



**RULES AND REGULATIONS OF THE FAIR  
ORGANISED BY  
PTAK WARSAW EXPO**

## **1. General**

- 1.1. The provisions of these Terms and Conditions apply to any entity (hereinafter referred to as the "Fair Participant") participating in the fair in Nadarzyn (hereinafter referred to as the "Fair"), organized by the company under the name of PTAK WARSAW EXPO Sp. z o.o. with its registered office in Nadarzyn (code 05-830), 62 Al. Katowicka Street, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under KRS number 0000671001, NIP 534-254-45-79, REGON: 366965350 (hereinafter referred to as the "Organizer").
- 1.2. These Terms and Conditions are an integral part of **the Application** for Participation in the Fair. In the event of any discrepancy between the content of the Agreement and the Terms and Conditions, the provisions of the Agreement shall prevail.
- 1.3. Notwithstanding the provisions of the Regulations and the Agreement, all participants of the Fair are also obliged to comply with the order regulations, including the Regulations of the PTAK Warsaw Expo Facility, in force at the place where the Fair is held, as well as separate regulations, including in particular the provisions in the field of occupational health and safety and fire protection regulations.
- 1.4. Information published on the Organizer's website, in catalogues, brochures, leaflets, advertisements and other publications does not constitute an offer within the meaning of the Civil Code, even if it is provided with an approximate price. Publications concerning the products offered by the Organizer are for information purposes only, while the samples and samples issued by the Organizer are for reference and exhibition purposes. Detailed technical data provided in publications are subject to change at any time. The photos posted on the Organizer's website are used only to present examples of the Fair. Photos and descriptions placed under individual Fairs may be provided by a third party and do not constitute a public assurance of the Organizer or his representative, a person who places an item on the market within the scope of his business activity, or a person who, by placing his name, trademark or other distinctive sign on the item sold, presents himself as a manufacturer, referred to in Article 5561 § 2 of the Civil Code.

## **2. Conclusion of the Participation Agreement in the Fair**

- 2.1. An Exhibitor interested in participating in a specific Fair shall submit to the Organizer's representative by sending by e-mail or handing over in person **the "Application form" (application form or withdrawal form)**, hereinafter referred to as **the "Application" or "Agreement"**, duly completed and signed by persons authorized to represent the Exhibitor. Persons signing the **Application** at the same time represent and warrant that they are duly authorized to enter into the agreement on behalf of the Exhibitor. By submitting an Application, you have read and accepted these Terms and Conditions.
- 2.2. In the event of improper filling, failure to complete or completion in a manner that raises doubts regarding the submitted Application or other forms, the Organiser has the right to demand that the Exhibitor fill them in again, under pain of not concluding the Agreement.
- 2.3. The Agreement for participation in the Fair is concluded at the time of confirmation by the Organizer of acceptance of the Application for implementation by sending an e-mail to the Exhibitor's address provided in the Application.
- 2.4. The above procedure also applies to the ordering by the Exhibitor of any additional products and services as well as equipment that may be related to the organization of the Fair presented by the Organizer. The conclusion of the Agreement, as well as the orders for additional products or services, will be treated by the Parties as performed as part of the same trade fair event covered by the Agreement. Any change to additional products, services and equipment may only be made by amending the Agreement, subject to the provisions of these Terms and Conditions.
- 2.5. The Organizer reserves the right to refuse to accept the Application for execution without giving a reason. The Organiser shall provide this information by e-mail to the e-mail address indicated in the **Application**. In such a case, no Agreement shall be concluded between the Parties, and the Exhibitor confirms that it will not be entitled to any claims against the Organizer that may arise in this respect.
- 2.6. The Organizer has the right to refuse the Exhibitor participation in the Fair if the Exhibitor is in arrears with any fees to the Organizer. In such a case, the Parties agree that the Organiser is not obliged to perform any performance for the Exhibitor that may result from the Agreement, and the Exhibitor undertakes not to pursue any claims against the Organiser that may arise in this respect.
- 2.7. The Fair is open to Exhibitors presenting an offer consistent with the thematic scope of the Fair to which the Applications relate. It is not allowed to display goods or services that:
- 2.7.1. are inconsistent with the subject matter of the Fair,
  - 2.7.2. infringe or may in any way infringe the rights of third parties,
  - 2.7.3. are or may be contrary to applicable law,
  - 2.7.4. relate to or may lead to infringement of intellectual property rights, including the Act of 4 February 1994 on Copyright and Related Rights (Journal of Laws 2019.1231, i.e. of 2019.07.03, as amended) and the Act of 30 June 2000. Industrial Property Law (Journal of Laws 2020.286, i.e. of 2020.02.21, as amended) of both the Organizer and third parties,
  - 2.7.5. constitute or may constitute materials that may result in the commission of acts of unfair competition or other publications similar in content or operation,
  - 2.7.6. concerns or discloses false or untrue personal data of the Exhibitor or the Organizer or persons associated with them in any way.

### 3. Right of withdrawal

- 3.1 Each Exhibitor may, within 14 days from the date of receipt of the information indicated in 2.3., submit a statement of withdrawal from the Agreement.
- 3.2 The statement must be submitted in writing to the address of Ptak Warsaw Expo Sp. z o.o. or by e-mail to the address of formularze@warsawexpo.eu otherwise it will be null and void. The declaration of withdrawal must be unconditional and irrevocable. Statements made by telephone will not be considered to have been effectively made.
- 3.3 In the event of an effective Withdrawal, the Organiser shall return to the Exhibitor all payments received, immediately, in each case no later than 21 days from the date on which the Organiser received the statement of withdrawal from the agreement.

### 4. Payments

- 4.1 The amount of the Fee for participation in the Fair and its components, as well as the prices of other services related to the Exhibitor's participation in the Fair, are indicated in the **Participation Application document** and in the appendices. At the same time, the Exhibitor undertakes to timely pay the Organizer the Fee for participation in the Fair and remuneration for other services.
- 4.2 The Exhibitor is obliged to pay the entire Fees for participation in the Fair no later than 30 days before the first day of the Fair covered by the Application, to the Organizer's bank account indicated on the invoice.
- 4.3 The Exhibition is obliged to make an advance payment in the amount of 10% of the value of the Fee for participation in the Fair within 30 days from the date of conclusion of the Agreement, to the Organizer's bank account indicated on the invoice.
- 4.4 The advance VAT invoice referred to in section 4.3 shall be issued within 14 days from the date of conclusion of the Agreement, with a payment date taking into account section 4.3. A VAT invoice including the settlement of the Fee for the entire participation and including the VAT invoice advance referred to in the previous sentence will be issued within the deadlines specified in these Terms and Conditions or in separate regulations.
- 4.5 In the case of concluding an agreement for participation in the Fair less than 30 days before the first day of the Fair, the Exhibitor is obliged to pay the Fees for participation in the Fair, within 7 days from the conclusion of the Agreement, but no later than before the first day of the Fair, to the Organizer's bank account provided in e-mail correspondence. In such a case, paragraphs 4.3 and 4.4 shall not apply.
- 4.6 The Organiser may refuse to provide the Exhibitor with exhibition space in a situation where the Exhibitor has not paid all fees due to the Organiser under the Fair Participation Agreement until they are paid, documented by a payment confirmation or payment of all the Organiser's receivables at the Organiser's headquarters. The Parties acknowledge that in the event of refusal to provide the Exhibitor with the exhibition space referred to in the previous sentence of the case, the Organizer is not obliged to perform any performance for the Exhibitor that may result from the Agreement, and the Exhibitor undertakes not to pursue any claims against the Organizer that may arise in this respect, and furthermore, the Organizer is entitled to retain the entire advancepayment made by the Exhibitor, referred to in paragraph 4.3.
- 4.7 In the event of refusal, in accordance with section 4.6, to make the exhibition space available to the Exhibitor due due to the failure to pay the Participation Fee for all fees due to the Organiser resulting from the Application,

the Organiser shall have the right to withdraw from the Agreement within 14 days from the due date of payment and to seek payment from the Exhibitor of a contractual penalty in the amount of 100% of the gross amount resulting from the "Application for Participation" in connection with the readiness to perform its performance towards the Issuer. The amount referred to in the previous sentence becomes due within 7 days from the moment of receipt by the Exhibitor of the Organizer's withdrawal statement.

- 4.8 In the event of the Exhibitor's delay in paying any part of the fees resulting from the Application or specified in section 4.7., the Organiser shall be additionally entitled to statutory interest for delay in commercial transactions in the amount resulting from the Act on Payment Deadlines in Commercial Transactions.
- 4.9 If the Exhibitor does not exhibit at the ordered stand at the Fair, the Organizer has the right to impose a contractual penalty on the Exhibitor in the amount of 7% of the gross amount resulting from the concluded agreement for each day of the Exhibitor's absence from the Fair.
- 4.10 The Exhibitor is obliged to pay a flat-rate, non-refundable service fee to the Organizer, which is intended to cover the costs of maintaining the facility in operation during the days of assembly and disassembly, including the costs of water, heating, waste disposal, etc. The service charge is PLN 25/m<sup>2</sup> net and is calculated on the basis of the area indicated in the Application specified by the Exhibitor in the Application.
- 4.11 The Exhibitor is obliged to pay a flat-rate fee for electricity, which will be determined as the product of: the ordered power (KW), the duration of the Fair and the rate (price) for electricity applicable one month before the start of the Fair. The Exhibitor will be informed about the amount of the above-mentioned fee at least one month before the start of the Fair and will receive an appropriate invoice in this regard; paragraph 4.5 shall apply *mutatis mutandis*.
- 4.12 The Organizer does not guarantee the execution of orders for services that were placed later than 7 days before the first day of the Fair and have not been confirmed by the Organizer. The Exhibitor acknowledges that the Price for such orders is higher by 30% compared to the prices given in the price lists and forms. If an order for services is placed during assembly or the Fair, the price is payable at the Fair's ticket office at the time of placing the order. In other cases, the Exhibitor is obliged to pay the price/fees at the first request of the Organizer to the bank account indicated by the Organizer.

## 5. Provision of exhibition space

- 5.1 The Exhibitor shall select the exhibition space in the **Application**, subject to section 2.3.
- 5.2 The Organizer assigns the location of the exhibition space, taking into account the order of Applications, elements of development designs and any justified and rational wishes of the Exhibitor, depending on its availability, capabilities, organizational and technical conditions and safety reasons.
- 5.3 The Organizer is entitled to change the location of the exhibition space, which does not constitute an amendment to the agreement for participation in the Fair and does not give rise to any claims against the Organizer on the part of the Exhibitor. The Organizer shall inform about the change of the location of the Exhibitor's exhibition space by e-mail to the e-mail address indicated by the Exhibitor in the **Application**.
- 5.4 The Organiser has the right to change the location and numbering of the exhibition space, which does not constitute an amendment to the agreement for participation in the Fair and does not result in any claims against the Organiser. The Organizer shall inform about the change of the location and numbering of the Exhibitor's exhibition space by e-mail to the e-mail address indicated by the Exhibitor in the **Application**.
- 5.5 In the event that the Exhibitor fails to pay the participation fee resulting from the agreement concluded on the basis of the Participation Application within 3 days before the start of the Fair, as well as in the event of the Exhibitor's resignation after the deadline resulting from the agreement, in the case of Exhibitors who are not

covered by technical support or who refused to conduct a technical interview or the technical interview was not conducted without the Organizer's fault, as well as in the case of Exhibitors who are not covered by the stand preparation procedure and in other cases when the Organizer is ready to perform the agreement resulting from the Application for Participation, and the Exhibitor does not proceed to perform this agreement, the Organizer is entitled to change the location of the Exhibitor without notifying the Exhibitor and move the Exhibitor's location to another zone, without the need to publish an appropriate layout, which does not affect the validity of the contract. Such a change does not result in any claims against the Organizer.

- 5.6 An exhibitor intending to sell any products during the Fair covered by the Application is obliged to obtain the prior written consent of the Organizer in this regard, under pain of nullity, as well as to have a cash register or other necessary elements of such sales, in accordance with the applicable regulations.
- 5.7 The exhibitor undertakes to have licenses and approvals for all items on the stand.
- 5.8 In the case of the Fair concerning certified goods, the Exhibitor is obliged to have an appropriate certificate. In the absence of a certificate, the Organizer may refuse to provide the Exhibitor with exhibition space. Paragraphs 4.6 and 4.7 shall apply *mutatis mutandis* to this paragraph.
- 5.9 Individual construction made by the Exhibitor requires prior approval by the Organizer, confirmed at least in documentary form within the meaning of the Civil Code.

## 6. Sharing exhibition space with another entity

- 6.1 The Exhibitor has the right to make all or part of the exhibition space available to another entity (Sub-Exhibitor) only with the prior written consent of the Organizer, otherwise it will be null and void. In the event that all or part of the space is made available to the Sub-Exhibitor without the prior consent of the Organizer, the Exhibitor shall pay the Organizer a contractual penalty in the amount of PLN 10,000 for each case of violation, but not more than twice the Fee paid by the Exhibitor for participation in the Fair.
- 6.2 The Exhibitor is obliged to notify the Sub-Exhibitor to the Organizer on a separate **Application**, which must also be signed by a person authorized to act on behalf of the Sub-Exhibitor; paragraphs 2.1.-2.5 shall apply accordingly. The Parties stipulate that the Sub-Exhibitor shall not become a party to the Agreement between the Exhibitor and the Organizer.
- 6.3 The Exhibitor is obliged to ensure that the Sub-Exhibitor has read the Fair Regulations and other documents indicated in paragraphs 1.1 – 1.3.
- 6.4 The Organizer charges a fee of PLN 450 NET from the Exhibitor, as the entity submitting the Sub-Exhibitor, within 7 days from the date of application. The Organizer reserves the right to withdraw the consent to make all or part of the exhibition space available to the Sub-Exhibitor in the event of non-payment of the fee indicated in the previous sentence.
- 6.5 The Exhibitor accepts responsibility towards the Organizer for any acts or omissions of the Sub-Exhibitor, which shall be treated as an act or omission of the Exhibitor himself. In particular, but not exclusively, it concerns the Subissuer's compliance with the obligations arising from the documents indicated in section 6.3.
- 6.6 On the area referred to in point 5.1, the Sub-Exhibitor may present only products consistent with the theme of the Fair. Paragraph 2.7 shall apply.
- 6.7 It is forbidden to advertise on the stand any entities, goods or services that do not concern, are not related to or originate from the Exhibitor or Sub-Exhibitor.
- 6.8 In the event of a breach by the Exhibitor or Sub-Exhibitor of section 6.3., regardless of section 6.5., the Organizer shall be entitled to demand from the Exhibitor the payment of a contractual penalty in the amount of 25% of the Fee paid by the Exhibitor for participation in the Fair, for each case of violation, but not more than twice the fee.

6.9 In the event of a breach by the Exhibitor or Sub-Exhibitor of clauses 6.6 or 6.7., regardless of section 6.5., the Organiser shall be entitled to demand from the Exhibitor the payment of a contractual penalty in the amount of PLN 10,000.00 for each case of violation, but not more than twice the Fee paid by the Exhibitor for participation in the Fair.

## 7. Advertising and Exposure

- 7.1 The exhibitor is entitled to display and advertise its products (goods and/or services) only on the allocated exhibition space, provided that its exhibits or building elements of the allocated space:
- 7.1.1 will not obstruct or impede access to neighbouring exhibitions,
  - 7.1.2 will not interfere with the normal course of work of other Exhibitors,
  - 7.1.3 are in line with the thematic scope of the Fair.
- 7.2 The Exhibitor shall not be allowed to use sound or other equipment that may interfere with the ordinary course of work of other Exhibitors or the Organizer or for other reasons is or will prove to be a nuisance or danger to third parties. In the event of the display of products in a manner inconsistent with the Agreement, the Organizer shall be entitled to demand from the Exhibitor the payment of a contractual penalty in the amount of PLN 10,000.00 for each case of violation, but not more than twice the Fee paid by the Exhibitor for participation in the Fair.
- 7.3 Each rented exhibition space must be equipped with its own lighting, which will be accepted by the Organizer at least in the form of a document or ordered from the Organizer.
- 7.4 Placing the Exhibitor's advertisements or other promotional activities outside the purchased stand require the prior written consent of the Organizer under pain of nullity and are subject to an additional fee indicated in the Price List of additional services. In the event of placing advertisements or conducting advertising, promotional or marketing activities in a manner inconsistent with the Agreement, the Organizer shall be entitled to demand from the Exhibitor the payment of a contractual penalty in the amount of PLN 10,000.00 for each case of violation, but not more than twice the Fee paid by the Exhibitor for participation in the Fair. Paragraph 2.4 shall apply mutatis mutandis to this paragraph.
- 7.5 The proposed forms of advertising are included in the Organizer's information catalogue. Depending on the type of advertising products ordered and any reasonable needs, the Exhibitor, the Exhibitor and the Sub-Exhibitor are obliged to provide the Organizer with their contact details and electronic files with graphics, logos, trademarks or other materials subject to publication by the Organizer, in a form that allows the Organizer to use them in connection with the organization or promotion of the Fair. within two weeks of submitting the participation, under pain of not being published by the Organiser, with the right to remuneration for their publication.
- 7.6 The Organizer may refuse to publish materials provided to him by the Exhibitor for the purpose of publishing them in connection with the organization of the Fair. Paragraph 2.7 shall apply mutatis mutandis. At the same time, the Organizer reserves the right to shorten or correct the materials sent for publication.
- 7.7 The Organiser shall not be liable for the content of advertising, promotional or information materials provided to it by the Exhibitor, which the Organiser or the Exhibitor has published in connection with the organisation or promotion of the Fair. To the extent specified in the previous sentence, the Exhibitor undertakes to release the Organizer from the obligation to satisfy any claims of third parties against the Organizer arising in this respect.
- 7.8 It is forbidden for the Exhibitor and other participants to promote other fair facilities and trade fair events on the Fairgrounds during the Fair. This prohibition does not apply to the promotion of subsequent editions of the Fair. In the event of a breach of this paragraph, the Organiser shall be entitled to demand from the Exhibitor the payment of a contractual penalty in the amount of PLN 10,000.00 for each case of violation, but not more than twice the Fee paid by the Exhibitor for participation in the Fair.



7.9 It is forbidden to distribute advertising materials by hostesses on the premises of the Fair, subject to section 9.5 of the Regulations, unless the Parties specify otherwise in the Agreement.

7.10 The Exhibitor agrees to the promotion of his/her company by the Organizer and, at the time of concluding the Agreement in this respect, grants the Organizer a non-exclusive, free-of-charge, territorially or temporarily unlimited license for the Organizer to use the company, logo, as well as photos of the Exhibitor provided to the Organizer, including content published on the Exhibitor's websites and social media, as well as photos and video materials created by the Organizer (hereinafter: Materials), in order to place them on all of the Organizer's social media channels or its websites in all fields of exploitation known at the time of concluding the Agreement/listed below:

a) in the field of recording and multiplication of the Materials – production of copies of the Materials provided to the Organizer using a specific technique, including printing, reprography, magnetic recording and digital technology;

b) in the scope of trade in copies on which the Materials have been recorded – as part of the promotion of the Fair, for which the graphic and promotional materials or logos will be prepared;

c) in the scope of dissemination of the Materials made available in a manner other than those specified above – by public performance, exhibition, display, reproduction, broadcasting and rebroadcasting, dissemination, as well as making the Materials available to the public in such a way that everyone can have access to them in a place and at a time of their choice (on the Internet), including placing them on posters, banners, flag banners, posters, leaflets or other printing materials, broadcast on television or on displays belonging to the Organizer, in newsletters, on websites, in social media.

The licence specified in this paragraph also entitles the Organizer to make a sublicense to the entities indicated in section 12.4.

7.11 The Exhibitor declares that it owns the copyrights to the Materials to the extent enabling the performance of the obligations under this Agreement. To the extent specified in the previous sentence, the Exhibitor undertakes to release the Organizer from the obligation to satisfy any claims of third parties against the Organizer arising in this respect.

7.12 Along with the licence granted, the Organizer acquires ownership rights to the copies on which the Materials issued to the Organizer have been recorded.

7.13 If the Organizer makes a building for the Exhibitor, the Organizer agrees to place its logo and trademarks in the Organizer's portfolio, including the placement of photos of the completed construction containing the logo or trademarks in the portfolio. In such a case, the provisions of this Section 7 shall apply mutatis mutandis.

7.14 It is forbidden to use, disseminate, make available to third parties the development designs presented by the Organizer, as well as to make their studies and changes to them. These projects are subject to legal protection, in particular, but not exclusively, under the Act on Copyright and Related Rights.

7.15 The Exhibitor agrees to his/her free-of-charge participation in the promotional material created by the Organizer or an entity indicated by the Organizer, including in particular in the audiovisual material – within the scope of his/her participation in the Fair covered by the Application. The provisions of this Section 7 shall apply mutatis mutandis.

## **8. Liability**

8.1 The Organizer shall not be liable for damage, theft and destruction of items at the Exhibitor's stand, including in



particular, but not limited to those caused by third parties, for which it is not responsible – such as other visitors, other Exhibitors, etc.

- 8.2 The exhibitor is solely responsible for the items in the exhibition space made available to him. The Exhibitor is obliged to deliver the items to the stand on their own and to remove them after the end of the Fair within the time limit set for dismantling.
- 8.3 The Exhibitor shall be liable for any damage caused to the Organizer or third parties by the Exhibitor or a third party for which it shall be liable.
- 8.4 The Exhibitor is obliged to immediately notify the Organizer of the occurrence of any event causing or threatening to cause damage.
- 8.5 The Organizer recommends that the Exhibitor conclude appropriate property insurance contracts with respect to the risks associated with participation in the Fair and civil liability insurance for any damage caused in connection with participation in the Fair.
- 8.6 Products and products presented during the Fair should have certificates of assessment of compliance with separate standards or regulations, including in particular, but not limited to the standards concerning the safety of these products and products and fire safety.
- 8.7 The Exhibitor declares that it owns the copyrights, necessary licenses and rights to the products located at the exhibition stand or used by the Exhibitor. The Organizer shall not be liable to the Exhibitors, Sub-Exhibitors or third parties for infringement of their intellectual property rights (including industrial design, utility model, trademark), copyrights and related rights, geographical indications, know-how, etc., resulting from the untruth of the above statement. To the extent specified in the previous sentence, the Exhibitor undertakes to release the Organizer from the obligation to satisfy any claims of third parties against the Organizer arising in this respect.
- 8.8 The Organizer shall not be liable to the Exhibitor who took part in the Fair due to the failure to obtain visas or other documents required in the territory of the Republic of Poland. In the situation referred to in the previous sentence, the Organizer is not obliged to return the amounts paid to the Exhibitor, as well as the Exhibitor remains obliged to pay all Fees in accordance with the Agreement, including for the ordered services.
- 8.9 The Organizer shall not be liable for any interruptions in the supply of media and services caused by circumstances not attributable to the Organizer, including those attributable to the provider of these media and services.
- 8.10 Neither Party shall be liable to the other Party for delays or failure to perform the contract of sale due to force majeure. "Force Majeure" shall be understood as any events beyond the control of the Parties to the Agreement, which were not known at the time of conclusion of the Agreement, and which could not have been foreseen or prevented, including in particular those caused by: natural disasters (flood, earthquake, fire, explosion, natural disasters), military conflicts, interventions of state authorities.
- 8.11 Strikes within the organization of any of the parties to the Agreement and other blockades or collisions resulting solely from reasons within the organization of any of the parties to the Agreement shall not be considered Force Majeure.
- 8.12 The circumstances indicated in paragraphs 8.8-8.11 also apply to the period after the end of the Fair, when exhibits, equipment and other similar things remain at the fairgrounds.
- 8.13 The Exhibitor is obliged to insure itself against civil liability, as well as to insure its property brought to the Organizer's premises, both for the duration of the fair and for the period of assembly and disassembly. For the avoidance of doubt, the Parties declare that they do not conclude any agreement between themselves for the storage of any items left by the Exhibitor at the stand or on the premises of the Organizer.

8.14 All complaints and claims arising from participation in the Fair should be submitted in writing, under pain of nullity, by the last day of the Fair at the latest. After the expiry of this period, all complaints and claims will not be taken into account. Any agreements between the Exhibitor and the Organizer, as well as any decisions resulting therefrom, must be made in writing, otherwise they will be null and void.

## **9. Design, assembly and dismantling of stands**

9.1 The Exhibitor may commence assembly works on the days designated for assembly, the date of which will be announced on the Fair's website no later than 30 days before the first day of the Fair. The Organizer may also order the work to be stopped if it considers that it violates the Regulations of the venue or threatens the order or safety of persons or property, of which it shall immediately inform the Exhibitor. Before the start of the assembly of the stand, the Exhibitor is obliged to present the technical design of the stand with projections and visualization for approval, no later than 21 days before the first assembly day of the Fair. The acceptance of the Exhibitor's stand should be confirmed at least in the form of a document.

9.2 Bodywork made individually by the Exhibitor requires prior approval by the Organizer – confirmed at least in the form of a document. For stands in individual construction, the date of commencement of assembly will be announced by the Organizer 30 days before the first day of the Fair.

9.3 An exhibitor who has ordered a space without a construction is obliged to submit in writing, within 21 days before the first assembly day of the Fair, the following data of the entity performing the construction of the stand: company, address, NIP, a list of employees authorized to enter the area of PTAK WARSAW EXPO – with an indication of the person responsible for contact with the Organizer, as well as the design of the stand in individual construction with projections and visualization.

9.4 In the case of assembly or disassembly at a date other than specified by the Organizer, it is necessary to obtain the consent of the Director of the Technical Department and pay an additional fee in the amount determined individually.

9.5 During the assembly and disassembly of the stands, it is forbidden to carry out works related to welding, grinding or other works that cause or may cause dust or fire hazard.

9.6 After assembling and disassembling the stand, the exhibitor is obliged to remove all remains and clean up the stand and its immediate surroundings.

9.7 The exhibitor is obliged to take care of order at the stand and in the passageways around the stand throughout the entire period of disposing of the exhibition space. It is forbidden to obstruct the fire route and corridors.

9.8 The Exhibitor is obliged to comply with legal, technical, construction and assembly, health and safety, sanitary and fire safety standards, and any other standards that may apply to the Exhibitor's exhibition space.

9.9 The Exhibitor is obliged to mark the glass surfaces of the exhibition stand in order to avoid hitting them by other participants of the Fair.

9.10 The exhibitor is obliged to cover the entire surface of his exhibition stand with carpet or other finishing material (carpet, panels, platform or other).

9.11 The walls of the stand and other structural elements facing the neighbouring stand with their backs should be aesthetically finished and painted in neutral white. Exhibitors of stands in buildings other than an island (the stand is open on four sides) are obliged to fence off the exhibition area with a wall or other material that clearly separates the border with the neighboring stand. In the event of a breach of the following paragraph, the Organizer shall be

entitled to demand from the Exhibitor the payment of a contractual penalty in the amount of PLN 10,000.00 for each case of violation, but not more than twice the Fee paid by the Exhibitor for participation in the Fair.

9.12 Assembly and disassembly of stands may take place only on the dates indicated by the Organizer. If the Exhibitor exceeds the designated hours of assembly and disassembly, the Organizer is entitled to charge the Exhibitor a fee in accordance with the Price List of Additional Services.

9.13 During assembly and disassembly, it is forbidden to disturb the structure or coatings of walls, floors and other elements of the facility where the Fair is held, as well as to use your own forklifts and automatic lifts.

9.14 During the Fair, as well as assembly and disassembly, the Exhibitor is obliged to protect, in full at its own expense and risk, the exhibits and items on the exhibition stand against damage or destruction.

9.15 On the premises of the PTAK WARSAW EXPO exhibition facility, it is strictly forbidden to:

9.15.1 sticking, attaching and sticking partition walls of stands with any advertisements, leaflets, information, etc. with the use of chemicals, foam adhesives, double-sided tapes and others, which in a particular way lead or may lead to their irreversible damage,

9.15.2 mechanical interference in the partition walls of the stand construction, which leads to irreversible damage to the slab.

Violation of the following paragraph will result in the imposition by the Organizer of a contractual penalty on the Exhibitor, in the amount reflecting the area of the damaged entire slab, in the amount of PLN 200 per 1 m<sup>2</sup> NET. accordance with the applicable legislation.

9.16 After the end of the Fair, within the time set by the Organizer for the dismantling of stands, the Exhibitor is obliged to restore the exhibition space made available to him to its previous state. In the event of failure to do so, the Organizer shall be entitled to perform a substitute performance of the described activities, entirely at the expense and risk of the Exhibitor.

## **10. Organization of work at the stand**

10.1 The Exhibitor is obliged to make the stand available to visitors on the days and hours of the Fair, as specified by the Organizer. In the event of a breach of the following paragraph, the Organizer shall be entitled to demand from the Exhibitor the payment of a contractual penalty in the amount of PLN 4,000.00 for each case of violation, but not more than twice the Fee paid by the Exhibitor for participation in the Fair.

10.2 If the presentation at the stand is carried out with the use of any works within the meaning of the Act on Copyright and Related Rights, the Exhibitor is obliged to ensure that these works are used in a lawful manner. Paragraph 7.11 shall apply *mutatis mutandis*.

10.3 Replacement or supplementation of the stand display and cleaning of the stand and its surroundings may only take place outside the opening hours of the Fair for visitors.

10.4 The Organizer or a person designated by the Organizer may order the Exhibitor to immediately remove from the stand elements that pose a threat to the safety of persons or property, or otherwise interfere with the course of the Fair.

10.5 Leaving the stand by the Exhibitor during the opening hours of the Fair for visitors requires the consent of the Organizer, confirmed at least in the form of a document, after prior written notification in the fair office.

10.6 The Organizer is not responsible for the Exhibitor's belongings left on the stand abandoned during assembly and disassembly and during the fair. In the event that the Exhibitor's items are left after the period of dismantling

on the premises of the Organizer, the Parties shall consider these items as abandoned with the intention of getting rid of their property. Before removing them, the Organizer will call on the Exhibitor to remove them within a period of not less than 1 day.

- 10.7 It is forbidden to leave any belongings on the premises of the Organizer. The organizer has the right to inspect or remove items left unattended.
- 10.8 During the Fair, it is unacceptable for the Exhibitor to occupy space outside the ordered exhibition stand. In the event of violation of this prohibition, the Exhibitor is obliged, at the request of the Organizer, to immediately remove the elements protruding from the exhibition stand and to pay for the occupied additional space according to the conversion rate: number of m.kw. occupied area x (price per 1 sq. m of stand + 100%).

## **11. Order and organizational regulations**

- 11.1 All participants of the Fair are obliged to comply with the generally applicable standards and rules of occupational health and safety, fire protection, sanitary as well as these Regulations and other regulations in force at the place where the Fair is held, as well as to comply with the instructions of the fire protection services.
- 11.2 The Exhibitor is obliged to comply with the order instructions issued by the Organizer or a person designated by the Organizer.
- 11.3 It is forbidden to smoke tobacco, including electric cigarettes or other similar devices outside designated areas, use open flames and use electric heating devices on the Fairgrounds. It is forbidden to bring weapons, ammunition, explosives, irritants, substances that may pose a fire hazard or any other substances in relation to which it can be reasonably expected to create any hazard to the Fair.
- 11.4 It is forbidden to obstruct escape routes and access roads to fire protection devices.
- 11.5 The Exhibitor and persons designated by him or acting on his behalf or on his behalf are obliged to wear badges issued by the Organizer in a visible place and to undergo control procedures carried out at the request of the Organizer by a licensed agency for the protection of persons and property, supervising the security of the Fair.
- 11.6 Entry to the PTAK WARSAW EXPO area is possible after collecting entry cards. The organizer is not responsible for any damage caused in the parking lot.
- 11.7 It is forbidden to bring animals to the Fairgrounds, as well as to bring bicycles, skateboards, rollerblades, scooters, scooters, Segways and similar equipment.

## **12. Working rules during assembly and disassembly**

- 12.1 The transport of exhibits presented at the Fair, including machinery and other heavy equipment (hereinafter referred to as "exhibits") to the premises of PTAK WARSAW EXPO may be carried out by the Exhibitor on its own, using the services of an external company or a forwarding company, cooperating on the basis of a separate agreement with PTAK WARSAW EXPO. The Exhibitor is obliged to inform the Organizer about the transport of machinery and other heavy equipment before the start of the transport.
- 12.2 Unloading of heavy exhibits from means of transport, transport to the exhibition facility and placement at the Exhibitor's place of exhibition with the use of appropriate equipment (forklifts) can only be done by a representative of a forwarding company cooperating on the basis of a separate agreement with PTAK WARSAW EXPO.
- 12.3 All costs for transport and forwarding services related to participation in the Fair shall be borne by the Exhibitor.

- 12.4 The official and only forwarders cooperating with PTAK WARSAW EXPO on the basis of a separate agreement are:  
Netlog Polska sp. z o.o. and the International Trade Fair Forwarding Company "Transmeble International" sp. z o.o.
- 12.5 It is forbidden to enter the exhibition facility for vehicles (including trucks, cranes, passenger cars, forklifts) not operated by official forwarders of PTAK WARSAW EXPO.
- 12.6 Unloading, transporting and placing heavy exhibits at the exhibition site may only take place through dedicated freight gates at the dates and times set by the organizer.
- 12.7 It is allowed for the Exhibitors or persons indicated by them to use the freight gates for the unloading and transport of light exhibits, including the use of "hand carts" and "pallet trucks" (non-motor vehicles).
- 12.8 The Exhibitor's contact with the representative of the forwarding company takes place directly between the interested parties, after the Organizer has provided mutual contacts and with the Organizer's knowledge. All arrangements between the forwarder and the Exhibitor must be communicated to the Organizer.
- 12.9 All the circumstances referred to in this clause (12) apply to both the period of assembly and disassembly of the Fair.
- 12.10 In the event that there are items on the surface made available to the Exhibitor that may pose a threat to the health or life of other persons or the Exhibitor is not authorized to use or possess specific items in accordance with separate regulations, the Organizer is entitled to immediately remove these items, entirely at the expense and risk of the Exhibitor, after prior request to the Exhibitor to remove the item on its own.
- 12.11 In the case of building their own stand, the Exhibitor or an entity acting on behalf of, on behalf of or on behalf of the Exhibitor is obliged to provide the Organizer with attestations or certificates certifying the use of non-flammable, flame-retardant or specially protected against fire materials. At this stand, for the duration of the construction and during the Fair, all relevant attestations, certificates or certificates must be available for inspection. In the absence of the documents referred to in this paragraph, the Exhibitor is obliged to submit an appropriate statement in this regard, including the assumption of liability towards the Organizer for any damage that may arise as a result of the lack of such documents. The lack of documents specified in this paragraph will result in the inability to implement the stand construction.
- 12.12 Fire protection devices, fire hydrants, fire extinguishers, emergency exits, pedestrian paths, switchboards and electrical boards must not be obstructed or obstructed. Blocking or obstructing elements will be dismantled in their entirety at the expense and risk of the Exhibitor.
- 12.13 Motor vehicles or other equipment with internal combustion engines may only be displayed in facilities with the engine switched off. The fuel tank may only contain the amount of fuel necessary to leave the facilities.
- 12.14 The fuel tank must be tightly closed.
- 12.15 Exhibitors are obliged to respect the instructions of the competent services in terms of compliance with fire regulations.

### **13. Personal data and their processing**

- 13.1. The Organizer declares that it is the administrator of the Exhibitors' personal data (Administrator).
- 13.2. Contact with the Organizer is possible:
- 1.1. by post to the following address: al. Katowicka 62, 05-830 Nadarzyn, Poland
  - 1.2. to the e-mail address: [rodo@warsawexpo.eu](mailto:rodo@warsawexpo.eu)

13.3. The personal data of the Exhibitors or persons present at the Fair are processed at the registered office of the Administrator or other data processor on behalf of the Organiser, in compliance with appropriate security measures, meeting the requirements of Polish and European law, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance) (hereinafter referred to as **GDPR**), the Personal Data Protection Act of 10 May 2018 (Journal of Laws of 2018, item 1000), i.e. of 30 August 2019 (Journal of Laws of 2019, item 1781).

13.4. The Exhibitor's personal data will be processed accordingly for the following purposes:

- 13.4.1. Participation in the Fair and concluding an Agreement in this regard,
- 13.4.2. undertaking factual and legal actions concerning the proper performance of the Organiser's obligations under the Agreement,
- 13.4.3. consider any complaints or claims of the Exhibitors against the Administrator;
- 13.4.4. pursuing possible claims, as well as undertaking defence in the event of filing possible claims against the Administrator;
- 13.4.5. exercising the rights of the Administrator participant resulting from the processing of the Exhibitor's personal data,
- 13.4.6. in order to comply with the Administrator's legal obligations,

13.5. The legal basis for the processing of the participant's personal data is Article 6(1)(a)-(c) and (f) of the GDPR, according to which the participants' personal data may be processed if:

- 13.5.1. the data subject has consented to the processing of his or her personal data for one or more specific purposes;
- 13.5.2. processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- 13.5.3. processing is necessary for compliance with a legal obligation to which the Controller is subject;
- 13.5.4. processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party.

13.6. The Controller – if it turns out to be necessary to provide the Controller's services – processes personal data collected from publicly available sources. The Controller may also process personal data obtained from the Organiser's distribution partners or external entities, if the participant has learned about the Fair from the Organiser (or an entity acting as an intermediary in establishing cooperation with the Organiser) and has consented to the Organiser providing contact details to the Organiser in order to participate in the Fair.

13.7. For the purposes indicated in section 13.5, the Controller may process the following data: name(s) and surname, e-mail address, telephone numbers, Exhibitor's identification number or other similar number, address of residence and correspondence address, business activity of the data subject, signature and other personal data, data indicated in the content of the Application and other data that are or will prove necessary for the proper performance of the Controller's statutory or contractual obligations.

13.8. Personal data will be processed in the period preceding the conclusion of the Agreement as well as in the period after the end of the Fair covered by the Application, as well as for archival purposes for the period of limitation of claims. In the case of data processed on the basis of consent, the Issuer has the right to withdraw it at any time. Withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal. In the



event of withdrawal of consent or objection to the processing of data, the Controller will cease to process personal data depending on which of the indicated circumstances occurs earlier – unless the generally applicable law allows for their further processing.

- 13.9. As part of the purpose of personal data processing specified in this document, personal data may be transferred:
- 13.9.1. entities cooperating in the implementation of the purpose of processing,
  - 13.9.2. courier companies providing services to the Administrator,
  - 13.9.3. the Controller's suppliers who have been commissioned with services related to the processing of personal data, e.g. IT service providers.
  - 13.9.4. entities processing data as part of business cooperation between them and the Administrator and entities to which the obligation to provide data results from separate regulations,
  - 13.9.5. employees or associates of the Organizer,
  - 13.9.6. providers of legal and advisory services in the event of the Organizer pursuing claims related to its business activity, as well as these entities in the case of undertaking actions aimed at defending the Organizer against claims directed against this entity by third parties in connection with participation in the Fair,
- 13.10. The Issuer has the following rights related to the processing of personal data:
- 13.10.1. the right to access your personal data,
  - 13.10.2. the right to request rectification of your personal data,
  - 13.10.3. the right to request the erasure of your personal data,
  - 13.10.4. the right to request the restriction of the processing of your personal data,
  - 13.10.5. the right to transfer their personal data, i.e. the right to receive their personal data from the Administrator in a structured, commonly used and machine-readable IT format. The Issuer has the right to send their data to another data controller or request that their data be sent to another controller – unless such transfer of data is not possible for technical reasons,
  - 13.10.6. the right to object to the processing of data due to a special situation, unless the processing of the Exhibitor's data is necessary due to a legitimate important interest of the Administrator,
  - 13.10.7. the right to object to the processing of your data for direct marketing purposes.
- 13.11. In order to exercise your rights, it is necessary to contact the Controller in the manner indicated in section 13.2 above.
- 13.12. The right to erasure, in accordance with Article 17(3) of the GDPR, may not be exercised to the extent that the processed data is necessary::
- 13.12.1. to exercise the right to freedom of expression and information;
  - 13.12.2. to comply with a legal obligation requiring processing under Union or Member State law to which the Controller is subject, or to carry out a task carried out in the public interest or in the exercise of official authority vested in the Controller;
  - 13.12.3. for archiving purposes in the public interest, for scientific or historical research purposes or for statistical purposes in accordance with Article 89(1) of the GDPR, if it is likely that the right to request erasure of the data will prevent or seriously impede the achievement of the purposes of such processing;
  - 13.12.4. to establish, exercise or defend legal claims.



- 13.13. The Exhibitor has the right to lodge a complaint with the supervisory authority dealing with the protection of personal data, i.e. the President of the Office for Personal Data Protection.
- 13.14. The provision of personal data by the Exhibitor is voluntary, but necessary for the conclusion and performance of the Agreement and the implementation of its provisions. Without providing the data, it will not be possible to conclude a contract and start cooperation with the Administrator. Providing data for marketing purposes is voluntary.

#### **14. Special Provisions**

- 14.1. In the case of sending the Participation Application form via e-mail, the conclusion of the agreement takes place using an ICT system ensuring the processing and storage, as well as sending and receiving of data via telecommunications networks in accordance with the Act of 18 July 2002 on the provision of electronic services (Journal of Laws 2020.344, i.e. of 2020.03.03, as amended). In such a case, the following provisions shall apply, unless otherwise provided in the Terms and Conditions.
- 14.2. In order to submit the form indicated in section 14.1., the Issuer should have:
- 14.2.1. A computer or device with software installed that allows you to browse the web (e.g., Internet Explorer 10, FireFox 3, Opera 10, Chrome 4, Safari 6, or later) and access the Internet.
- 14.2.2. An active e-mail address (e-mail)
- 14.2.3. enabled cookies (optionally, taking into account the provisions of paragraph 13 of the Terms and Conditions),
- 14.2.4. pop-up windows enabled,
- 14.2.5. JavaScript, frames, and CSS styles enabled
- 14.2.6. Operating system (such as iOS, Microsoft Windows XP, 7 or Vista and later).
- 14.3. The form described in section 14.1 can be submitted using mobile devices equipped with Android 4.4 or later, iOS 8 or later, Windows Phone 8.1 or later, Windows 8.0 with x86, x64, ARM processors.
- 14.4. The Organiser is not obliged to provide the Exhibitor with access to the elements indicated in clause 14.2 or 14.3, and their use is solely at the expense and risk of the Exhibitor.
- 14.5. The Agreement between the Exhibitor as a Consumer and the Organiser shall be governed by the provisions of the Act of 30 May 2014 on consumer rights (Journal of Laws 2020.287, i.e. of 2020.02.21, as amended).
- 14.6. For the purposes of these Terms and Conditions, a Consumer should also be understood as a natural person concluding a contract directly related to their business activity, when the content of the agreement indicates that it is not of a professional nature for them, resulting in particular from the subject of their business activity, made available on the basis of the provisions on the Central Registration and Information on Economic Activity.
- 14.7. The Exhibitor reserves the right to additionally verify the Exhibitor's data, e.g. by telephone or e-mail.
- 14.8. The content of the Agreement is recorded, secured and made available to the Exhibitor by message Exhibitors to the e-mail address of confirmation of concluding the Distance Agreement
- 14.9. Subject to section 14.12 below, the Exhibitor who is a Consumer within the meaning of the Terms and Conditions may, within 14 days from the date of receipt of the information indicated in 2.3, withdraw from the Agreement without giving a reason. To meet the deadline, it is sufficient to send a statement in writing or via e-mail before the deadline.
- 14.10. In order to exercise the right to withdraw from the agreement, the Customer who is a consumer should submit a statement of withdrawal from the agreement. The Exhibitor may use the form of withdrawal from the agreement provided each time by the Organizer, but it is not mandatory.

- 14.11. To the statement referred to in section 14.10, the Exhibitor should attach a proof of payments made or otherwise document their transfer to the Organizer.
- 14.12. The right of withdrawal does not apply to the following contracts:
- 14.12.1. for the provision of services, if the entrepreneur has fully performed the service with the explicit consent of the consumer, who was informed before the commencement of the service that he will lose the right to withdraw from the contract after the entrepreneur has performed the service;
- 14.12.2. where the price or remuneration depends on fluctuations in the financial market over which the trader has no control and which may occur before the expiry of the withdrawal period;
- 14.12.3. in which the subject of the service is a non-prefabricated item, manufactured according to the consumer's specification or serving to meet the consumer's individualized needs;
- 14.12.4. where the subject of the service is an item that is perishable quickly or has a short shelf life;
- 14.12.5. in which the subject of the service is an item delivered in a sealed package, which, after opening the package, cannot be returned for health or hygiene reasons, if the package has been opened after delivery;
- 14.12.6. in which the object of the service is things which, after delivery, due to their nature, are inseparably connected with other things;
- 14.12.7. in which the subject of the service is alcoholic beverages, the price of which was agreed upon at the conclusion of the sales contract, and the delivery of which may take place only after 30 days and the value of which depends on market fluctuations over which the entrepreneur has no control;
- 14.12.8. where the consumer expressly requested that the trader come to him for urgent repair or maintenance; if the trader provides additional services other than those requested by the consumer or supplies items other than spare parts necessary for repair or maintenance, the consumer has the right to withdraw from the contract in respect of the additional services or goods;
- 14.12.9. where the subject of the service is audio or visual recordings or computer programs delivered in a sealed package, if the package has been opened after delivery;
- 14.12.10. o the provision of newspapers, periodicals or periodicals, except for a subscription contract;
- 14.12.11. concluded through a public auction;
- 14.12.12. for the provision of accommodation services, other than for residential purposes, carriage of goods, car rental, catering, leisure services, entertainment, sports or cultural events, if the contract specifies the date or period of the service;
- 14.12.13. o supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the explicit consent of the consumer before the expiry of the deadline for withdrawal from the contract and after the entrepreneur informed him of the loss of the right to withdraw from the contract.
- 14.13. With reference to §14.9, the reimbursement of payments specified in point 4 shall be made at the expense of the Exhibitor. The Exhibitor is obliged to reimburse the actual costs incurred by the Organizer in connection with the withdrawal from the Agreement. If the Consumer concludes the Agreement, he is obliged to bear the direct costs of reimbursement of the payments made.
- 14.14. With reference to §14.9. The Organizer shall immediately, no later than within 14 days of receipt of the Exhibitor's statement of withdrawal from the Agreement, return to the Exhibitor the payment made by the Exhibitor for the subject matter of the Agreement.
- 14.15. The refund of the payment will be made using the method of payment used by the Issuer, unless the Issuer expressly agrees to another method of reimbursement that will not involve any costs for the Issuer.

- 14.16. In the event of a dispute with the Organizer or any doubts as to its rights, the Exhibition, which is a Consumer, has the possibility to use out-of-court complaint and redress procedures.
- 14.17. The provisions of these Terms and Conditions are not intended to exclude or limit any rights of the Exhibitor who is also a Consumer under mandatory provisions of law.

## **15. Final provisions**

- 15.1. The Organizer reserves the right to change the date or place of the Fair or to cancel it. Changing the date or places of the Fair does not give rise to liability on the part of the Organizer, to which the Exhibitor agrees. The Organizer shall inform the Exhibitor of these changes immediately. In the event of cancellation of the Fair, the Organizer will return to the Exhibitor all advance payments made.
- 15.2. If the Organizer grants a discount to the exhibition space, the Exhibitor has no right to file a complaint.
- 15.3. By accepting the Application for Participation, the Organizer does not make any assurances or undertakings to the Exhibitor that the Exhibitor will achieve specific economic results as a result of participation in the Fair.
- 15.4. The Exhibitor and Sub-Exhibitor is obliged to comply with the provisions of Polish law and EU Community law, in particular, but not exclusively, in the scope of intellectual property rights and copyrights and related rights. The Exhibitor is obliged to hold all copyrights, necessary licenses and rights to the products and advertising materials located at the exhibition stand and transferred during the cooperation. Where:
- 15.4.1. third parties submit justified claims against the Exhibitor resulting from the infringement of these rights, the Exhibitor undertakes to satisfy these claims,
- 15.4.2. the claims referred to in section 14.4.1 will be pursued against the Organizer in court or in other proceedings conducted on the basis of separate regulations by third parties, the Exhibitor undertakes to join the proceedings on the part of the Organizer and take all factual and legal actions in order to release the Organizer from participation in the case, and furthermore, the Exhibitor assumes the obligation to release the Organizer from the obligation to meet such claims,
- 15.4.3. The Organizer has doubts as to the infringement by the Exhibitor of copyrights or intellectual property rights to the exhibited products, the Contractor is obliged to demonstrate that it has the right to display or possess the product at each request of the Organizer, and in the absence of proof of the right to remove such products from the exhibition space, in the event of the Exhibitor's failure to comply with the Organizer's request, the Organizer has the right to remove the product on its own products from the exhibition area or the closure of the Exhibitor's exhibition stand, entirely at the expense and risk of the Exhibitor.
- 15.5. Unless otherwise provided in these Regulations, the Organizer informs that:
- 15.5.1. does not provide after-sales services;
- 15.5.2. codes of ethics within the meaning of Article 66 of Regulation (EU)<sup>1</sup> § 2 point 6 of the Civil Code or the Code of Good Practice within the meaning of the Act of 23 August 2007 on Counteracting Unfair Market Practices;
- 15.5.3. does not charge deposits or other financial guarantees from Consumers;
- 15.5.4. does not offer or enter into agreements for the delivery of digital content through the Store;
- 15.5.5. does not conclude sales contracts through the Store, in which the price or remuneration depends on fluctuations in the financial market, over which the Seller has no control and which may occur before the expiry of the deadline for withdrawal from the sales contract;
- 15.5.6. does not conclude contracts through the Store for the sale of non-prefabricated items, manufactured according to the Customer's specifications or serving to meet the Customer's individualized needs;

- 15.5.7. does not enter into contracts of sale through the Store by way of a public auction;
- 15.5.8. does not provide services in the field of accommodation, other than for residential purposes, carriage of goods, car rental, catering, services related to leisure, sports events
- 15.6. Agreements with the Organizer are concluded in Polish.
- 15.7. In the event that the Agreement is concluded with an entity whose actual registered office is located in the European Union, for the avoidance of doubt, the Organizer indicates that:
- 15.7.1. The Agreement is entirely governed by Polish law, by making the choice referred to in Article 3(1) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I),
- 15.7.2. The place of performance is the place specified in the Agreement,
- 15.7.3. The place of concluding the Agreement shall be the registered office of the Organizer,
- 15.7.4. Payments shall be made in Polish currency, unless otherwise specified by the Parties in the Agreement,
- 15.7.5. Exclusive jurisdiction for any disputes arising from the Agreement, its non-performance, improper performance, disputes regarding the conclusion of the Agreement or any other disputes related to the Fair in which the Exhibitor wished to participate shall be vested in the courts competent for the registered office of the Organizer.
- 15.8. In the event that the Agreement is concluded with an entity whose effective registered office is located outside the European Union, the provisions of these Terms and Conditions shall apply only to the extent permitted by the Agreement.
- 15.9. Any contractual penalties resulting from the Agreement shall be payable within 7 days from the date of delivery of the request for payment of the contractual penalty to the Issuer.
- 15.10. Any contractual penalties reserved by the Parties in connection with non-performance or improper performance of the provisions of this Agreement may be pursued by the entitled party also in the event of its exercising its right to terminate the Agreement, to the extent that the basis for payment of the contractual penalty would be an event that occurred before the termination of the Agreement.
- 15.11. Payment of any contractual penalty under the Agreement shall not exclude the Organizer's right to demand payment by the Exhibitor of compensation in excess of the amount of the stipulated contractual penalty. Any disputes between the Parties arising from this agreement shall be settled by a common court with jurisdiction over the registered office of the Organizer.
- 15.12. The Organizer may amend the Regulations for important reasons. Important reasons are considered to be the need to introduce changes in the rules and course of the Fair, the need to adapt the provisions of the Regulations to the applicable legal regulations, the need to regulate the rules of participation in the Fairs not covered by the Regulations so far, but which raise disputes or doubts in their application.
- 15.13. Amendments to the Terms and Conditions shall be made by their publication on the <https://warsawexpo.eu/docs/> website, to which the Exhibitor concluding the Agreement agrees. Within 14 days from the date of publication, the Exhibitor will have the right to refuse to consent to the proposed amendment to the Terms and Conditions. Failure to submit a statement by the Exhibitor in writing or via e-mail sent to the Organizer's address within the above deadline will be tantamount to acceptance of the proposed change. Refusal to consent to the proposed amendment to the Terms and Conditions submitted within the above deadline shall be tantamount to withdrawal from the Agreement by the Issuer.
- 15.14. The Terms and Conditions shall enter into force upon publication of the