

1. General statements

1.1. These Regulations constitute an integral part of the agreement.

2. Conditions of participation in Trade Fair

2.1. The Exhibitor can be any individual or a legal person, presenting an offer that is compliant with the thematic scope of the Trade Fair and is approved by Targi w Krakowie Sp. z o.o. (hereafter referred to as TwK).

2.2. A participation agreement between the Exhibitor and TwK is considered to be concluded after the Exhibitor has paid the registration fee, completed application form on the Exhibitor's Panel and after TwK has confirmed the participant's application by mail, fax, or email. The above-mentioned application is confirmed within 15 days from delivery of the application signed and stamped by the Exhibitor. Depending on their form of incorporation, the Exhibitor must submit a valid extract from the National Court Register or relevant document issued from the entrepreneurs' register. The same procedure applies to concluding agreements for other services provided by TwK.

2.3. The Exhibitor's right to participate in the Trade Fair can be withdrawn if:

- a) the participation fee is not paid by the deadline stipulated in the application form;
- b) these regulations are not respected.

In the above-mentioned cases and if TwK wishes to pursue the above-mentioned right, it will issue an agreement termination statement for the Exhibitor without notice and it will have the right to demand payment of any participation fees or damages by the Exhibitor.

2.4. TwK may refuse to confirm an application without providing any reasons. In such cases, TwK will notify the Applicant about its refusal in writing and within 15 days of the application's receipt.

2.5. Should TwK refuse to accept the application, the Applicant is eligible for the refund of all effected payments. However, the Applicant is not eligible for any claims due to the refusal.

2.6. In the event that the Exhibitor does not effect all payments due for the Trade Fair organization to TwK before the event is finished, TwK reserves the right to keep the Exhibitor's exhibits and other movables which are located at the Exhibitor's stand and to establish a lien on them until the Exhibitor effects all outstanding payments. The Exhibitor shall renounce any claims arising in connection with the above-mentioned proceedings taken by TwK.

2.7. The Exhibitor agrees that the TwK may use the Exhibitor's logo as per the specimen attached to the application in any information, promotional and advertising materials related to the event titled International Book Fair in Krakow.

3. Deadlines and terms of payment

3.1. The fees for participation in a particular Trade Fair are defined by TwK. The fees include a non-returnable registration fee and a fee for the orders made in the Exhibitor's Panel referred to in para. 2.2. of the Exhibitor's Regulations and pertaining to the period of preparation, duration and winding-up of the event.

3.2. The net price is a guaranteed price, but the gross price is set forth by adding VAT at the effective rate.

3.3. Upon execution of the contract pursuant to para. 2.2. of the Exhibitor's Regulations, the Exhibitor must pay the fees at the full rate. There is also an option of payment in instalments following the principles below:

- 45% of the gross amount as set forth in the order in the

Exhibitor's Panel, page 1st and 2nd paid as an advance payment upon the TwK's confirmation in writing that the application has been approved;

- the remainder of the total gross payment payable prior to taking possession of the exhibition stand by the date of 16.10.2020.

3.4. Occupation of a stand is conditional upon providing proofs of all payments or settling them immediately at TwK's cashier's office.

3.5. All costs of bank wire transfers and foreign exchange differences shall be incurred by the Exhibitor.

3.6. TwK issues invoices exclusive of value added tax (VAT) for services related to the organisation of Trade Fairs to international counterparties provided the company having its registered office or permanent place of business in Poland is not the client for such services. Provision of the EU VAT ID in the Exhibitor's Panel for Trade Fair services is a precondition for issuing an invoice exclusive of value added tax (VAT) for international counterparties, and in the event of a counterparty from outside of the EU, submission of a document confirming performance of business operations in a given country to TwK.

3.7. All downpayments that arrive in TwK's account on the last working day of the month will be invoiced at the earliest on the first working day of the following month.

3.8. If the invoice confirming that the downpayment has been made coincides with the full amount due to TwK it will issue the final settlement invoice after the service has been provided, individually at the exhibitor's request, provided that the request is received by TwK by the time which enables the company to issue the invoice in the legally stipulated timeframe (up to the 15th day of the month following the day of the service provision).

4. Withdrawal and resignation from participation in Trade Fair

4.1. In the event that the Exhibitor submits to TwK a notice of resignation from participation in the Trade Fair 60 days or more prior to the Trade Fair commencement date, any and all amounts paid by the Exhibitor save for the registration fee will be reimbursed. Financial settlements with the Exhibitor related to resignation from participation in the Trade Fair will be completed within 30 days after the Trade Fair completion date.

4.2. In the event that the Exhibitor submits to TwK notice of resignation from participation in the Trade Fair less than 60 days prior to the Trade Fair commencement date or the Exhibitor's failure to take possession of the stand, the Exhibitor shall be obliged to pay the full amount arising from the submitted orders and any documented costs incurred by TwK in relation to its registration followed by its resignation from participation in Trade Fair or failure to take possession of the fair stand.

4.3. The Exhibitor must submit written notice of resignation from participation in the Trade Fair in order to be effective and send it to TwK by registered mail or in person at TwK's registered office and the qualification of the resignation as arising from item 4.1. or 4.2. of the Terms and Conditions shall be decided by the postage stamp date or the date of confirmation of submission of the notice to TwK's registered office.

5. Design and furnishings of the exhibition area, stand

5.1. In the event that the Exhibitor orders a furnished area, TwK provides construction of a stand in a standard

octagonal system with equipment described in the Exhibitor's Panel for a Int. Book Fair in Krakow.

5.2. Any changes to the stand equipment and the ordered utilities as reported by the Exhibitor after 28.08.2020 will be implemented, if feasible, and at an extra charge. The Exhibitor waives any potential claims on TwK if TwK is incapable of implementing the changes reported after 28.08.2020.

5.3. The Exhibitor who orders an undeveloped space and commissions construction of the stand by a company other than the one indicated by TwK must read the general rules for stand companies, provide the name of the company to perform such development and submit the stand design and a simplified electric system diagram of the stand for TwK's approval until 28.08.2020. In the case the design referred to above is not accepted, TwK may refuse access to the company that is to perform such building works to the premises of the Trade Fair, and the Exhibitor waives any potential claims against TwK for such refusal.

5.3.1. The stand company is obliged to hold economic copyrights or licences for the designs of individual stands constructed during exhibition events organised by Targi w Krakowie Sp. z o.o. Targi w Krakowie are not liable for any breach of third-party intellectual property rights by stand companies. 5.3.2. The company submitting a complete design to Targi w Krakowie Sp. z o.o. to construct an individual stand, represents that it holds economic copyrights or licences for the submitted design and that the design does not breach third-party intellectual property rights.

5.3.3. In the case described in para. 5.3, the Exhibitor is obliged to prepare an exhibition stand within official assembly days provided for the International Book Fair in Krakow. It is possible to start works related to preparation of the exhibition stand earlier than on the official assembly days for the International Book Fair in Krakow upon prior consultation with TwK and payment of an additional fee of PLN 750 + VAT for each additional day.

5.3.4. Upon completion of any and all assembly and disassembly work related to the stand, the Exhibitor must remove all leftover building materials (cardboard boxes, foils, wooden planks, etc.). In the event that the Exhibitor leaves the area in a state of disarray, TwK shall commission housekeeping works at the expense of the Exhibitor.

5.3.5. The Exhibitor shall be held responsible for any acts and omissions performed by it or any third parties it uses in relation to its participation in the Trade Fair, including compliance with these Terms and Conditions, regulations for the use of the EXPO Krakow car park and EXPO Krakow regulations, fire and OHS regulations applicable to the premises of the Trade Fair and for any loss inflicted on TwK or any third parties. If a breach of the above-mentioned provisions is detected, TwK has the right to demand that the breach should be discontinued, and if it is not discontinued, TwK shall have the right to terminate the agreement with the Exhibitor without any notice.

5.3.6. An Exhibitor who orders the space which is not built-in must pay an infrastructural fee which is 15 PLN/m² + value added tax of the ordered space.

5.4. TwK reserves the right to change the location assigned as a result of furnishing design during Int. Book Fair in Krakow.

5.5. It is forbidden to display exhibits and advertising materials on the walls of the stand by means of a display technology that causes or may cause permanent damage to the stand walls. In the event any damage is found, the TwK will charge the Exhibitor with additional costs related

to the repair of any such damage. The Exhibitor bears material responsibility for damages to the furnishings and equipment. In the event that such damage is detected TwK shall charge the additional costs to the Exhibitor.

5.6. TwK reserves the exclusive right to adapt the outer walls of the stand.

5.7. Electrical, water, sewage, compressed air and internet connections may be made only by the persons authorized by TwK and following a prior order according to the Exhibitor's Panel referred to in para. 2.2. of the Exhibitor's Regulations.

5.8. Any electrical, water, compressed air installations can be turned on after the technical acceptance and approval for use by the person authorized by TwK.

5.9. Any ordered utilities are available at the stand when the Trade Fair hall is open for Exhibitors. Any necessity for the provision of 24-hour access to the ordered utilities should be reported on the respective TwK forms referred to in para. 2.2. of the Exhibitor's Regulations.

5.10. Any defects in the supply of utilities must be notified immediately to the Trade Fair reception desk. TwK shall not be responsible for any damage caused by any irregularities on the Exhibitor's side. In case of not reporting a defect immediately, TwK has the right to charge the Exhibitor with the costs of its elimination and the costs of the repair of the resulting damage.

6. Co-Exhibitors

6.1. Co-exhibitors are companies that do not rent an individual area, but are present at and display their products at the Exhibitor's stand.

6.2. The Exhibitor must notify TwK about any Co-exhibitors and must receive the approval of the Trade Fair Project Manager for their participation.

6.3. The Co-exhibitor must observe the Trade Fair regulations. The Exhibitor is responsible for the Co-exhibitor's actions as if they were their own.

6.4. A Co-Exhibitor has the rights of the Exhibitor provided that the obligatory and non-refundable registration fee is paid.

6.5. The Exhibitor is not entitled to further sub-renting of the stand or transferring it in any form to other entities.

7. Exhibits

7.1. The Exhibitor shall label their exhibits.

7.2. Exhibits must not be placed in traffic aisles and equipment demonstrations should not obstruct or prevent the free and safe traffic of visitors and participants or disturb them. Suspending any exhibits or any other stand equipment from the hall roof structure is prohibited.

7.3. The Organizer reserves the right to refuse permission for the display of exhibits they consider dangerous or inconvenience-causing as well as those which were not specified on the exhibits list and required to fulfil certain requirements without bearing any responsibility for it.

7.4. Displaying exhibits that require special safety precautions or technical conditions can only be made upon receipt of the Trade Fair Project Manager's written consent.

7.5. If exhibits require the provision of specific conditions the Exhibitor must receive written consent concerning the provision of such conditions.

7.6. The exhibits should meet the safety standards and fire regulations and should be labelled pursuant to the requirements of the State Labour Inspection, etc.

7.7. The Exhibitor shall be exclusively responsible for the exhibits, in particular for any damage they may cause,

as well as for assuring that they are properly secured, (including when left in the Trade Fair facilities after the visiting hours), and that they comply with any and all legal regulations, standards as well as have all required certificates and attestations.

7.8. Exhibitors participating in the Trade Fair are obliged to own copyrights, licences and other rights to exhibits located at the stand and used by the Exhibitor in relation to their participation in the Trade Fair. TwK is not liable for any violation of any intellectual property rights (including in particular industrial model, utility model, trademark) or any copyrights of third parties by Exhibitors.

8. Transport

8.1. Import/export of goods by the Trade Fair participants from non-EU member states mean that the goods are taken in/out of the customs area of the European Community and therefore certain duties described in the provisions of the customs law arise, unless international agreements provide otherwise. The Exhibitor from a non-EU member state should learn the current provisions of the Community Law [Community Customs Code, Common Customs Tariff (CCT)] as well as the internal laws of the Republic of Poland (the Customs Law Act and secondary legislation).

8.2. If, with the TwK's consent, TwK is indicated as receiver of exhibits to be exhibited, the Exhibitor shall waive any claims to TwK for the failure to ship, damage, improper transportation or storage.

8.3. The Exhibitor must perform all requisite customs clearances permitting exhibits to be displayed at the Trade Fair at their own cost and responsibility.

8.4. The Exhibitor must report any request for the use of cranes, forklifts, etc. to the Trade Fair's Curator up to 60 days prior to the Trade Fair. Bulky or heavy exhibits, which need to be installed prior to the construction of the stand, are subject to notification to the Trade Fair's Curator before the stand is allocated. TwK reserves the right to change the stand location due to technical parameters of exhibits.

8.5. Storage of packaging, deposit of exhibits and other auxiliary materials must be agreed individually with the TwK freight forwarder or directly with the TwK company.

8.6. The official TwK freight forwarder is TRANSMEBLE INTERNATIONAL sp. z o.o., an Enterprise of International Trade Fair Forwarding.

9. Catalogue, advertising, accompanying events

9.1. Every Exhibitor must make an entry in the event catalogue.

9.2. TwK is not liable for any editorial errors or omissions in the catalogue or for the quality of printouts of the provided materials which is inconsistent with the guidelines.

9.3. During the exhibition any demonstrations, advertising actions, or entertainment events may take place subject to the prior consent of TwK. They may not in any way disturb other Exhibitors and interfere with the general order of the Trade Fair.

9.4. Without the consent of the interested parties, it is prohibited to take photographs or film exhibits displayed at their stand.

9.5. TwK reserves the right to film and take photographs of exhibition stands, to record accompanying events, and to use that material for its own purposes, with no obligation to Exhibitors or to any third party.

9.6. The maximum audio/PA volume at an individual stand must not exceed 55 dB. It is not allowed to place

loudspeaker columns in the direction of the neighboring stands.

9.7. In the event that the Exhibitor wishes to play music or other audiovisual content, they must pay any royalties as may be due for public performance and other regulations according to the Copyrights and Related Rights Act.

9.8. TwK is not liable for any violation of the rights of the participants in the Trade Fair resulting from the legal protection of an invention, industrial model, copyright etc.

9.9. Any advertising outside the stand can be performed only in a form approved by the Trade Fair Project Manager and after effecting due payment. An advertisement displayed without the consent of the Trade Fair Project Manager shall be removed at the cost and responsibility of the Exhibitor.

9.10. The intent to use cordless microphones should be reported to the Trade Fair Project Manager. TwK may refuse the use of certain frequencies.

9.11. The Exhibitor is obliged to provide TwK with a list of guests/panellist of a specific accompanying event by the date of 11.09.2020.

9.12. TwK is authorised to refuse to give its consent for organisation of an accompanying event and at any time TwK may oblige the Exhibitor to cancel the event, if TwK believes that the accompanying event may in particular result in violation of the law, the principles of social co-existence, good customs, harm the good name of TwK, any of the exhibitors, guests or the fair's sponsors/partners, or may jeopardise course of the fair in any way. Failure by the Exhibitor to comply with the decision of TwK referred to above shall authorise TwK to take measures in conformity with the law that shall prevent organisation of an accompanying event at the expense and risk of the Exhibitor. The Exhibitor may not raise any claims against TwK relating to exercising of TwK's right referred to in the previous sentences.

9.13. Regardless of the provisions of sections 9.11 and 9.12, TwK shall not be liable for organisation of the accompanying event, in particular, for its course, theme, and organisation of an accompanying event. The Exhibitor-organiser of the accompanying event shall be solely and fully liable for the above and for satisfying any claims related to that (also those made by TwK).

10. Trade organization and order regulations

10.1. The Exhibitor must comply with construction and fire prevention regulations valid on the Trade Fair grounds and with detailed regulations valid for the operation of business and must produce at TwK's request relevant permits if they are provided for by legal regulations.

10.2. The Exhibitor must make all stand premises available to the fire inspection committee in order to check fire prevention facilities.

10.3. The Exhibitor must take over their stand, adapt it and vacate it during the time defined by TwK for exhibition arrangement (until the end of assembly day). The exhibitor's representative must be present at the Trade Fair site at least half an hour before the Trade Fair begins and half an hour after it has ended.

10.4. While ordering an undeveloped space and commissioning the construction of a stand by a company other than the one indicated by TwK, the Exhibitor must place the number of its stand in a visible place. In the event such number is not displayed, TwK will perform this service at an additional charge pursuant to the price list in the Exhibitor's Panel.

10.5. In case of unforeseen events, with the consent of the Trade Fair's Commissioner, and after the payment of 500 PLN + VAT for each commenced hour of an additional assembly day, construction of the display may be extended.

10.6. During the Trade Fair, the Exhibitor and their representatives (persons representing the Exhibitor at the Trade Fair) are required to carry an identification badge provided by TwK.

10.7. The Exhibitor is not authorized to allow persons who are not stand occupants to enter Trade Fair grounds without Trade Fair Project Manager's consent.

10.8. During Trade Fair opening hours the stands shall be accessible to visitors. Any temporary closure of the stand requires the prior consent of TwK.

10.9. During Trade Fair days, persons are allowed to stay within the Trade Fair grounds not longer than one hour outside the time allocated for visiting.

10.10. The Exhibitor must remove empty packaging from the stand before the Trade Fair opening.

10.11. Cleaning up the stand - unless commissioned by TwK - should not interfere with the exhibition visiting hours.

10.12. Facilities connected to the Exhibitor's stand cannot exceed the power applied for. In the event that the Exhibitor breaches this rule, they will be charged with all costs connected with electricity damage and compensation.

10.13. The Exhibitor must comply with the provisions of the Act of 26 October 1982 on upbringing in sobriety and counteracting alcoholism (uniform text: Journal of Laws of 2002 No. 147, item 1231).

10.14. An exhibitor who wishes to hire a seminar room or any other additional space must use it exclusively for the stated purpose, pay for any damages made during its use and strictly observe the agreed rental hours. Any cancellations of pre-ordered spaces should be made based on the principles mentioned in section 4.

11. Security - Insurance

11.1. TwK assumes no responsibility for accidents to people or damage to exhibits on the Trade Fair grounds before, after and during the event.

11.2. TwK assumes no responsibility for vehicles or other movables left on the Trade Fair grounds.

11.3. TwK assumes no responsibility for any damages arising from burglary at stands or storage areas; damage caused due to the Exhibitor's fault; for power or water supply failure; for damages resulting from force majeure events such as strikes, riots, fire, lightning, hurricane, flood, hail, or rainfall. This reservation also applies to the period after the event termination in the event that ex-

hibits, equipment housing, and other goods stay on the Trade Fair grounds.

11.4. This exclusion of responsibility is not limited, notwithstanding any precautions taken by TwK.

11.5. The Exhibitor must obtain third party liability insurance resulting from participation in the event, and must insure their exhibits. Certificates of the required insurances should be submitted to TwK upon request.

11.6. On the Trade Fair grounds it is not allowed to carry arms, any explosive materials or objects that may be harmful to the people participating in the Trade Fair.

12. Removal of the exhibition

12.1. Disassembly of the exhibition and removing exhibits before the official Trade Fair closure is prohibited.

12.2. The Exhibitor must disassemble the exhibition, remove the exhibits, and restore the exhibition area to its previous state by the deadline fixed by TwK at the latest. In the event that the Exhibitor leaves the area in a mess TwK shall commission clearance works at the expense of the Exhibitor.

12.3. In case of unforeseen events, with the consent of the Trade Fair's Commissioner, and after the payment of 500 PLN + VAT for each commenced hour of an additional assembly day, removal of the display may be extended.

12.4. Exhibition components left without TwK's consent and other equipment not removed by the Exhibitor during the disassembly period are considered as abandoned property and become the property of TwK without compensation.

13. Complaints and claims

13.1. Any complaints and claims arising from participation in the Trade Fair should be submitted in writing not later than the last Trade Fair day. After this deadline expires no complaints or claims shall be considered.

13.2. Any agreements between Exhibitors and TwK and any decisions and declarations resulting from them must be made in writing, otherwise they are not valid.

14. Event cancellation, postponement, shortening and partial closure

14.1. In the event of circumstances beyond its control, and, in particular, if as a result of sanitary or epidemiological restrictions, the Event cannot be organized in 2020 or is subject to restrictions, TwK reserves the right to cancel, shorten, postpone or partially close it.

14.2. In the event of cancellation due to causes mentioned in 14.1, section 4.1 of these Terms & Conditions shall no longer apply.

14.3. With the reservation specified in the next sentence, Exhibitors shall not be entitled to any form of compensation in circumstances outlined in section 14.1 of these Terms & Conditions, except in the event of cancellation by fault of TwK.

In the event that the Event is cancelled in 2020 due to causes mentioned in section 14.1, the Exhibitor shall waive all reimbursement claims regarding the mandatory non-refundable registration fee, as well as part of the advance payment, amounting to 20% of all placed and confirmed orders for: the trade fair space/stand, the trade fair space/stand type, and the infrastructure charge. The fee corresponds to the partial cost of Event organization sustained by TwK. The remaining sum of the advance payment paid by the Exhibitor shall be reimbursed within 30 days from the cancellation of the Event or, upon the request of the Exhibitor, count towards the costs of participation in the International Book Trade Fair in Kraków in 2021.

14.4. Should the Event be cancelled by fault of TwK, all sums paid by the Exhibitor shall be reimbursed in full without interest.

15. Final provisions

15.1. Any sale of goods and services during the Trade Fair shall be recorded in books of accounts in accordance with the legal regulations binding on a given Exhibitor.

15.2. If any sale mentioned in section 15.1 take place, the cash register shall be supplied by the Exhibitor.

15.3. Exhibitors participating in trade shows organized by TwK shall adhere to relevant binding regulations, these Terms & Conditions, additional terms and conditions laid down for specific trade fairs, as well as the terms and conditions in place at specific trade fair venues. Exhibitors who fail to abide by these conditions shall be liable for any damage sustained by TwK or third parties.

15.4. Any disputes arising from participation in trade fairs organized by TwK as well as works, deliveries and services ordered from the TwK shall fall under the jurisdiction of the local Court competent for the seat of TwK.

15.5. These Terms & Conditions are deemed accepted upon the Exhibitor's application for participation in the trade fair.

15.6. TwK reserves the right to introduce additional provisions and other modifications to these Terms & Conditions.

15.7. These Terms & Conditions shall enter into force as of 25 May 2020.