

TERMS AND CONDITIONS

1 DEFINITIONS

In these terms and conditions and application for space: Exhibition shall mean Festival Coffee Slovenia. Organiser shall mean Celje Fair Plc. Exhibitors shall mean any person or persons, firm or company (including his or their representatives or agents) applying for and being allotted space. Exhibit shall mean any article described as such by the Exhibitor when making application for space or any article subsequently permitted by the Organiser to be shown. Contract shall mean the Contract entered into between the Exhibitor and Organiser of which these regulations form a part. Stand shall mean either the Shell Stand provided by the Organiser or only agreed sites may be "space-only". All other Exhibitors are required to use the Shell Stand where provided by the Organiser unless previously agreed in writing. Official Contractors shall mean any person or persons, firm or company employed by the Organiser in the erection, fitting or painting of stands or in the supply of other services. Authorities shall mean anybody empowered by law to make and enforce regulations for public safety. These Terms and Conditions are a constituent part of the contract between the Exhibitor and Fair Organiser. They set out the terms and conditions relating to their collaboration, financial obligations, damage claims and the like arising out of or relating to the fair. In the event of any circumstances unforeseen by these Terms & Conditions, the usage of fair business practices shall apply.

2 APPLICATION FOR SPACE

2.1 Applications for space must be made on the official printed form attached below which shall be forwarded to the Organiser Celje Fair Plc. A signed booking form is a contract and assumes that these rules have been read. Exhibitor shall provide the Organiser with the exact data with regard to his exhibits and/or services 60 days before the commencement of the fair. The Organiser reserves the right to accept or reject any application, and, even where an application has been accepted, without notice to exclude or to require to be removed any Exhibit which in his opinion does not conform to these terms and conditions or any conditions incorporated herein, in which case the Organiser can terminate the Contract and the cost of removal shall be entirely borne by the Exhibitor.

2.2 Application for space by the Exhibitor, and the allotment of the same by the Organiser shall constitute a contract subject to these terms and conditions or any conditions deemed to be incorporated herein, and shall come into force once the Organiser has confirmed them. If the Exhibitor does not object in writing within five days upon the receipt of the official booking form, it is deemed for the contract to be in force.

3 SITE ALLOCATION

3.1 After the accepted and confirmed Booking Form, the Organiser shall allocate exhibition space as he see fit, considering the availability of space, type of business, size and layout of the exhibition stand, which shall be notified to the Exhibitor in writing. The Organiser agrees to provide the Exhibitor with any services that have been ordered before the show opening.

3.2 The Organiser reserves the right to alter the layout of the exhibition in any respect and at any time and Exhibition space allocated to the Exhibitor as or when it deems necessary. Should it be necessary to rearrange the Exhibition or transfer it to another place, the Organiser shall be entitled to allot alternative Stands to Exhibitors as the Organiser may determine.

3.3 The Exhibitor shall not sell, assign, let, sublet, transfer or share any part of the Exhibition Space allocated to him, either wholly or in part without the prior written consent of the Organiser. The Exhibitor shall notify the Organiser of all the participants or Contractors and submit his exhibition programme 60 days before the commencement of the fair.

4 TERMINATION

The Organiser reserves the right to cancel an application or withdraw from the Contract upon the occurrence of any of the following events:

- (a) the Exhibitor becomes bankrupt or goes into liquidation or if in the reasonable opinion of the Organiser becomes otherwise insolvent during the submission of application or entering into a contract;
- (b) the Exhibitor has any unsettled debts towards the Organiser or has failed to meet any of the contract-ed payment obligations arising from previous contractual relationships with the Organiser;
- (c) the Exhibitor in the Organiser's opinion does not conform to the exhibition terms and conditions or any conditions incorporated here;
- (d) the Exhibitor does not submit the necessary documentation upon the request of the Organiser.

5 EXHIBITION STAND

5.1 TECHNICAL CONDITIONS

5.1.1 In the event of employing a stand decorator other than that of the Organiser, the Exhibitor must notify the Organiser about the official Contractor 30 days before the commencement of the fair and detailed design drawings of Stand giving all dimensions, together with the name and address of the Exhibitor's Stand fitter must be submitted to the Organiser. The Exhibitor can only employ an official decorator who has previously entered into a contract on technical security with the Organiser. Failure to do so may result in refusal to build the exhibition stand.

5.1.2 Plans and detailed drawings for the exhibition stand have to be submitted to the Organiser for approval 30 days before the commencement of the fair together with any orders for installations, connections and the required equipment.

5.1.3 An Exhibitor must obtain a written permission from the Organiser for exhibition stands higher than 2.5 metres.

5.2 OCCUPATION OF STAND Unless otherwise set out in the General information for Exhibitors, the Exhibitor can stand fitting 5 days before the trade show opening and must clear the exhibition stand 5 days after the trade show closing otherwise the Organiser reserves the right to clear at the Exhibitor's expense the stand-fitting and exhibits.

(a) The Exhibitor shall not start with removal of Stand-fitting and Exhibits before the closing of the show. No Exhibit shall be allowed to be removed before the closing of the Exhibition.

(b) Delivery and installation of Exhibits and removal of Exhibits and Stand-fitting shall be undertaken from 8.00 to 19.00 hours, or in compliance with the Terms & Conditions.

(c) The above deadlines can be extended or shortened upon the mutual agreement between the Organiser and Exhibitor if deemed necessary.

5.3 STAND MAINTENANCE AND CLEANING The Exhibitor shall maintain his Exhibits and Stand in good repair and appearance to the satisfaction of the Organiser throughout the fair. The cleaning of the Stand is done at the Exhibitor's expense. The Exhibitor undertakes to provide a litter bin for waste disposal and a cloakroom on his Stand.

5.4 MAIN WATER CONNECTION Water in the water supply connection is industrial and needs to be boiled before it is consumed.

5.5 OBSTRUCTION The Exhibitor must undertake at all times not to obstruct, by his goods or in any other way, gangways or open spaces, and no sign or structure may be hung or projected over gangways or open spaces without the express written permission of the Organiser. The removal of obstructions or offending structures must be undertaken forthwith by the Exhibitor on notification by the Organiser and in default the necessary action will be taken at the Exhibitor's expense.

5.6 PROMOTIONAL ACTIVITIES ON THE STANDS 6.1 On signing the contract, the Exhibitor undertakes to notify the Organiser about any ongoing events on his Stand (musical performance, etc.) A detailed events programme must be submitted to the Organiser for approval. The Exhibitor will follow the Organiser's instructions either sent by mail or available online at www.cesjem.si.

5.6.2 The Organiser reserves the right to ban or limit any presentations that cause noise, dirt, dust, gas escape or impede the course of the show in any kind of way. Any presentations or events can take place only on the Exhibitor's Stand and cannot be carried out without the permission of the Organiser. Details of all arrangements must be submitted to the Organisers for approval before work is put in hand. Any ongoing activities taking place on the Stand which are subject to the Law on Copyright must be notified to the Performing Rights Society or other Authority and must comply with the valid legislation. The charges hereof will be payable to them.

5.6.3 The Organiser reserves the right to photograph, draw or record on film exhibition Stands and Exhibits for his own and general use. The Exhibitor waives all the claims issuing from the law on copyright. It is not allowed to photograph, draw or record the other Stands and Exhibits without the approval of the Organiser apart from the Exhibitor's own Stand.

5.7 PERMANENT EXHIBITOR TICKETS Each Exhibitor is entitled to a certain number of permanent tickets (cards) according to the size of rented exhibition space (m²). The tickets contain a bar code (for easy electronic reading) and a company name. The ticket must be shown to the staff on entering and exiting the Showground. Electronic ticket reading is compulsory for all types of permanent tickets otherwise re-entry on the same day will not be possible.

5.8 DISMANTLING Every Exhibitor must leave space occupied by him by the said time clear and in clean condition. In the event of Exhibitor failing to comply with this condition, a charge shall be paid by the Exhibitor forthwith. If the Exhibitor has failed to do such work, the Organiser may arrange for such work to be done and the said charges shall be applied thereafter.

5.9 WIFI DEVICES It is not allowed to set up wireless transmitting devices (WI-FI routers) to have personal access to the Internet during the trade show. In the event of non-observance of this regulation, the organizer reserves the right to confiscate the equipment until the completion of the event.

6 TASTING COUPONS

6.1 By participating in the sales stalls the provider is obliged to sell/offer their products in at least two different ways:

a) tasting of products by offering at least ONE (1) product offered to the visitors EXCLUSIVELY in exchange for at least ONE (1) tasting coupon. If the value of one tasting serving exceeds the value of one coupon, the provider may request more than one coupon. The tasting coupons can be acquired at special purchase points or INFO points near the points of sale. The value of one tasting coupon is €0.50 and €2.00.

b) offer of general sales of products. Sales of larger quantities and individual products shall not be carried out using tasting coupons, as it is in the domain of individual providers which issue the proper documents (receipt, pre-numbered receipt book etc.).

It is advisable that the provider offers larger quantities of individual products to visitors. For this purpose, the provider needs appropriate packaging (box, small package, pack, bag, bottle etc.).

The value of individual products that the provider sells to visitors outside the offer of tasting coupons must be marked in a visible spot at the point of sales (posted PRICE LIST).

6.2 At the information desk, visitors shall exchange their money for tasting coupons – exchange of money for different means of payment. The price of one tasting coupon is €0.50 and €2.00. Providers must issue a receipt for each serving exchanged for a tasting coupon. If the provider is a VAT-registered person, it must issue a receipt with VAT, at the correct tax rate for the given product. This means that the price of one coupon, i.e. €0.50 is VAT-included. Providers must add tasting items to their cash register and price lists (cookie – tasting, or cake – tasting). In the cash register the providers must add the option of payment with a tasting coupon (in this case not cash).

6.3 Cost reimbursement is carried out based on the number of tasting coupons that the provider delivers to Celje Fair Plc. no later than 8 days after the event or upon conclusion of the event, for which both parties sign a delivery note. For each returned tasting coupon, the organiser Celje Fair Plc. shall charge a commission of €0.10. The remaining sum can be compensated with stall rent (if the rental fee has not been paid yet) or shall be transferred to the IBAN that the provider indicated in the application form.

6.4 Even if the provider wants to sell its products through tasting coupons only, it needs a CERTIFIED CASH REGISTER or A PRE-NUMBERED RECEIPT BOOK.

7 CANCELLATION OR DEFAULT BY THE EXHIBITOR

7.1 In the event of an Exhibitor either wishing to cancel or withdraw his application for Space once it has been received and confirmed by the Organiser and if he fails to meet any of the contracted obligations detailed on the booking form, the Organiser reserves the right to apply the cancellation charges. An Exhibitor undertakes to pay:

(a) administrative costs in the amount of €300+VAT if he cancels the signed contract more than 60 days before the trade show opening;

(b) 50% for the services that have been ordered on cancelling the Contract less than 60 days and more than 45 days before the commencement of the fair;

(c) 100% for the services that have been ordered on cancelling the Contract in less than 45 days before the commencement of the fair

7.2 The Exhibitor must notify the Organiser about the cancellation by giving the Organiser a written no-tice. The date of the registered mail or the receipt of the written notice shall be deemed as the day of cancellation.

8 CONDUCT OF EXHIBITORS

8.1 All Exhibitors must comply with the requirements of the Celje Fair Management and/or other relevant Authority and all Exhibitors are deemed to have notice of such requirements and conditions and are bound thereby. Upon the submission of the application, the Organiser reserves the right to request from the Exhibitor:

(a) to have on view on the exhibition stand at all times the company registration and a permission of other relevant Authority for trading; to provide the Organiser with the necessary documentation such as company registration or a trading permission from the relevant authority at all times;

(b) other necessary documentation allowing the Exhibitor to engage in foodstuffs and other consumer goods sales, food and drink tasting or product promotion, or catering permission;

8.2 The Organiser reserves the right to deny the Exhibitor participation in the fair if he does not provide him with the necessary documentation. Exhibitors shall not make retail sales from Stands without written permission from the Organiser. Exhibitors and their representatives, agents, staff and contractors, must comply with the direction of the Organiser and the valid regulations, including all the necessary permits. 7.3 Exhibitors shall conduct themselves in a manner not objectionable to other Exhibitors, to visitors or to the Organiser. In the event of these terms not being observed, the Organiser shall be entitled forthwith to terminate the Exhibitor's license to occupy the Stand.

9 TRADE SHOW PROMOTION

On signing the entry form, the exhibitor agrees to let the organizer use his contact details for the purposes of trade show promotion the organizer prepares together with different media houses or companies. All personal data and data on legal persons will be treated in the strictest confidence and in compliance with the organizer's general acts on personal data protection and the Personal Data Protection Act (ZVOP-1). Legal basis for disclosure of name and surname of the contact person, telephone number and e-mail address of the natural person employed by exhibitor is regulated by Article 106 of the ZVOP-1 which sets out: "Personal data controllers can disclose and make publicly available or publish a personal name, title or function, work telephone number and work e-mail address of the superior and all employees whose work relates to dealing with customers or service users until a special law regulating these provisions has been enforced."

10 RISKS AND INSURANCE

10.1. The registration fee includes the exhibitor's liability insurance. This covers the damage suffered by third persons in accordance with Article 1 of Section 1 of Conditions PG-odg/12-1 (the conditions are available on the organizer's website). The insurance covers the damage due to claims arising from sudden and unexpected events (accidents) that are directly related to the showground activity of the Insured at the place of insurance.

Sum insured: 100,000 EUR. Deductible: 10 % of damage, minimum EUR 500, maximum EUR 2,000.

PLACE OF INSURANCE is the area of Celje Showground.

BEGINNING AND END OF INSURANCE GUARANTEE

Insurance cover shall begin two days before the beginning of the show (at 00.00 of that day) and end one day after the end of the show (at 24.00 of that day).

PREMIUM PAYMENT

The insurance premium, i.e. the registration fee must be paid before the beginning of the show or guarantee. In case the registration fee is not paid two days before the beginning of the show, the insurance company shall not assume the insurance guarantee.

10.2 Please note that the Organiser shall only be liable for the damage he may directly cause to the Exhibitor. The Organiser shall not be liable for any loss, theft or damage occasioned by fire, lightning strike, explosion, hail, storm, tempest, car crash or other vehicle or machine in motion, airplane fall, manifestation or demonstration, robbery, or by reasons of flood, water spill, leakage, stores ignition or breakage, or any other cause beyond his control.

10.3 Before the commencement of the Exhibition, the Exhibitor shall insure his Exhibits and equipment against the above risks at his expense. The Exhibitor has been notified about the insurance terms.

11 FIRE RISKS AND SAFETY

11.1 During the erection and removal of the Stand, as well as during the show, the Exhibitor and his Contractor shall in all cases comply with the Fire Safety Regulations, Safety at Work Regulations, and other technical requirements and general terms and conditions of exhibiting.

11.2 All materials used for building, decorating, draping or covering Stands or displaying exhibits must be non-flammable or made non-flammable by impregnation with fire proofing solution and bear a branding mark denoting that this has been done and in all ways comply with the requirements of all Authorities.

12 EXHIBITION STAND STAFF PRESENCE

The Exhibitor undertakes not to leave the stand unattended during the erection and removal and during the show. In the time of erection and removal and during the show the Exhibitor takes sole responsibility for the Exhibits and any equipment on the Stand.

13 PAYMENTS

13.1 All Exhibitor site fees (registration fee, catalogue listing and stand rental) must be paid in full and according to the price in this registration form. VAT is not included in the price. Upon receipt of signed registration form, the Organizer shall send the Exhibitor application confirmation followed by a Pro-forma Invoice which has to be settled in full in due date. Settling the Pro-forma Invoice is a prerequisite for attending the trade show. In the event of late payment, the organizer reserves the right to charge the per-taining late payment interest, or cancel Exhibitor's site and the Exhibitor will not be permitted to attend the event, but that does not relieve Exhibitor of liability for any unsettled accounts. Any other services provided by the Organiser shortly before the commencement of the event and during the event are due and payable immediately. If the Exhibitor has not completed full payment, the Organiser reserves the right to withhold the equipment or exhibits until the payment is settled. To secure the payment, Exhibitor shall present the Organizer with a negotiable payment instrument (guarantee, bill of exchange).

13.2 The Organiser shall issue invoices in compliance with the valid legislation. The Exhibitor can dispute an invoice within 8 (eight) days from the invoice date. If the Exhibitor wants to dispute only a part of the invoice, he must settle the amount in the part he agrees with in the due date indicated on the invoice.

14 COMPLAINTS

Any complaints about defects on the part of Exhibitor shall be notified to the Organiser upon their occurrence. Any complaints made later will be dismissed.

15. COMPENSATION FOR POTENTIAL DAMAGE

15.1. The Exhibitor shall compensate the injured party for any material and non-material damage caused during the fair, assembly and disassembly or other activities related to the Exhibitor's participation at the fair with its actions or omission of due acts to the Organiser, other exhibitors, visitors or third parties. The Exhibitor is entirely and directly responsible to the injured party for any damage caused by the Exhibitor's employees, contractors or other persons acting in the Exhibitor's name.

15.2. The Exhibitor shall compensate the Organiser for any damage suffered by the Organiser or the Organiser's responsible persons due to measures taken by inspection bodies, if the Exhibitor should offer or sell to underage or intoxicated persons alcoholic beverages or in other cases of inappropriate actions of the Exhibitor or the Exhibitor's employees and other persons acting in the name and on behalf of the Exhibitor.

16 CANCELLATION BY THE ORGANISER

In the event of breach of or non-observance by the Exhibitor of any of the terms or conditions of the Contract, the Organiser reserves the right to revoke his allotment of any Stand and to remove and exclude the Exhibitor, his agents and property, at his expense from the exhibition premises and to re-allocate the Stand, without prejudice to the right of the Organisers to recover any monies due under this contract or under any claim for damages by the Organisers. All the provisions of these Terms & Conditions also apply to the vendors and any other participants in the Fair. The Organiser reserves the right to cancel the organization of the Fair by giving the Exhibitors no less than 30 days written notice before the scheduled opening of the fair, and in the event of Force Majeure (VIS MAJOR).

17 INTERPRETATION AND ALTERATIONS

The Organiser reserves the right to alter, amend, or add to any of these terms and conditions for the better conduct of the Exhibition, and to waive any of these terms and conditions in particular cases. Any dispute or matters arising hereunder shall be subject to the exclusive jurisdiction of the District Court in Celje. The descriptive headings in these terms and conditions are for reference only and are not part of the contract.