

§ 1. GENERAL PROVISIONS

1. The provisions of these Regulations shall apply to all participants of fairs, exhibitions or other events organized by Międzynarodowe Targi Łódzkie Spółka Targowa Sp. z o.o. (MTŁ).
2. The DETAILED PROVISIONS FOR PARTICIPANTS and the TECHNICAL, FIRE SAFETY AND OHS REGULATIONS in force in the buildings housing events organized by Międzynarodowe Targi Łódzkie Spółka Targowa Sp. z o.o. constitute an integral part of these Regulations.
3. Only entities presenting offers which comply with the thematic (industry) scope for a given event, set forth in the DETAILED PROVISIONS FOR PARTICIPANTS will be allowed to take part in the fairs, exhibitions and other events.

§ 2. TERMS OF PARTICIPATION

1. An Applicant shall be allowed to take part in the fair after submitting application documents in a term specified in the DETAILED PROVISIONS FOR PARTICIPANTS at the address of MTŁ. Original, correctly completed application forms, Application Form-Agreement and forms A-D, legibly signed by authorized representatives, a receipt confirming the payment of advance for the lease of space referred to in the DETAILED PROVISIONS FOR PARTICIPANTS, and a current and valid excerpt from the Central Registration and Information on Business (CEIDG) or the National Court Register (KRS, applies to domestic Exhibitors only) constitute the definitive obligation of the Applicant to take part in the fair pursuant to the provisions of §2 and shall be construed as signing the agreement.
2. The documents set forth in §2 pt. 1 shall be sent within the term specified in the DETAILED PROVISIONS FOR PARTICIPANTS applicable to specific fair as the date of submitting application forms.
3. MTŁ hereby consents to sending signed application forms referred to in point 1 via fax or e-mail (document scans), which shall be treated as originals.
4. In the instance specified above, MTŁ shall confirm the receipt of application forms via e-mail within two business days following the date of receipt.
5. MTŁ shall assess the applications considering their date of receipt, capacity and preferences for companies which took part in the previous editions of given fair.
6. MTŁ shall inform the Applicant of accepting their participation in the fair and of the conclusion of participation agreement by sending a CONFIRMATION OF SPATIAL ARRANGEMENTS within the term set forth in the DETAILED PROVISIONS FOR PARTICIPANTS of given fair.
7. If the size or type of exhibition area granted by MTŁ in the CONFIRMATION OF SPATIAL ARRANGEMENTS differs from those ordered by the Applicant, the agreement shall be concluded according to the terms of the confirmation.
8. MTŁ hereby reserves the right to change the initially assigned exhibition space, set forth in the CONFIRMATION OF SPATIAL ARRANGEMENTS. Upon such location change, the Fair participant shall not be entitled to any compensation from MTŁ.
9. The Exhibitor shall be obliged to pay the registration fee, unless the DETAILED PROVISIONS FOR PARTICIPANTS of given fair state otherwise.

§ 3. RESIGNATION FROM PARTICIPATION

1. Upon resignation to take part in the Fair, the Exhibitor shall be obliged to notify MTŁ of this fact via certified letter with confirmation of receipt.
2. When sending resignation via electronic mail or fax, MTŁ shall confirm its receipt via e-mail or fax within 2 business days following its receipt.
3. In the case of resignation referred to in pt. 1 and 2, MTŁ shall charge a contractual penalty of:
 - a) 20% of the value of exhibition space ordered, if the Exhibitor has resigned from attending the fair up to 30 days before their official opening (with the exception of FILM VIDEO FOTO FAIR and NATURA FOOD FAIR, for which this 40 days shall apply),
 - b) 100% of the value of exhibition space ordered, if the Exhibitor has resigned from attending the fair after the deadline specified in §3 pt. 3 a).
4. MTŁ shall have the right to deduct the contractual penalty referred to in §3 pt. 3 from the advance payments made by the Exhibitor.
5. Submitting an order after the deadline set forth in §3 pt. 3 a) shall not release the Constructor from the obligation to pay the contractual penalty.
6. Should the Exhibitor resign from a part of the exhibition space within the term specified in §3 pt. 3 a) and b), MTŁ shall be entitled to charge the Exhibitors with the contractual penalties stipulated in that paragraph.
7. MTŁ may withdraw from seeking claims upon re-leasing the freed space.

§ 4. FORM OF PARTICIPATION

1. The following forms of participation in the fair are available:
 - EXHIBITOR
 - SUB-EXHIBITOR
2. In accordance with the requirements specified in application forms, Applicants must provide the data of the Exhibitor or Sub-Exhibitor, as well as data regarding the industry and fair offer.
3. MTŁ shall not be held liable for any violations of the Exhibitors or any other Fair participants, resulting from the legal protection of their rights to an invention, utility model, industrial model, geographic mark, topography of integrated circuits or trademark, as well as copyrights, derivative rights under license agreements, cessions, know-how, etc.
4. Individual participation

Upon individual participation, the agreement shall be concluded by and between MTŁ and an entity (Exhibitor) who applies for participation in the fair on their own behalf and who orders exhibition space by signing the application form, and who enters into other agreements with MTŁ regarding participation in the fair (orders for particular fair services). The entity applying for participation in the fair (the Exhibitor) may designate another natural person or corporate entity as the payer of the liabilities for leasing exhibition space and the fair services ordered. The designated payer should submit a statement of the acceptance of Exhibitor's liabilities incurred through their participation in the Fair, enclosed to the Application form – Agreement. The Exhibitor and the payer shall bear joint and several liability towards MTŁ. According to the nomenclature adopted in fair statistics, an individual participant shall be appointed the Exhibitor. The Exhibitor is an entity taking direct part in the fair and presenting items on their stand using own staff, basing on own products and services. Sub-leasing the stand to other entities or using the stand without paying the due lease fees is prohibited, unless approved by MTŁ in writing. The data submitted by the Exhibitor (name, address, commercial offer) and the location of the stand shall be published by MTŁ in the fair catalogue / fair guide and in the list of exhibitors. The Exhibitor shall receive one copy of the fair catalogue / fair guide and an entry pass (EXHIBITOR pass), pursuant to the principles set forth in §7 pt. 1.

5. Sub-Exhibitor Participation

Sub-Exhibitor participation shall be based on the use of a part of the Exhibitor's stand by another entity presenting their own products or services in that part, with the use of their own staff. The Exhibitor's and Sub-Exhibitor's stand shall be marked with the same number. Sub-Exhibitor application shall be made by the Exhibitor (individual participant). The Sub-Exhibitor shall be entitled to the rights and obligations of the Exhibitor (the right to be included in the fair catalogue / guide and in the list of exhibitors, the right to receive one copy of the fair catalogue / guide, the obligation to report entry to the fair catalogue / guide). The Sub-Exhibitor shall be entitled to conclude other agreements related to participation in the fair on their own behalf (orders for fair services). The Exhibitor and the Sub-Exhibitor shall bear joint and several liability for towards MTŁ for all liabilities resulting from their mutual agreements.

§ 5. PRICES AND TERMS OF PAYMENT

1. The prices and the terms of payment for the lease of exhibition space are established for particular fairs. Exhibition space prices are specified in application forms. The terms of payment of exhibition space lease fees are specified in the DETAILED PROVISIONS FOR PARTICIPANTS.
2. The prices and the terms of payment for ordering additional services related to participation in the fair to MTŁ are specified in the order forms.
3. All liabilities on services provided by MTŁ shall be paid within the terms set forth in DETAILED PROVISIONS FOR PARTICIPANTS.
4. The entity ordering particular services related to participation in the fair shall be the payer (the addressee of the invoice). If the party ordering fair services designates a third party (natural or corporate) when completing and signing the order forms for particular services, then the designates payer shall be asked to submit a statement of accepting the liabilities of the ordering party, incurred through the submission of orders for these services, enclosed with the Application form – Agreement.
5. MTŁ shall have the right to issue invoices for participation in the fair for the Exhibitor and the Sub-Exhibitor via e-mail.
6. In the absence of payment of the charge for participation in the fair within the deadline specified in the DETAILED PROVISIONS FOR PARTICIPANTS, MTŁ shall be entitled to terminate the agreement without bearing any compensatory liability.
7. Claims made in the performance of the agreement shall not authorize the Participant to any delays in payment. Upon failure to make all due payments within predefined terms, MTŁ shall have the right to charge the Participant with statutory interest.
8. The organizer of MTŁ shall render to the Participants exhibition space as per the application.
9. In the case of a Participant who failed to settle their liabilities with MTŁ and who is undergoing liquidation procedure or a procedure aimed at securing claims upon their insolvency, MTŁ hereby reserves the right to terminate the lease agreement and the right to perform a lien of movable assets (exhibits displayed by the Participant), which shall constitute a collateral for liabilities with MTŁ. In this case, the Participant shall not be entitled to any compensation.
10. If participation agreement is not concluded with an Applicant due to shortage in capacity or due to stating an industry which is inconsistent with the thematic scope of the fair, the advance paid shall be returned by MTŁ to the bank account of the payer.

§ 6. FAIR SERVICES

1. LEASE OF EXHIBITION SPACE

- a) The order for exhibition space must be sent to MTŁ in the application form referred to in the Regulations. The order should specify the type and size of the space,
- b) Requests of the applicant ordering the space, regarding the location of the stand, shall be fulfilled by MTŁ, if possible.
- c) MTŁ will round the ordered space up to a full m². The exhibition space lease agreement shall be concluded in accordance with the provisions of the CONFIRMATION OF SPATIAL ARRANGEMENTS, taking into account possible orders of additional m² of exhibition space required for fulfilling the design for the construction of the stand. The size of the space, appraised and invoiced by MTŁ, shall include the value stated in the aforementioned confirmation and possible additional order of the exhibitor as well as several measurements of the space that is physically occupied by the Exhibitor, carried out by MTŁ.

2. FAIR CATALOGUE / GUIDE, ADVERTISEMENT

- a) For each fair, MTL shall publish a fair catalogue / guide presenting all data regarding the exhibitors as well as information regarding the offer presented by the exhibitors during the fair. Each Exhibitor shall have the right to place a basic entry in the fair catalogue / guide, containing the company name, full address not and the commercial offer in Polish and in English (the maximum number of signs is specified in the DETAILED PROVISIONS FOR PARTICIPANTS of given fair), and shall have the right to publish an advertisement in the fair catalogue/guide, in accordance with the principles and within the terms specified in applicable forms. The exhibitor shall have the right to publish the names of companies represented by them in the fair catalogue/guide.

- b) Failure to send the data for the obligatory entry to the fair catalogue/guide to MTŁ shall be construed as consenting to the publishing of address note provided by the Exhibitor in the application form only;
- c) Materials for the fair catalogue/guide should be sent to MTŁ in accordance with the conditions specified in applicable forms. MTŁ shall not be held liable for any damages which may result from errors or omissions occurring in the fair catalogue/guide upon default in fulfilling the above specified conditions,
- d) Each Fair participant whose entry is published in the list of exhibitors shall receive one copy of the fair catalogue/guide,
- e) The Exhibitor shall have the right to advertise their products or services on their own stand, as well as outside it, subject to reservations referred to in §6 pt. 2f, with particular emphasis on the TECHNICAL, FIRE SAFETY AND OHS REGULATIONS in force in the buildings housing events organized by Międzynarodowe Targi Łódzkie Spółka Targowa sp. z o.o. and provided that such interference does not distort the operation or presentation of other Fair participants,
- f) Advertisements placed outside the stand are non-gratuitous and must be approved by MTŁ. If not approved, the advertisements shall be removed at the sole cost and risk of the Exhibitor. MTŁ hereby reserves the right not to approve the display of exhibits which are recognized as dangerous, without the obligation to pay any compensation to the Exhibitor. Exhibits shall not be placed on communication routes, and equipment demonstrations shall not hinder or block safe communication of both participants and guests.

3. CONSTRUCTION AND EQUIPMENT OF THE STAND

- a) The stand assembly and disassembly periods are specified in the DETAILED PROVISIONS FOR PARTICIPANTS. MTŁ may render the space in fair buildings and in the open field outside these periods, pursuant to separate lease agreements. Individual requisition for prolonged stand assembly and disassembly periods must be submitted in writing 20 days before the official opening of the fair at the latest and shall involve additional fees.
- b) MTŁ shall provide stand construction and equipment services. The conditions for stand structure are set forth in the application forms. Exhibitors ordering these services to MTŁ must send an applicable form which shall constitute the basis for concluding and agreement for the construction of an exhibition stand.
- c) The Exhibitor shall be entitled to perform the construction and furnishing of the stand independently or order these tasks to a company performing stand development, with which MTŁ has an effective cooperation agreement (the list of companies is available at www.targi.lodz.pl) or to an external company. Stand construction must be completed as of the last day of assembly at the latest.
- d) Enclosed with the documents referred to in § 6 pt. 3f, the Exhibitor shall be obliged to submit a CONSTRUCTOR STATEMENT, in which they will specify the stand constructor. The CONSTRUCTOR STATEMENT form is included in an appendix to application forms.
- e) If the Exhibitor is performing stand construction independently or has commissioned an external company, they shall pay a fee for using the infrastructure of the fair building, as per the terms set forth in the DETAILED RESOLUTIONS.
- f) The Exhibitor shall be obliged to submit a design for the development of the space leased (in 2 projection, defining the height, depth and the width of the stand and the media connection sites) as well as a technical design for the electrical installation to MTŁ for approval, within the term set forth in the DETAILED PROVISIONS FOR PARTICIPANTS. Stand structure elements should be certified as fire retardant.
- g) The conditions for commencing stand construction are:
 - paying the exhibition space lease charge,
 - submitting the name and address of the stand constructor (completing the CONSTRUCTOR STATEMENT received from MTŁ)
 - paying the fee on stand construction and purchase of SERVICE passes,
 - approval of the stand construction design by MTŁ.
- h) Connection of the stand to the electrical, water-sewage, telecommunication installations shall be performed solely by an employee authorized by MTŁ,
- i) MTŁ shall provide additional services. Exhibitors shall send orders for the performance of additional services in applicable forms.

4. OTHER FAIR SERVICES

MTŁ shall provide the following services:

- lease of rooms and organization of conferences in fair buildings (e.g. press conferences, scientific conferences, seminars),
- lease of auxiliary personnel (employment and delegating: a translator, a hostess, a stand security worker to the Exhibitor's stand),
- stand cleaning for the duration of fairs.

§ 7. THE PRINCIPLES FOR ACCESSING AND EXITING FAIR GROUNDS

1. Access principles for Fair participants

Access to fair grounds for the duration of fairs shall be granted to Exhibitors and stand personnel via entry passes (EXHIBITOR passes) issued by MTŁ.

- a) The Exhibitor shall receive entry passes (EXHIBITOR passes) according to the following principles: 2 items per ordered stand space up to 10 m² and 1 item per each consecutive opened 10 m² of the space.
- b) Upon requisition for a larger amount of entry passes, the Exhibitor shall be able to purchase them in the Organizer's Office for the fair. MTŁ shall sell the entry passes in any amount, if possible, or as part of limits established for the fair. Ordered entry passes may be collected at the Organizer's Office of the fair, after presenting the payment receipt / confirmation of payment of final invoice and a written authorization to collect the passes on behalf of the Exhibitor.

2. Access principles for stand constructors

- a) Exhibitors constructing the stand independently as well as companies constructing the stands, with which MTŁ concluded cooperation agreements, shall purchase entry passes for the duration of assembly and disassembly for their

staffs (SERVICE pass). For the duration of the fair, the constructor of the stand shall receive 2 entry passes (EXHIBITOR pass),

- b) Companies constructing the stands, with which MTŁ concluded cooperation agreements, shall receive SERVICE passes for their staffs, valid for the duration of assembly and disassembly, as well as entry passes (EXHIBITOR passes) valid for the duration of the fair, in a number and principles specified in these agreements.
- c) SERVICE passes valid for the duration of assembly and disassembly are issued by MTŁ after submitting confirmation of payment of the handling fee, a personal list of assembly staff and a written authorization to collect these passes on behalf of the Exhibitor or the company constructing the stand referred to above.

3. Access principles for professionals

- a) For the duration of the fair, MTŁ shall establish days dedicated for professional, on which access of the general public is limited, thus facilitating access to those who are professionally related to the thematic scope of the fair. The days and the access principles for professionals are set forth in the DETAILED PROVISIONS FOR PARTICIPANTS, regarding the given fair,
- b) Exhibitors interested in sending invitations to their constructors may purchase them from MTŁ, sending a requisition in a dedicated form. No additional charge for the invitations is required when these constitute an element of the participation package offer addressed at the Exhibitors of specific fairs,
- c) Invitations printed out by Exhibitors do not authorize access to the fair grounds, unless approved by MTŁ.

4. Principles of entry and parking

- a) MTŁ hereby reserves the right to introduce limitations regarding access to fair grounds in the form of deposit entry passes. Deposit entry passes are handed out at entry gate. Upon exceeding the pre-established stay in the fair grounds, the deposit paid shall not be returned. An invoice shall be paid thereto.
- b) Parking cards authorizing access to fair grounds shall be effective for the duration of fairs. The Exhibitor will be able to purchase them in the organizer's office:
 - parking cards authorizing entry for the duration of fairs (written requisition must be sent to MTŁ in a dedicated application);
 - one-day parking cards authorizing entry on a selected fair day.

§ 8. CUSTOMS AND FORWARDING

1. The import (and export) of cargo by the Fair participants from countries outside the European Union shall stand for transporting cargo into (and out of) the European Community and shall incur liabilities stipulated by the customs law, unless international agreements state otherwise. A Fair participant from a country outside the European Community should learn effective European Union legislation (European Customs Code, Common Customs Tariff, regulations) and domestic regulations of the Republic of Poland (the Customs Law and secondary legislation).
2. Transport and forwarding of exhibits and other goods shall take place at the cost and risk of Fair participants.

§ 9. INSURANCE

1. MTŁ shall not be held liable for any damages or losses to the property of Fair participants, incurred by any third parties or at the default of the injured.
2. The Fair participant shall be obliged to notify MTŁ in writing and the nearest police station of the occurrence of damage, immediately after claiming its occurrence.
3. MTŁ shall not be held liable for damages to the property of Fair participants, caused by an instance of force majeure, fire, explosion, lightning, gale, flooding, a power supply blackout through no fault of MTŁ, etc.
4. The extraordinary safety measures applied in securing fair grounds shall not affect the waiver of liability of MTŁ for the reasons stated above.
5. The Exhibitor shall bear full liability for damages resulting from the operation of their devices and the work of their employees or companies cooperating with them in the preparation, duration and disassembly of the exhibition.
6. Fair participants should hold individual civil liability insurance policies and should insure their property located in fair grounds (exhibits, equipment and devices in the stand, stand structure and equipment elements, private property, business cars, etc.) both for the duration of the fair and for the assembly and disassembly of stands.

§ 10. GROUND SECURITY

1. Fair grounds shall be secured by MTŁ security services.
2. For the duration of the fair, fair buildings shall be opened, closed and sealed by a commission. The Exhibitor shall have the right to appoint a member of the commission opening and closing the halls.
3. The Exhibitor shall be obliged to render all rooms in their stands to the commission for the purpose of verifying fire safety measures applied.

§ 11. ORGANIZATION OF WOTK IN THE STAND

1. For the duration of the fair, the stand should have permanent service and supervision of the Exhibitor or their authorized representative. Stands should be available for the visitors in the opening hours of the fair. Temporary closing of the stand must be approved by MTŁ. For this period, the Exhibitor should secure their property at their own expense. In justified cases (e.g. due to the protection of a utility model against the competition) and at the consent of MTŁ, the Exhibitor may restrict access of the general public to a part of their stand and enable access for visitors holding special invitations only. However, the Exhibitor should still ensure stand service providing full information to the visitors.
2. Maximum noise level produced in the presentation of devices, by advertising engines, by playing films or performing music works, etc. shall not exceed 70 dB. Directing speaker columns towards communication routes and neighboring stands is prohibited.
3. The Fair participant is obliged to:
 - a) prior to the opening of the fair – to remove all empty packaging units or waste left after the assembly, arrangement and furnishing of the stand from the stand and the neighboring grounds,

- b) after the closing of the fair – to remove the exhibits, disassemble the stand and to restore the leased exhibition space to its primary condition, until the last day of stand disassembly at the latest; waste, packaging units and litter must be disposed of in special containers. Upon failure to fulfill the above specified ordering works, MTŁ shall commission them at the sole cost and risk of the Fair participant.

§ 12. STAND DISASSEMBLY

1. Liquidation of the exhibition and disassembly of the stand must take place only after the fair is officially closed, or otherwise a contractual penalty of PLN 500 shall be charged and an application to take part in the next fair organized by MTŁ shall be rejected. These activities may be commenced only after the fair is closed for the visitors.
2. Structural and stand equipment left on-site without notifying MTŁ, which are not removed by the Fair participant for the duration of disassembly shall be considered abandoned, and the costs of their removal shall be charged to the Exhibitor.
3. Documented destruction or damage to MTŁ property committed by the Exhibitor or companies building stands shall entail a need to restore the destroyed (damaged) elements to their primary condition at the cost of the fair participant. Assessment of damages or losses incurred to MTŁ shall be carried out by a commission appointed by MTŁ.

§ 13. ORDER REGULATIONS

1. The dates and hours of opening the fair, as well as the stand assembly and disassembly periods and the opening hours of fair buildings are set forth in the DETAILED PROVISIONS FOR PARTICIPANTS.
2. The Fair participant shall be obliged to adhere to order regulations issued by MTŁ.
3. For the duration of the fair, staying and leaving vehicles in fair grounds for longer than 1 hour following the scheduled fair visiting time shall be prohibited.
4. Photographing, filming and drawing figures of single stands or exhibits shall require prior consent of the Fair participant of interest. If the above listed activities can disturb the organization or course of the fair, they shall also require MTŁ approval.
5. Carrying in weapons, ammunition, and explosives as well as other objects which, used, can cause danger to other people staying in fair grounds, are strictly prohibited.
6. Bringing animals to the fair grounds is prohibited, unless the DETAILED PROVISIONS FOR PARTICIPANTS for a given fair and exhibition state otherwise.
7. In the case of public performance or playing of music and verbal-music works, the fair participation shall be obliged to obtain consent of organizations appointed to manage authors' rights and to pay applicable fees (royalty) to them. The fair participant should respect pertinent laws regarding copyrights and derivative rights effective in the European Union, as well as domestic legislation in force in the Republic of Poland.

§ 14. COMPLAINTS

1. All Fair participant complaints for MTŁ should be filed in writing.
2. Exhibitor complaints regarding the construction of stands by MTŁ, their location (presentation site) and the size of actually occupied area shall be considered by MTŁ, provided that they are submitted until the last day of the fair at the latest (before the disassembly of the stand).
3. Other complaints of the Exhibitors can be submitted within 14 days following the closing of the fair.
4. After these terms, complaints shall not be accepted.

§ 15. FINAL PROVISIONS

1. MTŁ hereby declares that in the occurrence of circumstances remaining beyond their control, they shall have the right to cancel, partially close, shorten or postpone the fair. In such cases, the Exhibitor shall not be entitled to compensation or reduction of fees for the lease of exhibition space.
2. All Fair participants shall observe effective European Union regulations and domestic legislation in force in the Republic of Poland.
3. Possible disputes, which are not resolved amicably, shall be settled by a court of law with material and local jurisdiction of MTŁ.
4. The Polish version of the Regulations shall apply in the settlement of disputes. The provisions of these Regulations shall be construed in accordance with the Polish law.

These regulations shall enter into force for the participants of fairs organized as of January 1, 2015