



## FAIR REGULATIONS



### 1. General provisions

- 1.1. The provisions of these Regulations are binding for each entity (hereinafter referred to as "the Exhibitor") participating in the WARSAW HOME fairs in Nadarzyn (hereinafter referred to as the "Fairs"), organised by PTAK S.A., entered into the register of entrepreneurs kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Department of the National Court Register, under KRS number 0000396803, Tax Identification Number (NIP) 728-278-50-90, National Business Registry Number (REGON): 101295738 (hereinafter referred to as "**the Organiser**").
- 1.2. These Regulations are an integral part of **the Terms of Participation and the Declaration of Participation** in the Fairs.
- 1.3. All participants of the Fairs are also obliged to comply with the order regulations and the regulations of the facility, binding at the place of the Fairs.

### 2. Conclusion of the Contract for Participation in the Fairs

- 2.1 The Exhibitor, by transferring to the representative of the Organiser or by sending via e-mail, facsimile or handing over in person the form of the "**Declaration of Participation**", hereinafter referred to as the "**Declaration**" or "**Contract**", filled in and signed by persons authorised to represent the Exhibitor, enters into a contract between the Exhibitor and the Organiser. The persons signing **the Declaration** simultaneously declare and guarantee that they are duly authorised to conclude the contract on behalf of the Exhibitor. Sending the Declaration is tantamount to being familiar with and accepting these *Regulations* and *the Terms of Participation*, which thereby constitute integral parts of the contract for participation in the Fairs.
- 2.2 The contract for participation in the Fairs is concluded upon sending the completed form of the Declaration of Participation.
- 2.3 Changing the entity of the Organizer, or its registered office or address does not affect the terms of the contract.
- 2.4 The above procedure also applies to the Exhibitor ordering any additional products and services that the Organiser offers in connection with organisation of the Fairs.
- 2.5 The Organiser reserves the right to refuse to accept the "Declaration of Participation" and the Forms of additional services for processing without specifying the reason. The Organiser shall give this information by e-mail, to the e-mail address indicated in **the Declaration**. In such a case no contract is concluded between the Parties.

- 2.6 The Organiser has the right to refuse the Exhibitor the right to participate in the Fairs, if the Exhibitor is in arrears with any fees due to the Organiser. The Parties acknowledge in such a case that the Organiser duly fulfilled its contractual obligations.

### 3. Payments

- 3.1. The prices of exhibition space and other services associated with the Exhibitor's participation in the Fairs are indicated in the document **Terms of Participation** and in the appendices. The Exhibitor at the same time undertakes to make timely payment of the Organiser's remuneration for these services in the amount indicated therein.
- 3.2. The dates and method of remuneration payment are determined by **the Terms of Participation**.

### 4. Rental of Exhibition Space

- 4.1. The Organiser indicates to the Exhibitor the exhibition space in **the Declaration** no later than until 1 October 2017.
- 4.2. The Organiser shall assign the exhibition space taking account of the Exhibitor's requests, as far as possible, taking account of the organisational and technical conditions.
- 4.3. The Organiser has the right to change the location of the exhibition space, which does not constitute a change in the contract for participation in the Fairs and does not create any claims for the Exhibitor against the Organiser. The Organiser shall inform the Exhibitor about changing the location of the exhibition space by electronic mail to the e-mail address indicated by the Exhibitor in **the Declaration**.
- 4.4. The Organiser has the right to change the numbering of the exhibition space, which does not constitute a change in the contract for participation in the Fairs and does not create any claims against the Organiser. The Organiser shall inform the Exhibitor about changing the numbering of the exhibition space by electronic mail to the e-mail address indicated by the Exhibitor in **the Declaration**.
- 4.5. The Organiser reserves that the Exhibitor is obliged to cover the total area of the rented floor surface with standard equipment, i.e. grey carpet lining or provided by the Exhibitor. In the case of non-developed surfaces, the Exhibitor is obliged to purchase additional equipment, i.e. carpet lining from the Organiser, or equip the floor surface on its own in the standard indicated by the Organiser.

### 5. Subtenants

- 5.1 The Exhibitor has the right to subrent all or part of the rented exhibition space to another entity (**Subtenant**) only with prior written consent of the Organiser, under pain of invalidity.
- 5.2 The Exhibitor shall bear full responsibility for actions and omissions of its Subtenants as for its own actions and omissions.
- 5.3 On the surface, referred to in point 5.1, the Subtenant may only exhibit products consistent with the spirit of the Fairs
- 5.4 In the case of breach of points 5.1 and 5.3, the Organiser reserves the right to impose a contractual penalty fee in the amount of PLN 10,000, as well as the possibility to remove a given entity from the area of the Warsaw Home Fairs.

### 6. Advertising and Exhibition

- 6.1. The Exhibitor has the right to exhibit and advertise its products (goods and/or services) only within the assigned exhibition space, and provided that its exhibits do not cover the neighbouring exhibitions and do

not disturb the normal course of work of other Exhibitors. The Exhibitor is not authorised to use speakers, additional lighting, etc., which may disrupt the normal course of work of other Exhibitors.

- 6.2. Placing the Exhibitor's advertisements outside the area of the purchased booth for an extra fee is possible only after agreeing with the Organiser and obtaining its written consent.
- 6.3. The Organiser may refuse publication of materials provided thereto by the Exhibitor for the purpose of their publishing in connection with organisation of the Fairs, if the Organiser decides that these materials violate the justified interest of the Organiser or other Fairs participants, the rights of third parties, the commonly valid legal standards, good practice, or if the sent materials do not meet the technical requirements. At the same time, the Organiser reserves the right to shorten or adjust the materials sent for publication.
- 6.4. The Organiser is not responsible for the content of the supplied advertising, promotional or information materials, which the Organiser or the Exhibitor published in connection with organisation or promotion of the Fairs.
- 6.5. The Exhibitor expresses its consent for promotion of its company by the Organiser in connection with the event being organised, in particular for the use of the name, logo, pictures and content published on the Exhibitor's websites and Facebook page. The Organiser is also authorised to use these materials for publishing reports from the Fairs.

## **7. Liability**

- 7.1. The Organiser bears liability only for damages caused to the Exhibitor or to any other Fairs participant through intentional fault of the Organiser or persons acting on its behalf.
- 7.2. The Organiser is not responsible for damages, theft and destruction of the objects located on the exhibitions.
- 7.3. The exclusive responsibility for the objects located on the exhibitions belongs to the Exhibitor. The Exhibitor is obliged to deliver the objects for the exhibition on its own and to remove them from the booth after the end of the Fairs within the designated time limit.
- 7.4. The Exhibitor shall bear full material responsibility, on the basis of risk, for any damage caused to the Organiser or to third parties by the Exhibitor or by a person acting on the Exhibitor's behalf or representing its rights.
- 7.5. The Exhibitor is obliged to promptly notify the Organiser of occurrence of any event causing damage or threatening to cause damage.
- 7.6. The Organiser recommends to the Exhibitor to enter into relevant property insurance contracts with regard to risks related to the Fairs and a civil liability insurance contract for any possible damage caused in connection with participation in the Fairs.

## **8. Design, Assembly and Disassembly of Non-standard Booths**

- 8.1.1. The Exhibitor may commence assembly works at the booth no earlier than 2 days prior to the beginning of the Fairs. The Organiser may also order cessation of works, if the Organiser decides that they violate the Regulations of the facility or threaten the order or the safety of people or property. Before commencing assembly of the booth, the Exhibitor is obliged to present the technical design of the booth for acceptance, along with its projections and visualisation.
- 8.1.2. For booths in individual development below 100 sq. m, the date of commencement of assembly is no earlier than 2 days prior to the beginning of the Fairs, or accordingly earlier when needed, after obtaining consent from the Organiser and paying the fee. For booths in individual development from 100 to 200 sq. m - the date of commencement of assembly shall be agreed with the Organiser of the Fairs.
- 8.2. During the assembly and disassembly of booths, it is forbidden to conduct works related to welding, grinding, or other works causing dusting or fire hazard.
- 8.3. The Exhibitor is obliged to remove any residues after assembly and disassembly of the booth.
- 8.4. The Exhibitor is obliged to ensure order at the booth and on the pedestrian routes around the booth throughout the whole period of using the exhibition space. It is forbidden to obstruct the fire escape route and the corridor.

- 8.5. The Exhibitor is obliged to observe relevant legal and technical standards, construction and installation standards, occupational health and safety standards, sanitary and fire standards, etc.
- 8.6. Assembly and disassembly of booths may take place only on the dates indicated by the Organiser.
- 8.7. During assembly and disassembly, it is forbidden to impair the structure or the surface of walls, floors and other elements of the facility, where the Fairs take place, as well as to use own forklifts and automatic lifts.
- 8.7.1. Within the exhibition hall of PTAK WARSAW EXPO, it is absolutely prohibited to:
  - stick, attach and hang any advertisements, leaflets, information, etc. on the booth partition walls, using chemical substances, foam adhesives, double-sided tapes and others, which in a special way result in irreversible damage to those walls,
  - mechanically interfere in the booth partition walls, leading to irreversible damage to the board.Failure to comply with this provision may result in a penalty, reflecting the metric area of the damaged board, in the net amount of PLN 100 /sq. m.
- 8.8. After the end of the Fairs, within the time indicated by the Organiser for disassembly booths, the Exhibitor shall be obliged to restore the exhibition space made available thereto to the previous condition, otherwise the Organiser shall order performance of these activities to an external entity at the expense of the Exhibitor.
- 8.9. Individual development prepared by the Exhibitor must be accepted by the Organiser. The Exhibitor is obliged to deliver the technical design of the booth to the Organiser, by e-mail or in person, within a month before the date of the Fairs.

## **9. Organisation of Work at the Booth**

- 9.1. The Exhibitor is obliged to make the booth available to visitors on the opening days and hours of the Fairs. Leaving the booth or commencing the disassembly before the end of the Fairs without the Organiser's permission may lead to imposing a contractual penalty fee onto the Exhibitor in the net amount of PLN 5000.
- 9.2. If the exhibition at the booth uses any works, the Exhibitor is obliged to settle the issues of the copyright and related rights to these works on its own.
- 9.3. Replacement or supplementation of the exposition at the booth and cleaning of the booth and its environment may take place only beyond opening hours of the Fairs.
- 9.4. The Organiser's representative may request the Exhibitor to immediately remove from the booth any elements posing a threat for the safety of people or property, or otherwise disturbing the course of the Fairs.
- 9.5. Any promotional activities of the Exhibitor may take place only within the booth and may not disturb the course of the Fairs and the work of other Exhibitors.
- 9.6. In order to leave the booths during opening hours of the Fairs, the Exhibitor must obtain the Organiser's approval, after submitting prior written request in the office of the Fairs.
- 9.7. The Organiser is not responsible for the Exhibitor's property left unattended at the booth, during assembly and disassembly, and during the fair event.

## **10. Order and Organisational Regulations**

- 10.1. All participants in the Fairs are obliged to comply with the commonly binding standards and principles with concerning occupational health and safety, fire safety and sanitary issues, as well as these Regulations and other regulations binding at the place of the Fairs.
- 10.2. The Exhibitor is obliged to observe order instructions of the Organiser's representative.
- 10.3. Within the area of the Fairs, it is forbidden to smoke outside the designated areas, use open fire and use electrical heating devices. It is forbidden to bring weapons, ammunition, explosives and irritants or substances constituting fire hazard in the area of the Fairs.
- 10.4. It is forbidden to obstruct escape routes, as well as access routes and access roads to fire safety devices.
- 10.5. The Exhibitor and the persons representing its rights are obliged to wear in a visible place identifiers issued by the Organiser, as well as undergo control procedures, carried out to the order of the Organiser by a licenced security agency, guarding the safety of the Fairs.

10.5.1. Access to the area of the PTAK WARSAW EXPO is granted after collecting entry cards. The Organiser is not liable for damage caused on the car park.

## **11. Final Provisions**

- 11.1. The Organiser reserves the right to change the date or the location of the Fairs or to cancel the Fairs. The Organiser shall inform the Exhibitor of these changes immediately. In the case of cancellation of the Fairs, the Organiser shall refund all advance payments paid by the Exhibitor.
- 11.2. Any complaints shall be reported to the Organiser immediately in writing, but no later than upon completion of disassembly of booths. Complaints reported after this time shall be deemed groundless.
- 11.3. The Exhibitor expressly confirms that the Organiser has not submitted thereto any assurances or guarantees concerning economic performance that the Exhibitor is to obtain as a result of participation in the Fairs, and the Exhibitor shall not be entitled to any claims against the Organiser on this ground.
- 11.4. The contract for participation in the Fairs is governed by the Polish law and shall be construed according to this law. Any disputes between the Parties resulting from this contract shall be settled by the common court competent for the registered office of the Organiser.