

# RULES FOR PARTICIPATION IN THE EXHIBITION GARDEN AND LIFESTYLE 2021

## 1. Organiser

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

## 2. Participant

Any person that applies for participation in the International Trade Fair "Garden and lifestyle 2021", hereinafter referred to as the Exhibition, as an Exhibitor or Co-Exhibitor signing a corresponding Contract-Application with the Organiser.

## 3. Date and Venue of the Exhibition

3.1. The venue of the Exhibition shall be Kipsala International Exhibition Centre, Kipsalas iela 8, Riga, Latvia.

3.2. Exhibition hours (open to visitors):	07 May 2021	12.00–18.00
	08 May 2021	10.00–18.00
	09 May 2021	10.00–16.00
3.3. Build-up hours:	05 May 2021	10.00–20.00
	06 May 2021	10.00- 20.00
	07 May 2021	08.00–11.30
3.4. Dismantling hours and removal:	09 May 2021	16.30–20.00
	10 May 2021	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 Organizer 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 Organiser, the Participant shall pay the Organiser 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 exhibition by submitting to the Organiser 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. Participation The participation fee for the Exhibitor shall constitute EUR 39.00 plus VAT (Contract-application Plant breeders fee 25 EUR plus VAT). The present fee guarantees to the Exhibitor an opportunity to enter itself key information on its company into the electronic catalogue, the Participant Pass, Invitation and the costs of the exhibition opening event. The cost of an additional Participant Pass shall constitute EUR 5.00 plus VAT.

4.3. The participation fee for the Co-Exhibitor shall constitute EUR 39.00 plus VAT. The present fee guarantees to the Co-exhibitor an opportunity to enter itself key information on its company into the electronic catalogue, Participant Pass and the costs of the exhibition opening event.

4.4. The Participant Passes shall be provided to the Participants by the Organiser during the exhibition build-up days. It shall be banned to transfer the Participant pass to other.

- 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 exhibition area indoors).
- 4.6. The rent of an exhibit space without equipment shall constitute the lease of the part of premises (minimum 6m<sup>2</sup>) of Kipsala International Exhibition Centre, Kipsalas iela 8, Riga, and/or lease of open-air space (without any constructions on it) for the time of the exhibition.
- 4.7. The rent of an exhibit space with equipment shall constitute the lease of the part of premises of Kipsala International Exhibition Centre, Kipsalas iela 8, Riga, with standard equipment, consisting of Octanorm stand modules with the height of 2.5m (according to the Organiser's offer), lighting (1000 lm per each three m<sup>2</sup>) 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 exhibition.
- 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. Exhibitor shall submit to the Organiser the Application for Additional Equipment prior to 09.04.2021, by way of settling accounts in accordance with the price-list fixed in the Application for Additional Equipment, or after the given date until 23.04.2021, with a 25% mark-up, or after 23.04.2021 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 09.04.2021, the Exhibitor shall submit to the Organiser the layout sheet of the Exhibit Space, in which, provided that the Exhibitor orders from the Organiser 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 Organiser's structures. Exhibitor shall ensure that the third parties involved in the exhibit space build-up sign a respective agreement in advance with the Organiser.
- 4.11. Erecting structures higher than 2.5m is permitted only with the written consent of the Organiser'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 Organiser's written consent, the Participant have to submit drafts of construction drawings to the Organiser before 09.04.2021. 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 Organiser 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 Exhibition, 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 40% 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 09.04.2021 shall be paid prior to 23.04.2021.
- 5.4. Provided the Application Fee in full shall be transferred prior to 18.12.2020, the payment shall be discounted by 15%.
- 5.5. The lease payment for the Additional Equipment ordered by the Exhibitor after 09.04.2021 and prior to 23.04.2021 (including a 25% mark-up) shall be paid before 30.04.2021.
- 5.6. The lease payment for the Additional Equipment ordered by the Exhibitor after 23.04.2021 (including a 50% mark-up) shall be paid before 30.04.2021. 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.
- 5.7. Provided the payment is made by money transfer, the Exhibitor covers all payments, which are related to transferring money to the account of the Organiser.
- 5.8. **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 Organiser by fax!**

## **6. The Rights and Obligations of the Organiser**

- 6.1. The Organiser if necessary is entitled to change the location of Exhibitor's Exhibit Space on the exhibition site. In the given case the wishes of the Exhibitor are taken into account as far as possible.
- 6.2. The Organiser shall be entitled to reject participation in the exhibition to the Participants, provided their offer, in the opinion of the Organiser, does not correspond to the subject of the exhibition 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 exhibition may influence further successful progress and development of the exhibition. In the mentioned event the Organiser shall be entitled to revoke the Application unilaterally and reimburse the amount already paid by the Participant in relation to the Application.
- 6.3. The Organiser shall be entitled to close off the Exhibit Space of the Participant, including disconnecting electric power, or to renounce participation in the exhibition until the remedy of fault and fulfilment of the proper legal duties, in the event the Participant of the exhibition 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 Organiser 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 at a date, stipulated in the Application and its supplements.
- 6.5. The Organiser shall be entitled to grant discounts to the participants renting large exhibit areas.
- 6.6. The Organiser shall be entitled to demand refund of the losses incurred due to Participant's fault.
- 6.7. The Organiser 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 exhibition or it shall potentially harm the Organiser or visitors of exhibition.
- 6.8. The Organiser 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 Organiser shall ensure general security of the venue while exhibition 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 Organiser's custody by the Statement of Transfer and Acceptance in writing.

- 6.10. The Organiser shall ensure general order at the exhibition; however they do not undertake responsibility for the losses incurred by circumstances of insuperable power, or due to participant or visitor fault.
- 6.11. The Organiser shall provide the Participant with civil liability insurance, provided it is indicated in the Application.
- 6.12. The Organiser 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 Organiser 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 09.04.2021. Moreover, the Organiser 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 exhibition at least 24 hours prior to the opening of the exhibition at the Information Centre of the Exhibition (except for the cases when the parties have agreed differently 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. Participants shall be entitled to use the leased Exhibit Space according to their needs, provided it does not contradict the normative acts of the Republic of Latvia, the present Rules for Participation and the Regulations of the Exhibition, (hereinafter referred to as the Regulations), which the Exhibitors are entitled to obtain in the Information Centre prior to the opening of the exhibition.
- 7.4. The Participant shall be entitled to receive three Participant Passes in the event of renting less than 6m<sup>2</sup>, and for every subsequent 3m<sup>2</sup> one more Participant Pass (does not pertain to Co-Exhibitors). Every Co-Exhibitor shall receive one Participant Pass free of charge. Every subsequent Participant Pass shall be charged for EUR 5.00 plus VAT.
- 7.5. The Participant shall be entitled to carry out sales activities during the exhibition only on the basis of a written consent from the Organiser, observing the normative acts of the Republic of Latvia.
- 7.6. The Participant shall be entitled to produce special acoustic advertising during the exhibition (including technological sounds) only with the written permission of the Organiser (according to the schedule of the acoustic advertising), it should not exceed 80dB on the line of perimeter of the Exhibit Space, whereas the rest of acoustic advertising (including technological sounds) during the exhibition 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 Organiser.
- 7.8. The Participant shall be entitled to revoke the Application, informing the Organiser in writing accordingly. Non-participation in the exhibition shall be counted as revocation of Participant's Application.
- 7.9. The Participant shall ensure, that in the event dust is produced during the construction and equipping of the Exhibit Space or during the demonstration of equipment, dust suction equipment shall be applied.
- 7.10. The Participant shall compensate for the losses incurred to the Organiser due to the fault of the Participant according to the invoice issued by the Organiser.
- 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 Organiser.
- 7.13. The Participant neither during the exhibition hours, 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 samples of goods outside the leased Exhibit Space without the written consent of the Organiser.
- 7.15. The Participant shall not be entitled to dismantle the Exposition prior to the closing of the exhibition.
- 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 a neighbouring Exhibit Space or exhibition centre.
- 7.17. The Participant shall be fully accountable for the costs, which the Organiser 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 Organiser in complete order, undamaged, uncluttered, 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 Organiser 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 Application shall be cancelled on behalf of the Participant prior to 18.12.2020, the Participant shall pay in favour of the Organiser by the way of compensation 50% of the Application Fee and the Organiser shall be entitled to use the reserved or booked Exhibit Space according to his discretion.
- 8.2. In the event the Application shall be cancelled on behalf of the Participant during the period from 19.12.2020 to 19.02.2021, the Participant shall pay in favour of the Organiser by the way of compensation 70% of the Application Fee and the Organiser shall be entitled to use the reserved or booked Exhibit Space according to his discretion.
- 8.3. In the event the Application shall be recalled on behalf of the Participant during the period after 19.02.2021, the Participant shall pay in favour of the Organiser by the way of compensation full amount of the Application fee and the lease amount for the Additional Equipment, and the Organiser shall be entitled to use the reserved or booked Exhibit Space according to his discretion.
- 8.4. In the event the Application shall be recalled the Organiser returns the payments due to the Participant during the period of one month from the last day of the exhibition, by prior unilateral deduction of amounts, which are foreseen in the present Rules for Participation.
- 8.5. In the event the Exhibitor builds up or dismantles the Exposition during the Exhibition Hours, the Exhibitor shall pay to the Organiser 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 Organiser's consent, the

Exhibitor shall pay to the Organiser 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 Organiser or violating provisions set in clause 4.11 of the present Rules for Participation, the Exhibitor shall pay to the Organiser 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 Organiser, the Exhibitor shall pay to the Organiser 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 Organizer 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 Organiser 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 Organiser 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 Organiser by the way of compensation EUR 72.00. The penalty for a repeated violation is EUR 143.00 payable to the Organiser 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 Organiser in a damaged, littered state with self-adhesive elements not being removed, the Participant will be charged by the Organiser EUR 570.00 by the way of compensation.
- 8.13. In case of delays in payment of the amounts indicated in the present application and its Supplements, the Participant shall pay a fine in the amount 0.3% of the unpaid amount per day to the Organiser. Organizers, upon their own discretion, shall be entitled not to apply the fine or additional calculated mark-up for the Application for Additional Equipment after 09.04.2021, provided the Participant shall submit a special written application with a justified reason included therein.
- 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 at least 24 hours prior to the opening of exhibition has not registered at the Information Centre of the exhibition (except for the cases when the parties have agreed otherwise), the Organiser is entitled to discontinue the Application unilaterally, without compensating the losses of the Participant and using the reserved or booked Exhibit Space according to his discretion, retaining as compensation all payments which the Participant has already executed in respect to the Application.
- 8.15. If the Participant violates the provisions set in the Regulations, the Participant shall pay to the Organiser 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 Organiser (the Participant may obtain an approved copy), shall constitute an inalienable constituent part of the Application and they shall take effect from the moment, when the Application is bilaterally signed, and shall operate until complete implementation of the obligations of the parties is carried out.
- 9.2. Any changes or amendments of the present Rules for Participation, the Application and all Supplements shall take effect only provided they will be drawn in writing and bilaterally signed.
- 9.3. All disputes which shall arise in relation to the present Rules for Participation, the Application or its Supplements provided it will not be possible to resolve them amicably between the Organiser and the Participant during mutual negotiation, shall be submitted to the courts of the Republic of Latvia according to their jurisdiction, to be processed in compliance with the normative acts effective in the Republic of Latvia.

Signed on behalf of the Organiser by:

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Viesturs Tīle, Chairman of the Board  
International Exhibition Company BT 1

Riga, 23 September 2020