

## Exhibitors Contract

which is concluded by and between **Magyar Vízipari Klaszter Menedzsment Korlátolt Felelősségű Társaság (Magyar Vízipari Klaszter Menedzsment Kft.)** (registered seat: Hungary, 1126 Budapest, Kiss János altábornagy utca 30/b; tax registration number: 11691187-2-43 as exhibition organiser (hereinafter as "Exhibitor organiser") of the other part

and the company or association having filled in and signed the application form, the **Mesto Trebišov** (registered seat: M.R. štefanika 862, 07501, Trebišov; tax registration number: n/a) as exhibitor (hereinafter as "Exhibitor") jointly referred to as contracting parties (hereinafter "Contracting parties") on the date below and with the following conditions.

### 1. Scope of the contract and its conclusion

1.1. Pursuant to the exhibitors contract (hereinafter as "Contract") the Exhibition organiser provides leasing services with regard to the exhibition space in the venue of the **Budapest Water Summit Business Forum and Expo** to be held on October 9-11, 2013 in the organisation of the exhibitor organiser.

1.2. Contracting parties declare that the contract establishes legal relations between them. The Exhibitor acknowledges that the Exhibition organiser assigns/can assign subcontractors or a third party, to comply with the provisions of the Contract

### 2. Effect of the contract

2.1. Contracting parties record that the Contract having duly signed by the Contracting parties is concluded and effective for the period until the day when contractual obligations are met in full. Nevertheless, Contracting parties agree that entry into force of the Contract is made conditional on the fulfilment of the obligation of the payment of the exhibition space within 8 days after the receipt of the invoice. Accordingly, the entry into force day of the Contract is the day of the fulfilment of the restricting condition set forth in this section.

2.2. Contracting parties agree that if the condition set forth in article 2.1, required for the entry into force of the contract is not fulfilled by the given deadline or partially fulfilled, the Contract is automatically annulled and Contracting parties are not obliged to provide services to each other and they lay no claims against each other except the breach of the contract.

### 3. Rights and liabilities

3.1. The Exhibition organiser designates the exhibition space in consideration of the professional, security and technical needs as indicated on the application form by the Exhibitor, in return of which the Exhibitor pays a fee.

3.2. The leased exhibition space designated by the Exhibition organiser shall not be changed arbitrarily; its size shall not be altered, and shall not be assigned to third party.

3.3. The Exhibitor shall assume full liability in terms of their activities to comply with the effective law, authority and other regulations as well as the rules of the exhibition.

3.4. The material to be used for the construction of the booth shall comply with the effective laws, security and fire protection regulations.

3.5. The Exhibition organiser provides no guarding services at the booth. The Exhibitor or their representative assumes full liability in the opening hours of the exhibition to guard and secure their possessions placed in the booth. In addition, the Exhibitor is liable to furnish and equip their booth by the opening of the exhibition and right after closing to remove their materials from the site.

3.6. The Exhibitor undertakes to order any services on site from either the Exhibition organiser or their subcontractor assigned by them with exclusive involvement of the Exhibition organiser.

3.7. Exhibitor may not play music at the booth.

3.8. The Exhibitor may distribute leaflets, brochures and other advertising materials and do any activities solely in the terrain of the hired booth.

3.9. If the Exhibitor deviates from the provisions of the contract during their promotional activities, the Exhibition organiser is entitled to terminate these promotions.

3.10 The Exhibitor is obliged to discharge liability instead of the Exhibition organiser and exempt the Exhibition organiser from losses, sanctions and claims which incurred as a result of personal injuries, material damages and their relating material losses caused by the Exhibitor to a Third party. Based on liability and debt discharges, the Exhibitor shall pay fines, compensation and costs when due to the claimant or to the Authority instead of the Exhibition organiser or if it is already paid by the Exhibition organiser, the Exhibitor has payment obligations towards the Exhibition organiser. The liability of the Exhibitor covers to prepay the forced costs incurred in relation



with the claim. Exhibitor shall make their best effort so that the claimant or the claiming organisation enforces their claims towards the Exhibitor.

3.11. The rights and obligations concluded in this Contract shall not be transferred or assigned to others, or the Parties shall not obstruct the completion of these and may not dispose of them any other way without the prior consent of the other Party.

3.12. Exhibition organiser acts to the best of their knowledge to guarantee the success of the event, however assumes no liability for the successful implementation of the event and for the number of visitors.

#### **4. Insurance**

4.1. The Exhibitor shall have liability insurance covering their own and their subcontractors activities as well as third party liability in the course of the building, operating and dismantling phase of the exhibition. Exhibitor assumes full responsibility for damages caused by them or their subcontractors. Exhibition organiser has no liability in such issues.

4.2. Beside the liability insurance, Exhibitor is advised to insure the exhibited objects, any damages or losses suffered due to the lack of such insurance arise on the Exhibitors side.

#### **5. Payment terms**

5.1. In return for putting the exhibition area at the disposal of the Exhibitor, and in remuneration of the booth area marked in the application form the Exhibitor shall pay **2220 EUR** for exhibition space as indicated on the pro-forma invoice by bank transfer to the Exhibition organiser by the deadline defined under article 2.1.

5.2. Contracting parties agree that when based on the issued pro forma invoice by the Exhibition Organiser Exhibitor pays for the exhibition space, Exhibition organiser issues an invoice on the amount of the paid exhibition space and sends it to the Exhibitor. Payment over the deadline is not accepted by the Exhibition organiser.

5.3. Contracting parties declare that payment obligation is deemed performed when the registration fee is credited on the current account of the Exhibition organiser.

##### **5.4. Bank transfer details**

Current account holder::	Magyar Vizipari Klaszter Menedzsment Kft.
Current account number	11705008-29910142
Financial institution:	OTP BANK NYRT
SWIFT code	OTPVHUHB
IBAN code	HU93 1170 5008 2991 0142 0000 0000

#### **6. Cancellation, complaints, disputes**

6.1. If the Exhibitor cancels its confirmed participation 30 days before the opening of the exhibition, 50 % of the net exhibition fee, in case of cancellation within 30 days 100 % of the net exhibition fee is the penalty to be paid. Regarding the penalty payment, the Exhibition organiser confirms the cancellation in writing 8 days after the cancellation. Cancellation is valid from the day the declaration on cancellation reaches the Exhibition organiser.

6.2. If the Exhibitor does not occupy the exhibition space 3 days before opening, the Exhibition organiser reserves the right to rent it to another exhibitor without any compensation obligations. The paid exhibition space fee is not returned to the non present exhibitor, in addition to this, the exhibitor shall reimburse the costs of the already provided services to the Exhibition organiser.

6.3. Any complaints concerning the organisation and operation of the event, to provide proper proof, shall be submitted to the Exhibition organiser in writing within 24 hours but not later than the end of the exhibition after its occurrence; comments on invoicing shall be submitted until the expiry of the invoice. Complaints submitted after the expiry of the deadline is not considered by the Exhibition organiser.

6.4. The Exhibition organiser assumes no responsibility for force majeure.

6.5. In terms of any questions not regulated by the Contract, Act No 1959 IV of the Civil Code and its respective provisions, the Hungarian Law prevails, excluding the provision of Act no 1979, 13 on international private law.

6.6. The Contracting parties agree that they wish to settle their disputes originating from the present agreement amicably. If they fail, the Contracting parties agree that for legal disputes it is the Hungarian court which gives guidance, the language of the procedure is Hungarian.

## 7. Final provisions

7.1. Contracting parties shall be notified in writing by the other party of any circumstances which hinders the performance of the contract and as much as possible act within its power to eliminate them. The Contract may be amended or terminated solely by mutual consent in writing, and based on the interpretation of the provisions of the contract, references to verbal agreements are not legally grounded.

7.2. The Parties have signed the present Contract following mutual reading and interpretation personally in approval, after having approved their eligibility for signing, as fully concordant with their contractual intentions.

signed in Budapest, on 2013. 10.09

in TREBISOV 2013. 2.10.2013



**Magyar Vízipari Klaszter Menedzsment Kft.**  
represented by: Csaba Haranghy, Managing Directors,  
Exhibition organiser



TOWN OF TREBISOV  
represented by: Ing. MARIÁN KOLESÁR

Exhibitor

