



## TERMS AND CONDITIONS OF THE FAIR

### 1. General Provisions

1. These Terms and Conditions (hereinafter: "T&C") apply to each entity (hereinafter: "Fair Participant") participating in the trade fair in Nadarzyn (hereinafter: "Fair"), organized by PTAK WARSAW EXPO Sp. z o.o. with its registered office in Nadarzyn (postal code: 05-830), Al. Katowicka 62, registered with the Register of Business Entities kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under the number: KRS 0000671001, tax identification number (NIP): 534-254-45-79, statistical identification number (REGON): 366965350, with paid-up share capital of PLN 148,818,000.00.
2. These T&C are an internal part of the **Declaration of Participation** in the Fair.
3. All Fair Participants must also comply with the internal regulations, including the Terms and Conditions of PTAK Warsaw Expo Facility, applicable at the place where the Fair is held.

### 2. Conclusion of the Fair Participation Agreement

1. The Exhibitor presents to a representative of the Organizer, by email or in person, the "**Declaration of Participation**" form, hereinafter referred to as the "**Declaration**" or "**Agreement**", filled in and signed by authorized representatives of the Exhibitor. At the same time, the signatories of the **Declaration** represent and warrant that they are duly authorized to conclude the agreement on behalf of the Exhibitor. Submitting the Declaration means that these T&C have been read and accepted, and thereby form an integral part of the Fair Participation Agreement.
2. If the Declaration or other forms are filled in incorrectly, the Organizer shall have the right to request them to be filled in again.
3. The Fair Participation Agreement is concluded upon the confirmation by the Organizer that the Declaration has been accepted; such confirmation will be sent to the Exhibitor's email address provided in the Declaration.
4. The above procedure also applies to the Exhibitor ordering any additional products and services as well as the equipment offered by the Organizer in connection with the organization of the Fair.

5. The Organizer reserves the right to refuse to accept the Declaration without stating a reason. The Organizer will send such information to the email address specified in the **Declaration**. In such case, no agreement shall be deemed concluded between the Parties.
6. The Organizer shall have the right to exclude the Exhibitor from participating in the Fair if the Exhibitor is in arrears with any fees due to the Organizer. In such a case, the Parties recognize that the Organizer has duly fulfilled its contractual obligations.
7. The Fair is open to Exhibitors who present an offer consistent with the subject of the Fair. It is not allowed to exhibit goods that are inconsistent with that subject.
8. The Organizer reserves the right to change the date or place of the Fair, or cancel the same. The change of the date or place of the Fair does not give rise to any liability on the part of the Organizer. The Organizer will promptly notify the Exhibitor of such changes. Where the Fair is cancelled, the Organizer shall reimburse the Exhibitor for all advance payments made.

### 3. Right to withdraw

**3.1. Each Exhibitor who has concluded a Fair Participation Agreement may withdraw from it without stating its reasons within 30 (thirty) days from the date of receiving the confirmation of acceptance of the Declaration.**

3.2. After the time limit referred to in Clause 3.1 above has elapsed, the right to withdraw without stating reasons shall expire.

3.3. In order to withdraw, the Exhibitor must notify the Organizer with an explicit statement of withdrawal sent by post. The Exhibitor may send any other explicit statement of withdrawal to: .....@warsawexpo.eu.

3.4. In the event of Withdrawal, the Organizer shall return all payments received to the Exhibitor, promptly but in any event no later than 21 days from the date on which the Organizer has been notified by the Exhibitor of the decision to exercise the right of Withdrawal. The payments will be returned using the same means of payment as those used by the Exhibitor in the original transaction, unless the Exhibitor has expressly agreed to a different solution. In any case, the Exhibitor shall not incur any additional fees in connection with the return of payments.

### 4. Payments

1. The amount of the fee for participation in the Fair (hereinafter: "Participation Fee") and components of such a fee as well as prices of other services related to the Exhibitor's participation in the Fair are set out in the **Declaration of Participation** and attachments. At the same time, the Exhibitor agrees to pay the Participation Fee and the fee for other services to the Organizer on time.

2. The Exhibitor must **pay the entirety of Participation Fees within 30 days before the first day of the Fair** to the Organizer's bank account specified in the invoice.

3. If the Fair Participation Agreement is concluded less than 30 days before the first day of the Fair, the Exhibitor must pay the Participation Fees within 7 days of the Organizer's confirmation of accepting the

Declaration, but no later than before the first day of the Fair, to the Organizer's bank account specified in the invoice.

4. **In case of a ban on the organization of trade fairs in the territory of the Republic of Poland, as a result of a pandemic, the funds already paid will be returned.**
5. The Organizer will refuse to provide the Exhibitor with exhibition space if the Exhibitor has not paid all fees due to the Organizer under the Fair Participation Agreement until such amounts due are paid, as documented by a payment confirmation, or settled on site. Unless the full amount due under the Declaration has been paid, PTAK Warsaw Expo Sp. z o.o. with its registered office in Nadarzyn is not liable to the Exhibitor or any third party for not providing the Exhibitor with a stand.
6. In the case of refusal, in accordance with Clause 2 above, to provide the Exhibitor with exhibition space due to non-payment of the Participation Fee and all fees due to the Organizer under the Declaration, the Organizer shall have the right to retain all the amounts paid so far by the Exhibitor, and the Exhibitor shall not be entitled to claim their reimbursement. Moreover, unless all amounts due to the Organizer under the Declaration have been paid, the Organizer shall have the right to withdraw from the agreement with *ex nunc* effect until the first day of the Fair. The statement of withdrawal from the agreement may be submitted by email to the email address specified in the Declaration. Where the Organizer exercises the above right to withdraw from the agreement, it shall be entitled to a contractual penalty from the Exhibitor, in the amount equal to 50% of the gross fees under the Declaration, payable within 3 days from the request.
7. If the Exhibitor is late with payment of any part of the fees under the Declaration, the Organizer shall be additionally entitled to default interest in the amount provided for in the Act on Payment Terms in Commercial Transactions.
8. The Organizer gives no warranty for the performance of the services that have been ordered less than 7 days before the first day of the Exhibition and have not been confirmed by the Organizer. The price for such orders is 30% higher than the prices given in the price lists and forms. Services ordered during the assembly or the Fair shall be payable at the Fair's cash desk at the time an order is placed. In other cases, the Exhibitor must pay the price/fees on the first request of the Organizer, to the bank account specified by the Organizer.

## 5. Providing the exhibition space

1. The Exhibitor chooses the exhibition space in the **Declaration**.
2. The Organizer assigns the location of the exhibition area taking into account the order of Declarations, the design of the Fair space and the wishes of the Exhibitor, as far as its capabilities, availability and organizational and technical conditions are concerned.
3. The Organizer has the right to change the location of the exhibition space, which does not constitute a change to the agreement for participation in the Fair and does not give rise to any claims on the part of the Exhibitor against the Organizer. The Organizer will inform about the change of the Exhibitor's exhibition space by e-mail to the e-mail address indicated by the Exhibitor in the **Declaration**.

4. The organizer has the right to change the location, numbering of the exhibition space, which does not constitute a change to the agreement for participation in the Fair and does not result in claims against the Organizer. The Organizer will inform about the change of the location and/or the numbering of the Exhibitor's exhibition space by e-mail to the e-mail address indicated by the Exhibitor in the **Declaration**.
5. The Exhibitor, if he wants to sell any products, is required to obtain the Organizer's written consent in this regard, as well as to have a cash register in accordance with the applicable regulations.
6. The Exhibitor undertakes to have a license and approvals to all items on their stand.
7. Individual construction made by the Exhibitor requires prior approval by the Organizer.

## 6. Providing the exhibition space to another entity

1. The Exhibitor has the right to disclose all or part of the exhibition space to another entity (Sub-Exhibitor) only with prior written consent of the Organizer. In the event of making all or part of the Sub-Exhibitor's space available without prior consent of the Organizer, the Exhibitor shall pay the Organizer a contractual penalty in the amount of PLN 10.000.
2. The Exhibitor is obliged to report the Sub-Exhibitor to the Organizer on a separate **Declaration**, which must also be signed by a person authorized to act on behalf of the Sub-Exhibitor. Declarations made on other documents will not be accepted.
3. The Exhibitor is obliged to inform the Sub-Exhibitors about the **Terms and Conditions of the Fair and the Terms of Participation**.
4. The Exhibitor, as the entity submitting the Sub-exhibitor, pays the Organizer a fee of 450 net amount, which is increased by VAT rate in accordance with applicable regulations. Under the aforementioned fees, Sub-exhibitors are entitled to the benefits indicated in the Terms of Participation due to the Fee for participation in the Fair. A condition for the participation of the Sub-Exhibitor in the Fair is the payment of the above-mentioned payment by the Exhibitor; in the event of its lack, the Organizer has the right to refuse a Sub-exhibitor participation in the Fair.
5. The Exhibitor is fully liable towards the Organizer, other Exhibitors and third parties for his actions and/or his omissions as well as actions and/or omissions of other Entities acting on his behalf, as for their own activities and omissions.
6. A sub-exhibitor may present only products in accordance with the idea of the Fair in the area referred to in point 5.1.
7. It is forbidden to advertise companies that are not Exhibitors or Sub-Exhibitors at the stand.
8. In the event of violation of point 5.3. the Organizer reserves the right to impose a contractual penalty in the amount of 25% of the fee paid by the Exhibitor for participation in the Fair, for each infringement.
9. In the event of violation of point 5.6, 5.7, the organizer reserves the right to impose a contractual penalty in the amount of PLN 10.000,00 for each infringement.
10. Sub-exhibitors shall have the rights and obligations of the Exhibitor referred to in these Regulations, with the reservation that the Sub-Exhibitor may not order additional services.

## 7. Advertising and Exhibition

1. The Exhibitor shall have the right to exhibit and advertise its products (goods and/or services) only in the assigned exhibition space, provided that its exhibits do not obscure the neighbouring exhibitions and do not disturb the normal course of work of other Exhibitors, and provided that they are consistent with the subject of the Fair. The Exhibitor shall have no right to use sound or other equipment which may disrupt the normal course of work for other Exhibitors or the Organizer. Where products are exhibited that the Exhibitor is not entitled to exhibit, the Organizer shall have the right to impose a contractual penalty of PLN 10,000 on the Exhibitor.
2. Every rented exhibition space must be equipped with illumination provided by the Exhibitor or ordered from the Organizer.
3. Exhibitor's advertisements placed or other promotional actions carried out outside of the area of the rented stand require written approval by the Organizer and shall be subject to an additional fee specified in the Auxiliary Services Price List. Advertisements placed or other promotional actions carried out outside the area of the stand shall be subject to a contractual penalty of PLN 5,000.
4. The proposed forms of advertising shall be presented in the Organizer's information catalogue. Depending on the type of advertising products ordered, the Exhibitor and the Sub-Exhibitor must provide the Organizer with their contact details and electronic files with graphics, logos, trademarks and other materials to be published by the Organizer in connection with the organization or promotion of the Fair, within two weeks of the Declaration of Participation; otherwise the Organizer shall be released from the obligation to publish the same, while retaining the right to the fee for their publication.
5. The Organizer may refuse to publish the materials provided to it by the Exhibitor in connection with the organization of the Fair if such materials violate the rights of the Organizer, rights of third parties, generally applicable laws or best practices. At the same time, the Organizer reserves the right to abbreviate or correct the materials sent for publication.
6. The Organizer shall not be liable for the content of advertising, promotional or information materials provided to it by the Exhibitor and published by the Organizer or the Exhibitor in connection with the organization or promotion of the Fair.
7. During the Fair, the Exhibitor and other Fair Participants shall not be allowed to promote other exhibition facilities and trade fair events on the premises of the Fair. The aforesaid does not include the promotion of subsequent editions of the Fair. Where this provision is breached, the Organizer shall have the right to impose a financial penalty of PLN 10,000 on the Exhibitor.
8. It is not allowed to distribute advertising materials by hostesses on the premises of the Fair, subject to Clause 9.5 of the T&C and subject to other arrangements made in this respect with the Organizer.
9. The Exhibitor agrees that its company is promoted by the Organizer and grants to the latter a non-exclusive, free, worldwide and perpetual license to use the company's name and logo as well as photos of the Exhibitor provided to the Organizer, including the content published on the websites and social media of the Exhibitor, as well as the photos and film materials created by the Organizer (hereinafter: "Materials"), in order to place them on Facebook, Instagram or websites of the

Organizer and to use them in the following fields of exploitation:

- a) as regards fixing and reproducing the Materials – producing copies of the Materials provided to the Organizer by means of printing, reprographic, magnetic recording and digital techniques;
- b) as regards trading in copies on which the Materials are recorded – as part of promotion of the Fair, for which the graphic and promotional materials will be prepared or logos will be used;
- c) as regards the dissemination of the Materials made available otherwise than specified above – by public performance, exhibition, display, reproduction, broadcasting and re-broadcasting, disseminating and making the Materials publicly available in such a way that everyone can have access to them in a place and time of their choice (on the Internet), including placing on posters, banners, flag-banners, leaflets or other printed materials, broadcast on television or on displays owned by the Organizer, on websites, on social media.

10. The Exhibitor represents that it has copyrights to the Materials to the extent that allows for this provision to be implemented, that these Materials are not encumbered with third party rights, and the license granted does not infringe upon any third party rights. Clause 12.4 of these T&C shall apply.

11. If the Organizer builds a structure for the Exhibitor, the Exhibitor agrees to place its logo and trademarks in the Organizer's portfolio, including to place photos of the structure with the logo or trademarks in the portfolio. Any use, dissemination or making available to third parties of the structure designs presented by the Organizer is forbidden, as well as any compilations of or modifications to the same. The designs shall be subject to legal protection, also by way of copyrights to the design. Any unauthorized use of the aforesaid designs shall be subject to legal liability.

## **8. Liability**

1. The Organizer shall be liable for damage caused to the Exhibitor or another Fair Participant by intentional fault of the Organizer or a person acting on its behalf.
2. The Organizer shall not be liable for damage, theft and destruction of items located in the Exhibitor's stand if those are caused by third parties for whom the Organizer is not responsible, such as other visitors, other Exhibitors.
3. The Exhibitor shall be liable for items located in the Exhibitor's stand, subject to Clauses 7.1 and 7.2 above. The Exhibitor must deliver items to the stand at its own costs and expense, and remove them after the end of the Fair within the timeline set for disassembly.
4. The Exhibitor shall be liable for damage caused to the Organizer or third parties by the Exhibitor or a third party for which the Exhibitor is responsible.
5. The Exhibitor must immediately notify the Organizer of the occurrence of any event that causes or may cause damage.
6. The Organizer recommends that the Exhibitor conclude relevant property insurance agreements to cover risks associated with the Fair and third party liability insurance for any damage caused in

connection with the participation in the Fair.

7. Goods and products presented at the Fair should have conformity assessment certificates as required by law, including in particular those relative to safety standards for such goods and products.
8. The Exhibitor represents that it holds 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 Exhibitors, Sub-exhibitors and third parties for an infringement of their intellectual property rights (including industrial design, utility model, trademark), copyrights and related rights, geographical indication, know-how, etc., if the representation made above proves false.
9. The Organizer shall not be liable to the Exhibitor if the Exhibitor fails to obtain visas or other documents required to enter into the territory of the Republic of Poland or to participate in the Fair. If the Exhibitor does not participate in the Fair as it fails to obtain visas or other documents required to enter into the territory of the Republic of Poland or to participate in the Fair, the Organizer shall not be obliged to reimburse the Exhibitor for the amounts paid. Such circumstances do not release the Exhibitor from the obligation to pay the entire fees due to the Organizer under the Declaration, including the fees for services ordered.
10. The Organizer shall not be liable for any disruption in the supply of media and services caused by circumstances not attributable to the Organizer, including those caused by the supplier of such media and services, and for damage caused by force majeure such as: a strike, riot, fire, lightning, hurricane, flood, hail, rain, epidemic. This shall also apply to the period after the end of the Fair when the exhibits and equipment remain on the premises of the Fair.
11. The Exhibitor must take out third party liability insurance and insure its property brought onto the Organizer's premises, both for the duration of the Fair and for the period of assembly and disassembly.
12. All complaints and claims arising from the participation in the Fair should be filed in writing no later than on the last day of the Fair. After that date, no complaints or claims shall be considered. No agreements between the Exhibitor and the Organizer and no decisions resulting therefrom shall be valid unless made in writing.

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

1. The Exhibitor may commence assembly work on the dates set for the assembly, the date of which will be announced on the trade fair website no later than 30 days before the first day of the fair; the Organizer may also order the discontinuation of works if it considers that they violate the Regulations of the venue or threaten the order or safety of persons or property. Before starting the assembly of the stand, the Exhibitor is obliged to submit for acceptance the technical design of the stand with projections and visualization, at the latest 21 days before the first assembly day of the Fair.

2. Individual stands made by the Exhibitor himself requires prior authorization by the Organizer. For individual stands, the date of commencement of assembly will be given by the Organizer 30 days before the first day of the Fair.
3. The Exhibitor who ordered an undeveloped space is required to submit in writing within 21 days before the first assembly day of the Fair the following details of the company constructing the stand: name, address, NIP, personal list of employees authorized to enter the area of PTAK WARSAW EXPO - with an indication of the person responsible for contacts with the Organizer, as well as the stand design in individual development along with a layout and visualization.
4. In the case of assembly or disassembly within the time 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 of PLN 1000 net per each started hour which is increased by VAT rate in accordance with applicable regulations.
5. During assembly and disassembly of stands, it is forbidden to carry out works related to welding, grinding, or other processes causing pollution or fire hazard.
6. The Exhibitor is obliged to remove any residues left after the assembly and disassembly of the stand.  
The Exhibitor shall clean up the surface in direct vicinity of his stand.
7. The Exhibitor is obliged to take care of the stand and communication routes around the stand throughout the exhibition period. It is forbidden to block fire emergency routes and corridor.
8. The Exhibitor is obliged to comply with relevant legal and technical, construction and assembly, health and safety, sanitary and fire-fighting standards, etc.
9. The Exhibitor is obliged to mark the glass surfaces of the exhibition stand in order to avoid being hit by other Fair participants.
10. The Exhibitor is obliged to cover the entire surface of his exhibition stand with a carpet or other finishing material (carpet, panels, platform or other).
11. Stand walls and other structural elements facing backwards to the neighboring stand should be aesthetically finished and painted in neutral white. Exhibitors of non-island-built stands (stand open on four sides) are required to enclose the exhibition space with a wall or other material clearly separating the border with the neighboring stand. In the event of a breach of the abovementioned the Exhibitor will be charged a contractual penalty of PLN 10.000 payable within 7 days from the date of delivery of the call for payment of the contractual penalty.
12. The assembly and disassembly of stands can only take place on dates indicated by the Organizer. In case of excess of assembly and disassembly time by the Exhibitor, the Organizer is entitled to charge the Exhibitor with a fee in an amount indicated in Extra Services price list.
13. During assembly and disassembly, it is forbidden to disturb the construction or coatings of walls, floors and other elements of the venue where the Fair takes place, as well as use own forklifts and automatic lifts.
14. The Exhibitor during the Fair as well as during the assembly and disassembly period shall secure the exhibits and property located on the exhibition area against any damage or loss at his own expense and at his own peril.
15. The WARSAW EXPO exhibition hall categorically prohibits:



- sticking to-, attaching to- and decaling the walls of the stands with any advertising, leaflets, information, etc. with the help of chemical substances, foam adhesives, double-sided tapes and other such means, which cause irreparable damage,
- mechanical interference in the partition walls of stand construction, which leads to irreparable damage to the board.

Failure to comply with this provision may result in a penalty, reflecting the size of the damaged board, in the amount of PLN 200 net per 1 sqm net which is increased by VAT rate in accordance with applicable regulations.

16. After the end of the Fair, at the time set by the Organizer for the dismantling of stands, the Exhibitor is obliged to restore the exhibition space provided to them to the previous state, under pain of ordering these activities by the Organizer to an outside party at the expense of the Exhibitor.

## 10. Organization of work at the stand

1. The Exhibitor is obliged to provide the stand for visitors during the opening days and times of the Fair. Leaving the stand before closing the Fair without Organizer's consent results in imposing a contractual penalty of PLN 4.000 on the Exhibitor.
2. If the presentation at the stand is conducted with the use of any works, the Exhibitor is obliged to regulate on their own the issues of copyright and related rights to these works.
3. Exchange or replenishment of stand exposition and cleaning of the stand and its surroundings may take place only outside the opening hours of the Fair.
4. The Organizer's representative may order the Exhibitor to immediately remove from the stand elements that pose a threat to the safety of persons or property, or otherwise disturb the course of the Fair.
5. All promotional activities of the Exhibitor may take place only within the stand and may not interfere with the course of the Fair and the work of other exhibitors.
6. Leaving the stand by the Exhibitor during the opening hours of the Fair requires the Organizer's consent after prior written notification in the trade fair office.
7. The Organizer is not responsible for the Exhibitor's items left in the abandoned stand during assembly and disassembly and during the fair event. In case of abandoning any property by the Exhibitor that takes places after the disassembly period on the premises of the Organizer's headquarters, the aforementioned property shall be considered by the Organizer as abandoned.
8. Abandoning any property on the premises of the Organizer's headquarters is not allowed. In case of abandoning of any property the Organizer is entitled to either check or remove abandoned property.
9. It is unacceptable during the Fair to occupy any area outside the area of the Exhibition stand ordered. In the event of breaking this prohibition, the Exhibitor is obliged, at the request of the Organizer, to immediately remove items extending beyond the exhibition stand and to pay for the additional space occupied, according to the conversion factor: number of sqm occupied area x (price for 1 sqm of stand + 100%).

## 11. Order and organizational regulations

1. All participants of the Fair are obliged to comply with generally accepted health and safety standards, fire protection standards and sanitary standards and these Regulations and other regulations, binding at the place of the Fair and adhere to orders of the fire protection services.
2. The Exhibitor is obliged to comply with the orders issued by the Organizer's representative.
3. The Fair venue bans smoking, except for places designated for this purpose; the use of open fire and the operation of heating electric devices is also prohibited. Weapons, ammunition, explosives, corrosive substances or substances which constitute a fire hazard are not permitted at the Fairs.
4. Obstruction of escape routes or access to fire fighting equipment is forbidden.
5. The Exhibitor and persons representing their rights are required to wear visible ID badges issued by the Organizer and to undergo the control procedures, carried out on behalf of the Organizer by a licensed agency protecting people and property, watching over the safety of the Fair.
6. Entry to the area of WARSAW EXPO is possible after obtaining entry cards. The organizer is not responsible for damages caused within the car parking area.
7. Within the premises of Organizer's headquarters no animals, bicycles, skateboards, rollerblades, scooters etc. are allowed under any circumstances.

## 12. Principles of work during assembly and disassembly

- 12.1 Transport of exhibits presented at the Fair, including machines and other heavy equipment (hereinafter referred to as "exhibits") to the area of Ptak Warsaw Expo may be performed by the Exhibitor themselves or using the services of an external company or a shipping company cooperating on the basis of a separate agreement with Ptak Warsaw Expo Sp. z o.o. The Exhibitor is obliged to inform the Organizer about the transport of machines and other heavy equipment before the commencement of transport.
- 12.2 Unloading of heavy exhibits from means of transport, entry to the exhibition hall and location at the Exhibitor's exhibition site may only be carried out by a representative of a forwarding company cooperating on the basis of a separate agreement with Ptak Warsaw Expo Sp. o.o., using the appropriate equipment (forklifts).
- 12.3 All costs for transport and forwarding services related to participation in the Fair shall be borne by the Exhibitor.
- 12.4 The following companies are official and only forwarders cooperating with Ptak Warsaw Expo on the basis of a separate agreement: Netlog Polska sp. z o.o. and C.Hartwig Gdynia S.A. as well as Przedsiębiorstwo Międzynarodowej Spedycji Targowej „Transmeble International” sp. z o.o.
- 12.5 Use of vehicles within the Fair's grounds (including trucks, cranes, passenger cars, forklifts), not serviced by official forwarders of Ptak Warsaw Expo, is forbidden.
- 12.6 Unloading, transport and localization at the site of display of heavy exhibits may only take place at the

dates and times appointed by the Organizer.

- 12.7 Unloading, away transport and placement in the place of exhibition of heavy exhibits can only take place through dedicated freight gates.
- 12.8 Exhibitors or persons designated by Exhibitors are allowed to use the service gates when unloading and transporting light exhibits, including using manual trolleys and pallet trolleys (non-mechanical vehicles).
- 12.9 The Exhibitor's contact with the representative of the forwarding company takes place directly between the interested parties, after transferring mutual contacts by the Organizer and with its knowledge. All arrangements between the forwarding company and the Exhibitor must be forwarded to the Organizer.
- 12.10. All the above arrangements concern both the assembly and disassembly period of the Fair.
- 12.11. In the event that the area assigned to the Exhibitor contains objects that may pose a threat to the health or life of other people, or the Exhibitor does not have a license to sell certain items, the Organizer is entitled to immediately remove these items at the expense and risk of the Exhibitor and to immediately close and remove the stand.
- 12.12. In the case of own stand construction, the Exhibitor or the company performing the stand construction at their request are obliged to present the Fair's Organizer with certificates or attestations confirming the use of materials that are non-flammable, fire-resistant or specially protected against fire. Appropriate attestations, certificates and permits must be available for inspection at the stand during the construction and during the Fair. In the absence of the abovementioned attestations, certificates and permits, the Exhibitor is obliged to submit an appropriate statement in this regard. Lack of the above-mentioned documents will result in the inability to implement the stand's construction.
- 12.13. Fire appliances, fire hydrants, fire extinguishers, evacuation exits, pedestrian routes, switchboards and electric panels cannot be blocked or covered. Obstructing or screening elements will be dismantled at the expense of the Exhibitor.
- 12.14. Mechanical vehicles or other devices with combustion engines may be displayed in halls only with the engine switched off. The fuel tank may contain only the amount of fuel necessary to leave the halls.
- 12.15. The fuel tank must be tightly closed.
- 12.16. Exhibitors are obliged to respect the instructions of the competent services in the area of compliance with fire regulations.

### **13. Final Provisions**

- 13.1. All complaints should be filed with the Organizer in writing promptly, but no later than on the last day of the Fair. Any complaints filed after that date will be deemed unjustified.
- 13.2. By accepting the Declaration of Participation, the Organizer gives no warranty to the Exhibitor and makes no promise that the Exhibitor will achieve specific economic results owing to participation in the Fair.
- 13.3. The Exhibitor and the Sub-exhibitor must comply with the Polish and EU community law, in particular with respect to intellectual property rights, as well as copyrights and related rights. The Exhibitor must own all copyrights, necessary licenses and rights to the products and advertising materials located in the exhibition stand and transferred in the course of the cooperation. If:
- a) third parties file justified claims against the Exhibitor arising from an infringement of third party rights, the Exhibitor agrees to satisfy such claims,
  - b) third parties pursue claims referred to in item a) above against the Organizer under court proceedings, the Exhibitor agrees to accede to the proceedings on the part of the Organizer and take all factual and legal activities in order to release the Organizer from participation in the case, and if an enforcement title is issued against the Organizer, the Exhibitor shall satisfy all the claims specified therein,
  - c) the Organizer has any doubts as to an infringement by the Exhibitor of copyrights or intellectual property rights with regard to the exhibited products, the Exhibitor will, on each request of the Organizer, prove that it has the right to exhibit the product, and if the right is not proved – to remove such products from the exhibition space. Should the Exhibitor not comply with the Organizer's request, the Organizer shall have the right to remove such products from the exhibition area itself or to close the Exhibitor's exhibition stand at the Exhibitor's cost and expense.
- 13.4. All contractual/financial penalties referred to herein should be payable within 7 days of the date of serving the request for payment issued by the Organizer.
- 13.5. The Fair Participation Agreement shall be governed by and will be construed in accordance with the Polish law. Any disputes between the Parties arising from this agreement will be settled by a common court competent for the registered office of the Organizer.
- 13.6. These T&C may be amended; the Organizer will notify the Exhibitor of the content of such amendments by posting a notice of amendment to the T&C on the Fair's website.