

1. General Provisions

1.1. These Regulations, together with the Appendix and the application form, shall constitute an agreement for participation in the Trade Fair.

1.2. Terms or phrases used in these Regulations shall have the following meanings:

1.2.1. TwK – Targi w Krakowie spółka z ograniczoną odpowiedzialnością with its registered office in Krakow, at ul. Galicyjska 9 (31-586).

1.2.2. Trade Fair – an event organised by TwK.

1.2.3. Regulations – these Trade Fair Regulations.

1.2.4. Appendix – a document being a supplement to these Regulations and specifying dates, deadlines and detailed rules of participation in the Trade Fairs organised by TwK and selected by the Exhibitor.

1.2.5. Exhibitor – a natural person, an organisational unit without legal personality, i.e. a commercial partnership or a legal person conducting a business activity, presenting an offer compliant with the thematic scope of the Trade Fair, who rents a specified area at the Trade Fair.

1.2.6. Co-exhibitor – an entity which, with the knowledge and consent of the Exhibitor and after the registration of its presence with the organiser of the Trade Fair, co-uses the exhibition stand with the Exhibitor and presents its own goods or services using its own staff.

1.2.7. Exhibitor Panel – an electronic platform used for comprehensive handling of the Exhibitor's orders, collection of data on ordered services and equipment and invoicing of orders placed by the Exhibitor in subsequent editions of the Trade Fair.

1.2.8. Exhibitor Registration Fee – a non-refundable handling fee paid by the Exhibitor in accordance with the Regulations, the amount of which shall be determined by TwK, and the obligation to pay which arises in connection with the Exhibitor's submission of the application for participation in the Trade Fair in the Exhibitor Panel.

1.2.9. Trade Fair Grounds – the space where the Trade Fair takes place and the area accompanying it (car parks, roads), immanently connected with the Trade Fair.

1.2.10. Occupancy of an Exhibition Stand – the physical appearance of the Exhibitor's representatives at the Trade Fair to receive the Exhibitor's package (in particular trade fair ID badges).

1.2.11. PMT – Project Manager of a Trade Fair – the TwK employee responsible for a given Trade Fair, indicated on the event website given in the Appendix, under the Contact tab.

1.2.12. Trade Fair Commencement Date – the day, month, year and time of commencement of the first day of the Trade Fair, as indicated in the Exhibitor's Application Form, current at the time of the Exhibitor's submission to the Exhibitor Panel.

1.2.13. Trade Fair Closing Date – the day, month, year and closing time of the last day of the Trade Fair as specified in the Appendix.

1.2.14. Assembly Day – a day or days and hours indicated by TwK in the Appendix during which the Exhibitor is entitled to perform exhibition stand assembly.

1.2.15. Disassembly – the day or days and hours indicated by TwK in the Appendix during which the Exhibitor is obliged to disassemble its stand.

1.2.16. Infrastructure Fee – an additional, obligatory Fee paid by the Exhibitor for ordering undeveloped exhibition space in accordance with the order in the Exhibitor Panel. The Infrastructure Fee includes: disposal of mixed municipal waste; stand cleaning (including: emptying rubbish bins, vacuuming the floor covering/wiping down hard floor surfaces); marking out of the ordered exhibition space; verification of the technical de-

sign of the stand; OHS and fire protection supervision; power supply during stand assembly and disassembly; assembly badges; free parking on assembly days.

1.2.17. Fees – all fees related to participation in the Trade Fair, including those related to the period for the preparation, course and closing of the Trade Fair, which the Exhibitor is obliged to pay, in particular the Exhibitor Registration Fee and the Infrastructure Fees.

1.2.18. Exhibits – objects constituting or representing products, goods or services offered or presented by the Exhibitor during the Trade Fair.

2. Conditions of participation in the Trade Fair

2.1. The conclusion of the agreement for participation in the Trade Fair between TwK and the Exhibitor takes place after the Exhibitor sends an application in the Exhibitor Panel, at the moment when TwK confirms the application for participation in the Trade Fair.

2.2. Confirmation of the application for participation in the Trade Fair by TwK takes place by changing the status of the order in the Exhibitor Panel to "accepted for execution" by the date specified in the Appendix.

2.3. The order for exhibition space, stand equipment and any other orders for additional services offered by TwK in connection with the Trade Fair must be placed in the Exhibitor Panel by the dates specified in the Appendix and are binding upon confirmation by TwK. Only orders placed after the commencement of stand assembly can be placed at the Trade Fair reception and are only fulfilled, if possible, upon payment in advance.

2.4. Notwithstanding any other provisions of the Regulations the Exhibitor may forfeit its right to participate in the Trade Fair upon:

- failure to pay any of the Fees by the date specified in the Regulations and the Appendix;
- failure to comply with the provisions of the Regulations and/or the Appendix.

In the above-mentioned cases TwK may submit a statement to the Exhibitor on the termination of the agreement for participation in the Trade Fair without notice.

2.5. In the event of termination of the agreement for participation in the Trade Fair without notice as provided for herein, TwK shall have the right to demand from the Exhibitor payment of the unpaid Fees resulting from the application in the Exhibitor Panel as established at the moment of TwK's statement of termination of the agreement without notice and/or compensation, and the Exhibitor shall not be entitled to a refund of the Fees paid previously.

2.6. TwK may refuse to confirm the application for participation in the Trade Fair without providing reasons. In such a case, it shall notify the Applicant in writing of its refusal to confirm the application for participation in the Trade Fair within the time limit indicated in the Appendix.

2.7. If TwK refuses to confirm participation in the Trade Fair, the Exhibitor shall only be entitled to a refund of the Fees paid by it. The Exhibitor shall not be entitled to any other claims as a result of the refusal to confirm the entry.

2.8. The Exhibitor shall be obliged, at TwK's request, in particular prior to confirmation of its participation in the Trade Fair, to deliver to TwK, within the time limit specified in such request, a Trade Fair participation application form generated from the Exhibitor Panel and signed by the Exhibitor or the person authorised to act on behalf of the Exhibitor with a handwritten signature or a qualified electronic signature. For the request to be effective, it is sufficient for TwK to submit it in documentary form and send it to the e-mail address provided by the Exhibitor in the Exhibitor Panel.

3. Terms of Payment

3.1. The amount of Fees for participation in each Trade Fair is specified by TwK in the price list in the Exhibitor Panel or in the Appendix.

3.2. The net price is the guaranteed price, while the gross price is determined by adding VAT at the applicable rate.

3.3. The Exhibitor is obliged to pay the Fees in full by the date specified in the Appendix.

3.4. Payment may be made in instalments, in accordance with the rules set out in the Appendix.

3.5. In order to occupy an exhibition stand, it is necessary to document payment of all fees or to settle them on the spot.

3.6. All bank transfer costs and exchange rate differences shall be borne by the Exhibitor.

3.7. TwK issues invoices without value added tax (VAT) for the Fees to foreign contractors, provided that the recipient is not a company with its registered office or permanent place of business in Poland. In order to issue an invoice without the value added tax (VAT) to foreign contractors, it is necessary to provide the EU VAT ID in the Issuer's Panel and, in the case of a contractor from outside the EU, to provide TwK with a document confirming business activity in a given country.

3.8. All advance payments and Exhibitor Registration Fees credited to TwK's bank account on the last working day of a given month will be invoiced on the first working day of the following month at the earliest.

3.9. In the event that advance invoices documenting prepayments made cover the entire payment for services rendered, TwK will issue a final (settlement) invoice after the service has been rendered only upon the request of the Issuer, provided that such a request is received by TwK in time to enable the issuance of the invoice within the statutory deadline (by the 15th day of the month following the month in which the service has been rendered).

3.8. All advance payments and Exhibitor Registration Fees credited to TwK's bank account on the last working day of a given month will be invoiced on the first working day of the following month at the earliest.

3.9. In the event that advance invoices documenting prepayments made cover the entire payment for services rendered, TwK will issue a final (settlement) invoice after the service has been rendered only upon the request of the Issuer, provided that such a request is received by TwK in time to enable the issuance of the invoice within the statutory deadline (by the 15th day of the month following the month in which the service has been rendered).

4. Withdrawal and Resignation from Participation in the Trade Fair

4.1. In the event that the Exhibitor submits to TwK a statement of withdrawal of its participation in the Trade Fair within the time limit specified in the Appendix, all amounts paid by the Exhibitor shall be refunded, except for the Exhibitor Registration Fee. Settlements with the Exhibitor relating to withdrawal of participation in the Trade Fair will be made within 30 days of the Trade Fair Closing Date.

4.2. In the event of the Exhibitor's statement of withdrawal from participation in the Trade Fair being submitted to TwK within a period shorter than that specified in the Appendix or the Exhibitor's failure to occupy a stand, the Exhibitor shall be obliged to pay the full amount resulting from the orders placed and all documented costs incurred by TwK in connection with the Exhibitor's registration and subsequent withdrawal from participation in the Trade Fair or failure to occupy a stand.

4.3. The Exhibitor is obliged to submit the declaration of withdrawal from participation in the Trade Fair in writing under pain of nullity; however, the withdrawal shall be qualified as resulting from 4.1 or 4.2 The date of the postmark or the date of confirmation of submission of the statement to TwK's registered office shall be decisive. An electronic form of this statement is acceptable provided that it is signed by a person authorised to represent the Exhibitor with the use of a secure qualified electronic signature and delivered to the e-mail address indicated in the Appendix.

5. Design and development of exhibition space, stand

5.1. Ready-built space

5.1.1. If the Exhibitor orders a ready-built space, TwK provides the construction of the stand in the octagonal system with the equipment described in the Exhibitor Panel.

5.1.2. Any changes to the stand equipment and ordered media submitted by the Exhibitor after the deadline indicated in the Appendix will be implemented as far as possible. The Exhibitor relinquishes all potential claims against TwK if TwK cannot implement changes submitted after the indicated deadline.

5.1.3. It is forbidden to place Exhibits or advertising materials on the stand walls by means of a technique that causes or is likely to cause permanent damage to the stand walls. In the event of damage, TwK will charge the Exhibitor with the additional costs of repairing the damage caused.

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

5.2. Undeveloped space

5.2.1. The Exhibitor who orders an undeveloped space and subcontracts the stand construction to an entity other than the one indicated by TwK shall be obliged to familiarize itself with the technical, fire safety and OHS regulations for the stand construction contractors specified in the Appendix; to inform TwK of the name of the stand construction contractor; and shall, no later than 30 days prior to the commencement of the stand construction/arrangement, submit a ready stand construction/arrangement design for TwK's approval. The design should present two projections of the structure with indication of its height, be legible and include the necessary description. The submitted design should cover the allocated space, be compliant with the construction law and other regulations and standards applicable in Poland and with the Trade Fair regulations. The Contractor shall obtain approval for the design before commencing development. In the event of non-acceptance of the design referred to above, TwK may deny access to the Trade Fair grounds to the entity having to carry out such development, and the Exhibitor waives any potential claims against TwK on this account. A statement by TwK on refusal of access to the Trade Fair grounds for the reasons specified above shall at the same time constitute a termination of the agreement for participation in the Trade Fair without notice.

5.2.2. The Exhibitor ordering undeveloped space is obliged to pay the mandatory Infrastructure Fee resulting from the ordered space in the amount indicated in the Appendix.

5.2.3. The Exhibitor who orders undeveloped space and subcontracts the construction of a stand to an entity other than the one indicated by TwK is obliged to place its stand number in a visible place. If no number is available, TwK may perform this service for an additional Fee in accordance with the price list in the Exhibitor Panel.

5.2.4. The entity constructing/arranging an individual stand shall be obliged to hold proprietary copyrights or licences to individual stand designs produced for the purposes of the Trade Fair. TwK shall not be liable to third parties for any infringement of intellectual property rights by the entity performing the development/arrangement of the space ordered in the Exhibitor Panel.

5.2.5. By submitting the completed design for approval to TwK, the Exhibitor declares that it owns the copyrights or, as the case may be, the appropriate licences to the submitted design, and that the design does not infringe any third party's intellectual property rights.

5.3. TwK reserves the right to change the allocated stand

location without incurring any liability on this account.

5.4. The Exhibitor is obliged to assemble the stand and disassemble it within the deadlines provided in the Appendix.

5.5. The Exhibitor is liable for its own acts and omissions and those of third parties it uses in connection with its participation in the Trade Fair, including for compliance with these Regulations, all regulations indicated in the Appendix, technical, fire and safety regulations and fire safety instructions in force on the Trade Fair grounds and for damage caused to TwK or third parties. If a breach of the above-mentioned regulations is found, TwK shall be entitled to demand that the breaches be discontinued, and if they are not discontinued, TwK may terminate the contract with the Exhibitor without notice.

5.6. It is forbidden for building contractors to disturb the structure of floors, walls, ceilings and to make any permanent changes in the Trade Fair Grounds. In the event that damage is found, TwK will charge the Exhibitor with the additional costs associated with the removal of the damage caused.

5.7. Upon completion of stand assembly and disassembly, the Exhibitor shall be obliged to remove all residues (cardboard boxes, foils, boards, etc.) from the Trade Fair grounds. If the area is left untidy, TwK will order cleaning works at the Exhibitor's expense.

5.8. Electricity, water and sewage, compressed air and Internet connections may only be made by persons authorised by TwK after they have been ordered in advance in the Exhibitor Panel.

5.9. All electrical, water and compressed air installations must not be put into operation until they have been accepted and released for use by an authorised employee designated by TwK.

5.10. All ordered media are available at the stand only during the hours the Trade Fair Grounds is available for Exhibitors. The need for round-the-clock access to the ordered media must be reported in the Exhibitor Panel.

5.11. Any faults in the supply of utilities must be reported immediately to the reception of the Trade Fair. TwK is not liable for damages resulting from irregularities on the part of the Exhibitor or caused by a failure of the utility provider. In the event that a defect is not reported immediately, TwK is entitled to charge the Exhibitor with the costs of removing the defect and the costs of repairing the damage caused.

6. Co-exhibitors

6.1. The Exhibitor is obliged to register Co-exhibitors. TwK reserves the right to refuse to confirm participation in the Trade Fair without giving reasons.

6.2. The Co-exhibitor is obliged to comply with the Trade Fair Regulations and any rules and regulations listed in the Appendix, and the Exhibitor is liable for its actions as for its own.

6.3. The Co-exhibitor shall have the rights of the Exhibitor, provided that the Exhibitor orders and pays for the Co-exhibitor Package in the Exhibitor Panel or the Co-exhibitor pays for it itself.

6.4. The Exhibitor shall not be entitled to sublet any further developed or undeveloped space or to transfer it in any form to any other person.

7. Exhibits

7.1. Exhibits must be located inside the stand, may not be placed in passageways, and equipment demonstrations must not impede or prevent the safe movement of participants or disturb their peace.

7.2. TwK reserves the exclusive right to provide services of hanging construction and advertising elements to hall ceiling structures (girders).

7.3. TwK reserves the right to refuse to confirm the installation or placement of the Exhibits or to require the Contractor to cease displaying the Exhibits without giving reasons and without incurring any liability on this account.

7.4. The placing on the stand of Exhibits that require special security measures or the need to meet special technical conditions may only take place with the written approval of the PMT.

7.5. If the Exhibits require the provision of certain conditions, the Exhibitor is obliged to obtain written confirmation from TwK that these conditions can be met.

7.6. The Exhibits must comply with safety standards, fire regulations and be marked in accordance with the requirements of the State Labour Inspection, they must not breach the rights and freedoms of third parties, and in particular they must not contain content that is vulgar, defamatory, offensive, promoting or justifying any form of intolerance, etc.

7.7. The Exhibitor is exclusively liable for the Exhibits, in particular for any damage they may cause, any improper security measures (also while the Exhibits remain in exhibition rooms after they have been closed to visitors), and has the sole responsibility to make sure they meet all legal requirements and standards, have obtained all the necessary certificates, attestations, assessments, tests, and sales permits in Poland, and have passed all the legally required submission, registration or notification procedures.

7.8. The Exhibitor is obliged to own the copyrights, licences and other rights to the Exhibits on the exhibition stand and used by the Exhibitor in connection with participation in the Trade Fair. TwK is not liable for the breach by Exhibitors of any intellectual property rights (including, in particular, industrial design, utility model, trademark) or copyright of third parties.

8. Transport

8.1. The import/export of goods by Exhibitors from countries outside the European Union means the entry/ exit of goods into the customs territory of the European Community and gives rise to the obligations laid down in customs legislation, unless international agreements provide otherwise. Exhibitors from a non-member state of the European Community should familiarise themselves with the applicable provisions of Community law (Community Customs Code, Common Customs Tariff) and the internal law of the Republic of Poland (Customs Act and executory provisions).

8.2. In the event that TwK is designated – after receiving approval from TwK – as the consignee for the shipment of the Exhibits, the Exhibitor waives all claims against TwK for non-delivery, damage, improper transport or storage.

8.3. The Exhibitor is obliged to carry out, at its own cost and responsibility, all necessary customs clearance enabling the presentation of the Exhibit at the Trade Fair.

8.4. The need for the use of cranes, fork lifts, etc. shall be notified by the Exhibitor to the PMT by the deadline indicated in the Appendix. The Exhibitor is obliged to notify the PMT by the deadline indicated in the Appendix. Exhibits of large size or weight that require setting up prior to stand construction must be notified to the PMT before a stand location is granted. TwK reserves the right to change the stand location due to the technical parameters of the Exhibits.

8.5. The storage of packaging, deposit of Exhibits, auxiliary and other materials is to be arranged individually with the TwK shipper or directly with TwK.

8.6. The official shipper of TwK is the entity indicated in the Appendix.

9. Catalogue, advertising, accompanying events, demonstrations and presentations at the stand

9.1. The entry in the trade fair catalogue shall be provided via the Exhibitor Panel, in accordance with the requirements indicated therein, by the deadline specified in the Appendix. TwK reserves that materials sent by other means, in other forms and/or after the deadline specified in the Appendix may not be included in the trade fair catalogue.

9.2. From the moment of the delivery of the entry to the trade fair catalogue by the Exhibitor, the Exhibitor declares that it has the proprietary copyrights to the materials and consents to the free use by TwK, without time or territorial limits, of the materials provided to TwK in connection with the entry, in particular the logo, other textual, graphic, photographic or film materials, in information, promotional and advertising materials connected with the Trade Fair within the scope of recording by any technique without quantitative limits on any carrier, reproduction without quantitative limits in any technique, including printing, through electronic recording on any medium, introduction into computer memory and multimedia networks without quantitative limits, including transmission within the aforementioned networks, distribution, including placing on the market, broadcasting with the use of vision, reproduction and exhibition, making available to the public in such a way that everybody can have access to them.

9.3. The Exhibitor undertakes to fully satisfy the claims of third parties in the event that such third parties file claims against TwK for breach of intellectual property rights in connection with TwK's use of the materials referred to in Item. 9.2.

9.4. TwK shall not be liable for editorial errors and omissions in the trade fair catalogue nor for the print quality of the materials submitted which do not comply with the specific guidelines indicated for them in the Exhibitor Panel.

9.5. It is forbidden to photograph or film other people's Exhibits presented at the stands during the Trade Fair without the consent of those concerned.

9.6. TwK reserves the right to film and take photos of the booths, document accompanying events, shows, presentations, events, including those organised by the Exhibitor in or around the booth, and use these materials for its own purposes, without any obligation toward the Exhibitor or any third party. The Exhibitor shall declare that the above does not violate the rights of any third parties and that they have acquired a permission, transferable to TwK, to publish the image of their representatives, guests, collaborators or any other parties affiliated with them, regardless of the legal basis of their relationship, as well as any booth staff, and hereby authorises TwK, without any restrictions as to place and time, and free of charge, to publish the image of these persons for the purposes of TwK's operations. Exhibitors shall provide TwK with the originals of all declarations and consent forms signed by their representatives and booth staff, as mentioned above. The Exhibitor shall repair any damage that may be sustained by the TwK or for which TwK may become liable or which it may be obliged to repair as a result of any claim against TwK resulting from a false declaration made by the Exhibitor.

9.7. TwK is not liable for breach of the rights of Exhibitors or third parties resulting from their legal protection of the invention, industrial design, copyright etc.

9.8. The maximum individual sound level of the stand may not exceed 55 dB. It is forbidden to direct

speakers towards neighbouring stands.

9.9. The intention to use wireless microphones at the stand must be notified to the PMT. TwK may not allow the use of the specified frequency.

9.10. In the case of the reproduction of music and/or audio-visual material, the Exhibitor shall be obliged to pay all dues related to public performance and other rights, in accordance with the Act on Copyright and Related Rights.

9.11. During the Trade Fair all presentations, advertising activities or entertainment programmes at the Exhibitor's stand may take place with the prior consent of the PMT. They must not in any way disturb other Exhibitors or interfere with the general order of the Trade Fair.

9.12. Any advertising outside the stand may only take place in the forms agreed with the PMT and upon payment of the relevant Fee. Advertising placed without the PMT's consent will be removed at the Exhibitor's expense and responsibility.

9.13. The Exhibitor is obliged to notify TwK by the date indicated in the Appendix of the list of guests/speakers of the relevant accompanying event of the events organised at the stand.

9.14. TwK shall be entitled to refuse to give its consent for organisation of an event at the stand and may at any time oblige the Exhibitor to cancel it if it considers that it may, in particular, lead to a breach of the law, rules of social coexistence, good manners, damage the good name of TwK, any of the Exhibitors, guests or sponsors/partners of the Trade Fair or may in any way endanger the course of the Trade Fair. Failure by the Exhibitor to comply with such a decision by TwK shall entitle TwK to take lawful measures leading to the prevention of the event from taking place at the stand at the cost 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.

9.15. Notwithstanding the provisions of paras. 9.7 and 9.14, TwK assumes no responsibility for the organisation of the event at the stand, in particular for its course, theme and organisation. The Exhibitor-organiser of the event at the stand shall be solely and fully liable for the above and for satisfying any claims related to that (also those made by TwK).

10. Organisation of the Trade Fair and regulations

10.1. The Exhibitor is obliged to comply with the building and fire safety regulations in force on the Trade Fair grounds and to comply with specific regulations applicable to its business activities and to present – upon TwK's request – the relevant permits, if such are required by law.

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 shall be obliged to occupy the Trade Fair stand, arrange it and leave the Trade Fair grounds within the time allocated by TwK for the preparation of the exhibition. During the Trade Fair, the presence of the Exhibitor's representative is required at least half an hour before the commencement of the Trade Fair and half an hour after its conclusion.

10.4. In situations motivated by fortuitous events, at the PMT's consent, upon payment of the Fee as set out in the Appendix for each commenced hour of extension of the Installation Day, the installation of the display may be extended.

10.5. During the Trade Fair, the Exhibitor and its representatives are obliged to wear the badge received from TwK.

10.6. Without the consent of the PMT, the Exhibitor may not bring persons other than stand personnel onto the Trade Fair grounds.

10.7. During the opening hours of the Trade Fair, the stands shall be open to the public. Any temporary closure of the stand requires the prior consent of TwK.

10.8. The Exhibitor is obliged to remove from the stand and the Trade Fair grounds empty, unnecessary or not belonging to the display packaging before the commencement of the Trade Fair.

10.9. Stall cleaning by the Exhibitor during the opening hours of the stall may not interfere with the course of the Trade Fair or hinder visitors' access to the stalls.

10.10. The devices connected at the Exhibitor's stand may not exceed the power ordered by the Exhibitor. In the event of non-compliance with this stipulation, the Exhibitor will be charged with all costs associated with the repair of damage to the electrical supply and the payment of compensation.

10.11. Exhibitors renting a seminar room or any other additional space in addition to this are obliged to use it exclusively for the purpose of the rental, to pay for any damage caused during the rental and to respect the rental hours of the room. Cancellation of the booked room/additional space is only possible according to the terms described in clause 4.

10.12. Exhibitors shall adapt the size of their booth and its arrangement to their own needs, taking into account all scheduled presentations, advertising and promotional activities, entertainment programmes and events in such a way as to ensure respect for the rules and regulations in force during the trade show, avoid blocking any common spaces and disrupting the activity of other exhibitors. Exhibitors shall bear the sole responsibility in this respect.

10.13. The Exhibitor shall be obliged to comply with the provisions of the Act on Upbringing in Sobriety and Counteracting Alcoholism of 26 October 1982 (consolidated text: Journal of Laws of 2002 No 147, item 1231).

10.14. Throughout the trade show, the Exhibitor shall obey all applicable laws, especially those related to medicinal products and medical devices, including the provisions of the Act of 7 April 2022 on medical devices, also with regard to the Exhibitor's duty to register as an economic operator in the understanding of the above-mentioned act, and to register the Exhibit, as well as all provisions regulating the sale, marketing for sale or use, distribution, delivery, sharing, installation, launch and use, as well presentation of medicinal products and medical devices, and shall be fully liable in that scope.

11. Safety – insurance

11.1. TwK accepts no liability for accidents to persons or damage to or destruction of the Exhibits on the Trade Fair grounds before, after and during the Trade Fair.

11.2. TwK shall not be liable for vehicles or other movable property left on the Trade Fair grounds.

11.3. TwK shall not be liable for damage caused by burglary to the exhibition premises or storage areas, for damage caused through the fault of the Exhibitor, for interruption in the supply of utilities and for damage caused by force majeure such as, but not limited to, epidemics, strikes, riots, fire, flooding and weather phenomena such as lightning, hurricane, flood, hail, rain.

11.4. TwK shall not be liable for any claims arising from the sales by Exhibitors of products, or their marketing for sales or use, distribution, delivery, sharing, installation, activation and use or presentation, including medical products and devices, in a way that contravenes binding legal provisions.

11.5. The Exhibitor is obliged to insure himself against civil liability arising from participation in the Trade Fair, as well as to insure the Exhibits. A certificate that the required insurances have been taken out must be produced to TwK upon request.

11.6. It is forbidden to bring onto the Trade Fair grounds weapons, replicas of weapons, explosives and objects the use of which may endanger the safety of persons present at the Trade Fair.

11.7. Exhibitors, their representatives, employees or collaborators suspected of being infected or suffering from an infectious disease within the meaning of the Act on the Prevention and Control of Infections and Infectious Diseases in Humans are prohibited from participating in the Trade Fair.

12. Disassembly of exhibitions

12.1. It is not permitted to disassemble the exhibition and remove the Exhibits before the closing date of the Trade Fair as indicated in the Appendix.

12.2. The Exhibitor shall disassemble the exhibition, remove the Exhibits and restore the occupied exhibition space to its original state by the date indicated by TwK in the Appendix. If the area is left untidy, TwK will order cleaning works at the Exhibitor's expense.

12.3. In situations motivated by fortuitous events, with the PMT's consent, the dismantling of the display may be extended upon payment of the Fee as indicated in the Appendix for each commenced hour of extended disassembly.

12.4. Exhibition elements, exhibits and other equipment left without TwK's approval and not removed by the Exhibitor during the Disassembly Period shall be deemed abandoned property which shall pass without compensation to TwK.

13. Complaints and claims

13.1. All complaints and claims arising from participation in the Trade Fair shall be submitted in writing not later than on the Trade Fair Closing Date indicated in the Appendix. After this period, the Exhibitor's claims for participation in the Trade Fair expire.

13.2. All agreements between the Exhibitor and TwK and all decisions and declarations resulting therefrom shall be in writing under pain of nullity.

14. Cancellation, postponement, shortening or partial closure of the Trade Fair

14.1. In the event of circumstances beyond its control, in particular when, due to force majeure, including sanitary or epidemiological regulations, the conclusion of agreements on the basis of which the organisation of the Trade Fair is impossible or limited, or the introduction of other legal provisions according to which the organisation of the Trade Fair will not be possible or its organisation will require the introduction of limitations relating in particular to its organisation or course, TwK reserves the right to cancel, shorten, postpone or partially close the Trade Fair on one or more occasions or to limit the area of the Trade Fair, including the limitation of the individual exhibition area of the Exhibitor. Within the scope of its rights referred to in the previous sentence, TwK may freely use the indicated possibilities, including simultaneously. For the avoidance of doubt, it is understood that the exercise of the above rights by TwK does not require the consent of the Exhibitor in order to be effective.

14.2. In cases where the Trade Fair is shortened, postponed, partially closed or the area of the Trade Fair is limited, including the limitation of the Exhibitor's individual exhibition area for reasons referred to in clause 14.1, clause 4.1 of these Regulations shall cease to be valid.

14.3. Subject to clause 14.4 of the Regulations, in the cases set out in clause 14.1, the Exhibitor shall not be entitled to any compensation.

14.4. In the event that the Trade Fair is cancelled for the reasons referred to in clause 14.1, the Exhibitor waives its claims for reimbursement of the mandatory Exhibitor Registration Fee. The remaining amount of the Fees paid by the Exhibitor shall be refunded within 30 days of the cancellation of the Trade Fair or, at the Exhibitor's request, may be credited towards participation in the next edition of the Trade Fair.

14.5. If the Exhibitor has not paid all fees due to TwK in accordance with the Fees Regulations, in the event of the cancellation of the Trade Fair for the reasons set out in clause 14.1, the Exhibitor shall be obliged to pay the Exhibitor Registration Fee.

14.6. Notwithstanding other cases specified in the Regulations, TwK shall be entitled to cancel the Trade Fair due to the low number of Exhibitors registered, without incurring any liability on this account. For the avoidance of doubt, cancellation of the Trade Fair in the above circumstances shall not constitute an admission of liability against TwK.

14.7. In the event of cancellation of the Trade Fair in the situation referred to in clause 14.6, as well as the cancellation of the Trade Fair through the fault of TwK, the Exhibitor shall only be entitled to a refund of the amounts paid without interest.

15. Final Provisions

15.1. The sale of goods and services by the Exhibitor during the Trade Fair shall be recorded in accordance with the legal provisions applicable to the Exhibitor concerned and the Exhibitor shall be solely responsible for compliance therewith. It is the Exhibitor's responsibility to provide a cash register, if any.

15.2. Exhibitors participating in Fairs organised by TwK are obliged to comply with the regulations in force and to observe these Regulations, Appendices concerning particular Fairs and regulations in force in the facility where the Trade Fair takes place. A list of applicable regulations is provided in the Appendix. Exhibitors who do not adhere to these conditions shall be responsible for any damage suffered by TwK or third parties.

15.3. All disputes that may arise from participation in Fairs organised by TwK as well as works, supplies and services commissioned to TwK by Exhibitors are subject to the jurisdiction of the Court with jurisdiction over the registered office of TwK. The applicable law is Polish law.

15.4. Acceptance of the terms of these Regulations shall take place upon submission by the Exhibitor of an application for participation in the Trade Fair.

15.5. TwK reserves the right to introduce additional regulatory provisions and other changes to the Regulations.

15.6. These Regulations are effective as of 18th January 2023.