



## TRADE TERMS AND CONDITIONS



### General provisions

- 1.1. These Terms and Conditions shall apply to any entity (hereinafter the “**Exhibitor**”) participating in the **WARSAW HOME FAIR** to be held on 4-7 October 2018 in Nadarzyn (hereinafter the “**Fair**”), organized by Warsaw Home Expo Sp. z o.o. **with its registered office in Rzgów (ul. Żeromskiego 6, 95-030 Rzgów)**, entered in the business register maintained by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under the number 0000709613, Taxpayer ID 728-282-50-04, REGON 368993220 (hereinafter the “**Organizer**”).
- 1.2. These Terms and Conditions shall form an integral part of the **Terms of Participation and Registration** in the Fair.
- 1.3. All the Fair participants shall comply with the Organizational Regulations and the Facility Regulations applicable at the premises of the Fair.
- 1.4. For the avoidance of doubt, in the event of any discrepancies between these Terms and Conditions and the Facility Regulations, these Terms and Conditions shall prevail.

### 2. Execution of the Fair Participation Agreement

- 2.1. By submitting the “**Application for Participation**”, completed or signed by the authorized persons, hereinafter referred to as the “**Application**” or “**Agreement**”, to the Organizer’s representative or by sending the same via e-mail, fax or an app, the Exhibitors express their will to enter into the Agreement with the Organizer. At the same time, the persons signing / completing the **Application** represent and warrant that they are duly authorized to enter into the Agreement on behalf of the Exhibitor. Sending an Application shall mean understanding and acceptance of these *Terms and Conditions*, the *Facility Regulations* and the *Terms of Participation*, which thus shall form an integral part of the Fair Participation Agreement.
- 2.2. The Fair Participation Agreement shall be deemed to be executed upon sending / submitting the completed Application for Participation and upon the Organizer’s confirmation of acceptance of the Application.
- 2.3. No change of the entity acting as the Organizer, or its registered office or address, shall be construed as an amendment to the terms of the Agreement.
- 2.4. The foregoing shall also apply to the Exhibitor's ordering of any auxiliary products and services offered by the Organizer in connection with the Fair organization.
- 2.5. The Organizer reserves the right to refuse to accept the Application without a reason. The Organizer shall provide the respective notice by e-mail to the address specified in the **Application**. In such a case, no Agreement shall be executed between the Parties.

- 2.6. The Organizer shall have the right to refuse the Exhibitor to participate in the Fair, should the Exhibitor be in arrears with any fees due to the Organizer. In such a case, the Parties acknowledge that the Organizer has duly fulfilled their contractual obligations.

### 3. Payments

- 3.1. The fees for the exhibition space and other services related to the Exhibitor's participation in the Fair are indicated in the **Terms of Participation** and the attachments thereto. At the same time, the Exhibitor agrees to pay to the Organizer the fees for the services, in the amounts specified therein.
- 3.2. The deadlines and methods of payment of the fees are set out in the **Terms of Participation**.

### 4. Lease of the exhibition space

- 4.1. The Organizer shall indicate the exhibition space to the Exhibitor in the **Application** no later than by 20 September 2018.
- 4.2. The Organizer shall allocate the exhibition space taking into account the Exhibitor's needs as far as organizationally and technically practicable.
- 4.3. The Organizer shall have the right to change the location and numbering of the exhibition space, which shall not be construed as an amendment to the Fair Participation Agreement and shall not give rise to any Exhibitor's claims against the Organizer. The Organizer shall send a notice on a change of the Exhibitor's exhibition space by e-mail to the address specified by the Exhibitor in the **Application**.
- 4.4. The Organizer reserves that the floor of the exhibition space leased must be covered with finishing material (carpet, panels, platform or other).
- 4.5. The Organizer reserves that each exhibition space leased must be provided with its own lighting or must use the Organizer's auxiliary equipment.

### 5. Sublease

- 5.1. The exhibitor shall not be entitled to sublease all or part of the leased exhibition space to another entity (**Sublessee**). In the event of a breach of this provision i.e. sublease of the space, the Organizer shall be entitled to impose on the Exhibitor a financial penalty of PLN 10,000 (in words: ten thousand zlotys), payable within 7 days from the date of service of the demand for payment of the contractual penalty.
- 5.2. The space referred to in Clause 5.1 may be used only for presentation of the products that conform with the idea of the Fair.
- 5.3. In the event of a breach of Clause 5.2, the Organizer reserves the right to impose a contractual penalty equivalent to 30% of the fee paid for participation in the Fair.

### 6. Advertisement and display

- 6.1. The Exhibitor shall have the right to display and advertise their products (goods and/or services) only on the allocated exhibition space, provided that the exhibits do not obscure the adjacent exhibitions and do not disturb other Exhibitors' normal course of work. The Exhibitor shall not be entitled to use sound equipment or other devices that may disturb other Exhibitors' normal course of work. Should the Exhibitor display the products which the Exhibitor is not authorized to display i.e. for which the Exhibitor is not a legal distributor, the Organizer shall be entitled to impose on the Exhibitor a financial penalty of PLN 10,000 (in words: ten thousand zlotys), payable within 7 days from the date of service of the demand for payment of the contractual penalty.
- 6.2. The Exhibitor is required to hold all the copyrights as well as necessary licenses and rights to products and advertising materials located at the exhibition stand and provided in the course of the cooperation. In the event where:
- a) a third party raises substantiated claims against the Exhibitor in connection with a breach of such rights, the Exhibitor agrees to satisfy such claims,

- b) third party claims are brought against the Organizer before the court, as specified in point (a) above, the Exhibitor agrees to enter the proceedings to support the Organizer and take any actions, in fact or law, to release them from participation in the case, and in the event where an enforceable title is issued against the Organizer, the Exhibitor shall satisfy any and all claims specified therein,
  - c) the Organizer has concerns as to the Exhibitor's breach of the copyright for the products displayed, the Exhibitor shall remove such products from the exhibition space, whenever requested to do so by the Organizer, failing which, the Organizer shall be entitled to remove the products from the exhibition space themselves or to close the Exhibitor's stand, at the expense of the Exhibitor.
- 6.3. Placing the Exhibitor's advertising outside the leased stand space without the Organizer's is subject to a contractual penalty of PLN 5,000 (in words: five thousand zlotys), payable within 7 days from the date of service of the demand for payment of the contractual penalty.
- 6.4. The Organizer may refuse to publish the materials provided to them by the Exhibitor for publication in connection with the organization of the Fair if they believe that such materials violate the legitimate interest of the Organizer or other Fair participants, third-party rights, generally applicable legal standards or good practice. At the same time, the Organizer reserves the right to reduce or edit the materials sent for publication.
- 6.5. The Organizer shall not be liable for the content of advertising, promotional or information materials provided to them, that are published by the Organizer or the Exhibitor in connection with the organization or promotion of the Fair.
- 6.6. The Exhibitor as well as any other Fair participants, including in particular the Fair visitors, shall not promote other trade fair facilities and other trade fair events at the premises of and during the Fair. This prohibition shall not include the promotion of subsequent editions of the Fair. In the event of a breach of this provision, the Organizer shall be entitled to impose on the Exhibitor and on any other Fair participant a financial penalty of PLN 10,000 (in words: ten thousand zlotys), payable within 7 days from the date of service of the demand for payment of the contractual penalty.
- 6.7. The Exhibitor agrees to promotion of their company by the Organizer in connection with the organized event, including, in particular, to use of the name, logo, photos and content published on websites and on Facebook.
- 6.8. Distribution of advertising materials at the premises of the Fair by hostesses is prohibited, subject to Clause 9.5 of the Terms and Conditions.

## **7. Liability**

- 7.1. The Organizer shall only be liable for damage caused to the Exhibitor or another Fair participant as a result of wilful misconduct of the Organizer or a person acting on their behalf.
- 7.2. The Exhibitor shall bear full financial liability, on no-fault basis, for any damage caused to the Organizer or to third parties by the Exhibitor or a person acting on their behalf or representing their rights.
- 7.3. The Exhibitor shall immediately notify the Organizer of any event causing or threatening to cause damage.
- 7.4. The Organizer recommends that the Exhibitor shall enter into relevant property insurance contracts regarding the risks associated with the Fair and third-party insurance contracts regarding any damage caused in connection with participation in the Fair.
- 7.5. The Organizer shall not be liable for any interruptions in the supply of utilities or services, caused by circumstances beyond their control, in which case they agree to take any and all actions required to restore undisturbed access to utilities or services.
- 7.6. The Exhibitor shall be responsible for communication with the Authors' Association "ZAIKS" (and other organizations representing the artists' rights) as well as payment of fees for their activities during the Fair and the resulting claims reported by ZAIKS.

## **8. Design, assembly and disassembly of non-standard stands**

- 8.1. The Exhibitor may commence assembly works at the stand no earlier than 2 days before the commencement of the Fair. The Organizer may also request to cease the works if they find that such works violate the Facility Regulations or threaten the order or safety of persons or property. Prior to commencement of the assembly

- of the stand, however no later than by 30 June 2018, the Exhibitor shall submit the technical design of the stand as well as projections and visualization thereof for approval.
- 8.2. For detached stands with the area exceeding 100 sqm, the assembly commencement date is agreed with the Fair Organizer, on a case-by-case basis.
  - 8.3. During assembly and disassembly of stands, it is forbidden to carry out works related to welding, grinding, or other processes generating dust or causing fire hazard.
  - 8.4. Following assembly or disassembly of the stand, the Exhibitor shall remove any residues within 24 hours of the Fair closing time, on 07 October 2018.
  - 8.5. The Exhibitor shall ensure order at the stand and along the communication routes around the stand throughout the exhibition period. It is forbidden to block fire routes and corridors.
  - 8.6. The Exhibitor shall observe relevant legal, technical, construction and assembly, health and safety, sanitation as well as fire protection standards, etc.
  - 8.7. The assembly and disassembly of stands can only take place on dates and at times specified by the Organizer.
  - 8.8. During assembly and disassembly, it is forbidden to disrupt structures or walls, floors and other elements of the facility, where the Fair is held, as well as to use of own forklifts and automatic lifts.
  - 8.9. At the premises of PTAK WARSAW EXPO exhibition hall, it is categorically prohibited to:
    - a) stick, attach or fit any advertisement, leaflets, information etc. on the stands' partition walls, using chemical substances, foam adhesives, double-sided tapes or other products, which specifically cause irreparable damage thereof,
    - b) mechanically disrupt the partition walls at the stands, in a way causing irreparable damage of the wallboard.Failure to comply with this provision may result in a penalty of net PLN 500 per sqm of the entire wallboard.
  - 8.10. After the end of the Fair, at the time set by the Organizer for the disassembly of the stands, the Exhibitor shall restore the exhibition space allocated to them to its original condition, failing which, the Organizer shall be entitled to order a third party to do so at the expense of the Exhibitor, in accordance with the PTAK WARSAW EXPO Facility Regulations.
  - 8.11. It is forbidden to construct exhibition stands using the Octanorm system in white (only transparent construction with white skeletal structure is allowed). Black structural elements are inadmissible.

## **9. Work organization at the stand**

- 9.1. The Exhibitor shall provide access to the stand for visitors during the opening days and times of the Fair. Vacating the stand prior to closing of the Fair without the Organizer's consent shall result in imposing a contractual penalty of PLN 5,000 (in words: five thousand zlotys) payable within 7 days from the date of service of the demand for payment of the contractual penalty.
- 9.2. Where the presentation at the stand uses any Works, the Exhibitor shall settle any issues of copyright and related rights to these Works at their own.
- 9.3. Replacement or replenishment of the display at the stand as well as cleaning of the stand and its surroundings may take place only outside the opening hours of the Fair.
- 9.4. The Organizer's representative may demand the Exhibitor to immediately remove from the stand any items that pose a threat to the safety of persons or property, or otherwise disturb the course of the Fair.
- 9.5. The Exhibitor may undertake any promotional activities only within the area of their stand and may not interfere with the course of the Fair or the activities of other Exhibitors. The hostesses may distribute advertising materials only within the area of the stand allocated to the Exhibitor they promote.
- 9.6. The Organizer shall not be liable for Exhibitor's items left at the vacated stand during assembly or disassembly or during the Fair.

## **10. Order and organizational regulations**

- 10.1. All the Fair participants shall comply with the generally applicable standards and principles, including health and safety, fire and sanitary regulations as well as these Terms and Conditions and other rules applicable at the premises of the Fair, including the Facility Regulations.

- 10.2. The Exhibitor shall observe the organizational instructions issued by the Organizer's representative.
- 10.3. It is forbidden to smoke, except for the areas designated for this purpose, as well as to use open flame or electric heating devices, at the premises of the Fair. It is forbidden to bring weapons, ammunition, explosives and irritating or fire-hazardous substances to the premises of the Fair.
- 10.4. It is forbidden to block escape routes as well as access paths and routes to fire-fighting equipment and corridors.
- 10.5. The Exhibitor and the persons representing their rights are required to wear the IDs issued by the Organizer in a visible place and to comply with the control procedures carried out on behalf of the Organizer by a licensed personal and property security agency supervising the security of the Fair.
- 10.6. The Organizer shall not be liable for any damages caused at the parking lot.

## **11. Final provisions**

- 11.1. The Organizer reserves the right to change the date or place of the Fair or to cancel the same. The Organizer shall notify the Exhibitor about these changes immediately. In the event of cancellation of the Fair, the Organizer shall refund to the Exhibitor all the advance payments made.
- 11.2. Any and all complaints shall be notified to the Organizer in writing immediately, but no later than upon completion of disassembly of the stand. Complaints submitted after this deadline shall be considered invalid.
- 11.3. The Exhibitor expressly confirms that the Organizer did not provide them with any warranties or guarantees as to the economic results to be achieved by the Exhibitor on account of their participation in the Fair and they will not have any claims against the Organizer in this respect.
- 11.4. The Fair Participation Agreement shall be governed by the Polish law and shall be interpreted in accordance therewith. Any and all disputes between the Parties arising from the said agreement shall be settled by a common court having jurisdiction over the seat of the Organizer.