



RULES AND REGULATIONS OF THE FAIRS

1. General

1.1. Provisions of these Rules and Regulations shall apply to any and all entities (hereinafter referred to as the “Exhibitor”) participating in the WORLD TRAVEL SHOW Fairs in Nadarzyn (hereinafter referred to as the “Fairs”), which are organized by company under the business name of PTAK WARSAW EXPO Sp. z o.o. with its registered seat in Nadarzyn (postal code: 95-030), [address:] Al. Katowicka 62, entered in the register of business entities maintained by the District Court for the capital city of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under No. KRS 0000671001, (tax identification number) NIP 534-254-45-79, (industry identification number) REGON: 101295738.

1.2. These Rules and Regulations constitute an integral part of the Terms and Conditions of Participation and Declaration of Participation in the Fairs.

1.3. All participants in the Fairs shall also be obliged to abide by the enforcement regulations and the rules and regulations of the building which apply at the place where the Fairs are held.

2. Conclusion of agreement for participation in the Fairs

2.1 By sending either via e-mail or telefax, or submitting in person the form of “Declaration of Participation”, hereinafter referred to as the “Declaration” or “Agreement”, the Exhibitor expresses the intention to enter into agreement for participation in the fairs. Agreement for participation in the Fairs shall be concluded at the time when the Organising Entity confirms acceptance of the Declaration via e-mail sent to the address of the Exhibitor provided in the Declaration. By signing the Declaration, the respective signatories concurrently represent and warrant that they are duly authorised to enter into the agreement on behalf of the Exhibitor. Sending the Declaration shall mean acknowledgement and acceptance of these Rules and Regulations and Terms and Conditions for Participation, which constitute an integral part of the agreement for participation in the Fairs.

2.2 Agreement for participation in the Fairs shall be concluded at the time when the Organising Entity confirms acceptance of the Declaration for the purpose of processing thereof by way of sending an email to the address of the Exhibitor provided in the Declaration.

2.3. The above procedure shall also apply to the Exhibitor's ordering of any additional products and services offered by the Organising Entity in connection with organization of the Fairs.

2.4 The Organising Entity reserves the right to refuse acceptance of the Declaration for the purpose of its processing without providing a reason therefor. The Organising Entity shall provide this information via e-mail to the e-mail address specified in the Declaration. In such a case, no agreement is concluded between the Parties.

2.5 The Organising Entity shall have the right to deny the Exhibitor participation in the Fairs, if the Exhibitor is in arrears with any fee due to the Organising Entity. The Parties shall agree that the Organising Entity has duly met its contractual obligations in such a situation.

3. Payments

3.1. Prices for the exhibition space and other services related to the participation of the Exhibitor in the Fairs are specified in the Terms and Conditions for Participation and in the appendices thereto. The Exhibitor shall be concurrently obliged to pay the Organising Entity, in due time, the fee for the services specified therein in the amount as specified therein.

3.2. The deadlines and methods for payment of the consideration shall be specified in the Terms and Conditions for Participation.

4. Making the exhibition space available

4.1. In the Declaration, the Exhibitor shall select the exhibition space.

4.2. The Organising Entity shall allocate the exhibition space taking into account the requests of the Exhibitor to the extent that any capacity and technical and organizational measures are available.

4.3. The Organising Entity shall have the right to change the location of the exhibition space; the foregoing shall not constitute an amendment to the agreement for participation in the Fairs or give rise to any claims on the part of the Exhibitor against the Organising Entity. The Organising Entity shall inform the Exhibitor about any change of the exhibition space by sending e-mail to the e-mail address specified by the Exhibitor in the Declaration.

4.4. The Organising Entity shall have the right to change the numbering of the exhibition space; the foregoing shall not constitute an amendment to the agreement for participation in the Fairs or give rise to any claims against the Organising Entity. The Organising Entity shall inform the Exhibitor about change, if any, in the numbering of the exhibition space by sending e-mail to the e-mail address specified by the Exhibitor in the Declaration.

4.5. In the event that the Exhibitor conducts sales, they shall be obliged to have a fiscal cash register in place in accordance with the applicable regulations.

4.5. The Exhibitor shall be obliged to hold license for all the objects in their stall.

5. Making the exhibition space available to another entity

5.1 The Exhibitor may only make the entire or a part of the exhibition space available to another entity (Another Entity) upon a prior written consent from the Organising Entity.

5.2 The Exhibitor shall be fully liable for actions and omissions of Another Entities like for its own actions and omissions.

5.3 In the space referred to in Item 5.1., Another Entity may only present products conforming to the concept of the Fairs.

5.4 In the event that Item 5.3 is violated, the Organising Entity reserves for itself the right to impose contractual penalty in the amount of 25% of the fee paid for participation in the Fairs.

6. Advertisement and exhibition

6.1. The Exhibitor shall have the right to only exhibit and advertise its products (goods and/or services) in the allocated exhibition space on condition that its exhibits do not obscure the neighbouring exhibitions or interfere with the normal course of procedure of other Exhibitors. The Exhibitor shall have no right to use any sound equipment, additional lighting, etc. that may interfere with the normal course of procedure of other Exhibitors.

6.2. Posting an advertisement of the Exhibitor outside of the area of the stall they purchased shall only be possible against additional payment upon arranging for such posting with the Organising Entity and obtaining written consent therefrom.

6.3. The information catalogue of the Organising Entity contains proposed forms of advertisement. Depending on the type of advertising products ordered, the Exhibitor and the Subtenant shall be obliged to provide the Organising Entity with their contact details and electronic files including graphs, logotypes, trademarks and other materials to be published by the Organising Entity in connection with the organization or promotion of the Fairs within two (2) weeks from the Declaration of participation; otherwise, in the event of failure to do the above, the Organising Entity shall be discharged from the obligation of publishing them while retaining however the right to remuneration for their publication.

6.4. The Organising Entity may refuse to publish materials submitted to them by the Exhibitor with a view to publishing such materials in connection with organisation of the Fairs, if they recognize that the materials infringe upon the legitimate interest of the Organising Entity or other participants in the Fairs, third party rights, applicable legal norms or good morals. Concurrently, the Organising Entity reserves the possibility to make abridgements or corrections in the materials submitted for publication.

6.5. The Organising Entity shall not be responsible for the contents of advertising, promotional or information materials provided to them which were published by the Organising Entity or the Exhibitor in connection with organization or promotion of the Fairs.

7. Liability

7.1. The Organising Entity shall only bear liability for damage inflicted upon the Exhibitor or another participant in the Fairs if such damage was inflicted through a wilful act of the Organising Entity or a person acting on their behalf.

7.2 The Organising Entity shall not bear liability for any damage, theft, or destruction of objects present at the stall of the Exhibitor.

7.3 The Exhibitor shall be exclusively liable for any and all objects present in the stall of the Exhibitor. The Exhibitor shall be obliged to supply the objects to the stall using its own means and to remove them after the end of the Fairs within the time limit set for the disassembly.

7.4 The Exhibitor shall bear risk-based full financial liability for any and all damage done by the Exhibitor to the Organising Entity or third party acting on the Exhibitor's behalf or representing the Exhibitor's rights.

7.5. The Exhibitor shall be obliged to promptly inform the Organising Entity of occurrence of any event giving rise to or threatening damage.

7.6. The Organising Entity recommends it to the Exhibitor to enter into appropriate property insurance contract for risks attributable to the Fairs and to take out third party liability insurance for damage, if any, inflicted in connection with participation in the Fairs.

8. Design, assembly and disassembly of non-standard stalls

8.1. The Exhibitor may start the assembly works no earlier than two (2) days before commencement of the Fairs; The Organising Entity may also order that the works be interrupted if they recognize that the works violate the Rules and Regulations of the building or pose a threat to the order or safety of persons or property. Prior to commencement of the assembly of the stall, the Exhibitor shall be obliged to present technical design of the stall including the projections and visualisation, for approval thereof.

8.2. The date when assembly of any stalls having individual structures with the area smaller than 100 sq. m. can be commenced shall fall no earlier than two (2) days before commencement of the Fairs, or, if necessary, still earlier, upon consent from the Organising Entity and payment of the fee. The date when assembly of any stalls with individual structures with the area between 100 sq. m. and 200 sq. m. can be commenced shall be agreed with the Organising Entity of the Fairs.

8.3. No works involving welding, grinding or any other works generating dust or posing the risk of fire may be conducted during the assembly and disassembly of the stalls.

8.4. After assembly and/or disassembly of the stall, the Exhibitor shall be obliged to remove any remains thereof.

8.5. Throughout the period of holding the exhibition space, the Exhibitor shall be obliged to maintain order on the stall and in the communication passages around the stall. It shall be prohibited to block the fire routes and/or the corridor.

8.6. The Exhibitor shall be obliged to observe the applicable legal and technical as well as the building and construction, occupational safety (bhp), fire prevention and sanitary norms and/or standards, etc.

8.7. Any and all stalls may only be assembled and/or disassembled within time limits specified by the Organising Entity.

8.8. During assembly and/or disassembly, any interference with the structure of the surface of the walls, floors and other components of the facility housing the Fairs as well as use of the exhibitor's own forklifts and automatic lifting devices shall be prohibited.

8.9. The following shall be absolutely forbidden in the area of the WARSAW EXPO exhibition hall: - posting or affixing any advertisements, leaflets, information etc. or lining the partition walls of the stalls therewith, using any chemical substances, foam adhesives, double-sided adhesive tapes and 5 other means leading to irreversible damage of the walls; - mechanical interference with the partition wall of the stalls leading to irreversible damage of the board. A sanction for a failure to observe this regulation shall be a penalty acknowledging the area of the damaged board in the amount of PLN 100 net per sq. m.

8.10. After the end of the Fairs, during the time allocated by the Organising Entity for disassembly of the stalls, the Exhibitor shall be obliged to restore the exhibition space made available to them, to the previous condition or else the Organising Entity shall assign the foregoing to a third party entity at the expense of the Exhibitor.

8.11. Any individual structures put up by the Exhibitor must be approved by the Organising Entity.

9. Organisation of work in the stall

9.1. The Exhibitor shall be obliged to make the stall available for the visitors on the dates and during the times of opening of the Fairs. Abandoning the stall before the closing of the Fairs without consent from the Organising Entity shall result in imposition of a contractual penalty in the amount of PLN 1,000 net on the Exhibitor.

9.2. If presentation of exhibits at the stall involves playing any music, the Exhibitor shall be obliged to settle the issue of copyrights and neighbouring rights (if any) on its own.

9.3. Replacement or supplementation of the exhibits in the stall as well as cleaning the stall and its surroundings may only be held outside of the opening hours of the Fairs.

9.4. A representative of the Organising Entity may request the Exhibitor to promptly remove any objects and components posing threat to the safety of people or property from the stall, or otherwise disturbing the Fairs.

9.5. Any and all promotional activities of the Exhibitor may only be held within the stall and may not interfere with the Fair or other Exhibitors' work.

9.6. Abandoning Exhibitor's stalls during the opening hours of the Fairs requires consent from the Organising Entity upon a prior written notification of the abandoning to the office of the fairs.

9.7. The Organising Entity shall not be responsible for any objects left by the Exhibitor at an abandoned stall during the assembly, disassembly and during the fair events.

10. Enforcement and organisational regulations

10.1. All participants in the Fairs shall be obliged to abide by the generally applicable occupational safety, fire prevention and sanitary norms and standards as well as these Rules and Regulations and other rules and regulations applicable at the place of holding the Fairs.

10.2. The Exhibitor shall be obliged to abide by the order requests issued by the representative of the Organising Entity.

10.3. Save for dedicated places, smoking, using open fire, and operating electrical heaters shall be prohibited in the area of the Fairs. Bringing weapons, ammunition, explosives and irritant substances or substances posing fire hazard into the area of the Fairs shall be prohibited.

10.4. Blocking evacuation routes and accesses to fire-fighting equipment shall be prohibited.

10.5. Both the Exhibitor and those representing its rights shall be obliged to wear identification badges at a conspicuous place which shall be issued by the Organising Entity and to subject themselves to control procedures carried out to the commission of the Organizing Entity by an authorised and licensed security agency controlling the security of the Fairs.

10.6. Entry into the area of WARSAW EXPO shall only be possible upon collecting of the entrance cards. The Organising Entity shall not be responsible for any damage done at the parking place.

11. Principles of work during the assembly and disassembly of the stalls

11.1. The Exhibitor may transport the exhibits to be presented at the Fairs, including machinery and other heavy equipment (hereinafter referred to as the "exhibits") into the area of the "Ptak Warsaw Expo" using its own means, or use the services of a third party company or the shipping company providing services to Ptak Warsaw Expo under a separate contract.

11.2. Any unloading of any heavy exhibits, introducing them into the exhibition hall and placing them on the exhibition site of the Exhibitor may only be performed by a representative of the shipping company cooperating with Ptak Warsaw Expo on the basis of separate contract, by means of the appropriate equipment (forklifts).

11.3. Any and all costs for transport and shipping services related to participation in the Fairs shall be borne by the Exhibitor.

11.4. The official and sole shippers cooperating with Ptak Warsaw Expo on the basis of separate agreement include: Netlog Polska sp. z o.o. and C.Hartwig Gdynia S.A.

11.5. No vehicle (including trucks, lifts, or forklifts) that does not belong to the official shippers of Ptak Warsaw Expo may enter the area of the exhibition hall.

11.6. The unloading, introduction and placing at the place of exhibition of any heavy exhibits may only take place at the times and on the dates set by the Organising Entity.

11.7. The unloading, introduction and placing at the place of exhibition of any heavy exhibits may only be performed via dedicated freight gates.

11.8. The Exhibitors or Exhibitor's designated persons may use the freight gates for unloading and transport of light exhibits, including in particular by means of manually operated trolleys and palette trolleys (not being motor vehicles).

11.9. The Exhibitor shall directly contact representative(s) of the shipping company once the Organising Entity provides both of the parties with their mutual contact details and with the Organising Entity's knowledge. Any and all arrangements between the shipping company and the Exhibitor must be made with a copy for the Exhibitor.

11.10. All the above arrangements shall apply both during the period of assembly and disassembly of the exhibition.

11.11. In the event that any objects that may pose hazard to the health or life of another people are present on the space made available to the Exhibitor or that the Exhibitor has no license for sale of specific objects, the Organising Entity shall be entitled to promptly remove any such objects at the expense and risk of the Exhibitor and to promptly close and remove such a stall.

12 . Final Provisions

12.1. The Organising Entity reserves the right to change the time and/or place of holding the Fairs or to cancel the Fairs. The Organising Entity shall inform the Exhibitor promptly about such changes, if any. In the event of cancellation of the Fairs, the Organising Entity shall pay any and all advances back to the Exhibitor.

12.2. Any and all complaints should be lodged to the Organising Entity in writing promptly, however no later than upon completion of disassembly of the stalls. Any complaint lodged past that date shall be considered as unreasonable.

12.3. The Exhibitor expressly confirms that the Organising Entity has not made to them any representations or warranties concerning the economic conditions that the Exhibitor shall generate as a result of participation in the Fairs and shall not raise any claims against the Organising Entity thereunder.

12.4. The Agreement for participation in the Fairs shall be governed by and construed in accordance with Polish law. Any and all disputes between the Parties arising therefrom shall be settled by a common court having jurisdiction of the registered seat of the Organising Entity.