

RULES FOR PARTICIPATION IN THE „25th International Travel Trade Fair „Balttour 2018””

1. Service Provider

BT 1, a limited liability company (LLC), unified registration No. 40003241394.

2. Participant

Any person that applies for participation in the „25th International Travel Trade Fair „Balttour 2018””, hereinafter referred to as the Fair, as an Exhibitor or Co-Exhibitor signing a corresponding Contract-Application with the Service provider.

3. Date and Venue of the Fair

3.1. The venue of the Fair shall be Kipsalas International Exhibition Centre, Kipsalas iela 8, Riga, LV-1048, Latvia (hereinafter referred to as the Kipsalas International Exhibition Centre).

3.2. Opening hours (open to visitors):

02.02.2018	10.00–18.00
03.02.2018	10.00–18.00
04.02.2018	10.00–17.00

3.3. Build-up hours:

31.01–01.02.2018	9.00–21.00
02.02.2018	8.30–10.00

3.4. Dismantling hours and removal:

04.02.2018	17.30–21.00
05.02.2018	09.00–17.00

3.5. **In order to continue build-up, dismantling and removal of the exposition during hours other than indicated under Clauses 3.3 and 3.4 of the present Rules for Participation, the Participant must submit a request to the Service provider for approval by written notice and pay in advance for the stipulated hours at the rate of EUR 36.00 per hour plus VAT. If the Participant fails to comply with the agreed time or performs works without the prior approval of the Service provider, the Participant shall pay the Service provider an additional fee in the amount of EUR 285.00 per hour plus VAT.**

4. Participation, Rent of the Exhibit Space and Additional Services

4.1. The Participant shall apply for participation in the Fair by submitting to the Service Provider two signed copies of a corresponding Contract-Application (hereinafter referred to as the Application), as well as the description and general information on the exposition (hereinafter referred to as the Exposition);

4.2. The participation fee for the Exhibitor shall constitute EUR 60.00 plus VAT. The present fee guarantees to the Exhibitor an opportunity to enter itself key information on its company into the electronic catalogue and to receive in the Information Centre before the opening of the Fair the Fair attendance documents and Invitation of the exhibition opening event;

4.3. The participation fee for the Co-Exhibitor shall constitute EUR 60.00 plus VAT. The present fee guarantees to the Co-exhibitor an opportunity to enter itself key information on its company into the electronic catalogue and to receive in the Information Centre before the opening of the Fair the Fair attendance documents and Invitation of the exhibition opening event;

4.4. The Participant Passes shall be provided to the Participants by the Service provider during the Fair build-up days. It shall be banned to transfer the Participant pass to other persons;

4.5. The Exhibitor, having provided notification via the Application, shall have the right to lease an exhibit space with or without equipment (the equipment shall be provided only on Fair area indoors);

4.6. The rent of an exhibit space without equipment shall constitute the lease of the part of premises of Kipsalas International Exhibition Centre, and/or lease of open-air space (without any constructions on it) for the time of the Fair;

4.7. The rent of an exhibit space with equipment shall constitute the lease of the part of premises of Kipsalas International Exhibition Centre, with standard equipment, consisting of Octanorm stand modules with the height of 2.5m (according to the Service Provider's offer), lighting (equivalent 75W per each three m2) and lettering on the stand cornice (up to 16 letters) specified by the Participant, hereinafter referred to as the Standard Equipment, for the time of the Fair;

4.8. Additionally to the Standard Equipment, the Exhibitor may order Additional Equipment for which payment is made according to the price-list fixed in the Application for Additional Equipment. The Exhibitor shall submit to the Service Provider the Application for Additional Equipment prior to 02.01.2018, by way of settling accounts in accordance with the price-list fixed in the Application for Additional Equipment, or after the given date until 16.01.2018, with a 25% mark-up, or after 16.01.2018 by way of settling accounts in accordance with the price-list fixed in the Application of Additional Equipment with a 50% mark-up imposed;

4.9. Prior to 02.01.2018, the Exhibitor shall submit to the Service Provider the layout sheet of the Exhibit Space, in which, provided that the Exhibitor orders from the Service Provider Additional Equipment, the location of the booked equipment shall be indicated, or alternately the power capacity of the Exhibitor's own equipment and locations of connections of other communications (location and consumption of power should be specified in one point only);

4.10. Exhibitor is entitled to be built up their own exhibit space in full compliance with the requirements of building standards and the present Rules for Participation ensuring the safety, durability and compliance with fire safety requirements of structures provided that the structural support elements are not in the contact with the other Exhibitors or Service Provider's structures. Exhibitor shall ensure that the third parties involved in the exhibit space build-up sign a respective agreement in advance with the Service Provider.

4.11. Erecting structures higher than 2.5m is permitted only with the written consent of the Service Provider's Service Department. Structural elements on the perimeter of exhibit space facing other participants should be covered with a white, opaque, solid panel without any advertising elements, and specifically designed structures should be located within the exhibit space so as the vertical distance of parts higher than 2.5m do not exceed the horizontal distance between the object and exhibit space border. To get the Service Provider's written consent, the Participant have to submit drafts of construction drawings to the Service Provider before 02.01.2018. To erect structures higher than 3.5m, the Participant shall pay extra EUR 6.00 plus VAT per each square metre of construction area, where structures exceed the above-mentioned height.

4.12. The Exhibitors having provided notification via the Application are entitled to exercise the mediation of the Service Provider in order to insure their civil liability;

4.13. Participation fee, lease payment (with or without the lease of Standard Equipment) of the Exhibit Space, the civil liability insurance payment and additional charge for the height of the Constructions shall be considered to constitute the Application Fee.

5. Terms of Payment

5.1. The Exhibit Space shall be considered reserved from the moment when both parties have signed the Application and it shall be marked on the Floor Plan of the Fair, which shall be regarded as a constituent part inalienable from the Application;

5.2. The Exhibit Space shall be considered booked from the moment, when Exhibitor has transferred not less than 20% from the amount of the Application Fee. The above-mentioned payment shall be executed within 10 days after signing of the Application;

5.3. The remaining sum of the Application Fee and the lease payment for Additional Equipment ordered by the Exhibitor before 02.01.2018 shall be paid prior to 12.01.2018;

5.4. The lease payment for the Additional Equipment ordered by the Exhibitor after 02.01.2018 and prior to 16.01.2018 (including a 25% mark-up) shall be paid before 26.01.2018;

5.5. The lease payment for the Additional Equipment ordered by the Exhibitor after 16.01.2018 (including a 50% mark-up) shall be paid before 26.01.2018. After this date the lease payment for the Additional Equipment (including a 50% mark-up) shall be paid immediately when submitting the Application for Additional Equipment.

5.6. Provided the payment is made by money transfer, the Exhibitor covers all payments, which are related to transferring money to the account of the Service Provider;

5.7. **Invoices for advance payment shall be automatically revoked, unless the advance payment shall be made until the indicated deadline! After the performing of the transfer, the payment order shall be sent to the Service provider by e-mail or fax!**

6. The Rights and Obligations of the Service Provider

6.1. The Service Provider, if necessary, is entitled to change the location of Exhibitor's Exhibit Space on the Fair site. In the given case the wishes of the Exhibitor are taken into account as far as possible;

6.2. The Service Provider shall be entitled to reject participation in the Fair to the Participants, provided their offer, in the opinion of the Service Provider, does not correspond to the subject of the Fair and its basic objectives, as well as in case the Participant offers low quality goods and services or obsolete technology, as well as in the event the presence of the Participant at the Fair may influence further successful progress and development of the Fair. In the mentioned event the Service Provider shall be entitled to revoke the Application unilaterally and within five days' time reimburse to the Participant the amount already paid in relation to the Application;

6.3. The Service Provider shall be entitled to close off the Exhibit Space of the Participant, including disconnecting electric power, or to renounce participation in the Fair until the remedy of fault and fulfilment of the proper legal duties, in the event the Participant of the Fair violates the statutory documents of the Republic of Latvia or the present Rules for Participation (without reimbursing the losses incurred in relation to the above);

6.4. The Service Provider shall be entitled at any time to keep control of the compliance to the present Rules for Participation on behalf of the Participant, as well as to require payment in the amount and on due terms stipulated in the Application and its supplements;

6.5. The Service Provider shall be entitled to grant discounts to the Exhibitors renting large exhibit areas;

6.6. The Service Provider shall be entitled to demand refund of the losses incurred due to Participant's fault;

6.7. The Service Provider shall be entitled to forbid advertising and distribution of advertising material of any kind, if its contents shall be counter to the normative acts of the Republic of Latvia, theme of the Fair or it shall potentially harm the Service Provider or visitors of the Fair;

6.8. The Service Provider shall have the right unilaterally to change the total amount of payment in the Contract-Application and its appendices in compliance with the amendments enforced to the laws and regulations on Value Added Tax effective in the Republic of Latvia;

6.9. The Service Provider shall ensure general security of the venue while Fair is closed and shall be held liable for the security of only those properties and exhibits (in view of their natural qualities) that have been transferred to Service Provider's custody by the Statement of Transfer and Acceptance in writing;

6.10. The Service Provider shall ensure general order at the Fair but shall not undertake responsibility for the losses incurred by circumstances of insuperable power, or due to Participant or visitor fault;

6.11. The Service Provider shall provide the Participant with civil liability insurance, provided it is specified in the Application;

6.12. The Service Provider shall have the right to delete unilaterally Participant's entry from the electronic catalogue if it does not provide authentic information or it contradicts existing legislative acts;

6.13. The Service provider does not guarantee the delivery of Additional Equipment ordered by the Participant in the event of submitting the Application for Additional Equipment later than by 02.01.2018. Moreover, the Service provider is entitled not to deliver Additional Equipment, if the Participant has not paid Application fee or prepayment for the lease of Additional Equipment in full by the due date of equipment delivery.

7. Rights and Obligations of the Participant

- 7.1. The Participant shall register participation in the Fair at the Information Centre at least 24 hours before the opening of the Fair (except for the cases when the parties have agreed otherwise in writing);
- 7.2. The Participant shall have liability for the content of information published in the electronic catalogue and its compliance with existing legislative acts;
- 7.3. The Participant shall be entitled to use the leased Exhibit Space at one's own discretion provided it does not contradict the normative acts of the Republic of Latvia, the present Rules for Participation and the Regulations of the Fair (hereinafter referred to as the Regulations), which the Exhibitors are entitled to receive in the Information Centre before the opening of the Fair;
- 7.4. The Participant (Exhibitor or Co-Exhibitor) shall be entitled to receive Participant Badges and other admission documents in the Information Centre before the opening of the Fair;
- 7.5. The Participant shall be entitled to carry out sales activities during the Fair only on the basis of a written consent from the Service Provider, observing the normative acts of the Republic of Latvia.
- 7.6. The Participant shall be entitled to produce special acoustic advertising during the Fair (including technological sounds) only with the written permission of the Service Provider (according to the schedule of the acoustic advertising); it should not exceed 80dB on the perimeter line of the Exhibit Space, whereas the rest of acoustic advertising (including technological sounds) during the Fair shall not exceed 40dB;
- 7.7. The Participant shall be entitled to demand reimbursement of losses, incurred due to gross negligence or malevolent actions of the Service Provider;
- 7.8. The Participant shall be entitled to revoke the Application giving the notice in writing to the Service Provider. Non-participation in the Fair shall be counted as revocation of Participant's Application;
- 7.9. The Participant shall ensure the use of dust suction equipment in case of dust being produced during construction and arrangement of the Exhibit Space or during the demonstration of equipment;
- 7.10. The Participant shall pay compensation for the losses the Service Provider incurs due to the Participant fault against the invoice issued by the Service Provider;
- 7.11. The Participant at his/her own discretion shall comply with the normative acts of the Republic of Latvia, the present Rules for Participation, Application Terms and the Regulations;
- 7.12. The Participant shall not be entitled to sublease the Exhibit Space or part of it thereof without a written consent of the Service Provider;
- 7.13. The Participant neither during the Fair hours nor installation, dismantling and removal period of the Exposition shall be entitled to display any objects or their parts outside of the leased Exhibit Space;
- 7.14. The Participant shall not be entitled to perform distribution of printed material and product samples outside the leased Exhibit Space without the written consent of the Service Provider;
- 7.15. The Participant shall not be entitled to dismantle the Exposition before the closing of the Fair;
- 7.16. In the event the Participant leases the Exhibit Space without equipment (without stand module), he/she

shall not be entitled to execute the strengthening, support, dismantling or altering of the connections with the adjacent constructions of the neighbouring Exhibit Spaces or Kipsalas International Exhibition Centre;

- 7.17. The Participant shall be fully accountable for the costs, which the Service Provider shall incur in relation to the leased Exhibit Space and equipment;
- 7.18. The Participant shall execute all payments, which are foreseen in the Application and in its Supplements;
- 7.19. The Participant shall take care of the leased Standard Equipment, Additional Equipment and Exhibit Space and by the deadline stipulated in clause 3.4 of the present Rules shall transfer them to the Service Provider in complete order, undamaged, unlitteed, and with all self-adhesive elements removed. Participant's property found within the territory of exhibition centre after the deadline set in clause 3.4 of the present Rules for Participation shall be considered the waste transferred to the Service Provider for disposal at Participant's expense.
- 7.20. The Participant shall independently settle customs formalities and be fully responsible for ensuring compliance with regulatory laws, including, but not limited to, re-exportation of temporarily imported exhibits and advertising materials in due terms.

8. Liability of the Parties

- 8.1. In the event the Participant cancels the Application before 11.09.2017, the Participant shall pay in favour of the Service Provider a compensation in the amount of 50% from the Application Fee and the Service Provider shall be entitled to use the reserved or booked Exhibit Space according to his discretion;
- 8.2. In the event the Participant cancels the Application during the period from 12.09.2017 to 11.12.2017, the Participant shall pay in favour of the Service Provider a compensation in the amount of 70% from the Application Fee and the Service Provider shall be entitled to use the reserved or booked Exhibit Space according to his discretion;
- 8.3. In the event the Participant cancels the Application after 11.12.2017, the Participant shall pay in favour of the Service Provider a compensation in full amount of the Application fee and the lease amount for the Additional Equipment, and the Service Provider shall be entitled to use the reserved or booked Exhibit Space according to his discretion;
- 8.4. In the event the Participant recalls the Application, the Service provider returns the payments due to the Participant during the period of one month from the last day of the Fair, by prior unilateral deduction of amounts foreseen in the present Rules for Participation;
- 8.5. In the event the Exhibitor builds up or dismantles the Exposition during the Fair Hours, the Exhibitor shall pay to the Service Provider by the way of compensation 20% of the Application Fee.
- 8.6. In the event the Exhibitor shall wilfully connect to the power system or exceed the power threshold indicated in the layout sheet of Exhibit Space, as well as for each improper attachment of the materials of his/her Exposition to the adjacent constructions of the Exhibit Space or structural elements of the exhibition complex without the Service Provider's consent, the Exhibitor shall pay to the Service Provider by the way of compensation EUR 143.00 and additionally shall reimburse for all damages occurring in the process of restoring the proper order.
- 8.7. In the event the Exhibitor builds Exposition the height of which exceeds 2.5m without a written consent of the Service provider or violating provisions set in clause 4.11 of the present Rules for Participation, the Exhibitor shall pay to the Service provider by the way of compensation EUR 285.00, eliminate violations and pay extra charge as set in Clause 4.11 of the present Rules for Participation.
- 8.8. In the event the Exhibitor's Exposition exceeds the leased area indicated in the Application, or places any objects or parts thereof outside the leased Exhibit Space during the exhibition hours, exhibition build-up, dismantling or removal hours, or carries out distribution of printed

material or samples outside the leased Exhibit Space without an explicit permission of the Service Provider, the Exhibitor shall pay to the Service Provider by the way of compensation EUR 285.00 for every exceeded square meter or case of distribution.

- 8.9. In the event the Exhibitor, while building or equipping the Exhibit Space or during the demonstration of the equipment produces dust or other waste, does not provide the devices with dust collectors or remove waste generated, the Exhibitor shall pay to the Service Provider by the way of compensation EUR 570.00.
- 8.10. Provided the Participant does not observe the terms of the acoustic advertising (including technological sounds), he/she will pay to the Service Provider by the way of compensation EUR 143.00 and immediately prevent the fault. For repeated breach of the terms regarding acoustic advertising, the Participant shall pay to the Service Provider by the way of compensation EUR 854.00 and immediately prevent the fault.
- 8.11. In the event the Exhibitor does not observe the provisions on taking and disposing water used for technical needs as set in the Regulations or uses public toilet facilities for aforementioned actions, the Exhibitor shall pay to the Service Provider by the way of compensation EUR 72.00. The penalty for a repeated violation is EUR 143.00 payable to the Service Provider by the way of compensation;
- 8.12. Provided the Participant after closure of the exhibition transfers the Standard Equipment, Additional Equipment or Exhibit Space to the Service Provider in a damaged, littered state with self-adhesive elements not being removed, the Participant will be charged by the Service Provider EUR 570.00 by the way of compensation.
- 8.13. In case the Participant fails to pay to the Service Provider amounts set in the Application and its appendices in due terms, the Participant shall pay a fine at a 0.3% daily rate from the outstanding payment. The Service Provider, upon its own discretion, shall be entitled not to apply the fine or additional calculated mark-up on the Application for Additional Equipment submitted after 02.01.2018, provided the Participant submits a petition justifying reasons for such a delay.
- 8.14. Provided the violation of the payment deadline foreseen by the Application and the present Rules for Participation on the behalf of the Participant exceeds ten days, or the Exhibitor has not registered at the Information Centre at least 24 hours before the opening of Fair (except for the cases when the parties have agreed otherwise), the Service Provider is entitled to terminate the Application unilaterally, without compensating any damages to the Participant and use the reserved or booked Exhibit Space to his discretion retaining all payments the Participant has already executed in respect to the Application as compensation;
- 8.15. If the Participant violates the provisions set in the Regulations, the Participant shall pay to the Service Provider EUR 72.00 by the way of compensation. For each repeated violation of the Regulations, the Participant shall pay EUR 143.00 by the way of compensation.

9. Final Provisions

- 9.1. The present Rules for Participation, the original copy of which shall be kept by the Service Provider (the Participant may obtain an approved copy), is an integral part of the Application, takes effect as of the moment both parties have signed the Application and extends until fulfilment of obligations of both parties;
- 9.2. Any changes or amendments to the present Rules for Participation, the Application and all its appendices will be valid only if made in writing and duly signed by both parties.
- 9.3. Any dispute arising out of or relating to the present present Rules for Participation, the Application or its Appendices shall be agreed between the Service Provider and the Participant or failing agreement shall be referred to the courts of the Republic of Latvia and processed in conformity with legislation of the Republic of Latvia.