

GENERAL TERMS AND CONDITIONS

I Event

RAIL BUSINESS DAYS.
(hereinafter the 'Event')

II Organiser

VIA PRO MOTION s.r.o., ID No.: 03542491, registered office: Klatovská třída 1460/83, Jižní Předměstí, 301 00 Pilsen, Czech Republic, registered in the Commercial Register: C 39515 maintained by the Regional Court in Pilsen (hereinafter the 'Organiser')

III Exhibitor

Legal and natural persons whose participation in the Event has been confirmed by the Organiser (by confirming the Binding Application) (hereinafter the 'Exhibitor').

IV Event registration and space allocation

IV.1 Registration for the Event must be done through the form 'BINDING APPLICATION TO PARTICIPATE' (hereinafter the 'Binding Application'). This form must be filled in truthfully and must include a legally binding signature. Submission of the form constitutes an irrevocable offer to conclude a contract with the Organiser. The Organiser chooses whether to accept or reject the Binding Application, or to reduce the order of the space unilaterally, and he is not obliged to justify his decision.

With his acceptance of the Binding Application for participation, the Organiser also sends an invoice for the complete participation including the relevant VAT (hereinafter the 'Invoice').

IV.2 Upon receipt of payment of the Invoice, the Organiser shall send an 'EXHIBITION LOCATION CONFIRMATION', which assigns the ordered space and the stall number to the Exhibitor.

IV.3 The Organiser may decide to change the location of the exhibition without the Exhibitor's consent, but he shall immediately notify the Exhibitor of this fact. In this case, the Exhibitor shall not be entitled to claim compensation for any damage/harm caused by the change of location of the exhibition.

IV.4 The allocated space may not be sublet by the Exhibitor to any third party.

IV.5 In the event of non-payment of the Invoice, or any advance payment/partial payment, by the due date, the Exhibitor's default shall constitute a material breach of his contractual obligation, and the Organiser shall be entitled to withdraw from the contract and to prevent the Exhibitor from entering the premises. In this case, the Organiser is entitled to demand payment of a contractual penalty in the amount corresponding to the amount charged to the Exhibitor in the Invoice.

V Exhibition space, exhibits and registration fee

V.1 The offer of the presentation option is included in the Binding Application for exhibition space and stall construction at the Event. The price is based on the respective form of participation for the period of preparation, the Event itself and disposal. It includes the following: exhibition space, basic lighting, heating, fire protection, cleaning in the Event area (outside the stall area), general night security of the exhibition area, operation of changing rooms, toilets, production and promotion of the Event.

V.2 The Exhibitor may only present approved exhibits. Exhibits may be replaced by other items, provided that the Exhibitor notifies the Organiser of this in advance in writing. The substitution may only take place one hour before the official opening time of the day, or one hour after the official closing time of the Event. The Organiser shall be entitled to request that exhibits be removed if the Exhibitor has not received permission from the Organiser, or if they are subsequently found to cause disruption or danger or are incompatible with the nature of the Event. In the event of non-compliance with these conditions, the Organiser shall be entitled to remove the exhibit at the Exhibitor's expense.

V.3 The registration fee for participants is non-refundable. The amount of the registration fee is specified in the Binding Application.

VI Payment and penalty conditions

VI.1 The Exhibitor undertakes to pay the Organiser for all services provided by the due date indicated on the Invoice. If the Exhibitor fails to pay the invoiced amount by the due date indicated on the Invoice, the Contracting Parties agree on a default interest of 0.5% of the amount not paid on time per day of delay. This agreement is without prejudice to the Organiser's right to withdraw from the contract pursuant to Article IV.5 of these Terms and Conditions.

VI.2 If the Exhibitor cancels his participation in the Organiser's Event, the amount paid for the complete participation (or a proportionate part thereof) shall be refunded to the Exhibitor if the written cancellation of the booked space or part thereof is received by the Organiser at least **3 months** before the Event. The paid registration fee shall always be forfeited in full.

VI.3 Cancellation (in writing) of the booked space or part thereof by the Exhibitor less than 3 months before the Event shall be a breach of the Exhibitor's obligations to properly participate in the Event, and the Exhibitor shall be obliged to pay the Organizer a contractual penalty in the following amount:

a/ 50% of the rental for the ordered space less than 3 months before the Event,

b/ the full amount of the original rent less than 1 month prior to the Event.

In both cases, the registration fee paid will be forfeited in full.

VI.4 If the Event is postponed for a maximum of 12 (twelve) months to a later date due to force majeure, the already paid benefits shall not be refunded and shall be used to ensure the participation of the Client in the Event on the alternative date.

In the event of an express cancellation of the Event by the Organiser (i.e., notification of the Event not taking place without an alternative date), the Exhibitor shall be entitled to the amount of the costs demonstrably incurred, at least 90% of the benefits paid.

In the event of an express cancellation of the Event by the Organiser (i.e., notification of the Event not taking place without an alternative date), the Organiser shall send the Exhibitor an invoice together with the relevant tax document within 14 (fourteen) days of the notification of the cancellation, with the relevant overpayment or underpayment due within 30 (thirty) days of the date of dispatch of the tax document and invoice.

Force Majeure shall mean such events (obstacles) that prevent either Contracting Party from properly/timely performing their obligations under this Agreement, and which have occurred independently of their will, if the obligated Contracting Party could not reasonably have foreseen/expected to foresee and avert such event (obstacle) (e.g. new governmental measures directed against the COVID-19 epidemic). Force majeure shall not include circumstances that only arise when the obliged Contracting Party was already in default of his obligations (or when it was already clear that he would be in default), or that arose from his economic circumstances or through his fault. The Contracting Party invoking Force Majeure in performance shall notify the other Contracting Party of the occurrence of the Force Majeure without undue delay, and shall take all possible measures to remove the obstacles caused by the Force Majeure as soon as possible so that this Agreement may be duly performed.

VII Assembly and disassembly, opening hours

VII.1 In general, booth construction and delivery of displayed materials may begin three (3) calendar days prior to the Event. During assembly and disassembly, all indoor and outdoor activities may be carried out between the hours of 8 a.m. and 8 p.m. On the day of the handover of the exhibitions (i.e. one calendar day before the official opening of the Event), noisy, dusty and other disruptive work may only be carried out until 2 p.m.

VII.2 Opening hours during the Event will always be one hour before the official opening of the Event for the Exhibitor. Exhibitors who, in special cases, may have valid reasons for working outside the designated opening hours of the Event, shall request special written permission from the Organiser, the decision on this request being the sole responsibility of the Organiser.

VII.3 Exhibitors who, in special cases, have valid reasons for working outside the designated assembly intervals must request permission for 'Early Assembly' in writing. This is charged at a flat rate of CZK 7,000 excluding VAT per day of assembly.

VIII Implementation, operation and disposal of exhibition stalls

VIII.1 The Exhibitor has the right to order the stall construction and other services related to the stall equipment from any implementation company.

VIII.2 The Exhibitor, or his appointed contractor, is obliged to submit an application for approval of the stall to the following email address: andrea@viapromotion.cz by Thursday 8/5/2025.

Simple ground-floor type exhibitions up to 30 m² and not exceeding 3.5 m in height at their highest point are not subject to the obligation to submit a project. In other cases, it is necessary to submit a project of the exhibitions, which will include: dimensions and height dimensions, axonometry, description of the construction, contacts details of the designer and the construction company, including the type of material used for the construction. If requested, the Exhibitor is obliged to submit a structural report. The Exhibitor must provide proof of the approved documentation upon acceptance of the marked-out exhibition space.

VIII.3 The maximum structural height of exhibitions without suspended structures is 4 m (not applicable to exhibits). Unless a reduced height is indicated in the documents of the allocated space – grid. Exceptions are permitted exclusively by the Organiser. The maximum possible height of the exhibition in individual parts of the pavilion is determined by its construction.

VIII.4 The Exhibitor may order electricity supply exclusively from the Organiser by 30/4/2024. If the Exhibitor requires power supply during the assembly and dismantling period, this service must be ordered from the Organiser.

VIII.5 The Exhibitor is responsible for the exhibition space and all facilities rented by the Organiser, and is obliged to hand them over intact after the Event. If the Exhibitor damages or pollutes the exhibition space, exhibition premises or equipment rented by the Organiser, the Exhibitor shall be obliged to reimburse the Organiser in full for the damage caused.

VIII.6 The Exhibitor undertakes to observe the arrival and departure times to/from the exhibition space as established by the Organiser. Participants are obliged to wear their entry badges visibly at all times during the Event. The Exhibitor is obliged to ensure the continuous occupancy of the stall during the opening hours of the Event. Failure to comply with this provision is a material breach of the General Terms and Conditions of the Event.

VIII.7 Smoking and handling of open flames is prohibited in the exhibition hall.

VIII.8 The obligations set forth by generally binding legal regulations and the Organizer's instructions must be strictly observed throughout the Event.

IX Presentation

IX.1 In order to include complete information about the Exhibitor in the catalogue, it is essential that the Exhibitor meets the established deadline.

IX.2 The Exhibitor is only entitled to promote his products in its own stall. Placing company banners, distributing leaflets, posting promotional and informational materials outside the stalls, on windows, walls, floors or columns of the pavilions is not allowed. The Organiser is entitled to prohibit all advertising that does not comply with the above paragraphs, or to remove it at the Exhibitor's expense.

The Exhibitor must not disturb or restrict the surrounding exhibitions with his presentation. Outside the exhibition stalls, posters, advertising signs and other promotional means may only be placed and distributed in places designated by the Organiser for a special fee. The Organiser may prohibit or restrict presentations if they cause noise, dust, fumes or shocks and interfere with the operation of the Event. Any fees incurred when music is performed at the stalls or other presentations at the fair shall be borne directly by the Exhibitors. A noise level of 70 dB pursuant to Government Regulation No. 272/2011 Coll., on the protection of health against the adverse effects of noise and vibration, as amended, must not be exceeded in the area surrounding the stall. The Exhibitor is also obliged to seek the approval of the relevant collective copyright administrator (OSA, INTERGRAM) pursuant to Act No. 121/2000 Coll., the Copyright Act, as amended, for musical production at the stall.

IX.3 Pursuant to Act No. 480/2004 Coll., on the regulation of advertising, the Exhibitor agrees to send offers related to his participation in the fair.

IX.4 Pursuant to Act No. 121/2000 Coll., the Copyright Act, the Exhibitor grants the Organiser his consent to the making of audio and visual recordings and his publication in connection with the Organiser's presentation of the events in which the Exhibitor has participated, without the Exhibitor being entitled to remuneration.

IX.5 The Organiser shall be entitled to use text, images and materials sent by the Exhibitor for the purposes of the presentation of the Organiser/Event in which the Exhibitor participated.

IX.6 Pursuant to Act No. 110/2019 Coll., on the protection of personal data, the Organiser, as a data processor, is entitled to process and store personal data obtained from the Exhibitor for the purpose of proper organisation of the Event in which the Exhibitor is participating, to which the Exhibitor grants his consent.

X Losses and insurance

X.1 The Organiser shall not be liable for loss, destruction or damage to exhibits, stall equipment and facilities, goods, packaging and packing material, regardless of whether the destruction or other damage occurred before, during or after the Event. The Organiser provides general night security of the exhibition area. In the event of theft of the above-mentioned items, the Exhibitor shall be obliged to report this fact to the Police of the Czech Republic; compensation for damage/harm is possible only through the insurance company. For this purpose, the Exhibitor shall take out insurance for his exhibits, stall equipment, exhibited goods and materials.

X.2 The Exhibitor can order individual security for his stall from the Organiser.

XI Final provisions

XI.1 In the event that the Organiser is unable to commence the Event, or to ensure its holding in whole or in part due to Force Majeure circumstances beyond his control, he shall notify the Exhibitor of this without delay. All obligations arising from the Exhibitor's participation contract shall cease to apply at the time of this notification; however, the Organiser may still bill the Exhibitor for the work carried out under his instructions to cover expenses already incurred (or retain payments/advances made in respect thereof).

XI.2 If the Organiser is obliged to curtail or cancel an already started Event due to Force Majeure, Exhibitors shall not be entitled to claim refunds/reimbursement of damages/harm.

XI.3 If the Organiser is unable to carry out the Event or ensure its proper conduct at the venue – Trojhalí Karolina Ostrava – due to circumstances beyond his control, he shall be entitled to move the Event to another venue (a corresponding presentation area in the Czech Republic, which will correspond to the importance and scope of the Event), which the Organiser shall designate. The Organiser shall immediately inform the Exhibitor of this fact, informing him of the new location and the location of the Exhibitor's stall within the new venue. The change of the venue shall not affect the Exhibitor's obligation to fulfil the obligations arising from the concluded contract for participation in the Event.

XI.4 All changes and additions to the contractual relationship may only be validly made by written agreement between both Contracting Parties, unless these Terms and Conditions expressly provide otherwise in a particular case.

XI.5 Any claims by the Exhibitor against the Organiser must be made in writing to the responsible officer of the Organiser immediately after the defect has been discovered, at the latest on the last day of the Event, otherwise the Exhibitor's right shall be waived.

XI.6 The Exhibitor shall be entitled to claim no more than 50% of the paid services for the rental of the exhibition space, as the highest foreseeable damage/harm resulting from the breach of the Organiser's obligation.

XI.7 Contractual relations shall be governed by Czech law and any disputes shall be decided by the Czech court of competent jurisdiction in whose district the Organiser has its registered office.

GENERAL TERMS AND CONDITIONS – TICKETS

These General Terms and Conditions regulate the legal relationship between VIA PRO MOTION s.r.o. and their customers, in relation to the distribution of tickets for the RAIL BUSINESS DAYS event, of which VIA PRO MOTION s.r.o., ID No.: 03542491, registered office: Klatovská třída 1460/83, Jižní Předměstí, 301 00 Pilsen, Czech Republic, registered in the Commercial Register: C 39515, maintained by the Regional Court in Pilsen (hereinafter the 'Organiser') is the official organiser.

I The ticket price is determined by the price list valid for the respective year. The published price list expresses the Organiser's non-binding offer to the customer.

II By means of an electronic or online order, the customer makes a binding offer to conclude a contract.

III The contract is concluded by confirming the acceptance of the order, which the Organiser delivers to the customer by email.

IV In order to purchase a ticket, valid contact details must be provided, including a valid email address to which the ticket will be sent after confirmed payment. Pursuant to the Personal Data Protection Act (110/2019 Coll.), the Organiser guarantees that the personal data obtained during the business transaction are considered confidential and will only be used for the purposes of booking and selling tickets and the Organiser's communication with customers.

V Payment for tickets may be made by the customer by payment of the invoice issued, by bank transfer, by online payment gateway or by cash or credit card on the spot.

VI Upon placing an order and making a payment, the Exhibitor will receive an email with instructions on how to personalise the tickets and binding instructions on how to use them.

VII The electronic ticket is sent exclusively to the customer's specified email address.

VIII If the buyer's email is incorrectly filled in, no refund is due for tickets sold in this way.

IX Providing an electronic ticket to another person exposes the visitor to the Event to the risk of invalidation of the ticket.

X The validity of an electronic ticket is always governed by the officially published opening hours for visitors to the Event.

XI The validity of an electronic ticket/e-ticket voucher also expires if it remains unused after the end of the Event.

XII No refund/cancellation fee of the amount paid is due for a fully or partially unused electronic ticket/e-ticket voucher.

Abuse of the registration system, subsequent resale or distribution of tickets to other persons is strictly prohibited.

Tickets for the Event are sold for the Organiser by the Intermediary ENIGOO s.r.o., ID No.: 08750823, registered office: Hlaváčova 207, Zelené Předměstí, 530 02 Pardubice, Czech Republic, registered in the Commercial Register: C 44999, maintained by the Regional Court in Hradec Králové.

By providing data when purchasing tickets, the customer grants VIA PRO MOTION s.r.o. his consent, pursuant to Act No. 110/2019 Coll., on the protection of personal data, to the processing of his personal data for the purpose of offering trade and services, in particular for marketing purposes (e.g. analysis, organisation of other events, sending e-newsletters, etc.), for the needs of VIA PRO MOTION s.r.o. The customer gives his consent voluntarily and may revoke it at any time by sending a corresponding request to the Organiser's email address.