

**MIĘDZYNARODOWE TARGI POZNAŃSKIE Sp. z o. o.**  
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Sąd Rejonowy Poznań – Nowe Miasto i Wilda w Poznaniu / Poznan District Court

VIII Wydział Gospodarczy Krajowego Rejestru Sądowego / 8th Division of National Court

Register

KRS / Registered number: 0000202703

Kapitał zakładowy / Share capital: 288 348 000,00 PLN



**11-13 września 2020,**  
**Szklarnia k. Janowa Lubelskiego**

## **REGULATION FOR PARTICIPANTS IN EKO-LAS 2020 FAIR**

### **organized by Poznań International Fair Ltd.**

#### **1. GENERAL PROVISIONS**

1.1. The following provisions apply to participants in EKO-LAS fair organized by Poznań International Fair Ltd. (hereinafter referred to as "MTP").

1.2. Exhibitors shall also comply with:

- Specific Provisions
- Thematic Scope.

Specific Provisions and Thematic Scope defined separately, together with the Regulation are an integral part of a participation agreement.

1.3. Participation in fairs is limited to business entities that present an offer consistent with the Thematic Scope. 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. PARTICIPANT APPLICATION AND CONCLUSION OF AGREEMENT**

2.1. In order to apply, prospective participants shall:

- a) place an order on-line via Exhibitor Zone: [www.strefawystawcy.pl/en](http://www.strefawystawcy.pl/en)
- 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.

2.2. 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.

2.3. Submission of a participant application shall be equivalent to tendering an offer for participation in a fair.

2.4. 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.

2.5. 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.

2.6. To be valid, any changes in exhibition space order and participation agreement shall be in writing.

2.7. Prospective participants shall pay a registration fee in respect of their registration and of other services provided by MTP. The amount of registration fee, the services covered by that fee and the terms of payment shall be defined in Specific Provisions.

2.8. 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.

#### **3. CANCELLATION OF PARTICIPATION**

- 3.1. Cancellation of participation offer or withdrawal from the participation agreement shall be in writing otherwise being null and void.
- 3.2. Registration fee is due and payable notwithstanding cancellation of participation offer or withdrawal from participation agreement, and it shall not be reimbursed when paid.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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.

#### **4. CO-EXHIBITORS AND REPRESENTED COMPANIES**

- 4.1. Exhibitors have 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.
- 4.2. MTP shall collect a fee on application for co-exhibitor participation, such fee amounting to 50% of the registration fee as referred to in point 2.7.
- 4.3. Co-exhibitors shall have all privileges and obligations of exhibitors.
- 4.4. 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.
- 4.5. Exhibitors shall 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.

#### **5. TRADE FAIR SERVICES**

- 5.1. Exhibitors shall order MTP services related to fair participation - on-line via Exhibitor Zone.
- 5.2. Trade fair services should be ordered by the date specified as the order submission deadline.
- 5.3. 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.
- 5.4. 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.
- 5.5. Electrical supply shall be provided and performed exclusively by MTP.
- 5.6. Documents to allow entry into MTP grounds shall be specified in Specific Provisions.

#### **6. LEGAL PROTECTION AND SAFETY STANDARDS REGARDING EXHIBITS**

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.

6.4. 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.

## **7. GENERAL REGULATIONS**

- 7.1. An Exhibitor is obliged to abide by building and installation, fire fighting, safety and hygiene of work rules standing at the territory of fair.
- 7.2. An Exhibitor bears full responsibility for damages resulting to functioning his appliances and people employed by him while stand construction period, duration of fair and stand dismantling period.
- 7.3. Exhibits cannot be placed in arteries of traffic adjacent to a stand, and presentation of devices cannot hinder or preclude safe moving of participants and public, as well as create a disturbance.
- 7.4. It is forbidden to place prices on exhibits.
- 7.5. MTP reserves himself the right to refuse permission to lay on exhibits by regards to be dangerous or burdensome.
- 7.6. An Exhibitor is obliged to remove from his stand and territory packages of its exhibits before opening the venture.
- 7.7. Repair of damages or change of stands interior decoration may be performed only when fair are closed for visitors.
- 7.8. An Exhibitor's stand maintenance staff is obliged to carry, during the fair, official entry cards received from MTP.
- 7.9. In case when the stand is occupied by two or more Exhibitors, it should be determined, which of them is the exclusive representative as to MTP.
- 7.10. An Exhibitor is obliged to comply with Regulation and rules pertaining to the observance of regulations issued by MTP. He is also responsible for all infringements from his own side, persons employed by him and co-exhibitors.
- 7.11. In the fair's opening hours, a stand should be rendered accessible to the visitors. Temporary closing of a stand needs MTP permission.
- 7.12. After the fair is finished the exhibitor is obliged to leave the area clean.

## **8. CATALOGUE, ADVERTISEMENT, PHOTOGRAPHY AND FILM**

- 8.1. Exhibitors must use online platform [www.strefawystawcy.pl/en/](http://www.strefawystawcy.pl/en/) to provide their address particulars and those of their co-exhibitor in the catalogue. A mandatory address entry includes the company's name, address and phone/fax numbers and is placed on the Internet.
- 8.2. Every exhibitor has the right to place a trade advertisement in this catalogue.
- 8.3. MTP shall not be liable for any consequences of editing errors or omissions in the catalogue.
- 8.4. An Exhibitor has the right to advertise his goods only in the exterior of his own stand unless he disturbs the run of other participants work.
- 8.5. 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.
- 8.6. MTP reserves for himself the right to film and photograph stands and to use these materials for his own purposes without additional obligations as to Exhibitors and third parties.
- 8.7. An Exhibitor has the right to photograph and to film its own stand unless these activities will not cause disturbances in organization and fair's course.
- 8.8. Photographing and filming fair objects, stands and exhibits by third persons, need MTP permission.

## **9. INSURANCE, FAIR'S PROTECTION**

- 9.1. MTP bears no responsibility for accidents of people and damages of exhibits present at fair's area before, after and during the fair, as well as for damages caused by personnel, visitors and third persons.
- 9.2. MTP is not responsible for damages caused by theft, fire, floods, thunders, explosion, breaks in water, power and gas supply, and other reasons of this type, as well as Force Majeure.
- 9.3. An Exhibitor is obliged to notify immediately MTP of every damage.
- 9.4. An Exhibitor is obliged to comply with orders given by MTP referring to fire fighting protection and other order considering safety.
- 9.5. MTP secures supervision on fair objects outside fair's opening hours.
- 9.6. Exhibitors are advised to insure civil liability resulting from participation in fair, as well as exhibits insurance.

## **10. CUSTOMS DUTIES AND FORWARDING**

- 10.1. 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).

10.2. The transportation and forwarding of exhibits and other merchandise shall be performed at the fair participant's risk and expense.

## **11. COMPLAINTS**

11.1. Any complaints of the fair participants shall be submitted to MTP in writing.

11.2. 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).

11.3. Other complaints of exhibitors should be submitted no later than within one month from the last day of the fair.

11.4. No complaints filed after the aforementioned time shall be considered .

## **12. FINAL PROVISIONS**

12.1. 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.

12.2. Trade fair participants should comply with the binding regulations of the EU acquis and internal regulations of the Republic of Poland.

12.3. 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.

12.4. For the purposes of dispute resolution, the Polish version of the Regulations shall prevail.

12.5. Polish law shall govern interpretation of these Regulations.

## **BOARD OF DIRECTORS**

**Poznań International Fair Ltd.**