

Terms and Conditions of 4 Design_Days 2022
27-30 January 2022
International Congress Centre (ICC), Katowice

1 General Provisions

1.1. The provisions of these Terms and Conditions apply to all participants, including exhibitors and partners of 4 Design_Days 2022 organized by Polskie Towarzystwo Wspierania Przedsiębiorczości S.A. (PTWP) with its registered office at Plac Sławika i Antalla 1, 40-163 Katowice.

1.2. 4 Design Days 2022 will be held on January 27-30, 2022 and will be open to the public in the following time-frame:

January 27, 2022 – 10.00 a.m. - 6.00 p.m. (only for professionals, industry days)

January 28, 2022 – 10.00 a.m. - 6.00 p.m. (only for professionals, industry days)

January 29, 2022 – 10.00 a.m. - 6.00 p.m.

January 30, 2022 – 10.00 a.m. - 6.00 p.m.

2 Conditions for Participation

2.1. The Exhibitor undertakes to read these Terms and Conditions and to comply with their provisions.

2.2. The Exhibitor shall acquire the right to participate in the Trade Fair after sending a completed and signed copy of the Order concerning participation in the Trade Fair, by the date and to the address specified in the Order Form (hereinafter referred to as "the Form") or on the basis of signed partnership agreements and after paying the full contractual payment no later than 7 days before the commencement of the Trade Fair.

2.3. The acceptance of the Form and the location of the allocated exhibition area shall be determined by the Organiser arranging the exhibition space at their discretion and in accordance with what the Organiser believes to be the most optimal arrangement at the time of the Trade Fair. Acceptance of the application concerning the exhibition area shall each time be confirmed by the representative of PTWP.

2.4. The rented exhibition area may be used exclusively by the Exhibitor. This area should be adapted in an aesthetic and complete manner, including the aesthetic development of the so-called back of the exhibition stand. In the case of lack of such development, PTWP shall build it at the cost of the Exhibitor in the octanorm system for the price of an express service.

2.4.1. Exhibitors wishing to exhibit brands, items (including cars) other than those originally declared must obtain consent and an updated valuation of services provided by PTWP.

3 Services provided by PTWP

3.1 PTWP provides time and space for assembly and disassembly, as well as standard and additional equipment reserved on the basis of the order and the prepaid, so called "built-up stands", described in the Price List of trade fair services. The Exhibitor shall perform the remaining assembly and disassembly works, transport inside the Venue on their own, at their own expense and upon the consent of PTWP.

3.2 PTWP will make it possible to purchase extended partner packages defined in the exhibition Price List and created according to individual exhibitor's needs.

3.3 PTWP undertakes to clean the passageways at specified times, empty the trash bins provided by PTWP, dispose of waste (except for large-size constructions), and take necessary security measures.

3.4. The Exhibitors shall insure their stands, tools and assembly equipment as well as protect their objects against theft.

3.5 PTWP provides the Exhibitors with the possibility of:

– performing assembly works 24 hours per day within the purchased exhibition space:

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| ICC MULTIFUNCTIONAL ROOMS "A", "B", "C", THE UPPER FOYER OF THE ICC, | from 8.00 a.m. on 23/01/2022 (Sunday) to 2.00 a.m. 27/01/2022 (Thursday) <i>(attention: performing dust-generating works is prohibited from 8:00 p.m. on January 26, 2022 (Wednesday))</i> |
| LOWER FOYER OF THE ICC | from 7:00 p.m. on 23/01/2022 (Sunday) to 02:00 on 27/01/2022 (Thursday) |

– performing disassembly works 24 hours per day

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| ICC MULTIFUNCTION ROOMS "A", "B", "C", THE UPPER FOYER OF THE ICC, THE LOWER FOYER OF THE ICC | from 6:30 p.m. on 30/01/2022 (Sunday) to 10:00 p.m. on 31/01/2022 (Monday) |
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3.6. The Exhibitor may sublease exhibition space to third parties only upon PTWP's written consent.

3.7. The Exhibitor is entitled to place additional orders by means of the Form. Services not included and not priced in the Form shall be priced individually by PTWP to the extent possible and shall be provided after the Exhibitor has accepted their price and scope.

3.8. The Exhibitor shall be obliged to complete the construction works at the stand on time, i.e. by 8:00 p.m. on 26/01/2022, preceding the beginning of 4 Design Days 2022. By the specified time, the passageways at each stand must be clear of assembly and other materials assigned to the stand. Minor finishing and maintenance works must end before 2.00 a.m. on 27/01/2022. Failing to meet any of the obligations stipulated in this item, the Exhibitor shall be liable to pay to PTWP a penalty in the amount of PLN 30,000 net (in words: thirty thousand zloty) within 7 days of receiving the VAT invoice.

3.9. The Exhibitor shall be obliged to have their stand manned, cleaned and fully equipped on the day of the official commencement of the Trade Fair scheduled for 27/01/2022 as well as on each day of the Trade Fair, i.e. until 8.00 a.m. .

3.10 The assembly of stands must not result in the occupation of an adjacent or other part of any exhibition area or passageway. In such a case, the Exhibitor shall be charged an additional fee of PLN 2,000 net (say: two thousand zloty) for each commenced hour of occupancy of an unpurchased space and the Exhibitor undertakes to pay it within 7 days of receiving the VAT invoice from the PTWP.

3.11. PTWP reserves its right to determine a schedule, zones and hours of possible assemblies, as well as rules of temporary and deposit-based use of technical parking lots in order to ensure efficient performance of assembly and disassembly works. PTWP shall inform the Exhibitor about such regulations no later than 7 days before the Trade Fair starts.

3.12. Performing suspensions in the ICC is possible only by an authorized representative indicated by the Organiser. The Organiser may refuse consent or withdraw consent for the performance of suspension at any time.

3.13. Any unauthorized performance of suspensions may result in the Exhibitor being expelled from the Trade Fair and being fined up to PLN 100,000 net (in words: one hundred thousand zloty) as well as being charged with the costs of dismantling the suspensions by an authorized subcontractor.

3.14. On the premises of the ICC catering (e.g. refreshments, banquets etc.) for the needs of exhibitors can be ordered only through selected caterers cooperating with, and indicated by, PTWP S.A. and PTWP Event - Center Sp. z o.o.

4 Payment Terms

4.1. The Exhibitor shall pay to PTWP remuneration for the ordered services. The remuneration minus the amount of prepayments specified in the order shall be paid to PTWP's account indicated in the order not later than two months before the beginning of 4 Design Days 2022, after the delivery of the pro-forma invoice to the Exhibitor.

4.2 If any of the prepayments is not paid within the deadlines declared in the Order Form, PTWP reserves the right to withdraw from this agreement and cancel the reservation of space without setting any additional date and the Exhibitor shall have no right to make any claim against PTWP.

4.3. The Exhibitor consents to the recording (photo/video) by a PTWP representative of stands and activities at the stands and to the use of this material for advertising and promotional purposes on Internet platforms, in social media, other events and publications of issued by PTWP.

5 Rules on Cancellation

5.1 Within the following deadlines and on the below-mentioned conditions the Exhibitor is entitled to cancel all or some of the services ordered in the Order (contractual right of withdrawal against a payment of a withdrawal fee). Should the Exhibitor cancel the order for services, the Exhibitor shall make the following payments to PTWP:

- 25% of the estimated remuneration if the order is cancelled between the signing of the Agreement and 150 days before the 4DD 2022 start date
- 75% of the estimated remuneration if the order is cancelled between 149 and 70 days before the 4DD 2022 start date
- 100% of the estimated remuneration if the order is cancelled later than 69 days before the start date of 4DD 2022.

5.2 Cancellation of participation in 4DD must be made in writing and must be sent to marketing@ptwp.pl by an authorised person.

5.3. For other services ordered by the Exhibitor, but not included in the order, the Exhibitor shall pay within 14 days from the date on which PTWP issued the invoice.

6 Exhibition Spaces

6.1. PTWP allocates space to the Exhibitor and indicates its location and stand serial number.

6.2. The Exhibitor is required to label exhibits.

6.3. PTWP reserves the right to refuse to exhibit items which it considers to be inconsistent with generally accepted aesthetics or dangerous.

6.4 The Exhibitor making their own stand is obliged to specify the demand for additional paid power (in kW) and the anticipated power supply (one phase/three phase) in the Technical Form, sent out by the subcontractor indicated by PTWP.

7 Development of Exhibition Spaces

7.1 The Exhibitor is responsible for the artistic design of the stand.

7.2 It is not permitted to dismantle the exhibition and remove exhibits before the official closing of the Fair.

7.3. The Exhibitor who fails to dismantle their stand on the date indicated above shall be charged with the costs of disassembly commissioned by PTWP to a third party and shall be liable to paying an

additional fee of PLN 30,000 net (in words: thirty thousand zloty). PTWP is authorized to issue an invoice without the Exhibitor's signature for the above mentioned service.

7.4. The height of exhibition stands may not exceed 5 m from the floor.

8 Disciplinary Rules

8.1. The Exhibitor and the stand personnel shall be authorised to enter the premises of the Trade Fair during its preparation, duration and liquidation upon producing an badge issued by PTWP. The Exhibitor shall be obliged to send to promocja@ptwp.pl a list of persons authorized to enter the fairground. The list must contain the following details of each authorized person: name, company, position, mobile phone number, e-mail address.

8.2. The Exhibitor and their personnel are authorised to enter the external technical car park by car for the purposes of assembly and disassembly on the condition of holding the temporary entrance card issued by PTWP against the payment of a deposit made in cash. Cards allowing to enter the interiors of the International Congress Centre (multifunctional halls "A", "B", "C", excluding the upper and lower foyers) are issued by PTWP on an individual basis. Any person may be denied entry at the discretion of PTWP.

8.3. During the opening hours of the Trade Fair the stands must be accessible to visitors and manned by Exhibitor's personnel.

8.4. Exhibits must not be placed in passageways adjacent to the stand so as not to impede the safe movement of Exhibitors and visitors.

8.5. During the opening hours of the Trade Fair car traffic in the Venue is prohibited, with the exception of authorized services.

8.6. The Exhibitor is obliged to return the area and stands to the Organiser in an orderly condition, emptied of the objects brought onto the area by the Exhibitor or persons acting on their behalf, in a condition not deteriorated beyond normal wear and tear, together with equipment delivered to the Exhibitor.

8.7. In the case of damage to the area or stand, excluding damage resulting from force majeure, the Exhibitor shall be obliged to remove such damage within the deadline specified by PTWP. Should the Exhibitor fail to remove or improperly remove the damage within the aforementioned deadline, PTWP shall be entitled to remove the damage at the Exhibitor's expense (substitute performance).

8.8. Trade fair visitors, exhibitors, staff, guests and speakers, may move around the fairground only in designated trade fair areas after purchasing a ticket sold by PTWP or an intermediary indicated by PTWP or as a result of receiving a pass and are obliged to comply with the rules and regulations of the premises and fire protection regulations of the International Congress Centre in Katowice, and in particular not to bring onto the premises any hazardous or pyrotechnical materials or any materials that might result in fire or other damage to property or health.

8.9. Pets are allowed on the premises of 4 Design Days; they must be properly secured and their owner is responsible for them

8.10. Dust-generating assembly and disassembly works require appropriate equipment (among others, the use of so-called dust extractors) and protection in the form of masking films, protecting cutting elements from falling into floor canals or protecting against paint stains under pain of paying a fine of up to PLN 5,000 net (in words: five thousand).

8.11. Any assembly or disassembly involving heat or paints and solvents, especially welding, that may cause a fire, must be performed by persons with proper authorization and fire-fighting or other fire protection.

8.12. Participants of 4 Design Days are not allowed to hand over any tickets (assembly, standard, premium, open day tickets) to outsiders or other participants

8.13. The sound system within the stands must not disturb other exhibitors and its intensity must be accepted by PTWP.

8.14. Persons under the age of 18 must be accompanied by a guardian.

8.15. The Exhibitor must not disassembly the stand before the end of 4 Design Days under pain of paying a fine of PLN 10,000 net (in words: ten thousand).

8.16. Access to the technical car park for the purposes of assembly, disassembly, or replenishment of the materials at the stand during 4 Design Days between 27/01-30/01/2022 is possible upon producing the temporary entry card received from the organizer and after the payment of a PLN 300 (in words: three hundred) cash deposit at the security post located at the entrance gates, entitling its holder to a 3-hour stay in the car park. After the 3 hours the price for each hour of using the car park is a PLN 100.00 (say: one hundred) additional fee.

9 Insurance and Security

9. The Exhibitor is obliged to insure themselves against civil liability arising from participation in the Fair, to insure the objects and equipment located at the stand, as well as insure the persons constructing the stand as well as those working at it – and in particular to follow and enforce occupational health and safety regulations.

9.2. PTWP shall not be liable for accidents, theft or damage to the exhibits located in the exhibition areas before, after and during the Trade Fair.

9.3. PTWP monitors the exhibition space between the closing time of the Trade Fair and the opening time on the following day. Surveillance may be disrupted (the so-called blind spot) due to stand construction.

9.4. In exceptional cases, force majeure and circumstances remaining beyond its control, PTWP reserves the right to cancel, shorten, postpone or close 4 Design Days 2022, including evacuating occupants of facilities due to security alerts, including bomb or fire alarms. In such a case the Exhibitor shall not be entitled to compensation.

9.5. PTWP shall not be responsible for damages caused by theft, fire, explosion, flooding, power outage, water outage and force majeure.

9.6. Exhibitors and partners of 4 Design Days 2022 are obliged to observe the rules and fire regulations of the International Congress Centre.

10 Fire Protection

10.1. Electrical work can be done by an electrician designated by PTWP.

10.2. On the premises of the Trade Fair it is prohibited to:

- smoke,
 - partially or completely block passageways and evacuation routes,
 - use open ("live") flames and gas cylinders,
 - use makeshift electrical systems,
 - bring chemical, flammable or other hazardous substances into the exhibition area,
 - obstruct passageways and roads providing access to fire-fighting equipment and block escape routes.
- consume alcohol and be under the influence of alcohol

11 Advertisement

11.1. The Exhibitor has the right to advertise their goods or services only at their stand, unless individual arrangements with the Organiser provide otherwise.

11.2. Each Exhibitor is obliged to write a biographical entry about their company and send the entry together with the company's logo to PTWP no later than by 04/01/2022 to the following address: promocja@ptwp.pl. The submitted biographical entry must include the company's logotype in JPG and eps format (outlines), contact details and a brief description of the company (400 characters with spaces).

11.3. It is prohibited to publish advertisements related to 4 Design Days 2022 around the premises of the International Congress Centre and in public places not intended for this purpose

12 Complaint Procedure

12.1. Complaints must be submitted to PTWP in writing to the address of PTWP's registered office with a note "Promotion Department", within 3 days from the date of occurrence of the situation, or to the e-mail address: promocja@ptwp.pl. Complaints posted after the above-mentioned deadline shall not be considered.

13 Final Provisions

13.1. To matters not regulated herein, the provisions of the Civil Code shall apply.

13.2. The Exhibitor is obliged to comply with all recommendations and regulations relating to anti-epidemiological or other actions aiming to improve public health and safety issued by state, provincial or local authorities. PTWP may include these provisions in separate rules constituting part of these Terms and Conditions.

13.3. By signing the Fair Participation Order the Exhibitor declares they have accepted these Terms and Conditions. At the same time the Exhibitor declares that they have read the Terms and Conditions, accepted the provisions stipulated herein, and undertakes to comply with them.