

General Terms and Conditions of Participation at the exhibition Flora Bratislava



Article I. DEFINITION OF TERMS

For the purposes of this Contract, the following terms shall have the following meaning:

"Commercial Code" is the Act No. 513/1991 Coll. Commercial Code, as amended by later regulations.

"Organizational instructions" are organizational instructions contained in the application and form an integral part of the contract; by signing the binding application the Participant expressed his will to respect the Organizational instruction.

"Organizer" or "KULLA SK, s.r.o." is the company KULLA SK, s.r.o., with its registered office at Trnavská cesta 110/B, 821 01 Bratislava, CIN: 31 321 003, registered in the Commercial Register of the District Court Bratislava I, section: Sro, Entry No. 2567/B.

"Terms" mean these General Terms and Conditions of Participation at the exhibition Flora Bratislava, issued by the company KULLA SK, s.r.o., which form an integral part of the Contract between the Participant and the Organizer; by signing the binding application the Participant expressed his will to be bound by these Terms.

"Participant", "participant", or "exhibitor" mean a natural or legal person identified in the introduction to the binding application, who by signing the application has demonstrated its will to participate at the exhibition FLORA BRATISLAVA as an exhibitor or promoter, and to comply with these Terms. The Exhibitor is a participant for the purposes of these Terms.

"Owner" is the company Incheba, a.s., with its registered office at Viedenská cesta 3-7, 851 01 Bratislava, CIN: 00 211 087.

"APPD" is the Act No. 122/2013 Coll. on protection of personal data and on amendments to certain acts, as amended by later legislation.

Article II. EXHIBITOR AND CO-EXHIBITOR, CONTRACTOR

EXHIBITOR is a natural or legal person that will send to the organizer's address the Binding application for participation and the organizer shall confirm its receipt by sending an invoice for registration fee, exhibition area and services. CO-EXHIBITOR is a natural or legal person operating in the exhibition exposition of the exhibitor, that is listed individually with the exhibitors. Contractor is a natural or legal person authorized to perform assembly and disassembly of expositions based on trade licence or entry into companies register.

Article III. BINDING APPLICATION FOR PARTICIPATION AND ALLOCATION OF EXHIBITION AREAS.

1. It is possible to apply for participation in exhibition event based on the completed and signed Binding application for participation and acceptance of the General Terms and Conditions of Participation .

2. Application sent to the organizer is binding for the exhibitor, even if the organizer can not meet all requirements of the exhibitor.

3. Organizer leases the exhibition space and reserves the right to make decision on acceptance, withdrawal, extension or refusal of Binding application for participation without stating a reason.

4. Exhibition area will be made available to the exhibitor for installation of exhibition exposition within the time period referred to in Organizational instructions. Handing over the exhibition space to the exhibitor is conditional upon payment of all invoices in due time and concluded liability damage insurance caused by their activities.

It is further conditional upon making a deposit for the leased area by the exhibitor the exhibition area of which is not realized by the organizer. The amount of the deposit is determined in Organizational instructions.

5. The exhibitor undertakes to take over the exhibition area before

the start of the exhibition event according to Organizational instructions. In case of failure to take over the exhibition area within the given deadline, the organizer reserves the exclusive right to dispose freely of the exhibition area not taken over. The exhibitor is not entitled to a refund of the payment or any other financial compensation.

6. The exhibitor undertakes to occupy only the exhibition area for which they paid. The organizer reserves the right to take decision on the location of the exhibition area. In case where the exhibitor is interested in expanding the area, they are required to ask the organizer in writing. The organizer reserves the exclusive right to make decision on allocation of exhibition area. Extending the exhibition area is only possible based on written consent of the organizer and in return for payment. The amount of payment shall be determined by the organizer.

Article IV. REGISTRATION FEE, LEASE OF EXHIBITION AREA AND SERVICES

1. The amount of rent for indoor and free exhibition area is always referred to in the Binding application form. Each started m² is counted as a whole. The smallest allocated indoor exhibition area is 6 m² and the free exhibition area 4m². Only organizer can grant an exemption.

2. The exhibitor may not rent the exhibition space to a third party.

3. Deadlines for ordering the services are provided in Organizational instructions. Organizer reserves the exclusive right not to accept the services ordered after the deadline.

4. The exhibitor undertakes to pay a fee also for the co-exhibitor.

5. Each exhibitor may join the competition for the most beautiful exposition.

6. Prizes will be handed over at the ceremonial awards.

Article V. PAYMENT TERMS AND CONDITIONS

1. Upon receipt of the application form from the exhibitor, the organizer shall send to the exhibitor an advance invoice for the registration fee, lease of exhibition space and ordered services in full. The exhibitor undertakes to pay the registration fee, the rent for the ordered exhibition area within due dates referred to in the invoice. The date of payment is the date of crediting of funds to the organizer's account. Failing this condition, the organizer reserves the right to withdraw from the contract.

2. The exhibitor undertakes to pay to the organizer all ordered services within due date which is stated in the invoice.

The registration fee includes the costs of general promotion and accompanying program of exhibition. The set fee shall be invoiced and paid in full. The price for lease of exhibition space is provided per square meter. Exhibitor by signing this Binding application accepts the price and payment terms and conditions agreed with the organizer. If the exhibitor failed to pay an invoice within due date, the organizer reserves the right to charge the exhibitor 0.05 % of the invoiced amount for each day of delay .

3. The exhibitor shall apply a claim relating to payment of invoices to the organizer with the organizer in writing within 14 days after receipt of the invoice. After expiry of this time period the claim shall not be recognized.

4. If the exhibitor failed to fulfil all its obligations towards the organizer, the organizer reserves the right to retain and store the exposition and exhibits at the expenses and risk of the exhibitor. Unless the exhibitor has fulfilled its obligations after expiry of 30 days period the organizer reserves the right to sell publicly or privately or use at its discretion the exposition and exhibits. The organizer reserves the right to charge the difference between the proceeds of the sale and its claims plus the costs of storage and sale.

5. If the exhibitor cancels its participation in the exhibition event,

they undertakes to pay the cancellation fee to the organizer, which is determined as follows :

• cancelling of participation until 28. 2. 2018 , the cancellation fee is the sum of 50 % of the rent for the exhibition area originally ordered by the exhibitors, the full amount of the ordered services (including VAT) and the full registration fee .

• cancelling of participation after 1. 3. 2018, the cancellation fee is the sum of 100 % of the rent for the exhibition area originally ordered by the exhibitors, the full amount of the ordered services (including VAT) and the full registration fee .

The day of cancellation is the day on which the organizer receives a written notice from the exhibitor that his participation is cancelled.

6. The exhibitor undertakes to notify the organizer in writing of cancellation of participation, which must be provably delivered to the organizer. If the exhibitor does not cancel the participation in this way it is required to pay the organizer in addition to a cancellation fee also any damage caused by its absence.

7. The exhibitor undertakes to pay the cancellation fee even if they did not pay the rental for exhibition space and registration fee.

8. In case that before or during the exhibition event there is announced a bankruptcy as for the exhibitor and the exhibitor calls for an arrangement with the creditors, or enters into liquidation, the organizer reserves the exclusive right to withdraw from contract and organizer is entitled to the payments of the exhibitor.

9. In the event that the exhibition event does not take place, all applications and already allocated exhibition areas will be considered to be cancelled and exhibitors will be refunded for any fees already paid after deducting the costs associated with ensuring the exhibition event so far. These costs may be partially or completely divided between the exhibitors up to a maximum of 15 % of the initial rental of exhibition space. This refund will be made within 90 days after the date on which the exhibition event was cancelled.

Article VI. EXHIBITS

1. The exhibitor is free to exhibit and show exhibits in accordance with the goods nomenclature of the exhibition within its area, corresponding to Slovak technical safety regulations. The exhibitor undertakes that the commodity structure of all its goods and services (the given applies also to its possible co-exhibitors) at the exhibition FLORA BRATISLAVA will be related to flowers, plants , garden, garden machinery and garden furniture, as well as to the plants, flowers and garden related to the goods and services.

The organizer takes decision on exemptions namely on the basis of a written request sent at least 30 days before the start of the lease.

2. The maximum weight of the exhibits is 300 kg/m². The weight exceeding this level requires a written consent of the organizer.

3. Exhibitor/Contractor undertakes to carry out the installation and dismantling of exhibits in accordance with Organizational instructions.

4. Taking over the exhibition area, the exhibition exposition and exhibits is performed always by the exhibitor or its authorized representative. If the exhibitor or its authorized representative is not present, the exhibit will be put on the place determined by the organizer at the risk and expenses of the exhibitor.

5. Exhibitor / Contractor undertakes to remove the exhibits within the deadline for dismantling. If the exhibits after expiry of deadline for dismantling are located in the exhibition area of the organizer, they will be removed and stored at the risk and expenses of the exhibitor /contractor. The organizer will hand over an exhibit to the exhibitor /contractor after the payment the costs for handling and storage services.

6. The organizer is not liable to the exhibitor, co-exhibitors and contractors for any loss, destruction or other damage

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ORGANIZATION OF THE EXHIBITION

KULLA SK, s.r.o., Address: Trnavská cesta 110/B,
821 01 Bratislava, Slovakia
email: flora@kulla.eu, web: www.kulla.eu

Identification nr.: 31321003, Tax nr.: 2020902785, VAT nr.: SK2020902785
Tatra Banka, a.s., IBAN: SK521100000002940001862 / TATRSKBX
Telephone number: +421 2 3301 4401

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to the exhibits regardless of whether the destruction or other damage occurred before, during, or after the exhibition event.

Article VII. ASSEMBLY AND DISMANTLING THE EXHIBITION EXPOSITIONS

1. The exhibitor undertakes to familiarize the Contractor with General terms and conditions of participation, Organizational instructions and Technical and safety regulations of the organizer, which are an integral part of the General terms and conditions of the participation and undertakes to ensure their compliance.
2. The organizer determines the dates of assembly and disassembly and reserves the exclusive right to whom and under which conditions will or will not be allowed the entry into the exhibition area for the purpose of assembly and disassembly.
3. The organizer reserves the exclusive right to derogate from the dates set for assembly and disassembly. An exception is possible only with a written consent of the organizer and on the basis of the payment of set in the Organizational instructions. The time period for assembly is not possible to extend on the last day of the assembly period.
4. The exhibitor / contractor undertakes that architectural design of exhibition exposition must not interfere with or restrict its surroundings and not to exceed a floor plan of rented exhibition area or the ceiling structure of the exhibition exposition.
5. Exhibitor / Contractor undertakes to carry out the assembly and disassembly of exhibition expositions only in the leased exhibition area.
6. Exhibitor / Contractor undertakes to carry out the production works in the specified locations and in return for payment to be determined by the organizer. Implementation of production works (e.g. sawing, milling, carpentry adjustments of largeformats, welding, etc.) in the leased exhibition area is prohibited.
7. Exhibitor / Contractor undertakes not to contaminate the surroundings of exhibition exposition during implementation of the exhibition exposition.
8. Exhibitor / Contractor undertakes to bring the assembling material via specified gate of the exhibition hall. If requested by the exhibitor / contractor the gate near the exhibition area can be opened.
9. Any interferences with fixed structures of exhibition halls and areas are prohibited. Exhibitor/Contractor undertakes to comply with this ban.
10. Exhibitor / Contractor shall order the suspension points exclusively with the organizer.
11. Exhibitor / Contractor undertakes in case of its own assembly / disassembly to take away material and exhibition exposition without remainder.
12. The maximum height of the exhibition exposition in the exhibition halls, including the rim, is 3 m.
13. The maximum height of the exhibition exposition in the free exhibition areas is 8 m. External structures exceeding the height of 3 m are permitted to implement only after submission of the static opinion taking into account also the gusty wind.

Article VIII. SOME PRECAUTIONS.

1. Exhibitor / Contractor undertakes to use the ordered electricity, water and other technical media exclusively for their own needs and within a defined area.
2. Exhibitor / Contractor undertakes not to enter the exhibition halls using motor vehicles, trailers and other wheeled mechanisms. The organizer has right to make decision on any exception. In case of exhibiting the motor vehicles they must have in the exhibition exposition the tank without fuels and battery disconnected.

3. Exhibitor / Contractor undertakes after the end of the exhibition event to put the leased exhibition area and exhibition exposition into original condition and return the ordered equipment of exhibition exposition in original condition to the organizer.
4. Exhibitor / Contractor is required before departure from the exhibition exposition to check and switch off all electrical appliances from electrical current.
5. Exhibitor / Contractor is required to allow daily access of organizer's staff and fire patrol even after office hours to the premises of exhibition exposition for the purpose of inspection.

Article IX. PROMOTION, ADVERTISING, SIGNS, CATALOGUES, OTHER FORMS OF PROMOTION

1. The exhibitor may promote their products exclusively only in the leased exhibition area.
2. All forms of advertising and promotion in the lease exhibition area, which cause noise, dust, fumes, vibrations endangering the safety of visitors and exhibitors or disturb the fair operation are prohibited.
3. Exhibitor undertakes not to exceed the noise level 60 db.
4. If you are using recorded music in exhibition exposition the exhibitor assumes fully liabilities resulting from the copyright law, and the responsibility for payment of author's royalties in relation to legal persons engaged in collective management under the Copyright Act.
5. The Exhibitor undertakes to place posters, advertising signs, billboards, posters, banners, or other promotional items only in the places specified by the organizer, and in return for payment.
6. For the exhibition events, to which a catalogue of exhibitors is issued, the exhibitor undertakes to deliver free of charge the required data to the catalogue. The organizer shall not be liable for incorrect data supplied by the exhibitor. The exhibitor shall provide the data for the catalogue to the organizer, or the entity that is authorized by the organizer on the prescribed form. Organizer does not guarantee the publication of data that are delivered after the deadline.

Article X. RULES APPLICABLE DURING THE EXHIBITION EVENT

1. The organizer reserves the right to change the dates and opening hours of exhibition event without the exhibitor is able to claim any compensation .
2. The organizer reserves the right to set the conditions who will or will not be allowed an access to the exhibition event.
3. To the extent required in order the exhibitor will receive for himself and for their staff the cards that will enable them free entry to the exhibition complex and exhibition exposition during the set time. Exhibitor's card is valid only for one person and is not transferable. Any identified abuse shall be considered a breach of the General Terms and Conditions of Participation and the exhibitor is obliged to pay the organizer the contractual penalty in the amount of € 500. The number of exhibitor cards issued free of charge depends on the size of leased area. In the event that the exhibitor has leased several areas, the exhibitor cards are allocated for each area separately .
4. Exhibitor / Contractor shall be liable for the actions of its personnel (for compliance with occupational health and safety regulations, General Terms and Conditions of Participation and organizer's instructions) before, during and after the exhibition event.
5. The exhibitor is entitled to refuse the certain persons the access to the exhibition exposition. Organizer will always be allowed to enter the exhibition exposition of the exhibitor.

6. The exhibitor is obliged to allow daily access of the organizer's staff and the fire patrol even after office hours to the premises of exhibition exposition for the purpose of inspection.
7. Assembly works during the exhibition event are prohibited.
8. Exhibitor / Contractor is required before departure from the exhibition exposition to check and switch off all electrical appliances from electric current.

Article XI. CLEANING

1. Organizer provides cleaning, cleaning of common areas in exhibition complex. Exhibitor orders cleaning services of exhibition exposition during the exhibition event exclusively with the organizer.

Article XII. GUARD

1. Organizer will provide during the assembly, disassembly and during the exhibition event the general surveillance over the exhibition premises. General surveillance provided by the organizer does not preclude the possibility of damage.

Article XIII. INSURANCE LOSS

1. Organizer is not liable to the exhibitor, co-exhibitors and contractor for the loss, destruction, or any damage to any exhibition expositions, exhibits, facilities and equipment, packaging and packing material and personal effects regardless of whether the destruction or other damage occurred before, during or after the exhibition event.
2. Exhibitor who did not order the exhibition exposition with the organizer, is obliged upon registration to demonstrate that it has for the whole period assembly, during the exhibition event and its dismantling the concluded valid liability insurance for damage caused by their own activities. Organizer requires the exhibitor / contractor, to conclude at their own expenses a liability insurance for damage caused by their activities to the extent according to the following table:
 - exhibitors carrying out the exposition at their own expenses 15.000,- EUR
 - implementation of exhibition exposition up to 30 m² 30.000,- EUR
 - implementation of exhibition exposition up to 50 m² 60.000,- EUR
 - implementation of exhibition exposition up to 100 m² 90.000,- EUR
 - implementation of exhibition exposition exceeding 100 m² 120.000,- EURIf the exhibitor / contractor failed to make an applicable insurance policy, the organizer is entitled to prohibit him to enter the exhibition complex until making a remedy.
3. The Organizer shall be liable to the Participant only for actually incurred loss and only to the amount of 3 times the registration fee. The Organizer is neither liable for lost profit, nor for non-pecuniary loss (such as damage to reputation, good name, compensation for the loss of social position or injury compensation).
4. The Participant bears full liability toward third parties for damage or non-pecuniary loss on rented spaces (incl. liability for compensation for the loss of social position or injury compensation), which would have occurred at the premises/spaces rented by the Participant. Provisions of the previous sentence apply even if the insured event occurs outside the spaces rented by the Participant, but in relation to the activity of the Participant (e.g. the Participant places their goods, benches, advertising, exhibition in non-rented spaces in conflict with these Terms).
5. The Organizer shall not be liable for the fact that the exhibition FLORA BRATISLAVA, to which the application relates, doesn't take place.

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Article XIV. OTHER PROVISIONS

1. The Participant is not authorised to assign any of his claims against the Organizer to a third party without the prior written consent of the Organizer.

2. The Participant is entitled to use (e.g. to place the exhibition, goods, advertising, market stalls, benches, chairs, etc.) exclusively in the rented space/rented premises. The extent of rented space is mainly specified in the application, the Organizer is entitled (but not required) to indicate the specific space graphically within the premises, which the Participant is authorized to use. This marked space is mandatory for the Participant and must not be exceeded (in particular by placing exhibition, goods, benches, tables, etc. outside the marked space).

3. The Participant shall be obliged to comply with the provisions of Health and Safety at work and regulations on fire protection. The Participant is responsible for the organization and ensuring of fire protection and Health and Safety at work. The Participant shall be obliged to inform the Organizer and the Owner of the risks arising from its activities and is obliged to ensure that its activities and the work of employees were organised and carried out so as to protect the third parties, including the exhibition visitors, at the same time. The Participant shall be obliged to meet the obligations included in the organizational directive to ensure fire protection in the facility. The Participant shall be obliged to comply with the general conditions for entry into the premises of Incheba, issued by the Owner. The Participant shall be obliged to acquaint themselves with the fire protection of object and comply with the instructions contained therein, as well as the requirements of the Organizer and the Owner in the field of fire protection. The Participant shall be obliged to ensure that the rented space was marked by appropriate safety and warning signs. The Participant shall be obliged to comply with the Act No. 124/2006 Coll. on Occupational Safety and Health Protection at Work, as amended, as well as the Government Regulation No. 387/2006 Coll. on Occupational Safety and Health Protection at Work in the rented space and all the obligations arising therefrom. The Participant shall be obliged to acquaint themselves with the distribution of material means of fire protection, with the instructions for its use, and not to damage or remove them incl. the reference marks and tables. The Participant shall be obliged to constantly maintain the marked emergency routes and exits free. The Participant is obliged to respect all of the obligations referred to in this point, in particular in the rented space, but also in other places of Incheba premises, where he will be located or will have displayed their goods or equipment (tables, chairs, etc.), whether justly or unjustly. The Participant is solely responsible for rented space, operation therein and compliance with the aforementioned obligations in the field of protection of the safety and health at work and fire protection.

4. The Participant shall be obliged at his own costs and risk to ensure that the obligations referred to in point 3 of this Article are complied with by all their employees, external staff, sellers, temporary workers, partners, carriers and other natural or legal persons, who will be at the Incheba premises with his consent or knowledge, whether during exhibition, or during installation and exhibition removal. In the event of a breach of obligations referred to in point 3 by third parties referred to in the previous sentence, the Participant shall be liable for any damage and non-material injury to the Organizer and third parties as if the damage/non-material injury was caused by the Participant himself.

5. The Participant shall be obliged to comply with the Organizational instructions and to ensure, at his own costs and risk that also all his employees, external staff, sellers, temporary workers, partners, carriers and other natural or legal

persons, who will be at the Incheba premises with his consent or knowledge, whether during exhibition, or during installation and exhibition removal, acquaint themselves with the Organizational instructions and comply therewith; this applies mutatis mutandis also to the obligations arising from the Terms, which may also be applied to third parties (e.g. co-exhibitors, contractors, etc.) In the event of a breach of obligations stated in the Organizational instructions or the Terms on the part of third parties stated in the previous sentence, the Participant shall be liable for any damage and non-material injury to the Organizer and third parties as if the damage/non-material injury was caused by the Participant himself.

6. The Participant shall always and without any delay be obliged to adhere to the instructions of the Organizer or Owner, which are of organizational and technical nature, and/or relate to the protection of health, safety and fire protection. The Participant is required to ensure at his own costs and risk that such instructions are complied with to the same extent also by his employees and all third parties, who will be at the Incheba premises with his consent or knowledge, otherwise he will be liable for the damage/-non-material injury as if it was caused by him.

7. The Organizer is entitled to withdraw from this Contract at any time without any penalty or to terminate it by giving written notification to the Participant. In such a case, the Parties shall return all performances provided in connection with this Agreement.

Article XV. PERSONAL DATA PROTECTION

1. The Participant gives his consent to the Organizer with collection and processing of personal data relating to the Participant to the extent referred to in the binding application signed by the Participant.

2. The Participant gives his consent to the Organizer with processing of personal data relating to the persons also for the following purposes: conclusion of contract, including its amendment or termination, invoicing, reception and registration of Participant's payments, record-keeping of outstanding monetary or non-monetary liabilities and other claims of the Organizer to the Participant, court and out-of-court enforcement of monetary and non-monetary claims against the Participant, assignment of claims for Participants to the third persons, statistical purposes, marketing purposes, and performance of further actions and obligations arising from the applicable law of the Slovak Republic.

3. The Organizer will process the personal data in electronic or written form, in particular for the duration of exhibitions, or also for at least 4 years from the date of completion of exhibitions, full settlement or meeting of all rights and obligations of the Parties, expiry of all limitation periods under the Commercial Code or Civil Code, or expiry of the periods for the compulsory storage of personal and other data on the basis of applicable law, whichever of the stated situation occurs as the last. After the end of processing of the personal data, the Organizer shall destruct them.

4. By signing the binding application, the Participant confirms that he was notified within the meaning of § 15 par. 1 APPD by the Organizer before signing the application on what personal data are acquired and processed, for what purpose, how long will the data be processed and for what legal reason (on the basis of a written consent by the Participant granted by signing the binding application). The Participant agrees that within the meaning of § 15 par. 6 APPD his personal data may be obtained by copying, scanning or other recording on information carrier.

5. The Participant agrees that the Organizer is entitled to provide his personal data, as well as all the data related to legal relations

established by this Contract to a third party, to which the Organizer shall assign any claims against the Participant. The Participant is entitled to revoke his consent with processing of personal data at any time by giving written notice to the Organizer; in this case, however, the Organizer is entitled not to allow the Participant to stay, or to take part in the exhibition FLORA BRATISLAVA; this will not affect the obligation of the Participant to pay monetary and other liabilities arising from this Contract to the Organizer.

Article XVI. FINAL PROVISIONS

1. In the event that the organizer due to unforeseen circumstances ("force major") can not realize the exhibition event or to ensure its holding for the whole duration, it shall notify the exhibitors of this fact. All liabilities incurred to the organizer from the concluded contract hereby cease to exist. Exhibitor hereby has no right to any compensation.

2. There is a ban to smoke or handle open fire in the exhibition complex. Smoking is allowed only in designated areas. Exhibitor/organizer assumes the full responsibility for compliance with this ban.

3. Exhibitor / Contractor is fully responsible for compliance with General Terms and Conditions of Participation, Organizational Instructions and Technical Safety Regulations of the organizer.

4. In the event of a breach of the General Terms and Conditions of Participation, Organizational Instructions and Technical and Safety Regulations, the organizer may exclude the exhibitor / contractor from participating in the exhibition event, while it is not entitled to refunding the payments.

5. In cases that are not regulated in these conditions, the exhibitor shall submit to the organizer's instructions.

6. Relations and disputes between the exhibitor and the organizer are governed by the Slovak legal order and pursuant to the provisions of the Commercial Code No. 513/1991 Coll. as amended.

7. The organizer may assign its rights and obligations arising from contractual relation to a third party without the consent of the other party.

8. Other Party expressly agrees to this what it confirms by its signature in the Binding Application for Participation.

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