

PROFIAUTO SHOW 2017 RULES AND REGULATIONS

IN FORCE FROM 23 JUNE 201 TO 24 JUNE 2018

§ 1. General information

1. Fair venue: International Conference Centre in Katowice and adjacent parking areas, address: Al. W. Korfantego 35, 40-951 Katowice
2. Fair Organiser: Moto – Profil sp. z o.o., address: Niedźwiedziniec 10, 41-506 Chorzów, Tax ID No. (NIP): 954-20-22-592

§ 2. Definitions

1. **Exhibitor:** an entrepreneur or an individual who has reserved exhibition area at the fair in accordance with the principles laid down in § 3 of the Rules and Regulations.
2. **Undeveloped exhibition area:** exhibition area in the exhibition pavilion without any technical utilities, equipment and service personnel. This type of area shall be developed by the Exhibitor using their own resources, having previously made appropriate arrangements with the Organiser.
3. **Developed exhibition area:** exhibition area in the exhibition pavilion the price of which shall additionally include development of a stall conforming with the chosen service package, as described in the Application Form.
4. **Outdoor exhibition area:** unroofed exhibition area outside the exhibition pavilion without any technical utilities, equipment and service personnel.
5. **The smallest reserved exhibition area, i.e. a stall, shall be: 9 m².**

§ 3. Fair participation requirements

1. A prerequisite of participation in the fair is making a reservation of exhibition area at the fair by submitting an Application Form to the Organiser or signing an agreement and punctually effecting the payment of the remuneration agreed. In order to reserve the exhibition area at the fair, in the Application Form, the Exhibitor shall indicate their choice from among the available exhibition packages: Diamond, Gold and Silver, which differ in terms of the size of the exhibition area to be rendered available to the Exhibitor, the range of additional services provided as well as the remuneration amount.
2. An Application Form shall only be deemed valid when filled in and signed by the Exhibitor.
3. The agreement with the Exhibitor shall be concluded on submitting the Application Form signed by the Exhibitor to the Organiser.
4. The Organiser reserves the right to refuse acceptance of the application without stating a reason for doing so, this to be reported to the Exhibitor in writing immediately after receiving the Application Form, yet not later than 30 working days prior to the fair commencement.

§ 4. Application processing

1. The Organiser shall effect the reservation of the exhibition area at the fair and shall furnish additional equipment in accordance with the Application Form or the agreement concluded with the Exhibitor.
2. The stall location shall depend on the following factors:
 - a) date of making the exhibition area reservation,
 - b) paying the remuneration agreed,
 - c) organisational and technical conditions.
3. The Exhibitor shall be entitled to resign from participation in the fair without being charged with any costs not later than 60 days prior to the first day of the fair.
4. In the event of the Exhibitor's resignation from participation in the fair later than 60 days prior to the first day of the fair, the Exhibitor shall pay in favour of the Organiser a conventional penalty corresponding to 35% of the remuneration due for the package ordered.
 - 4a. The Exhibitor's resignation from participation in the fair, as referred to in items 3 and 4 above, shall be effected in writing on pain of nullity.

5. The Exhibitor shall be obliged to pay a full amount of the remuneration stipulated in the Application Form/Agreement irrespective of the manner in which the exhibition area rendered available to former by the Organiser and the additional equipment ordered have or have not been used.
6. Should the fair be cancelled, the Organiser shall notify the Exhibitor about this fact not later than 7 days prior to the fair and shall reimburse the Exhibitor for the fraction of the remuneration amount already paid.
7. Should the fair not take place due to reasons independent of the Organiser (and particularly in cases of force majeure, e.g. natural disasters or terrorist activity), the Agreement shall be terminated without any mutual claims being lodged.
8. The Exhibitor's failure to pay the remuneration stipulated in the Application Form or the agreement may cause that the Exhibitor's exhibition is removed or taken over by the Organiser by the time the Exhibitor covers all costs related to participation in the fair.
9. The Exhibitor shall not be entitled to sublet or render available for use the entire exhibition area or any part thereof without the Organiser's prior written consent. Should the foregoing prohibition be breached, the Organiser shall charge the Exhibitor with a conventional penalty in the net amount of PLN 5,000.

§ 5. Use of the exhibition area

1. The exhibition area shall be developed and arranged by Exhibitors as scheduled by the Organiser.
2. The Exhibitor shall be notified by e-mail about dates when the exhibition area may be developed and arranged not later than 30 days prior to the fair commencement.
3. Setting a date for the exhibition area development and arrangement in a manner other than defined in item 2 above shall only be possible upon an individual arrangement with the Fair Organiser.
4. Introducing brands of companies not taking part in the fair shall be prohibited to the Exhibitor on pain of a conventional penalty in the net amount of PLN 5,000.00.
5. The Exhibitor hereby undertakes to pay indemnities for any damage due to reasons attributable to the latter or to entities the latter has commissioned to conduct any activities related to the agreement performance, and particularly any damage to the building, doors and windows, furniture, stall equipment, systems, floors, linings and parquet.
6. The exhibition shall be removed on the day of the fair ending or on the first day following its ending.
7. Any prolongation of the time available for the stall to be removed or altered shall be agreed by the Exhibitor with the Organiser.

§ 6. Technical information

1. Developed area

- a. The Exhibitor is obligated to receive the stands completed according to the approved project on 22th of June 2018 from 10 am.
- b. The Exhibitor is obligated to report any and all objections regarding stands during the reception of the stand.
- c. There will be a possibility of paid retrofitting the stand during assembly provided that if there are any technical possibilities of the Organizer.
- d. Mounting exhibition items to stall walls shall only be permissible using a method approved by the Organiser.
- e. The Exhibitor shall cover the costs of any devastation, damage or loss of partition walls, frames or additional equipment immediately after they should occur.
- f. 230 V electric power shall be supplied to the developed exhibition area. In the event of higher demand, the Exhibitor shall be obliged to place an additional order for electric power supply.

2. Undeveloped area

- a. The Exhibitor shall be obliged to submit a stall design and specify its dimensions 60 days before the Fair is scheduled. Past that deadline, any alteration to the stall design

in terms of its dimensions must be agreed with the Organiser.

b. 230 V electric power shall be supplied to the undeveloped exhibition area. In the event of higher demand, the Exhibitor shall be obliged to place an additional order for electric power supply.

c. The Exhibitor shall be responsible for suitable electric power distribution at the stall.

d. The Organiser shall not bear responsibility for any damage caused by inappropriate connection of the electrical system.

3. Supplementary arrangements

a. The Exhibitor hereby undertakes to remove any and all materials, equipment, furnishings, advertising materials, waste etc. on the last day of the stall dismantling at the latest. Should the Exhibitor leave the aforementioned items behind, the Organiser shall be entitled to remove them using their own resources and charge the former with a conventional penalty in the net amount of PLN 2,000.

b. The Exhibitor shall not raise any reservations as regards the quality of and the manner in which stalls are being developed by other Exhibitors.

c. In the event of the Exhibitor's increased electricity uptake compared to what has been declared in the application, the Organiser shall be entitled to switch the power supply off for safety reasons.

§ 7. Safety, security means and fire protection regulations

1. The Exhibitor shall be obliged to follow all security and fire protection instructions as well as any other instructions relevant to the compliance and safety of the fair received from the Organiser's personnel.

2. The Organiser shall only secure the fair premises, and not individual stalls, at the following times:

a) on the day preceding the fair commencement, from 5 p.m. until 10 a.m. on the next day, i.e. the first fair day;

b) on the first fair day, from 5 p.m. until 10 a.m. on the next day, and on the second fair day, from 4 p.m. until 10 a.m. on the next day.

Within these time limits, Exhibitors shall not be allowed to remain on the fair premises.

3. Individual surveillance of stalls shall be available upon an additional charge once it has been agreed with the Organiser.

4. Upon an additional charge and subject to the available capacity, the Organiser shall provide for storage of exhibition items in their own stores.

5. The Organiser shall not be held responsible for any accidents, damage to and loss of the Exhibitor's property and exhibition items kept in the fair pavilions, at stalls and in open spaces, caused by the public, the fair personnel or another Exhibitor.

5a. The Organiser shall not be held responsible for any damage to the Exhibitors' property caused by circumstances of force majeure.

5b. During installation and dismantling of the exhibition area as well as in the course of the fair, the Exhibitor shall be obliged to secure the exhibition items, equipment and devices against any potential damage or loss at their own expense and risk.

6. The Exhibitor shall be obliged to observe the fire protection regulations applicable on the fair premises, and particularly:

- the prohibition to perform any works connected with the electrical system owned by the Organiser outside an undeveloped stall;

- the smoking ban applicable at stalls and outside dedicated points.

7. The Exhibitor shall be obliged to immediately notify the Organiser about any discovered nonconformities which may compromise safety of people and property.

8. Pathways between exhibition areas (stalls) must remain unobstructed throughout the entire fair as well as during the installation and dismantling.

9. The Exhibitor shall conduct promotional and commercial activity at their respective stall in

a manner not interfering with the activity undertaken by other Exhibitors.

10. The Exhibitor hereby undertakes not to block access roads leading to fair premises as well as internal routes, entrances and exits with their vehicles.

§ 8. Opening the fair to the public

1. The fair premises shall be open to the public on the fair days:

- a. Exhibition halls
on 23 June – from 10 a.m. to 6 p.m.
on 24 June – from 10 a.m. to 4 p.m.
- b. Outdoors areas
- c. on 23 June – from 10 a.m. to 12 p.m.
- d. on 24 June – from 10 a.m. to 4 p.m.

2. The Exhibitor's presence at the fair stall within the hours stated in item 1 a. above shall be obligatory.

§ 9. Identification badges, invitations, entrances cards

1. The Exhibitor shall be provided with identification badges with determined according to the selected exhibitor package of pieces. Any number of identification badges exceeding the said must be agreed with the Organiser.

2. The fair premises may only be entered by cars with appropriate entry passes or those entered into lists held by security guards.

3. Additional identification badges and invitations shall be sold by the Fair Office.

§ 10. Promotional publications, press, distribution

1. The Organiser shall include information about the Exhibitor in the catalogue of companies provided that the latter's participation in the fair was declared at least 14 days prior to the fair commencement date.

2. Distribution of promotional publications and leaflets concerning companies and individuals not participating in the fair shall be prohibited.

3. The Exhibitor shall distribute promotional publications and leaflets using the own resources.

§ 11. Final provisions

All matters related to the fair organisation and processing of orders not covered by the Application Form, the agreement or the Rules and Regulations must be arranged directly with the Organiser.