

# TERMS AND CONDITIONS FOR ENERGETAB 2019 FAIR EXHIBITORS

## 1 General

- 1.1 The Terms and Conditions set forth below shall be binding upon participants of the ENERGETAB 2019 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) **Exhibitor** - an entity/individual who rents a self-contained, separate space (booth) for a fee;
  - b) **Multinational Company** – a corporation or enterprise that manages production or delivers services in more than one country
  - c) **Co-exhibitor** – a firm who agrees to use Exhibitor's booth, exhibits its own products/services and uses its own staff (Application – Agreement p. 5a/7). Exhibitor shall be solely liable for Co-exhibitor's conduct;
  - d) **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. 5b/7);
  - e) **Set-up Contractor** – a firm approved and registered by Exhibitor to set up and dismantle the booth.
- 1.4 Exhibitor/Co-exhibitor shall provide Organizer its **Business Name** (abbreviated, customary, etc.) to be used in the Fair catalog list of participants, industry list, Represented Company list, online, and on signage.
- 1.5 Opening hours:
- a) Exhibitors: 8:00-19:00 (Tues-Wed) and 8:00-16:00 (Thurs);
  - b) Visitors: 9:00-17:00 (Tues-Wed) and 9:00-15:00 (Thurs).
- 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 ZIAD Bielsko-Biala SA by **April 29, 2019** 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 The registration fee shall cover: 1 parking permit (passenger cars only), Exhibitor catalog listing, a printed Fair catalog, 5 ID badges, 20 universal-type invitations, access to Organizer's selected electronic graphics, (Fair vignette, logo, banner), company information in the Fair materials, Exhibitor liability insurance, and administrative expenses.
- 2.3 Only Exhibitors whose products correspond to the scope of products displayed at the Fair may participate in the event. Exhibitors whose products remain outside the specified scope may participate in the Fair only on an as-available space basis.
- 2.4 The 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 Application – Agreement should the original copy contain errors. Exhibitor shall be responsible for any and all consequences resulting from an incorrectly filled Application – Agreement.
- 2.6 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.
- 2.7 The Fair participation agreement is deemed concluded after ZIAD Bielsko-Biala SA has sent a Participation Confirmation to Exhibitor, advising them about the area and type of the assigned space/booth and its location. 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 its booth or part thereof to any third parties without Organizer's written consent.
- 2.9 Organizer shall inform Exhibitor about the final booth location (including the booth no) in a "Booth Location Confirmation" letter not later than by **June 28, 2019**.
- 2.10 Applications – Agreements received after **April 28, 2019** shall be considered only if there is any available space left.
- 2.11 Should Organizer turn down an application, the applicant shall receive refund for any 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

- 3.1 To participate in the Fair, Exhibitor shall pay the required registration fee referred to in section 2.1 in the amount of 125 € net within **14 days** of the date of the invoice.
- 3.2 ENERGETAB 2019 terms of payment:
- a) Option I – no discount:
    - Advance payment of **50% of the total rented space gross price**, as specified in the Application – Agreement, within **21 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. 09, 2019**;
  - b) Option II – with discount:
    - Advance payment of **90% of the total rented space gross price** (taking into account 10% discount) within **21 days** of receiving Organizer's Order Confirmation; however, not later than by **April 29, 2019**,
    - The remaining balance of the fee (for other items listed in the Application-Agreement) – by **Aug. 09, 2019**.
- 3.3 ENERGETAB 2019 terms of payment for applications **received after April 29, 2019**:
- 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. 09, 2019**;
- 3.4 The discount set forth in section 3.2/b shall apply to any type of space listed in Application – Agreement sections 1 and 2: it shall be added up and granted only when all the remaining T&C provisions have been met.
- 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 ZIAD Bielsko-Biala SA 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 175 per booth**. For detailed information please go to the ENERGETAB 2019 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](http://www.energetab.pl).
- 3.9 The deposit shall be refunded within 21 days of the Fair closing date after deducting any expenses listed in Technical and Fire Regulations section 3.2 applicable to the ENERGETAB 2019 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 difference.
- 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 In case of cancelling Fair participation, the registration fee laid down in section 2.1 herein shall remain due and will not be refunded.
- 4.2 Failure to make the advance payment by **April 29, 2019** shall be interpreted as cancellation of Fair participation.
- 4.3 Advance payments made under sections 3.2 and 3.2. herein shall not be refunded if cancellation notice has been received after **May 31, 2019**.

- 4.4 Exhibitor shall pay a full fee for Fair participation and any services ordered, as per the Application – Agreement form, if cancellation is made after **August 09, 2019**.
- 4.5 Exhibitor shall cancel its participation in the Fair in writing. The date the cancellation is received at the registered office of ZIAD Bielsko-Biala SA 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 **June 21, 2019**. 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 Exhibitor who fails to keep the Agreement and does not participate in the Fair, or who participates only in part of the time or part of the scope, shall pay the full amount specified in the Application – Agreement, as well as all documented related costs and expenses incurred by Organizer.

## 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 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 50 net** per booth per each 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 standard booth set-up as per Exhibitor's order Application – Agreement, section 4), including any additional equipment (Application – Agreement, section 5). The Organizer also offers of an outdoor pavilion built in the standard version booth fitting (item 2 "Applications – Contracts"). In case of other than standard set-up or furnishings, Exhibitor shall make individual arrangements with Organizer and the booth layout with utilities and additional equipment marked out must be submitted by **July 15, 2019**.
- 5.2.2 Orders for additional equipment (mains outlets, water, sewer, Internet hookups) must be received by **July 15, 2019**. 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 event opening time. When justified, Organizer may make the booth available at a different time/date, whereupon Organizer and Exhibitor shall draw up an acceptance rstandeport 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. 19, 2019 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 plus any static analysis to the Fair Office for approval by **July 19, 2019**. The submitted project shall meet all the requirements set forth by Organizer in the ENERGETAB 2019 Fair Technical and Fire Regulations section 2.4 for Exhibitors and other Fair participants. The project shall also comply with Construction Code. For booths higher than 2.5m (or multi-story structures), the booth plan or design must be approved by a duly qualified construction inspector.
- 5.3.2 Exhibitor shall attach to its booth the number assigned by Organizer.
- 5.3.3 **14 days** prior to 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 **24 hours** prior to the opening of the Fair at the latest. Failure to do so may result in Organizer charging Exhibitor / Set-up Contractor a **contractual penalty of up to EUR 250 net**; alternatively, Organizer may not allow Exhibitor access to the booth during the Fair.
- 5.3.4 Access to the fairgrounds is available at the times set forth in section 5.1.2.
- 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](http://www.energetab.pl) or in the Fair Office.
- 5.3.6 After closing the booth, Exhibitor using its own set-up 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, stacker, 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 **before July 26, 2019** for further detailed arrangements. Heavy or oversize exhibits should be brought to the fairgrounds by **Sept. 13, 2019**. 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. 19, 2019, at 15:00. Exhibitor shall be a **penalty of 750 € net** for closing its booth earlier.
- 5.4.5 Once the Fair is officially closed, 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 5.45 above, Organizer shall have the right to remove 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 entry in the Fair Catalog (for the format, please go to [www.energetab.pl](http://www.energetab.pl)).
- 6.2 Co-Exhibitor shall pay a mandatory fee for registration in the catalogue (company name, website, pavilion and booth no).
- 6.3 Every Co-Exhibitor shall have the right to the paid entry in the Fair Catalog (Application – Agreement, section 10a). Fees paid for any ordered entry which has not been submitted shall not be refunded.
- 6.4 Upon Organizer's consent, Exhibitor and Co-Exhibitor shall have the right to insert fee-based additional information or advertising in the Catalog.
- 6.5 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).
- 6.6 Every Exhibitor / Co-Exhibitor whose entry or advertising has been included in the Catalog shall receive one free copy.
- 6.7 Organizer shall not be held responsible for missed deadlines when sending materials, as stipulated on page 5, 5a, 5b of Application – Agreement, or for errors and omissions in the Catalog for which Exhibitors are at fault.
- 6.8 Exhibitor shall have the right to advertise its exhibits only within its own booth. Advertising outside its own booth (e.g. banners, floor stands, 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.
- 6.9 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 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.
- 6.11 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 13).
- 7.2 The Outstanding Product Competition Regulations stipulates the conditions for entries.
- 7.3 Competition participation is subject to a fee.

## 8 Housekeeping Regulations

- 8.1 Exhibitor / Set-up Contractor shall observe ENERGETAB 2019 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 by personnel 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 and adjust the position of the equipment exhibited at the booth or the audio devices.  
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 should be performed before or after the Fair visiting hours.
- 8.9 Any repairs or booth decoration adjustments shall be performed only when the Fair is closed to visitors.
- 8.10 Exhibitor shall appoint, in writing, an individual in charge of the booth during the Fair.
- 8.11 Personnel operating the Exhibitor's booth during the Fair shall at all times wear special ID tags issued by Organizer.
- 8.12 Booths shall be open to visitors during Fair hours. Any temporary closing of a booth requires Organizer's consent.
- 8.13 Traffic regulations apply to any traffic within the fairgrounds. Speed limit is 20 km/h for all vehicles.
- 8.14 Exhibitor shall observe the Regulations and any general instruction issued by Organizer; any infringement thereof caused by the Exhibitor, any Co-Exhibitors, individuals or companies it hired shall be the sole responsibility of the Exhibitor.
- 8.15 No weapons, ammunitions, explosives or hazardous objects are allowed throughout the fair grounds.
- 8.16 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.
- 8.17 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.
- 8.18 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. 16, 2019, to 20:00 on Sept. 19, 2019**.
- 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.

## 10 Claims and Complaints

- 10.1 Any claims or complaints regarding booths prepared by 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.
- 10.2 Any understandings, agreements or arrangements between Exhibitors and Organizer, as well as any resulting decisions, such as declarations or statements, shall be in writing to be valid.

## 11 Miscellaneous

- 11.1 All participants should observe EU regulations and laws as well as the internal laws of the Republic of Poland.
- 11.2 ENERGETAB 2019 FAIR TECHNICAL AND FIRE REGULATIONS shall constitute an integral part of the Regulations.
- 11.3 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 (particularly: Acts of God, 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.
- 11.4 Regulations guiding any evacuation orders due to potential threats or risks may be found in the evacuation plan available from Organizer.
- 11.5 ZIAD Bielsko-Biala SA is the controller of personal data of the trade fair participants acquired from the forms available on the [www.energetab.pl](http://www.energetab.pl) website. Contact to the Controller: 43-316 Bielsko-Biala, al. Armii Krajowej 220, e-mail: [dane@ziad.bielsko.pl](mailto:dane@ziad.bielsko.pl). The data will be processed in accordance with

the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016. on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The purpose of data processing is the organization of ENERGETAB 2019 fair. The Organizer will provide this data to other companies with whom the Organizer will conclude contracts only to the extent necessary for the organization and conduct of the fair. Planned period of data retention: until 31.12.2021

The person providing personal data is entitled to:

- request from the Controller to access the details of the data subject;
- rectify, delete or limit processing of the data;
- transfer the personal data;
- file an opposition to processing;
- file a complaint to the Office for Personal Data Protection.

Failure to provide personal data will prevent concluding the fair participation agreement or hinder its implementation.

- 11.6 In the event any provisions of the Regulations are held illegal or un-enforceable, provisions of the Polish law shall apply.
- 11.7 Any dispute arising out of or in relation to the Fair participation shall be resolved by common courts with jurisdiction in Bielsko-Biala.
- 11.8 In the event of any doubts, the Polish language version of the Regulations shall prevail.
- 11.9 The Regulations shall come into force as at **Feb. 01, 2019**.

**ZIAD BIELSKO-BIALA SA**