

TERMS AND CONDITIONS FOR ENERGETAB 2024 FAIR EXHIBITORS

1 General provisions

- 1.1 The provisions of the present Regulations shall apply to the participants in the **ENERGETAB 2024** Fair organised by ZIAD Bielsko-Biala SA with its registered office in Bielsko-Biala, al. Armii Krajowej 220, 43-316 Bielsko-Biala, KRS: 0000071046, NIP: 5471639980, hereinafter referred to as the "**Organiser**".
- 1.2 The **Regulations** are an integral part of the "Fair Participation Application-Agreement", hereinafter referred to as the "**Application-Agreement**".
- 1.3 Definitions:
- a) **Exhibitor** – a company that rents an autonomous, separated paid section of the exhibition space (booth);
 - b) **Multinational Exhibitor** – Exhibitor who manufactures and/or provides services in at least two countries;
 - c) **Co-exhibitor** – a company that has agreed to participate in the Fair at Exhibitor's booth, presents its own products and employs its own staff (page 2/12 of "Application-Agreement"). Each Exhibitor is fully responsible for registering their co-exhibitor as well as for their acts and omissions;
 - d) **Set-up Contractor** – a company authorised and registered by an Exhibitor to install and dismantle the booth for the Exhibitor. Each **Set-up Contractor**, upon having been registered by the Exhibitor, may be charged the booth installation fees specified in the "Application-Agreement".
- 1.4 Each Exhibitor/Co-Exhibitor shall provide the Organiser with the **Name** used by their company (abbreviated, customary, etc.) under which it will be listed in the trade Fair catalogue, the Trade Fair directory, on the website energetab.pl and on information boards.
- 1.5 The Fair opening hours:
- a) for Exhibitors: 8:00 am – 6:00 pm (Tuesday, Wednesday, Thursday);
 - b) for Visitors: 9:00 am – 5:00 pm (Tuesday, Wednesday),
9:00 am – 2:00 pm (Thursday).
- The Fair facilities may be entered upon obligatory registration. Persons staying in the facilities outside the aforementioned hours may be instructed by the Organiser's staff to leave the facilities.
- 1.6 In the event of recognition by the Polish Patent Office of "exhibition priority in regard of obtaining industrial property rights in the Republic of Poland for utility model or a right arising from registration of an industrial design", the Organizer may issue a relevant certificate in this regard. Payment for these is subject to separate arrangements with the Organiser.

2 Regulations regarding participation

- 2.1 Participation in the Trade Fair is subject to a completed and signed "Application-Agreement" form sent to the Organiser (by e-mail or post) by **15.05.2024**. Each applicant is obliged to pay the obligatory registration fee (page 1/12 of the "Application-Agreement").
- 2.2 "Application-Agreements" sent after **15.05.2024** will only be considered by the Organiser if there is free exhibition space available.
- 2.3 The **STANDARD registration fee of EUR 210,00** includes the remuneration due to the Organiser for: parking spaces (applies to passenger cars only): 1 – for booth up to 15m², 2 – for booth up to 50m², 3 – for booth over 50m²; placing information about the Exhibitor in the Trade Fair catalogue, badges for booth service (in electronic form – PDF), elements of trade Fair graphic design (e.g. vignette, logo, banner) and invitations in electronic form provided by the Organiser, placing information about the company in Trade Fair materials, and handling costs related to the participation in the Trade Fair.
- 2.4 The **PROMO registration fee of EUR 320,00** includes the elements listed in point 2.3 and additionally: printed invitations to the Fair (universal) – package of 20 pieces, advertisement on a digital board, placing the company's logo with a link to its website on the energetab.pl website, additional parking card, permission to distribute advertising materials in the Fair facilities (outside the Exhibitor's booth), possibility of product presentation / advertisement on the website of the ZIAD Bielsko-Biala SA Professional Development Centre.
- 2.5 The **CO-EXHIBITOR fee of EUR 98,00** (page 2/12 of the "Application-Agreement") includes the remuneration due to the Organiser for: 1 parking space (for passenger cars only); placing information about the Exhibitor in the Trade Fair catalogue, badges for booth service (in electronic form – PDF); placing information about the company in Trade Fair materials and handling costs related to the participation in the Trade Fair.

- 2.6 The details of the registration fees listed in sections 2.3 and 2.4 are described in "APPENDIX NUMBER 1 TO THE TERMS AND CONDITIONS FOR ENERGETAB 2024 FAIR EXHIBITORS".
- 2.7 Entities presenting offers that are in line with the thematic scope of the Fair, excluding catering services, may participate in the Fair. Companies whose offerings fall outside this range can participate depending on exhibition space availability.
- 2.8 In each case, "Application-Agreement" should be signed by the persons authorised to represent the Exhibitor and bear the name stamp or other legible identification of the signatory, and any changes thereto must be made in writing or sent by e-mail in order to be valid.
- 2.9 If the form is filled in incorrectly, the Organiser may request resubmission of the "Application-Agreement". Any consequences resulting from improper completion of the "Application-Agreement" shall be borne by the Exhibitor.
- 2.10 The Organiser shall consider each application taking into account Exhibitor proposals, date of receipt of the application and the location capacity. In addition, the Organiser will try to take into account former location of companies that have already participated in ENERGETAB on several occasions. The Organiser may refuse to accept any order in particular if the applicant is in delay with payment of any amount due to the Organiser, carries out activities competitive to the activities carried out by the Organiser, as well as for technical or organisational reasons, including the fact that Exhibitors have rented the entire available exhibition area - even before the closing date for accepting applications.
- 2.11 The conclusion of any Agreement for participation in the Fair shall take place upon sending to the Exhibitor, to the e-mail address indicated by the Exhibitor, of an "Order Confirmation" system message by the Organiser, containing information on the size and type of allocated space together with preliminary location and the amount of the obligatory advance payment. The location is considered preliminary until the registration fee (section 3.1) and the advance are paid (section 3.2 and 3.3).
- 2.12 Each Exhibitor shall only be entitled to make the booth or part of it available to an entity with Co-exhibitor status. In the event that any Exhibitor makes its booth available to an entity that does not have the status of Co-Exhibitor, the Organiser may require the Exhibitor to pay a **contractual penalty of EUR 1.460,00** for each case of infringement.
- 2.13 The Organiser shall inform the Exhibitor of the final location of the booth including its number) by **29.06.2024** at the latest, which it shall express in the document name "Confirmation of booth location".
- 2.14 If the Organiser does not accept the application for participation, the applicant shall only be entitled to a refund of the amounts paid, if any, and shall not be entitled to any other claims on this account.
- 2.15 In exceptional cases, due to changes in organisational or technical conditions, the Organiser reserves the right to change the allocated exhibition space. In such a case, the participant shall not be entitled to compensation from the Organiser.

3 Rules and time limits for payment for participation in the ENERGETAB 2024 Trade Fair

- 3.1 An absolute prerequisite for admission to the Trade Fair and the occupancy of the Trade Fair booth is the payment of the obligatory and non-refundable registration fee referred to in section 2.1, in the amount of **EUR 210,00 / 320,00**, within **7 days** of the invoice date. Failure to pay the registration fee within that time limit shall not result in automatic termination of the Fair participation agreement binding the parties, unless the Organiser notifies the Exhibitor that, due to non-payment of the registration fee, it is withdrawing from the Fair participation Agreement concluded with the Exhibitor.
- 3.2 Rules and time limits for payment for participation in the Fair for Exhibitors whose applications **have been accepted by 15.05.2024**:
- a) advance payment in the amount of **50% of the gross value of the rented exhibition area**, resulting from the "Application-Agreement", payable by the date specified in the proforma invoice issued by the Organiser;
 - b) remainder of the amount due (for exhibition space and other elements of the order resulting from the "Application-Agreement") payable by **12.08.2024**;
 - c) The Organiser may grant a discount:
 - in the amount of **10%** of the gross value of the rented exhibition space, when the total payment for the space is made by **29.04.2024** (subject to obligatory advance payment – section 3.2a, and payment of the registration fee – section 2.1), or

- in the amount of **5%** of the gross value of the rented exhibition space, when the total payment for the space is made between **30.04.2024** and **20.05.2024** (subject to obligatory advance payment – section 3.2a, and payment of the registration fee – section 2.1).
- 3.3 The discounts resulting from section 3.2c applies to all types of ordered space defined in section 1 of "Application-Agreement" add up and are granted if all other provisions of the Regulations are fulfilled.
- 3.4 Rules and deadlines for payment for participation in the Fair by Exhibitors whose applications **have been accepted after 15.05.2024**:
 - a) advance payment in the amount of **50% of the gross value of the rented exhibition area**, resulting from the "Application-Agreement", payable within **7 days** after receipt of the proforma invoice from the Organiser;
 - b) remainder of the amount due (for exhibition space and other elements of the order resulting from the "Application-Agreement") payable by **12.08.2024**.
- 3.5 All payments for participation in the Fair will be made on the basis of a proforma invoice issued by the Organiser. Upon receipt of the payment, the Organiser will issue and forward an advance invoice to the Exhibitor.
- 3.6 At the request of the Organiser, the Exhibitor must send a copy of the proof of payment. Receipt of the registration fee and advance payment constitutes a formal reservation of the pre-allocated location and booth size.
- 3.7 Failure to pay the amounts due under the "Application-Agreement" within the time limits specified in sections 3.1 and 3.2 or 3.3 shall not be deemed a resignation by the Exhibitor from the participation in the Fair and shall not release the Exhibitor from the obligation to pay these amounts, unless the Organiser notifies the Exhibitor that, due to the non-payment of these amounts, it withdraws from the Fair Participation Agreement concluded with the Exhibitor. Until the receipt of payment of the amounts due, the Organiser may refrain from performing its services to the Exhibitor under the Fair Participation Agreement, including refusal to allow the Exhibitor to occupy the Fair booth, without incurring any liability for non-performance or inadequate performance of the Agreement.
- 3.8 For booths that are not provided by the Organiser, Exhibitors shall pay **a fee for the use of the infrastructure** (section 2 "Application-Agreement"). The fee covers: use of utilities during booth installation and dismantling, cleaning of the available booth area during the Fair (vacuuming of carpets or washing of hard, smooth floor surfaces, collection of rubbish in bags provided by the Organiser).
- 3.9 The Exhibitor / Set-up Contractor who installs the booth is obliged to pay **a deposit**:
 - a) **of EUR 440,00 for a one-storey booth of up to 20m²,**
 - b) **of EUR 680,00 for a one-storey booth above 20m²,**
 - c) **of EUR 930,00 per a two-storey booth.**
 Account number for deposit payments: **70 1140 1049 0000 3306 3300 1014, SWIFT: BREXPLWBIB** is also provided on the website energetab.pl
- 3.10 The return of the deposit, after deduction of any damages, contractual penalties and fees referred to in these Regulations and in the "ENERGETAB 2024 FAIR TECHNICAL AND FIRE REGULATIONS", shall take place within 21 days after the end of the Fair. In the event that the Organiser's claim for damages, contractual penalty or fees exceeds the amount of the deposit, the Organiser shall charge the Exhibitor / Set-up Contractor up to the full amount of its claim.
- 3.11 Services and performances performed on behalf of any Exhibitor and not covered by the "Application-Agreement" will be covered by a final invoice or a separate invoice issued by the Organiser within 14 days after the end of the Fair. The scope and value of these orders are subject to separate arrangements with the Organiser.
- 3.12 Each Exhibitor shall bear the costs of bank commissions and fees (including foreign intermediary banks) on its own, without the right to deduct them from the amount of fees due to the Organiser resulting from the "Application-Agreement".
- 3.13 Payments made by any Exhibitor to the Organiser after the "Application-Agreement" has been signed shall first cover the Exhibitor's debts which on the day of the receipt of the transfer by the Organiser are most outstanding, irrespective of the title of the transfer indicated by the Exhibitor.

4 Cancellation of participation in the Fair

- 4.1 The registration fee mentioned in section 2.1 herein will not be refunded irrespective of the reason of such non-participation.
- 4.2 Failure to pay the registration fee and the advance referred to in section 3.2a or 3.4a gives the Organiser the right to withdraw from the agreement on participation in the Fair concluded with the Exhibitor, of which the Organiser shall inform the Exhibitor in writing or by e-mail at least 14 days

- before the commencement of the Fair. It is possible to reinstate the status of the Exhibitor, depending on location capacity, subject to payment of the registration fee and advance referred to in section 3.2a or 3.4a. Exhibitor's status may be reinstated by sending a "Confirmation of booth location".
- 4.3 Any Exhibitor may cancel its participation in the Fair Participation in the Fair may be cancelled only in writing or by e-mail and shall be effective as of the date of confirmation by the Organiser of the receipt of the Exhibitor's statement of cancellation of participation in the Fair and, as of that date, the Fair Participation Agreement between the parties shall be automatically terminated.
- 4.4 In the event that the Exhibitor cancels its participation in the Fair by **15.06.2024**, the Exhibitor shall not be obliged to pay any remuneration or compensation to the Organiser. The advance payment made by such Exhibitor, if any, is refundable within 14 days of the termination of the Fair participation agreement. This does not apply to the registration fee, which is non-refundable.
- 4.5 If any Exhibitor cancels its participation in the Fair between **16.06.2024 and 15.07.2024**. The Organiser may charge the Exhibitor with a contractual penalty in the amount equal to the advance payment due to the Organiser as set out in section 3.2a or 3.4a.
- 4.6 In the event that any Exhibitor cancels its participation in the Fair **after 15.07.2024**, as well as in the event that the Organiser withdraws from the Fair participation agreement concluded with the Exhibitor due to non-payment of the advance payment specified in section 3.2a or 3.4a, the Organiser may charge the Exhibitor with a contractual penalty in the amount equal to the full amount due for participation in the Fair on the basis of the "Application-Agreement".
- 4.7 Reclassification of the booth to a self-installed stand (resignation from a booth provided by the Organiser) is possible by **15.07.2024**. If the above change is made after this date, the Organiser may charge the Exhibitor with the costs associated with the booth installation ordered.
- 4.8 The Exhibitor's failure to occupy a Trade Fair booth or to participate in the Trade Fair shall be tantamount in its effects to cancellation of the participation in the Trade Fair and shall entail the obligation to pay the contractual penalty referred to in section 8.4.6.

5 Organization of exhibition, unloading, and loading of exhibits

5.1 General information

- 5.1.1 The minimum booth area in the hall and tent pavilions is 9m².
- 5.1.2 During the exhibition installation and dismantling, the facilities of the Fair shall be made available to Exhibitors / Set-up Contractor from 8:00 am to 8:00 pm. Where reasonably needed, the Organiser may agree to continue work at other times. Extended working hours during the exhibition preparation period are subject to payment of **an additional fee of EUR 200,00** per booth for each day outside the aforementioned hours, by the Exhibitor / Set-up Contractor.

5.2 Booths built by the Organiser

5.2.1 The Organiser offers booth set-up:

5.2.1.1 In tent pavilions:

- a) in the standard option (section 4 "Application-Agreement") including additional equipment (section 6 "Application-Agreement"),
- b) in the standard plus option (section 5 "Application-Agreement") including additional equipment (section 6 "Application-Agreement"),
- c) in the premium option (section 7 "Application-Agreement"),

5.2.1.2 In the exhibition hall:

- a) in the standard plus option (section 5 "Application-Agreement") including additional equipment (section 6 "Application-Agreement"),
- b) in the premium option (section 7 "Application-Agreement"),

5.2.1.3 In outdoor space:

- external pavilion (section 8 "Application-Agreement") including additional equipment (section 9 "Application-Agreement").

If the installation or furnishing plan deviates from the standard, it requires individual agreements between the Exhibitor and the Organiser.

- 5.2.2 The booth plan, additional furnishings and utilities (electricity, water and sewerage connections, internet network) and any booth plan modifications may be ordered by **15.07.2024**. After this date, the aforementioned orders will be fulfilled as per the Organizer's capabilities. In such case, the cost may be higher than stated in the price list.
- 5.2.3 Booths are made available for furnishing and preparing the exhibition **24 hours** before the start of the Fair. Where agreed, the Organiser may make the booth available at another time. The delivery of the booth takes place on the basis of a delivery report at the times stated in section 5.1.2.
- 5.2.4 The Organiser reserves the exclusive right to arrange the external areas of the booth walls.

- 5.2.5 After dismantling of the exhibits, each Exhibitor is obliged to tidy up their booth and return it with a return report to the Organiser on Thursday 19.09.2024 between 2:00 pm and 8:00 pm.
- 5.2.6 Should any Exhibitor leave the booth without formally returning it to the Organiser, a committee shall draw up an acceptance report, which shall provide the basis for financial settlement between the Organizer and the Exhibitor

5.3 Booths Set up by Exhibitors

- 5.3.1 Each booth plan or design must be sent to the Fair Office by **15.07.2024**. The above must take into account the requirements set out by the Organiser in section 2 of the "ENERGETAB 2024 FAIR TECHNICAL AND FIRE REGULATIONS", as well as the provisions of the Construction Law.
- 5.3.2 Each Exhibitor is obliged to label the booth with the number allocated by the Organiser.
- 5.3.3 Prior to commencement of installation, each Exhibitor shall agree with the Fair Office the organisational and technical conditions for installation of its booth. Each Set-up Contractor shall only be permitted to commence installation work after formal delivery of the exhibition area by the representative of the Fair Office. Each booth installation must be completed **by 9:00 am on 16.09.2024 at the latest**. In the event of a breach of this deadline, the Exhibitor / Set-up Contractor may be charged by the Organiser with a **contractual penalty of EUR 1.220,00** and/or the Organiser shall not allow such Exhibitor to occupy the booth during the Fair.
- 5.3.4 Booths must be installed on the dates specified in the booth installation and dismantling schedule available at the Fair Office and on the website energetab.pl.
- 5.3.5 Booths must be dismantled in accordance with the installation and dismantling schedule available on the website energetab.pl or at the Trade Fair Office.
- 5.3.6 After dismantling of the booth, the Exhibitor shall tidy up the exhibition area (and remove all walls, carpets, tape remnants, paint, staples, etc.). In the event of non-performance or improper performance of this obligation and leaving the exhibition area untidy, the Organiser may demand that the Exhibitor / Set-up Contractor pay a contractual penalty in the amount of the deposit paid, as referred to in section 3.9. Booth elements and furnishings left without the Organiser's written consent and not removed during the dismantling period shall be deemed abandoned.

5.4 Unloading and loading of exhibits

- 5.4.1 Until **10.09.2024**, unloading and loading of exhibits, auxiliary and other materials may only be carried out by entities previously notified to the Fair Office (**in writing**), while the use of own loading equipment other than a pallet truck (HDS truck, crane) by the Exhibitor / Set-up Contractor within the Fair facilities is possible only after prior arrangement of the unloading or loading date with the Fair Office. From **11.09.2024** until the end of the Fair, unloading and loading of exhibits, auxiliary materials and other exhibits may only be carried out by the Organiser's licensed forwarders.
- 5.4.2 Each Exhibitor is obliged to notify the Fair Office of its intention to exhibit heavy or bulky exhibits in order to make additional detailed arrangements no later than by **14.08.2024**. The Organiser reserves the right to refuse to display a heavy or bulky exhibit on the booth.
- 5.4.3 Transport and forwarding of exhibits and other goods shall be at such Exhibitor's expense and risk.
- 5.4.4 It is not permitted to dismantle the exhibition and remove exhibits before the official closing of the Fair. In the event of early liquidation or abandonment of the booth, the Exhibitor may be charged with a contractual penalty of **EUR 1.220,00** by the Organiser.
- 5.4.5 After the official end of the Fair, the Organiser does not provide supervision over the exhibits and equipment left at the booth. Exhibits should be dismantled within **24 hours** after the official end of the Fair. In each case, protection of property during this time is the responsibility of the Exhibitor, who is obliged to secure it at its own expense.
- 5.4.6 In the event that the exhibits are not dismantled and the booth is not taken down within the time limit specified in section 5.4.5, the Organiser shall have the right to move and store the exhibits left behind at the Exhibitor's expense and risk.

6 Catalogue, advertising, taking photographs, filming

- 6.1 Each Exhibitor/Co-Exhibitor is entitled to place their company information in the Trade Fair catalogue, free of charge.
- 6.2 Each Exhibitors and Co-exhibitor, in consultation with the Organiser, has the right to place their logo and commercial advertisement in the catalogue, against payment.

- 6.3 The Organiser is not responsible for the consequences of exceeding the deadlines for submission of materials, as set out on pages 2, 10 of the "Application-Agreement", or for errors or omissions in the catalogue that have arisen for reasons attributable to the Exhibitor or third parties.
- 6.4 Each Exhibitor has the right to advertise their exhibits only within their own booth. Any advertisement placed outside one's own booth (e.g. banners, A-boards, digital boards, rollups, balloons) is chargeable and requires the Organiser's consent. Lack of consent entitles the Organiser to remove such advertisement at the Exhibitor's expense.
- 6.5 Each Exhibitor has the right to take photographs and film their own booth, provided that these activities do not disrupt the organisation and course of the Fair.
- 6.6 The Organiser reserves the right to take photographs and film the booths, as well as individual exhibits (in whole or in part), and to use these materials for purposes related to the promotion of the Fair without any obligation towards Exhibitors and third parties.
- 6.7 Photographing and filming of the Trade Fair facilities, booths and exhibits by third parties requires the Organiser's permission.

7 Fair competition

- 7.1 Each Exhibitor has the right to propose their product presented at the Fair into the Fair competition (section 13.7 "Application-Agreement").
- 7.2 The rules of participation are set out in the "REGULATIONS OF THE COMPETITION FOR A PARTICULARLY DISTINGUISHED PRODUCT PRESENTED AT ENERGETAB 2024". These regulations are available at the Fair Office and on the website energetab.pl.
- 7.3 Participation in the competition is possible upon payment.

8 Order regulations

- 8.1 Each Exhibitor / Set-up Contractor is obliged to comply with the "ENERGETAB 2024 FAIR TECHNICAL AND FIRE REGULATIONS" and to carry out instructions related to the order regulations issued by the Organiser or its representatives. In the event of an emergency requiring evacuation, instructions issued by the Organiser's representative in charge of evacuation must be obeyed, in accordance with the evacuation plan which is available from the Organiser.
- 8.2 Each Exhibitor / Set-up Contractor shall be fully liable for damages resulting from operation of their equipment and caused by the acts and omissions of third parties employed by them during installation, use and dismantling of the booth.
- 8.3 The Organiser reserves the right to impose restrictions on entry to the Fair facilities on booth installation and dismantling days, by means of deposit entry cards. Deposits shall not be refunded if the agreed time of stay is exceeded.
- 8.4 The Organiser reserves the right to refuse permission for installation or use of exhibits that it considers dangerous or disruptive.
- 8.5 The maximum noise level at any booth, caused by presentation of equipment or advertising materials, must not exceed 70 dB. At the request of the Organiser, any of the Fair participants shall reduce the noise level to the required level. Failure to do so may result in the Organiser switching off the power supply to the booth.
- 8.6 The Organiser undertakes to designate areas for litter and waste.
- 8.7 Each exhibitor is obliged to remove the packaging of their exhibits from the booth and the exhibition area on an ongoing basis, at the latest one hour before the start of the Fair.
- 8.8 Cleaning of booths, repair of damage or alteration of booth decoration should take place before the Fair opens or after it closes to visitors.
- 8.9 Each Exhibitor is obliged to appoint a person responsible for the booth during the Fair.
- 8.10 Exhibitor booth attendants during the Fair shall be obliged to wear identification badges with data enabling unambiguous identification of the represented Exhibitor.
- 8.11 During the Fair opening hours, each booth should be open to visitors. Temporary closure of any booth requires the consent of the Organiser.
- 8.12 Traffic regulations for residential zones shall apply within the facilities of the Fair. There is a 20 km/h speed limit for vehicle traffic.
- 8.13 It is forbidden to bring in weapons, ammunition and explosives to the facilities of the Fair, or objects whose use may pose any threat to the safety of individuals.
- 8.14 The Organiser shall enjoy owner's privileges on the entire trade Fair area during the Trade Fair and during the booth installation and dismantling periods. As such, the Organiser is authorised to give instructions that are binding on all those in the area. If the Exhibitor's staff fail to comply with these instructions, as well as if there is a justified suspicion that they are under the influence of alcohol or intoxicants, the Organiser's services may

- order the Exhibitor or the Exhibitor's staff to leave the facilities immediately, but in such a case the Exhibitor shall not be entitled to any claim from the Organiser for a refund or reduction of the fees for the Exhibitor's participation in the Fair.
- 8.15 In the case of public performance or broadcasting of a musical work, the Exhibitor is obliged to obtain its own consent from the organisations established for collective management of authors' rights and to pay remuneration to them. Each Exhibitor should respect the laws on copyright and any related rights.
- 8.16 The Organiser shall not be liable for any infringement of the rights of Exhibitors and other Fair participants resulting from their legal protection of an invention, design, etc.

9 Trade Fair insurance and protection

- 9.1 The Organiser shall provide supervision of the Trade Fair facilities outside the Trade Fair opening hours **from 08:00 pm on 16.09.2024 until 08:00 pm on 19.09.2024**.
- 9.2 The Organiser is not liable for accidents to persons, damage to exhibits in the facilities before, after and/or during the Fair, as well as for any damage caused by staff, the public and/or third parties.
- 9.3 The Organiser is not liable for damage caused by theft, fire, flooding, lightning, strong wind, explosion, interruption of water, electricity and/or gas supply and/or by other such causes, including any force majeure.
- 9.4 Each Exhibitor is obliged to use their booth and supervise the equipment during the opening hours of the Fair for Exhibitors (in accordance section 1.5a).
- 9.5 Exhibitors are advised to take out individual third-party liability insurance in connection with their participation in the Fair, as well as property insurance for exhibits and other booth elements.
- 9.6 Individual booth protection can only be purchased in consultation with the Organiser.

10 Complaints and claims

- 10.1 All complaints and claims should be submitted before the end of the Fair (before dismantling of the booth) so that their validity can be checked. All other Exhibitor complaints arising from participation in the Fair must be submitted within 7 days of the end of the Fair. After this deadline, complaints will not be accepted and the Organiser's liability will cease.
- 10.2 All arrangements regarding complaints and claims must be made in writing or sent by e-mail in order to be valid.
- 10.3 Lack of attendance and failure to achieve the benefits expected by any Exhibitor in connection with the promotion of the goods and services offered at the Fair shall not be subject to complaint.

11 Final provisions

- 11.1 Each Exhibitor and every other participant of the Fair shall comply with generally applicable laws, safety rules and other regulations mentioned in these Regulations.
- 11.2 The following are an integral part of these Regulations: "ENERGETAB 2024 FAIR TECHNICAL AND FIRE REGULATIONS", "INFORMATION CLAUSE ON PERSONAL DATA PROCESSING IN RELATION TO THE ORGANIZATION OF THE ENERGETAB FAIR" and "APPENDIX NUMBER 1 TO THE TERMS AND CONDITIONS FOR ENERGETAB 2024 FAIR EXHIBITORS".
- 11.3 In the event of the occurrence of circumstances beyond the Organiser's control, in particular those caused by "force majeure", which is deemed to be any event that is external, impossible to foresee and which could not have been prevented, such as, for example, natural disasters (fire, flood, hurricane, etc.) and decisions and orders issued by national and local authorities (e.g., declaration of martial law, a state of emergency, or natural disasters) the Organiser shall be released from any liability for non-performance or improper performance of the obligations covered by the "Application-Agreement" and arising, in particular, from cancellation, shortening, postponement, change of organisation or partial closure of the Fair.
- 11.4 If individual provisions of the Regulations are ineffective, the provisions of Polish law shall remain in force.
- 11.5 Payment of the contractual penalty provided for herein does not exclude or limit the Organiser's right to claim compensation exceeding the amount of the contractual penalty provided under the general rules of the Civil Code.

- 11.6 Any disputes arising in connection with participation and organisation of the Fair will be settled by courts competent for the Organiser's registered office.
- 11.7 In matters not covered by these Regulations, the provisions of Polish law shall apply. In the event of any discrepancy between the Regulations in Polish and in any foreign language, the version in the Polish language shall prevail.
- 11.8 The Regulations are effective as of **01.02.2024**

ZIAD BIELSKO-BIALA SA