

# GENERAL CONDITIONS OF PARTICIPATION

## 1. ORGANIZATION OF THE EVENT

- 1.1. The fair event "ArhiBau.hr - regional architecture and construction trade fair" (hereinafter: the Fair) is jointly organized by the Zagreb Society of Architects, Trg bana Josipa Jelačića 3/1, Zagreb, PIN: 87490332083, an association registered with the Commercial Court in Zagreb under with subject registration number 21001431, and Katapult promocija d.o.o., Slavenska avenija 26/1, Zagreb, PIN: 65191050926, a company registered with the Commercial Court in Zagreb under subject registration number 080441712 (hereinafter: Organizers).
- 1.2. The Fair will be held from September 26th to October 1st, 2023.
- 1.3. The Fair will be held at the Zagreb Fair, Avenija Dubrovnik 15, 10020 Zagreb, in pavilions 10a, 11a and TP (warm passage). The Fair is being held simultaneously with fairs Ambienta, Hotel&Gastroteh, Art Zagreb and the Zagreb Design Week festival, in connecting pavilions of the Zagreb fair.
- 1.4. The Fair will be open to visitors every day from 11 – 20h, which are also the working hours of the Fair exhibitors. Special working hours on opening day, 26 September 2023, from 17 - 22h.
- 1.5. The entrance ticket is valid for all fairs and the festival. The daily ticket price for visitors is 7 euros (VAT included). In the case of a group of 15 people or more, the price is 4 euros per person (VAT included). The price of a family ticket is 15 euros (VAT included), for two adults and a maximum of three children. Children up to the age of 10 shall not be charged for a ticket. The ticket price for pensioners is 4 euros (VAT included). The price of the five-day festival ticket is 25 euros (VAT included). On opening day, 26 September 2023, entrance is free for all visitors.
- 1.6. The Organizers reserve the right to change the location and time of the Fair. If any of the aforementioned changes occur, the Organizers are obliged to notify the exhibitors (hereinafter: Exhibitor/s) thereof in writing, no later than 30 days before the initially set date of the event. In this case, the Exhibitor has no right to cancel the Application or to demand compensation from the Organizer. If the Exhibitor receives notice of a change in the location or date of the Fair after the aforementioned deadline, the Exhibitor shall have the right to withdraw their application without the obligation to pay part of the fee for the exhibition and shall be entitled to a full refund of the fees already paid.
- 1.7. Exhibitors can send all requests and inquiries to the Organizers in writing to the e-mail address [sajam@arhibau.hr](mailto:sajam@arhibau.hr).

## 2. REGISTRATION AND TERMS OF PARTICIPATION

- 2.1. All legal and natural persons who have duly filled in and submitted the exhibition application form (hereinafter: Application) and fulfilled the obligations arising from these General Terms and Conditions have the right to participate in the Fair.
- 2.2. The deadline for submission of the Exhibition Application is 30 days before the start of the Fair. In case of violation of the positive legal regulations of the Republic of Croatia by the Exhibitor, the sanction for the said violations and the fine shall be borne solely by the Exhibitor.
- 2.3. Direct sales at exhibition spaces are allowed, and Exhibitors are obliged to obtain all necessary documentation and permits in accordance with legal regulations. In case of incomplete documentation, all responsibility is borne by the Exhibitor. If the Exhibitor is liable for fiscalization, they are obliged to comply with the relevant laws and regulations, and shall hold the Organizer harmless against any liabilities arising from non-compliance of such. The Exhibitor shall be responsible for obtaining any sanitary and other permits (regarding product safety, etc.) if selling products for which such permits are necessary. In case of omission and lack of the mentioned permits, the Exhibitor bears full responsibility.
- 2.4. If, due to justified unforeseen circumstances, the Exhibitor requests the withdrawal of their Application in writing no later than 90 days before the start of the fair event and the Organizers accept it, the Exhibitor shall not be invoiced for the contracted value of the exhibition space, and the fees already paid will be returned in full.
- 2.5. If the Exhibitor requests in writing to withdraw their Application no later than 60 days before the start of the fair event and the Organizers accept it, the Exhibitor shall be invoiced 50% of the value of the exhibition space, according to the Lease Agreement, while any excess amount paid shall be returned to the Exhibitor.
- 2.6. If the Exhibitor requests in writing to withdraw their Application no later than 30 days before the start of the fair event and the Organizers accept it, the Exhibitor shall be invoiced for 80% of the value of the exhibition space, according to the Lease Agreement, while any excess amount paid shall be returned to the Exhibitor.
- 2.7. If the Exhibitor cancels less than 30 days before the start of the Fair, regardless of the reasons for the cancellation, the Organizers shall issue an invoice to the Exhibitor for the entire amount of the lease of the exhibition space together with the total costs actually incurred, which relate to, but are not limited to, the costs of additional work on the arrangement of the exhibition space in question, incurred up to the moment of cancellation, without delay in payment. In this case, the exhibition space remains completely at the disposal of the Organizers.
- 2.8. The Organizers have the right to reject the Exhibitor's Application in the following cases:
  - a) The exhibitor has outstanding and overdue debts to the Organizers;
  - b) at the time of submission of the Application, there are no available spaces for exhibition;

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- c) at the time of submission of the Application, the Exhibitor is subject to bankruptcy or liquidation proceedings, or is in an ongoing pre-bankruptcy settlement procedure;
  - d) the activities or the offer of products and services of the Exhibitor are not in accordance with the content and purpose of the Fair.
- 2.9. The exhibition space is chosen by the Exhibitor based on the floor plan of the hall that includes drawn and numbered exhibition spaces, and in accordance with the available capacities.
  - 2.10. The Exhibitor is not allowed to sublease the exhibition space to a third party without the approval of the Organizer.
  - 2.11. In the event of special circumstances, the Organizers have the right to revoke the confirmed and assign another exhibition space even after the notification about the allocated space has been issued.

### 3. EXHIBITION SPACE

- 3.1. Exhibitors are offered exhibition spaces with a gross area of 6.25 m<sup>2</sup> - 80 m<sup>2</sup>, the layout of which is visible on the official floor plan of the Fair.
- 3.2. By leasing the exhibition space, the Exhibitor receives: an unfurnished space of the selected gross area (without carpets and without walls, except for startup stands of approx. 6m<sup>2</sup>), a 3kW power connection, basic lighting in the form of reflectors that are placed on the Exhibitor's structure, and fair tickets for business partners and clients.
- 3.3. The base price for renting an exhibition space is 105 EUR/m<sup>2</sup> + VAT 25%. The Organizers grant a 5% discount for all full payments made until July 1, 2023.
- 3.4. The price for the smallest startup stand of 6.25m<sup>2</sup> (with basic equipment included - background wall based on scaffolding, carpet, desk, 4 chairs, logo area and shelves, basic lighting and power connection) is EUR 1,000 + VAT 25%.
- 3.5. Exhibitors who participated in the Fair in previous years are entitled to a 5% discount for each year of participation.
- 3.6. The Organizers are authorized to offer an exhibition space of a different square footage by combining 2 or more smaller exhibition spaces into one larger one or dividing one larger space into several smaller spaces as a result of objective necessity or due to the needs of the Exhibitor. The organizers also have the right, for justified reasons, to refuse the Exhibitor's request to combine or share exhibition spaces.
- 3.7. If needed, the Exhibitor can send a written request to the Organizers at [sajam@arhibau.hr](mailto:sajam@arhibau.hr) and order an additional power connection, no later than 15 days before the start of the Fair.
- 3.8. Exhibitors who have registered their exhibition are obliged to submit to the Organizer the final design and implementation solution of the exhibition space no later than 6 September 2023.
- 3.9. If the Exhibitor is not able to independently build, equip and arrange the exhibition space, which includes dividing walls, laying the floor and other advanced works, the Exhibitor shall be able to agree on the above with the Organizers. In that case, the

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Exhibitor shall agree the financial terms directly with the Organizers, depending on the Exhibitor's individual needs. The exhibitor is obliged to submit a written request for additional work on the decoration of the exhibition space no later than 30 days before the start of the Fair, which shall be followed by detailed agreements.

- 3.10. The Exhibitor is obliged to design various promotional activities that take place within his exhibition space. These activities are not subject to additional financial conditions, and may include:
- a) Fair discount on its products and services for the duration of the Fair, which would be communicated through the channels of the Organizer and exhibitors;
  - b) Using the online ArhiBau.hr application for business meetings at their own stand at the agreed time;
  - c) Promotion of their products and services at the stand in the form of workshops for special target groups, such as daily prize games;
  - d) Promotion of their appearance at the fair within the framework of their own promotional channels;
  - e) Promotional items for visitors and incentive programs for students and high school students;
  - f) Encouraging socializing in an informal atmosphere at your their stand with music from 18:30 to 20:00h (official opening hours of the fair are from 11:00 to 20:00h);
  - g) Similar activities, about which the Organizer shall be notified by e-mail: [sajam@arhibau.hr](mailto:sajam@arhibau.hr) in order to promote them in a timely manner.
- 3.11. If the Exhibitor wants to organize promotional activities outside the indoor fair area, i.e., in the lobbies outside the hall and the outdoor exhibition area, they are obliged to agree on the conditions of the exhibition exclusively with the Organizers via a written request submitted no later than 15 days before the start of the Fair. Any promotional activity of the Exhibitor's product range outside of the exhibitor's own exhibition space, but within the indoor fair space, must be announced to the Organizers in advance and is also subject to special financial conditions. If the Exhibitor starts a promotional campaign inside the exhibition space in the pavilions or outside the pavilion without the Organizer's approval, the Organizer shall charge a one-time financial penalty in the amount of EUR 1,500 + VAT 25%, due without delay in payment.
- 3.12. During the working hours of the Fair, the Exhibitor is obliged to stay continuously in the leased space, taking care of all exhibits and equipment at their own expense, and dispose of their own waste in designated places.
- 3.13. The Exhibitor undertakes to respect the daily schedule at the exhibition area: arrival before visitors enter and departure up to 15 minutes after closing for visitors. Daily delivery of goods can be done through the freight entrance according to the Organizer's instructions.
- 3.14. The Exhibitor is responsible for all work on the setup of their exhibition space, to be completed by the end of the day preceding the start of the Fair, as well as the installation of all exhibits. The start of assembly of the Fair is scheduled for September 20, 2023, at 08:00h. All work on the setup of the exhibition space must be completed at the latest by 13:00h on September 26, 2023.

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- 3.15. The Exhibitor undertakes to complete all work on the dismantling of the exhibition space no later than October 4, 2023, by midnight.
- 3.16. The Exhibitor is obliged to adhere to the timetable for assembly and disassembly, that is, entry and exit from the fair area, which the Organizers shall deliver no later than 7 days before the start of the assembly of the Fair.
- 3.17. If goods will be delivered during the duration of the Fair, the Exhibitor is obliged to make the deliveries at the designated freight entrance, and only manual delivery of goods to the exhibition area is possible, without the use of a forklift.
- 3.18. The price per m<sup>2</sup> of exhibition space includes the service of basic night security outside the working hours of the Fair.
- 3.19. The Organizers shall inform the Exhibitors in writing about the exact dates of assembly and disassembly of the Fair no later than 7 days before the start of the Fair

#### 4. PAYMENT TERMS

- 4.1. After receiving the Application for exhibiting and reserving the desired exhibition space, the Organizers shall send the Exhibitor a contract proposal that regulates rights and obligations during the Fair. The contract will be made with Katapult promocija d.o.o., Slavenska avenija 26/1, 10000 Zagreb, PIN 65191050926, in cooperation with the Zagreb Society of Architects. Upon signing the contract, the Organizers shall issue an invoice for the total amount of the exhibition fee and any additional fees. The exhibitor is obliged to pay the full amount of the fee no later than 7 days after signing the contract, no later than 30 days before the start of the Fair.
- 4.2. The payment shall be deemed to have been executed properly after the funds reach the Katapult promocija d.o.o. account opened with Erste and Steiermarkische Bank, IBAN: HR5324020061100423722.
- 4.3. If the Exhibitor does not pay the entire contracted amount according to the aforementioned deadlines, i.e., if the entire amount is not paid no later than 90 days before the start of the Fair, the Organizers have the right to cancel the Exhibitor's Registration and the right to exhibit without observing the cancellation deadlines, as well as keep the amount paid until then in the name suffered contractual damages.
- 4.4. In the event that the Exhibitor does not make the payment according to the above-mentioned deadlines, and the Organizers do not cancel the Exhibition Registration for justified reasons, the Organizers shall charge the statutory default interest in force in the Republic of Croatia for each day of delay in payment of contractual obligations.
- 4.5. The organizers shall provide the Exhibitor with a final invoice in the month in which the service is performed. For each payment in the months preceding that month, the Organizers shall not issue separate invoices.
- 4.6. Complaints about the invoice must be submitted to the Organizers no later than 7 days from the date of issue of the Invoice, in writing via the e-mail [sajam@arhibau.hr](mailto:sajam@arhibau.hr).

## 5. TECHNICAL INFORMATION

- 5.1. The organizers bring one 3kW power socket to the floor of the stand in the Exhibitor's exhibition area, while further power supply, depending on needs, is carried out by the Exhibitor in their own arrangement.
- 5.2. If the Exhibitor is not able to carry out the cabling within their exhibition space in their own arrangement, the aforementioned service can be provided by the Organizers, with prior notice and under special conditions that shall be agreed upon depending on the complexity of the service.
- 5.3. Due to the security of the system and sufficient supply, the Exhibitor is obliged to announce if they intend to consume more than 3kW of electricity.
- 5.4. The Exhibitor is not allowed to drill the floor or stick materials on the floor that cannot be removed without damage.
- 5.5. The Organizers shall set up containers for communal waste, where all Exhibitors must independently take and sort the waste.
- 5.6. Exhibitors are obliged to take care of their own waste in the exhibition areas during the duration of the Fair, with disposal and sorting according to Article 5.5. During the assembly and disassembly process of the Fair, Exhibitors must dispose of their own waste at their own expense, without placing it in the containers specified in Article 5.5. If they do not do so, the Organizers shall 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. The smoking area shall be marked and located in an open area.
- 5.8. During assembly and disassembly of the exhibition space, only gas- and electric-powered forklifts and manual pallet trucks are allowed to enter the hall. The Organizers shall provide forklift service for the needs of the Exhibitor during the entire assembly and disassembly period. Exhibitors are recommended to secure their own gas forklifts, if they need them, due to the efficiency of the process.

## 6. SPECIAL PROVISIONS

- 6.1. Marketing and other activities in the Fair area, with the exception of the Exhibitor's own exhibition space, shall be approved by the Organizers in writing upon written request sent to the e-mail address [sajam@arhibau.hr](mailto:sajam@arhibau.hr). The mentioned activities include, among others, recording, catering, sales, distribution of leaflets, etc.
- 6.2. Inclusion of Exhibitors in the list of all Exhibitors that shall be published on the website [www.arhibau.hr](http://www.arhibau.hr) and in the fair and conference brochure is mandatory and free of charge. Due to technical limitations, it is possible to feature only one logo or visual per exhibitor on one exhibitor's position on the Fair's website.

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- 6.3. The Organizers will prepare a B2B platform located on the official website [www.arhibau.hr](http://www.arhibau.hr) as a service to connect visitors and exhibitors. Participation of exhibitors in the B2B platform is mandatory and free of charge. Visitors use the B2B platform to book meeting times and Exhibitor representatives at Exhibitor stands, in half-hour periods between 11 and 20h, on all Fair dates, except opening day September 26, 2023. The exhibitors are obliged to inform the Organizers of time slots in which they are unavailable for meetings due to other promotional activities they are a part of.
- 6.4. Each Fair participant who shall represent the Exhibitor in their exhibition space, shall have official accreditation, and the Exhibitor must designate a representative who shall be authorized to receive all notifications from the Organizer.
- 6.5. Accreditations that will be given to Fair participants from Art. 6.4. enable free entry and exit to the hall, are not transferable, and wearing them is mandatory. In this regard, Exhibitors are obliged to submit the total number of accreditations that will be used by authorized persons during the Fair no later than 15 days before the start of the Fair.
- 6.6. Based on the exhibition area, the Exhibitor has the following number of single entry tickets for business partners and clients at their disposal:
  - up to 20m<sup>2</sup>: 20 tickets;
  - for space from 21m<sup>2</sup> to 60m<sup>2</sup>: 40 tickets;
  - for space from 61m<sup>2</sup> to 90m<sup>2</sup>: 60 tickets;
  - for space above 91m<sup>2</sup>: 80 tickets.Tickets are valid for one-time entry to the Fair, on any day of the event.
- 6.7. If the Exhibitor wants to buy an additional contingent of fair tickets, a discount shall be calculated for 15 or more purchased tickets, and the price of one ticket in that case shall be 4 euros including VAT.
- 6.8. Any activity that disturbs other Exhibitors and visitors spatially or noise-wise is prohibited, as judged by the representative of the Organizer.
- 6.9. The maximum permitted sound volume for each exhibition area is 30dB.
- 6.10. Playing music at the Exhibitor's exhibition space is subject to the Law on Copyright and Related Rights, and the Exhibitor accordingly assumes all material and non-material responsibility for the resulting obligations. At the same time, they assume full responsibility if third parties make any demands regarding the content of the music repertoire and agrees to be responsible for and deal with all requests directed towards the Organizers related to the playing and broadcasting of the music program within the exhibition area. In addition to the above, the Exhibitor shall in that case compensate the Organizers for all damages caused by the demands of third-party natural or legal persons.
- 6.11. By signing the Agreement on participation in the Fair, the Exhibitor authorizes the Organizers and their representatives and associates to create photographic, video and audio recordings in the exhibition area for their own and general needs of the Fair and approves the use of all official visuals and identities of their employees or representatives for the stated purposes. Katapult promocija d.o.o. is the controller of the application of the General Data Protection Regulation (GDPR) and other data protection laws that apply in the member states of the European Union and other

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provisions related to data protection. Questions and inquiries regarding your personal data can be sent to the e-mail: [katapult@katapult.hr](mailto:katapult@katapult.hr).

- 6.12. Organization of the security of the fair space outside the exhibition space of each Exhibitor of the Fair is the responsibility of the Organizer.
- 6.13. If damage occurs inside the exhibition space (theft, damage, etc.), the Organizers are not liable under any circumstances, and the Exhibitor is obliged to report the damage to the nearest police station as soon as possible. The Exhibitor insures their exhibits and equipment inside the exhibition space at their own expense.
- 6.14. The Exhibitor is responsible for damage or accidents caused to the Organizers and other exhibitors, i.e., persons in the exhibition area, if caused by them or their staff.
- 6.15. For the purpose of fulfilling the obligations arising from these General Terms and Conditions, mutual communication between the Organizer and the Exhibitor shall be carried out primarily via electronic mail (e-mail) as a valid means of communication that is fully equated with written communication. Accordingly, the date of sending an electronic mail is considered the date of receipt of a notification, equal to the receipt of the registered mail.
- 6.16. In case of dispute, the court in Zagreb is competent.

Organizer's contacts:

**Snježana Turalija**

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**Slavica Olujić Klapčić**

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