

TERMS AND CONDITIONS FOR EXHIBITORS AT THE FAIR ENERGETAB 2017

1 General

- 1.1 The Terms and Conditions set forth below shall be binding upon participants of the **ENERGETAB 2017** Fair organized by ZIAD Bielsko-Biala SA
- 1.2 The Terms and Conditions constitute an integral part of the "Fair Participation Application – Agreement".
- 1.3 Definitions:
 - a) the term **Exhibitor** shall mean an entity/individual who rents a self-contained, separate space (booth) for a fee;
 - b) **Multinational Company** shall mean a corporation or enterprise that manages production or delivers services in more than one country;
 - c) the term **Co-Exhibitor** shall mean an entity/individual exhibiting their own products and using their own personnel;
 - d) **Represented Companies** shall mean any firm displaying their products / services at **Exhibitor's** booth who is typically their trade agent;
 - e) the term **Set-up Sub-Contractor** shall mean a firm approved and registered by Exhibitor for setting up and dismantling the booth.
- 1.4 Exhibitor / Co-Exhibitor should provide to the Organizer the customary **Company Name** used by the company which will determine the location in the alphabetical list of exhibitors in the catalogue, list of product groups, list of Represented Companies, in the internet and on the information boards.
- 1.5 Opening hours:
 - a) for the Exhibitors: 8 a.m. – 6 p.m. (Tuesday, Wednesday), 8 a.m. – 4 p.m. (Thursday),
 - b) for the Visitors: 9 a.m. – 5 p.m. (Tuesday, Wednesday), 9 a.m. – 3 p.m. (Thursday).

2 Fair Participation Regulations

- 2.1 Prospective Exhibitors shall submit a completed and signed "Fair Participation Application – Agreement" to ZIAD Bielsko-Biala SA by **April 28, 2017**. Exhibitor shall pay obligatory registration fee – **100 EUR** against a relevant invoice issued by Organizer.
- 2.2 The registration fee covers: 1 parking card (for passenger cars only), catalogue entry (printed version and CD), 5 Exhibitor's badges, 20 invitations, Organizer will provide to the Exhibitor the graphical elements like vignette, logo or banner of the fair (electronic version), information about Exhibitor's company in the fair materials and handling costs related to the Exhibitor's registration and space order.
- 2.3 Any entity offering products which correspond to the range of products displayed at the Fair may participate in the event. Entities whose products are outside the specified scope may participate only on an as-available space basis.
- 2.4 The "Fair Participation Application – Agreement" shall be signed by the Exhibitor's duly authorized representatives; any changes and/or amendments thereto shall be in writing to be valid.
- 2.5 Organizer may request applicants submit another "Fair Participation Application – Agreement" should the original copy be found to contain errors. Exhibitor shall be responsible for any and all consequences resulting from an incorrectly filled "Fair Participation Application – Agreement".
- 2.6 Organizer shall consider applications received from the Exhibitor taking into account the Exhibitor's suggestions, the date of receipt and exhibit space available. Moreover, for the frequent participants in the ENERGETAB Fair, the Organizer shall take into account the previous location of the Exhibitor's booth. Organizer reserve the right to turn down any application for technical or organizational reasons or because the entire available space had already been rented before the application deadline expired.
- 2.7 The Fair participation agreement is deemed concluded after ZIAD Bielsko-Biala SA has sent a "Confirmation Order" to Exhibitor, advising them about the size and type of the assigned space/booth and its preliminary location. The location mentioned above is considered to be preliminary until payment of the registration fee (#2.1) and the payment specified in section 3.2 are made.
- 2.8 Exhibitor shall not sub-rent its booth or part thereof to any third parties without Organizer's written consent.
- 2.9 Organizer shall inform the Exhibitor about the official booth location (with booth No.) by drawing up a "Booth Confirmation" document not later than **by June 30, 2017**.
- 2.10 Organizer shall consider any "Fair Participation Application – Agreement" submitted together with the advance payment confirmation after **April 28, 2017** only if there is any available space left.
- 2.11 Should Organizer turn down an application, the applicant shall be reimbursed for any amounts paid; however, it shall not be entitled to any other claims or compensation related to said refusal.
- 2.12 In special circumstances occurring due to a change in the organization or technical conditions, Organizer reserve the right to change the original space and Exhibitor shall not have any right to claim damages from Organizer.

3 Terms of Payment

- 3.1 A necessary condition for the Exhibitor's participation is prior payment of the obligatory Exhibitor-registration fee specified in section 2.1 within 14 days from the invoice issuance date.
- 3.2 Exhibitor shall make the payment of **50% of the gross price for the total rented space**, as specified in the "Fair Participation Application – Agreement" to the bank account of ZIAD Bielsko-Biala SA within 14 days after receiving the "Confirmation Order". On Organizer's request, the Exhibitor shall send a wire transfer copy. Organizer may change the preliminary booth size and location if the advance payment has not been made.
- 3.3 Exhibitor shall pay the remaining portion of the fee by **August 11, 2017**.
- 3.4 Organizer may refuse access to the booth unless a fee set forth in the "Fair Participation Application – Agreement" has been paid by the date specified in section 2.1, 3.2 and 3.3 herein.

- 3.5 A **10% discount of the gross price for the total rented space** shall apply to all full payments for exhibit space made **by April 29, 2017**. The said discount applies to all the kinds of the exhibit space listed in sections 1 – 2 of the "Fair Participation Application – Agreement"; it is included and awarded only when all the remaining stipulations of the Terms and Conditions have been fulfilled.
- 3.6 Exhibitor shall pay a **fee for using infrastructure** (#3 – Form 1/7 of the "Fair Participation Application – Agreement") in the event the booth is not set up by Organizer. Fee covers: use of media (electrics, water) during booth construction and dismantling, collecting waste and trash and cleaning during a fair an accessible exhibition space of a booth (vacuuming the carpeting, mopping hard floors, emptying the waste baskets).
- 3.7 Exhibitor / Set-up Sub-Contractor may be obliged to pay a **deposit of 175 EUR per stand** to cover any possible cleaning works (disposal of waste created during booth setup as well as disposal of any set-up elements left after booth dismantling, especially gypsum-carton board, MDF, OSB) and any damage made during stand setup and dismantling work. In particular, failure to provide the Organizer with the Exhibitor's booth design in due time (as specified in section 2 of "TECHNICAL AND FIRE PROTECTION REGULATIONS for Exhibitors, Set-up Sub-Contractors and other Participants of Fair ENERGETAB 2017") shall result in the payment demand. The deposit should be paid before the setup begins.
- 3.8 The deposit shall be refunded after deducting the potential costs specified in section 3.7 above, within 14 days after the fair. An "Exhibit Space Handover / Return Protocol", which confirms that the space is left tidy after booth setup or dismantling, signed by the representative of the Organizer is the basis for deposit refund. Should the value of the damage exceed the amount of the deposit, Organizer shall charge the Exhibitor / Set-up Sub-Contractor up to the amount of the damage incurred.
- 3.9 Services provided upon Exhibitor's request, which are outside the scope of the "Fair Participation Application – Agreement" (e.g. use of warehouse space, workshops, etc.), shall be invoiced within 14 days of the Fair closing. The scope and price of such special orders shall be separately negotiated with Organizer.
- 3.10 All bank charges and fees (including correspondent bank fees) shall be to Exhibitor's account and must not be offset with any amounts due to Organizer under the "Fair Participation Application – Agreement".

4 Cancellation

- 4.1 Registration fee made under section 2.1 herein is receivables due and shall not be reimbursed in case of cancellation notice.
- 4.2 Advance payments made under section 3.2 herein shall not be reimbursed if cancellation notice has been received after **May 30, 2017**. Failure to make an advance payment by **April 28, 2017** means cancellation of participation in the fair.
- 4.3 Exhibitor shall pay a full fee for fair participation and any services ordered, as calculated on page 7 of the "Fair Participation Application – Agreement" form, if cancellation is made after **August 11, 2017**.
- 4.4 The Exhibitor may only cancel its participation in the Fair in writing. The date of the cancellation is deemed to be the date of receipt of the cancellation statement by the registration office of ZIAD Bielsko-Biala SA.
- 4.5 Exhibitors may change their mind and decide to set up the booth on their own (instead of using the Organizer's set-up) by notifying the Organizer by **June 23, 2017**. Should the notification arrive after **June 24, 2017**, Organizer shall charge Exhibitor for full costs incurred for the booth set-up order.
- 4.6 Exhibitor, who fails to participate in the Fair or who only participates halftime, shall pay the full amount specified in the "Fair Participation Application – Agreement" as well as all documented related costs and expenses incurred by Organizer.

5 Organization, Exhibit Unloading and Loading

- 5.1 A minimum booth size in the hall and tent pavilions is 9 sq. m.
- 5.2 Organizer offers standard booth set-up as per Exhibitor's order (section 4 of "Fair Participation Application – Agreement"), including any additional fixtures (section 5 of the "Fair Participation Application – Agreement"). In case of other than standard set-up or fixtures, Exhibitor shall make individual arrangements with Organizer. The booth layout with the location of power, water, sewer, and internet hookups and any additional fixtures should be sent by **July 11, 2017**.
- 5.3 Orders for additional set-up / fixtures, technical equipment (power supply, water and internet hookups) and booth rebuilding can be made by **July 12, 2017**. Orders received after this date shall be carried out only when possible. The cost of such set-up / fixtures may be higher than set forth in the price list.
- 5.4 In the event the booth is not set up by Organizer, Exhibitor shall submit its booth the layout or the design and, if necessary, its static calculations to the Fair Office by **July 10, 2017**. The above shall meet all the requirements set forth by Organizer in the "TECHNICAL AND FIRE PROTECTION REGULATIONS for Exhibitors, Set-up Sub-Contractors and other Participants of Fair ENERGETAB 2017". It shall also comply with Construction Code regulations. In the event the booths are higher than the standard height of 2,5m the design should be authorized by a duly qualified construction inspector.
- 5.5 Exhibitor is obliged to mark the booth with the number assigned by the Organizer.
- 5.6 **14 days** prior to the booth installation start-up, a Set-up Sub-Contractor approved by Exhibitor shall agree the organizational – technical conditions of the booth set-up with the Fair Office. The Set-up Sub-Contractor shall commence booth erection only after the exhibit space has been made available by the Fair Office staff. All the booth set-up work must be completed **24 hours** prior to the opening of the Fair at the latest. In the event of failure to comply with that deadline the Organizer shall charge the Exhibitor / Set-up Sub-Contractor with contractual penalty up to the amount of 250 EUR and/or prevent the Exhibitor from entering its booth during the fair.
- 5.7 Booth set-up shall not impede access to all technical infrastructure in buildings and throughout the Fair grounds. Exhibitor shall bear full responsibility for: setting up the booth in violation of the approved design; setting up a booth which does not comply with Construction Code, fire protection and safety regulations. Organizer reserve the right to inspect the booth set-up in progress. Failure to meet said requirements may result in

- suspending any further work, preventing Exhibitor from entering its booth, ordering the booth be dismantled or even dismantling the booth at Exhibitor's expense.
- 5.8 Organizer reserve the exclusive right to arrange the outside walls of the booth.
 - 5.9 Exhibitor / Set-up Sub-Contractor shall be responsible for cleaning and tidying up nearby booths and all the adjacent spaces which were messed up by him/ her during booth installation.
 - 5.10 Fair grounds shall be open to Exhibitors from 7 a.m. to 8 p.m. during the show set-up and dismantling periods. In special cases, Organizer may agree for work to continue at different times. Exhibitor / Set-up Sub-Contractor shall pay **an additional fee** for having the grounds open outside the specified time limits and working hours.
 - 5.11 Booths which at Exhibitor's request are set up by Organizer shall be made available for furnishing and exhibit positioning **24 hours** prior to the opening ceremony. Upon request, Organizer may make a booth available at a different time/date, whereupon Organizer and Exhibitor shall draw up an acceptance report within the timeframe set forth in section 5.10.
 - 5.12 Only **licensed freight forwarders** of Organizer shall offload and reload exhibits, auxiliary and other materials. At the Exhibitor's request, the Organizer may give permission for the use of the Exhibitor's own handling equipment (forklift trucks, stacking machines, HDS truck) on the fairgrounds. Using the mobile cranes is possible by **licensed freight forwarders only**.
 - 5.13 Transport and shipping of exhibits and other goods shall be at Exhibitor's sole risk and cost.
 - 5.14 Booths must not be dismantled or exhibits removed before the Fair closing ceremony. In case of earlier booth dismantling the Exhibitor will be charged with a fine in the amount of 750 EUR for each hour.
 - 5.15 Once the Fair is officially closed, Organizer do not provide security for exhibits and other property left at the booth. Exhibits should be removed **within 24 hours** after closing the Fair. In the event the booth is not set up by Organizer, it should be dismantled **within 48 hours** after closing the Fair. Thereafter, Exhibitors shall be responsible for protecting their property.
 - 5.16 After exhibits have been hauled away, Exhibitor, using Organizer's arrangement, shall clear up the booth and return the space to the Organizer, drawing up an acceptance report.
 - 5.17 Should Exhibitor leave the booth without formally returning it to Organizer, a special committee shall draw up an acceptance report, which shall provide the basis for financial settlement between Organizer and Exhibitor.
 - 5.18 In the event Exhibitor fails to dismantle the booth and remove their exhibits as specified in section 5.15 above, Organizer shall have the right to remove the abandoned exhibits at Exhibitor's cost and risk.
 - 5.19 After dismantling of the booth, Exhibitor, using his own set-up, shall clear the booth space (walls, carpeting, tape, paints, etc.). Any set-up elements and booth fixtures which are left behind without Organizer' written consent and not removed during the set-up and dismantling period shall be deemed abandoned. The booth shall be cleared and the abandoned property removed at the Exhibitor's cost.

6 Catalogue, Advertising, Photographing and Filming, Product for the Competition

- 6.1 Every Exhibitor shall have the right to a free entry in the Fair Catalogue (according to the example).
- 6.2 Co-Exhibitor shall pay a fee for their catalogue entry or registration (company name, www address, pavilion and booth no.). The term Co-Exhibitors means the choice of one of mentioned above options. The cost for ordering and not sending catalogue entry shall not be reimbursed.
- 6.3 Upon Organizer' consent, Exhibitor and Co-Exhibitor shall have the right to insert fee-based additional information or advertising in the Catalogue.
- 6.4 Represented Companies shall be listed in the Fair Catalogue under List of Represented Companies (max. 3 companies free of charge) based on the information submitted by Exhibitors.
- 6.5 Every Co-Exhibitor whose entry or advertising has been included in the Catalogue shall receive one free copy.
- 6.6 Organizer shall not be held responsible for missed deadlines when sending materials, as stipulated on page 5, 5a, 5b of "Fair Participation Application – Agreement", or for errors and omissions in the Catalogue for which Exhibitors are at fault.
- 6.7 Exhibitor shall have the right to advertise its exhibits only within its own booth. Advertising outside its own booth (banners, A-boards, swing signs, large video screens, roll-ups) is subject to an additional fee and Organizer' approval. Failure to secure such approval shall authorize the Organizer to remove any such advertising at Exhibitor's expense.
- 6.8 Organizer reserve the right to film and photograph booths and to use such materials to promote the Fair, without incurring any obligations vis a vis Exhibitors or any third parties.
- 6.9 Exhibitor shall have the right to photograph and video tape their own booth; provided, however, that doing so does not impede or obstruct Fair organization and operation.
- 6.10 Photographing or video taping of fair grounds, booths and exhibits by third parties shall require Organizer' consent.
- 6.11 Exhibitor shall have the right to enter a product for the competition (as it is presented at the fair) – see section 13 of "Fair Participation Application – Agreement". The rules of the competition are defined in "Competition Regulations". Participation in the competition is payable.

7 Other Organizational Regulations

- 7.1 Exhibitor / Set-up Sub-Contractor shall observe "TECHNICAL AND FIRE PROTECTION REGULATIONS for Exhibitors, Set-up Sub-Contractors and other Participants of Fair **ENERGETAB 2017**", with emphasis on strict observance of fire protection regulations and observe any general instruction issued by Organizer or Fire Protection Inspector.
- 7.2 Exhibitor / Set-up Sub-Contractor shall become familiar with the location of fire extinguishing equipment, indoor and outdoor fire hydrants in the area of the booth location as well as the manner of using them in case of fire.
- 7.3 Exhibitor / Set-up Sub-Contractor shall be fully responsible for any damage caused by operating their equipment or by personnel they employ while preparing, maintaining and closing down the booth.
- 7.4 Aisles and evacuation routes shall always remain clear. Parking is allowed only in especially marked areas which shall be free from any stored exhibits or packaging.

Vehicles and items left in aisles shall be removed at Exhibitor's or Set-up Sub-Contractor's risk and expense.

- 7.5 Organizer reserve the right to introduce restrictions on access to the fair grounds when booths are being set up or dismantled by issuing refundable admission cards. After the assigned time limit has expired, the deposit paid shall not be refunded.
- 7.6 Organizer reserve the right to refuse permission to install or use exhibits which they deems hazardous or onerous.
- 7.7 Mechanical vehicles or other I.C. engine equipment may be exhibited in the hall only with the engine switched off and with just enough fuel to leave the hall. The fuel tank must be closed and the battery fully disconnected.
- 7.8 Maximum noise level at the booth produced by the exhibited equipment or advertising devices shall not exceed **70dB**. At Organizer' request, the Exhibitor shall reduce the noise to the required level or adjust the position of the equipment exhibited at the booth or the audio devices.
- 7.9 Organizer shall provide suitable space for collecting waste and trash.
- 7.10 Exhibitor shall remove any packaging materials on a current basis from the booth and exhibition area at least one hour prior to the Fair opening.
- 7.11 Booth cleaning should be performed before or after the Fair visiting hours.
- 7.12 Any repairs or booth decoration adjustments shall be performed only when the Fair is closed to visitors.
- 7.13 Exhibitor shall appoint, in writing, an individual in charge of the booth during the Fair.
- 7.14 Personnel operating the Exhibitor's booth during the Fair shall at all times wear special ID tags issued by Organizer.
- 7.15 Booths shall be open to visitors during Fair hours. Any temporary closing of a booth requires Organizer' consent.
- 7.16 Traffic regulations apply to any traffic within the fair grounds. Speed limit is 20 km/h for all vehicles.
- 7.17 Any infringement thereof caused by the Exhibitor, any Co-Exhibitors, individuals or companies hired by the Exhibitor shall be the sole responsibility of the Exhibitor.
- 7.18 No weapons, ammunitions, explosives or hazardous objects are allowed throughout the fair grounds.
- 7.19 Organizer shall exercise their property owner rights throughout the entire fair grounds while the Fair is in progress as well as during the booth set-up and dismantling periods. Therefore, Organizer shall have the right to issue instructions which shall be binding upon all the Exhibitors and staff.
- 7.20 When publicly performing or broadcasting works of music, Exhibitor shall obtain respective permits from organizations in charge of managing copyrights and related fees. Exhibitor shall observe any binding copyrights and related intellectual property rights.
- 7.21 Organizer shall not be liable for any infringements of the rights of Exhibitors and other Fair participants under any legal protection of inventions, patterns, etc.

8 Insurance, Fair Security

- 8.1 The Organizer shall arrange security for the entire fair grounds outside visiting hours, i.e. from **8 p.m. on September 11, 2017**, to **8 p.m. on September 14, 2017**.
- 8.2 Organizer shall not be responsible for any bodily injuries to people or damage to exhibits in the fair grounds either before, after or during the Fair, or for any damage caused by staff, visitors or third parties.
- 8.3 Organizer shall not be responsible for any damage resulting from theft, fire, flooding, lightning, explosion, power failure, interruption in water or gas supply as well as other similar causes or force majeure.
- 8.4 Exhibitors shall operate their booths and maintain security of their goods in the opening hours for the Exhibitors.
- 8.5 Exhibitors would be well advised to arrange for liability insurance related to fair participation as well as property insurance.

9 Claims and Complaints

- 9.1 Any claims or complaints regarding booths prepared by the Organizer must be filed in writing prior to the Fair closing (before the booth is dismantled) so that the grounds for complaint can be verified. Other complaints by Exhibitors, pertaining to their participation in the Fair, should be reported within 7 days of the date the Fair closes. No claims or complaints shall be considered after the said deadline has expired.
- 9.2 Any understandings, agreements or arrangements between the Exhibitors and Organizer as well as any resulting decisions, such as declarations or statements, shall be in writing to be valid.

10 Miscellaneous

- 10.1 All participants should observe EU regulations and laws as well as internal laws of the Republic of Poland.
- 10.2 "TECHNICAL AND FIRE PROTECTION REGULATIONS for Exhibitors, Set-up Sub-Contractors and other Participants of Fair **ENERGETAB 2017**" constitutes an integral part of the Regulations.
- 10.3 Organizer reserve the right to cancel, shorten, postpone, change the manner of organization, or partially close the Fair in the event circumstances outside their control should occur (and particularly: force majeure, change in customs, tax, exchange rates or in federal or local regulations) and Participants shall not be then entitled to any damages or reduced participation fees.
- 10.4 ZIAD Bielsko-Biala SA shall use any personal data included in the "Fair Participation Application – Agreement" and obtained in different way exclusively for matters related to its duties as the Fair Organizer.
- 10.5 In the event any provisions of the Regulations are held illegal or un-enforceable, provisions of the Polish law shall apply.
- 10.6 Any dispute arising out of or in relation to the Fair participation shall be resolved by common courts with jurisdiction in Bielsko-Biala.
- 10.7 The legally binding version of the Regulations is the Polish language version.
- 10.8 The Regulations come into force as at **February 01, 2017**.

ZIAD BIELSKO-BIALA SA