

## GENERAL TERMS AND CONDITIONS



### 1. EVENT ORGANIZATION

1.1. The fair 'InDizajn – Festival of modern home' is co organized by RTL Hrvatska d.o.o., Krapinska 45, Zagreb, OIB (PIN): 07330149920, registered at the Commercial Court in Zagreb, with registration number (MBS) 080451968 and Domus Nobilis d.o.o., Ulica kneza Borne 24/3, Zagreb, OIB (PIN): 95477203184, registered at the Commercial Court in Zagreb, with registration number (MBS) 080574255 (hereinafter: Organizer). Exhibitors can send all requests and inquiries to the Organizer in writing to the e-mail address [info@indizajn.hr](mailto:info@indizajn.hr).

1.2. The fair 'InDizajn – Festival of modern home' (hereinafter: Fair) will be held from 6th to 8th October 2023.

1.3. The Fair will be open to visitors (public) every day from 10 am to 8 pm.

1.4. The Fair will be held in Arena Zagreb, Ulica Vice Vukova 8, 10000 Zagreb.

1.5. The Organizer reserves the right to change the location and time of the Fair.

1.6. If any of the above changes occur, the Organizer is obliged to notify the exhibitors in writing (hereinafter: the Exhibitor/s) no later than 60 days before the initially set date. In that case, the Exhibitor has no right to cancel the Application or ask for any compensation from the Organizer. If Exhibitors receive notification of a change in the location or date of the Fair after the aforementioned deadline, the Exhibitor has the right to withdraw the application without any obligation to pay a part of the exhibition fee.

1.7. The price of a daily ticket for visitors is 4,00 € (30,14 HRK).

1.8. For groups of 10 and more visitors, the price is HRK 2,00 € (15,07 HRK).

1.9. Children under the age of 7 enter the Fair free of charge.

### 2. APPLICATION AND CONDITIONS OF PARTICIPATION

2.1. All legal and natural persons who have duly filled in, validated and submitted the application form (hereinafter: Application) and performed the obligations arising from these general conditions have the right to participate in the Fair.

2.2. The deadline for submitting the Application is 30 days before the opening of the Fair.

2.3. In case of violating the positive legal regulations of the Republic of Croatia by the Exhibitor, the sanctions for the stated violations and punishment are borne exclusively by the Exhibitor.

2.4. Direct sale at the exhibition premises is allowed, and Exhibitors are obliged to obtain all the necessary documentation and permits in accordance with the legal regulations. In case of incomplete documentation, all responsibility lies with the Exhibitor.

2.5. If the Exhibitor is obliged for fiscalization, one is therefore obliged to comply with these regulations, and exclusively responsible for noncompliance of the same.

2.6 If the Exhibitor sells products that require sanitary and other permits (on product safety, etc.), one must obtain permits independently and is responsible for any omissions and bears penalties for not having them.

2.7. If, due to justified unforeseeable circumstances, the Exhibitor requests the withdrawal of the Application in writing no later than 30 days prior to the start of the Fair and the Organizer accepts it, the Exhibitor will not be invoiced for the exhibition space.

2.8. If the Exhibitor, regardless of the reasons, cancels less than 30 days before the start of the Fair, the Organizer will issue an invoice to the Exhibitor in the total amount of rent of the exhibition space together with the actual total costs related to the decoration of exhibition space, but not limited, till the moment of cancellation, without delay of payment. In that case, the exhibition space will afterwards be completely at the disposal of the Organizer.

2.9. The Organizer has the right to reject the Exhibitor's Application in the following events:

- a) if the Exhibitor has outstanding debts from the past towards the Organizer
- b) at the time of submission of the Application there is no free space for exhibition
- c) if the Exhibitor, at the time of registration, is in the settlement, bankruptcy or liquidation proceedings
- d) the activity or offer of the Exhibitor's products and services is not in accordance with the content and purpose of the Fair

2.10. The position of the exhibition space is chosen by the Exhibitor himself on the basis of the floor plan of the exhibition hall with marked and numbered exhibition spaces, and in accordance with the available capacities.

2.11. The Exhibitor is not allowed to sublease the exhibition space to a third party without the approval of the Organizer.

2.12. If special circumstances require it, the Organizer has the right to revoke the confirmed and allocate another exhibition space even after the confirmation of the allocated space has been issued.

### **3. EXHIBITION SPACE**

3.1. Exhibition spaces with a gross area of 19m<sup>2</sup> - 86m<sup>2</sup>, which layout is visible on the official floor plan of the Fair, are offered to the Exhibitor.

3.2. The rental price of the exhibition space is 130,00 €/m<sup>2</sup> (979,49 HRK/m<sup>2</sup>) + VAT.

3.3. Exhibitors are given the opportunity to exhibit within the Bazar, a separate exhibition area subject to special financial and organizational conditions, which are agreed directly with the Organizer, upon a written request sent to info@indizajn.hr. For the avoidance of doubt, the Exhibitor exhibiting within the squares specified in paragraph 3.1. has no right of additional display within the Bazaar.

3.4. If for objective reasons or the Exhibitor's need, the Organizer is authorized to offer another square footage of exhibition space which would merge 2 or smaller exhibition spaces into one larger or would divide one larger into several smaller spaces. The Organizer also has the right to reject the Exhibitor's request to merge or divide the exhibition spaces for justified reasons.

3.5. By renting the exhibition space, the Exhibitor receives: an unarranged space of the selected gross area, 3kW power connection, basic lighting that is placed on a hanging aluminum structure, accreditations for business partners and clients.

3.6. If needed, each Exhibitor can send a written request to the Organizer and order an additional power connection of 3kW at a price of 70,00 € (527,42 HRK/m<sup>2</sup>) + VAT and no later than August 30<sup>th</sup> 2023.

3.7. The exhibitors who have registered their exhibition are obliged to submit to the Organizer their final conceptual and executive design of the exhibition space no later than July 1st, 2023. If the Organizer

does not approve the submitted solution, he has the right to cancel the exhibition, and in that case the Exhibitor is not entitled to a refund of the previously paid participation fee.

3.8. The Exhibitor is entitled to use the services of Domus Nobilis studio, OIB (PIN): 95477203184, Ulica kneza Borne 24/3, Zagreb - interior design studio, with the purpose of creating a conceptual and / or executive solution of the exhibition space that will meet the criteria of the Organizer. The Exhibitor will submit the request for Domus Nobilis study services to the Organizer in writing no later than July 1<sup>st</sup> 2023, after which further agreements on the terms of service will follow

3.9. If the Exhibitor is not able to independently build partition walls within the booth or cover the floor with carpet or other suitable material, the Exhibitor will be able to agree on that with the Organizer, following the official price list for such services. The Exhibitor is obliged to send a request for additional works on the arrangement of the exhibition space in writing no later than July 1<sup>st</sup> 2023, after which detailed agreements will follow.

3.10. If the Exhibitor wishes to organize promotional actions outside the indoor Fair area, i.e. in the lobbies outside the hall, he is obliged to arrange the conditions of the exhibition exclusively with the Organizer sending a written request no later than September 1<sup>st</sup>, 2023.

If the Exhibitor initiates a promotional action outside the hall of the Fair area without the approval of the Organizer, the Organizer will charge financial penalties in a one-time amount of 1.350,00 € (10.171,58 HRK) + VAT, due upon receipt of the invoice, i.e. without payment delay.

3.11. Any promotional action of the Exhibitor's assortment outside its own exhibition space, but inside the hall of the Fair area, must be announced in advance to the Organizer.

3.12. The Exhibitor is not allowed to perform promotional actions of his partners' / clients' assortment, if they did not rent the exhibition space at the Fair.

3.13. The Exhibitor is obliged to constantly stay in the rented space during the working hours of the Fair, taking care of all exhibits and equipment at his own expense.

3.14. The Exhibitor obliges to respect the daily schedule at the exhibition space: arrival up to 30 minutes before the admittance of visitors and departure up to 30 minutes after closing for visitors. Daily delivery of goods can be done exclusively outside visiting hours according to the instructions of the Organizer at the northern cargo entrance.

3.15. In case of non-compliance with the set obligations referred to in paragraphs 3.13, 3.14, 3.15, 3.16, the Organizer will charge the Exhibitor financial penalties in a one-time amount of 1.350,00 € (10.171,58 HRK) + VAT, for each day of violation of the set obligations.

3.16. The Exhibitor is obliged to complete all works on the installation of his exhibition space 12 hours, and the installation of all exhibits 6 hours before the opening of the Fair. In case of non-compliance with the set deadlines, the Organizer will charge the Exhibitor financial penalties, i.e. 660,00 € (4.972,77 HRK) + VAT per hour of exceeding the time limit. In case the Exhibitor does not have an arranged exhibition space two hours or less before the official opening of the Fair, the Organizer will charge the Exhibitor a fixed financial fee in the amount of 2.000,00 € (15.069,00 HRK) + VAT, with a payment deadline of 24 hours.

3.17. The Exhibitor obliges to complete all the works on dismantling the exhibition space, which are not under subcontractor's authority, no later than October 9<sup>th</sup> 2023 at 17:00. In case of non-compliance with the stated deadline, the Organizer will charge the Exhibitor financial penalties, i.e. 660,00 € (4.972,77 HRK) + VAT per hour of exceeding the time limit, with additional actual costs set by Arena Zagreb.

3.18. The Exhibitor is obliged to adhere to the schedule of preparing and dismantling, i.e. entrance and exit from the Fair area, which will be submitted by the Organizer no later than 7 days before the start of the preparation of the Fair.

3.19. The Exhibitor is obliged to submit to the Organizer a list of people who will work on the preparation / construction of the exhibition space, no later than 15 days before the beginning of the preparation of the Fair. In addition, the Exhibitor is obliged to submit a list of all delivery vehicles with the corresponding registration plates.

3.20. If the goods will be delivered during the Fair, the Exhibitor is obliged to deliver the registration plates of personal and caddy vehicles to the Organizer no later than 8 hours before delivery. In this case, only manual delivery of goods is possible, without the use of trolleys or forklifts.

3.21. The preparation of the Fair is scheduled to start on October 3<sup>rd</sup> 2023. The Organizer will inform the Exhibitors in writing about the exact date/time of the beginning of the preparation of the Fair no later than September 25<sup>th</sup>, 2023.

3.22. Only the northern freight entrance (entrance for delivery vehicles on the east side, across from the Lidl shopping center) will be used for the process of preparation and dismantling of the Fair.

3.23. The price of the exhibition space includes the service of basic night surveillance of the space outside the working hours of the Fair.

#### **4. TERMS OF PAYMENT**

4.1. Upon receipt of the validated Application and reservation of the desired exhibition space, the Organizer will issue an offer to the Exhibitor for the total amount of the exhibition fee. The Exhibitor is obliged to pay 50% of the total amount within 48 hours of receiving the offer. If payment is not made within the specified period, the Organizer has the right to cancel the Application or cancel the reservation of the selected position. If the payment is made within the deadline, the Exhibitor is obliged to pay the rest of the fee no later than 30 days before the start of the Fair.

4.2. The received Application will be validated by the Organizer and sent to the Exhibitor, and will thus be considered a bilateral contract that obliges both parties to perform the contractual obligations specified in these General Terms and Conditions.

4.3. Payment is considered duly made after the funds arrive in the Organizer's receiving account opened with OTP Bank, IBAN: HR8824070001100616632. The Exhibitor obliges to submit a confirmation of payment by email to the Organizer, to the email address [info@indizajn.hr](mailto:info@indizajn.hr).

4.4. If the Exhibitor does not pay the entire agreed amount according to the previously stated deadlines, or if the full amount is not paid by September 6<sup>th</sup> 2023, the Organizer has the right to cancel the Exhibitor's Application and the right to participate in the Fair without respecting the notice deadlines, as well as to keep the amount paid until then in the name of the contractual damage suffered.

4.5. In case the Exhibitor does not make the payment according to the above deadlines, and the Organizer does not cancel the Application for justified reasons, the Organizer will charge the legal default interest in force in the Republic of Croatia for each day of delay in payment.

4.6. The Organizer will issue an invoice to the Exhibitor in October, i.e. in the month in which the service is performed. For each payment in the months preceding October, the Organizer will issue an invoice for the received down payment in the respective month. By issuing an invoice in October, the invoice for the received down payment will be canceled.

4.7. Complaints to the invoice shall be submitted to the Organizer in written form and no later than 7 days from the date of issuance of the invoice.

## **5. TECHNICAL INFORMATION**

- 5.1. The Organizer with his subcontractors lowers a 3kW "Schuko" plug socket to the floor of the stand (against the wall) in the Exhibitor's exhibition space, while further electrical cabling works, depending on the needs, are done by the Exhibitor in his arrangement.
- 5.2. If the Exhibitor is unable to perform electrical cabling work within his own exhibition space, the said service may be provided by the Organizer, with prior notice and under special conditions that will be agreed depending on the complexity of the service.
- 5.3. The Exhibitor is obliged, due to the security of the system and sufficient supply, to announce in written form if they intend to consume more than 3kW of electricity no later than August 30<sup>th</sup> 2023.
- 5.4. The Exhibitor is not allowed to drill the floor.
- 5.5. The Organizer will place containers for municipal and bulk waste on the northeast side of Arena Zagreb.
- 5.6. The Exhibitors are obliged to take care of their own waste in the exhibition spaces and, during the process of assembly and disassembly of the fair, to take it to the containers listed in Art. 5.4. If they do not do that, the Organizer will do it on their behalf and invoice the cost of that service to the Exhibitor.
- 5.7. Smoking is not allowed in the hall where the Fair is held.
- 5.8. During assembly and disassembly of the exhibition space, only electric or gas-powered forklifts and manual pallet trucks are allowed to enter the hall.
- 5.9. The Exhibitor is obliged to provide forklifts and manual pallet trucks in his own arrangement.
- 5.10. The maximum allowed height of partition walls and floor advertising materials is 3 meters. The Exhibitor is allowed, in the name of load-bearing structures and hanging advertising materials, to go an additional height of 1.5 meters, but this must be preceded by a written request sent to the Organizer together with a proposal for the conceptual and detailed solution of the exhibition space.

## **6. SPECIAL DIRECTIVES**

- 6.1. Marketing and other activities in the Fair area, except for its own exhibition space, will be approved in writing by the Organizer following a written request, sent to the email address: info@indizajn.hr. These activities, among others, include filming, catering, sales, handing out flyers and the like.
- 6.2. Any media appearance organized by the Exhibitor, which is related to the Fair, must be reported to the Organizer no later than 24 hours before the realization.
- 6.3. The inclusion of Exhibitors in the list of all Exhibitors that will be published on the website [www.indizajnsajam.hr](http://www.indizajnsajam.hr) is mandatory and free of charge.
- 6.4. Each participant of the Fair, who will represent the Exhibitor within his exhibition space, will have official accreditation/wrist ribbon and will be authorized to receive all notifications from the Organizer.
- 6.5. Non-transferable accreditations/wrist ribbons for the participants of the Fair from Art. 6.4. allow them free entrance and exit into the hall and their carrying is mandatory. In this regard, the Exhibitors are obliged to submit the total number of accreditations by September 15<sup>th</sup>, 2023, which will be used by authorized persons during the 3 days of the Fair.
- 6.6. For exhibition space up to 30m<sup>2</sup> the Exhibitor has 10 one-time invitations for business partners and clients, for space from 31m<sup>2</sup> to 60m<sup>2</sup> a total of 20 invitations, for space from 61m<sup>2</sup> to 90m<sup>2</sup> a total of 30 invitations and for areas over 91m<sup>2</sup> the Exhibitor has 40 one-time invitations. Invitations are valid for one entry to the fair, any day of the same.

6.7. If the Exhibitor wants to buy an additional bulk of fair tickets, a discount of 60% will be charged for 10 or more purchased tickets, and the price of one ticket in that case will be 1,60 € (12,06 HRK). The regular ticket price of 4,00 € (30,14 HRK) will apply to the purchase of 9 or less fair tickets.

6.8. Any activity that disturbs other Exhibitors and visitors spatially or with noise is prohibited.

6.9. The maximum allowed sound volume for each exhibition space is 30dB.

6.10. Playing music at the Exhibitor's exhibition space is subject to the Copyright and Related Rights Act, and the Exhibitor accordingly assumes all material and intangible liability for the incurred obligations. It also assumes full responsibility if third parties make any requests regarding the content of the music repertoire and undertakes to take over all procedures directed towards the Organizer regarding the playing and broadcasting the music program within the exhibition space. In addition to the above, the Exhibitor will in this case compensate the Organizer for all damage caused by the claims of third natural or legal persons.

6.11. During the preparatory works, the duration of the Fair and during the dismantling of the Fair, the Organizer has the right to photograph and / or make other types of video and audio recordings in the assigned exhibition spaces and use them for its own and general needs without prior approval of recorded persons and / or Exhibitors.

6.12. The surveillance of the Fair area outside the working hours of the Fair is the responsibility of the Organizer.

6.13. The organization of the fair space surveillance within the working hours of the Fair, but also outside and around the Exhibitor's exhibition spaces, which each Exhibitor is obliged to insure separately, is the responsibility of the Organizer.

6.14. If damage occurs within the exhibition space (theft, damage, etc.), the Organizer is not subject to liability in any case, and the Exhibitor is obliged to report the damage to the nearest police station as soon as possible. The Exhibitor insures his exhibits and equipment within the exhibition space at his own expense.

6.15. The Exhibitor is responsible for damage or accident caused to the Organizer and other exhibitors, or persons in the exhibition space, if they were caused by him or his staff.

6.16. In case of a dispute, the court in Zagreb shall have jurisdiction.

6.17. For all inquiries, the Exhibitor is obliged to contact the Organizer in writing, on [info@indizajn.hr](mailto:info@indizajn.hr).

6.18. Mutual communication between the Organizer and the Exhibitor, and for the purpose of fulfilling the obligations arising under these conditions, will be done primarily by e-mail as a valid means of communication that is equal to communication in writing. The date of sending the e-mail is accordingly considered as the day of receipt of the letter, equal to the receipt of the registered post.