



## **Regulations for Exhibitors**

### **3<sup>rd</sup> International Eco Fleet Fair EkoFlota: Innovation, Ecology, Mobility – Warsaw 2018**

#### **1. General Information**

1.1. The Organizer of the 3<sup>rd</sup> International Eco Fleet Fair EkoFlota: Innovation, Ecology, Mobility - Warsaw 2018, hereinafter referred to as the “EkoFlota Fair” is Menadżer Floty Sp. o.o. with its registered office in Wrocław (50-559), 51-57 Świeradowska St., entered into the Register of Entrepreneurs of the National Court Register (KRS), under KRS number 0000423164, Tax Identification Number NIP 899-273-61-44 (the “Organiser”).

1.2. The EkoFlota Fair will be held – on 15 June 2018 – Business Day and 16 June 2018 – Open Day at the premises of the Trade Fair Convention Centre, located at 56c Marsa St. in Warsaw, 04-242 Warsaw, hereinafter referred to as the “Centre”.

1.3. An Exhibitor at the EkoFlota Fair is an entity which applies to the Organizer for its participation in the EkoFlota Fair as an Exhibitor.

1.4. Application for Participation upon its approval by the Organizer along with these Regulations shall constitute an agreement for participation in the EkoFlota Fair and an exhibition space rental for the duration of the EkoFlota Fair concluded between the Organizer and the Exhibitor, also called the “EkoFlota Fair Participation Agreement” or the “Agreement”.

1.5. The provisions of these Regulations shall apply to all Exhibitors. The Regulations are also available at the EkoFlota Fair website: [www.targiekoflota.pl](http://www.targiekoflota.pl).

#### **2. Application for Participation**

2.1. The condition for participation in the EkoFlota Fair is submitting to the Organizer a completed form of Application for Participation signed by authorized persons containing the choice of one of the options for participation in the EkoFlota Fair:

- a) surface with a standard stand;
- b) open surface without a standard stand.



2.2. The Parties accept that the Application for Participation submitted by the Exhibitor shall be deemed to be effectively delivered if it is serviced to the Organizer in one of the three available ways, i.e. by postal mail or courier to the following address: Menadżer Floty Sp. o.o. ul. Świeradowska 51-57, 50-559 Wrocław; or on the following e-mail addresses: [tomasz.chmielowiec@menadzerfloty.pl](mailto:tomasz.chmielowiec@menadzerfloty.pl), [krzysztof.miskow@menadzerfloty.pl](mailto:krzysztof.miskow@menadzerfloty.pl) or [aleksandra.jania@menadzerfloty.pl](mailto:aleksandra.jania@menadzerfloty.pl)

2.3. The Application for Participation is tantamount to placing an offer for participation in the EkoFlota Fair and accepting by the Exhibitor the conditions specified herein. The Exhibitor shall be bound by the Application for at least 21 days.

2.4. Submission of the application form as set out in points 2.1 and 2.2 shall not be equivalent to qualifying the Exhibitor to participate in the EkoFlota Fair. The Organizer shall reserve the right to refuse to qualify an Exhibitor to participate in the EkoFlota Fair without stating a reason.

2.5. Application for Participation in the EkoFlota Fair must be submitted no later than by 15 May 2018.

2.6. Applications for Participation made after the date specified in point 2.5 hereinabove shall be considered by the Organizer subject to availability of the exhibition space.

2.7. Agreement for Participation in the EkoFlota Fair shall be deemed concluded upon approval by the Organizer of the submitted Application for Participation and informing the Exhibitor thereon by mail or by post / courier. Along with the notification of the approval of the provided Applications for Participation, the Organizer provides to the Exhibitors the signed Application of Participation and a VAT invoice for an amount calculated based on the services specified in the Application for Participation Form.

### **3. Rules of Payment for Participation in the EkoFlota Fair**

3.1. On account of conclusion of the Agreement, on the terms specified herein, the Exhibitor undertakes to pay a sum of money in the amount of the services value specified in the Application for Participation Form, subject to point. 3.9 of the Regulations.

3.2. Actions or omissions made by the Exhibitor after conclusion of the Agreement, in particular failure to settle the VAT invoice issued by the Organizer, as well as a real lack of participation in the EkoFlota Fair shall not affect in any way the validity of the Agreement, in particular the obligation to pay a sum of money specified in the Application for Participation.

3.3. Payment referred to in point 3.1 hereinabove shall be made by the Exhibitor within 14 days from the date of serving the invoice to the Exhibitor to the bank account indicated on the invoice.

3.4. Payment shall be deemed effectively made upon crediting the bank account of the Organizer with the said amount.

3.5. Failure to make payment within the specified period shall authorize the Organizer to withdraw from the Agreement.



3.6. In the case of providing additional services ordered by the Exhibitor which are not included in the approved Application for Participation, the Organizer shall issue a separate VAT invoice accordingly.

3.7 The Parties may establish separate settlement rules, subject to confirmation on the approved Application for Participation.

3.11. In the event of withdrawal by the Organizer from the Agreement in the cases referred to in point 6.1, and in particular in the case of failure to pay the amounts referred to in points 3.1 or withdrawal of the Exhibitor from participation in the EkoFlota Fair, regardless of the reasons justifying such decision, in particular for important reasons, with the exception of the situation referred to in point 6.2, the Exhibitor shall be obliged to pay a contractual penalty in the gross amount specified in the Application for Participation. The Organizer shall be entitled to make deductions from the calculated penalty with respect to any monies which may have already been paid by the Exhibitor.

3.12. By resignation from participation shall be understood any unilateral declaration of intent, the result whereof was the cancellation of the Agreement, in particular its withdrawal or termination, regardless of the legal basis for such a declaration and reasons for its submission, with the exception of withdrawal, referred to in point 6.2 hereinbelow.

3.13. Resignation from participation shall be made in writing otherwise shall be null and void. Failure to observe the above-mentioned form shall result in absolute nullity of the Exhibitor's declaration of intent, irrespective of talks carried out with representatives of the Organizer in this respect.

3.14. The submission by an Exhibitor of the statement concerning the resignation from participation in the EkoFlota Fair, which cannot be considered, with regard to any reason, particularly for failure to observe the form provided for in point 3.13 herein, or the lack of legal basis, statutory or contractual, as a resignation within the meaning of point 3.12. of the Regulations, shall not affect the scope of the Agreement, in particular the payment obligation in accordance with point 3 of the Regulations.

#### **4. Additional Services**

4.1. Any additional services provided by the Organizer to the Exhibitor, not included in the Application for Participation, are subject to separate fees according to the rates agreed between the Parties individually. A separate Additional Services Form shall be sent to the Design & Technical Department.

#### **5. Subletting Exhibition Space to Third Party / Transfer of Rights and Obligations under the Agreement**

5.1. The Exhibitor shall have no right to sublet or otherwise make available, for a fee or free of charge - all or part of the exhibition space to a third party, unless the Organizer had previously given their written consent thereto. In this case, the Exhibitor shall be held fully liable for acts and omissions of those persons as for acts and omissions of their own.



5.2. The Exhibitor may not, without prior written consent, transfer to a third party the rights and obligations under the Agreement concluded with the Organizer. The Exhibitor shall be obliged to report on the appropriate form any entities that use portions of the surface of the Exhibitor's stand and present their own offer.

## **6. Resignation from Participation in the EkoFlota Fair**

6.1. The Organizer may withdraw from the Agreement in case of failure to pay by the Exhibitor the amounts referred to in point 3.1 and in case of violation of the provisions of points 5, 8 and 9 of the Regulations, without prior call, the Organizer being authorized to exercise the right to withdraw until 15 May 2018. Withdrawal notice shall also be considered effective also when it is made by e-mail to the following addresses:

[tomasz.chmielowiec@menadzerfloty.pl](mailto:tomasz.chmielowiec@menadzerfloty.pl)

[krzysztof.miskow@menadzerfloty.pl](mailto:krzysztof.miskow@menadzerfloty.pl)

or [aleksandra.jania@menadzerfloty.pl](mailto:aleksandra.jania@menadzerfloty.pl)

6.2. The Exhibitor may withdraw from the Agreement for Participation in the EkoFlota Fair upon the payment of the compensation fee equal to 50% of the total amount specified in the Application for Participation, if the cancellation occurred within 60 days before the EkoFlotaFair date. The statement of withdrawal shall be deemed effective only if it has been filed simultaneously with making the payment of the compensation fee or after the payment thereof.

6.3. Withdrawal from the Agreement in accordance with point 6.2 of the Regulations shall be made in writing otherwise shall be null and void. Failure to observe the above-mentioned form shall result in absolute nullity of the Exhibitor's declaration of intent, irrespective of talks carried out with representatives of the Organizer in this respect.

## **7. Allocation of Exhibition Space**

7.1. Exhibition space shall be allocated to Exhibitors according to the content of the Application for Participation.

7.2. The Organizer shall have the right to change the location of the exhibition space or the date for organizational or safety reasons, subject to the second sentence, and the Exhibitor shall not be entitled to a claim damages towards the Organizer for this reason or have the right to withdraw from the Agreement. In the case the change of location is necessary, the Organizer shall be obliged to make available to the Exhibitor another exhibition space of equal or greater surface area and notify the Exhibitor thereof at least 7 days prior to the EkoFlota Fairs.



## **8. Rules of Loading and Unloading**

8.1. Transportation, loading and unloading exhibition materials to be used by the Exhibitor during the EkoFlota Fair shall be done at the expense of the Exhibitor and be performed on their own effort.

8.2. In the case of a standard stand (made according to the Organizer's order), the Exhibitor shall have access to the stand from 4 pm on 14 June 2018. In the case of a non-standard stand/installation (exhibition surface made available without a stand) the Exhibitor shall have receive access to the space from 8:00 am on 14 June 2018.

8.3. The Exhibitor shall not be entitled to leave vehicles free of charge on the parking space of the Centre during the EkoFlota Fair (it does not apply to vehicles intended for exhibition and test drives).

8.4. Exhibitors shall have the right to enter the premises of the Centre complex in order to carry out the assembly (unloading) and dismantling (loading) of equipment, devices and arrangement/design components used during the EkoFlota Fair, on the dates indicated in points 9.6, 9.7 and 9.16 of the Regulations.

8.5. The Exhibitor shall be obliged to notify the Organizer until 15 May 2018 of the need to be granted access to the Centre, along with indicating the car make, registration number and the date and estimated time of entry and leaving. On the basis thereof, the Exhibitor shall receive a pass for entry into the Centre complex in order to carry out loading and unloading. During the preparation of the EkoFlota Fair the Exhibitors shall park their cars in the places indicated by the Organizer.

8.6. The Exhibitor acknowledges that immediately after the completion of loading and unloading it is obliged to leave the Centre complex.

## **9. Construction and Dismantling of Exhibition Space**

9.1. The Exhibitor that did not place an order for construction of exhibition space made by the Organizer (standard stand), shall prepare the construction of a stand at their own expense and on their own effort (non-standard stand).

9.2. The Exhibitor shall be obliged to ensure that any work (assembling, dismantling, installation, decorating) on the exhibition area is carried out by qualified personnel having necessary certifications and in accordance with the binding law and relevant standards, including health, safety and fire regulations. The electrical grid outside the exhibition area of the stand will be done by persons commissioned by the Organizer. The Organizer shall be responsible for the electrical installations brought up to the premises of the stand. The Exhibitor shall be responsible for electrical installations throughout the exhibition surface area and cannot interfere with the electrical installation outside the said area.



9.3 The Exhibitor shall be obliged to have all the necessary certificates for construction materials and equipment applied, and any approvals, permits and authorizations necessary to perform the work and use the exhibition space, if possessing such consents is subject to the provisions of law. The Exhibitor shall be obliged to notify the Organizer of such certifications, approvals, licenses, consents and applications.

9.4. By 15 June 2018 the Exhibitor shall be obliged to submit to the Organizer a project/design of the exhibition space construction along with a description of planned works and drawings of electrical installation.

9.5. The Organizer shall be entitled, at any time, to interrupt works carried out by the Exhibitor at the exhibition area, if the Organizer considers they might jeopardize the safety of persons or property or violate the provisions of these Regulations. Notwithstanding any other provisions of this point the Organizer may not allow to make the adaptation works, if they do not comply with the binding law or will or may be conducted in a manner inconsistent with the provisions of law or associated with a risk of damaging the structure of the exhibition space.

9.6. Stand construction works can be carried out from 8 am to 24:00 on 14 June 2018, possible additional time for developing the stand to be agreed upon with the Organiser.

9.7. Building exterior display can be carried out from 8 am to 24:00 on 14 June 2018, possible additional time for developing the stand to be agreed upon with the Organiser.

9.8. The Exhibitor shall be obliged to use the shipping and unloading services of the recommended forwarding agent of the EkoFlota Fair.

9.9 The Exhibitor shall be obliged to notify the Organizer and obtain their consent for the use of equipment or devices that require more than standard service utilities consumption, high electric power supply, or notify the Organizer of a demand for non-standard services.

9.10. Obtaining the possibility of connection to electric and water & sewage installations requires filing the appropriate request and agreeing the supply conditions with the Organizer 10 days before the Eko Flota Fair.

9.11. Installing and dismantling constructions on the exhibition space as well as furnishing the standard stands in the exhibition space may not violate the structure or coatings of walls, floors and other elements of the Centre. The Exhibitor can perform adaptation work only upon obtaining appropriate approvals and permits required under relevant legislation, as long as they are necessary.

9.12. The Exhibitor acknowledges that in the case of attaching carpeting to the floor on passageways, traffic routes, etc., with an adhesive tape, it shall be obliged to use only a double-sided light gel adhesive tape, and after the end of the EkoFlota Fair, shall remove all tape from the floor in a way to restore the condition of the premises before its release to the Exhibitor.

9.13. For carrying out works on the exhibition area by the Exhibitor, in particular: installing or dismantling the stand construction at other hours than specified herein, the Organizer may impose on Exhibitor a penalty in the amount of 1000 zlotys, for every started hour of work outside the fixed hours. In the case of carrying out the works, in particular, assembly or disassembly of the stand construction in a manner inconsistent with the provisions hereof, the Organizer may impose on the Exhibitor a



penalty of up to 5000 zlotys for each breach of the provisions hereof, but not more than the Organizer himself has been charged by the entity managing the Centre.

9.14. In the case of not restoring, after dismantling the stand, the exhibition area to its condition from before its release to the Exhibitor, the Organizer shall commission cleaning works at the risk and expense of the Exhibitor.

9.15. After the end of the EkoFlota Fair the Exhibitor shall at their own risk and expense remove non-standard construction of the exhibition space, all the installations and components related to assembly, disassembly, adaptation and stage design, and remove from the area of the Centre any other materials and equipment that are in the stand rented by the Exhibitor or were brought by the Exhibitor into the Centre, no later than by 24:00 on 07 October 2018. In the event of failure by the Exhibitor to perform the specified duty or improper performance thereof, the Organizer, at the risk and expense of the Exhibitor, shall perform on their own or commission to a provider of professional services to perform works aimed at restoring the exhibition area to the condition in which it was released to the Exhibitor or at cleaning the Centre area.

9.16. In the event of a breach by the Exhibitor of the provisions of point 9.15, the Exhibitor shall pay the Organizer a penalty in the amount of 10,000 zlotys (say: ten thousand zlotys) for each started day of violation, which shall not exclude the right of the Organizer to be reimbursed the costs of restoration the exhibition area to the condition in which it was made available to the Exhibitor.

9.17. Making any attachments of suspensions weighing more than 200 kg (at one point) to the construction skeleton of the Centre must be supervised by a person having project certification for building constructions or a construction surveyor, if the components intended for suspension exceed a total weight of 5000 kg. No less than four days before the start of mounting suspensions to the construction, the Exhibitor shall submit to the Organizer: design of suspension components weighing more than 200 kg (per one sling/clamp point), together with a detailed diagram containing a statement of loads and the technical decision permitting the use of such loads, or in the case of suspension components with a total weight of more than 5000 kg - a project of suspension together with a detailed diagram containing a statement of loads and the technical decision permitting the use of such loads. Fixing suspensions to the construction of the Centre may be performed only by persons authorized to perform work at heights or an agent having such qualified personnel, and any related costs shall be borne by the Exhibitor.

## **10. Organization of Work in the Exhibition Space**

10.1. The Exhibitor shall be obliged to take care of the order at the stand and around the stand and to supervise it.

10.2. The Exhibitor shall be obliged to make the stand accessible to visitors during the opening hours of the EkoFlota Fair i.e. from 9 pm to 5 pm on 15-16 June 2018.



10.3. The Exhibitor shall be obliged to have all the required documents authorizing to conduct business related to the offer presented by the Exhibitor in accordance with applicable legal provisions in this regard.

10.4. The Exhibitor declares that in case of acquisition at the stand of personal data of visitors and organizing prize draws, the Exhibitor shall have appropriate permits necessary for this purpose.

10.5. In the event of using verbal, musical, choreographic and other pieces of work protected by copyright or related rights during the Fair EkoFlota, The Exhibitor shall undertake to obtain adequate rights and pay on their own fees for the collective copyright management.

10.6. Cleaning and dismantling the stand can take place only outside the opening hours of the EkoFlota Fair. Total or partial dismantling of the stand or the construction of the exhibition space is prohibited before the end of the EkoFlota Fair.

10.7. Presentation of the Exhibitor's offer may not violate the rights of other Exhibitors and interfere with the presentation of the offer of other Exhibitors.

10.8. During the EkoFlota Fair the Organizer may at any time give the Exhibitor instructions to remove materials or devices, if the Organizer considers they might jeopardize the safety of persons or property or violate the provisions of these Regulations. Such instructions are binding for the Exhibitor.

10.9 The Exhibitors are entitled to make available presented vehicles for test drives. The vehicles shall be parked in the fenced and guarded outdoor parking lot. The Exhibitors must ensure for each vehicle an attendant who will be present in the vehicle during the test drives. With regard to the Exhibitor's liability, the provisions of paragraph 13 shall apply accordingly.

## **11. Advertising**

11.1. The Exhibitors may present their offer exclusively within the exhibition space rented by them.

11.2. Within their stand, the Exhibitor is entitled to use materials (posters, leaflets) associated with the presentation of their offer.

11.3. Placing other advertisements of the Exhibitor or the Exhibitor's advertisements outside the exhibition space rented by the Exhibitor shall be allowed upon ordering with the Organizer additional advertising services.

## **12. Order Regulations**

12.1. The Exhibitor is obliged to comply with health, safety and fire regulations at the entire premises of the Centre.

12.2. The Exhibitor acknowledges that smoking and alcohol consumption is not allowed at the Centre.

12.3. Animals are not allowed at the premises of the EkoFlota Fair.





12.4. The Exhibitor and persons for whom it is responsible are required to wear, in a visible place, identifiers provided by the Organizer.

12.5. The Exhibitor shall be obliged to respect the instructions of the Organizer and the persons guarding the security of the EkoFlota Fair.

12.6. Stands shall be available to Visitors during opening hours of the EkoFlota Fair. Temporary closure of the stand shall require prior consent of the Organizer. Permanent closure of the stand is regarded as a failure to perform contractual obligations by the Exhibitor under the Agreement for Participation.

12.7. The maximum sound volume at the stand may not exceed 70 db (not applicable during the Fair's presentation of vehicles, machines and other events with accompanying music upon prior arrangement with the Organizer). It is not allowed to direct loudspeakers towards the passageways and neighbouring stands.

12.8. It is prohibited to bring into the premises of the EkoFlota weapons, ammunition, explosives and items the use of which may jeopardize the safety of the participants.

### **13. Liability**

13.1. The Organizer shall not be held liable for damages suffered by the Exhibitor in connection with participation in the EkoFlota Fair, as well as for damage caused by the Exhibitor, including, in particular, to other participants and visitors of the Fair. In the case of third party claims caused by acts or omission of the Exhibitor, the Exhibitor shall agree to pay the associated damages to the Organizer. The Exhibitor shall be obliged to take care of the exhibition space and protect it against damage as well as protect any possible device placed there; the Exhibitor shall also be required to maintain the aesthetic appearance and good technical condition of the exhibition space.

13.2. The Organizer shall not be held liable for equipment, devices, exhibits and fittings made by the Exhibitor, brought into the Centre.

13.3. The Organizer shall not be held liable for the equipment, devices and materials left by the Exhibitor after the end of the EkoFlota Fair. The Organizer shall be entitled to charge the Exhibitor with the costs of storage of the left equipment, devices and materials in the amount of 10 000 zlotys for every started day of storage.

13.4. The Organizer shall not be held liable for any interruption or lack of supply of service utilities for reasons beyond their control.

13.5. The Exhibitor shall be obliged to insure the property located in the exhibition area from any damage, including third party liability for injury to person and property.

13.6. The Exhibitor shall be liable for any damage caused at the Centre in connection with the use of exhibition space.

13.7. The Exhibitor shall bear strict liability for any damage caused to the Organizer or third parties by the Exhibitor or a person acting on behalf thereof.

13.8. The Exhibitor shall be obliged to immediately inform the Organizer of the occurrence of an event of imminent harm or the occurrence of such harm or damage.



13.9. The Organizer shall reserve the right to change the location and date of the EkoFlota Fair, as well as shorten its duration or cancel it. In the event of shortening or cancellation of the EkoFlota Fair, the Organizer shall return to the Exhibitor the amounts paid for the benefit of the Organizer: in the case of cancellation - in their entirety, and in the case of shortening - in proportion to the period shortened. The above-mentioned shall exhaust the claims of the Exhibitor towards the Organizer, the Exhibitor not being entitled to further claims for compensation towards the Organizer.

13.10. The Organizer shall not be held liable for any change in the manner of the EkoFlota Fair organization, its cancellation, interruption or change in fees due to force majeure or regulation of state and local authorities.

#### **14. Claims, Complaints, Dispute Resolution**

14.1. Any complaints shall be reported by the Exhibitor in writing during the EkoFlota Fair. After this date, the right to submit claims shall expire. Filing a complaint shall not release the Exhibitor from the obligation to make payment.

14.2. The EkoFlota Fair Participation Agreement shall be governed by and construed in accordance with the laws of Poland. Any dispute between the Exhibitor and the Organizer which may arise out of or under the Agreement shall be subject to resolution by a court having material jurisdiction in Wrocław. For settlement of any disputes with foreign participants of the EkoFlota Fair, the text of the Regulations in Polish language shall prevail and the law applicable in interpretation shall be the Polish law.

#### **15. Final Provisions**

15.1. The Organizer shall be entitled to use the name, business name and company logotype of the Exhibitor for the purposes of promotion and organization of the EkoFlota Fair.

15.2. The Exhibitor agrees to filming and photographing the stands by the Organizer during the EkoFlota Fair and using these materials by the Organizer for their own purposes without any remuneration due to the Exhibitor.

15.3. Additional information can be obtained at the EkoFlota Fair Organizer Office on phone number: Anna Goworek + 48 668 – 024 – 493, 22 529 39 45 or email: [agoworek@ctk.waw.pl](mailto:agoworek@ctk.waw.pl)

15.4. In case of any discrepancy between the Regulations and the Application for Participation, the arrangements contained in the Application Form shall be binding.

15.5. These Regulations are in force from 01 March 2018.