

## Rules of the VII Edition of the Fairs VENDING POLAND 2016

Date: **13 – 14 April 2016**

Opening hours for visitors:

April 13<sup>th</sup> from 10.00-17.00

April 14<sup>th</sup> from 10.00-16.00

Organiser: POLISH VENDING ASSOCIATION (PSV)

Place: Warsaw, Centrum Targowo-Kongresowe MT Polska, Marsa Street No 56C

### § 1 General

1. Provisions of this Rules are binding to all participants of the VII Edition of the Fairs Vending Poland, hereinafter referred to as “the Fairs”, organised by Polish Vending Association seated in Warsaw (zip code 00-715), Czerniakowska street No 71/111, registered in the Register of Entrepreneurs by District Court for the City of Warsaw, XII Division of National Court Register under No KRS: 0000146247, hereinafter referred to as “the Organiser”, which will take place from 13<sup>th</sup> till 14<sup>th</sup> of April 2016 in Warsaw, Centrum Targowo-Kongresowe MT Polska, Marsa Street No 56C.

2. Provisions of this Rules are an integral part of:

- a) Agreement on Participation,
- b) Price list,
- c) Registration of Sub-exhibitor Form,
- d) Ordering Form.

3. During the Fairs the Exhibitors shall present the offer in accordance with the subject of the Fairs. Upon the consent of the Organiser, Exhibitors may be entitled to present offer different than the subject of the Fairs.

### § 2. Registration and terms of participation in the Fairs

1. The Exhibitor applies to participate in the Fairs sending scan of signed Agreement on Participation (Z-1) to the e-mail address: kontakt@psv.org.pl, ordering the area of exhibition without the furnishing or with standard furnishing, without utilities.

2. In case of any Sub-exhibitors, the Exhibitor shall also inform in written form about all Sub-Exhibitors, who may use the exhibition area rented by the Exhibitor.

3. The Exhibitor shall register the Sub-exhibitors sending scan of signed Registration of Sub-exhibitor Form (P) to the e-mail address: kontakt@psv.org.pl. The Exhibitor shall on behalf of all Sub-exhibitors pay all fees and costs of participation of all his Sub-exhibitors in the Fairs. The Exhibitor shall be fully responsible for any actions of the Sub-exhibitors as for his own.

a) Sub-exhibitor is a person, who uses part of the area rented by the Exhibitor and presents his own products and/or services using his own personnel.

b) Organiser agrees on participation of the Sub-exhibitor by sending acceptance of the registration.

c) Without the consent of the Organiser, the Exhibitor is not entitled to rent or let the use of the rented area of the Fairs to any third parties.

d) The Sub-exhibitor has rights and obligations similar to the Exhibitor, as stipulated in these Rules.

4. Order of any additional services or furnishing shall be made after agreeing on all details with the Specialist of the Customer Service indicated in the Fairs documents.

a) Order of any additional services or furnishing shall be made by the Exhibitor in scan of the Ordering Form send to e-mail addresses indicated in the form. Ordering Form for additional furnishing shall be sent no later than on March 15<sup>th</sup>, 2016.

5. Detailed information regarding rent of the exhibition area and ordering of services are indicated in the Agreement on participation and Ordering Forms.

6. Organiser shall confirm acceptance of the registration on participation in the Fairs by sending signed Agreement on participation by e-mail, as well as pro-forma invoice signed by the person authorised to enter into agreements regarding the Fairs. The Agreement on participation is binding to the Exhibitor within the moment the Organiser shall send acceptance of the registration on participation in the Fairs.

7. After the acceptance of the registration is made by the Organiser, the Exhibitor shall provide the Organiser with Agreement on participation (original copy) in 2 (two) counterparts, under the pain of not allowing the Exhibitor to participate in the Fairs. The Exhibitor shall also provide the Organiser with Registration of Sub-exhibitor Form (original copy) in 2 (two) counterparts (if applies) and send to MT Polska and PSV the Ordering Form (original copy) in 2 (two) counterparts, under the pain of nonfulfillment of the order.

8. The Organiser shall return to the Exhibitor signed copy of the Agreement on participation and Ordering Form with the invoice. Polish Vending Association is entitled to receive all payments regarding the Fairs.

9. The Agreement on participation, Registration of Sub-exhibitor Form, Ordering Form as well as the Standard furnishing form shall be signed by the person authorised to represent the Exhibitor and person authorised to represent the payer, in case a third party shall pay on behalf of the Exhibitor.

10. The Exhibitor shall apply to participate in the Fairs, as indicated in this paragraph, no later than 30 days prior to the date of the Fairs. The Organiser may agree on later applications of any Exhibitors. For the Exhibitors who apply later than 30 days prior to the date of the Fairs it may not be possible to publish information or advertisement in the Catalogue or order any of the services offered by the Organiser and they may be subject to some additional limitations as indicated in this Rules.

11. The Organiser reserves the right to refuse any application for no reason. The Organiser shall inform about the refusal within 14 days from the receipt of the Agreement on participation, Registration of Sub-exhibitor Form, Ordering Form.

12. The Organiser may refuse the right to participate in the Fairs for any Exhibitor who shall not pay the fees for participation and ordered additional services or breaches the provision of this Rules. The refusal to participate in the Fairs has no impact on obligation of the Exhibitor to pay any due fees for ordered services in Agreement on participation, Registration of Sub-exhibitor Form and Ordering Form .

13. Any amendments to the Agreement on participation, ordered exhibition area or any services, shall be made in written form under the pain of invalidity.

### § 3. Order and terms of the rent of the exhibition area

1. The Exhibitor orders the exhibition area by indicating the space in the Agreement on participation (Z-1).

2. The Organiser decides on assignment of the rented exhibition area. The Organiser shall assign the exhibition area within the respect of the order of applications, size of the space, place of the Fairs and, if possible, requests of the Exhibitor. The Organiser shall inform the Exhibitor about the arrangement of the space of the Fairs and the assignment of rented area.

3. The Organiser may change the assigned exhibition area if it is necessary due to technical reasons. The Exhibitor is not entitled to any compensation in such situation.

4. The price for renting of the exhibition area may vary depending on the type of the area and includes:

- a) rent, without connection to the electricity or water,
- b) card of the Exhibitor, entitling to entrance the Fairs,
- c) documents of Exhibitor, including information materials and Fairs' Catalogue,
- d) heating and lighting in the building,
- e) cleaning of the common areas during Fairs (13-14 of April 2015)
- f) preparation of the system of inside and outside information
- g) sound of the building,

5. The Exhibitor shall order appropriate electricity source and water connection in the Ordering Form (from W-0 to W-4 (Z-2)).

#### **§ 4. Order of the standard furnishing, made by the Main Contractor**

1. The Exhibitor may order standard furnishing of the rented exhibition area.

2. The Exhibitor orders the standard furnishing in Forms form W-0 to W-4 (Z-2).

3. Price for rent and standard furnishing includes:

- a) construction elements, graphic and equipment elements of the area, according to the list and terms indicated in Forms form W-0 to W-4 (Z-2),
- b) numeric information of the area

4. Price rent and standard furnishing does not include connection to the electricity.

5. About any changes to the agreed and accepted project, standard of furnishing, order of additional furnishing, graphics or any services, the Exhibitor shall inform the Organiser 30 days prior the date of the Fairs. The changes shall be made on condition they are technically and organisationally possible and after the Organiser accepts such changes. The Organiser shall be entitled to additional payment for implementing of any such changes, agreed with the Exhibitor.

#### **§ 5. The Catalogue**

1. Organiser shall publish Fairs Catalogue about the Exhibitors and products or services presented by the Exhibitors and advertisements. Detailed conditions of the services of the Organiser regarding publication, in particular technical requirements of the information provided by the Exhibitors, are indicated in Form "K" – Free of charge information in the Catalogue.

2. The Exhibitor/Sub-exhibitor shall publish address information and commercial offer in the Catalogue, upon conditions indicated in Form "K". Required publication in the Catalogue entitles the Exhibitor/Sub-exhibitor to receive one copy of the Catalogue, which the Organiser provides on the first date of the Fairs.

3. The Exhibitor/Sub-exhibitor shall provide the Organiser with information materials to be published in the Catalogue, in term indicated in Form "K". After the term, the Organiser shall not accept any materials and changes to information about the Exhibitor published in the Catalogue. In case the Exhibitor/Sub-exhibitor fails to provide information materials in due term, the Organiser may publish in Catalogue basic address information of Exhibitor/Sub-exhibitor, indicated in the Agreement on participation (Z-1) and Registration of Sub-exhibitor Form (P).

4. Any materials published in the Catalogue, as well as the way they are presented, are subject to copyright law and belong only to the Organiser. Copy of the whole or part of the Catalogue may be done only upon the written consent of the Organiser.

5. The Exhibitor/Sub-exhibitor may order additional advertisement in the Catalogue using Ordering Form, upon agreement with the Organiser.

6. The advertisements shall not be subject to any authorization. Organiser may implement changes to the advertisement if necessary due to the accepted form of the publishing of advertisements.

7. The Organizer is responsible for print and distribution of the Catalogue. The Fairs Office shall distribute the Catalogue. Organizer may further distribute the Catalogue as a promotion of the services of the Organiser.

8. In case the Exhibitor/Sub-exhibitor orders additional advertisement and shall not provide the Organiser with required materials or shall provide materials which do not meet the technical requirements, Organiser is not entitled to publish the information or advertisement in Catalogue, and the Exhibitor is obliged to pay for ordered services.

9. Organiser is not responsible for the content of the information, advertisements or any other materials provided by the Exhibitor/Sub-exhibitor to the Organiser in order to publish in Catalogue. In particular, the Organiser is not responsible if any content of the information, advertisements or any other materials provided by the Exhibitor/Sub-exhibitor may infringe any copyrights, intellectual property rights, personal rights or any other rights of any third party. The Exhibitor/Sub-exhibitor bears full responsibility for such infringement and shall release the Organiser for any responsibility, as well as cover any costs and damages incurred from any claims of any third parties.

10. In case, the Organiser cannot publish the information or advertisement due to any defects or technical or organizational reasons, he shall inform the Exhibitor/Sub-exhibitor. In such case, the Organiser is not responsible for non-performance. In case such obstacle in publication of the information, advertisement or any materials is caused by the Exhibitor/Sub-exhibitor, the Exhibitor/Sub-exhibitor shall be obliged to pay any fees for ordered services.

#### **§ 6. Advertising and promotion**

1. The Exhibitor/Sub-exhibitor may order additional advertising services. The Specialist of Customer Services shall provide form and price list of the basic advertising services as well as detailed information.

2. Any Exhibitor/Sub-exhibitor is entitled to advertise and present its products and services on the rented exhibition area, within the respect such advertising shall not infringe any legal provision or normal course of action of other Exhibitor/Sub-exhibitors or visitors. The advertising in the rented area made by the Exhibitor/Sub-exhibitor is done on the risk and responsibility of the Exhibitor/Sub-exhibitor.

3. Any advertising, promotion or presentation of the products or services of Exhibitor/Sub-exhibitor during Fairs, outside the rented exhibition area, shall be possible upon additional fee and consent of the Organiser.

4. Any actions indicated in sec. 3 above made by Exhibitor/Sub-exhibitor without the consent of the Organiser may result in removing of any such advertising materials on the risk and cost of the Exhibitor.

5. Any advertising boards, banners or other materials are placed by the Organiser only.

6. Any photograph or filming during the Fairs requires consent of the Organiser, and if it shall include any single exhibition areas or materials, it also requires consent of the Exhibitor/Sub-exhibitor.

7. In case, the Organiser cannot perform ordered services due to any defects or technical or organizational reasons, he shall inform the Exhibitor/Sub-exhibitor. In such case, the Organiser is not responsible for non-performance. In case such obstacle is caused by the Exhibitor/Sub-exhibitor, the Exhibitor/Sub-exhibitor shall be obliged to pay any fees for ordered services.

#### **§ 7. Prices**

1. Prices for rent are indicated in the Agreement on participation. The price list of additional furnishing and services, including standard furnishing, are indicated Ordering Form.

2. The Exhibitor is obliged to pay to the bank account of the Polish Vending Association (No 87 1140 1977 0000 3027 7900 1001) 100% of the value of the services ordered, in term of 28 days from the date of the entering into Agreement on participation, no later than 30 days prior the Fairs, which is until March 11<sup>th</sup>, 2016.
3. The Exhibitor applying for participation in Vending Poland 2016 prior to December 31, 2015 has the right to pay promotional prices of the Participation Packages. The Exhibitor is obliged to pay for the participation in Fairs as follows, no matter what Packages is ordered:
  1. retainer of 50% of the gross price indicated in Agreement on participation the Exhibitor shall pay no later than on December 31<sup>st</sup>, 2015 to the bank account of the Organiser, and confirmation of payment send to: kontakt@psv.org.pl or via mail to Organiser 00-715 Warszawa, ul. Chełmska 71/111,
  2. the remaining 50% of the gross price indicated in Agreement on participation the Exhibitor shall pay no later than on February 15<sup>th</sup>, 2016 to the bank account of the Organiser, and confirmation of payment send to: kontakt@psv.org.pl or via mail to Organiser 00-715 Warszawa, ul. Czerniakowska 71/111,
- The Exhibitor applying for participation in Vending Poland 2016 after January 1<sup>st</sup>, 2016 does not have the right to pay promotional prices of the Participation Packages. The Exhibitor is obliged to pay for the participation in Fairs as follows, no matter what Packages is ordered:
  1. retainer of 50% of the gross price indicated in Agreement on participation the Exhibitor shall pay no later than on January 15<sup>th</sup>, 2016 to the bank account of the Organiser, and confirmation of payment send to: kontakt@psv.org.pl or via mail to Organiser 00-715 Warszawa, ul. Chełmska 71/111,
  2. the remaining 50% of the gross price indicated in Agreement on participation the Exhibitor shall pay no later than on February 15<sup>th</sup>, 2016 to the bank account of the Organiser, and confirmation of payment send to: kontakt@psv.org.pl or via mail to Organiser 00-715 Warszawa, ul. Czerniakowska 71/111,
4. The Exhibitor shall pay for any Sub-exhibitors indicated in Registration of Sub-exhibitor Form (P). The payment shall be made as indicated in sec. 3 above.
5. Payment for the additional elements shall be made in full in term of 7 days from the receipt of an invoice, however no later than in 30 days prior to the Fairs, which is March 11<sup>th</sup>, 2016. In case the payment shall not be made in given term, the order shall not be performed. Payment shall be made in PLN. The Exhibitor or payer shall cover the bank costs of the transfer. Payment shall be made upon the invoice to the bank account of the Polish Vending Association No 87 1140 1977 0000 3027 7900 1001.
6. In case of any not in term payment statutory interest shall apply.
7. The Exhibitor shall pay to the bank account of the Organiser (Z-1 of the Agreement of participation). The Exhibitor shall cover the bank costs of the transfer.
8. The date of payment is the date of the transfer of the payment to the account of the Polish Vending Association.
9. The invoice shall be issued by Polish Vending Association in term of 7 days of the receipt of the transfer on the bank account of the Polish Vending Association.
10. The Organiser guarantees the performance of the orders of additional furnishing and services made 30 days prior to the Fairs. Orders made after this date shall be performed if possible.
11. Orders of the furnishing, additional furnishing and other services made after March 11<sup>th</sup>, 2016 increase the prices on 20% and requires payment immediately after acceptance of the Organiser. In case the payment shall not be made, additional service shall not be performed. Payment for additional furnishing and services accepted by Organiser during the assembly of the furnishing in the rented areas or during the Fairs, shall be made in the Fairs Office upon the invoice issued by Polish Vending Association.
12. In case the Exhibitioner is not a VAT-payer (or the invoice is issued to a third party), he shall inform the Organiser about such fact while ordering and include written consent of the payer as well as information required to issue and invoice according to Polish tax law.
13. Organiser, as agreed in the Agreement on participation, may give discount on any services to any Exhibitor or categories of Exhibitors.

#### **§ 8. Resignation of the Exhibitor to participate in the Fairs**

1. Resignation of the Exhibitor to participate in the Fairs or ordered services, including termination of the agreement, shall be made in written form under the pain of invalidity.
2. In case of resignation in term shorter than 60 days prior to the Fairs, the Exhibitor shall pay to the Organiser the amount equal to 45% of the value of all ordered services, as a coverage of costs incurred by the Organiser due to the application of the Exhibitor to participate in the Fairs.
3. In case of resignation in term shorter than 40 days prior to the Fairs, the Exhibitor shall pay to the Organiser the amount equal to 100% of the value of all ordered services, as a coverage of costs incurred by the Organiser due to the application of the Exhibitor to participate in the Fairs.
4. Resignation is valid within the moment of receipt by the Organiser of the written statement of the Exhibitor.
5. In case of the resignation of the Sub-exhibitor, the registration fee made by the Exhibitor is not returned.

#### **§ 9. Organization regulations**

1. Participants of the Fairs, including Exhibitor/Sub-exhibitor, are obliged to comply with the work safety regulations and anti fire regulations. The Exhibitor on the rented area, as well as on the area of the Fairs, shall comply with, sanitary, work safety regulations and anti fire, administrative regulations and internal directives enforced in Centrum Targowo-Kongresowego MT Polska.
2. The Fairs Office shall service all participants of the Fairs, including the Exhibitors. The Fairs Office is open during the Fairs 13-14 April 2016, from 9:00 a.m. till 5:00 p.m. During the assembly and disassembly of the furnishing by the external contractors, the participants shall be handled by the Technical Support on April 11<sup>th</sup>, 2016 from 9:00 a.m., till 5:00 p.m., and April 12<sup>th</sup> from 8:00 a.m. till 10:00 p.m. Persons authorised to contact the Exhibitors and handling the Technical Support, Fairs Office and Registration Point shall have identity cards issued by the Organiser.
3. The Exhibitor is obliged to be present on the rented area and keep it fully furnished during the Fairs open hours: from 10:00 a.m. till 5:00 p.m. on April 13<sup>th</sup>, 2016 and from 10:00 a.m. till 4:00 p.m. on April 14<sup>th</sup>, 2016. In case the Exhibitor or its personnel is not present or the area is not furnished in full, the Exhibitor shall pay to the Organiser a penalty of 3000 PLN plus VAT.
4. The Exhibitor and his personnel responsible for assembly and disassembly of the furnishing of the rented area are entitled to be present on April 11<sup>th</sup>, 2016 from 1:00 p.m. till 12:00 a.m. and on April 12<sup>th</sup>, 2016 from 12:00 a.m. till 7:00 a.m., and for disassembly on April 14<sup>th</sup>, 2016 from 4:00 p.m. till April 16<sup>th</sup>, 2016 till 3:00 a.m. Presence of any persons on different time has to be agreed with the Organiser. The Exhibitor shall cover all costs resulting from breach of this provision, in particular costs of additional security or technical support.
5. Acceptance of the furnishing of the rented areas shall take place on April 12<sup>th</sup>, 2016 from 2:00 p.m. till 9:00 p.m.
6. Any personnel of Exhibitor shall provide the Organiser with dully-signed authorisation for the contractor, Statement of the Contractor and receive necessary ID Card before starting any works on furnishings.
7. The Organiser shall issue ID Cards and will provide them in The Fairs Office to listed personnel of the Exhibitor, who will be entitled to be present during assembly and disassembly of furnishings.
8. Any building works shall end on April 12<sup>th</sup>, 2016 until 1:00 p.m. During assembly and disassembly of furnishings the Exhibitor is entitled only to make necessary assembling and corrections. It is forbidden to run any construction works (carpentry, painting, etc.), welding, polishing or other dusty works.
9. The Exhibitor and/or its personnel is obliged to clean corridors on the rented area during assembly and disassembly, as well as whole rented area during the Fairs. In case of any negligence, MTP may commission such works on the risk and cost of the Exhibitor.
10. The furnishings and any devices or equipment or advertising boards shall be assembled in secured manner and shall not cause any threat to security or health of the persons present in the building.
11. The Exhibitor, who on its own furnishes the rented area, shall take over the rented area from the Fairs Office no later than on April 13<sup>th</sup>. The Organiser may indicate the term for take over of the rented area. The take over shall be made by authorised personnel of the Exhibitor. As an authorised person shall be deemed the person who signed the Agreement on participation or is indicated in this agreement as a contact person. Any other person shall provide written authorisation from the Exhibitor.
12. On April 12<sup>th</sup>, 2016 from 10:00 a.m. till 10:00 p.m. the Exhibitor shall register at the Fairs Office and receive the Exhibitor Card. Only Exhibitor and its authorised person is entitled to make registration and receive Exhibitor Cards. As an authorised person shall be deemed the person who signed the Agreement on participation or is indicated in this agreement as a contact person. Any other person shall provide written authorisation from the Exhibitor.

13. The Exhibitor Card enables free of charge access and presence on the Fairs on April 13<sup>th</sup>, 2016 from 10:00 a.m. till 5:00 p.m. and on April 14<sup>th</sup>, 2016 from 10:00 a.m. till 4:00 p.m. Number of Exhibitor Cards depends on the rented area: from 6 to 23 m<sup>2</sup> – 2 Cards, from 24 to 47 m<sup>2</sup> – 4 Cards, for any another 12 m<sup>2</sup> – 2 Cards. Cost of the Cards is included in the rent. Organiser may issue more Cards upon the Exhibitor written request to the cost of the Exhibitor.
14. Any person without the ID Card may not be let inside or expelled.
15. The Exhibitor shall prepare the rented area during assembly dates as indicated above. The Organiser may agree on different dates of preparation, however in such case the Exhibitor may be obliged to pay additional fee.
16. Every wall dividing two separate exhibition areas higher than 2,5 m has to be finished in white colour or transparent.
17. During assembly and disassembly days only technical connection to the electricity will be made available.
18. The Exhibitor who rents the exhibition area with standard furnishings is entitled to decorate the walls within respect that they will not get damaged, in particular painted, wallpapered, riddled or stained. Any devices have to be mounted as agreed with the person responsible from the Organiser. Nothing can be nailed, screwed or glued to the wall.
19. In reasonable cases the Organiser might change the decoration or furnishings of the rented area, in particular, in case of any risk of damage, to remove dangerous or foul-smelling items or items interfering with the work of other Exhibitors, on the risk and cost of the Exhibitor.
20. Any presentation of the mechanical devices, artistic performances or other promotion acts has to be agreed with the Organiser, and shall not interfere with other Exhibitors areas or communication of visitors.
21. Any sound or visual system can be used, unless not disturbing the neighbouring exhibition areas.
22. Nothing shall be placed in corridors. Any presentation on the rented area cannot cause gathering blocking the corridors. No corridors can be blocked.
23. In the Fairs area nothing can be nailed, screwed, glued, leaned on the walls or any construction of the building.
24. The Exhibitor has the right to present or advertise his products only in the rented area and on condition nothing blocks neighbouring exhibitions or normal course of work of other Exhibitors. It is forbidden to use sound, lightning system, etc. which can cause normal course of work of other Exhibitors.
25. Any machines or other devices can be used only on condition they are equipped with all necessary security elements, in particular barriers and covers preventing unauthorised access. Any use of machines or devices non-compliant with safety regulations or operated by unauthorised personnel is forbidden. Any demonstrational use of machines or devices in motion shall be made in properly secured and dedicated area.
26. All deliveries and assembly has to be finished until the opening hour of the Fairs.
27. Exhibitor shall not disassembly the furnishings or remove any items from the rented area until the end of Fairs. During the Fairs, as well as during assembly or disassembly of furnishings, authorised person of the Exhibitor shall be present. Detailed information about the presence of the Exhibitors and its personnel during, before and after the Fairs will be provided in additional form. After the Fairs are over, the Exhibitor shall remove all items, advertising boards, banners or other devices and undo the rented area to the previous state during the disassembling term as indicated in sec. 4 above. The Organiser may agree to perform the above actions in different term and for additional fee. In case the Exhibitor fails to perform the above actions in due term, the Organiser may perform them, as well as remove the remaining items, advertising boards, devices or furnishings, on the risk and cost of the Exhibitor. The Organiser is not responsible for any damages or disappearance of any items of Exhibitor not removed in due term.
28. In case of any damages in the rented area or standard furnishings, the Exhibitor shall pay the actual market value of the damaged or removed property. The Exhibitor is responsible for any damages or loses in any devices, areas or properties in the building of the Fairs used by the Exhibitor or its personnel.
29. Take over and return of the rented area shall be made upon the signed protocol. The Exhibitor shall not leave the Fairs before the protocol is fully signed and stamped by the Organiser and the Main Contractor.
30. Any removal of items or disassembly of furnishings shall not be made before the Fairs are over.
31. Transportation, delivery, packing, unpacking, assembly and disassembly of any items and materials on the area of Fairs shall be made by the Exhibitor on its own risk and cost.
32. Delivery of big or heavy materials to the exhibition area shall be noticed. In case the Exhibitor fails to notice the Organiser about such materials, it might not be possible to present them during the Fairs. In addition, the Exhibitor needs to provide evidence regarding flammability of such materials. The Organiser must accept the place of presentation of such materials during the Fairs.
33. Transportation, delivery, packing, unpacking, assembly and disassembly of any items and materials on the area of Fairs shall be made by the Exhibitor on its own risk and cost. Also:
  - vehicles used for transportation shall be in good technical state (no leaks, normal exhaust gases emission, etc.)
  - unpacking shall be made on Bluszczowa street (back of the building)
  - unpacking shall be performed in efficient manner (maximum time is 2 hours)
  - all vehicles after the unpacking need to leave the area of the Fairs Centre
  - Exhibitors who leave vehicles after the unpacking shall pay parking fees according the price list of the Fairs Centre
  - Organiser has the right to remove all vehicle non-complying with the above conditions.
34. Due to safety and organizational reasons any transportation, delivery, packing, unpacking, assembly and disassembly of any items on the area of Fairs with the use of any operated machines, such as cranes, forklifts, platforms, etc. needs to be done by the official carrier of the Fairs Centre, ExpoSped.
35. Parking system:
  - no free of charge parking spaces are available; in the area of the Fairs Centre are 2 unguarded parking lots (aboveground and underground),
  - underground parking is available for vehicles lower than 2m,
  - use of the parking requires parking tickets on the entrance; the Exhibitors who ordered parking cards should read the cards on the entry,
  - parking fees is payable on checkout in the hall of the Fairs,
  - every entry is registered by the system.
36. In the area of the Fairs Centre it is strictly forbidden to:
  - use of any damaged or non secured electrical installation or heating devices, non-complying with the safety regulations and leave unsecured devices connected to the electricity source,
  - block corridors, passages or access to the fire-fighting devices or evacuation routes, corridors, hall and stairways, or use the fire-fighting devices for no reason,
  - present items dangerous to the participants of the visitors of the Fairs. Organiser has the right to remove or refuse to present items deemed to be dangerous. The Exhibitor has the right to present or advertise his products only in the rented area and on condition nothing blocks neighbouring exhibitions or normal course of work of other Exhibitors. It is forbidden to use sound, lightning system, etc. which can cause normal course of work of other Exhibitors.
  - perform presentation or artistic performances which could cause gathering or any obstacle to communication of visitors,
  - smoke inside and outside the Fairs Centres, unless in places dedicated by the Organiser,
  - park trailers or cargo vans with a capacity greater than 3.5 tonnes. Such vehicles are allowed to be used only during the assembly and disassembly days.
37. Invitations printed by Exhibitors and third parties do not entitle to enter the premises of the Fairs.
38. No free of charge parking spaces are available in the area of the Fairs Centre.
39. The presence of the media requires accreditation.
40. The project of electrical installation at the rented area built by the Exhibitor or hired external company is subject to approval by the Organiser. This project should be prepared by a person duly authorized and submitted for approval to the Organiser no later than 45 days before the Fairs. The electrical installation must be performed by a person with appropriate qualifications and be approved by an authorized representative of Organizer in protocol. In case the project of electrical installation is not

provided to the Organiser within the above time limit, the Organiser is entitled to refuse connection for power connection, which does not release the Exhibitor from the obligation to cover the cost of electric power supply to the rented area.

41. Exhibitor performing the arrangement of exhibition area on its own or through hired external company, is obliged to provide the Organizer of the project construction of a stand in 2 projections indicating locations of utilities: water and sewage, electrical connection, the Internet and other necessary for its implementation documents (including specification of the materials used, along with approval of the degree of flammability) no later than 45 days before the Fairs and obtain the consent of the Organiser for the project.

42. On the stand built by Exhibitor himself or by a hired external firm Exhibitor is responsible for the proper implementation and operation of the internal electricity and stand construction, while Organiser is responsible for the correctness of execution of supply, power connection to provide power as ordered.

43. The Exhibitor is obliged to lay carpet around the exhibition area rented or otherwise (accepted by the Organiser) secure the floor in the area of its stand.

44. In case the Organiser cannot, for legal, organizational or technical reasons execute services ordered by Exhibitor, shall immediately notify the Exhibitor. In this case the Organiser is not liable for failure to perform the service. In case the above inability occurs due to reasons attributable to the Exhibitor, Exhibitor is obliged to pay for ordered and services undone from his fault.

#### **§ 10. Responsibility of the Fairs Participants and the security of exhibition area (stands)**

1. The Organiser is not liable for damages in the Exhibitors' items caused by third parties or resulting from the fault of the victim. During the assembly and disassembly of exhibition area (stand), as well as during the Fairs Exhibitor must protect, at their own expense and risk of the exhibits, equipment and facilities, and other items brought to stand, against any damage or losses.

2. The Organiser is not liable for accidents to people and the consequences of accidents or for damage to materials for exhibition stands before, after and during the Fairs.

3. The Organiser is not liable for damages in the Exhibitors' caused by force majeure, in particular fire, storms, flooding, lightning, explosions, strikes, demonstrations or terrorist attack.

4. The Organiser is not liable for damage to the exhibits resulting from interruptions in electricity supply, water supply, etc. Risk associated with exposure machines and devices requiring fail-safe supply electricity, water, etc. shall be borne only by the Participant.

5. The Organiser recommends insuring by the Exhibitors of his property on the Fairs and insurance of civil liability resulting from participation in the Fairs. For the safety of property, both during the day and night, responsible is the Exhibitor. The Organise is not liable in the event of theft of items and equipment left on the stand, regardless of the circumstances associated with the theft.

6. The Exhibitor is obliged to immediately notify the Organiser about noticed dangers, accidents or damages.

7. On the limitation of liability of the Organiser for the reasons given in sec. 1, 3 and 5 shall have not affect any undertaken security measures such as fencing, security organized by the Organiser, closing and opening of the exhibition building at the beginning and end of each day of the Fair.

8. Exhibitor is responsible for damages caused by its employees and other persons employed by it, as well as Sub-exhibitors.

9. The Organiser does not accept responsibility for any failure having a source within the electrical installation of stands Exhibitors using their own furnishings or done by a company other than a company with a contract with the Organiser. The Organiser is solely responsible for the power supply to the stand, ie. on the stretch of electrical switchboard fair object to the connection box of Exhibitor. In case of failure, referred to in this paragraph, Exhibitor will be disconnected from electricity supply until the effective removal of the failure by the Exhibitor, at his own expense and risk.

10. Damage or destruction of equipment of the company performing the standard furnishing (having a contract with the Organiser) caused by the Exhibitor will be written in protocols drawn up in the presence of representatives of: Organiser, Exhibitors and Contractor. The protocols described in this clause will specify a value of the damage. The Exhibitor is obliged to pay to the Organiser the amount corresponding to the value indicated in the above protocols.

11. Exhibitor bears full financial responsibility for submitted to him by the Organizer equipment and furnishings of the rented area. The cost of any damage and losses due to improper use of the stand will be covered by the Exhibitor.

12. The Organiser bears no responsibility for the actions of Exhibitors and participants requiring approvals and licenses from any society. Where necessary, Exhibitor or participant is obliged at their own expense to obtain the required regulatory approvals and licenses.

13. Organiser is not responsible for the protection of trademarks, patents, certificates, etc. presented at the Fairs exhibits.

14. Organiser is not responsible for reschedule the Fairs, the cancellation or interruption and change in organizational or financial conditions, resulting from force majeure or decree of state or local government authorities.

#### **§ 11. Complaints**

1. Exhibitor has the right to submit a complaint in connection with the services provided by the Organiser. Complaints must be provided to the Organiser in writing to be valid.

2. Exhibitor is obliged to provide a complaint immediately after finding deficiencies or defects, so that the Organiser could tell their legitimacy, but no later than the end of the Fairs, ie. until 4:00 p.m. on April 14<sup>th</sup>, 2016.

All complaints regarding furnishings or equipment of standard furnishings stand must be reported to the Organiser no later than till 10:00 p.m. the day before the Fairs.

3. Complaints submitted after the expiry of the said date, as well as complaints filed within the time limit that prevents Organiser to find out its reason, will not be dealt.

4. Complaints will be dealt with promptly, but not later than within 30 days from the date of their report to the Organiser. Organiser shall inform the Exhibitor in writing of the action taken on the complaint.

#### **§ 12. Final Provisions**

1. The Organiser reserves the right to cancel, shorten, postpone or partial closure of the Fairs in the event of circumstances for which the Organiser is not responsible, including due to force majeure, in particular fire, storms, flooding, lightning, explosion, strike, demonstrations, terrorist attack.

2. In case the Fairs will not take place for reasons for which the responsibility bears the Organiser, Organiser promptly return at its own expense amounts paid by the Exhibitors to indicated bank accounts.

3. In case the Fairs will not take place for reasons for which Organiser is not responsible, the amounts paid by the Exhibitors will be returned at the expense of the Organiser, after deducting costs incurred by the Organiser in connection with the organization of the Fairs. The costs referred to in the preceding sentence, the Organiser will charge each Exhibitor proportion to the value requested by each of the Exhibitors services related to participation in the Fairs.

4. If the Organiser is forced to shorten, postpone or partially close Fairs, Exhibitors are not entitled to a refund of the amounts paid by them.

5. In the cases referred to in paragraph. 1 to 4 above, Exhibitors are not entitled to claim any compensation from the Organiser.

6. Any disputes arising between the Organiser, and the Exhibitor will be considered by the court competent for the seat of the Organiser.

7. The Organiser reserves the right to add or remove individual services from the offer specified in the Agreement on participation and Ordering Forms.

8. Notifications between the Parties in the execution of the Agreement on participation will take place at the addresses indicated in the Agreement on participation. During the Fairs notifications may be delivered, upon receipt of the authorized person on the premises of the Fairs, to Organiser to the Fairs Office, and for Exhibitors at the exhibition area (stand). In case of doubt as to determine the effectiveness of action specified in the Agreement, including these Rules, as the date of effectiveness shall be considered the day of sending the letter by registered mail or courier – in case of the Organiser, or delivery of the letter - in the case of activities performed by the Exhibitor.

9. By signing the Agreement on participation (page Z-1) Exhibitor undertakes to comply with these Rules, as well as compliance with the order and any other arrangements made between the Exhibitor and the Organiser.

10. In matters not provided for in the Agreement on participation, Ordering Forms and these Rules, the provisions of the Rules of the Facility, the provisions of the Polish law and the Civil Code.

11. To resolve any disputes shall prevail text of these Rules in Polish. The law applicable to the interpretation of the Rules is the Polish law.