

**TERMS AND REGULATIONS OF  
TSW 2019 FRUIT AND VEGETABLES INDUSTRY FAIR**

**1. NAME OF THE FAIR**

**Fruit and Vegetables Industry Fair TSW 2019, Hereinafter called the Fair**

**2. DATE AND HOURS OF OPENING**

9th–10th January 2019

9th January 2019 (Wednesday) – opening hours 9.00–17.00

10th January 2019 (Thursday) – opening hours 9.00–16.00

**3. PLACE**

Ptak Warsaw Expo Nadarzyn, Al. Katowicka 62, 05-830 Wolica 114D

**4. ORGANIZER**

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](mailto: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., Goliiany 43, 05-620 Błędów, tel. : 48 66 80 471.

**6. TARGET SCOPE OF THE FAIR**

- orchard farming
- vegetables
- agricultural machinery
- wydawnictwa branżowe
- industry associations and associations

**7. CONDITIONS OF PARTICIPATION**

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

A) after delivery to the Organizer of the completed and signed form A - "Application Participation in the Fair" with the approval of the Fair Regulations, which is available On the Organizer's website: [www.tsw.com.pl](http://www.tsw.com.pl)

B) upon receipt of confirmation of participation by the Organizer by electronic means

C) after payment for the exhibition space and additionally ordered services;

7.2. Filling out and submitting the "Entry Form" form is equivalent to adoption and application of the Fair Regulations.

7.3. The Organizer 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.c)

7.4. The application can be emailed as scanned, original, properly filled-up and signed documents, to: [tsw@tsw.targi.pl](mailto:tsw@tsw.targi.pl)

7.5. From the Exhibitor's side the application is signed by the owner or the person authorized to represent Exhibitor, according to the entry in the relevant register or holding a power of attorney.

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 Organizer.

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

- 7.8. The Organizer of the Fair does not guarantee the choice of the exhibitor's stand. The decision to choose a particular exhibition venue is decided by the order of applications
- 7.9. The Organizer has the right to refuse to participate in the Fair persons or entities whose actions are in conflict with the principles of the Good Practice of Trading of Crop Protection Substances for the placing on the market and use of plant protection products.

## **8. TERMS OF PAYMENT**

- 8.1. The price of the stand area and the mandatory registration fee are included in the form A - "Application for participation in the Fair". The stand with the ordered building will be Delivered to the Exhibitor's use only after all fees have been paid.
- 8.2. The Organizer 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 Organizer 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 Organizer to the Exhibitor by electronic means as a pdf file
- 8.4. Payments must be paid to the account: PL12 1020 1042 0000 8102 0240 5918, Oficyna Wydawnicza Oikos Sp. z o.o., ul. Kaliska 1 m. 7, 02-316 Warszawa
- 8.5. In the event of late payment, the Organizer reserves the right to withdraw previously granted discounts.
- 8.6. After 9th of November 2018, there is no possibility to cancel participation in the Fair without paying for the space ordered together with all costs of previously ordered entries, ie. the cost of a catalog entry, the text of a commercial offer, advertising.

## **9. WITHDRAWAL FROM THE FAIR**

- 9.1 The Exhibitor has the right to resign from participation in the Fair by sending it by registered post at The Organizer's registered address and electronic mail in original scanned form of resignation letter to: [tsw@tsw.targi.pl](mailto:tsw@tsw.targi.pl).
- 9.2 After 9th of November 2018, there is no possibility to cancel participation in the Fair without paying for the space ordered together with all costs of previously ordered entries, ie. the cost of a catalog entry, the text of a commercial offer, advertising
- 9.3 In case of resignation before November 9th, 2018, the Exhibitor does not bear any costs related to the withdrawal from the Fair, provided that the previously paid fees are not subject to refund.

## **10. FORM OF PARTICIPATION - EXHIBITOR AND SUB-EXHIBITOR**

- 10.1. Exhibitors take part in the Fair on their own behalf
- 10.2. Exhibitor is not entitled to sublet or donate to free use of his stand without the written consent of the Organizer
- 10.3. The Sub-exhibitor acquires the right to participate in the Fair after the Exhibitor submits it to the Organizer through electronic form D - by 30th Novmber 2018, and after completing the applicable payments
- 10.4. The sub-exhibitor is obliged to observe the Fair Regulations

## **11. EXHIBITION SURFACE AND STAND**

- 11.1. Organizer determines the location and shape of the stand. Wishes and suggestions of the Exhibitor concerning the stands are taken into account by technical and organizational capacity
- 11.2. For technical reasons, the Organizer reserves the right to change the size of the order surface. The Organizer will provide the Exhibitor with an electronic plan and a location of stand 7 days before the Fair at the latest
- 11.3. The organizer reserves the right to change the location of the stand after that date as a necessity, resulting from technical and organizational conditions. Exhibitor will be immediately informed about the change

## **12. STANDS EQUIPMENT AND SERVICES**

12.1. Exhibitor may rent: -

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

Within the fee for exhibition space in the hall the Organizer 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 230 V,
- 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) semi built-up space**

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

- development in the Octanorm system (white walls with a height of 2.4m, Frieze with stand number and company name),
- carpet in gray
- one double electrical socket,
- supply 230 V,
- 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 Organizer provides:

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

12.2. If the Exhibitor bulids his own stand, all walls above 2.5m, facing other stands and visible parts of rear walls shall be finished in white colour.

12.3. All additional services related to the equipment and equipment of the stand are paid for and will be provided on the order form C - "Additional Equipment Order" sent by electronic means to the Organizer.

12.4 Form C - should be sent immediately after application deadline, no later than 30 October 2018. The payment for those You shall submit by 10 November 2018 at the latest

12.5 Additional equipment ordered after 1 January 2018 is 100% more expensive than the standard price

12.6 Exhibitor renting space not built in the hall and realizing stand construction by a contractor independent of the Organizer or using his own development, is obliged to notify Organizer by sending form B - "Notification of the external contractor of the stand" by October 30, 2018. In such situation, the Exhibitor is obliged to:

- provide the Organizer with a stand construction project by October 30, 2017,
- obtaining the Organizer's approval (if the building exceeds 2.5 m height),
- Obtain written permission from the Organizer for the development,
- aesthetic, neutral finish of the rear wall of the stand on the side of neighboring stands
- provide documents certifying fire safety of components used for the construction and furnishing of the stand until October 30, 2017.

- 12.7. 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
- 12.8. Cancellations from previously ordered buildings are possible until 30 October 2018 inclusive. An additional fee for the Exhibitor for disassembly is PLN 45.00 per sq.m.
- 12.9 Exhibitors are responsible for any damage resulting from improper use of the stand

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

- 13.1. Exhibitors are obliged to present their offer in accordance with the thematic scope the Fair, as defined in point 6 of the Fair Regulations. In case the company wants present the offer not in accordance with the subject of the Fair, the Organizer may refuse the participation.
- 13.2. The Exhibitor is obliged to inform the Organizer about the intention to exhibit items whose weight exceeds 1500 kgs per sq.m.
- 13.3. The Organizer is authorized to order the Exhibitor to remove any non-compliant exhibits.
- 13.4 Internal transport and loading of exhibits on Warsaw EXPO may be run only by companies with appropriate accreditation, they can operate on a fixed price list directly with the customer. Internal transport with own equipment is possible only after obtaining the Organizer's approval.

### **14. ADVERTISEMENT**

- 14.1. 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.
  - audiovisual advertising (using computers, video players, projectors, monitors - in a non-presentation manner on the adjacent stands).
- 14.2 The exhibitor prepares advertisement at his own expense and responsibility.
- 14.3. Advertising at the Fair grounds, outside the stand, is paid for and will be made on the basis of Order submitted by the Exhibitor. Any advertising activities outside the stand require written approval from the Organizer. Unconditioned advertising results in a penalty fine of 200% advertising fee.
- 14.4. For mounting advertising in the form of a banner or suspended structure to the ceiling hall authorized are only technical services of the Warsaw EXPO, which decide on such an opportunity implementation. The deadline for delivery of banners is January 7, 2019. 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 Warsaw EXPO.
- 14.5. Advertising can not interfere with the general concept of the Fair, health and safety regulations and be troublesome for other Exhibitors and Visitors.
- 14.6. The organizer places the list of exhibitors on the [www.tsw.com.pl](http://www.tsw.com.pl) website together with up to 500 characters including the Exhibitor's address and information over its offers. The entry is not authorized by the Organizer. The entry should be forwarded to Organizer, by email no later than October 30, 2018.
- 14.7. The Organizer is not responsible for errors in the content of entries and advertisements prepared by the Exhibitor.

### **15. ORGANIZATIONAL AND ORGANIZING PROVISIONS**

- 15.1. 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.
- 15.2. 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

- 15.3. 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.
- 15.4. Identifiers can only be used by authorized persons.
- 15.5. 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.
- 15.6. The assembly of the exhibits takes place on January 8, 2018 between 2 pm and 10 pm (Large size items - only until 6 pm), as previously agreed schedule. Disassembly of the stand (exhibits and equipment) can only begin after the Fair ends January 10, 2018, starting at 4 pm. Disassembly should be completed until 10 pm on January 10, 2018.
- 15.7. Vehicles entering the hall shall have empty fuel tanks.
- 15.8. The Exhibitor can not connect or disconnect the power supply itself on the premises.
- 15.9. 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.
- 15.10. The Exhibitor is obliged to restore the occupied exhibition space to the original condition after the Fair. The Exhibitor is financially responsible for causing damage to the stand (damage, losses).
- 15.11. On the premises of the Warsaw Expo freight forwarding, loading and unloading services with forklifts can only be operated by companies with a license to operate on the Warsaw Ptak Expo premises, according to the price list available in the Organizer's office
- 15.12. Exhibitors are obliged to maintain cleanliness at their own booth at their own expense.
- 15.13. Exhibitors are liable for damages resulting from misuse of redeemed area.

## **16. CAR PARK**

- 16.1. Parking cards allow parking at designated parking lots during the duration of the Fair, and assembly and disassembly days.
- 16.2. Exhibitors' vehicles may remain in the car park at night. The cost of parking according to Ptak Warsaw Expo parking rates.
- 16.3. It is forbidden to park lorries (over 3.5 t) and passenger cars occupying more than one parking place in car parks near exhibition halls. Cars left in forbidden places will be removed at the expense of the Exhibitor.

## **17. FIRE SAFETY REGULATIONS**

- 17.1. On exhibitions grounds, outside the designated areas, are prohibited from smoking and use of fire and the actions that may cause fire or fire spread.
- 17.2. Stands and exhibits should be mounted in such a way that there is no risk to other Exhibitors and Visitors
- 17.3. 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.
- 17.4. 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 and charged.
- 17.5. If you notice a fire or other hazard, you should:
  - 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 Organizer,
  - Keep calm and prevent panic
  - Subordinate to the rescue action commander.

## **18. HEALTH AND SAFETY REGULATIONS**

- 18.1. Exhibitors are fully responsible for the safety and hygiene of their work Workers working on the Fair during assembly and dismantling, and the duration of the Fair.
- 18.2. 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.
- 18.3. 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.

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

- 19.1. 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
- 19.2. Presence on trade grounds outside the opening hours are permitted only in the Fair justified cases, with the consent of the Organizer and Secure Agency responsible for the area.
- 19.3. The organizer 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.
- 19.4. The Organizer 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.
- 19.5. When leaving valuable exhibits on the Fair grounds, the Exhibitor reports it to the Organizer in the Fair in written form. Outside the opening hours, the Organizer will provide security to the fair grounds. Exhibitor is obliged to inform the Organizer without delay in written form of the damage noticed.

## **20. COMPLAINTS**

- 20.1. Exhibitor has the right to submit a written complaint in case of objections to the service carried out by the Organizer within 14 days of the end date of Fair.
- 20.2. Complaints should be sent to the Organizer's Fair Office at: Oficyna Wydawnicza Oikos Sp. z o.o., ul. Kaliska 1 m. 7, 02-316 Warszawa
- 20.3. Complaints will be processed within 30 days from the date of receipt at the Organizer's office. The Exhibitor will receive a written response regarding the objections raised.
- 20.4. Complaints submitted after the deadline will not be considered.

## **21. DATA PROTECTION**

- 21.1. Exhibitor agrees to the processing of personal data by the Organizer in order of execution of this agreement and organization of subsequent editions of the Fair.
- 21.2. The organizer 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 organizer 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.

## **22. FINAL PROVISIONS**

- 22.1. Any additional recommendations not included in these Regulations and submitted to the Exhibitor by the Organizer in written form are obligatory.
- 22.2. The Organizer is not responsible for the legal status and quality of the presented exhibits and distributed promotional materials (including printing) by Exhibitors.
- 22.3. Legal regulations between the Exhibitor and the Organizer apply to the Polish Civil Code, and possible disputes will be dealt with by the competent court.
- 22.4. The organizer 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 Organizer services.

## ORGANIZER