

TERMS AND CONDITIONS FOR ENERGETAB 2021 FAIR EXHIBITORS

1 General

- 1.1 The Terms and Conditions set forth below shall be binding upon participants of the ENERGETAB 2021 Fair organized by ZIAD Bielsko-Biala SA with headquarters in Bielsko-Biala, 220 Armii Krajowej Avenue, 43-316 Bielsko-Biala, Poland, Company registration No.: 0000071046, TIN (Tax ID): PL5471639980, hereinafter referred to as Organizer.
- 1.2 The Terms and Conditions constitute an integral part of the "Fair Participation Application-Agreement", hereinafter referred to as "**Application-Agreement**".
- 1.3 Definitions:
- Exhibitor** - an entity/individual who rents a self-contained, separate space (booth) for a fee;
 - Multinational Company** - a corporation or enterprise that manages production or delivers services in more than one country
 - Co-exhibitor** - a firm who agrees to use Exhibitor's booth, exhibits its own products/services and uses its own staff ("Application-Agreement" p. 10/13). Exhibitor shall be solely liable for Co-exhibitor's register, conduct and failure;
 - Represented Companies** - any firm registered by Exhibitor which displays its products/services at Exhibitor's booth who is typically its trade agent ("Application-Agreement" p. 11/13);
 - Set-up Contractor** - a firm approved and registered by Exhibitor to set up and dismantle the booth. Registration the Set-up Contractor by Exhibitor, may result in charging the Set-up Contractor the costs of the booth set-up listed in "Application-Agreement".
- 1.4 Exhibitor/Co-exhibitor shall provide Organizer its **Business Name** (abbreviated, customary, etc.) to be used in the Fair catalog, industry list, Represented Company list, online, and on signage.
- 1.5 Opening hours:
- Exhibitors: 8:00 - 19:00 (Tues - Wed) and 8:00 - 16:00 (Thurs);
 - Visitors: 9:00 - 17:00 (Tues - Wed) and 9:00 - 15:00 (Thurs).
- Fair grounds entrance is possible only with Organizer's consent after obligatory registration.
Organizer's security may remove anyone found on the premises outside the above hours.
- 1.6 Should the Polish Patent Office recognize the exhibition priority right to obtain protection for a utility model or registration of an industrial design in Republic of Poland, Organizer may issue a pertinent certificate; the certificate fee shall be separately agreed with Organizer.

2 Fair Participation Regulations

- 2.1 Exhibitors shall submit a completed and signed "Application-Agreement" to Organizer (by e-mail or in writing) by **June 10, 2021** and pay the required registration fee. No unpaid receivables by the Exhibitor towards the Organizer shall be an additional condition for the acceptance of the application.
- 2.2 Applications-Agreements received after **June 10, 2021** shall be considered only if there is any available space left.
- 2.3 The registration fee shall cover: parking cards (passenger cars only): 1 - per booth to 15 m², 2 - per booth to 50 m², 3 - per booth above 50 m²; Exhibitor catalogue information, a printed Fair catalogue, to 5 ID badges for booth service, access to Organizer's selected electronic graphics (Fair vignette, logo, banner) and electronic invitation, company information in the Fair materials, Exhibitor liability insurance, and administrative expenses.
- 2.4 Only Exhibitors whose products correspond to the scope of products displayed at the Fair may participate in the event (except catering service). Exhibitors whose products remain outside the specified scope may participate in the Fair only on an as-available space basis.
- 2.5 The "Application-Agreement" should be signed by individuals authorised to represent the Exhibitor and bear the personal seal or other legible designation of the signee and all its amendments must be made out in writing or delivered by e-mail under the penalty of being invalid.
- 2.6 Organizer may request applicants submit another "Application-Agreement" should the original copy contain errors. Exhibitor shall be responsible for any and all consequences resulting from an incorrectly filled "Application-Agreement".
- 2.7 Organizer shall consider all the submitted applications in the order they are received, taking into account Exhibitors' offers, available space, and preferences offered to prior frequent ENERGETAB exhibitors. Organizer reserves the right to turn down any application for technical or organizational reasons or because the entire available space has already been rented before the application deadline expired.
- 2.8 The Fair participation agreement is deemed concluded after Organizer has sent a Participation Confirmation to Exhibitor, advising them about the area and type of the assigned space/booth, its preliminary location and amount of advance payment. The location shall be considered preliminary until the registration fee (section 3.1) and payments set forth in sections 3.2 and 3.3 have been made.
- 2.8 Exhibitor shall not sub-rent or make available its booth or part thereof to any third parties without Organizer's written consent.

- 2.10 Organizer shall inform Exhibitor about the final booth location (including the booth no) in a "Booth Location Confirmation" letter not later than by **June 30, 2021**.
- 2.11 Should Organizer turn down an application, the applicant shall receive refund for the only amounts paid but will not be entitled to any other claims or compensation related to such refusal.
- 2.12 In special circumstance for organizational or technical reasons, Organizer reserves the right to change the originally assigned space and Exhibitor shall not be entitled to claim any damages therefor.

3 Terms of Payment for ENERGETAB 2021

- 3.1 To participate in the Fair, Exhibitor shall pay the required non-refundable registration fee referred to in section 2.1 in the amount of **EUR 150** within **14 days** of the date of the invoice.
- 3.2 Conditions and terms of payment regulations concerning the Application-Agreement accepted by **July 10, 2021**:
- Advance payment of **50% of the total rented space gross price**, as specified in the "Application-Agreement", shall be paid by Exhibitor within the period specified in Organizer's Order Confirmation;
 - The remaining balance of the fee (for the booth space and other items listed in the "Application-Agreement") - by **Aug. 13, 2021**;
 - The Organizer may grant a discount:
 - **10% discount of the gross exhibit space amount** shall apply to all payments for exhibit space made by **May 10, 2021**, (provided that the obligatory advance payment - section 3.2/a and registration fee - section 2.1 are paid), or
 - **5% of the gross exhibit space amount** shall apply to all payments for exhibit space made **from May 11, 2021 to May 31, 2021** (provided that the obligatory advance payment - section 3.2/a and registration fee - section 2.1 are paid).
- 3.3 The discount set forth in section 3.2/c shall apply to any type of space listed in "Application-Agreement" section 1: it shall be added up and granted only when all the remaining T&C provisions have been met.
- 3.4 ENERGETAB 2021 terms of payment for applications **received after June 10, 2021**:
- advance payment of **50% of the total rented space gross price**, as specified in the "Application-Agreement", within **7 days** of receiving Organizer's Order Confirmation,
 - the remaining balance of the fee (for the booth space and other items listed in the "Application-Agreement") - by **Aug. 13, 2021**;
- 3.5 Upon Organizer's request, Exhibitor shall submit its payment confirmation. Receipt of the registration fee and the advance payment shall constitute formal reservation of the tentatively assigned booth location and space.
- 3.6 Organizer may refuse access to the booth unless the full fee set forth in the "Application-Agreement" has been paid by the date specified in 3.1 and 3.2, or 3.1 and 3.3 herein.
- 3.7 Exhibitor shall pay a **user fee for using infrastructure** ("Application-Agreement" section 3) when the booth is set up by contractors other than the Organizer. The fee shall cover the cost of utilities used during installation, dismantling, and cleaning services for the accessible booth space during the Fair (vacuuming or mopping, trash collection in Organizer-supplied bags).
- 3.8 When setting up the booth by themselves, Exhibitor / Set-up Contractor shall post a **deposit of**:
- EUR 250 per booth to 20m²**,
 - EUR 500 per booth above 20m²**
- For detailed information please go to the "ENERGETAB 2021 Fair Technical and Fire Regulations" section 3.3 applicable to all the Exhibitors. Bank count for paying the fee: **mBank 70 1140 1049 0000 3306 3300 1014, SWIFT: BREXPLPWBIB** which may also be found at www.energetab.pl.
- 3.9 The deposit shall be refunded within 21 days of the Fair closing date after deducting any expenses listed in "ENERGETAB 2021 Fair Technical and Fire Regulations" section 3.2 applicable to the ENERGETAB 2021 Exhibitors once the Organizer's representative has signed off on a Booth Acceptance Report to confirm no waste subject to disposal was left and no damage was done during booth installation and dismantling. Should the amount of the costs incurred exceed the deposit amount, Organizer shall charge Exhibitor / Set-up Contractor for the full damage costs.
- 3.10 Services provided upon Exhibitor's request, which are outside the scope of the "Application-Agreement" shall be invoiced within 14 days of the Fair closing date. The scope and price of such special orders shall be separately negotiated with Organizer.
- 3.11 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 "Application-Agreement".

4 Cancellation

- 4.1 The registration fee laid down in section 2.1 herein will not be refunded for whatever reason of not participating in fair.
- 4.2 Failure to make the advance payment as specified in sections 3.2a or 3.3a is equivalent to cancellation of participation in the fair, of which the Organizer informs the Exhibitor in writing or by e-mail. The exhibitor's status can be restored with consideration of location possibilities under the condition of making the advance payment as specified in sections 3.2a or 3.3a. The Exhibitor's status may be restored by delivery of confirmation of the booth's location..
- 4.3 If the Exhibitor should cancel participation in the fair **between July 15, 2021 and August 15, 2021** the advance payment made by the Exhibitor as specified in section 3.2a and section 3.3a of these Terms and Conditions shall be detained by the Organizer as a penalty fine, to payment of which to the Organizer in relation to the appropriate breach of the "Application-Agreement" between the Parties the Exhibitor hereby undertakes.
- 4.4 If the Exhibitor should cancel participation in the fair after **August 15, 2021** the Exhibitor undertakes to pay a penalty fine to the Organizer in the amount corresponding to the full payment due in exchange for participation in the fair and the ordered services established in accordance with the "Application-Agreement". In this instance, the advance payment made by the Exhibitor as discussed in section 3.2a and section 3.3a of these terms and Conditions shall be credited by the Organizer towards the due penalty fine whereas the outstanding part of the penalty fine shall be paid by the Exhibitor in accordance with the debit note issued by the Organizer within 7 days of said issuance.
- 4.5 Exhibitor shall cancel its participation in the Fair by e-mail or in writing. The date the cancellation is received at the registered office of Organizer shall be considered the cancellation date.
- 4.6 Exhibitors may opt to set up the booth on their own (instead of using Organizer's set-up) by notifying Organizer by **July 15, 2021**. Should the notification arrive later than the specified date, Organizer shall charge Exhibitor for full costs incurred for the booth set-up order.
- 4.7 If the Exhibitor should fail to assume the fair booth or participate in the fair, is it considered as equivalent to cancelling participation in the fair and produces the obligation to pay the penalty fine as specified in section 4.4.
- 4.8 The Organizer is authorised to cancel the ENERGATAB 2021 fair and withdraw from the "Application-Agreement" concluded with the Exhibitor if organization of the ENERGATAB 2021 fair **between September 14 and September 16, 2021** should be impossible or considerably difficult due to further enforcement or reinforcement of restrictions towards business activity in scope of fair organisation for reasons of epidemiological risk or epidemic by public authorities. The Organizer is authorised to cancel the fair for the aforementioned reason no later than 3 days before the scheduled start of the fair.
- 4.9 If the fair is cancelled and the Organizer terminates the "Application-Agreement" concluded with the Exhibitor pursuant to section 4.8 of these Terms and conditions, the Organizer shall provide the Exhibitor with a voucher to be used towards the ENERGATAB 2022 fair, which the Exhibitor hereby approves. The value of the voucher in question shall correspond to the amount paid by the Exhibitor towards the receivables of the Organizer associated with notification of participation in the ENERGATAB 2021 fair established in accordance with the "Application-Agreement".

5 Organization, Exhibit Unloading and Loading

5.1 General

- 5.1.1 The minimum booth space in the exhibition hall and pavilions shall be 9 sq. meters.
- 5.1.2 Fairgrounds shall be open to Exhibitors / Set-up Contractors from 8:00 to 20:00 during the show set-up and dismantling periods. In special cases, Organizer may agree for work to continue at different times. Exhibitor / Set-up Contractor shall pay **an additional fee of EUR 125** per booth per each started day for having the grounds open outside the specified time limits and working hours.

5.2 Booths Set up by Organizer

- 5.2.1 Organizer guarantees booth set-up:
 - a) standard booth set-up as per Exhibitor's order ("Application-Agreement", section 3), including any additional equipment ("Application-Agreement", section 4)
 - b) standard plus booth set-up ("Application-Agreement", section 5)
 - b) premium booth set-up ("Application-Agreement", section 6),
 - c) external pavilion built in the standard version booth fitting ("Application-Agreement", section 7)In case of other than standard set-up or furnishings, Exhibitor shall make individual arrangements with Organizer.
- 5.2.2 Booth layout, orders for additional equipment (mains outlets, water, sewer, Internet hookups) and the booth construction changes must be received by **July 15, 2021**. Orders received later shall be carried out only when possible. The cost of the equipment may be higher than set forth in the price list.

- 5.2.3 Booths will be available for set-up **24 hours** prior to the fair opening time. When justified, Organizer may make the booth available at a different time/date, whereupon Organizer and Exhibitor shall draw up an acceptance stand-out within the timeframe set forth in section 5.1.2.
- 5.2.4 Organizer reserves the exclusive right to arrange the outside walls of the booth.
- 5.2.5 Having dismantled the exhibits, Exhibitor shall clean and return the booth to Organizer together with the acceptance report on Thursday, i.e. Sept. 17, 2021 in hours 15:00 – 20:00.
- 5.2.6 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.

5.3 Booths Set up by Exhibitor

- 5.3.1 In the event the booth is not set up by Organizer, Exhibitor shall submit its booth design to the Fair Office for approval by **July 15, 2021**. The submitted project shall meet all the requirements set forth by Organizer in the "ENERGETAB 2021 Fair Technical and Fire Regulations" section 2. The project shall also comply with Construction Code.
- 5.3.2 Exhibitor shall attach to its booth the number assigned by Organizer.
- 5.3.3 Before the booth installation start-up, Exhibitor shall agree the organizational-technical conditions of the booth set-up with the Fair Office. Booth erection shall commence only after the booth space has been made available by the Fair Office staff. All the booth set-up work must be completed **until 9 a.m. September 13, 2021** at the latest. Failure to do so may result in Organizer charging Exhibitor / Set-up Contractor a **contractual penalty of up to EUR 750**; alternatively, Organizer may not allow Exhibitor access to the booth during the Fair.
- 5.3.4 Booth construction must be within time specified in the booth construction and demolishing schedule. It's available in the Fair Office and on www.energetab.pl
- 5.3.5 The booth must be removed within 48 hours after the end of the fair, in accordance with the disassembly schedule available at www.energetab.pl or in the Fair Office.
- 5.3.6 After closing the booth, Exhibitor shall clear the booth space (except for the walls, carpeting, tape, paints, etc.). Any set-up elements and booth equipment which are left behind without Organizer's 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 Exhibitor's / Set-up Contractor cost.

5.4 Exhibit Unloading/Loading

- 5.4.1 Only **licensed freight forwarders** of Organizer shall offload and reload exhibits, auxiliary and other materials. Exhibitor / Set-up Contractor may use their own material handling equipment (forklift truck, pick-up truck) only with Organizer's consent; however, licensed forwarders are required for using cranes.
- 5.4.2 When planning to show heavy or oversize exhibits, Exhibitor shall contact the Fair Office for further detailed arrangements. Organizer reserves the right to refuse allowing any heavy or oversize exhibits at the booth.
- 5.4.3 Transport and shipping of exhibits and other goods shall be at Exhibitor's sole risk and cost.
- 5.4.4 Booths must not be dismantled or exhibits removed before the Fair closing ceremony, i.e. Sept. 16, 2021, at 15:00. Exhibitor shall be a **penalty of EUR 750** for closing its booth earlier.
- 5.4.5 Once the Fair is officially closed (Sept. 16, 2021, at 15:00), Organizer shall not provide security for exhibits or other property left at the booth. Booths should be dismantled and exhibits removed **within 24 hours** of closing the Fair. Booth not set up by Organizer must be dismantled **within 48 hours** of the Fair official closing time. During that time, Exhibitor shall arrange for property security on its own.
- 5.4.6 In the event Exhibitor fails to dismantle the booth and remove their exhibits as specified in section 5.4.5 above, Organizer shall have the right to remove and store the abandoned exhibits at Exhibitor's cost and risk.

6 Catalog, Advertising, Photographing and Filming

- 6.1 Every Exhibitor shall have the right to a free information in the Fair Catalogue ("Application-Agreement", page 8/12).
- 6.2 Co-exhibitor's register is payable and means that the information in the Fair Catalogue shall be included ("Application-Agreement", page 9/12).
- 6.3 Upon Organizer's consent, Exhibitor and Co-Exhibitor shall have the right to insert fee-based additional information or advertising in the Catalog.
- 6.4 Represented Companies shall be listed in the Fair Catalog under List of Represented Companies based on the information submitted by Exhibitors (free of charge, maximum up to 3 represented companies).
- 6.5 Every Exhibitor/Co-Exhibitor whose company information 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 pages 8, 9 of "Application-Agreement", or for errors and omissions in the Catalogue for which Exhibitors or any third parties are at fault.
- 6.7 Exhibitor shall have the right to advertise its exhibits only within its own booth. Advertising outside its own booth (e.g. banners, floor booths, tele-beams, rollups) is subject to an additional fee and Organizer's approval. Failure to secure such approval shall authorize Organizer to remove any such advertising at Exhibitor's cost.
- 6.8 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.
- 6.9 Organizer reserves the right to film and photograph booths and individual exhibits (entirely or in part) and to use such materials to promote the Fair, without incurring any obligations vis a vis Exhibitors or any third parties.
- 6.10 Photographing or video taping of fair grounds, booths, and exhibits by third parties shall require Organizer's consent.

7 Fair Competition

- 7.1 Exhibitor shall have the right to enter a product exhibited at the Fair in the Fair Competition ("Application-Agreement" section 11.7).
- 7.2 "Regulations concerning the competition for the most remarkable product exhibited at ENERGETAB 2021" stipulates the conditions for entries.
- 7.3 Competition participation is subject to a fee.

8 Order Regulations

- 8.1 Exhibitor / Set-up Contractor shall observe "ENERGETAB 2021 Fair Technical and Fire Regulations" applicable to all the Exhibitors and Fair Participants, and follow Organizers' and its staff's all housekeeping instructions.
- 8.2 Exhibitor / Set-up Contractor shall be fully liable for any damage caused by operating their equipment or any third parties they employ while setting up, running and closing down the booth.
- 8.3 Organizer reserves the right to introduce restrictions on access to the fairgrounds 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.
- 8.4 Organizer reserves the right to refuse permission to install exhibits which they deems hazardous or onerous.
- 8.5 Maximum noise level at the booth produced by the exhibited equipment or advertising devices shall not exceed 70 dB. At Organizer's request, Exhibitor shall reduce the noise to the required level. Failure to do so may result in Organizer disconnecting power supply to the booth.
- 8.6 Organizer shall provide suitable space for collecting waste and trash.
- 8.7 Exhibitor shall remove any packaging materials from the booth and exhibition area at least one hour prior to the Fair opening.
- 8.8 Booth cleaning, any repairs or booth decoration adjustments should be performed before or after the Fair visiting hours.
- 8.9 Exhibitor shall appoint, in writing, an individual in charge of the booth during the Fair.
- 8.10 Personnel operating the Exhibitor's booth during the Fair shall at all times wear special ID tags issued by Organizer.
- 8.11 Booths shall be open to visitors during Fair hours. Any temporary closing of a booth requires Organizer's consent.
- 8.12 Traffic regulations apply to any traffic within the fairgrounds. Speed limit is 20 km/h for all vehicles.
- 8.13 No weapons, ammunitions, explosives or hazardous objects are allowed throughout the fair grounds.
- 8.14 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 staying on the fair-grounds.
- 8.15 When publicly performing or broadcasting works of music, Exhibitor shall obtain respective permits from organizations in charge of managing copyrights and pay any related fees. Exhibitor shall observe any binding copyrights and related intellectual property rights.
- 8.16 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.

9 Insurance, Fair Security

- 9.1 Organizer shall arrange security for the entire fairgrounds outside visiting hours, i.e. **from 20:00 on Sept. 13, 2021, to 20:00 on Sept. 16, 2021.**
- 9.2 Organizer shall arrange for fairgrounds security monitoring before, during and after the Fair.
- 9.3 Organizer shall not be responsible for any bodily injuries to people or damage to exhibits in the fairgrounds, either before, after or during the Fair, or for any damage caused by staff, visitors, or third parties.

- 9.4 Organizer shall not be responsible for any damage resulting from theft, fire, flooding, lightning strike, gusting winds, explosion, power failure, interruption in water or gas supply, as well as other similar causes or Acts of God.
- 9.5 Exhibitors shall operate their booths during opening hours (section 1.5/a).
- 9.6 Exhibitors would be well advised to arrange for property insurance for any booth exhibits and furnishings. Purchase of individual booth protection is possible upon Organizer's consent only.

10 Claims and Complaints

- 10.1 Any claims or complaints must be reported 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, must be reported within 7 days of the date the Fair closes. Organizer's responsibility shall end after the said deadline has expired. No claims or complaints shall be considered.
- 10.2 The Organizer does not guarantee that the fair will be attended by a specific number of visitors and that the visitor profile is adapted to the needs and expectations of the Exhibitor. Deficient attendance and the Exhibitor's failure to achieve the benefits associated with promotion of the goods and services offered at the fair are not subject to complaint.
- 10.3 Any understandings, agreements or arrangements between Exhibitors and Organizer, as well as any resulting decisions, such as declarations or statements, shall be by e-mail or in writing to be valid.

11 Miscellaneous

- 11.1 The Exhibitor and all other participants of the fair must obey the commonly effective provisions of the law, safety standards effective during the epidemiological risk or epidemic announced due to COVID-19, and all other regulations established in these Terms and Conditions.
- 11.2 "ENERGETAB 2021 Fair Technical and Fire Regulations" and "INFORMATION CLAUSE on personal data processing in relation to the organization of the ENERGETAB Fair" shall constitute an integral part of the Regulations.
- 11.3 In the event of circumstances beyond the control of the Organizer, specifically resulting from "force majeure", which includes external, unpredictable, and unpreventable events such as natural disasters (fires, flooding, hurricanes, etc.) and decisions and dispositions of state and local authorities, the Organizer is released from all liability for failure to perform or inadequate performance of the obligations established by the "Application-Agreement" resulting specifically from cancellation, abbreviation, delay, or changes in the organisation of partial closure of the fair. This section 11.3 is not applicable if the ENERGETAB 2021 fair is cancelled and the Organizer withdraws from the "Application-Agreement" concluded with the Exhibitor pursuant to section 4.8 of these Terms and Conditions.
- 11.4 In the event of a threat requiring evacuation, all orders of the Organizer's representative in charge of the evacuation must be obeyed in accordance with the evacuation plan available from the Organizer.
- 11.5 In the event any provisions of the Regulations are held illegal or un-enforceable, provisions of the Polish law shall apply.
- 11.6 Payment of the penalty fine established in these Terms and Conditions does not eliminate or restrict the Organizer's right to pursue compensation exceeding the value of the reserved penalty fine under the general standards of the Civil Code.
- 11.7 All disputes potentially arising from participation in and organization of the fair shall be settled by the court with jurisdiction over the registered seat of the Organizer.
- 11.8 Matters not regulated by these Terms and Conditions are subject to the provisions of Polish law. In the event of any discrepancies in the content of the Polish and foreign versions of the Terms and Conditions, the Polish version prevails.
- 11.9 The Regulations shall come into force as at **February 1, 2021.**

ZIAD BIELSKO-BIALA SA