

# **TERMS AND REGULATIONS OF TSW 2020 FRUIT AND VEGETABLES INDUSTRY FAIR**

## **1. NAME OF THE FAIR**

Fruit and Vegetables Industry Fair TSW 2020, hereinafter called the Fair.

## **2. . DATE AND OPENING HOURS**

15–16 January 2020

15 January 2020 roku (Wednesday) – opening hours 9.00–17.00

16 January 2020 roku (Thursday) – opening hours 9.00–16.00

## **3. PLACE**

Ptak Warsaw Expo Nadarzyn, 62 Katowicka Ave, Nadarzyn, Poland

## **4. ORGANISER**

Oficyna Wydawnicza Oikos Sp. z o.o., ul. Kaliska 1 m. 7,02-316 Warszawa tel.: 22 822 03 34,  
faks: 22 822 66 49,e-mail: tsw@tsw.targi.pl KRS Warszawa nr 00000-82863,  
NIP 118-00-09-226, Funding Capital 393.000 zł

## **5. TRADEMARK**

The trademark of the TSW Fruit and Vegetables Industry Fair is owned by Agrosimex Sp. z o.o., Goliany 43, 05-620 Błędów, tel .: 48 66 80 471.

## **6. TARGET SCOPE OF THE FAIR**

- orchard farming
- vegetables
- agricultural machinery
- trade publications
- industry associations and organisations

## **7. CONDITIONS OF PARTICIPATION**

### **7.1. Exhibitor acquires the right to participate in the Fair:**

- a) after registration in Organiser sales system at [www.tsw.com.pl](http://www.tsw.com.pl)
- b) after fulfilling and sending Application of Participation at Organiser sales system,
- c) upon receipt of confirmation of participation by the Organiser via Organiser sales system
- d) after timely payment for the exhibition space and additionally ordered services;

7.2. Upon the receipt by the Exhibitor the confirmation of an order, the contract between the Organizer and the Exhibitor concerning the participation in the Fair is deemed to be concluded.

7.3. Filling out and submitting the "Application for Participation" form is equivalent to adoption and application of the Fair Regulations by the Exhibitor, also it becomes an integral part of agreement between Organiser and Exhibitor.

7.4. The Organiser has the right not to allow the Exhibitor to participate in the Fair in the event of the Exhibitor will not pay the relevant fees for participation in the Fair, referred to in pt. 7.1.d)

7.5. Exhibitor is not entitled to sublet or donate to free use of his stand without the written consent of the Organiser.

7.6. If you are submitting several companies in the form of sub-exhibitors, please indicate one person who is authorized to represent all companies and will be responsible for contact with Organiser. The minimal size of stand hen with sub-exhibitor is 15 m<sup>2</sup>

7.7. The Sub-exhibitor acquires the right to participate in the Fair after the Exhibitor submits it to the Organiser, via sales system till 30 November 2019, and after submitting a fee of 740 PLN net for each sub-exhibitor.

7.8. The sub-exhibitor is obliged to observe the Fair Regulations.

## **8. TERMS OF PAYMENT**

8.1. 1 The price of the stand area and the mandatory registration fee are listed in the Organiser slaes system at [www.tsw.com.pl](http://www.tsw.com.pl). The stand with the ordered building will be delivered to the Exhibitor's use only after all fees have been paid.

8.2. The Organiser issues a pro forma invoice on a 14-day order basis payment. Payment of the due amount is a condition of participation in the Fair. The Organiser has the right not to allow the Exhibitor to participate in the Fair, if the fee for participation in the Fair will not be paid in time.

8.3. The invoice with the final settlement for participation in the Fair will be issued within 7 days from the deposit and then sent by the Organiser to the Exhibitor by electronic means as a pdf file.

8.4. Bank account for PLN payments:

12 1020 1042 0000 8102 0240 5918, Oficyna Wydawnicza Oikos Sp. z o.o., ul. Kaliska 1 m. 7, 02-316 Warszawa

8.5. Bank account for Euro payments:

BLZ: 10201042; IBAN: PL95102010420000830202406460; SWIFT (BIC): BPKOPLPW  
Oficyna Wydawnicza Oikos Sp. z o.o., Kaliska 1/7, 02-316 Warszawa, USt-ID:  
PL1180009226

8.6. In order to receive VAT-free invoice, please provide the EU VAT ID (if Exhibitor is based in any of the EU countries).

8.7. In the case of late payment, the Organiser reserves the right to withdraw previously granted discounts.

## **9. RESIGNATION FROM PARTICIPATION**

9.1. The Exhibitor has the right to resign from participation in the Fair (until 14 November 2019 – 60 days before Fair beginning) by sending it by registered post at The Organiser's registered address or electronic mail in original scanned form of resignation letter to: [tsw@tsw.targi.pl](mailto:tsw@tsw.targi.pl).

9.2. In case of withdrawal before the 14 November 2019 (60 days before Fair beginning), the Organiser collects the registration fee, and 15% of other fees, regarding to the order.

9.3. In case of withdrawal after 14 November 2019, the Exhibitor is obliged to cover all fees regarding to the order (registration fee, payment for the stand, and any other, previously ordered items and services).

9.4. Leaving the previously ordered stand unattended on a Fair beginning is treated as withdrawal from the Fair, as stated in par. 9.3.

## **10. STAND SIZE AND LOCATION**

10.1. Fair Organiser can not ensure the right to choose the stand pointed out by the Exhibitor. The choosing of the particular stand is dependant on the application date order.

10.2. The Organiser reserves the right to change the location and size of the stand as a necessity, resulting from technical and organizational conditions, and other causes independent from Organiser. Exhibitor will be immediately informed about the change, and can not be refunded in any way.

## 11. STANDS EQUIPMENT AND SERVICES

11.1. Exhibitor may rent:

### **a) built-up space in the Octanorm system - standard stand.**

Within the fee for exhibition space in the hall the Organiser provides:

- development in the Octanorm system (white walls with a height of 2.4m, frieze with stand number and company name),
- table, 4 chairs, hanger, rubbish bin, exposition drawer
- carpet in gray,
- one double electrical socket,
- supply of 230 V AC,
- 1 light point for each full 3 sq.m. ordered
- general lighting of the Fair grounds,
- general protection of the Fair grounds,
- cleaning the communication lines of the Fair,

### **b) clear surface for stand building**

Within the fee for exhibition space in the hall the Organiser provides:

- general lighting of the Fair grounds,
- general protection of the Fair grounds,
- cleaning the communication lines of the Fair,

### **c) clear surface for stand building or exposition of machines**

Within the fee for exhibition space in the hall the Organiser provides:

- general lighting of the Fair grounds,
- general protection of the Fair grounds,
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11.2. All additional services related to the equipment and equipment of the stand are paid for and will be provided on the basis of order via Organiser sales system at [tsw.com.pl](http://tsw.com.pl), by the day of 30 October 2019.

The payment for additional equipment is due till 14 November 2019.

11.3. Renouncement of any standard equipment does not affect the stand price.

11.4. The price for additional equipment ordered after 1 January 2020 is doubled.

11.5. Exhibitor renting not built space in the hall and realising stand construction by a contractor independent of the Organiser or using his own development, is obliged to notify Organiser via sales system by 30 October 2019. In such situation, the Exhibitor is obliged to:

- provide the Organiser with a stand construction project by 30 October 2019,
- obtaining the Organiser's approval (if the building exceeds 2.5 m height)
- obtaining written permission from the Organizer for the development,
- aesthetic, white finish of the rear wall of the stand on the side of neighboring stands
- providing documents certifying fire safety of components used for the construction and furnishing of the stand till 30 October 2019.

11.6. 7 In the absence of the aforementioned documents the fire service of the object is entitled to secure the stand elements or remove at the Exhibitor's expense.

11.7. The stand builder must leave access to all technical installations of the Fair ground free. If not left, the blocking elements of the stand will be removed at Exhibitors cost.

11.8. All orders concerning stand must be ordered and be paid by Exhibitor. External contractors, acting on Exhibitor's behalf are not a side of the agreement.

11.9. Cancellations from previously ordered buildings are possible until 30 October 2019 inclusive. An additional fee for the Exhibitor for disassembly is PLN 45.00 per m<sup>2</sup>.

## **12. PRINCIPLES OF PRESENTATION OF EXPOSURES AND SERVICES**

12.1. Exhibitors are obliged to present their offer in accordance with the thematic scope of the Fair, as defined in point 6 of the Fair Regulations. In case the company wants to present the offer not in accordance with the subject of the Fair, the Organiser may refuse the participation.

12.2. Any construction or expositions placed on communication, evacuation or fire ways are strictly forbidden and will be removed.

12.3. The Exhibitor is obliged to inform the Organiser about the intention to exhibit items whose weight exceeds 1500 kgs per 1m<sup>2</sup>.

12.4. The Organiser is authorized to order the Exhibitor to remove any non-compliant exhibits.

### **13. ADVERTISEMENT**

13.1. Exhibitor has the right to advertise his company and its products exclusively at its own stand by:

- Promotional materials: leaflets, offers, posters, folders, maps, photos, gadgets, etc.
- udiovisual advertising (using computers, video players, projectors, monitors - in a non-interfering manner for the adjacent stands).

13.2 The exhibitor prepares advertisement at his own expense and responsibility.

13.3. Advertising at the Fair grounds, outside the stand, is paid for and will be made on the basis of order submitted via online sales system. The Organiser takes no responsibility for mistakes and errors in material provided by Exhibitor.

13.4. Any advertising activities outside the stand require written approval from the Organizer. Unconditioned advertising results in a penalty fine of 200% advertising fee.

13.5. For mounting advertising in the form of a banner or suspended structure to the ceiling hall authorized are only technical services of the Ptak Warsaw EXPO, which decide on opportunity of such implementation. The deadline for delivery of banners is January 7, 2020. After that banner suspension time will be carried out as far as technically possible. All suspended elements must be positively reviewed by the technical service of Ptak Warsaw EXPO.

13.6. All promotional materials, which will not be picked up by the Exhibitor in two days after the Fair finishing will be utilized on Exhibitor cost.

13.7. Advertising can not interfere with the general concept of the Fair, health and safety regulations and be troublesome for other Exhibitors and Visitors.

13.8. The organizer places the list of exhibitors on the [www.tsw.com.pl](http://www.tsw.com.pl) website, not later than 7 days before Fair beginning.

### **14. ORGANISATIONAL REGULATIONS**

14.1. The Exhibitor is obliged to report to the Organizer's Fair Office immediately after arrival

at the Fair grounds to register. Exhibitors will receive IDs and ordered parking cards and will be handed over to the stand.

14.2. Only persons with personal identifiers issued by Organizer are eligible to stay on the premises of the Fair outside the opening hours of the Fair for the public. The number of IDs issued by the Organizer depends on the size of surface purchased by the Exhibitor. Up to 12 sq.m. they have 3 IDs. For surfaces above 12 sq.m. - 5 identifiers. Exhibitor can buy additional identifiers

14.3. Persons employed by the Exhibitor for technical work are obliged to wear special, temporary identifiers issued by the Organizer. Those identifiers are only valid during assembly and dismantling of the stand.

14.4. Identifiers can only be used by authorized persons

14.5. Outside the opening hours of the Fair for the public, the Organizer has the right not to accept or remove people from the Fairgrounds, who do not have IDs.

14.6. The assembly of the exhibits takes place on 14 January 2020 between 14.00 and 22.00 (Large size items - only until 18.00), as previously agreed schedule. An additional day for stand build (13 January 2020) is available only with Organiser permission, and additional fee of 500 PLN net.

14.7. Disassembly of the stand (exhibits and equipment) can only begin after the Fair ends, at 16 January 2020, 16.00. Disassembly should be completed until 22.00 at 16 January 2020.

14.8. Vehicles entering the hall shall have empty fuel tanks.

14.9. The Exhibitor can not connect or disconnect the power supply itself on the premises.

14.10. Exhibitor is responsible for liquidation and disassembly of his stand and removal of items and equipment and exhibits. Failure to do so will result in a charge. Exhibitors are required to remove the items listed above. The surface shall stay intact.

14.11. Exhibitor is responsible for bringing the rented space to the original condition after the fair. Any damages made to the surface, walls, gates, doors etc, will be repaired at Exhibitors cost.

14.12. Any parts of building, and stands, left unattended during stand removal are treated as abandoned property, and its ownership passes to the Organiser without any further claims.

14.13. Exhibitors are obliged to maintain cleanliness at their own booth at their own expense.

14.14. All transport, loading, unloading, and expedition services on the premises of Ptak Warsaw EXPO are performed by netlog Polska Sp. z o.o., licensed by Ptak Warsaw Expo. The pricelist for those services is available at Organiser office and also at netlog Polska:

ul. Prądzyńskiego 12/14, 01-222 Warszawa

Rafał Skrobutan, tel. 668 890 274

e-mail: rafal.skrobutan@netlog.org.pl

## **15. CAR PARK**

15.1. A car park for Exhibitors is free, and available during opening hours, and assembly and disassembly hours.

15.2. Exhibitors cars may stay on the car park overnight only after agreement with Ptak Warsaw EXPO and according to their price-list.

15.3 Trucks (over 3.5t weight) and cars occupying more than one parking lot are not allowed on the car park. parking. Cars left behind in the forbidden places will be removed at the owners cost.

## **16. FIRE SAFETY REGULATIONS**

16.1. On Exhibition outside the designated areas are prohibited from smoking and use of fire and the actions that may cause fire or fire spread.

16.2. Stands and exhibits should be mounted in such a way that there is no risk to other Exhibitors and Visitors.

16.3. Placing and covering of fire equipment (fire extinguishers, signaling buttons, detectors, hydrants) and switchgear, general telephones and escape doors, as well as fire roads is strictly prohibited. Such elements will be demounted at Exhibitors cost.

16.4. 4 It is forbidden to park vehicles and to store goods on designated roads of communication and evacuation. Vehicles and goods left on these roads will be removed upon owner's cost.



16.5. If you notice a fire or other hazard, you should:

A) Immediately notify the persons near the place of danger, Fire Department (tel. 998, 112 or using the emergency button), fire service on duty on the premises and the Organiser, B) Keep calm and prevent panic C) Subordinate to the rescue action commander.

## **17. HEALTH AND SAFETY REGULATIONS**

17.1. Exhibitors are fully responsible for the safety of their work Workers working on the Fair during assembly and dismantling, and the duration of the Fair

17.2. Machinery, motors and appliances may be operated provided they are fitted with all prescribed protective devices and guards to prevent unauthorized access, with prior consent from the firefighter. Persons operating such equipment must have all necessary licences.

17.3. In matters relating to health and safety at work not covered by these T&R general regulations on occupational safety and health in Poland apply.

## **18. INSURANCE AND DISCLAIMER OF LIABILITY**

18.1. Protection and safety of exhibits during assembly and disassembly of the stand and in time of trade fair hours are the responsibility of the Exhibitor.

18.2. Presence on trade grounds outside the opening hours are permitted only in the Fair justified cases, with the consent of the Organiser and Secure Agency responsible for the area.

18.3. The Organiser is not responsible for the loss, damage or destruction of the exhibits and moving things left on the stand and accidents at the Exhibitors' stands during the duration of the Fair, as well as during assembly and dismantling.

18.4. The Organiser is not liable for damages and losses incurred by the Exhibitor as a result of: theft, fire, flood, storm, explosion, power outages, and force majeure. Exhibitors are required to insure exhibits at their own expense.

18.5. When leaving valuable exhibits on the Fair grounds, the Exhibitor reports it to the Organiser in the Fair in written form. Outside the opening hours, the Organiser will provide security to the fair grounds. Exhibitor is obliged to inform the Organiser without delay in written form of the damage noticed.

## **19. COMPLAINTS**

19.1. Exhibitor has the right to submit a written complaint in case of objections to the service carried out by the Organiser within 14 days of the end date of Fair.

19.2. Complaints should be sent to the Organiser's Fair Office at: Oficyna Wydawnicza Oikos Sp. z o.o., ul. Kaliska 1 m. 7, 02-316 Warszawa

19.3. Complaints will be processed within 30 days from the date of receipt at the Organiser's office. The Exhibitor will receive a written response regarding the objections raised.

19.4. Complaints submitted after the deadline will not be considered.

## **20. DATA PROTECTION**

20.1. Exhibitor agrees to the processing of personal data by the Organizsr in order of execution of this agreement and organization of subsequent editions of the Fair.

20.2. The Organiser has the right to register the course of the Fair and the events accompanying them with the equipment recording the image and sound and its emission for advertising purposes. The organiser has the right to use such a recording or a fragment thereof without time and territorial restrictions, without having to pay a fee for use of the image of the Exhibitor or other person staying on the Fair grounds.

## **21. FINAL PROVISIONS**

21.1. Any additional recommendations not included in these Regulations and submitted to the Exhibor by the Organiser in written form are obligatory.

21.2. The Organiser is not responsible for the legal status and quality of the presented exhibits and distributed promotional materials (including printing) by Exhibitors.

21.3. Legal regulations between the Exhibitor and the Organiser apply to the polish Civil Code, and possible disputes will be dealt with by the competent court.

21.4. The Organiser has the right to remove illegal exposures of people who do not comply Regulations of the Fair and do not respond to reminders of the Organiser services.

*Organiser*