ORGANIZER shall approve the selected position and square surface area of the exhibition area, in case they do not comply with the technical characteristics and requirements of the Exhibition.

2.5.5. The ORGANIZER shall retain the right to refuse to lease the area stated by the EXHIBITOR, in case its layout or designation would have an esthetical or organizational effect on the arrangement of Exhibitors (for example, but not limited to, due to the need of filling in empty warehousing areas, need to situate similar sector representatives in the same section, etc.). The EXHIBITOR herewith declares that the EXHIBITOR agrees with and accepts that in the interest of the event, "IZLOZHENIE BATA AGRO" may change the location, type, dimensions and the square surface area of the exhibition area, including in case of confirmed online application and concluded participation agreement, and the EXHIBITOR shall not have the right to dissolve this agreement, cancel its participation or seek compensation for liquidated damages or opportunity costs, or seek compensation/damages or any type of penalty payment for failure to perform this agreement (respectively liquidated damages for rescinding/terminating this Agreement) on these grounds.

2.5.6. The submitted online Participation Application and the General Provisions for participation, shall equal to a preliminary agreement, and therefore any waiver from concluding a final participation agreement by the Exhibitor, or suspending the negotiations for conclusion of a Participation Agreement, without through no fault of the Organizer, shall result in withholding the deposit paid by the ORGANIZER, unless an expressly stipulation to the contrary was made in this Agreement and the General Terms and Conditions.

## **2.6. PRICES AND PAYMENT TERMS**

2.6.1. Following the submission of an online Participation Application in compliance with the requirements of the ORGANIZER and receiving of a proforma invoice by the ORGANIZER, the EXHIBITOR shall make a payment of a deposit (advance) to the amount of 30% of the Lease Price, and 100% of the Service Charge. The payment of the deposit shall be performed within 5 workdays of receiving the proforma invoice and according to the order of receipt of the payments of the deposit by exhibitors.

2.6.2. In case the ORGANIZER has fully refused to fulfill the online registration request due to absence of appropriate exhibition area, filling up of all exhibition areas with EXHIBITORS, or does not allow the Exhibitor to participate on any other grounds prior to the conclusion of the Participation Agreement, the deposit paid shall be subject to refund, without a sum equal to 50% of the Service Charge for processing of the Application of the Exhibitor. The deposit shall not be refundable in case the ORGANIZER has confirmed and agreed to the specified leased exhibition area, but the Participation Agreement is not signed, in case the ORGANIZER is not entirely at fault thereof.

2.6.3. In case of applying online for participation and paying a deposit/advance of 30% of the Lease Price and 100% of the Service Charge within 19.12.2019, 40% discount shall be deducted from the Lease Prices of exhibition areas (Lease Charge, without Service Charge). The 40% discount from the Lease Price (without Service Charge) may be applied also to the Exhibitor's remaining partial payments of the outstanding sum of the Lease Price only if the outstanding amount of the Lease Price has been paid prior to 31.01.2020. In case that the deadline for payment of the outstanding part of the Lease Price set above has not been complied with, at the time of invoicing the outstanding amount from the Lease Price, the full amount of the sum shall be payable, which represents 70% of the Lease Price, without accrual and application of 40% discount.

In case of applying online for participation and paying the deposit/advance of 30% of the Lease Price and 100% of the Service Charge within the period from 20.12.2019 to 29.02.2020, 20% discount shall be deducted from the Lease Price (without Service Charge). The 20% discount from the Lease Price (without Service Charge) may be applied also to the Exhibitor's remaining partial payments of the outstanding sum of the Lease Price only if the outstanding amount of the Lease Price and the Service Charge has been paid prior to 29.02.2020. In case that the deadline for payment of the outstanding part of the Lease Price set above has not been complied with, upon invoicing of the outstanding portion of the Lease Price and the Service Charge, the full amount of the sum, representing 70% of the Lease Price without accrual and application of 20% discount shall be due.

After expiration of the terms stipulated in this article, the Exhibitor shall not be eligible to use discounts and the price payable according to the Price List shall be paid in full.

2.6.4. In case of application of additional services, detailed in the Exhibitor's online registration form or in the additionally signed Annex No. 1 to this agreement, and payment of their full value before 29.02.2020, 30% discount shall be deducted from the prices. After expiration of this term, the Exhibitor shall not be eligible to use discounts and the price payable according to the Price List shall be paid in full.

2.6.5. The deadline for performing all outstanding payments for services/goods, subject to the Exhibitor's online registration form, to this Agreement and the Annexes thereto, shall be 10.04.2020.

2.6.6. Services or equipment requested and coordinated with the ORGANIZER after signing the Agreement, or during the Exhibition, shall be paid immediately upon the receipt of the proforma invoice by the Exhibitor, but not later than the last day of the Exhibition. In case the use of additional services is not included in this agreement, or its value is established after the conclusion of the Exhibition, the EXHIBITOR shall owe payment for those services at latest 3 days after receiving the proforma invoice for those services.

2.6.7. In case of delay of any of the payments, payable by the EXHIBITOR by more than 10 work days, the EXHIBITOR shall be held liable to pay liquidated damages for payment in arrears to the amount of 0.2% of the delayed amount for each day of delay.

2.6.8. THE PRICES of the main and additional services for participation in the Exhibition BATA AGRO 2020 shall be as follows:

1. Main services - Exhibition area	measure unit	Unit price with early registration discounts	Unit price after 29 Feb 2020 no discount
Outdoor exhibition area	m2	* 18.00 € after 40% discount for registration up to December 19	* 30.00 € after 29 Feb 2020
		* 24.00 € after 20% discount for registration up to 29 Feb 2020	
Built-up exhibition area (stand, including bungalow with standard equipment - white walls, raster ceiling, floor with grey carpet, storage room with a folding door and 3 shelves, exhibition table, lighting, standard branding of company name)	m2	* 66.00 € after 40% discount for registration up to December 19	* 110.00 € after 29 Feb 2020
		* 88.00 € after 20% discount for registration up to 29 Feb 2020	
Outdoor exhibition area, GRASS surface	m2	* 18.00 € after 40% discount for registration up to December 19	* 30.00 € after 28 Feb 2020

		* 24.00 € after 20% discount for registration up to 29 Feb 2020	
Service charge up to 300 m2 incl *	pcs	350.00 €	No discount
Service charge from 301 to 750 m2 incl *	pcs	450.00 €	No discount
Service charge from 751 to 1 314 m2 *	pcs	550.00 €	No discount
<b>2. STAND BUILDING</b>	<b>measure unit</b>	<b>Unit price after 30% discount up to 29 Feb 2020</b>	<b>Unit price after 29 Feb 2020 no discount</b>
Tent, Pagoda type 3 x 3 = 9 m2	pcs	400.00 €	571.43 €
Tent, Pagoda type 5 x 5 = 25 m2	pcs	540.00 €	771.43 €
Tent, type MULTIFLEX 8 x 6 = 48 m2	pcs	950.00 €	1,357.14 €
Tent Flooring Cassette Deck	m2	20.00 €	28.57 €
Rubber grass protection mats	m2	10.00 €	14.29 €
Standard bungalow 3 x 3 = 9 m2	pcs	432.00 €	617.14 €
Standard bungalow 4 x 3 = 12 m2	pcs	576.00 €	822.86 €
Standard bungalow 5 x 3 = 15 m2	pcs	720.00 €	1,028.57 €
Standard bungalow 4 x 4 = 16 m2	pcs	768.00 €	1,097.14 €
Standard bungalow 6 x 3 = 18 m2	pcs	864.00 €	1,234.29 €
Standard bungalow 5 x 4 = 20 m2	pcs	960.00 €	1,371.43 €
Standard bungalow 6 x 4 = 24 m2	pcs	1,152.00 €	1,645.71 €
Standard bungalow 8 x 4 = 32 m2	pcs	1,536.00 €	2,194.29 €
Panel 100 x 250 cm	pcs	15.00 €	21.43 €
Door 100 x 200 cm	pcs	25.00 €	35.71 €
Set of shelves 3 pcs.	set	20.00 €	28.57 €
Carpet	m2	5.00 €	7.14 €
<b>3. ADDITIONAL EQUIPMENT</b>	<b>measure unit</b>	<b>Unit price after 30% discount up to 29 Feb 2020</b>	<b>Unit price after 29 Feb 2020 no discount</b>
Rent of table	pcs	25.00 €	35.71 €
Rent of table – cocktail	pcs	20.00 €	28.57 €
Rent of chair – PVC	pcs	5.00 €	7.14 €
Rent of chair – chrome	pcs	10.00 €	14.29 €
Rent of bar stool	pcs	15.00 €	21.43 €
Rent of fridge	pcs	55.00 €	78.57 €
Rent of Flag pole	pcs	18.00 €	25.71 €
Rent of flowers - Thuja/seasonals	pcs	10.00 €	14.29 €
High showcase, narrow 50 x 50 x 250 cm h	pcs	55.00 €	78.57 €
High showcase, wide 100 x 50 x 250 cm h	pcs	65.00 €	92.86 €
Low showcase, narrow 50 x 50 x 80 cm h	pcs	25.00 €	35.71 €
Low showcase, wide 100 x 50 x 80 cm h	pcs	40.00 €	57.14 €
<b>4. COMMUNICATIONS AND ADVERTISING</b>	<b>measure unit</b>	<b>Unit price after 30% discount up to 29 Feb 2020</b>	<b>Unit price after 29 Feb 2020 no discount</b>
Electrical connection up to 5kW, 220V	pcs	55.00 €	78.57 €
Electrical connection up to 10kW, <b>220V</b>	pcs	85.00 €	121.43 €
Electrical connection up to 10kW, <b>380V</b>	pcs	85.00 €	121.43 €
Water connection with a sink cabinet	pcs	210.00 €	300.00 €
Router and Internet cable connection up to 30MB	pcs	85.00 €	121.43 €

Mobile stand /branded bicycle, Segway, buggy, animator on stilts, animator carrying advertising panels and/or other forms of mobile advertising, coordinated with the Organizer/	pcs	500.00 €	714.29 €
Distribution of advertising materials at the Fairgrounds - 1 badge for 5 days	pcs	130.00 €	185.71 €
<b>5. CRANES &amp; FORKLIFT SERVICES</b>	<b>measure unit</b>	<b>Unit price after 30% discount up to 29 Feb 2020</b>	<b>Unit price after 29 Feb 2020 no discount</b>
Rent of CRANE for ½ hour (30 minutes)	pcs	35.00 €	50.00 €
Rent of CRANE for 1 hour (60 minutes)	pcs	50.00 €	71.43 €
Rent of FORKLIFT for ½ hour (30 minutes)	pcs	25.00 €	35.71 €
Rent of FORKLIFT for 1 hour (60 minutes)	pcs	40.00 €	57.14 €
Rent of RAMP – per number of machines	pcs	15.00 €	21.43 €

\* *Service Fee (Service Charge) includes: registration, inclusion of the EXHIBITOR in the online catalogue of the Exhibition, wireless Internet, electrical connection with power 2kW, waste charge and stand design certification.*

2.6.9. The sums payable under this Agreement shall be paid by bank transfer in the equivalent in BGN of the sums in Euro, at the fixed exchange rate of the Bulgarian National Bank (1.95583 BGN for 1 Euro), to the following bank account: IZLOZHENIE BATA AGRO DZZD, Bank: UNICREDIT BULBANK AD, BG63UNCR70001523727316, BIC: UNCRBGSF. The commission fees for bank transfers shall be paid for by the EXHIBITOR.

2.6.10. Within 5 days of receiving the sum, the ORGANIZER shall issue a tax invoice.

## **2.7. TYPES OF EXHIBITION AREAS AND CONDITIONS TO USE**

The EXHIBITOR shall have the right to declare and to lease the following types of exhibition areas, and shall be subject to the following limitations and provisions:

2.7.1. Built-up exhibition area – minimum surface of the leased area – 12 square meters, maximum size – 32 square meters, location - in section D.

2.7.2. Outdoor (external) exhibition area – minimum surface of the leased area 24 square meters, maximum size – 1314 square meters, situated as follows:

- In case of dimensions of the leased area from 24 to 32 square meters – in section G (grass surface)
- In case of dimensions of the leased area from 24 to 60 square meters – in sections A
- In case of dimensions of the leased area from 70 to 180 square meters – in section B
- In case of dimensions of the leased area from 210 to 450 square meters – in section C
- In case of dimensions of the leased area from 504 to 1314 square meters – in section F

2.7.3. The EXHIBITOR shall not have the right to declare more than 1 exhibition area, and its type should be compact, non-fragmentized, and compliant with the options for the respective section. The front side of the exhibition area/stand shall be situated according to the instructions of the ORGANIZER, regarding the layout of the corridor to be used for the throughput of the flow of visitors.

## **2.8. PROVISIONS AND REGULATION FOR THE USE OF ADDITIONAL SERVICES**

2.8.1. EXHIBITORS shall not have the right to build any sites and facilities, permanently attached to the ground. EXHIBITORS shall not have the right to place stands, tents, bungalows, other removable objects, advertising facilities, other exhibits or facilities on the leased areas, without the preliminary coordination of the project with the ORGANIZER (design certification). EXHIBITORS shall not have the right to situate staff or any sites/objects or facilities outside of the exhibition area, leased by them.

2.8.2. The EXHIBITOR shall not have the right to perform advertising or marketing activity outside of the leased exhibition area, and without having effected all payments due under the Participation Agreement.

2.8.3. The EXHIBITOR shall have the obligation to provide the assistance necessary in the development of additional equipment and properties. The EXHIBITOR shall use the additionally provided equipment and properties acting with due care, to assist the ORGANIZER for their dismantling, and to return them to the ORGANIZED without any faults. The EXHIBITOR shall have the

obligation to dismantle any equipment and facilities, delivered by the EXHIBITOR or by persons other than the ORGANIZER, by removing this equipment and clearing the effects thereof.

2.8.4. The EXHIBITOR shall coordinate with the ORGANIZER the moment and the method of performance of any and all types of activities for loading and unloading and transportation of cargo in the territory of the Exhibition, the moment and the method of development, and placement of equipment and facilities, the undertaken advertising and marketing activities, and all activities, which are outside of the scope of the normal use of the leased exhibition area for the stipulated designation and in view of the sector direction of the Exhibition.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **3.1. THE EXHIBITOR SHALL HAVE THE FOLLOWING OBLIGATION:**

3.1.1. To submit in the online registration process for participation, or within an additional term, indicated by the ORGANIZER, any information necessary to the ORGANIZER for its publication in the electronic catalogue of the Exhibition. In case of failure to comply with the term for providing information, information about the Exhibitor shall not be published, and no sums of money shall be refunded from the Lease Price and the Service Price paid.

3.1.2. The EXHIBITOR shall duly perform their obligations under article 2.2.3 and present the documents defined therein within the deadline set in article 2.2.3.

3.1.3. The EXHIBITOR hereby declares that any and all data and documents, submitted by it, as well as the Declaration of the Manufacturer/Official Importer is true and valid as of the dates of conducting of the Exhibition, and that as of the date of the Exhibition, the Exhibitor shall have the right to exhibit the products of the Manufacturer/Official Importer on international exhibitions, and that exhibiting the exhibits and advertising its activity at the Exhibition is not in breach of any intellectual or industrial property rights, does not use trademarks, industrial designs or geographical designations or any other protected components, which the Exhibitor does not own, and is not entitled to use under a licensing agreement.

3.1.4. The EXHIBITOR shall have the obligation to not breach the outlines of their own exhibition area, to not enter the area of other EXHIBITORS or vacant areas, which are not part of the leased area, to not change the location of the used area, and to not impede the other EXHIBITORS in using the exhibition areas leased by them and their facilities.

3.1.5. In case of a request for a decrease in the occupied exhibition areas and stands/tents/bungalows/facilities, or withdrawal from participation in the Exhibition, to provide to the ORGANIZER written request thereof, within not later than 45 (forty-five) days prior to the opening of the Exhibition. In case no written request has been submitted to the ORGANIZER within the term stipulated hereinabove, or in case it has been submitted after expiration of the deadline thereof (45 days prior to the date of opening of the exhibition), the EXHIBITOR shall pay all declared services (the full value for lease of the exhibition area, Service Charge and the full value of all declared additional services/equipment), regardless of whether they would be used or not. In all cases, however, the deposit/advance payment for participation, paid by the EXHIBITOR, shall not be refundable and shall remain to the benefit of the ORGANIZER, unless an express stipulation to the contrary was made in this Agreement.

3.1.6. To ensure the compliance with the Order and Safety Rules for the Exhibition, as well as all rules in legislative, regulatory acts, or municipal acts and ordinances, referring to protection of consumers, occupational safety and fire safety rules, environmental norms and technical safety norms; To provide safe and technically correct performance of demonstrations in the demonstration fields.

3.1.7. The CONTRACTOR of the EXHIBITOR and the EXHIBITOR shall have the obligation of all structural and advertising materials and exhibits, used by the EXHIBITOR, to comply with the regulatory requirements for fire and emergency safety. Smoking and storage of incendiary materials is strictly prohibited in exhibition areas.

3.1.8. The EXHIBITOR shall have the obligation of undertaking all actions to prevent possible risks for the persons working on its exhibition stand/area during the exhibition, as well as during the installation and stocking, dismantling and taking out of exhibits.

3.1.9. To ensure a STAND MANAGER onsite for the days required for accommodation and taking out of the Exhibition, regardless of whether they coincide with weekends or national holidays.

3.1.10. Shall not perform independent or not coordinated with the ORGANIZER loading and unloading processing of the exhibition goods and equipment.



3.1.11. Shall not allow the access to or the use of own or provided for use (regardless of the legal grounds thereof) mechanical equipment or other appliances for performance of individual loading and unloading processing of the exhibition goods. Exception from the restrictions under this article shall only be allowed in the cases on which the EXHIBITOR is using its own exhibit for loading and unloading activity. In this case the EXHIBITOR shall still coordinate its use with the ORGANIZER and shall comply with any and all rules for traffic of motor vehicles, and shall be responsible for any and all property or non-property damages, caused as the result of the above-specified use. The equipment used by the Exhibitor or his contractors/subcontractors for loading and unloading activities or other works, shall not be exhibited nor stay on the territory of the EXHIBITION within visitors' hours if the Exhibitor does not have documents proving that this Exhibitor has registered legal rights to use the equipment's trademark or protected components.

3.1.12. The EXHIBITOR shall not have the right to transfer, sub-lease or cede all of or portions of the leased area/stand/bungalow/tent to third parties without the explicit written consent of the ORGANIZER. Failure to perform this obligation shall result in IZLOZHENIE BATA AGRO having the right to receive liquidated damages equal to the value of the Lease Price, payable by the Exhibitor.

3.1.13. To insure at its own expense for the duration of the Exhibition, including the duration of the accommodation and taking out, all of its own property and personnel, as well as all goods/machinery, which despite not being its own property, shall be exhibited at the Exhibition by this EXHIBITOR, including its own third party liability. The limit of responsibility shall not be less than 50,000 BGN for each event.

3.1.14. To expressly inform in writing the ORGANIZER in case its authorization to present the goods/machinery of the Exhibition or to sell them is withdrawn or terminated due to any reason, to inform expressly and in writing the ORGANIZER in case any of the exhibits (exhibited goods/machinery) has already been the subject matter of a transaction, or has been used and could be defined as "used" within the meaning of article 2.2 of this Agreement. In the above cases, as well as in case of the existence of any other grounds for termination of the participation in the Exhibition, to immediately leave the leased exhibition area and the Exhibition, by removing its properties and the employed personnel.

3.1.15. To comply with the terms defined by the ORGANIZER for performance of their obligations and the deadlines and terms for payment. In case the sums payable by the EXHIBITOR to the ORGANIZER have not been received at the bank account of the recipient within the terms stipulated thereto and at the bank account listed herein below, the EXHIBITOR shall not be allowed to participate in the exhibition, shall not be allowed to undertake preliminary actions on development and the areas/the facilities shall be considered free for the purpose of their lease to other EXHIBITORS.

3.1.16. To pay the ORGANIZER liquidated damages in case there have been damages to the property of the ORGANIZER and STARA ZAGORA AIRPORT. The existence of damages, their type and scope, shall be established with a bilaterally signed statement, and each of the parties shall be represented by one person. Failure of the EXHIBITOR to send a representative shall mean that the statement shall be drafted by the persons designated by the ORGANIZER and the findings contained therein shall be considered true.

3.1.17. The EXHIBITOR shall not have the right to receive compensation or any other payment in case of delay or cancellation of the exhibition, which have occurred as the result of actions and events, which could not be attributed to be the fault of the ORGANIZER, including in case they have occurred after opening the exhibition.

### **3.2. THE ORGANIZER SHALL HAVE THE FOLLOWING OBLIGATIONS:**

3.2.1. To provide the contractual and paid services. To provide the requisite care and resources for the faultless conducting of the exhibition. The ORGANIZER shall not be responsible for displacement of the areas leased by exhibitors, which has been necessitated due to an improved organization and presenting the Exhibition. The ORGANIZER shall not be responsible before the EXHIBITOR or before third parties, in case the exhibition is delayed or cancelled due to reasons which could be qualified as "force majeure". The ORGANIZER shall not be responsible before the EXHIBITOR and before third parties, in case the exhibition is suspended after the date of its opening due to reasons which could not be attributed as the fault of the ORGANIZER.

3.2.2. To publish on the website of the ORGANIZER the General Terms and Conditions for participation, applicable toward the Exhibition which would reproduce the essential stipulations of this agreement, as well as Order and Safety Rules in conducting of the Exhibition, Instructions for the requisite measures for fire protection, and Price List of the main and additional services.

3.2.3. To publish the data of each EXHIBITOR, who has duly submitted online within 01.04.2020 the information necessary under the EXHIBITOR's PROFILE form, in the electronic catalogue of the exhibition.

3.2.4. In relation to the data and information, provided to the ORGANIZER for processing, which fall within the scope of data qualified as "personal data" under the provisions of the Personal Data Protection Act, to comply with any and all of the rules established as regards thereto, indicated in the quoted legislative act. The EXHIBITOR has been informed that part of the information provided under this agreement shall contain personal data, which are the subject to special protection under the effective laws in force. By signing this agreement, the EXHIBITOR provides its consent for the ORGANIZER to collect, process and provide to institutions and third parties the personal data presented to the ORGANIZER for the purposes of performance of this agreement and the requirements of the laws in force, as well as in relation to conducting any follow-up Exhibitions or marketing and trade initiatives of the ORGANIZER. The Exhibitor shall have the right to access to the provided personal data, kept with the Organizer, and shall inform the Organizer immediately in case of change of such personal data.

3.2.5. To provide the performance of security prior to the start of the work hours of the Exhibition for EXHIBITORS and after conclusion of the work hours of the Exhibition for the EXHIBITORS. The ORGANIZER shall not be responsible for the occurring breaches/damages to the EXHIBITOR's property within the work hours for the EXHIBITORS.

3.2.6. The ORGANIZER shall not be responsible:

- For any losses caused and/or suffered, failures, damages and/or accidents and/or bodily injuries, which have occurred as the result of the following, but shall not be limited to: fire, natural disasters, adverse meteorological conditions, poor quality of installation and/or poor quality and/or unstable structures, piles and any other technical facilities, as well as for damages, which have occurred to third parties, as the result of the activity of the EXHIBITOR, employees or affiliates of the EXHIBITOR;
- For the actions of companies and persons, members of Non-Profit Association, called Bulgarian Association of Traders of Agromachinery and partners in IZLOZHENIE BATA AGRO DZZD, which are separate and individualized entities/persons;
- Towards any and all third parties for the provided and used by the EXHIBITOR trademark, logo, advertising materials, information, etc., in case they do not correspond or in any way breach the laws in force for protection of the intellectual property or the licensing agreement, concluded by the Exhibitor.

### **3.3. SANCTIONS**

3.3.1. EXHIBITORS, who have breached the outlines (visible or invisible) of their area or have displaced their exhibition area, shall pay triple the price for lease of the used areas, outside of the initially defined (even if the area used does not exceed the square surface area of the initially declared area, and is instead only not matching in terms of location or form).

3.3.2. EXHIBITORS who have failed to comply with the Order and Safety Rules or the Fire Safety Instructions shall pay liquidated damages equal to 500.00 BGN for every single violation, unless in case the damages caused due to the breach have exceeded the determined liquidated damages.

3.3.3. EXHIBITORS, who have breached their obligation to provide only unused goods/machinery, which they have been duly authorized to sell and to exhibit, shall pay liquidated damages equal to five times the lease price for the exhibition area, which they shall pay under the Participation Agreement, concluded by them, even in case the Participation Agreement is terminated/dissolved and their participation at the Exhibition is suspended.

3.3.4. EXHIBITORS, who perform activities, which have not been coordinated with the ORGANIZER, shall suspend them immediately after a warning by the ORGANIZER, and shall owe liquidated damages to the amount of 500.00 BGN for every single violation.

3.3.5. In case of delay of the payments payable under this agreement, including the sanctions determined under the provisions of article 3.3 by more than 10 work days, the EXHIBITOR shall owe liquidated damages for delay to the amount of 0.2% per each day of delay.

3.3.6. For any and all financial obligations of the EXHIBITOR, including the obligations for payment for additional services, not specified in this Agreement or the annexes thereto, as well as for the sanctions under this article 3.3, the ORGANIZER shall have the right to exercise the right to lien on the items on the territory of the Exhibition, and these items shall be considered to be legally held by the ORGANIZER for the duration in which said items are on the territory of the Exhibition.

3.3.7. Any companies or persons, who are handing advertising materials or leaflets without having paid charge, shall be fined by security and shall pay penalty equal to double the amount of the charge for handing out leaflets according to the Participation Agreement, for which a deed of findings shall be drafted and an invoice shall be issued.

### **4. OTHER PROVISIONS**

4.1. Regardless of the country of registration and the seat of the Parties is, or the principal venue of their activities, this Agreement shall be subject to the jurisdiction of the laws in Bulgaria.

4.2. Any and all disputes between the EXHIBITOR and the ORGANIZER, including disputes related to the validity, conclusion and termination of this Agreement shall be settled by the Parties acting in good faith. In case the Parties have failed to reach an agreement, the dispute shall be referred to the Court of Arbitration with the Bulgarian Chamber of Commerce and Industry, regardless of whether the seat of the company is outside of or in the Republic of Bulgaria. The decision of the Court of Arbitration with the Bulgarian Chamber of Commerce and Industry shall be final for the relationship between the EXHIBITOR and the ORGANIZER.

4.3. This Agreement shall not be considered terminated with the expiration of the term of use of the leased exhibition area and its terms and conditions continue to be binding on the parties until the full performance of any and all of the obligation and responsibilities under this Agreement.

4.5. This Agreement may be supplemented and amended only in writing.

This Agreement has been signed in two identical counterparts, one for each Party, and in case of a signed version in English language, the Bulgarian version of the text of the Agreement shall prevail for the purpose of interpreting the intentions of the parties.

EXHIBITOR: .....  
/name, stamp and signature/

ORGANIZER: .....  
/name, stamp and signature/