



TERMS AND CONDITIONS OF PARTICIPATION

Warsaw Toys & Kids Fashion Show 2021

1. NOTIFICATION OF PARTICIPATION

1. Notification of participation in **Warsaw Toys & Kids Fashion Show 2021** (hereinafter referred to as the Fair) is made by Exhibitor by sending a form – Notification of Participation (hereinafter referred to as the Notification), completed and signed by Exhibitor's authorized person, to Organizer. Notification documents can be downloaded from the site <https://warsawtoys.com/>.

2. A Fair Participation Agreement is entered into upon Organizer's acknowledgment of receipt of the Notification for processing in an email sent to Exhibitor's address as indicated in the Notification, including an attached invoice regarding the registration fee (if the Notification is received up to 30 days before the first day of the Fair) or attached invoice regarding the entire Fees for participation in the Fair (if the Notification is received less than 30 days before the first day of the Fair).

3. Exhibitor that wishes to place extra orders must complete and send specimen extra order forms nos. 2, 2a, 2b, 3, 3a, 4, 5, 6, 7, 7a – attached as Appendices to the Notification. Completion of extra orders is conditional upon Ptak Warsaw Expo sp. z o.o. in Nadarzyn's electronic acceptance of an extra order form, completed and signed by Exhibitor's authorized representative, and a charge paid within the undermentioned time limits. 4. The Exhibitor is obliged to pay the Fee for participation in the Fair, the components of which are indicated in point 3,4,5 below.

2. WAIVER OF PARTICIPATION

1. Exhibitor's waiver of participation in the Fair, in any form whatsoever, following Organizer's acknowledgment of receipt of the Notification for processing, shall be ineffective and shall not release Exhibitor from the obligation to make its performance(s). Exhibitor shall be under the aforesaid obligation notwithstanding its actual non-attendance at the Fair. In neither of the foregoing cases shall Organizer be obligated to reimburse any amounts paid by Exhibitor or on behalf thereof with regard to its notification of participation in the Fair. In the event of Exhibitor's non-attendance at the Fair, Organizer shall be empowered to impose on the former a stipulated penalty of 50% of the total amount according to the Notification per day of non-attendance.

3. REGISTRATION CHARGE

1. On payment of the registration charge (PLN 400 net + VAT chargeable in accordance with the applicable regulations), Exhibitor shall be entitled to make use of the following services rendered by Fair Organizer:

- entry into the on-line exhibitor's catalogue in Polish and English (note: The Exhibitor makes this entry independently after sending the link to the registration form by the Organizer);
- guaranteed parking space in the Exhibitor's dedicated car parking during the all days of the Fair - quantity 1;
- Exhibitor's cards for stand personnel (entitling to admission to the Fair) – quantity conditional on a stand's size:

o for a stand up to 10 m2 - 2 badges

o about 11 - 20 m2 - 3 badges

o about 21 - 50 m2 - 4 badges

o about 51 -75 m2 - 6 badges

o 76 - 100 m2 - 8 badges

o 101 - 150 m2 - 10 badges

o > 150 m2 - 12 badges

- Fair invitation cards for Exhibitor's customers – quantity as arranged by appointment;
- Invitations for Exhibitor's Evening – free 2 single invitations for each Exhibitor.

4. RENTAL – CHARGE FOR EXHIBITION FLOOR SPACE RELEASED FOR THE DURATION OF THE FAIR

1. The charge for the exhibition floor space released for the duration of the Fair (excluding the assembly and disassembly days) includes:

- Exhibitor's exploitation of the exhibition floor space,
- exploitation of the common floor spaces,
- facility passageways and hallways kept clean,
- facility security service and fire protection,
- publicity for and promotion of the Fair.

5. SERVICE CHARGE FOR ASSEMBLY AND DISASSEMBLY TIME

1. Exhibitor is under obligation to pay Organizer a flat-rate service charge to cover the costs of maintaining the facility operative for the duration of assembly and disassembly. The service charge shall be calculated on the basis of the rate per square meter of the floor space rented by Exhibitor, as specified in the Notification.

2. The service charge shall be non-reimbursable and designated for the coverage of the facility protection, power and water connection exploitation and sewage and waste disposal costs.

6. TERMS OF PAYMENT

1. Exhibitor is under obligation to pay Fee for participation in the Fair, inclusive of the registration and service charges, extra service orders and the remaining amounts as per the Notification, within the following time limits:

- if the Notification is accepted at least 30 days ahead of the first day of the Fair, Exhibitor must pay:
 - o the registration charge, within 3 days of the invoice being issued by the Organizer
 - o the remaining amounts of Fee for participation in the Fair as per the Notification and extra order forms (submitted at least 30 days ahead of the first day of the Fair) and the service charge 30 days ahead of the first day of the Fair;
- if the Notification is accepted within 30 days prior to the first day of the Fair, Exhibitor must pay:
 - o Fee for participation in the Fair - the registration and service charges and 100% of the amount as per the Notification, inclusive of that as per the extra service forms, into Organizer's bank account within 7 days of Ptak Warsaw Expo Sp. z o.o.'s acknowledgment of receipt of the Notification for processing, however not later than 7 days ahead of the first day of the Fair.

2. Organizer shall decline to release the exhibition floor space to Exhibitor if the latter has failed to pay all the charges due and payable to the former under the Fair Participation Agreement – until the payment thereof. The release of the stand to Exhibitor shall be conditional upon the full payment of the amounts due as per the Notification (Fee for participation in the Fair) in its entirety, i.e. inclusive of the registration and service charges, the charge for the exhibition floor space released and the charge for the extra services, as evidenced by the payment confirmation or effected upon arrival at the facility. Should all the amounts due as per the Notification in its entirety not be paid in full, Ptak Warsaw Expo sp. z o.o. in Nadarzyn shall not be liable for declining to release the stand to Exhibitor towards the latter or any third party in any manner whatsoever.

3. If the release of the exhibition floor space to Exhibitor is declined on the grounds of its failure to pay all the amounts due and payable to Organizer as per the Notification, as stipulated in sec. 2 hereinabove, Organizer shall be empowered to retain all the amounts paid by Exhibitor thus far, in which case the latter shall not be entitled to claim the reimbursement thereof. Furthermore, should all the amounts due and payable to Organizer as per the Notification not be paid thereto, it shall be empowered to withdraw from the Agreement, effective ex nunc, until the first day of the Fair. An Agreement withdrawal notice may be sent electronically to the email address indicated in the Notification. Should Organizer exercise the aforesaid right to withdraw from the Agreement, Exhibitor shall be under obligation to pay it a stipulated penalty of 50% of the total gross amounts due as per the Notification within 3 days of a demand note.

4. Should Exhibitor be in default of payment of any part of the remuneration, Organizer shall be further entitled to receive default interest to an amount as stipulated in the Act on Payment Terms in Commercial Transactions.

5. Exhibitor's failure to pay all the amounts due for the participation in the Fair shall empower Organizer, as per clause 6, secs. 2 and 3, hereinabove, to decline the former's participation in the Fair, further revoking Exhibitor's right to lay any claims on such grounds, claiming the reimbursement of any amounts paid included.

7. SECURITY

1. Organizer shall not be liable for any personal accidents or damage to exhibit items on the premises of the Fair before, during or after the Fair.

2. Exhibitor is under obligation to safeguard its own exhibit items against possible damage during the exhibition hours, as well as to secure them in a manner preventing damage there to before the exhibition closing time.

3. Organizer shall not be held liable for power or water cuts, or any damage caused due to reasons attributable to force majeure such as a strike, riot, fire, stroke of lightning, windstorm, flood, hail, or rain. The foregoing shall also apply to a period following the closure of the Fair, throughout which the exhibit items and equipment shall remain on the premises thereof.

8. COMPLAINTS AND CLAIMS

1. Any complaints or claims arising from the participation in the Fair should be laid in writing by the last day of the Fair at the latest. No complaints or claims shall be accepted upon expiration of the aforesaid deadline. Any arrangements between Exhibitor and Organizer and any decisions resulting therefrom must be made in writing under pain of invalidity.

9. CONTACT INFORMATION

1. You are requested to send any inquiries as well as your Notification of Participation, with all appendices as required, to the Fair Team Assistant's email address:

- Alicja Płatek – Project Director

a.platek@warsawexpo.eu

2. Inquiries about non-standard conditions for participation should be made to:

- a.platek@warsawexpo.eu

or to the address: PTAK WARSAW EXPO

Al. Katowicka 62, 05-830 Nadarzyn Poland

with a note: **Warsaw Toys & Kids Fashion Show 2021**