

REGULATIONS

FOR THE PARTICIPANTS IN FAIRS ORGANISED BY THE GDAŃSK INTERNATIONAL FAIR CO. (MTG SA)

1. GENERAL PROVISIONS

1.1. The provisions of these Regulations bind the participants of fairs organised by the Gdańsk International Fair Joint Stock Company (Międzynarodowe Targi Gdańskie Spółka Akcyjna – MTG SA) in Gdańsk, hereunder referred to as the MTG Regulations.

1.2. The following constitute integral parts of the MTG Regulations:

- Terms and Conditions of Exhibition Space Rental
- List of Product Groups
- Technical and Fire Regulations

1.3. Entities which present a portfolio compliant with the subject matter of a given event, specified in the List of Product Groups, are admitted to participate in fairs.

2. PRINCIPLES OF PARTICIPATION

2.1. APPLICATION FOR PARTICIPATION

2.1.1. **MTG sends out Application Forms** as an invitation to take part in fairs on the terms specified in the MTG Regulations for exhibition participants. **Application Forms** are also available on the internet at www.mtgsa.pl.

2.1.2. The sending of the completed original of **the Application Form** to the MTG Registered Office constitutes **an expression of readiness to take part in a Fair and is tantamount to placing an offer**. The sending of application forms by fax or e-mail shall be treated only as information about your intention to take part in a Fair.

2.1.3. The documents specified in 2.1.2. are to be sent by the date described in the Application Form as the **Application Deadline**.

2.1.4. MTG shall inform the entities interested about the acceptance of the offer of participation in the Fair and the conclusion of a Participation Agreement, including the rental of exhibition space, by sending a **Confirmation of Application**, in which it will specify: the size and type of the assigned space in the pavilion or the open sector. **The date of the Confirmation of Application by MTG shall be construed as the Agreement conclusion date**.

2.1.5. MTG reserves the right not to accept an offer of participation in the Fair.

2.1.6. MTG shall assign exhibition space taking into account the Applicant's specifications, as far as possible and subject to the organisational and technical conditions.

2.1.7. MTG reserves the right to change the location, type and size of the exhibition space. If the size, location or type of space assigned by MTG in the Confirmation of Application differs from the space ordered, the Agreement shall be concluded on the terms specified in the Confirmation of Application. Should the Orderer not accept the altered conditions proposed by MTG, they should make such a statement in writing within 3 days of the date of the receipt of the Confirmation of Application.

2.1.8. MTG reserves the right to change the prices by up to 10% in the case of a justified increase in the costs which have arisen for reasons independent of MTG.

2.1.9. Application Forms received after the date described as the Application Deadline shall be considered by MTG subject to the availability of free exhibition space.

2.1.10. MTG reserves the right to change the originally assigned exhibition space specified in the Confirmation of Application. In such a case, the Participant of the Fair should not be entitled to compensation from MTG, provided that the return of the overpayment resulting from the fact of assigning a different type of or smaller space than that originally assigned takes place within 7 days of the alteration.

2.2. CANCELLATION OF PARTICIPATION

2.2.1. The Applicant may cancel its offer of participation or withdraw from the concluded Agreement referred to in 2.1.4. The cancellation of an offer of participation or the withdrawal from the Fair Participation Agreement require written form under pain of invalidity. Electronic form or a statement sent by fax shall not be considered a written form.

2.2.2. A withdrawal from the Fair Participation Agreement **no later than 21 days prior to the commencement of the Fair** shall create an obligation to pay a handling charge to the value of 10% of the total net value of the services ordered, specified in the Application Form. The above amount shall be increased by 22% Value Added Tax. The date of the receipt of the letter (containing the statement of withdrawal) by MTG shall be construed as the date of participation cancellation. MTG reserves the right to deduct the handling charge from the advance payment made pursuant to 2.3.2.

2.2.3. The withdrawal from the Fair Participation Agreement **later than 21 days** prior to the commencement of the Fair shall result in an obligation to pay the full amount due for the rental of exhibition space and other services already performed by MTG under agreements related to the performance of the Participation Agreement (e.g. the Catalogue entry, advertising services, stand construction).

2.2.4. In the case of the withdrawal from the Participation Agreement, the Applicant shall be obliged to return the original of the Confirmation of Application received from MTG.

2.2.5. MTG shall be obliged to return the advance payment (remaining after the deduction of the handling charge) in the case referred to in 2.2.2 within 14 of the withdrawal from the Participation Agreement.

2.3. TERMS OF PAYMENT

2.3.1. The prices for the rental of the exhibition space and other services related to the participation in the Fair are determined individually for the particular fairs and are specified in the Application Form.

2.3.2. The Applicant shall be obliged to remit the funds in return for the services provided by MTG to the MTG bank account in two instalments:

- 50% of the gross value of the full range of services included in the Application Form (the value of the Agreement) within 7 days of the receipt of the confirmation of the acceptance of the application by MTG,
- the remaining 50% no later than 30 days before the commencement date of the Fair.

The final settlement of accounts shall take place by means of an invoice within 7 days of the conclusion date of the Fair.

2.3.3. The Payer (the invoice recipient) is the entity which applies for participation in the Fair– the Orderer (i.e. the entity who signs the Application Form). Should the Orderer designate a third party (a physical or legal person) as the payer at the filling in and the signing of the Application Form, then the Designated Payer should provide a written statement of its acceptance of the Orderer's liabilities. The liability of the Designated Payer and the Orderer towards MTG is joint and several.

2.4. FORM OF PARTICIPATION

2.4.1. In accordance with the requirements specified in the Application Form, the Applicants are to provide details concerning the Exhibitor and Co-exhibitor, as well as details concerning its industry and exhibition portfolio/exhibits (the codes from the List of Product Groups). The company details (name and address, sales portfolio) reported by the Exhibitor shall be published by MTG together with the location of the exhibition stand in the Exhibitor Catalogue.

2.4.2. In the case of individual participation, the Entity (Exhibitor) who applies for participation on the Fair on its own behalf and account and orders exhibition space by signing the Application Form shall be the party of the Agreement with MTG.

2.4.3. In accordance with the terminology used in the exhibition statistics, an individual participant has the status of Exhibitor. An Exhibitor is an entity who participates in a Fair directly and presents its own products and/or services at its exhibition stand using its own staff.

2.4.4. An Exhibitor has the right to enter co-Exhibitors for participation in the Fair. MTG's permission for the participation of a Co-exhibitor will be given to the applicants according to the terms and conditions specified in the Application Form for co-Exhibitors. A Co-exhibitor shall be entitled to the rights and obligations of an Exhibitor, including a catalogue entry and the right to additional orders.

2.4.5. The exhibition participant shall not have the right to give its exhibition stand to other entities for free use or to sublet it without the written consent of MTG.

3. SERVICES

3.1. FORM OF PARTICIPATION

3.1.1. MTG publishes an Exhibitor Catalogue which includes information about the Exhibitors and their portfolios. The List of Exhibitors is also published on the www.mtgsa.pl website. Every Exhibitor and Co-exhibitor is obliged to purchase an entry in the Exhibitor Catalogue with its company name and address together with information up to one hundred words in Polish and the same in English no later than 30 days prior to the commencement of the Fair. Failure to provide MTG with the information for the Exhibitor Catalogue shall not make the Exhibitor or the Co-exhibitor exempt from the obligation to pay for the entry which will be made in the form of the company's name and address on the basis of the details from the Application Form.

3.1.2. The Exhibitor is entitled to place an additional advertisement in the catalogue pursuant to the terms and conditions specified in the Application Form. The providing by the Exhibitor of a ready advertisement design no later than 30 days prior to the commencement of the Fair is the condition for the completion of an order for an additional advertisement in the catalogue.

3.1.3. MTG shall not be liable for any damages which might ensue from any errors or omissions in the Exhibitor Catalogue

3.1.4. Every Exhibitor and Co-exhibitor, whose entry is included in the List of Exhibitors shall receive one copy of the Exhibitor Catalogue free of charge.

3.1.5. An Exhibitor has the right to advertise its products or services at its own stand with due regard to the Technical and Fire Regulations mandatory on the MTG fairgrounds and on condition that this does not disturb the work of other Exhibition Participants.

3.1.6. Advertising outside of the Exhibitor's stand requires the permission of MTG and may be done only through MTG after the payment of an additional fee.

3.1.7. Advertising services (e.g. making and displaying of advertisements, distribution of advertising materials, broadcasting of commercials over the Exhibition PA system) should be requested in the Application Form.

3.2. OTHER EXHIBITION SERVICES

MTG provides the following services for an additional fee:

- rental of rooms and organisation of conferences on MTG's premises

- organisation of promotional events
- translation and copying of promotional materials
- rental of additional equipment and furniture
- design and building of custom-made exhibition stands
- art and graphic design services
- hostess/interpreter services at the exhibition stand
- cleaning of exhibition stands
- hotel booking
- internet connections

Exhibitors presenting new products, solutions and trademarks at exhibitions organised by MTG enjoy the privilege of Precedence by way of Exhibition when applying for a patent for its invention, exclusive rights for its utility model, rights stemming from the registration of its utility model, exclusive rights for its trademark and other industrial property rights at the Polish Patent Office.

4. EXHIBITION SPACE DESIGN AND CONSTRUCTION

4.1. MTG provides services consisting in the construction and equipping of exhibition stands according to the Order Form. An Exhibitor may order exhibition space (by the metre) together with a standard shell scheme or the so-called modular stand (a package) specified in the Application Form or commission MTG to build an MTG custom-designed stand.

4.2. Changes in an individual stand design may be made no later than 21 days prior to the commencement of the Fair. Any changes made after this deadline shall be implemented in the order of their submission, subject to technical capabilities and for an additional fee.

4.3. A Protocol of Transfer and Receipt signed during the Fair by a representative of the Exhibitor and MTG shall be the confirmation of the completion of the construction and furnishing of the exhibition stand.

4.4. The Exhibitor shall be liable for any missing components or damage to the stand or the furnishings and shall be responsible for covering the cost of repairs or purchase of the damaged or missing components of the stand. An assessment of the damage or loss of property shall be made by a commission nominated by MTG in the presence of a representative of the Exhibitor or the company who set up the stand.

4.5. In the case of an order for exhibition space without a stand system, the Exhibitor may construct and furnish the stand by themselves or contract this to an external company. Prior to the commencement of the stand setup, the Exhibitor must discuss and obtain a written approval of the stand design and setup schedule from MTG (no later than 30 days prior to the commencement of the Fair).

4.6. Should the Exhibitor order exhibition space without a stand system (booth), there shall be an obligation to pay a handling charge for using the exhibition infrastructure at the time of stand setup and dismantling:

- PLN 150 net for exhibition stand area up to 12 m²
- PLN 250 net for exhibition stand area up to 30 m²
- PLN 550 net for exhibition stand area over 30 m².

4.7. The admissible height of the stand is 2.5 m. All materials used in the construction of the exhibition stands must have a certificate of non-flammability. Structural components over 2.5 m in height require the written permission of MTG. The Exhibitor must follow the general construction, structural and fire-protection regulations. Should the Exhibitor fail to meet these requirements, MTG shall have the right to stop the construction of the stand.

4.8. MTG reserves the right to any possible use of the external walls of the Exhibitor's stand.

4.9. Electrical, water and sewage, computer network connections to the stand, as well as services related to the suspending of elements to the fixed structure of the hall roof may be performed exclusively by MTG. Any arbitrary connection of wiring systems to and from the MTG electrical system is prohibited.

5. EXHIBITS

5.1. The Exhibitor must deliver the exhibits and advertising materials to MTG's premises no later than on the day prior to the commencement of the Fair by 18:00. The Exhibitor must label the exhibits.

5.2. MTG reserves the right to decline the exhibiting of exhibits which it shall deem dangerous or whose content or appearance are against the law, the principles of social co-existence, public morals, or the nature of the Fair, without being subject to any liability on this account.

5.3. Exhibits may not be placed in the passageways adjacent to the exhibition stand, and equipment demonstrations must not hinder or prevent the safe passage of Exhibitors and the public.

5.4. Should the exhibits require special conditions for their display (temperature, humidity, etc.), the Exhibitor must obtain a written confirmation of the meeting of these requirements from MTG.

5.5. Transport, handling and unpacking, assembly and dismantling, packing and loading of the exhibits and other exhibition materials shall be done by the Exhibitor at its expense and risk. MTG does not provide storage services.

5.6. The Exhibitor must remove any waste left over from the setup and furnishing of the exhibition stand from the stand itself and the area around it.

6. CUSTOMS DUTY AND FORWARDING

- 6.1. The transport and forwarding of exhibits and other products shall take place at the Exhibitor's risk and expense.
- 6.2. Forwarding, reloading (rental of forklift truck with operator), packaging storage and other services on the fairgrounds are provided exclusively by forwarding companies.
- 6.3. At the Exhibitor's request, MTG may give permission for the use of the Exhibitor's own reloading equipment (forklift trucks, stacking machines, hoisting cranes) on the fairgrounds.

7. ENTRANCE AND VEHICLE ENTRANCE

7.1. ENTRANCE TO THE FAIRGROUNDS

- 7.1.1. The Exhibitor is entitled to Exhibitor passes in the quantity and on terms and conditions determined separately for each fair and specified in the Terms and Conditions of Exhibition Space Rental.
- 7.1.2. The Exhibitor's passes may not be transferred to third parties.
- 7.1.3. The payment of all fees ensuing from the Fair Participation Agreement within the date specified in the MTG Regulations shall be the condition for the receipt of Exhibitor passes which give the right to enter the Fairgrounds. The passes are available for collection at the Exhibitor Service Office on the day prior to the commencement of the Fair.
- 7.1.4. The Exhibitor may purchase additional passes and invitations for its guests from MTG. Orders for invitations should be submitted no later than 30 days prior to the commencement of the Fair.
- 7.1.5. Setup crews are entitled to free service passes valid only during the setup and dismantling of the exhibition stand.
- 7.1.6. The Exhibitor is entitled to one invitation to the Exhibitors' Meeting for exhibition space of up to 20m², and two invitations for exhibition space over 20 m² .

7.2. VEHICLE ENTRANCE AND PARKING IN THE FAIRGROUNDS

- 7.2.1. The principles of vehicle entrance and parking on the MTG premises are specified in the Terms and Conditions of Exhibition Space Rental, determined separately for the individual Fairs.
- 7.2.2. MTG reserves the right to introduce vehicle entrance and parking limits on the Fairgrounds.
- 7.2.3. **Entrance for lorries to the Fairgrounds is permitted only through Gate D in Droszyńskiego St.**
- 7.2.4. MTG permits the use of unguarded parking spaces on the premises belonging to MTG, with the reservation that regardless whether a parking space is paid or free of charge MTG shall not be liable for vehicles or any property left therein.

8. INSURANCE

- 8.1. MTG shall not be liable for damages or losses to the property of the Fair Participants caused by third parties or caused by the injured party during the setup or dismantling of the exhibition stand, or during the Fair. MTG's indemnity shall not be limited in any way despite the introduction of special measures for the security and safety of the Fairgrounds.
- 8.2. MTG shall not be liable for damages to the property of the Fair Participants caused by Force Majeure e.g. fire, explosion, lightning strike, storm, flooding or for power or gas cuts for reasons beyond MTG's control. MTG's indemnity shall not be limited in any way despite the introduction of special measures for the security and safety of the Fairgrounds.
- 8.3. The Fair Participant is obliged to inform MTG and the police in writing about the occurrence of any damage immediately after is discovery.
- 8.4. Fair Participants should insure themselves against civil liability and insure their property at the Fairgrounds (exhibits, equipment and devices at the stand, structural components and furnishing of the stand, private property, company vehicles etc) on their own both during the Fair and during the setup and dismantling of the exhibition stands.
- 8.5. MTG shall not be liable for vehicles left on the Fairgrounds both during the Fair and during the setup and dismantling of the exhibition stands. MTG's indemnity shall not be limited in any way despite the introduction of special measures for the security and safety of the Fairgrounds.

9. FAIRGROUND SECURITY

- 9.1. The Fairgrounds are protected by security services and MTG's safety devices.
- 9.2. During the Fair, the pavilions shall be opened, closed and sealed by a committee. The Exhibitor has the right to delegate its representative to the committee which opens and closes the pavilions.

10. ORGANISATION OF WORK AT THE EXHIBITION STAND

- 10.1. During the opening hours of the Fair the exhibition stands should be available to the visitors.
- 10.2. The temporary closing of a stand requires the prior permission of MTG. The Exhibitor is obliged to secure its property on its own and at its own expense and risk for the duration of the closing of the stand.
- 10.3. The opening hours of the Fair for the Exhibitors and the Visitors are specified in the Terms and Conditions of Exhibition Space Rental, determined separately for individual Fairs.
- 10.4. Any change or supplementing of the exhibited items may be done only after obtaining permission from MTG and should take place prior to the opening or after the closing of the Fair to the visitors.
- 10.5. The cleaning of the Fair exhibit can be performed only prior to the opening or after the closing of the Fair to the visitors.

11. DISMANTLING OF THE EXHIBITION STAND

- 11.1. The removal of the exhibits and the dismantling of the stand prior to the conclusion of the Fair is prohibited. The removal of the stand may begin only after the closing of the Fair to the visitors and should be concluded no later than by 4:00 p.m. the following day. In justified cases it is possible to extend the time for the dismantling of the stand at MTG's permission.
- 11.2. After the conclusion of the Fair, the Exhibitor shall be obliged to remove the exhibits, dismantle the stand and return the used exhibition space to its original state no later than by the final day of stand dismantling. Waste and rubbish should be put in the containers located in front of the entrances to the exhibition halls. In the event of the failure to put the used exhibition space in order, MTG shall commission the cleaning services at the Exhibitor's expense and risk.
- 11.3. Any decorative elements glued to the structural elements which belong to MTG should be removed without damaging the walls.
- 11.4. Exhibition stand components and equipment left during the dismantling without notifying MTG shall be deemed abandoned property.

12. INTERNAL RULES AND REGULATIONS

- 12.1. The opening dates and hours of the Fair, as well as the exhibition stand setup and dismantling times and the opening hours of the pavilions and Fairgrounds are specified in the Terms and Conditions of Exhibition Space Rental, determined separately for individual Fairs.
- 12.2. The Exhibitor is obliged to follow the internal rules and regulations issued by MTG.
- 12.3. The Exhibitors are not allowed to stay or leave vehicles on the Fairgrounds longer than an hour following the closing of the Fair to the visitors, subject to point 11.1.
- 12.4. Smoking, the use of open fire and the use of electric heating devices is prohibited in the exhibition halls. Bringing in firearms, ammunition, explosives or chemical substances which constitute a fire hazard is prohibited.
- 12.5. The blocking of human and vehicle access to fire-fighting equipment, as well as the blocking of passages and emergency exits is prohibited.
- 12.6. The Exhibitor is obliged to make all the sections of its stand available to the MTG commission for fire inspection.

13. COMPLAINTS

- 13.1. All complaints by the Exhibitors and Fair Participants addressed to MTG must be submitted in written form, no later than on the last day of the Fair prior to the dismantling of the exhibition stand.
- 13.2. No complaints shall be considered following the deadlines specified above.

14. FINAL PROVISIONS

- 14.1. In the event of circumstances beyond its control (especially: Force Majeure, government decisions) MTG reserves the right to cancel, partially close, shorten or postpone the date of the Fair. In such cases the Exhibitor shall not be entitled to damages or a reduction of the fee for the rental of exhibition space.
- 14.2. The Fair Participant should respect the current common regulations of the European Union (the regulations of the European Community) and the laws of the Republic of Poland.
- 14.3. Any disputes which may ensue from participation in Fairs organised by MTG and the services performed by MTG shall be settled by the materially competent common court in Gdańsk.
- 14.4. The Polish text of the Regulations shall prevail in the settlement of any disputes. Polish law shall prevail in the interpretation of the provisions of these Regulations.
- 14.5. The provisions of these MTG Regulations shall apply to the Participants in Fairs organised after 1 January 2006.