

EXHIBITION CONDITIONS

1. General Provisions

A correctly completed and signed application form by the Exhibitor, confirmed in writing by Pomurski sejem d.o.o. (hereinafter referred to as the Organiser) constitutes acceptance of the offer and is irrevocable and legally binding.

The Exhibitor may only exhibit the registered items, therefore the information on the exhibition programme is a condition for participation in the event.

The prices applicable for the event are given on the application form. The prices do not include VAT, which will be charged in accordance with the provisions of the Value Added Tax Act (ZDDV-1) and will be paid by the Exhibitor. The Organiser reserves the right to adjust prices by applying the clause »effect of changed circumstances«, which could not have been foreseen at the date of formulating prices (Article 112 of the Obligations Code).

2. Allocation of exhibition space

The event is open to domestic and foreign exhibitors whose exhibits meet the criteria of the event's theme. Commercial representatives and importers may exhibit items from the companies they represent.

The minimum exhibition space that an Exhibitor may order is 9 m² of unfurnished indoor exhibition space or 10 m² of unfurnished outdoor exhibition space. The Organiser reserves the right to allocate up to 10% more or less exhibition space, relocate or close entrances and exits of halls and, if necessary it may make other changes to the exhibition space if this is in the interest of the event.

If for any reason the Organiser is unable to make available to the Exhibitor the already allocated exhibition space, the Exhibitor shall be entitled to a refund of the already paid exhibition space.

3. Cancellation of the application and contract

3.1 Cancellation of the application and contract by the exhibitor

In the event of cancellation of the application, the Exhibitor undertakes to pay:

1. the application and mandatory entry in the fair catalogue, if the application is cancelled 10 days after written confirmation by the Organizer,
2. 50% of the price of the ordered services, if the application is cancelled between 30 and 15 days before the start of the event,
3. 100% of the price of the ordered services, if the application is cancelled less than 15 days before the start of the event.

A cancellation must be made in writing by the Exhibitor. The date of receipt of the written cancellation shall be deemed to be the date of cancellation.

3.2 Cancellation of space allocation by the Organiser

The Organiser has the right to refuse an application or to cancel the written confirmation referred to in point 6 if:

1. the Exhibitor is in settlement, bankruptcy or liquidation proceedings at the time of application,
2. the Organiser has outstanding claims against the Exhibitor from previous events,
3. the items to be exhibited at the event do not correspond to the theme of the event.

3.3 Cancellation of the fair in case of force majeure

In the event of sudden cancellation of the event before its commencement due to force majeure, the Organiser shall provide registered Exhibitors with a reimbursement of the costs paid for the rental of the exhibition space according to the invoice, except for:

1. the cost of the fair registration fee and the cost of the mandatory entry in the catalogue, but will for the same value provide the Exhibitor with a presentation in the fair's online catalogue,
2. the Exhibitor's costs related to preparation for the fair,
3. the costs of setting up and equipping the exhibition space.

If cancellation due to force majeure occurs at a time when the event is already in progress, the Organiser shall provide the registered Exhibitors with a refund of a proportionate part of the exhibition space rental costs paid, apart for the exceptions mentioned in the preceding paragraph.

4. Payment of registration and ecological fee is mandatory for all exhibitors.

4.1 Registration

Each Exhibitor is obliged to pay an application fee and a catalogue entry fee, which may be in printed or digital form. The Exhibitor's entry in the catalogue supplement shall be considered as a mandatory entry in the catalogue.

The Exhibitor is obliged to provide information on the exhibition programme by the deadline for registration. In the case of delay (20 days before the event) or non-delivery of the text, only the basic information about the Exhibitor will be given in the catalogue supplement, but the Exhibitor is still obliged to pay the full amount, which includes the registration fee and the mandatory entry in the catalogue.

The Organiser reserves the right to shorten and adapt the content of the entry in the fair catalogue accordingly, but shall not be liable for any errors.

4.2 Ecological fee

The ecological fee includes the preparation of ecological islands for the disposal of waste material, the supply of garbage bags and the removal of bags from the exhibition premises during the duration of the fair.

Exhibitors who leave large amounts of waste material during or immediately after the end of the fair will be charged an additional fee for removal.

5. Payment

The Exhibitor undertakes to pay for the services ordered as specified in the application form. Upon receipt of the duly completed and signed application form, the Exhibitor will receive an invoice from the Organiser, which must be paid in full within the time limit specified.

After the service has been rendered, the Organiser shall issue an invoice to the Exhibitor, which the Exhibitor shall be obliged to pay within the specified payment period.

Invoices are sent electronically to the email address provided in the application form, which will be used as the basis for posting and payment and will replace printed invoices received by the ordinary postal service. Invoices sent electronically are not e-invoices, which are required in certain business cases and require a different procedure, and to which special attention should be drawn.

In the event of late payment, the Organiser shall charge the Exhibitor statutory default interest.

The Exhibitor can object to the invoice within 8 days of receipt. If the Exhibitor objects to only part of the invoice, he shall be obliged to settle the undisputed part of the invoice within the time limit and in the manner specified in the application and contract form or as indicated on the invoice.

6. Confirmation of application and contract

On the basis of the paid pro forma invoice, the Organiser will issue the Exhibitor with written confirmation of the allocated exhibition space and its location. The confirmation shall form an integral part of the application and contract.

7. Date and venue of the event

If the event has to be rescheduled, shortened, extended or relocated, the Exhibitor shall not be entitled to cancel their participation or claim damages.

8. Technical conditions

Exhibitors must submit to the Organizer drafts of the layout and equipment of their exhibition spaces and they must be approved by the Organizer before assembly begins.

When setting up the exhibition space, the Exhibitor may not encroach outside the allocated space.

If the Exhibitor intends to erect an exhibition space higher than the permitted 2.5 m, he must obtain written consent from the Organiser.

No propaganda messages may be displayed without the consent of the organiser.

The Exhibitor is obliged to remove barricades, obstructions or inappropriate structures immediately after being warned by the Organizer. Failure to do so shall be at the expense of the Exhibitor.

9. Permanent entry tickets for exhibitors

The Exhibitor for each application shall be entitled to two permanent exhibitor entry tickets, and for every 10 m² of indoor exhibition space or every 20 m² of outdoor exhibition space one permanent exhibitor entry ticket, but only up to a maximum of 10 permanent tickets in total.

In the event of misuse of the tickets, the Organiser reserves the right to withdraw the tickets.

10. Assembly, disassembly

The instructions and time limits for assembly and disassembly given in the Information for Exhibitors must be strictly observed. Once dismantling has been completed, the Exhibitor must restore the exhibition space to its original condition.

If the disassembly deadline is exceeded, the Organiser shall be entitled to clean up the exhibition space at the Exhibitor's expense and risk. Failing this, the Exhibitor is obliged to compensate the Organiser for any damage caused.

When setting up and equipping exhibition spaces during assembly and disassembly, the Exhibitor or contractor must take the following into account:

1. fire safety regulations,
2. other technical regulations and standards,
3. all applicable occupational health and safety regulations,
4. the general conditions of work on the exhibition ground which are published on the Organiser's website.

The Exhibitor may not remove the exhibition items (exhibits) from the exhibition space before the end of the event. The Exhibitor may leave the exhibition space early only with the written permission of the Organizer.

11. Guarantee and insurance

The Organiser shall not be liable for any damage to, loss of, or alienation of the Exhibitor's or its contractor's property (exhibits, equipment, and other) caused by theft, fire, accident or any other cause.

The Exhibitor shall insure the exhibits and other equipment on the exhibition space at their own expense.

The Exhibitor shall undertake to be present at their allocated exhibition space during the time of assembly and disassembly, as well as during the working hours of the fair, and assume responsibility for the equipment and exhibits on display.

The Exhibitor shall be liable for any damage or accident caused at the exhibition space by himself or his staff to the Organiser or a third party.

The Organiser accepts no liability whatsoever for vehicles left by exhibitors, their employees or agents or by their contractors parked in the exhibition grounds and car park.

The Exhibitor may not sublet the allocated exhibition space or advertising space or any part thereof to a third party.

In the event of a breach, the Organiser reserves the right to charge the Exhibitor an additional fee of 100% of the price of the allocated exhibition or advertising space.

12. Presentations

For all types of demonstrations to be carried out at the assigned exhibition space, the Exhibitor must have the written permission of the Organiser. Regardless of the already granted written permission, the Organiser is entitled to restrict or prohibit any demonstrations which cause noise, dirt, dust, gas leaks or in any other way interfere with the event. Demonstrations may only take place at the Exhibitor's allocated exhibition space unless otherwise agreed with the event Organiser.

13. Photography and drawing

The Organiser shall have the right to photograph, draw or videotape exhibition spaces and exhibits and to use the material for its own purposes or for general use. The Exhibitor waives all copyright objections. No photographs, drawings or video recordings may be made of the exhibition spaces without the Organiser's permission, with the exception of the Exhibitor's allocated exhibition space.

14. Lien

For all outstanding claims of the Organiser against the Exhibitor, the Organiser shall have a lien (reservation) on all goods (exhibits, equipment and other items) brought to the fairground by the Exhibitor.

The lien shall be placed in storage at the Exhibitor's expense and risk. If the Exhibitor fails to settle the outstanding claim within 30 days after the end of the event, the Organiser shall have the right to sell the retained goods and to settle the outstanding claim and other costs from the proceeds and to remit any difference to the exhibitor within 15 days of the date of sale.

15. Protection of personal data

By signing this application and contract, the Exhibitor acknowledges and accepts the conditions of the exhibition and allows that the organizer processes the data specified in the contract in accordance with the Personal Data Protection Act, namely in its collections, and uses them for the purposes of statistical processing, segmentation of participants, fulfilment of contractual and legal obligations, sending offers, advertising material, publications and invitations to events, telephone, written and electronic information and surveys and forwards information about the Exhibitor to the contractual partners of the Pomurski sejem. The data can be processed by the organizer for 10 years after the last participation in the fair or other event or until the written consent is revoked, unless the applicable legislation stipulates different deadlines. The Exhibitor's rights in relation to the provided personal data are described in the Legal Notice on the Organizer's website.

16. Final provisions

The Organiser and the Exhibitor shall settle any disputes amicably. Should no agreement be reached, the District Court in Gornja Radgona shall have jurisdiction to settle any dispute.