

REGULATIONS FOR TRADE FAIR PARTICIPANTS

1. GENERAL PROVISIONS

- 1.1. The following provisions apply to participants in fairs organised by Międzynarodowe Targi Poznańskie spółka z ograniczoną odpowiedzialnością [Poznań International Fair Ltd.] with its registered office in Poznań, hereinafter referred to as “MTP”.
- 1.2. Participants in fairs organised by MTP shall comply with Technical and Fire Safety Regulations adopted by MTP.
- 1.3. Exhibitors at fairs organised by MTP shall also comply with:
 - Specific Provisions
 - Terms of Participation
 - Thematic Scope.

Specific Provisions, Terms of Participation and Thematic Scope are defined separately for each fair event and, together with these Regulations and Technical and Fire Safety Regulations, are an integral part of a participation agreement.

- 1.4. Participation in fairs is limited to business entities that present an offer consistent with the Thematic Scope for a given fair. Where an offer has no exact counterpart in the Thematic Scope but is similar or comparable to it, consent from MTP shall be required for such offer to be presented at a fair.

2. PRINCIPLES OF PARTICIPATION

2.1. PARTICIPANT APPLICATION AND CONCLUSION OF AGREEMENT

- 2.1.1. In order to apply, prospective participants shall:
 - a) send an application form to MTP headquarters, said form to be completed and signed by the company's authorised representative;
 - b) pay a deposit in respect of lease of exhibition space as referred to in Terms of Participation.

Participant application shall be deemed to be made on the date on which the conditions as aforesaid are satisfied.

- 2.1.2. Applications shall be made by the date specified as the **application deadline**. Any applications submitted after such deadline shall be considered by MTP if exhibition space is available.
- 2.1.3. Submission of a participant application shall be equivalent to tendering an offer for participation in a fair.
- 2.1.4. MTP shall inform the applicants if their offer of participation in the fair has been accepted and about concluding the participation agreement with them by sending the Confirmation of Participant Application. The Confirmation shall carry information about the size and type of allocated exhibition space and its location. The date of MTP's Confirmation of Participant Application shall be considered to be the date of concluding the participation agreement.
- 2.1.5. MTP reserves a right to refuse acceptance of any fair participation offer (e.g. due to such offer being inconsistent with the fair's thematic scope, or where no further space is available).

Where this is the case, MTP shall refund the exhibition space lease deposit to the payer's account.

- 2.1.6. MTP shall assign exhibition space subject to its availability and, if possible, as requested by the participant. Should the size or type of exhibition space allocated by MTP in the Confirmation of Participant Application differ from that indicated in the application, the agreement should be based on the terms set out in the Confirmation of Participant Application.

- 2.1.7. MTP reserves a right to change the original exhibition space allocation indicated in the Confirmation of Participant Application. Should any such change be made, participants may not claim damages from MTP.
- 2.1.8. To be valid, any changes in exhibition space order and participation agreement shall be in writing.
- 2.1.9. For the acceptance of the exhibitor's Participant Application MTP shall charge a registration fee, which includes handling charges related to exhibitor registration and reservation of exhibition space, as well as additional services provided by MTP to the fair participant.

The amount of the registration fee, the scope of services to be covered by that fee and the terms of payment are defined in Terms of Participation.

- 2.1.10. Exhibition space shall be made available subject to payment of amounts due under a participation agreement.

Where the amounts as aforesaid are not paid prior to commencement of a given fair, MTP shall have a right not to provide exhibition space until such amounts have been paid.

2.2. CANCELLATION OF PARTICIPATION

- 2.2.1. Cancellation of participation offer or withdrawal from the participation agreement shall be in writing otherwise being null and void.
- 2.2.2. Registration fee is due and payable notwithstanding cancellation of participation offer or withdrawal from participation agreement, and it shall not be reimbursed when paid.
- 2.2.3. The entity which cancelled its offer of participation in the fair or withdrew from the participation agreement within 14 days of the date the agreement was concluded, i.e., the date on which MTP issued Confirmation of Participant Application, shall be refunded the deposit for exhibition space lease as referred to in point 2.1.1.
- 2.2.4. Withdrawal from the fair participation agreement after the period of 14 days from the date the agreement was concluded, i.e., the date on which MTP issued Confirmation of Participant Application, shall result in forfeiture of the deposit as referred to in point 2.1.1.
- 2.2.5. Entities which have cancelled their participation offer or withdrawn from participation agreement shall not be entitled to services covered by the registration fee. Exhibitor's passes and invitations to accompanying events received with the Confirmation of Participant Application shall be returned to MTP.

2.3. CO-EXHIBITORS AND REPRESENTED COMPANIES

- 2.3.1. Exhibitors shall use a relevant form to apply for participation, as co-exhibitors, of other entities which will use part of the exhibitor's stand to display their own products or services and which delegate their own employees to the fair for that purpose.
- 2.3.2. MTP shall charge the exhibitor a fee for the acceptance of Participant's Application from such a co-exhibitor.

The fee for co-exhibitor's application shall include handling charges related to the registration of a co-exhibitor, as well as additional services provided by MTP to the fair participant.

The fees for co-exhibitor's application, the amount of which varies depending on the scope of services to be covered by such fees, are specified in Terms of Participation together with the terms of payment.

- 2.3.3. MTP shall express its consent to participation of co-exhibitor(s) in the Confirmation of Participant Application. Exhibitors may not sublease their stands (or parts thereof) to other entities, or give such stands (or parts thereof) to other entities for use on free-of-charge basis, unless with consent of MTP.
- 2.3.4. Co-exhibitors shall have all privileges and obligations of exhibitors, as specified herein.

- 2.3.5. Exhibitors shall use a relevant form to apply for participation, as represented companies, of other entities whose products or services will be displayed at the exhibitor's stand but whose employees will not be delegated to the fair.
Represented companies will be disclosed in a fair catalogue as represented companies, with exhibitors acting as their representatives also to be identified.
No additional fees shall be charged on application for participation of represented companies.

3. TRADE FAIR SERVICES

- 3.1. Exhibitors shall order MTP services related to fair participation by sending relevant order forms to MTP headquarters, said forms to be completed and signed by exhibitors' authorised representatives.
- 3.2. Trade fair services should be ordered by the date specified in a form as the order submission deadline.
- 3.3. Prices for trade fair services shall be fixed separately for each fair event. Detailed information is to be found in application forms, services order forms and Terms of Participation.
- 3.4. The exhibitor is under the obligation to submit, with the use of separate forms, the data related to his company and his co-exhibitor. Such data will be necessary for MTP to make suitable entries to the list of exhibitors in the catalogue (in printed and/or electronic form) and/or on the Internet.

MTP guarantees the insertion of timely submitted data into the catalogue. The exhibitor's data shall be inserted within the scope covered by the registration fee (name, address, etc.) and the co-exhibitor's data – within the scope covered by the fee for co-exhibitor's application.

For those fair events where the catalogue takes the form of a printed copy, submission of a catalogue entry after the deadline for sending the catalogue to press will result in MPT's publishing of such an entry on the Internet only.

Exhibitors and co-exhibitors have the right to order, with the use of suitable forms, additional entries as well as advertisements in the catalogue. Such an option is part of the services offered by MTP.

- 3.5. MTP shall not be liable for any consequences of editing errors or omissions in the catalogue.
- 3.6. Any advertising outside of a stand shall be paid for and shall be approved by MTP. No such approval shall result in the removal of advertisements at the exhibitor's risk and expense.
- 3.7. Exhibitors who order stand construction and furnishing services from MTP shall sign an agreement for stand construction and furnishing services. MTP shall commence work on any such order provided that the exhibitor makes an advance payment as specified in the agreement on stand construction and furnishing services, and that the prospective participant pays any such required amounts as are due under a participation agreement.
- 3.8. Electrical, water supply and sewage connections, compressed air connections, IT network connections and services related to the suspension of parts to the ceilings in pavilions shall be provided and performed exclusively by MTP.
- 3.9. Exhibitors who order electrical connections shall pay a fee for use of MTP's power network, the amount of such fee to depend on the connection power and network usage time.
Fees for use of MTP's power network and the terms of payment shall be specified in Terms of Participation.
- 3.10. Documents to allow entry onto MTP grounds shall be specified in Specific Provisions.

4. LEGAL PROTECTION AND SAFETY STANDARDS REGARDING EXHIBITS

- 4.1. Products exhibited at trade fairs (including, but not limited to, machinery and equipment) should have conformity assessment certificates as required by law, including in particular those relative to safety standards.

If a product presented at a trade fair has not undergone conformity assessment as required by law, relevant information must be visible at a stand where any such product is displayed.

- 4.2. It is recommended that, prior to their presentation at fairs, any new products (goods, solutions, trade marks, etc.) which are to be afforded legal protection be earlier filed with a patent office so that they are not subject to a challenge of earlier public disclosure or lack of novelty.
In accordance with international legal conventions, patent offices do not allow applications for products (solutions) which are earlier displayed at fairs, except at an official, or officially recognised, exhibition falling within the terms of the so called Paris conventions.
- 4.3. MTP shall ensure that exhibitors at fairs can obtain detailed information on industrial property and copyright protection and on unfair competition laws. To that end, MTP shall set up a consultation centre on fair grounds at which to get assistance from patent attorneys.
- 4.4. In case of public presentation or public broadcasting of musical compositions or compositions involving lyrics and music, fair participants must undertake to obtain permission of the collective rights management organisations and pay royalties to such organisations.
Trade fair participants shall respect copyright and related rights protection laws included in the EU acquis and the domestic regulations of the Republic of Poland.
- 4.5. MTP shall not be liable for any violation of rights of exhibitors and other fair participants, said liability to arise under protection afforded to such exhibitors or participants in respect of inventions, utility designs, industrial designs, geographical indications, integrated circuit topographies or trademarks, and any copyright, rights under license agreements or assignments, know-how, etc.

5. GENERAL REGULATIONS

- 5.1. Dates and hours for commencement of the fair, stand construction and dismantling periods and opening hours of pavilions and the fair grounds are described in Specific Provisions.
- 5.2. During the fair opening hours stands shall be available to visitors. Temporary closing of stands shall be subject to prior approval from MTP.
In justified cases (e.g. protection of a utility design from competition) and with prior approval from the MTP, an exhibitor may restrict access of general public to a part of the stand and allow entrance only to the holders of a relevant invitation. However, the exhibitor should secure a stand personnel to provide visitors with appropriate information.
- 5.3. No offer of goods and services shall be exhibited or presented at a stand that is inconsistent with the thematic scope of a given fair event.

At MTP's request, a fair participant shall discontinue presentation of any such offer and shall at its own expense remove exhibits from the stand, failing which MTP shall have such exhibits removed from the stand or close the stand at the fair participant's risk and expense.
- 5.4. Participants may not display prices on exhibits or conduct retail sales from exhibition stands for the duration of the fair, unless Specific Provisions state otherwise.
At MTP's request, a fair participant should at his own expense cease unauthorised display of prices or conduct of retail sales from exhibition stands, failing which MTP shall have such prices and goods removed from the stand or close the stand at the fair participant's risk and expense.
- 5.5. The maximum noise level at the stand resulting from equipment presentation, advertising techniques employed, broadcasting pre-recorded and live music, etc., may not exceed 70 dB.
Loudspeaker columns shall not be directed towards passageways and the neighbouring stands.
At MTP's request, a fair participant should reduce noise to the required level and properly position his stand equipment or amplification system, failing which MTP shall discontinue power or compressed air supply to the stand or close the stand at the fair participant's risk and expense.
- 5.6. Stand closure by MTP in cases described in points 5.3-5.5 may be temporary in nature and continue until such time as MTP's instruction is complied with, or it may be permanent, i.e. it shall continue to the end of the fair.

Permanent stand closure shall be treated as a sanction for exhibitor's failure to perform under the participation agreement. In such a case, the exhibitor shall not be reimbursed for his registration fee or exhibition space lease, stand construction and other fair service fees. Moreover, the exhibitor concerned shall not be entitled to any compensation, with stand closure being a sanction for his default.

- 5.7. Maintenance work on the stand should be performed before or after opening hours.
- 5.8. The exhibitor shall perform the following:
 - a) before the commencement of the fair, remove from the stand and its immediate surroundings any empty packaging and waste left after the stand construction and furnishing;
 - b) after the end of the fair, remove exhibits and to dismantle the stand and restore the occupied exhibition space to the original condition no later than by the last day of dismantling period.All waste should be deposited in special receptacles located in front of pavilion entrance.
In case the above specified maintenance work is not complied with, MTP shall commission cleaning work at the expense and risk of the exhibitor.
MTP shall charge a waste removal fee to contractors building the stands. The amount of the said fee is fixed in the Terms of Participation.
- 5.9. Participants may not remove exhibits and dismantle stands before the closing time. Removal and dismantling may be commenced only after the fair grounds have been closed to visitors on the fair's last day.
- 5.10. Stand components and equipment left behind without MTP's approval and not removed within the dismantling period shall be considered abandoned.
- 5.11. Taking photographs, filming and drawing of stands and exhibited goods should be agreed with the fair participant. Should the above mentioned actions interfere in the organisation of the trade fair, they should be agreed with the MTP.
- 5.12. No weapons, ammunition, explosives or other objects may be brought onto MTP grounds which might endanger safety of persons present on the fair grounds.
- 5.13. No animals may be brought to the MTP grounds unless such animals are part of an exhibition that is consistent with a thematic scope for a given fair or exhibition.

6. SECURITY

- 6.1. Fair grounds are guarded by MTP security service personnel.
- 6.2. The exhibitor shall, both during the trade fair and in the stand construction and dismantling periods, at his own expense and risk, secure exhibits and equipment against possible damage or losses.
Stand guarding personnel may be hired from MTP following the submission of a relevant form.
- 6.3. For the duration of the fair pavilions are opened, closed and sealed in the presence of a committee. Exhibitors are entitled to have their own representatives included on that committee.
- 6.4. Exhibitors shall make all of the exhibition space available to the committee for the purpose of fire safety checks.

7. LIABILITY AND INSURANCE

- 7.1. MTP shall not be liable for any damage or shortages of the property of fair participants caused by third parties or solely through the fault of the party which suffered losses.
- 7.2. MTP shall not be liable for any damage to the property of fair participants caused by force majeure such as fires, explosions, lightning, high winds, floods or power and gas (compressed air) supply failure, which are beyond the control of MTP.
- 7.3. Any increased security measures taken by MTP, as referred to in point 6, shall have no effect on MTP's exemption from liability for the aforementioned damage.

- 7.4. Fair participants shall take out civil liability insurance policy and shall insure all of their property located on fair grounds (exhibits, equipment and hardware on the stand, stand structural elements and furnishing, private belongings, company cars, etc.), both during the fair and during stand construction and dismantling period, unless Terms of Participation provide otherwise.
- 7.5. Fair participants shall be financially liable for any damage to MTP property (damage, destruction, or shortages). The liability as aforesaid shall also apply to stand construction companies. Damages shall be assessed by MTP in the presence of a fair participant's or exhibitor's representative, which shall be confirmed in a proper protocol.
- 7.6. Fair participants shall report the occurrence of any damage to MTP and the fair police station in writing immediately after it has been discovered.

8. CUSTOMS DUTIES AND FORWARDING

- 8.1. Transport of goods performed by the trade fair participants from (and into) the countries which are not Member States of the European Union means that the goods have been transported into (and from) the customs area of the European Community. This means that the obligations specified in the customs law are applicable, unless international agreements stipulate otherwise. Trade fair participants from countries which are not Member States of the European Community should learn about the provisions of the European Union acquis (the European Community Customs Code, Common Customs Tariff, regulations) and the internal legal regulations of the Republic of Poland (Customs Law and executive orders).
- 8.2. The transportation and forwarding of exhibits and other merchandise shall be performed at the fair participant's risk and expense.
- 8.3. Forwarding services on the fair grounds, including transportation and unloading/loading services, shall be provided exclusively by MTP and MTP official forwarding companies with which MTP concluded appropriate agreements. Official MTP forwarders shall provide their services having regard to Uniform Pricelist for Forwarding Services.

9. COMPLAINTS

- 9.1. Any complaints of the fair participants shall be submitted to MTP in writing.
- 9.2. Exhibitor's complaints pertaining to stand construction by MTP, stand location (location of presentation) and the size of the space actually occupied will be reviewed by MTP providing that they have been filed no later than on the last day of the fair (before the dismantling period).
- 9.3. Other complaints of exhibitors should be submitted no later than within one month from the last day of the fair.
- 9.4. No complaints filed after the aforementioned time shall be considered.

10. FINAL PROVISIONS

- 10.1. Should circumstances beyond its control occur, MTP reserves the right to cancel, partially close, shorten or reschedule fair events.
In such cases exhibitors may not claim damages or partial refunds of exhibition space rent.
- 10.2. Trade fair participants should comply with the binding regulations of the EU acquis and internal regulations of the Republic of Poland.
- 10.3. All disputes arising in connection with the participation in fairs organised by MTP as well as services outsourced to MTP by fair participants shall be settled by a proper common court of law in Poznań.
- 10.4. For the purposes of dispute resolution, the Polish version of the Regulations shall prevail.
- 10.5. Polish law shall govern interpretation of these Regulations.

These Regulations apply to participants of fairs held after 1 January 2011.