

# PARTICIPATION REGULATIONS of 27th International Fair of Machines and Facilities for Water Supply and Sawage Systems WOD-KAN 2019

#### Venue:

Bydgoszcz Fair and Exhibition Centre ul. Gdańska 187, 85-674 Bydgoszcz Poland

#### **Organizer:**

Chamber of Commerce "Polish Waterworks" J. Kasprowicza Str. 2, 85-073 Bydgoszcz

#### Dates and visiting times of the Fair:

21-22 May 2019 opening hours: 10.00 a.m.-5.00 p.m. 23 May 2019 opening hours: 10.00 a.m.-3.00 p.m.

#### Dates and working times of the Fair Office:

20 May 2019 8.00 a.m.-8.00 p.m. During the Fair 10.00 a.m.-5.00 p.m.

#### 1. General

- 1.1. These regulations apply to all participants of the 27<sup>th</sup> International Fair for Water Supply and Sewage Systems WOD-KAN 2019 (hereinafter as the "Fair") organized by the Chamber of Commerce "Wodociągi Polskie" with registered office in Bydgoszcz (hareinafter as the "Organizer"). Participants understood by all persons present on the fairgrounds during the organization of the Fair and persons authorized to stay on the exhibition site before and after their start
- 1.2. These regulations are an integral part of the Fair Participant Agreement.
- 1.3. The regulations are available from the Organizer's Office and Organizer's website at <a href="www.targi-wod-kan.pl">www.targi-wod-kan.pl</a>.
- 1.4. Admission to the venue in the organization of the Fair and other events constitutes acceptance hereof by the participants, as well as a commitment to comply with its provisions.

## 2. Rules of participation

- 2.1. In order to take part of the Fair, an Applicant must send an Application Form, consisting of sections A to G (hereinafter also as the "Application Form"), by 28 Feb 2019. The Application Form must be completed legibly and signed by a person authorised to represent the entering entity, and enclosed a document confirming a 40% prepayment of the Fair participation fee, as results from the Application Form, onto the Organizer's bank account.
- 2.2. The organizer begins accepting applications on 4 January 2019 from 9.00 AM.

  The organizer reserves that application documents sent before the given date will be treated as sent with the date of 5 January 2019 at 9.00 AM.

- 2.3. Application Forms sent after the deadline set in section 2.1. shall only be considered if the Organizer has technical and organizational possibilities, such as availability of exhibition space (hereinafter as "technical and organizational possibilities").
- 2.4. In order for any Application Forms to be accepted after 28 Feb 2019, if there are technical and organizational possibilities, the Company must send a completed and signed Application Form, as in 2.1., with a document confirming an 80% prepayment of the Fair participation fee, as results from the Application Form.
- 2.5. In order for any Application Forms to be accepted after 16 April 2019, if there are technical and organizational possibilities, the Company must send a completed and signed Application Form, as in 2.1., with a document confirming a 100% payment of the Fair participation fee, as results from the Application Form.
- 2.6. Submission of a completed and signed Application Form is equivalent to making an offer for participation in the Fair.
- 2.7. If the Application Form is incorrectly completed, the Organizer can demand that the Application Form be filled out again. The Applicant is responsible for any effects of improper completion of the Application Form.
- 2.8. Applications are considered by the Organizer in order of their submission. Stand location depends on order of submission and technical-organizational conditions.
- 2.9. The Organizer will send confirmation to notify an Applicant that their Application Form has been accepted and a Fair Agreement has been made.
- 2.10.The Organizer reserves the right to refuse entry, even the Application Form (with payment confirmation enclosed) is sent within deadline, on grounds that the Applicant's offer is outside the scope of the Fair or there are no technical and organizational possibilities. In this case the Applicant will be refunded the entire amount paid in respect of the Fair, however, they are not entitled to make any another claims connected with the refusal.
- 2.11. Only those Participants whose offer is compliant with the Fair thematic scope can participate in the Fair. The exhibition scope at respective stands is defined by Exhibitors themselves. However, it is not allowed to exhibit goods going beyond the thematic scope of the Fair.
- 2.12. In case the Exhibitor shares stand with another company, it is obliged to provide information about Co-exhibitor on the application form and pay the appropriate fees for the exhibitor arising from the application form, ie. the charge for co-exhibitor and charge for obligatory catalogue entry.
  - In the absence of information about the co-exhibitor in accordance with the above, Exhibitor will pay a fine in the amount of PLN 1 000 + 23% VAT for each co-exhibitor unreported.
- 2.13. It is not permitted to put prices on exhibits and it is strictly prohibited for the duration of the Fair to remove exhibits from the exhibition premises (even if sold).
- 2.14. In exceptional circumstances, the Organizer reserves the right to change the original stand location. The changes are only allowed in the event of changes in organizational or technical conditions. In such case, the participant is not entitled to compensation.

## 3. Rules and participation fee payment dates

- 3.1. As well as a completed application, a payment receipt for the payment amounting to 40% of the total participation fee (total from Application Form) needs to be sent, except sections 2.3. and 2.4.
- 3.2. Balance due must be paid within deadline resulting from the VAT invoice issued by Organizer.
- 3.3. Organizer shall issue an invoices without the value added tax (VAT) on trade fair services for Exhibitors ordering those services whose seat or permanent place of business activity is situated in the EU Member State or in the country outside of EU, provided that the recipient of the service is not an exhibitor/co-exhibitor who has a seat or permanent place of business activity in Poland.
- 3.4. An invoice without the value added tax (VAT) shall be issued to foreign contractors with a seat or permanent place of business activity in the EU Member State provided that EU VAT ID is given in the forms for ordering trade fair services.
- 3.5. Payments for services ordered in the course of the Fair, which are not included in the Application Form, will be charged when the Fair ends. The Organizer guarantees provision of these services provided that there are technical and organizational possibilities.
- 3.6. A stand and exhibition area will be handed over to Participant on condition that they have paid the amount resulting from the Fair Participation Agreement. If payment of the entire Fair participation costs is not made before the Fair begins, the Organizer reserves the right to refuse to make a stand and exhibition area available or to refrain from handing over materials, until the amount is paid. In this case the Participant is not entitled to make any claims against the Organizer in respect thereof.
- 3.7. Payments are made to a bank account of the Chamber of Commerce "Wodociągi Polskie" no.: Santander Bank Polska S.A.

IBAN: PL 04 1500 1780 1217 8005 5405 0000

SWIFT: WBKPPLPP

- 3.8. Any payments related to Fair participation must be made in the Polish Zloty (PLN), regardless of whether the registered office of the Applicant/Exhibitor is in Poland or not.
- 3.9. The Applicant/Exhibitor bears the cost of all commissions and bank charges.

### 4. Withdrawal

- 4.1. In the event the Applicant/Exhibitor withdraws from the WODKAN Fair after 28 Feb 2019, they are not entitled to prepayment refund.
- 4.2. In the event of withdrawal after 16 Apr 2019, the Applicant/Exhibitor is obliged to pay the entirety of the participation fee arising from the Application Form.
- 4.3. Participation in the Fair can be only cancelled in writing. The cancellation must be sent to the Organizer by registered mail. The cancellation date is the date of letter delivery at the Organizer's Office.
- 4.4. Any changes to the stand arrangement or type requested after 15 Apr 2019 will result in the Applicant/Exhibitor having to pay all costs arising from the stand preparation process. If the Applicant/Exhibitor decides not to use the stand prepared by the Organizer at any time earlier

- than 15 Apr 2019 this does not carry any financial consequences, providing a written declaration is made by the Exhibitor.
- 4.5. An Exhibitor, who fails to meet the conditions specified in the application, i.e. fails to fully participate in the Fair or fails to participate at all, is obliged to pay all costs arising from the Application as well as other costs incurred by the Organizer in this respect.

## 5. Exhibition arrangement, unloading and loading of products

- 5.1. The Organizer will provide a standard stand as per the Exhibitor's order/request and undertakes to ensure additional equipment corresponding to that specified in the Application Form.
- 5.2. Where a stand design or order for additional equipment deviates from standard, additional arrangements with the Organizer are required.
- 5.3. Orders or requests for additional equipment made after 15 April 2019 will be fulfilled depending on the actual possibilities and availability of the ordered/requested equipment. The costs of this equipment can be higher than that provided in the Application Form.
- 5.4 Order of additional equipment or services the day before the Fair , ie 20 May 2019 results in increased costs by 50% compared to the initial price.
- 5.5 Order of additional equipment for stands with individual construction is associated with increase above prices by 50%.
- 5.6. Wiring system in respective stands consists of a distribution board and a main switch and should be made in accordance with applicable regulations. All electrical works have to be performed only by persons holding relevant qualifications and using approved materials only.
- 5.7. Power connections as well as inlet or outlet water and sewage connections are made only by the Organizer's technical staff.
- 5.8. For stands made by the Exhibitor, a stand design must be sent to the Fair Organizer's Office by 5 April 2019 taking into account requirements specified in the annex "Technical and firefighting regulations". In addition, the design must comply with building regulations.
- 5.9. Exhibitors and stand installers are not allowed to:
   put or fit any advertisements, stand structure elements and other objects including floor in the
   structural elements of the hall, prevent or limit access to distribution boards, power switches
   and firefighting equipment, place boards, advertisements and other structures outside the area
   allocated for a given stand.
- 5.10. During preparatory works, on the days from 15 May up to 19 May 2019, the premises are made available to stand installers between the hours of 8.00 a.m. and 9.00 p.m. and on 20 May 2019 between 8:00 a.m. and 7:00 p.m.
- 5.11. The assembler can commence assembly works only following formal delivery/receipt of the area allocated for a given stand. Assembly works should finish on 3 May 2019 at 9.00 p.m. at the latest. 15 May 2019 there are possible only minor finishing work (with the exception of painting, sanding and drilling).
- 5.12. Exhibition stands arrangement must enable access to all technical equipment. The Exhibitor bears full liability if they install a stand that fails to comply with the approved design and building, firefighting or OHS regulations. The Organizer has the right to perform inspections with the aim to determine the accuracy of assembly works. Failure to meet the above requirements results in assembly works being halted, stand delivery being refused and, in the event of gross

- negligence, demand that the stand be disassembled or the stand being disassembled at the Exhibitor's expense.
- 5.13. The Exhibitor is fully responsible for tidying up the neighbouring stands and the areas adjoining the stand each time after finishing assembly works.
- 5.14. When the stands are being built, i.e. between 15 May and 20 May 2019, it is prohibited to park any vehicles next to the halls, in allocated stands or on access road outside. Once materials have been unloaded, all vehicles must be immediately moved to the parking area.
- 5.15. Stands put up by the Organizer are made available to the Exhibitors (with the aim of fitting appropriate equipment and preparing exhibition) 24 hours prior to the opening of the Fair. Stands can be made available to Exhibitors at an earlier time following prior arrangements with the Organizer.
- 5.16. Exhibits, promotional materials, foods and materials intended for stand assembly and equipment fitting brought by foreign Exhibitors are governed by Polish customs regulations.
- 5.17. The Exhibitor is liable for failure to declare goods brought from abroad and in the event customs documents are completed in an incorrect way toward the Polish Customs Office. In the event of clearance of goods intended for stand construction and fitting, it is recommended to use A.T.A. carnets.
- 5.18. Unloading and loading of exhibits and other goods are carried out by the General Forwarder in accordance with the order for services specified in the Application Form.
- 5.19. Exhibits and other materials are transported and forwarded at the cost (as per forwarding rate) and risk of the Exhibitor.
- 5.20. The Exhibitor is obliged to ensure stand service until the Fair closing hours specified by the Organizer. Closing a stand at an earlier time is not allowed. In the event of a stand is closed at an earlier time, the Exhibitor will be charged with a fine in the amount of PLN 5 000 + VAT for each hour.
- 5.21. If a stand is used by two or more companies, it must be stated which of them is a representative before the Organizer.
- 5.22. The Exhibitor is financially liable for damage to a stand's equipment. This also refers to damage caused by elements exceeding declared weight and dimensions.
- 5.23. After official closing of the Fair, the Organizer does not ensure supervision of exhibits and equipment left at the stand. Stands must be disassembled and closed within 8 hours of closing the Exhibition. The responsibility for protection of property within that time lies with the Exhibitor who should secure the stand on its own.
- 5.24. After stand disassembly, the Exhibitor is obliged to tidy up occupied exhibition area and deliver it to the Organizer.
- 5.25. In the event of delay in exhibit and stand elements disassembly not previously agreed with the Organizer, the Organizer reserves the right to remove left elements at the Exhibitor's risk and cost. Removal and liquidation of the stand takes place within 8 hours of the close of the Fair and the next day at 8.00 am 10 pm Protection of property at this time is the responsibility exhibitor who should protect them on their own.
- 5.26. After disassembly works are finished, the Exhibitor is obliged to leave the exhibition area, adjoining traffic routes and neighbouring stands clean and tidy (remove any walls, linings, remains of adhesive tape, paint etc.). Stand elements not removed during disassembly works are considered abandoned property. They will be removed and recycled at the Exhibitor's cost.

Moreover, the Participant may be charged for additional costs connected with a failure to hand over exhibition area to the subcontractors and object administrator

#### 6. Admission cards and invitations

- 6.1. Participants and stand service staff have (including hostesses) special ID badges issued by the Organizer which authorise them to remain on the premises of the Bydgoszcz Trade Fair and Exhibition Centre during the Fair and closedown. The ID badges cannot be transferred to third parties.
- 6.2. Exhibitors receive admission cards of which the number depends on the stand size:

Stands up to 12 square meters - 3 ID badges,

Stands from 13 to 20 square meters - 4 ID badges,

Stands from 21 to 48 square meters – 6 ID badges,

Stands over 48 square meters 8 ID badges.

6.3. Each Exhibitor receives a pool of free paper invitations:

Stands up to 48 square meters – 20 invitations,

Stands above 48 square meters – 30 invitations.

If necessary, additional invitations can be obtained from the Organizer's Office until 15 March 2019.

6.4. Parking cards for Exhibitors are allocated depending on the ordered exhibition area. However, due to a limited number of space, no more than two cards are allocated for one stand, authorizing the vehicle to leave during the event, and hours, referred to in point. 8.8.

## 7. Catalogue, advertisements, photographs and videos

- 7.1. Each Exhibitor and Co-Exhibitor must publish a paid entry containing company address and telephone details as well as basic information on company operations in the Exhibitor's Catalogue as per the form published on website www.targi-wod-kan.pl.
- 7.2. Exhibitor may order additional entries in the directory also represented companies providing these entities entered in the application form.
- 7.3. Each Exhibitor can order a paid advertisement in the printed fair catalogue as per the price list. Materials to be printed should be provided to the Organizer's Office by 15 March 2019 at the latest.
- 7.4. The Organizer does not guarantee that an order will be fulfilled in the event materials for the catalogue or paper are received after the appointed deadline or in the event the order form is completed in an incorrect way.
- 7.5. The exhibitor has the right to advertise their offer exclusively on the stand. Keeping the promotion of products, services, in any form, advertising outside Exhibitors stand is possible only with the consent of the Organizer after the order appropriate forms (sound advertising, advertising in the fair catalogue, billboards on the fence, balloons, boards, etc.). No consent authorizes the Organizer to remove advertising at the expense and risk of the person/entity advertiser and charge the fee ordinal representing 200% of the amount resulting from the application form.

- 7.6 Lack of consent of the Organizer to perform any advertising activities by the Participant results in the removal of the advertisement at the cost and risk of the Participant and the Participant's payment of the order fee in the amount of PLN 10,000.
- 7.7. Sound advertisements are possible only through the fair speaker system after making an appropriate request at the Fair Office.
- 7.8. The Organizer reserves the right to film and take pictures of the stands and use the materials thus obtained for promotion of the Fair without any obligation toward respective Exhibitors and third parties.
- 7.9. The Exhibitor has the right to film and take pictures of their stands, providing this does not disturb the Fair.
- 7.10. Taking pictures and filming of the exhibition areas by third parties requires consent from the Organizer.

## 8. Regulations

- 8.1. Each participant is obliged to adhere strictly to the "Rules of technical and fire safety regulations."
- 8.2. Exhibitors and employees of companies carrying out stand installation works are obliged to acquaint themselves with the arrangement and location of the emergency fire-fighting equipment and hydrants as well as their use in the event of fire hazard.
- 8.3. All participants are obliged to immediately follow fire safety instructions as may be given from time to time by the Organizer's firefighting staff and security staff.
- 8.4. Exhibitors and installation companies are fully liable for any damage caused as a result of equipment operation or actions by operators during exhibition preparation, at the time it is held and during stand disassembly.
- 8.5. The Organizer will indicate waste and rubbish storage venues and clean such venues on a regular basis.
- 8.6. The Exhibitor is obliged to remove exhibit packaging from the stand and adjoining traffic routes on the day before the Fair opening day at the latest (20 May 2019 to 4 p.m.)
- 8.7. During the Fair, stands will be tidied up every day commencing on 20 May 2019 in the evening and at night. This service is provided for all stands, except for locked rooms and houses located in the external area.
- 8.8. Repairs of damage and stand interior changes can be made when the exhibition areas are closed to the public. Exhibitors can enter the exhibition areas on the Exhibition day between the hours of 8.00-9.00 a.m. and 6.00-7.00 p.m.
- 8.9 Leaving a vehicle without the prior consent of the organizer in the marketplace outside of above hours and hours of the event referred to in Clause 8.8 will result in a fee of PLN 200 gross per vehicle per market day for vehicles with parking permits referred in Section 6.5. In the case of other vehicles (without parking card) fee will amount to 300 PLN.
- 8.10. Traffic and emergency routes must not be obstructed. It is prohibited to park vehicles and store exhibits and packaging in places not intended for this purpose. Vehicles and materials left in traffic routes or places not intended for will be removed at the expense and risk of the Exhibitor or stand installer.
- 8.11. The Organizer has the right to restrict road traffic, in particular lorry traffic on the days preceding the Exhibition by introduction of deposit entry cards. In the event declared

- parking time is exceeded, collected deposit is not refunded.
- 8.12. The Organizer reserves the right to refuse to install an exhibition at the stand in the event it is considered to be unsafe or nuisance to the surrounding environment.
- 8.13. Mechanical vehicles and motor driven equipment can be exhibited inside the exhibition hall. While presenting vehicles and motor driven equipment, all applicable safety requirements must be observed. They run for demonstration purposes is permissible only in the external area, with the consent of the Organizer.
  - Exposing a motor vehicle or device with an internal combustion engine in the exhibition hall, including the date of insertion and export exposure, each must be agreed with the Organizer, taking into account regulations stand building and fire regulations. In justified cases, especially security-related events and persons on the facility, the Organizer reserves the right to refuse the presentation of the vehicle or machine in the exhibition hall offering alternative booth in the outdoor exposure.
- 8.14. Road traffic rules are to be observed on the exhibition premises. Maximum speed for mechanical vehicles cannot exceed 20 km per hour.
- 8.15. Each Exhibitor and Participant is obliged to comply with the Regulations and follow instructions given by the Organizer. They are liable for any misconduct on their own part and on the part of their employees and co-exhibitors.
- 8.16. During preparation works, for the duration of the Fair and during disassembly, the Organizer acts as the owner of the premises which entitles him to give instructions binding upon all Participants, visitors and technical staff.
- 8.17. In the event of public performance of music, the Exhibitor is obliged, through its own efforts, to obtain consent from institutions appointed to manage copyrights and pay in their favour remuneration as may be appropriate. Each participant must respect applicable regulations regarding copyright and similar rights.
- 8.18 It is forbidden to show live animal as the part of exhibition without the Organizer's permission.
- 8.19. It is prohibited to bring to the Fair guns, ammunition, explosives and objects posing a threat to people's safety and other objects or substances prohibited in applicable law.

## 9. Insurance, protection of exhibition premises.

- 9.1. The exhibition area is protected by the Organizer's security team.
- 9.2. All Participants are recommended to buy individual liability insurance in respect of participation in the Fair as well as insurance of their property (exhibited products, equipment and devices at the stand etc.) brought to the Fair.
- 9.3. The Organizer is not liable for any damage or loss of Participant's property, caused by a third party, or solely through a fault of the aggrieved party, force majeure, through interruption in the supply of water, electricity or gas (compressed air) for which the Organizer is not responsible, or other similar causes occurring prior, during or after the Fair.
- 9.4. The Organizer's liability is not excluded for reasons listed in section 9.3. if the Organizer takes special protection measures for the exhibition area, listed in section 9.1.
- 9.5. The Exhibitor is obliged to provide necessary services for their stands from the opening of the exhibition halls until their closedown.

- 9.6. Persons who are in a state of considerable intoxication, or under the influence of drugs or trying to bring the above. agents or other dangerous objects will not be letting the Fair.
- 9.7. It is forbidden to carry on any acquisition activities, advertising, promotional, not agreed with the Organizer.
- 9.8. In the event of failure to comply with these Regulations The organizer reserves the right to immediately implore violating the Fair area and prevent re-entry, and in justified cases call the Police.

## 10. Complaints and claims

- 10.1. Any complaints by Fair Participants against the Organizer must be lodged in writing or shall be otherwise void.
- 10.2. Complaints in respect of stand preparation, including their location and size, as well as exhibition area must be lodged in the Fair Office the day before the Fair opens. Other complaints and claims related to participation in the Fair must be lodged during the Fair, and, if it was impossible for reasons outside the Participant's control, within 14 days of the date when the Fair closes. Complaints and claims lodged later than this shall not be accepted.
- 10.3. A complaint must be lodged in such a way so that its verification is possible, i.e. In a way that will enable the Organizer's representatives to collect suitable evidence, such as photographs, statements from other Fair participants etc. If collecting evidence is not possible for reasons related to the Participant, the Organizer shall investigate a complaint by assessing the facts provided by the Participant in accordance with the Organizer's knowledge and experience.
- 10.4. Oral arrangements between Participants and the Organizer of the Fair and any decisions and declarations must be confirmed in writing under pain of nullity.
- 10.5. The Organizer will commence complaint investigation procedure immediately upon receipt of the same.
- 10.6. The Fair Commissioner and persons authorized by him are the only representatives of the Organizer authorised to take decisions related to preparation and execution of the Fair.

## 11. Final stipulations

- 11.1. All Participants must comply with applicable EU regulations and legal regulations of the Republic of Poland.
- 11.2. The technical and firefighting regulations form is an integral part of these Participation Regulations. The Regulations are to be observed by all Participants in the WOD-KAN Fair 2019.
- 11.3. Participants failing to meet these Regulations or to follow instructions given by the Organizer are fully liable for any damage and loss incurred by the Fair Organizer or third parties.
- 11.4. In cases outside the Organizer's control, the Organizer reserves the right to cancel, shorten, reschedule, introduce organizational changes or partially close the Fair. In such case, Participants are not entitled to compensation or reduction in participation fees.
- 11.5. Data contained in Application forms will be used by the Chamber of Commerce "Wodociągi Polskie" for marketing and statistical purposes and for the purposes connected with organization of another edition of the Fair.
- 11.6. In the event of breach of the Regulations, the Organizer has the right to charge the Exhibitor with an additional fee in the amount of 50% of the participation fee.

- 11.7. Any disputes arising in connection with participation in the Fair and works, deliveries as well as services requested from the Organizer will be settled by competent courts in Bydgoszcz.
- 11.8. These Regulations remain in force until 1 December 2018.