

General Conditions and Terms I
(hereinafter referred to as 'GCT I')

Version 1/2014

1. Term of GCT I

1.1. Subject, content. The present GCT I regulate the conditions applicable to the completion of the Work and provision of Services by the following companies:

EXPOSALE - CZ s.r.o.
ID 25226177

with its registered office at Školská 33/3, 250 92 Šestajovice

represented by Ing. Petr Škarka, Executive Officer,

listed in the Commercial Register maintained by the Municipal Court in Prague, Section C, Entry 90690
and

EXPOSALE a.s.

Reg. No. 60470267

with its registered office at Školská 33/3, 250 92 Šestajovice

represented by Ing. Vladimír Škarka, Chairman of the Board of Directors

Registered in the Register of Companies kept by the Municipal Court in Prague, Section B, insert 17874,

2. Terms

2.1. Work. Under the present GCT I, Work denotes activities consisting in the completion, assembly, disassembly or, where relevant, maintenance of an object (objects), completion of repairs, or adjustments to certain objects, which the Contractor undertakes to conduct for the Client as per the present Contract for Work, and with regard to which the Client undertakes to receive the Work and pay the price set for the execution of the Work.

2.2. Service. Under the present GCT I, Service denotes the service the Contractor undertakes to provide under the Contract and with regard to which, the Contractor undertakes to transfer to the Client the title to any tangible and intangible components thereof, it being understood the Client undertakes to receive the Service and take over any tangible items and tangible carriers containing any intangible items forming component parts of the said Service, and pay to the Contractor the price agreed upon for the Service.

2.3. Delivery. Under the present GCT I, Delivery denotes delivery via a postal licence holder, or by e-mail, or delivery to a data box, or, as the case may be, personal delivery confirmed by both Parties. Except for as stipulated otherwise, all notices under the present GCT I must be made in writing and delivered using any of the aforementioned methods.

2.4. Contractor: Under the present GCT I, Contractor denotes at all times at least one of the corporations listed above under Art. 1 hereof, at all times depending on a specific provision in an Order and/or Contract for Work/Service Contract concluded using the procedure defined under 3.1 of the present GCT I. Client: Client denotes a Party entering into a contract or order with one of the companies given in Art. I of the present GCT I, with a view to implementing a Contract for Work/Service Contract.

2.5 Material breach of obligations. Material breach of the obligations stipulated under a Contract for Work/Service Contract and/or the present GCT I mainly denotes the Contractor's default of meeting the following obligations:

- a) to hand over the Work/provide Services to the Client on a timely and proper basis;
- b) any obligations resulting from liability for defects in the Work/Services.

As regards the Client, material breach of the obligations stipulated under a Contract for Work/Service Contract and/or the present GCT I mainly denotes the Client's default of meeting the following obligations:

- a) failure to supply exhibits, any background documents required for the performance of the Work/provisions of Services
- b) failure to provide assistance to the Contractor under performance of the Work/Service (failure to submit background documents, graphic representations required, etc.)

2.6 a) Contract for Work. Contract for Work denotes the Contract for Work concluded pursuant to Section 3 of the present GCT I.

b) Service Contract. Service Contract denotes a contract for services concluded pursuant to Section 3 of the present GCT I.

2.7 Contractual Penalties. Any and all contractual penalties under the present GCT I shall at all times be payable within 15 days of the billing of each contractual penalty and its Delivery to the other Party.

3. Conclusion of a Contract for Work/Service Contract

3.1 Contract conclusion. A Draft Contract is a Client's written order (for a template of the Order go to www.exposale.cz), which must be demonstrably delivered to the Contractor. A Contract for Work shall be deemed concluded upon Delivery of an Order confirmed in writing and signed by the Contractor to the Client, including where the Contractor makes minor changes or additions.

3.2 Deadline for Order Acceptance and Cancellation. The Contractor must confirm a Delivered Order within 5 business days of its Delivery and Deliver the same back to the Client or notify the Client within an identical time limit that they refuse the said Order. Confirmation or refusal of an Order must be made in writing, signed and Delivered back to the Client.

3.3. Pre-contractual arrangements. Any pre-contractual arrangements (questions, enquiries for technical solutions, prices, deadlines, calls for tenders, contractor's bids, etc.) do not imply any obligation to enter into a contract. Any pre-contractual liability pursuant to Sections 1728-1729 Act No 89/2012 Coll., Civil Code, as amended is hereby excluded with regard to the conclusion of contracts

4. Quality, performance of the Work/Services

4.1. Quality, workmanship and performance of the Work/Services

a) The Contractor is holder of a valid ISO relevant to the standards of the Contractor's Work/Services. The Work must further conform to the conditions agreed as well as a graphic representation of the Work (an approved visualisation/ground plan of the Work, or drawing documentation, which formed part of the Order) as agreed between the two Contracting Parties. The Work must be fit for its intended purposes.

b) Services must be provided in line with the applicable legal regulations, technical requirements and technical and safety standards applicable to the provision of the said Services. Any tangible components of the Services must fully conform to their intended purposes as parts of the Services provided.

4.2. Packaging, securing and protection of the subject of the Work. Where the Work is expected to be transported, the Contractor is obligated to pack and secure the Work at their own expense, except for the exhibits the Client is obligated to secure in transport at their own expense so as to prevent any default in the completion of the Work, including its handover, where such exhibits must be incorporated in the exposition itself. In the event of any default on the part of the Client of meeting the conditions under the present provision, the Contractor shall not be held accountable for any default of completion and handover of the Work/provision of Services compared to the deadline stipulated under a Contract concluded.

5. Documents related to the Work/tangible parts of Services

5.1. Along with the Work/any components of the Services (where applicable), the Contractor must submit to the Client the documents expressly listed in the Contract for Work/Service Contract. If the Contract does not expressly mention such documents, the Contractor must submit to the Client a copy of the handover certificate for the Work including any defects identified by the Client.

6. Performance of the Work

6.1. Performance of the Work. The Contractor must perform the Work at their own expense and risk.

6.2. Client's instructions. While designing the method in which the Work will be performed and while actually performing the Work, the Contractor shall be obligated to follow the Client's instructions. The Contractor is obligated to notify the Client of any inadequate instructions if relevant. Where the Contractor believes any of the Client's instructions is inadequate and the Client insists on such an instruction in writing despite the Contractor's warning as described under the preceding sentence, the Contractor may only withdraw from the Contract for Work if, as a result of the Client's instruction, they cannot complete the Work in such a way as to ensure the same is fit for the agreed-upon or usual purpose.

6.3. Purveyance of items by the Contractor. The Contractor is obligated to purvey any items required for the performance of the Work, except for those that, according to the Contract for Work, shall be purveyed by the Client.

6.4. Purveyance of items by the Client. If, under the Contract for Work, the Client is obligated to purvey items required for the performance of the Work, they must supply the said items to the Contractor by the deadline stipulated under the Contract for Work, or else, within 5 days of Delivery of the Contractor's written request to supply such articles.

6.5. Intellectual property rights. Where the Work results in an outcome of an activity, which is protected by an industrial or any other intellectual property right, a separate contract shall be concluded between the Parties with a view to addressing such industrial or other intellectual property rights. The Client understands that a design of an exposition (visualisation) provided to them is regarded to be an outcome of the Contractor's activity and as such represents copyrighted work within the meaning of the relevant legal regulations. In the event of misuse, the Contractor may claim any damage thus incurred. The Client undertakes and agrees that in the event the Contractor finds out (including where the final Contract for Work/Service Contract has not yet been entered into between the Parties) that the Client or a third party instructed by the Client has used the Contractor's exposition design or any of its component parts developed by the Contractor and provided to the Client, the Client agrees the Client shall be entitled to a contractual penalty amounting to CZK 100,000, including recurrent penalties, for every breach of the present provision. At the same time, the Contractor shall be entitled to compensation of any damage thus incurred.

7. Performance of the Work

7.1. Inadequate items. The Contractor must notify the Client without undue delay of an inadequate nature of the items accepted from the Client to perform the Work provided the Contractor, applying due professional care, can be reasonably expected to identify such inadequacy. If the Contractor believes the items provided by the Client are inadequate for the purposes of the performance of the Work, yet the Client insists on their use despite a notice given by the Contractor as described under the preceding clause, the Contractor may withdraw from the Contract for Work without any other notices.

8. Work handover/Service provision site

8.1. Handover/Service Provision site. Unless stipulated otherwise under the Contract for Work/Service Contract, and unless the Contractor specifies another place, the Work handover/Service provision site shall be the headquarters of the Contractor.

9. Performance term

9.1. The performance term for the Work/Service provision shall at all times be agreed upon individually on a case-by-case basis, against a written contract/order concluded.

10. Liability for defects in the Work / Services

Liability for defects shall be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code. The Client is obligated to review and test the Work/Services immediately upon handover and subsequently notify any defects identified during the handover of the Work/Services by making an entry in the handover certificate. In the event the Work is handed over with no entries in the handover certificate, the Work shall be deemed to have been handed over without any defects. In the event the Client refuses to take the Work/Service over despite the fact that the Work is fit for its intended purpose, or in the event the Client fails to turn up for the handover, the Work shall be deemed to have been handed over free of any defects and on a proper and timely basis.

In the event a defect is identified after handover of the Work/Service, where the defect could not be identified at the handover despite due professional care exercised by the Client, the Client shall document the defect, and send the documentation including a description of the defect without undue delay to the Contractor, namely to an e-mail address set up specifically for this particular purpose, reklamace@exposale.cz, so as to allow the Contractor to come up with an efficient manner of removing the noted defect without undue delay.

11. Price for the performance of the Work/provision of Services

11.1. Price for the performance of the Work /provision of Services. The Client shall be obligated to pay to the Contractor the price for the Work performed/Services provided as stipulated under each specific contract.

11.2. Invoice original. The Client shall pay the price for the Work performed/Services provided by wire transfer, against an invoice. As provided for under Section 26(3) Act No 235/2004 Coll., concerning Value Added Tax, as amended, the Parties agree to mutually issue and send to one another tax documents in electronic format, however only to the e-mail address created specifically for that purpose: invoice@exposale.cz

11.3. Invoice requirements. The invoice must include the essentials of a tax and accounting document, including, without limitation:

- a) order number;
- b) identification and specification of the Work/Service;
- c) job number,
- d) invoicing address,
- e) price for the Work performed/Services provided

11.4. The payment term for advance invoices and invoices is set to 7 calendar days from the date of issue unless the Contract stipulates otherwise. Payment by wire transfer shall be deemed to have been made once the full amount is credited to the Contractor's account. However, this does not apply to payments that have been sent with faulty payment data (such as due to a faulty variable code or with an incorrect amount stated). If the above is the case, the date of the respective payment shall fall on the day on which such a payment is identified by the Contractor. Where the Client is in default of payment under any invoice issued, the Contractor may claim a default interest for each begun day of the default equivalent to 0.05 % of the owed amount.

Where the price of the Work is agreed to be paid in instalments according to a payment schedule, once the Client is in default of payment of any of the instalments, the entire balance of the Client's obligation shall become instantaneously payable.

In the event the Work is not performed due to the Client's breach of their obligation to provide assistance to the Contractor (especially by refusing to hand or take the Work or a part thereof over, purposefully impeding performance of the Work, etc.), the Client shall be obligated to pay to the Contractor a contractual penalty equivalent to 10 % of the contractual price. Payment of the contractual penalty shall be without prejudice to the Contractor's right to compensation of any damages.

In the event the Client is in default of payment of any advance or regular invoice as per the invoicing data within the payment term, the Client agrees that the Contractor is under no obligation to commence with the performance of the Work until such time as full payment under any invoice issued is duly made, it being understood that under such circumstances the Contractor's default of any supplies and services under the Contract concluded shall not be regarded as a breach of the contractual conditions and terms and the Contractor shall have the right to extend the performance term with regard to the Work according to their capacities and at their discretion.

11.5. Offsetting of receivables. The Contractor may unilaterally set off any of their own receivables from the Client, i.e. those under a Contract for Work/Service Contract or the present GCT I, as well as those they obtain by virtue of assignment, payable or not, and barred or not. The Client may not unilaterally set off their receivables against any Contractor's receivables under a Contract for Work/Service Contract or the present GCT I or their receivables associated with the same.

11.6. Assignment of the Contractor's receivables. The Contractor may assign their receivables from the Client under a Contract for Work/Service Contract or the present GCT I even without first obtaining the Client's consent.

11.7. Assignment of the Contract by the Client. The Client may not transfer their rights and obligations under the Contract for Work/Service Contract, or any part thereof to a third party.

12. Termination of a Contract for Work/Service Contract

12.1. Withdrawal from the Contract. Unless the Contract or the present GCT I stipulate otherwise, the Client may only withdraw from the present Contract for Work under the conditions defined under the applicable legal regulations of the Czech Republic, it being understood that either Party shall specifically be entitled to withdraw from the Contract if the other Party enters into liquidation or files for insolvency as a result its bankruptcy. The present right shall survive bankruptcy over the assets of the Contracting Party concerned, and continue to apply as long as the the insolvency trustee may represent they will comply with the Contract.

12.2. If the Contractor is unable to meet their obligations under the Contract as a result of force majeure, they must communicate the fact to the Client along with the related reasons. The Contracting Parties shall subsequently agree to

either amend or prematurely terminate the Contract. The Parties shall be released from liability for partial or complete non-performance of their contractual obligations if the latter are due to the occurrence of force majeure. If, as a result of force majeure, the aforementioned consequences ensue, and such consequences continue to apply for at least 30 days, either Contracting Party may terminate the present Contract by serving a written notice to the other Party.

The term 'force majeure' specifically denotes the following events: war or animosity, riots or civil commotion, state interventions of all kinds, storm, flood, fire or another disaster and circumstances occurring after the conclusion hereof as a result of events not anticipated by the Parties or events of extraordinary nature that the Parties could not have averted. With regard to the Contractor, force majeure further denotes events beyond the Contractor's control, i.e. events and situations having impact, for instance, on subcontractors or carriers. In any event of force majeure, its effects must be directly related to the Work as such.

In the event of force majeure, the term for any contractual obligations hereunder shall be extended by the time during which effects of force majeure applied, including the time demonstrably necessary for the removal of such consequences. The affected Party must inform the other Party of the termination of force majeure and removal of its consequences.

12.3. All consequences ensuing from withdrawal from the Contract shall be governed by the relevant provisions of Act No 89/2012 Coll., Civil Code, as amended (hereinafter referred to as 'NOZ'), it being understood that regardless of which of the Contracting Parties withdraws from the Contract, the Contractor shall be entitled to the price stipulated under the Contract for Work/Service Contract.

12.4. In the event the Client terminates the Contract, they shall be obligated to take over and pay for those parts of the Work that have been functionally completed and are capable of their specific operation or are fit for their specific purpose.

12.5. Premature termination of this Contract, irrespective of the ground of termination, shall have no effect whatsoever on either Contracting Party's rights, claims and liability, which arose prior to the termination of the Contract.

13 Representatives of the Parties

13.1. The persons authorised to act on behalf of the Client and Contractor regarding any technical/organisational matters associated with the enforcement of specific rights and obligations inherent in the Contract, i.e. to act in technical affairs, are determined under the Contract.

Acting in technical matters specifically denotes acting in the following matters:

operational technical management of activities under performance of the Work/provision of Services, monitoring adherence to payment conditions, i.e. reviewing the contents of invoices, statements of work and other background documents used for the payment for work completed; signing minutes from handover/takeover of the Work or parts thereof; approving documentation required for the performance of the Work as developed by the Contractor; updating the performance time schedule

In contractual matters, i.e. especially as regards the following matters:

amendments to the Contract by means of addenda; withdrawal from the Contract; enforcement of contractual penalties and damage compensation; concluding conciliations, settlements and settlement agreements; acting on behalf of the Contracting Parties, persons authorised to represent the Contracting Parties externally as statutory bodies; or persons designated to act in such affairs under the Contract.

14. Notices

All documents intended for the other Contracting Party shall be sent by registered mail to the correspondence address given in the Contract or by e-mail to the e-mail address given under each specific Contract, or via a data message delivered to a data box of each Contracting Party. The documents may also be served by personal delivery to representatives of the Contracting Parties. For personal delivery, a report must be produced and signed concerning such a personal delivery with indication of the background documents provided, number of pages, names of the persons handing and taking the documents over and date of the handover/takeover.

Each Contracting Party shall be obligated to notify the other Contracting Party of any changes to its registered office or correspondence address. A document shall be deemed delivery once received by the other Contracting Party or returned to the sender as non-deliverable, or after the other Contracting Party mars the delivery by their action or omission. Delivery shall be deemed properly effectuated even if the receiving Party refuses to accept the consignment.

15. Intellectual property

In the event a supply and/or Work includes an item protected by an intellectual property right, supply of the Work shall not cause the related intellectual property right to pass from the Contractor to the Client. Similarly, delivery of the Work shall not generate a co-ownership title to the subject of the intellectual property right to be created between the Contractor and the Client.

Where the delivered Work includes a computer programme (software), the Contractor declares to be entitled to the copyright related to the software. Where the delivered Work includes software, the Contractor grants a non-exclusive licence to the Client to use the software in connection with operation and/or use of the delivered Work. The Client is not entitled to grant any further sub-licences without prior written consent of the Contractor.

The software licence is granted for the time period during which the Client is using the Work, unless otherwise agreed upon by the Contractor and the Client.

16. Liability for Damage

16.1. The Contractor's liability for any indirect and consequential damages arising out of non-performance of their obligations in connection with the Contract shall be excluded. Indirect and consequential damages and/or losses denote in particular, without limitation: loss of profit; costs associated with the use of the item; loss incurred as a consequence of late completion, handover and takeover of the Work; non-achievement of the full compliance of the Work with the Contract; guaranteed parameters of the Work unaccomplished; etc.

16.2. In the event the Client is in default of any obligation inherent in the Contract (Order) or the present GCT I, including those inherent in the relevant legal regulations (i.e. including failure to supply the background documents required for the Work to be completed, payment of the price for the Work including any advance payments, etc.), the Contractor shall have the right to withdraw from the Contract.

17. Alterations

17.1. Altered circumstances. The Client assumes the risk of altered circumstances within the meaning of Sections 1765 and 1766, Civil Code.

17.2. The Contractor may amend the present conditions and terms subject to notification of such an amendment provided, in writing, to the other Party within the meaning of Section 1752 NOZ. However, any amendment to GCT I will have to be made in a reasonable manner, which will not affect, in a material manner, any already concluded contract between the Parties so as not to alter the nature of supplies and services provided and any material conditions applicable thereto. The Client may refuse such an amendment based on a notice of refusal served to the Contractor within 14 days of Delivery of the said amendment to GCT I. In the event they fail to do so within the above time limit provided, the proposed amendment to GCT I shall be deemed accepted.

18. Trade Secret

18.1. All information provided by and between the Parties is deemed confidential and regarded as a trade secret. The Parties undertake not to disclose the existence and content of any contract concluded between the Client and the Contractor to any third parties. Without an express written consent of the Contractor, the Client must not disclose or provide to third parties any information or documents related to any contract between the Client and the Contractor that have already been or will be transmitted or otherwise provided to them by the Contractor.

18.2. In the event the obligations under Art. 18.1 of the present GCT I are breached, the Client shall be obligated to pay to the Contractor a contractual penalty amounting to CZK 100,000 for every breach of such obligations, including recurrent ones.

18.3. Provisions of the present Article shall survive the termination of any contract between the Client and the Contractor.

19. Safekeeping contract

For any Framework Contract for Work/Framework Service Contract, the Contractor at once provides for a safekeeping contract related to the exposition or its component parts for further use. The Work includes its transport, following its disassembly, to the safekeeping location and from there to the place of its reassembly. This is assumed to amount to the conclusion of a safekeeping contract within the meaning of Section 2402 of Act No. 89/2012 Coll., the Civil Code, as amended. The Client (custodian) shall pay to the Contractor (safe-keeper) the expenses associated with the safekeeping of the exposition, to be charged as per a related estimate (price offer) along with the price for the Work according to

each specific contract concluded. The above provision shall not be applied where the relevant contract stipulates otherwise.

20. Governing law

20.1. Governing law. The rights and obligations of the Contracting Parties, including those under the conclusion of the Contract for Work/Service Contract, its validity and force are governed by Czech law.

20.2. Civil Code. Under the present General Conditions and Terms, Civil Code denotes Act No 89/2012 Coll., Civil Code, as amended.

20. Severability

20.1. Severability. Should any provision under the Contract for Work or the present GCT I be or become invalid or unenforceable, it shall have no effect whatsoever on the validity and effect of the other provisions under the Contract for Work/Service Contract or the present GCT I. If that is the case, the Contracting Parties undertake to agree to replace the invalid or unenforceable provision with a new provision as close to the purpose contemplated under the original provision as possible.

21. Period of limitation

21.1. Period of limitation. Unless stipulated otherwise under the Contract for Work/Service Contract, the period of limitation for both parties shall be 4 years.

22. The present Conditions and Terms are available at www.exposale.cz and may therefore be archived and reproduced by both Contracting Parties. The Conditions and Terms apply in the extent and wording as contained in the version available at the aforementioned website, subject to the version applicable at the conclusion of each specific contract. By concluding a specific contract, the Contracting Parties confirm they have studied and agree to the present Conditions and Terms. The Contracting Parties are amply informed of and may consult the present Conditions and Terms prior to the actual conclusion of any contract.

Šestajovice, dated 1.1.2015