

ODA 148/11



Supplier:
CPI Hotels, a.s.
Bečvářova 2081/14, 100 00 Praha 10, Czech republic
Reg.Nr./VAT: 47116757/CZ47116757
registrated in th commercial register maintained by the Municipal
Court in Prague in section B, file 1914

Customer:
HT srl
Via della Moscova 13, 20121 Milano, Italy
Tax ID No: 03924730967

Proforma invoice No.: 101130180

Issue Date: 22.03.2011

<i>Date</i>	<i>Description</i>
	75% Deposit for "Meeting during ISS world", in dates 14. - 16.6.2011

EUR incl. VAT 743,00

Due Date 06.04.2011

Please transfer advance payment to:

Bank: Ceska sporitelna, a.s., Olbrachtova 1929/62, 140 00 Prague 4, Czech Republic

Account No.	Currency	IBAN Code
3694052	EUR	CZ34 0800 0000 0000 0369 4052
3693842	CZK	CZ78 0800 0000 0000 0369 3842

Bank Code: 0800
SWIFT CODE : GIBACZPX

As the reason of the payment please use the proforma invoice number

22 MAR. 2011

PAGATO

ODA 148/2011



PROPOSAL - CONFERENCE/ACCOMMODATION ROOMS AND SERVICES



Contractor: CPI Hotels, a.s. Bečvářova 14 100 00 Prague 10 Czech Republic Company ID No.: 47116757 Tax ID No.: CZ47116757	Clarion Congress Hotel Prague Freyova 33 190 00 Praha 9 - Vysočany Czech Republic	Customer: HT srl Via della Moscova 13, 20121 Milano Italy Comp.ID No: 03924730967 Tax ID No: MI1712545
Contact person: Date:	Brona Kralova 18/03/2011	Contact person: Massimiliano Luppi tel.: +393666539760

Event:	HT srl (meeting durins ISS world)
Date:	14. - 16.6.2011
No. of Delegates:	10
Option date until:	confirmed

Conference rooms	Set-up	Price per day	No. of Days	Total
Conference room				750 €
Conference suite - SPECIAL RATE	board for 10 pax	250 €	3	750 €
Total price for the conference rooms incl. VAT:				625 €
Total price for the conference rooms excl. VAT:				625 €

Prices are incl. 20% VAT (VAT is subject to change).

Meal plan	Price per Unit	Quantity	No. of Days	Total
Specification				0,0 €
TO BE SPECIFIED LATER				0 €
Total price for the catering incl. VAT:				0 €
Total price for the catering excl. VAT:				0 €

Prices are incl. 20% VAT (VAT is subject to change).

Technical Equipment	Price per Unit/Day	Quantity	No. of Days	Total
Specification				240,0 €
1 MEGA LINE (1024kbps)	80 €	1	3	240 €
other AV to be specified				240 €
Total price for the technical equipment incl. VAT:				240 €
Total price for the technical equipment excl. VAT:				240 €

Prices are incl. 20% VAT (VAT is subject to change).
Technical assistance in amount 37,50 EUR per hour in case of using outside AV vendor.

Total price for the conference services incl. 20% VAT: 990 €
 Total price for the conference services excl. 20% VAT: 825 €

Form of Payment:	Invoice
Deposit (%):	75
Amount of the Deposit (EUR):	743 €
Maturity Day of the Deposit:	

Prague, Date:

 on behalf of Contractor
 Mr. Miroslav Bukva
 Managing Director
 Clarion Congress Hotel Prague****

 on behalf of Customer

The integral parts of this proposal/order are the Payment and Cancellation conditions below.

Payment Conditions

1. The Customer undertakes to pay the aggregate price for proper performance of activities pursuant to above order. This price is preliminary and its final amount shall depend on the actual number of participants and date of specifying their number.
2. The Customer undertakes to pay in advance for the above-specified event amounting at least to 75% of the aggregate price set out in order, i.e. based on the approved preliminary calculation. The advance payment shall be remitted to the Contractor's account based on an advance payment invoice issued as of the execution date of this Agreement no later than by the payment date of such invoice.
3. In the event of any delay with payment of the advance payment invoice, the Contractor shall be entitled to withdraw from this Agreement, since both parties hereby agree that it shall constitute a material breach of contractual obligations. If the Contractor does not exercise this right, it shall be entitled to charge a contractual penalty to the Customer amounting 0.5% of the invoiced advance for each day of delay with which the Customer hereby agrees and undertakes to pay such contractual penalty any time it is billed to the Customer.
4. The Contractor shall provide the services in compliance with applicable legal regulations and in compliance with the prices set out in order. Any other services provided above the scope of this Agreement or above the scope of a binding order, unless agreed otherwise, shall be paid by the Customer's clients directly to the Contractor (the hotel). Unless the parties agree otherwise, the consumed beverages shall be charged including VAT and according to their actual consumption.
5. The Contractor shall invoice services after their provision. The invoice shall include a hotel bill and a voucher.
6. The Customer undertakes to pay the issued invoices on time, no later than within 14 days after their issuance. The moment of payment shall be deemed the moment of crediting the relevant amount to the Contractor's account.
7. Starting from the first day after the payment date of each invoice, the parties agree on default interest to be paid by the Customer to the Contractor in the amount of 0,05% of the amount due for each commenced day of delay. The Customer further undertakes to reimburse the Contractor for all costs incurred in connection with recovering the above-specified receivables.
8. The Contractor undertakes to process any complaints regarding invoices within three business days after the receipt of a justified complaint from the Customer and the Customer hereby undertakes to provide any cooperation necessary. The payment term for the Customer shall be extended by the prior of the complaint processing. Should the complaint prove to be unjustified, the payment term shall not be extended.
9. In the event Customer reasonably disputes any item, Customer will pay the invoice less the disputed amount. The parties shall negotiate in good faith to resolve the disputed amount within thirty

Cancellation Conditions

1. In the event of cancelling a binding order of premises (halls, launges, etc.), cancelling or reducing the number of participants for ordered meal, set out in order, the Contractor shall be entitled to request that the Customer pay cancellation fees (contractual penalties) as follows:

from the Agreement execution date to 30 days prior to the event date	25% of the aggregate price of ordered conference rooms and services
from 29 to 15 days prior to the event date	50% of the aggregate price of ordered conference rooms and services
from 14 to 7 days prior to the event date	75% of the aggregate price of ordered conference rooms and services
from 6 days prior to the event date	100% of the aggregate price of ordered conference rooms and services (i.e. the whole price)

The amount of the cancellation fees for the ordered meal will be decreased in 10% of the allowed reduction.

2. In the event of cancelling a binding order of accommodation, the Contractor shall be entitled to request that the Customer pay cancellation fees (contractual penalties) as follows:

from 91 and more days prior to arrival	10% of the aggregate price for accommodation
from 90 to 61 days (inclusive) prior to arrival	25% of the aggregate price for accommodation
from 60 to 31 days (inclusive) prior to arrival	60% of the aggregate price for accommodation
from 30 to 15 days (inclusive) prior to arrival	90% of the aggregate price for accommodation
from 14 days prior to arrival to the date of arrival	100% of the aggregate price for accommodation (i.e. the whole price)

3. The parties hereby agree that cancellations shall only be effective if made in writing.

General Conditions

1. No brought meals or beverages may be consumed during the events without prior consent. Even if such consent is given, the Contractor shall be entitled to charge a fee for brought meals and beverages in the amount of CZK 400 per person.
2. The agreed price for lease of non-residential premises shall include, in addition to the lease itself, only the premises preparation and furnishing, if any furniture is available. The price shall not include technical equipment and its operation.
3. Any musical or other program must be ordered in advance, including the agreement on its price, with the responsibility for observing applicable regulations, in particular in the field of copyright, lying with the Customer.
4. The Customer shall be obliged to ask the Contractor for prior consent with the installation of any promotional materials and items. The Customer shall be liable for any damage caused in connection with the installation and for the observance of security regulations in the course of the installation. If the installation is ensured by the Contractor, the costs of the installation and dismantling shall be charged to the Customer separately.
5. The Contractor shall be liable for any valuables brought into the hotel in connection with the event only within the scope set out in Section 434 (1) of the Civil Code. The Contractor shall be liable for brought-in items (clothing, musical instruments, etc.) only if these are stored at a place designated for this purpose (e.g. cloakroom). Free capacity of the hotel safe box may be used for depositing valuables. The Contractor shall not be liable for insurance of any items that will be exposed in the scope of presentations, exhibitions, etc. This is full responsibility of the Customer.
6. The Contractor shall be liable for damage suffered by the Customer by loss or destruction of brought items up to the amount stipulated by applicable laws. The Customer, as the event organiser, shall be liable to the Contractor for damage caused by the guests, employees of the Customer and people authorised by the Customer occurring in the course of or in direct connection with the event.
7. Following conditions apply to import of items from abroad. The Customer is obliged to inform the Contractor about delivery and volume of imported items in advance. The Customer is also liable for ensuring delivery and restoration of the items to and from the hotel. The Customer is liable for clearance of the items prior to its delivery to the hotel and is obliged to ensure appropriate insurance of the imported items. In case of heavy loads the Customer is obliged to ensure unloading and loading of the items. The Contractor shall not be liable for damage or loss of the imported items.
8. Using the name of the hotel and its logo in media, press, print, etc. is allowed only with prior printed consent of the Contractor.
9. The Customer is obliged to inform their delegates that all sleeping rooms and the Conference floor of Clarion Congress Hotel Prague are non-smoking.
10. All correspondence between the Contractor and the Customer related to the stipulated event is considered as a constituent of this order.

Prague, Date:

on behalf of Contractor
Mr. Miroslav Bukva
Managing Director
Clarion Congress Hotel Prague****

on behalf of Customer