

REGULATIONS FOR THE EXHIBITORS OF “PYSZNA POLSKA 2017” FAIR

Gastronomy and Hotel Fair of Magda Gessler

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CENTENNIAL HALL - Wrocław Exhibition Centre

I. General provisions:

§ 1

1. The terms determined in the Regulations apply to all participants of the PYSZNA POLSKA 2017 International Fair, hereinafter referred to as the Fair.
2. The Regulations determined the terms of participating in the Fair organised at the Centennial Hall in Wrocław ul. Wystawowa 1, 51-618 Wrocław by the MB Business Service Sp. z o.o. Company ul. Nowogrodzka 31, 02-511, hereinafter referred to as the Organiser.
3. The Fair will take place on:
 - 2 June 2017, in hours between: 10:00 am - 21:00 pm,
 - 3 June 2017, in hours between: 10:00 am - 21:00 pm,
 - 4 June 2017, in hours between: 10:00 am - 21:00 pm.
4. All the arrangements, individual agreements and approvals issued by the Organiser require written form, under pain on nullity.
5. An Exhibitor may apply to participate in the Fair by using the registration system offered by the Organiser.
6. The agreement between the Organiser and an Exhibitor is concluded when the Organiser sends the final confirmation regarding the participation in the Fair from the registration system.

II. Applying for participation and concluding the agreement:

§ 2

1. Exhibitors may apply for participation in the Fair only on the Organiser's webpage at the address www.wroctargi.pl according to this Participation Regulations.
2. The condition for participation in the Fair is receiving the participation confirmation from the Organiser and paying the designated fees within the designated time limits.
3. The application for participation on the Organiser's webpage is equal to agreeing to the terms resulting from this Regulations, which, at the same time, is accepted by the Exhibitor and becomes an integral part of the agreement concluded between the Organiser and the Exhibitor.
4. Any changes regarding the application for participation must be entered by the Exhibitor through the registration system.

5. Either the Regulations, or the form do not account for an offer in the meaning of Art. 66 and the following of the Civil Code. Decision on accepting the application for participation in the Fair is decided by the Organiser and only their confirmation is equal to concluding an agreement with the Exhibitor in accordance with the conditions determined in the registration form and this Regulations.
6. The Organiser will inform the Exhibitor about the availability of the exhibition space and send the location of the stand through the registration system.
7. The agreement is considered as concluded after the exhibitor has filled in the form available on the webpage and the Organiser has accepted in for execution. The Exhibitor is obligated to pay the Organiser (within 7 days from the date of filling out the form) a not refundable advance in the amount of 30% (50%; 100%) of the gross fee resulting from the agreement in terms of the exhibition space indicated in the agreement.
8. The Exhibitor is obligated to send to the Organiser through the registration system within 14 calendar days from the day of concluding the agreement information regarding:
 - a) number of employees, co-operators or other people working in the Exhibitor's structure, other than the guests invited by the Exhibitor, for the Organiser to prepare the ID tags.

§ 3

1. By concluding the agreement the Exhibitor declares that:
 - a) he does not conclude the agreement as customers in accordance with Art. 221 of the Civil Code,
 - b) he is not an entrepreneur in accordance with Art. 431 of the Civil Code,
 - c) he possess the capacity in law and full legal capacity, he can effectively conclude the agreement and incur all the obligations connected to the agreement and that there is no legal objection for the Organiser to conclude the Agreement or a legal objection that could obstruct the implementation of the agreement.

III. Subject of the Agreement:

§ 4

1. On the strength of the Agreement the Organiser obligates to make available to the Exhibitor the exhibition space of the area and type defined in the Agreement and the parameters indicated in the Location of the stand for the period of the Fair, for the purpose of using it according to the exhibition needs, in accordance with the theme of the Fair specified in the Agreement, and the Exhibitor obligates to pay to the Organiser the agreed fee on account of participation in the Fair and the ordered additional services.

§ 5

1. The Organiser shall allocate the exhibition area while taking the site conditions and, as far as possible, the Exhibitor's wishes into account.
2. The Organiser reserves the right to change the location of the allocated exhibition area, and to change the location of other Exhibitors adjacent to the Exhibitor, for organisational, design and technical causes and for reasons outside the Organiser's control. In such cases the Exhibitor shall not be entitled to damages from the Organiser.
3. The Exhibitor without the consent from the Organiser may not make changes to the location of the allocated stand, nor make swaps of stands with other Exhibitors.
4. The Exhibitor shall receive proposals of the stand location for approval.



5. The minimal ordered exhibition area is 4 m².
6. A condition for beginning of planning the individual stand is paying a fee for using the infrastructure (for the vacant space) in the amount of PLN 550/m² + due VAT in accordance with the current regulations for 1 m² of the stand space covering:
 - use of utilities (electricity, water),
 - cleaning (garbage collection, sewage disposal).
7. An individual project of the stand plan presented by the Exhibitor is verified and approved by the Organiser. The Exhibitor is obligated to provide the information on the company performing the planning of the stand. The stand plan for approval needs to be sent at the latest on 14 days before the Fair begins, to the e-mail address: zabudowa@mbbs.pl.
8. The Exhibitor is obligated to provide at all times security to the visitors of his stand.
9. If it is necessary, every Exhibitor should allow to pass through his stand the technical installations that power up other stand.
10. The Organiser reserves the right to refuse to accept an offer of participation in the Fair (e.g. due to inconsistency of the offer with the event theme, depleting the exhibition area).
11. The Exhibitor obligates to clean and remove all traces of advertising materials and leave the stand in a condition it was received for usage, to the day of the Fair ends. The Exhibitor that does not meet this condition shall be charged with an order fee in the net amount of 50 zł for every planning module (1x2.5 m) that requires cleaning.
12. Any claims regarding the stand with standard plans should be reported to the Organiser until 12:00 am of the first day of the Fair.
13. The Exhibitor is responsible for damaging the object, furniture, installations and floor (the Exhibitor is obligated to remove the tape for gluing the flooring) made by himself or people who represent him or are hired by him.
14. It is prohibited without consulting the Organiser to hand or attach to the structure elements in the Exhibition Centre (such as: ceiling, walls, windows, barriers, banisters, etc.) any elements of the stands, banners, flags, advertisements and decorations.

§ 6

1. The Organiser shall transfer the exhibition space to the Exhibitor provided that the required fees determined in the Agreement and in the Form fulfilled by the Exhibitor on the Organiser's webpage are settled. Should those required fees not be settled to the day the Fair begins, the Organiser reserves the right not to transfer the exhibition space until such fees are paid.

IV. Prices, dates and payment conditions:

§ 7

1. The Organiser within 7 days from the day of booking on his account the non-refundable advance payment, which is mentioned in the § 2 paragraph 7 and the registration fee, shall issue the VAT invoice for advance payment of the gross fee payment resulted from the agreement regarding the exhibition space and registration fee. At the Exhibitor's request the Organiser shall issue a proforma invoice for the remainder of receivables under the Agreement.
2. A non-refundable advance payment shall be credited against the total amount for participation in the Fair. No later than four weeks before the date of the event the Exhibitor

shall pay to the Organiser the remainder of the fees due under the Agreement for the participation in the Fair. Within 7 days from the date of the remaining amount due is booked on the account, the Organiser shall issue the final invoice. Failure to pay within a specified period will be treated by the Organiser as cancellation of participation in the Fair and then the provisions of Regulations § 8 paragraph 1 – 4 shall be applicable.

3. The agreement concluded in the four weeks before the date of the fair requires a one-time payment of 100% of the gross amount for the participation in the fair related to the exhibition space within 7 days from the date of filling the form.

V. Cancellation of participation

§ 8

1. The Exhibitor may cancel participation in the Fair. In this case, the relevant provisions of paragraph 2 and the following paragraph shall apply.
2. Cancellation of participation must be in writing to be valid.
3. In case of cancellation of participation, the Organiser can require the Exhibitor to pay lump sum compensation for termination of the Agreement in the amount of 100% of the total fee for participation in the fair in terms of exhibition space, and in this case the Exhibitor shall not have a due reimbursement of any amounts already paid towards the total fee for participation in the Fair. These amounts will be credited against the above lump sum compensation.
4. In case of cancellation of participation, the Organiser will be entitled to make available the exhibition space to a third party and will not be liable to any considerations for the Exhibitor under the Agreement and the Exhibitor shall not report any claims against the Organiser in connection with the activities undertaken by the Organiser according to the Agreement prior to its termination, and in particular in connection with the publication of participation information about the Exhibitor in the Exhibition Catalogue despite the cancellation, if the removal of such information would be extremely difficult.

VI. Exhibition Catalogue:

§ 9

1. In connection with the conclusion of the Agreement, the Exhibitor undertakes to make available to the Organiser information materials about the Exhibitor in order to be posted on the webpage of the Fair.
2. The scope of information on the Exhibitor, and the nature of the materials concerning the Exhibitor placed on the webpage of the Fair, determines the description of the materials to the catalogue provided by registration system.
3. The Exhibitor undertakes to provide the information materials to the Organiser no later than 20 days before the Fair through the registration system.
4. In the event of failure to send the Exhibitor materials within the period referred to in paragraph 3, the Organiser shall not be required to post any information on the Exhibitor in information materials section.
5. The Organiser has the right to refuse to place in the Exhibition Catalogue materials, which he deems contrary to his standards in terms of quality, aesthetics, or which might raise doubts as to the legality or morality, e.g. as a violation of the rights of third parties.
6. Unless the Agreement states otherwise, the final form of presentation of the information materials and how they are distributed is decided by the Organiser.

§ 10



1. By concluding the Agreement, the Exhibitor declares and warrants that the information provided by the Exhibitor's information materials will not infringe any rights of third parties, in particular:
 - a) in case if these materials are subject to copyrights, the Exhibitor is entitled to copyrights or the Exhibitor has a license authorising him to allow for the use of these copyrights in the scope resulting from the Agreement and these Regulations,
 - b) in case if these materials contain an image of a person who has consented to the use of their image in the scope resulting from the Agreement and these Regulations,
 - c) in case if these materials use a trademark, the Exhibitor has the rights to the trademark or the Exhibitor has a license authorising him to allow for the use of the trademark in the scope resulting from the Agreement and these Regulations,
 - d) in case if the above materials use designation of a company, the use of the sign in the scope resulting from the Agreement and these Regulations shall not constitute a breach of the right to the company of the Exhibitor or any other entity,
 - e) in case if the above materials use any legally protected marks, information or designs, their use in the field under the Agreement and these Regulations shall not constitute a violation of the Exhibitor or any other entity,
 - f) placement of the materials provided by the Exhibitor in the Exhibition Catalogue and their distribution within the framework of this issue of the Exhibition Catalogue shall not be an act of unfair competition, unfair market practices or other illegal activities.
2. In case any third party has any claims with respect to the Organiser or intends to impose on the Organiser or any entities connected with the Organiser any penalties for untrue statements and assurances referred to in paragraph 1, even sanctions resulted from the invalid judgments or decisions, the Exhibitor shall be, due to decision of the Organiser, obliged to pay to the Organiser a specific sum of money to cover claims, penalties and related costs or other damages incurred by the Organiser, or to take other action to remove the adverse effects for the Organiser, including directly to the entities asserting claims or requesting sanctions.

§ 11

1. In case if the material provided by the Exhibitor to the Exhibition Catalogue are subject to copyrights, signing the agreement on these Exhibitor's materials grants to the Organizer a license that is:
 - a) non-exclusive,
 - b) for an indefinite period, but not less than the end of the duration of the Fair, at which time the license cannot be terminated,
 - c) without territorial restrictions for its use, with the right to authorise third parties to use the licensed works in scope of this license, including the right to authorise the exercise of dependent copyright to the licensed works.
2. For the granting the license referred to in paragraph 1, the Exhibitor shall not be entitled to remuneration (license free of charge), in particular the Exhibitor is not entitled to a separate remuneration for the use of songs licensed for individual, distinct fields of use.
3. The license referred to in paragraph 1 covers the following fields of use:
 - a) in the field of preservation and reproduction of works covered by the license - the production of a specific technique of copies of works, including printing, reprographic, magnetic storage and digital technique,

- b) in terms of trade in the original or the copies on which the works covered by the license were recorded - putting on the market, lending or rental of the original or copies,
 - c) in terms of distribution of works covered by the license in a manner other than specified in point 2) - public performance, exhibition, display, broadcasting and re-broadcasting, and communication to the public in such a way that everyone can have access to it at a place and time individually chosen by them.
4. A part of the license referred to in paragraph 1 the Exhibitor authorises the Organiser to use in the fields of use referred to in paragraph 3, the elaborations of works covered by the license, if they are developed in the framework of the Exhibition Catalogue.

§ 12

1. In case if the material provided by the Exhibitor to the Exhibition Catalogue constitute the use of trademarks, by signing the Agreement the Exhibitor grants to the Organiser, regarding the signs used in materials that will be transferred to the Organiser, the license (or sub-license) that is:
- a) non-exclusive,
 - b) limited to the use of signs in the content of the Exhibition Catalogue and distribution of the Exhibition Catalogue containing these signs, in particular by the free circulation of copies of the Exhibition Catalogue made by the Organiser,
 - c) for an indefinite period, but not less than the end of the duration of the Fair, at which time the license cannot be terminated.
2. The conclusion of the Agreement by the Parties shall be deemed as conclusion of a license agreement (or sub-license), referred to in paragraph 1, in written form.
3. The Exhibitor waives the right to request that the use of trademarks in the field referred to in paragraph 1 was combined with an indication that the use of it is on the basis of a license (or sub-license), by affixing the sign indicating this fact in the contents of the Exhibition Catalogue.

VII. Transfer, use and return of exhibition space:

§ 13

1. The Organiser undertakes to provide the Exhibitor, and the Exhibitor agrees to receive from the Organiser the exhibition space after paying the total fee for participation in the Fair, but no earlier than one and a half day before the Fair, and with the reservation that the transfer of the area shall not take place later than one day before the Fair begins, whereby a specific date and time of receiving of the area falling during the above time period, during the hours of 8.00 am to 04.00 pm the Organiser will transfer by e-mail on five days before the Fair.
2. On the date established in the manner referred to in paragraph 1 the Parties sign the transfer protocol of the exhibition space, confirming that the area actually given to the Exhibitor corresponds to the area defined in the Agreement and was released in a condition fit for the agreed use under the Agreement, and that it has no drawbacks limiting its usefulness or preventing it from the agreed use. If the protocol is signed by persons other than individuals authorised to represent the Exhibitor in accordance with the principles of open registry and rules of representation of the Exhibitor or by the Exhibitor in person, the person signing the protocol on his behalf should attach a written power of attorney or its copy confirming the authorisation to sign the protocol on behalf of the Exhibitor.

3. In case the Exhibitor or the authorised person fails to appear on the set date in the manner referred to in paragraph 1, to sign the transfer protocol, or unfoundedly refuses to sign it, the protocol unilaterally signed by the Organiser shall be sufficient proof of the ascertainment of the actual status referred to in paragraph 2 and the transfer of the given to the Exhibitor space in such condition. The refusal to sign the protocol will be considered unfounded if the Exhibitor fails to demonstrate that the condition of the area significantly differs from its determination in the Agreement.

§ 14

1. The Exhibitor has the right and obligation to create the exhibition space of the fair exhibition in accordance with the theme of the Fair, through the execution of the relevant work, but only in scope:
 - a) which will not be considered for the execution of construction works within the meaning of the Act from 7 July 1994 Building Code, in particular that would require to obtain a building permit, apply to the competent authority or complete other duties of the administrative and legal nature,
 - b) which does not cause any permanent changes in the exhibition space, i.e. such changes that have not been corrected before the deadline of returning the area, by bringing the area to the state before its transfer to the Exhibitor, in the manner and in the state, referred to in § 16,
 - c) which will be compatible with the rules of fire safety, will provide an appropriate sanitary condition of the exhibition space, proper order and cleanliness in Wrocław Exhibition Centre, an aesthetic appearance of exhibition consistent with the theme of the Fair and good custom and respect for the rights of third parties, and also will satisfy the requirements of safety of people present in Wrocław Exhibition Centre and the safety of property in Wrocław Exhibition Centre.

§ 15

1. The Exhibitor will provide the Organiser with an exhibition plan of the exhibition space at least 14 days before the Fair begins.
2. Within 3 days from receipt of the exhibition plan the Organiser may report to the Exhibitor objections to the exhibition plan of the exhibition space, which if they are related to violations beyond the scope referred to in § 17, the Exhibitor is obliged to take into account. After passing the deadline for filing objections, the Exhibitor shall proceed to create the exhibition, and if objections have been raised, the Exhibitor may proceed to making the exhibition with consideration to those objections.
3. Failure to notify objections by the Organiser referred to in paragraph 3 does not exempt the Exhibitor from responsibility for ensuring the exhibition state created in the exhibition space, in accordance with the scope referred to in § 17.
4. The Exhibitor may carry out works towards creating the exhibition between hours 7.00 am - 10.00 pm from the day of the exhibition space transfer, in accordance with § 16 and the works should be complete no later than at 8.00 pm on the day before the Fair. After the deadline referred to in the preceding sentence, the Exhibitor will be able to complete only those works that are not associated with contamination of the exhibition space, in particular, the Exhibitor may complement the equipment of the exhibition. After the above deadlines, it is prohibited to paint, sand, fill and perform other work polluting the environment.

5. The condition for enabling the people designated by the Exhibitor to enter to the exhibition space to complete the works setting up the exhibition is the appointment by the Exhibitor of a person authorised to supervise these people.

§ 16

1. In the course of the Agreement, the Exhibitor undertakes to comply with the order regulation issued by the Organiser, communicated to the Exhibitors, although those regulations may only apply to organisational and law enforcement matters, such as the rules for the use of the trade object sector intended for use by all Exhibitors, rules relating to security, including fire and sanitation safety and rules ensuring cleanliness and order, specifying the opening hours of the trade Facility for the Visitors to the Fair, and for performing technical activities by the Exhibitors. Giving the regulations within the scope referred to in the preceding sentence for the attention of the Exhibitors or a change of such regulations not going beyond such scope, even if effected during the term of the Agreement, shall not be considered an amendment to its provisions or a change of the contractual relationship between the Parties in the manner of the introduction or amendment of the draft agreement because the Exhibitor agrees in advance to the specification and changes of housekeeping regulations within the necessary scope as above, in conformity with the day-to-day decisions of the Organiser, if such changes do not go beyond the scope of the powers and obligations of the Exhibitors arising from the other provisions of the By-Laws or the Agreement.
2. The Exhibitor may use the parts of the Wrocław Exhibition Centre designed for use by all the Exhibitors, in a way not disturbing the use by the other Exhibitors, in particular of the devices situated in those parts, and of internal roads and car parks.

§ 17

1. After the end of the Fair, the Exhibitor shall, by 10:00 pm, bring the exhibition space to the condition in which it was transferred to the Exhibitor (normal wear taken into account) and deliver the exhibition space to the Organiser on the basis of a transfer report. Before the end of the Fair the Exhibitor may not perform any dismantling of the stand or leave it. If the dismantling operations are started before the end of the Fair, the Organiser has the right to request the Exhibitor a contractual penalty in the amount of 1,000 zł.
2. On the day of the deadline for transfer of the exhibition space, the Parties shall sign the acceptance protocol of the exhibition space transfer, confirming that the area was released to the Organiser in a condition found in the protocol. If the protocol is signed by persons other than individuals authorised to represent the Exhibitor in accordance with the principles of open registry and rules of representation of the Exhibitor or by the Exhibitor in person, the person signing the protocol on his behalf should attach a written power of attorney or its copy confirming the authorisation to sign the protocol on behalf of the Exhibitor.
3. In case the Exhibitor or the authorised person fails to appear on the set date to sign the transfer protocol, or unfoundedly refuses to sign it, the protocol unilaterally signed by the Organiser shall be sufficient proof of the ascertainment of the actual status referred to in paragraph 2. The refusal to sign the protocol will be considered unfounded if the Exhibitor fails to demonstrate that the condition of the area significantly differs from its determination in the Agreement.
4. In case if the Exhibitor fails to complete the agreement, which are mentioned in paragraph 1, as at the day of the lapse of the time limit for area release, the Organiser may order the substitutive performance of those liabilities to an entity selected by itself or meet those

liabilities on its own, at the Exhibitor's cost, without the need to require authorisation to do so from the court, however, in the event of the Exhibitor failing to collect the things left at the exhibition area the Organiser may, at its discretion, sell them and count the obtained funds towards the costs of the substitutive performance or destroy such things at the Exhibitor's cost. The Organiser shall also have the right, without using force or violence, to carry out factual activities aiming at the emptying of the exhibition area and retaking its possession from the Exhibitor if the latter would not meet those liabilities on its own, and the Exhibitor irrevocably authorises the Organiser to do the above, which will not be considered wilful infringement of possession in view of the above authorisation.

5. To ensure order and safety during the closing of the Fair the Exhibitor accepts that vehicles to collect the display elements will be allowed on the premises of the Fair Facility from 10:00 pm on the last day of the Fair.

VIII. Liability of the Parties:

§ 18

1. The Organiser is liable on general terms before the Exhibitor and third parties for the due condition of the Wroclaw Exhibition Centre and undertakes to maintain third party liability insurance as appropriate for the Organiser's activity.
2. The Organiser shall not be responsible for any damages (including personal injury) caused to third parties in connection with the actions or omissions of the Exhibitor.
3. In case of making any claims of third parties with respect to the Organiser or imposing on the Organiser or entities connected with the Organiser of any sanction in respect of actions or omissions of the Exhibitor, for which the Exhibitor is responsible, even if the sanctions resulted from the invalid judgments or decisions, the Exhibitor will be obliged by choice of the Organiser to pay to the Organiser a specific sum of money to cover claims or penalties and related costs or other damages incurred by the organizer, or to take other action to remove the negative effects for the Organiser, including directly to entities making claims or requesting sanctions.
4. The Organiser shall not be liable for damage or loss to property the Exhibitor caused by third parties or solely the fault of the aggrieved party.
5. The Organiser shall not be liable for damage or loss to property the Exhibitor caused by force majeure and independent from the Organizer interruption in the supply of water, electricity, gas.
6. The Exhibitor is obliged to insure himself from civil liability, and to insure his property located in the Exhibition Object, the insurance should cover the duration of the Fair, with the period of transfer and release of the exhibition area.
7. The Exhibitor is financially responsible for damages caused to the property of the Organiser. Such liability also covers damage caused by persons performing on behalf of the Exhibitor creation and dismantling of exhibition in the exhibition area.
8. The exhibits must not be placed in the gangways. Demonstrations of the Exhibitor's goods and services cannot endanger the safety of persons present in Wroclaw Exhibition Centre, or the object itself.
9. The Organiser reserves the right to not agree to:
 - a) placement by the Exhibitor in Wroclaw Exhibition Centre exhibits which are considered dangerous or troublesome,

- b) presentation of the Exhibitor's services in Wrocław Exhibition Centre, which are considered dangerous or troublesome.
10. Placing goods at the Fair or demonstration of services that require providing the specific technical conditions or special conditions of safety, requires the consent of the Organiser.
11. The Exhibitor shall be solely responsible for the exhibits, the damage caused by the exhibits and appropriate protection of exhibits throughout the duration of storage of exhibits in Wrocław Exhibition Centre.

IX. Advertisement:

§ 19

1. The Exhibitor may, on the basis of a separate agreement with the Organiser and for a fee, take advantage of the capabilities of different advertising publications.
2. It is prohibited to advertise any third party at the Wrocław Exhibition Centre without the consent of the Organiser.
3. The insertion of advertisements and distribution of advertising materials outside the exhibition area and the issuance of announcements of any sound or music audible outside the exhibition area requires the consent of the Organiser and paying an additional charge.

X. Personal data:

§ 21

1. Whenever by virtue of the provisions of the Agreement or the Regulations the Exhibitor provides the Organiser with personal data of private individuals for the purposes relating to the performance of the Agreement, the Exhibitor declares and assures that it has obtained such data with the consent from the persons to whom such data pertains in the meaning of Article 23 paragraph 1 item 1) of the Personal Data Protection Act of 29 August 1997 or that the Exhibitor is authorised, in conformity with the binding legal provisions, to process the data of those persons on other grounds and to transfer such data to the Organiser for the purpose following from the provisions of the Agreement or the By-Laws, and the Organiser shall be entitled to process the data on that basis on its own account for the above purposes.
2. In the case referred to in paragraph 1, the Exhibitor delivers to the Organiser the contact details of private individuals whose contact details may be processed by the Organiser thus enabling the provision of information to those persons on the conditions relating to the commencement of the processing of their data by the Organiser in conformity with the binding legal provisions, and the Organiser sends those persons notices containing relevant information as per the sample used by the Organiser.
3. In case any third party has any claims with respect to the Organiser or intends to impose on the Organiser or any entities connected with the Organiser any penalties for untrue statements and assurances referred to in paragraph 1, or failure to perform or improper performance of the obligations referred to in paragraph 2, even sanctions resulted from the invalid judgments or decisions, the Exhibitor shall be, due to decision of the Organiser, obliged to pay to the Organiser a specific sum of money to cover claims, penalties and related costs or other damages incurred by the Organiser, or to take other action to remove the adverse effects for the Organiser, including directly to the entities asserting claims or requesting sanctions.

XI. Final provisions:



§ 22

1. During the performance of the Agreement the Organiser may use third parties ensuring the proper performance of the Agreement.

§ 23

1. The Organiser reserves the right to obligate those persons participating in/visiting the Fair who violate the provisions of the Regulations or good merchants' manners to leave the Wrocław Exhibition Centre.

§ 24

1. The Exhibitor undertakes to maintain the secrecy of the Agreement with all appendices thereto, in particular with regard to the prices of the services rendered by the Organiser. The contents of the Agreement may be disclosed to third parties only on the basis of the universally binding provisions of law.

§ 25

1. The Exhibitor may not sublease the exhibition area or render it for use by third parties, for a fee or free of charge, without written consent from the Organiser.

§ 26

1. In the event that through the exclusive fault of the Organiser the Exhibitor's participation in the Fair proves impossible, the Organiser shall return to the Exhibitor the whole of the remuneration paid by it to the Organiser in relation to the conclusion of the Agreement.
2. The Organiser shall return the remuneration referred to in paragraph 1 to the Exhibitor within one month from the day on which the Exhibitor's participation in the Fair proves impossible through the exclusive fault of the Organiser.

§ 27

1. The Exhibitor expresses consent to the use by the Organiser, free of charge, of photographs and audio and video recordings containing the presentations of the Exhibitor's display at the Fair for the purposes of information on and the promotion of the Organiser's activity. This consent includes, in particular, fields of exploitation such as advertising brochures, leaflets, posters, webpages. The Organizer ensures that the materials resulting from the use of photographs or recordings mentioned in the first sentence will be created in a professional and aesthetic manner and will contain an adequate description, indicating the name of the Exhibitor.

§ 28

1. Amendment to the Agreement must be in writing to be valid.

§ 29

1. The governing law for the Agreement shall be Polish. In the event that any of its provisions proved to be invalid, the parties agree that their intention was to conclude the Agreement, as to the remaining part also without the provisions affected by the possible invalidity. In the case of conclusion of the Agreement in two language versions, the Polish version shall prevail.

§ 30

1. The competent court for the settlement of disputes relating to performance of the Agreement is the court of the Organiser's office.