RULES AND REGULATIONS OF TRADE SHOW

1. General Provisions

1.1. The provisions of these rules and regulations (hereinafter referred to as the “Trade Show Regulations”) shall be binding for all participants of trade fairs, exhibitions and displays (hereinafter referred to as “trade shows”) organized by Lentewenc Sp. z o.o. with its registered office in Warsaw (01-015), at ul. Skwer Wyszyńskiego 5/34 , entered into the National Court Register under No 0000415363, hereinafter referred to as the “Organiser”.
1.2. The sending by the Exhibitor to the Organiser of a properly filled-in Space Lease Application with legible signatures of the authorised persons (at least via e-mail), against confirmation of receipt by the Organiser as stated in par. 2.2, shall constitute the conclusion of a legally binding Space Lease Agreement, and the Exhibitor is thereby obliged to pay the Organiser any dues specified in the Space Lease Agreement.
1.3. The provisions hereof constitute an integral part of the form entitled SPACE LEASE APPLICATION (hereinafter referred to as the “Application”). The provisions hereof shall apply to the Space Lease Agreement and to the agreements on the provision of additional services concluded by and between the Organiser and the trade show participants.
2. Eligibility for Participation in Trade Show
2.1. An Exhibitor (hereinafter referred to as the “Exhibitor” or “participant”) may be a legal person, a natural person or an organisational unit with legal capacity provided for by the legislator, who under the Space Lease Agreement presents at the said trade show its business offer approved by the Organiser and compliant with the thematic scope of the trade show.
2.2. Conclusion of a legally binding Space Lease Agreement or agreement on the provision of additional services by and between the Organiser and the Exhibitor shall be effected upon sending by the Exhibitor to the Organiser of a properly filled-in Space Lease Application with legible signatures of the authorised persons (at least via e-mail), against confirmation of receipt and acceptance of application by the Organiser (at least via e-mail). The confirmation of the application receipt and acceptance by the Organiser, referred to in the preceding sentence will be made in the form of sending (at least via e-mail) pro forma invoice including all costs as stated in Application and shall be made within 7 working days of the date of delivery to the address indicated by the Organiser of a properly filled-in and sealed Application with signatures of persons authorised on behalf of the Exhibitor. The Exhibitor is obliged to pay the dues specified in the Application based on a pro forma invoice issued and sent by the Organiser.
2.3. The terms and conditions specified in the preceding clause hereof shall be valid also for the conclusion of the agreement on the provision of additional services with the use of Additional Services Order Form (hereinafter referred to as the “Service Form”). The Space Lease Agreement and the agreement on the provision of additional services shall be hereinafter referred to individually as the “agreement” and collectively as the “agreements”.
2.4. Conclusion of the agreement by and between the Exhibitor and the Organiser shall obligate the Exhibitor to:
a) effect any payments due to the agreements concluded in accordance with the provisions and within the time limits specified therein;
b) deliver to the address indicated by the Organiser any and all documents related to the participation of the Exhibitor in the trade shows, required by the Organiser.
2.5. Should the Organiser receive the Application after the lapse of the time limit specified in the Application, and also in specifically justified cases, the Organiser reserves the right to refuse the acceptance of the Application, and he shall notify the Exhibitor about such refusal in writing within up to 7 working days counting from the date of the Application receipt.
2.6. In the event of a refusal to confirm the acceptance of the Application by the Organiser, the Exhibitor shall be entitled to the reimbursement of all the amounts that he has already paid to the Organiser, however he shall not be entitled to any other claims due to the Organiser’s statement referred to above.

2.7. Minimum exhibition space rented is (do not apply to joint stand):
9 square metres for Indoor Space Only; 12 square metres for Corner Stand; 24 square metres for Peninsular Stand; 40 square metres for Island Stand.
3. Terms and Conditions of Payment
3.1. The fee for participation in single trade show shall be each time specified by the Organiser. The dues defined in the agreements constitute the Organiser's remuneration for the preparation, operation and finalisation of the trade show.
3.2. Upon the conclusion of the Space Lease Agreement, the Exhibitor shall pay to the Organiser's bank account 50% of the fee for the space and advertising (gross) and the full amount of the registration and administration fee within the time limit specified in the pro forma invoice issued by the Organiser. The remaining part of the dues together with VAT shall be paid no later than 90 days before the date of trade show opening. Each time upon the payment effected by the Exhibitor, the Organiser shall issue an advance VAT invoice.
3.3. Full payment for additional services ordered on the Service Form should be effected in the time limit specified in the pro forma invoice issued by the Organiser. The Exhibitor should deliver to the Organiser the confirmation of the payment made.
3.4. VAT invoices shall be issued in the currency in which prices are expressed.
3.5. In the event of any changes in the Application submitted, referred to in clause 2.2., made no later than 20 days before the date of the trade show opening, an additional amounts shall be paid within the time limit specified in the invoice.
3.6. In the event of late payment, the Exhibitor shall pay maximum statutory interest for delay from the amount specified in the pro forma invoice per each day of delay, however no more than 30% of the full performances specified in the Application.
3.7. The condition for rendering the exhibition space available along with any additional performances specified in the form sent is the payment of all fees related to the Exhibitor's participation in the trade show. In the event of the failure to pay the dues or the lack of relevant payment confirmations, the Organiser shall have the right to make a declaration of intent to terminate the agreements and to refuse the access of the Exhibitor to the trade show area.
3.8. Taking into consideration epidemic situation In 2022, In case of an obstacle in conducting the exhibition shall arise, and such an obstacle shall have a feature of "force majeure", by which the parties hereto understand especially inability to conduct the exhibition due to public authorities decisions that forbid organizing any assembly or such exhibitions, as well as due to necessity of ensuring the safety of exhibition participants in connection with epidemic announced by proper public authorities or without such announcement, if according to commonly known circumstances conducting the exhibition may cause above average risk of getting infected with a virus by exhibition participants – in all abovementioned cases the Organizer shall have the right to cancel the exhibition in 2022, which shall mean changing the date of the exhibition to the date set down in 2023, and the Participant agrees on that. All amount of money paid by the Participant shall be automatically counted towards exhibition edition in 2023. Provisions contained in point 13.3 of this Trade Show Regulations shall apply accordingly.
4. Resignation from Participation in Trade Show
4.1. The Exhibitor shall have the right to resign from the participation in the trade show under the condition of notifying the Organiser in writing no later than 90 days before the date of the trade show opening, under pain of invalidity. In such case, the Organiser may collect a handling fee in the amount of 100% of the registration and administration fee and 50% of the remaining fees resulting from the Space Lease Application and the Additional Services Order Form. The date of the letter submittal shall be deemed the date of the letter submittal to the registered office of the Organiser. If the Exhibitor resigns from participating in the trade show within the deadline specified in the preceding sentence, if the Exhibitor has not made the payments referred to in the preceding sentence, the Exhibitor shall be obliged to pay the Organiser a fee which, together with any earlier payments, will be equivalent to 100% of the registration and administration fee and 50% of the remaining fees resulting from the Space Lease Application and the Additional Services Order Form.
4.2. In the event when the Exhibitor resigns from the participation in the trade show within the time limit

shorter than 90 days before the date of the trade show opening, it shall be effective only if the Organiser, within 7 days from the date of receipt of the written resignation from the Exhibitor, agrees to resign, which shall be tantamount to the termination of the Space Lease Agreement by mutual agreement of the parties. If the Organiser has not given its consent, the Exhibitor shall not be entitled to the reimbursement of any amounts paid and any documented costs incurred by the Organiser in connection with the Exhibitor's application and his subsequent resignation, and if the amounts have not been paid in advance, the Exhibitor shall be obliged to pay the Organiser the full amount resulting from the Space Lease Agreement, subject to clause 4.3 below.

4.3 If the Organiser does not agree to resign from participation in the trade show in the situation specified in clause 4.2, the Exhibitor's declaration shall at the same time authorise the Organiser to lease the area covered by the Agreement to a third party. If the Organiser lease the space subject to the Space Lease Agreement to a third party, the Exhibitor shall be released from the obligation to pay the Organiser the amounts resulting from the Space Lease Agreement specified in the Space Lease Application, and in the event of their prior payment, the Organiser shall return the payment to the Exhibitor no later than on the trade show closure. .

4.4. The Exhibitor shall have the right to amend the scope of the order included in the Service Form under the condition that the amendment shall be presented to the Organiser in writing no later than 30 days before the date of the trade show opening. In such case the Organiser shall accept the amended order and pay out to the Exhibitor the difference in price no later than within 30 days of the date of the trade show closure. If the value of the new order is higher than the value of the previous one, the Exhibitor shall pay the difference in price within the time limit specified in the pro forma invoice issued.

4.5. Should the order included in the Service Form be cancelled within less than 30 days before the date of the trade show opening, the Exhibitor shall pay the full amount specified in the Service Form.

4.6. The Exhibitor's failure to appear on the day of the trade show opening shall also be deemed resignation. In such a situation, the Exhibitor shall not be entitled to reimbursement of the amounts paid and any documented costs incurred by the Organiser in connection with its application, and if the amounts have not been paid in advance, the Exhibitor shall be obliged to pay the Organiser the full amount resulting from the Space Lease Agreement.

5. Design and Development of Exhibition Space and Stand

5.1. In the event when the Exhibitor orders a developed space, the Organiser shall provide the construction of a standard stand with fittings described in detail in the Additional Services Order Form and in the appendices filled in and provided by the Exhibitor in accordance with the procedure set out in clause 2.2 hereof.

5.2. The Exhibitor who ordered the stand development from the Organiser shall:

a) organise and prepare the stand for display within the time limits specified in the Exhibitor's Portal.

b) return the stand in its original state, and in the event of damages, cover 100% of the costs of repair or new purchase in accordance with the documents presented by the Organiser.

5.3. The Exhibitor who rents undeveloped space and orders the stand construction from a third party other than that indicated by the Organiser, is obliged to notify the Organiser in writing of the contact information to the company to develop the stand as well as contact person information and submit a written declaration of liability for the construction of the development, the electric system, as well as the water supply and sewerage system, in accordance with the regulations in force

5.4. The Organiser reserves the right to refuse to express his consent for the development and to refuse access to the trade show area in the event when the entity which renders development services fails to meet the obligations specified in this clause, or when the design submitted violates the provisions of the Trade Show Regulations, the Trade Show Technical Regulations or the Rules and Regulations of Centrum Wystawiennicze EXPO XXI;

5.5. The Exhibitor shall be held liable for the acts and omissions of the contractor who provides the development services ordered as for his own acts and omissions, including liability for the observance by the contractor of fire and OSH regulations binding in the trade show area, as well as for the damages caused by the contractor. Should any violations of the above provisions be detected, the Organiser shall have the right to demand the violations to be ceased, and should it prove ineffective – to terminate the agreement or

agreements without the notice period, and to refuse the Exhibitor's access to the trade show area.
5.6. The Exhibitor shall remove any remains left after the construction and disassembly (cardboard boxes, foil, boards, etc.) directly after the assembly and disassembly works have been finished, and he shall return the exhibition space rented to the original state, until the date set out by the Organiser at the latest. In the event when the space is left untidy, the Organiser shall have the cleaning works performed at the Exhibitor's expense.
5.7. The Organiser shall allocate the exhibition space to the Exhibitors according to the order of applications received, the design of the exhibition space development and the organisational and technical conditions of the trade show. The Organiser reserves the right to change the location of the exhibition space allocated due to the design and technical as well as organisational reasons. In such case the Exhibitor shall not have the right to demand compensation from the Organiser.
6. Co-exhibitors
6.1. A co-exhibitor is an entity which does not rent an autonomous space directly from the Organiser, but is physically present in the Exhibitor's stand and offers his products or services there.
6.2. The Exhibitor shall be obliged to notify of his Co-exhibitors on the SPACE LEASE APPLICATION, which constitutes an appendix to Additional Services Order Form, and to pay a relevant registration fee per each Co exhibitor using the Exhibitor's stand.
6.3. The Co-exhibitor has the same rights as the Exhibitor, and he is obliged to observe the Trade Show Regulations, and the Exhibitor shall be held liable for the acts and omissions of the Co-exhibitor as for his own acts and omissions.
6.4. The Exhibitor shall not sub-rent the stand nor transfer it in any form to other entities without a written consent of the Organiser.
7. Exhibits
7.1. The Exhibitor is exclusively liable for the exhibits, and in particular for the damages caused by them, their proper protection (also after the trade show closure), as well as for their compliance with any standards required by the law, and for obtaining relevant certificates and approvals for the exhibits.
8. Transportation, Customs and Forwarding
8.1. Imports/exports of goods by the trade show participants from the non-EU states means bringing the goods into/out of the customs area of the European Union and it creates certain obligations envisaged in the provisions of the customs law, unless the international agreements provide otherwise. Trade show participant from the non-EU state should acquaint himself with the community law provisions in force (Community Customs Code, Common Customs Tariff, applicable regulations) and national legislation of the Republic of Poland (Act – the Customs Law of 19 march 2004 and the Executory provisions).
8.2. Transportation, forwarding and customs clearance of the exhibits and auxiliary materials shall occur at the Exhibitor's expense.
8.3. In the event of denoting the Organiser as the recipient of the exhibits displayed, the Organiser shall not be held liable for any irregularities in their transportation or storage, as well as for possible damage to the goods and exhibits.
8.4. No later than 30 days before the date of commencement of the fair, the Exhibitor shall submit to the Organizer a written notice of the type and number of excise goods imported for exhibition, produced outside the country and are exempt from the obligation to mark with excise marks. Otherwise, the Organizer will charge the Exhibitor with all the expenses that the Organizer incurred in connection with the imposition of criminal sanctions on the Organizer.
9. Organisation and Regulations of Trade Show
9.1. The Exhibitor shall observe the construction law provisions and fire Regulations binding in the trade show area.
9.2. Dates and hours of the trade show opening and closure, as well as time limits for assembly and disassembly of stands, and opening hours of the exhibition halls and trade show area are specified in the Exhibitor's Portal in tab "Information".
9.3. In the trade show opening hours, the stands should be available to visitors. Temporary closure of the stand requires a previous consent of the Organiser.

9.4. Displaying and presenting at the stands of the offer (goods and services), as well as the retail sales incompliant with the thematic scope of the trade show, is not allowed. At the Organiser's request, the Exhibitor shall cease presenting such offer and to remove the exhibits form the stand at his own expense. In the event of a failure to do so, the Organiser shall have the exhibits removed from the stand or close the stand at the cost and risk of the Exhibitor.
9.5. During the trade show, the Exhibitor and his representatives are obliged to wear ID cards received from the Organiser.
9.6. The following items entitle a person to enter the trade show area: entrance tickets, passes and invitations prepared and issued by the Organiser, after completion of the required formalities at the Visitors Registration.
9.7. Without the Organiser's consent, the Exhibitor shall not bring any persons other than the stand staff in the trade show area.
9.8. Cleaning of the stands should be performed outside the opening hours of the trade show for the visitors.
9.9. Property left by the Exhibitor in the trade show area shall be deemed abandoned and the Organiser shall come into the ownership of such property without any compensation.
10. Security – Insurance
10.1. The Exhibitor shall have a third party liability insurance resulting from the participation in the trade show. The Exhibitor shall be held fully liable for the damages caused to third parties or the Organiser before, during and directly after the trade show closure.
10.2. The Exhibitors shall insure their property on their own account and at their own expense.
10.3. The Organiser shall not be held liable for any damages caused to the Exhibitors or entities performing works ordered by the Exhibitors, arising in the facilities and in the trade show area before, during and after the trade show, unless they result from the intentional guilt of the Organiser. Also, the Organiser shall also not be held liable for any damages caused by burglary or theft, force majeure (stroke of lightning, gale, flood, fire or explosion) or a break in the supply of water, electricity or other additional services specified in Additional Services Order Form, not attributable to the Organiser.
10.4. When damage occurs, the Exhibitor shall promptly notify the Organiser, the Hall Manager or the Security Guards of this fact.
11. Catalogue, Advertising, Accompanying Events
11.1. The Organiser shall not be held liable for the editing errors and omissions in the catalogue.
11.2. During the trade show, presentations, advertising activities, promotions, competitions or entertainment programmes may be held in accordance with the law and upon obtaining the previous written consent from the Organiser, whereby they cannot disturb other Exhibitors in any way or disrupt the general order of the trade show.
11.3. Filming or photographing exhibits presented at the stand without the Exhibitor's consent is prohibited.
11.4. The Organiser reserves the right to photograph and film the stands and to use these materials for his own promotional purposes, without any obligations towards the Exhibitors and any third parties, and the Exhibitor consents to the same. The Exhibitor undertakes to obtain the consent of its employees or co-workers participating in the fair for free use by the Organizer of their images for marketing and promotional purposes (photos from the fair, photos of the Exhibitor's stand, videos, etc.).
11.5. In the event of performing music or other audiovisual materials, the Exhibitor shall settle any dues resulting from the copyrights and public performance in accordance with the Polish Copyright and Neighbouring Rights Act. The Organiser shall not be held liable for any third party claims related thereto. The Exhibitor shall satisfy from his own funds all author's rights related to the use of the intellectual property items during the participation in the trade show (inventions, industrial designs, copyrights to music and audiovisual materials performed publicly). The Organiser shall not be held liable for any third party claims related thereto.
12. Complaints and Claims
12.1. Any complaints and claims related to the participation in the trade show should be lodged in writing directly with the Organiser, under pain of invalidity, until the last day of the trade show at the latest. Upon the lapse of this term no complaints or claims shall be considered.
12.2. Each complaint shall be considered within 30 days of the date of its receipt by the Organiser.

12.3. The Organiser shall notify the Exhibitor in writing of the mode of the complaint handling.
12.4. Any additional arrangements between the Organiser and the Exhibitor shall be made in writing, otherwise being null and void.
13. Final Provisions
13.1. Provisions of these regulations shall apply also to the entities acting under agreements concluded with the Exhibitors, including those rendering the development services to the Exhibitors.
13.2. The Organiser shall not be held liable for any unavoidable events of accidental or natural (elemental) nature, especially events of the nature of the force majeure i.e. events out of control of either Party such as, in particular: floods, hurricanes, earthquakes, storms, blizzards, epidemic, pandemic, acts of legislative and executive authorities, administrative decisions.
13.3. The Organiser reserves the right to cancel, partially close, shorten or change the dates of the trade show, when the circumstances not attributable to the Organiser, occur. In such cases the Exhibitor shall not be entitled to compensation or decrease of fees for the exhibition space rental. The Organiser shall not be responsible for activities taken, described in this point, if such activities are caused by circumstances not attributable to the Organiser, especially by circumstances of the nature of force majeure. In such situation the Organiser shall not be obliged to pay any compensation, reparation or to return the Exhibitor any costs incurred in relation to preparation to the trade show (costs of hotel rooms, flight tickets, etc.). 13.4. In the event of the trade show cancellation due to the Organiser's fault, the Exhibitor shall be entitled to the reimbursement of the fees paid, without the right to any interest or compensation.
13.5. The Organizer reserves the right to introduce amendments or additional provisions set out in a relevant annex to the agreement or agreements.
13.6. These Regulations were drawn up in two language versions. In the event of any discrepancies between the Polish and English version, the Polish version shall prevail.
13.7. Any disputes resulting from the participation in the trade shows organised by Lentewenc Sp. z o.o. and the provision of services ordered by the trade show participants shall be resolved by a common court in Warsaw having material jurisdiction.
13.8. To matters not regulated herein, the provisions of the laws of the Republic of Poland shall apply.
13.9. The Exhibitor declares, that he expressed his voluntary consent on processing personal data by the Organiser in order to conclude and implement the Space Lease Agreement and the agreement on the provision of additional services and he declares that he received from the Organiser information regarding processing personal data, referred to in Article 13 of General Data Protection Regulation.