



## **1. GENERAL TERMS AND CONDITIONS FOR PARTICIPATION in the SPECIALIZED AGRICULTURAL EXHIBITION BATA AGRO**

The present General Terms and Conditions shall apply to all those exhibitors and participants in the Specialized agricultural exhibition BATA AGRO (hereinafter referred to as the EXHIBITION), organized by DZZD IZLOZHENIE BATA-AGRO (hereinafter referred to as the ORGANIZER) regardless of whether they have submitted a single application, whether they have signed a participation agreement in the exhibition or only use part of the areas or services of the exhibition.

### **Art.1. Admission to participation**

1.1. The right to participate in the events of BATA AGRO and in the Specialized Agricultural Exhibition BATA AGRO 2021 have Bulgarian and foreign entities which perform legally permitted production and trade activities, as well as non-profit organizations, if they have duly applied for their participation, received confirmation of available areas, paid the due (advance payment), and they have concluded a Participation Agreement with DZZD IZLOZHENIE BATA-AGRO.

1.2. The following entities 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to offer the goods and the services, declared as exhibits by the EXHIBITOR, or the authorization of which has been withdrawn by the Manufacturer or the Official Importer; the aforementioned barrier to participation shall not be applied to exhibitors that present only goods and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, held by the Organizer, 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, shall 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, held by the Organizer, 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, preventive or anti-epidemic measures, approved by 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, obligations to preserve the exhibition areas and any equipment or machinery situated thereon up until the closing date of the Exhibition, obligation to comply with all rules on the placement of the exhibitors, on the organisation of event and human flows, on the loading and unloading activities, transport activities etc. .

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

- At latest by 45 days prior to the opening date of the Exhibition, 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.
- At latest by the end of the month preceding the month of opening date, the EXHIBITOR has failed to provide to the Organizer the requisite Declaration by the Manufacturer or Official Importer, which shall certify its authorization to sell new unused goods/machinery in the territory of Bulgaria; this Declaration shall date not earlier than 3 months prior to the date of presenting it to the EXHIBITOR.
- At latest by the end of the month preceding the month of opening date, 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 the end of the month preceding the month of opening date, the EXHIBITOR has failed to submit a draft of the contractor of the site, employed by the EXHIBITOR, 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").

1.4. 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 laid down above 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.

## **Art.2. Payment of areas and services in the Exhibition**

### **2.1. Lease of areas**

Exhibition BATA AGRO 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 (indicated for 1 square meter) and the Service Charge (fixed). The Lease Charge is determined per square meter depending on availability of installations and equipment, type of installation (stand, tent or other), and the zone in which exhibition area is located.

2.2. The indicated Service Price (Service Charge) in the 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.

### **2.3. 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 detailed in the online Participation Application or in Annex No.1 to Participation 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

2.4. The additional equipment and properties requested and paid by the Exhibitors separately from the Lease Charge and the Service Charge may include, in addition to the services for development and the use of additional equipment and properties under the previous “, loading and unloading and transportation services in the territory of the Exhibition, installation of water supply pipeline, distributing 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.

### **Art.3. Rules and Regulations for participation of the Exhibition**

3.1. Installation of the stands from outside companies may be performed in the time period from and including the 26<sup>th</sup> day before the opening of the Exhibition until and including the 2<sup>nd</sup> day before the opening of the Exhibition, from 08:00 to 20:00 o'clock

3.2. Accommodation of Exhibitors shall be performed in the 6 days prior to before the opening date of the Exhibition, from 8:00 to 20:00 o'clock, after issuance of a certificate by the ORGANIZER for fulfilled financial obligations, payment of the Lease Charge, Service Charge and price of any additional equipment or services .

3.3. The periods and hours for accommodation of the exhibitors and installation of the stands may be subject to unilateral change by the Organizer, which shall be announced on the website of the ORGANIZER.

3.4. The date for the official opening and the duration of the exhibition shall also be announced on the website of the ORGANIZER and could be subject to unilateral change by the Organizer.

3.5. Opening hours for visitors from the opening to closing date of the Exhibition, from 09:00 to 18:00 o'clock. On the last day of the period for the Exhibition, the working hours for visitors will be from 09:00 to 14:00h.-

3.6. Work hours for exhibitors during the period of the Exhibition 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. For the entire duration of the Exhibition from opening to closing date all exhibits, equipment and machinery shall not be carried out or removed from the exhibition area of each participant. After 2 p.m. on the closing date of the Exhibition participants are allowed to move exhibits, equipment and machinery only if such movements are self-propelled and carry out materials that could only be loaded manually, without relying on any kind of mechanization.

3.7. Vacating the occupied area and dismantling of all facilities built by anyone different to the ORGANIZER shall be performed in the period from 2 p.m. on the closing date of the Exhibition abiding by the restrictions set out in clause 3.6 above until the 5th day following the closing of the Exhibition, from 08:00 to 20:00 o'clock. Vacation of all installations and facilities built by the ORGANIZER should be carried out from 14:00 on the last day of the Exhibition to at latest 20:00 on the first day post closure of the Exhibition.

3.8. Upon 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 determined by the ORGANIZER.

3.9. 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, whereas for any kind of disassembling or transport/removal activities ahead of schedule without the express consent of the Organizer, the Exhibitor is liable to pay a penalty at the amount specified in the participation agreement or determined by the Organizer.

**Art.4. For the purpose of the application for participation, the EXHIBITOR shall submit online 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. 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.**

4.1. The EXHIBITOR shall be considered as registered participant in the Exhibition after submitting duly completed online Participation Application and after payment of the deposit payable for participation (the advance payment) and after receiving the signed original of the Participation Agreement by the ORGANIZER. After receiving the advance payment on the issued proforma invoice, the ORGANIZER shall send to the EXHIBITOR a 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.

4.2. Within 5 work days after receiving the advance payment and receiving the layout of the exhibition areas, 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.

4.3. 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.

4.4. 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 zone, etc.).

4.5. The ORGANIZER shall retain the right to perform any follow-up rearrangements of areas of EXHIBITORS, and the EXHIBITOR shall declare that agrees and accepts that in the interest of the event the DZZD 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 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 for failure to perform this agreement (respectively liquidated damages for dissolving this Agreement) on these grounds. In case a change is needed in the size and the position of the rented area or the terrain on which the Exhibition is going to take place, due to the anti-epidemic measures, inclusion of additional Exhibitors or any other change in the positions and sectors of the Exhibitors, the ORGANIZER is entitled to inform all the Exhibitors in the order they made their payments, as

giving them access to new online layout of the exhibition areas and indicate them to choose or change their position according to the order of payment and the amount of the payments that the Exhibitors have made.

4.6. Any waiver from concluding an agreement by the Exhibitor or suspending the negotiations for the 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.

#### **Art.5. Payment of leased areas and services**

5.1. 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 work days of receiving the proforma invoice.

5.2. In case the ORGANIZER has fully refused to fulfill the Application due to absence of appropriate exhibition area, filling up 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 the 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 has coordinated the leased exhibition area, but the Participation Agreement is not signed, in case the ORGANIZER is not at fault thereof.

5.3. In case of successful online applying for participation and paying a deposit/advance of 30% of the Lease Price and 100% of the Service Charge within 15<sup>th</sup> January of the year the Exhibition is held, 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 15<sup>th</sup> January of the year in which the Exhibition is held. 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.

5.4. In case of successful online applying for participation and paying a deposit/advance of 30% of the Lease Price and 100% of the Service Charge in the period from 16<sup>th</sup> January of the year in which the Exhibition is held, 20% discount shall be deducted from the Lease Prices of exhibition areas (Lease Charge, 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 has been paid by the end of February of the year in which the Exhibition is held. 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 20% discount.

5.5. 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. All discounts mentioned in clauses 5.3 and 5.4 shall only be applied to leased area outside of Zone 1.

5.6. 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 by the end of February of the year in which the Exhibition is held, 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.

5.7. The deadline for performing all outstanding payments for services/goods, subject to this Agreement and the Annexes thereto, shall be 45 days prior to the initially scheduled and announced opening date of the Exhibition regardless of any subsequent announcement for postponement or re-scheduling of the Exhibition.

5.8. 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.

5.9. 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.

5.10. The prices of the main and additional services/goods/equipment are indicated in the published Price List and in the Participation Agreement for the exhibition. In case the Organizer and the Exhibitor signed a participation agreement, all prices, charges and discounts stipulated therein, shall apply with priority to the General terms and conditions.

5.11. 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: DZZD "IZLOZHENIE BATA AGRO", Bank: UNICREDIT BULBANK AD, BG63UNCR70001523727316, BIC: UNCRBGSF. The commission fees for bank transfers shall be paid for by the EXHIBITOR.

#### **Art.6. 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 within the zones outlined in the Zoning map published on the ORGANIZER's website, and shall be subject to the following limitations and provisions:

6.1. Exhibition area with standard stand (Bungalow type) – minimum surface of the leased area – 12 square meters, maximum size – 32 square meters, location - in zone 3.

6.2. Exhibition area under a collective tent of 12 sq.m. or under an individual tent of 24 sq.m. located in Zone 5.

6.3. Exhibition area without stand or tent – 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 zones 4 and 6;
- In case of dimensions of the leased area from 100 to 1296 square meters – in zone 1 (also referred to as Premium zone);
- In case of dimensions of the leased area from 36 to 1296 square meters – in zone 2.

6.3. For all types of exhibition areas, the rule is that 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 zone. 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. Notwithstanding the compactness requirement, in case of leased area exceeding 600 sq.m., the ORGANIZER shall be allowed to divide the leased area at their own discretion on two separate areas on opposite sides of

the visitors path. The ORGANIZER reserves the entitlement to unilaterally alter dimensions, location and organisation of all Zones in the Zoning map depending on the Exhibition's needs and such changes become binding on all Exhibitors as of the date these changes were uploaded on the ORGANIZER's website.

**Art.7. 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.

**Art.8. 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.

**Art.9. 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. The EXHIBITOR undertakes to occupy the exhibition areas and use all equipment by exercising due merchant' care, assist the ORGANIZER in their disassembling and return the exhibition area and equipment in immaculate condition to the ORGANIZER. The EXHIBITOR shall also disassemble all equipment, furnishing, machinery and devices brought by him or built/raised by third parties other than the ORGANIZER, by diligently removing and cleaning the surface of their components or remnants. All EXHIBITORS using a third party contractor to build or install equipment also undertake to provide a deposit from their contractors or pay themselves such a deposit of amount specified in the participation agreement or determined by the ORGANIZER. The EXHIBITOR shall maintain the exhibition area and all equipment in presentable condition until the closing date of the Exhibition and not remove any exhibit, piece of equipment, machinery, stand or other installation ahead of scheduled time for dismantling the entire Exhibition.

**Art.10. (1) The ORGANIZER shall have the right** to unilaterally and repeatedly postpone the Exhibition when this is due to a declared state of emergency, emergency situation, declared anti-epidemic measures and prohibitions, as well as other reasons beyond the control of the ORGANIZER , and in these cases, the ORGANIZER shall not be responsible:

- For any damages, losses or opportunity costs caused to the Exhibitors or to third parties, which have occurred as the result of the postponement of the Exhibition.

- For displacement of the sectors, change in the types of exhibition areas, the positions of the Exhibitors and the size of their exhibition areas, which have occurred as the result of the postponement of the Exhibition or a change in the location of the Exhibition, because of the postponement. In case the ORGANIZER informs the Exhibitor, that the size of his leased exhibition area needs to be decreased, The ORGANIZER shall return to the Exhibitor the relevant part of the paid lease price in accordance with the reduction of the exhibition area.

- For any damages, opportunity costs, liquidated damages or any type of penalty and payment deriving from or related to the termination, rescission of or failure to perform the contract, because of the postponement of the Exhibition.

**(2) The Exhibitor shall not have the right** to claim any interest, damages, opportunity costs, liquidated damages, or seek compensation/damages or any type of penalty payment or any other additional payment, nor to rescind or terminate the Contract, because of the state of emergency and the postponement of the

Exhibition for the reasons specified in paragraph (1) and hereby declares that he agrees the specified period of its holding/postponement.

Although the ongoing pandemic, the possible continuation of the epidemic situation due to Covid-19 infection and the continuation of existing or the adoption of new anti-epidemic measures are force majeure circumstances that are beyond the control of the parties and will occur after the conclusion of the contract, The Exhibitor and the ORGANIZER renounce their right to terminate the contract for participation on that ground. The Exhibitor and the ORGANIZER renounce their right to be informed in writing by the other Party about the matter of the force majeure, its duration and consequences, because the information about the state of emergency and its consequences is public.

**(3) For postponement of the Exhibition**, there is no need to sign an annex to the Participation Agreement for the Exhibition and the ORGANIZER may unilaterally notify the Exhibitor in writing or by an announcement on the internet site of the ORGANIZER of the new period and the respectively amended terms under the contract for participation, installation, and the vacating the occupied area.

#### **Art.11. Obligations of the Exhibitors:**

11.1. The Exhibitor is obliged to fill in at the online registration for participation or within an additional period specified by the ORGANIZER any information necessary for publication in the online catalogue of the Exhibition. If the Exhibitor does not provide the needed information within the term, information about the participant shall not be published, and no sums of money shall be refunded from the Lease Price and the Service Charge paid.

11.2. The EXHIBITOR shall duly perform their obligations under article 1.3 and present the documents defined therein within the deadline set in article 1.3.

11.3. 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.

11.4. The EXHIBITOR shall have the obligation to not breach the outlines of its 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 interrupt the other EXHIBITORS in using the exhibition areas leased by them and their facilities.

11.5. In case of willingness to decrease the occupied exhibition areas and stands/tents/bungalows/facilities, or rejection for 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 of the declared area, Service Charge and the 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.



11.6. The EXHIBITOR shall have the obligation 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. All EXHIBITORS, their contractors and subcontractors, suppliers, counterparties, representatives and employees shall observe and comply with the ORGANIZER's requirements and rules for navigating and directing the transport and pedestrian flow, rules for oneway drive, parking requirements and distribution of parking space, requirements for the direction of visitors, guided visits etc. EXHIBITORS are not allowed to place or store equipment or other materials on the alleys, lanes, walking paths of the EXHIBITION to/between the stands, entries and exits.

11.7. 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.

11.8. The EXHIBITOR shall have the obligation 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.

11.9. The EXHIBITOR shall not allow the access to or the use of own or provided for use (regardless of the legal grounds thereof) mechanical equipment 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.

11.10. 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 DZZD IZLOZHENIE BATA-AGRO having the right to receive liquidated damages equal to the value of the Lease Price, payable by the Exhibitor.

11.11. The EXHIBITOR shall have the obligation 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. After working hours for visitors of the Exhibition, all EXHIBITORS shall close and lock their stands, pavilions and equipment, and during working hours for visitors all EXHIBITORS shall not leave their stands, pavilions and equipment unattended by the STAND MANAGER. After working hours for visitors of the Exhibition, all EXHIBITORS may not visit the Exhibition area and their stands, pavilions and equipment without express written consent by the ORGANIZER, nor allow access to keys or other locking/access devices to third parties.

11.12. To expressly inform in writing the ORGANIZER in case its authorization to provide the goods/machinery of the Exhibition or to sell them is deprived or eliminated 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 "second hand" under 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.

11.13. The EXHIBITOR shall not have the right to receive compensation or any type of 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. In case of change in the initially announced location of the Exhibition due to initiatives and requests by the exhibition plot's owner, holder or lessee or due to other reasons beyond the control or fault of the ORGANIZER, the EXHIBITOR assumes and accepts that such relocation does not harm substantially his interests and this shall not represent a ground for termination or rescission of the participation agreement nor a ground for the EXHIBITOR to claim his relocation expenses.

11.14. The EXHIBITOR is obliged to comply with all anti-epidemic measures prescribed by the ORGANIZER in the Rules of Order and Safety, to provide disinfectants, protective masks, and other necessary materials for the persons present at the Exhibition and during its preparation, including (but not limited to) its representatives, employees, subcontractors, suppliers, persons performing loading and unloading works, hygienists and visitors to the Exhibition, who are located on the territory of the area rented by the Exhibitor. The EXHIBITOR shall be responsible for observing the necessary distance and a maximum number of persons in the leased by him area prescribed in the Rules of Order and Safety.

11.5. The EXHIBITOR shall pay a compensation to the ORGANIZER upon harming the assets of the ORGANIZER or the assets of the exhibition plot's owner/holder. The existence of all and any damage, their type and scale shall be ascertained in a bilateral protocol whereby the parties concerned shall be represented. If the EXHIBITOR does not nominate or send his representative, the protocol shall be drafted and signed by officials of the ORGANIZER and the facts ascertained shall be deemed true and accurate.

#### **Art.12. Obligations of the ORGANIZER:**

12.1. The Organizer shall provide the contractual and paid services. To provide the requisite care and resources for the faultless conducting of the exhibition.

12.2. The Organizer shall publish the data of each EXHIBITOR, who duly submitted online within the specified term the information necessary in the online catalogue of the exhibition.

12.3. 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 shall provide 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.

12.4. 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 of the EXHIBITOR over the property within the work hours for the EXHIBITORS.

**Art.13. 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, force majeure, 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 “Bulgarian Association of Traders of Agromachinery “and partners in DZZD IZLOZHENIE BATA-AGRO, which are separate and individualized subjects;

- 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.

- For all and any damages or lost profits sustained by the EXHIBITOR or third parties, due to or related to the postponement, rescheduling, cancellation, interruption or relocation of the EXHIBITION, in case preventive anti-epidemic measures, prohibitions or restrictions imposed by enactments or administrative acts have hindered organising or holding the Exhibition, and those measures are to be applied fully or partially within the period of 90 days prior the announced opening date; in such cases the ORGANIZER might postpone and reschedule the opening date of the Exhibition and its period by unilateral notice to the EXHIBITORS or announcement on the internet site of the ORGANIZER without needing an express written annex or additional agreement amending the participation agreement;

- Relocation of the sectors, change in the types of exhibition areas, change of the positions and exact location of exhibition plots and rented parcels, due to or related to postponement of the Exhibition or relocation of the Exhibition as a whole;

- For all and any damages, lost profits, compensation and penalty payments or other types of claims on termination or rescission of the participation agreement.

**Art.14. Sanctions for violation of the rules for conducting the Exhibition**

14.1. EXHIBITORS, which 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).

14.2. EXHIBITORS who have failed to comply with the Order and Safety Rules, the Fire Safety Instructions, preventive anti-epidemic measures prescribed by authorities, officials or the Organizer, rules on organising and holding the Exhibition set forth in the participation agreement, these General terms and conditions or other statement of the ORGANIZER, shall pay liquidated damages equal to 3000 BGN for every single violation, unless in case the damages caused due to the breach have exceeded the determined liquidated damages. The amount of liquidated damages or penalty might be determined individually by a specific resolution of the ORGANIZER. Exhibitors shall also compensate the ORGANIZER for all sanctions imposed for non-compliance



with anti-epidemic measures by the Exhibitor (his representatives, employees, suppliers, subcontractors, visitors, etc.) or within the rented exhibition area.

14.3. EXHIBITORS, which 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.

14.4. EXHIBITORS, which 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 3000 BGN for every single violation. The same amount of liquidated damages or penalty might be imposed by the ORGANIZER to the EXHIBITOR for actions or omissions of the EXHIBITOR, his contractors, subcontractors, employees, for not following the instructions of the ORGANIZER in the Design certification procedure or for failing to perform due care in preserving the Exhibition's landplot and/or proper disassembling and removal of all equipment and parts thereof.

14.5. 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.

14.6. 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.

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