

PARTICIPATION TERMS AT TALLINN FOODFAIR 2019

1. ORGANIZER

Profexpo OÜ (hereinafter **the Organizer**), Reg no 10041247
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2. DATE AND PLACE

Date: October 23 - 25, 2019
Place: Estonian Fairs Centre,
Pirita tee 28, Tallinn, Estonia (hereinafter **the Fair Centre**)

Assembly: October 20–21, 9:00–22:00
Display: October 22, 9:00–20:00.
Opening hours: October 23–25, 10:00–17:00.
Dismantling: Oct. 25 17:00–20:00, Oct. 26 and 28, 9:00–18:00.

3. EXHIBITORS AND PRODUCTS

Foodstuffs, drinks, kitchenware and equipment for kitchens, household appliances, store and restaurant equipment, packaging machines and materials, special clothes, equipment for producing, selling, storage and serving of foodstuffs will be displayed at Tallinn FoodFair 2019 (hereinafter **the Fair**). Any company, juridical or private person whose products or services are related to the subject matter of the named fair can be an Exhibitor at the fair (hereinafter **the Exhibitor**). Media publication, publishing house, organization, association or educational institutions can also participate in the fair. Exhibitor's rights and commitments take force after having completed the application procedures.

4. REGISTRATION OF EXHIBITOR

Exhibitors are registered pursuant to completed Application Form that verifies the Exhibitor's intent to participate in the Fair and comply with the conditions stated on the Application Form. Completed Application Form must be returned to the Organizer not later than October 1, 2019.

The Exhibitor will be registered when he receives participation confirmation and the invoice of the registration fee and has paid the said invoice by the date indicated in the invoice. When granting the requests for participation the Organizer shall inform the Exhibitor of the alternatives for the fulfillment of special requests stated on the Application Form, including the location and space of the exhibition area given into the Exhibitor's disposal (hereinafter **Exhibition Space**) in the Fair Centre, taking into account the products displayed, the order of the receipt of the Application Forms and the technical facilities of the Fair Centre. The Exhibitor must pay the registration fee within 14 days as of the date of mailing the participation confirmation and registration fee; compliance with these procedures expresses the Exhibitor's acceptance of the conditions established with the participation confirmation. If the Exhibitor has not paid the participation fee by the date indicated in the invoice, the Application Form will be considered null and void.

After October 1, 2019 registration is possible in the case of vacant areas in the Fair Centre; but only at 25% higher space rental.

With the written consent of the Organizer a third party (hereinafter **the Co-exhibitor**) is allowed to participate in the fair according to the written application of the Exhibitor. The Exhibitor takes responsibility for the payment of all the costs and the fulfillment of participation terms of his Co-exhibitor.

In special cases for important reasons, the Organizer has the right to change the stand space and size and undertake constructional changes in fair halls without claims arising on the Exhibitor's part.

5. REGISTRATION FEE AND SPACE RENTAL

The registration fee is 275 €. The registration fee for Co-exhibitor is 180 €. Registration fee will not be refunded.

Space rental is 89€/m². The minimum stand space is 6 m². The minimum stand space for a Co-exhibitor is 4 m².

The Exhibitor can rent a package stand.

VAT 20% will be added to the prices.

6. TERMS OF PAYMENT

The Exhibitor must pay the rental for the exhibition area not later than October 1, 2019 in accordance with the invoice presented.

In case the payment is not received on time the Organizer retains the right to charge 0,15 % of the outstanding sum per each day delayed.

7. CARDS FOR EXHIBITORS

The Exhibitors will get free of charge participant cards according to the rented space for the period of October 22–25, 2019 and cards for stand construction personnel valid on October 20–22 and October 25–26 and 28, 2019, and one free card for a transportation vehicle.

The Exhibitor will get 4 invitation cards for each contractual square meter of the exhibition space. The Exhibitor can order additional invitation cards for 7,5 € per piece. VAT 20% will be added to the prices.

8. FAIR CATALOGUE

The Organizer will publish a fair catalogue in print and in web. The exhibited product groups and addresses of all the Exhibitors and Co-exhibitors will be published in the catalogue. Advertisements and additional information on companies can be ordered to publish in the catalogue.

9. ORDER CANCELLATION

The Organizer has the right to cancel the Exhibitor's order where the Exhibitor has failed to pay the rental for Exhibition Space by the date specified. Failure to

pay the rental by the date indicated is considered as considerable violation of Participation Terms, which serves the Organizer with the grounds to waive the agreement and withhold the registration fee paid by the Exhibitor as penalty charges.

10. FAIR SERVICES

The Exhibitor has the right to order the assembly services from the Organizer. Orders for additional services and stand sketch must be submitted to the Organizer by October 2, 2019. Payment for the above-mentioned services must be done according to the invoices prepared pursuant to the price list. Payment for the additional services during the fair is done in accordance with the invoices presented within 7 days or at the fair. The extra charge to the price for the services ordered from October 3 to October 22 is 25% and from October 23 to October 25, is 50%.

The stand walls offered by the Organizer are of standard height 2,5 m. Any construction in excess of this height requires special permission from the Organizer not later than October 2, 2019 and is considered as advertising space and is subject to extra charge.

For two-storied exhibition stands the actual space occupied on the upper floor will be charged at 50% of the normal rate per square meter. The maximum height of a two-storied or higher stand is 7.5 m. Where the weight of an exhibit exceeds 1000 kg/m², permission for its location must be obtained from the Organizer.

Estonian Fairs Ltd. has the sole right to provide the necessary electricity, water, sewerage and compressed air connections.

11. EXHIBITOR'S OBLIGATIONS AND RESPONSIBILITY

The Exhibitor may not occupy his stand until he has registered at the Organizer and has received the permission for occupying his stand but not later than 24 hours prior to the opening of the fair. Otherwise the Organizer has the right to dispose of the stand as he sees fit.

The Exhibitor is fully responsible for the exhibition layout and the cleaning of his stand. The Exhibitor accepts responsibility for the stand and materials at his disposal till returning them to the Organizer after the closure of the fair. All stickers and advertising material must be removed without damage to the walls and other equipment. The Exhibitor shall have to compensate any damage to or loss of the objects at his disposal during the fair period or replace such objects with assets of equitable value. The Organizer accepts responsibility for the general order in the fair centre but does not accept responsibility for any damage or loss of goods, constructions, assets and other property during the opening hours of the fair. Storage of containers or packing materials outside the stand is prohibited. Special storage space can be rented for containers and packing materials during the fair.

Retail sale is allowed at Tallinn FoodFair. The Exhibitor may not place exhibits or advertisements outside the boundaries of his stand, block access to fire hydrants, emergency exits and electrical equipment, or remove the exhibits before the end of the fair. The advertisements of the Exhibitor must be in accordance with the subject matter of the fair.

Circulating and distributing free publications in the Fair Center and its immediate vicinity is forbidden unless otherwise agreed with the Organizer. The usage of advertising space and channels outside the stand should be preliminarily consulted with the Organizer. Advertising space rental outside the stand is 95€/m². VAT 20% will be added to the price.

The Exhibitor obliges to follow the fire and safety regulations valid in the Republic of Estonia and regulations of fire safety, occupational protection, occupational safety and corporate bylaws of Estonian Fairs.

Exhibitors carrying out the assembly and dismantling themselves must finish the dismantling by 18:00, October 28, 2019.

In case of not complying with the Participation Terms the Exhibitor will be imposed with penalties up to double registration fee in accordance with the invoice of the Organizer.

Prices specified by the Organizer are subject to value added tax. The Organizer will send invoices to foreign exhibitors without value added tax, provided that the exhibitor has indicated their VAT number on the registration form. If the client company does not have a VAT number or the VAT number has not been indicated, the invoices will be sent inclusive of VAT under the Estonian tax base.

12. FORCE MAJEURE

In case of *force majeure* circumstances, the Organizer claims the right to postpone or cancel the fair. In case the fair is canceled, the agreement with the Exhibitor will be terminated and the amounts paid returned, with the exception of the registration fee. If the Organizer is forced to break or limit the duration of the started event due to *force majeure* circumstances the Exhibitor has no right to get back the rent and the money paid for additional services.

13. COMPLAINTS

All complaints should be submitted in writing during the fair period. Complaints received later will not be reviewed. Disagreements between the Exhibitor and the Organizer will be solved on mutual agreement. In case of no agreement, the disputes will be solved at Tallinn City Court in accordance with the Estonian Law.

The Estonian language version of the terms of participation shall take precedence in handling any interpretation cases.