

Conditions of Participation

Contract between the Organiser and the Exhibitor

1. TITLE OF THE EVENT

The tenth Fair of Jewellery and Watch
GOLD SILVER TIME 2011

2. ORGANISERS

Pracownia Sztuk Plastycznych Sp. z o.o.
Międzynarodowe Centrum Targowe Sp. z o.o.
(International Fair Centre Ltd)
ul. Finlandzka 10, 03-903 Warsaw
tel./fax: (+48 22) 617 41 91
tel. (+48 22) 617 30 42

3. TRADE SHOW TITLE RIGHTS OWNER

Międzynarodowe Centrum Targowe Sp. z o.o.
(International Fair Centre Ltd)

4. VENUE

Warsaw International Expocentre EXPO XXI
12/14 Prądzińskiego Str., 01-222 Warsaw

5. TRADE SHOW DURATION AND OPENING HOURS

From Sept. 30th (Friday) to Oct. 2nd (Sunday), 2011
September 30th (Friday): 10 a.m. - 6 p.m.
October 1st (Saturday): 10 a.m. - 6 p.m.
(Branch days for sales people)
October 2nd (Sunday): 10 a.m. - 5 p.m.

6. SCOPE OF THE FAIR

- Fine metals jewellery
- Fine stones jewellery
- Amber jewellery
- Fine stones and miscellaneous
- Artificial jewellery
- Casing products
- Jeweller tools and devices
- Clocks and Watches
- Furniture and furnishing for jewellery and watch-making shops
- Souvenirs
- Applied arts
- Professional publications

7. APPLICATION FORM

Applications can only be made on the enclosed form in accordance with the *Conditions of Participation* stated herein, which are hereby accepted by the Exhibitor, and constitute the terms of the contract between the Organiser and the Exhibitor. The *Application*, after it has been completed and signed by legally authorised representatives of the Exhibitor, must be sent along with a document that confirms legal representation of your firm to the Organiser by April 29, 2011. No conditions or reservations added to the form will be recognised. Any special requests concerning space allocations will be carefully considered, however, participation must not be conditioned by whether these wishes have been fulfilled by the Organiser.

APPLICATION FORMS ENCLOSED

8. STAND CONFIRMATION

The Organiser alone decides about accepting Exhibitors and their exhibits. The Exhibitors can make no legal claims for participation and contract signing. The *Stand Confirmation* issued and signed by the Organiser is equivalent to signing a contract with the Exhibitor (with a provision under point 12). The Exhibitor shall not transfer any rights resulting from the contract to a third party. The Organiser is entitled to cancel the contract when the *Confirmation of Participation* had been granted on grounds of false assumptions or data, or when the conditions for admission ceased to be applicable at a later stage and in case all payments fail to be made prior to the commencement of the fair.

9. STAND ALLOCATION / CHANGES

The Organiser is authorised to allocate the Exhibitor a stand, adjusting its shape and size to the available space. The allocation of space is binding for the Exhibitor. If a need arises, the Organiser can allocate another place to the Exhibitor, or make minor changes to the size of the stand (choice of place), even after signing the contract.

If a size or a type of the allocated space varies from that ordered in your application form, the contract concluded between the Organiser and the Exhibitor is then based on provisions specified under the allocation of space for your stand, unless the Exhibitor has in writing rejected the *choice of place* in the period of 10 days following its receipt. The written resignation from the

allocated space does not guarantee allocation of the new one.

If the Exhibitor does not accept the stand one day before the opening of the Fair, the stand may be allocated at the discretion of the Organiser, and the Exhibitor will not have the right to any legal claims. Accepting the stand takes place by means of signing a transfer protocol by both parties, which constitutes the basis for final financial settlements between the Organiser and the Exhibitor.

10. CONTRACT CANCELLATION

10.1. Exhibitors can cancel their applications until September 2, 2011. In such case the Exhibitor is obligated to reimburse to the Organiser manipulation costs in the amount of 10% of the amount stated in the *Calculation* (see point 12.2).

10.2. Cancellation of the contract following September 2, 2011 results in charging the Exhibitor full 100% costs of the amount stated in the *Calculation*.

11. FEES

11.1. Fees for renting unfurnished space (Form A).

The prices for renting unfurnished space is EUR 135/m². The price is not including 23% VAT.

The license fee of 5,00 EUR/1m², fixed by the exhibition facilities Owner, should be added on top of all prices specified above. The fee does not apply to those exhibitors who have ordered services that are offered by trade show organiser.

The minimum exhibition space to be ordered is 6 m².

The above prices include the following services:

- rental of the space,
- general lighting of the halls, general security, general heating,
- cleaning of the hall and the aisles,
- external advertising and marketing activities, outside and inside decoration of the exhibition premises, internal information system,
- free invitations,
- one Exhibitor's Catalogue.

11.2. Fees for renting furnished space - standard furnishing (Form B).

The prices for renting unfurnished space is EUR 165/m². EU exhibitors who wish not to be subject to Value Added Tax on the participation in a trade fair in Poland must submit their VAT Number. In such a case, the exhibitor shall receive an invoice with a net total value (VAT excluded) stating that the exhibitor shall be obliged to pay the VAT due in the exhibitor's country of registration. An EU exhibitor who does not submit a VAT Number shall receive an invoice with VAT as per the rates applicable in Poland.

The minimum exhibition space to be ordered is 6 m².

The above prices include the following services:

- rental of the space,
- general lighting, general security, general heating,
- cleaning of the halls and the aisles,
- external advertising and marketing activities, outside and inside decoration of the exhibition premises, internal information system,
- free invitations,
- one Exhibitor's Catalogue.

Moreover, the price of 1m² furnished space includes:

- system walls (240 cm high filled with white laminated board), a cabin with a curtain (if ordered by Exhibitor)
- grey floor covering*
- one facial board sized 200x30 cm for each open side of the stand, with the number of the stand and Exhibitor's name written - in a style uniform for the whole fair (without logo),
- electrical connection of a stand (230 V),
- 1 spotlight for every full 3 m² of the stand,
- 1 socket 230V for every started 9 m² of the stand,
- 1 table, 4 chairs for each stand,
- 1 display platform 100x100 cm or 100x50 cm, 20, 30, 50 or 70 cm high or a counter with one shelf 100 x 50 cm, 100 cm high for each stand,
- a wastepaper basket, a coat rack made in octagonal system for each stand,

*) Floor covering in colour that is different from grey requires a 30% extra payment.

Should the Exhibitor renounce any of the elements stated above, he is not entitled to a reduction in the overall payment.

Any additional services concerning furnishing of the stand, or any additional elements of the equipment (such

as: water and telephone installation, individual security and cleaning of the stand, producing a logo, additional furniture etc.) should be ordered at the Organiser in writing and are subject to additional charges (see *Additional Services and Equipment Form*).

Exhibitors who have ordered a minimum of 30m² furnished space receive 2% discount provided by the Organiser and calculated from the price charged for standard furnished space only, without additional services and equipment.

12. TERMS OF PAYMENT

12.1. Payer

If the payer is different from the Exhibitor, the payer (invoice addressee) should be specified in a written form on all official application forms ordering particular services. The payer should thereby agree to pay the contractual amounts for participation of the Exhibitor in the trade show.

The costs of banking transfer pay by the Exhibitors.

12.2. Prepayments

On receipt of the *Application Form* from the Exhibitor, the Organiser issues a *Stand Confirmation* and calculates the payment due to MCT PSP for the space rented according to prices given in clause 14, cost of connecting electricity to the stand and fees for any Sub-exhibitors. The *Calculation* will include electric connection for the unfurnished space.

The total payment is divided into 2 prepayments amounting to 70% and 30%.

The first prepayment - 70% of the *Calculation* should be made by the Exhibitor without any deduction to the bank account of the Organiser not later than 7 days from the receiving date of the *Calculation*.

The second prepayment - 30% of the *Calculation* the Exhibitor should pay to the bank account of the Organiser by September 15, 2011 at the latest.

The receipt of financial resources at the Organiser's bank account by the opening day of the Fair shall be the basis for issuing a VAT invoice.

On receipt of each of the prepayments - based on the *Calculation* - on its bank account, the Organiser issues an invoice not later than within 7 days from the date of receipt of the payment.

12.3. Additional orders

1. The VAT invoices related to surcharges for the additional services and equipment, ordered and later confirmed by Exhibitor in the stand delivery report, will be issued after commencement of the fair and should be cleared within 14 days from the issuing date of the VAT invoice, but not later than until September 23, 2011. This is a required condition for the Organiser to complete orders for additional equipment. The Organiser will issue a VAT invoice not later than in 7 days following the money transfer to the bank account of the Organiser.

2. As a part of Payment for additional services and equipment requested by the Exhibitor at the day of receiving the stand, the Organiser will issue the VAT invoice during the Fair. The Exhibitor has to settle down payments due from those invoices at the cashier desk through to the last day of the Fair.

12.4. Payment with 10% discount

The Organiser guarantees a 10% discount from a payment for the ordered furnished or unfurnished space to those Exhibitors who will have applied by April 30, 2011 for their participation in the trade show and declare (in their *Application Form*) that they will pay the 100% of the gross amount due for the ordered space and will transfer the payment to the Organiser's bank account in the period of 14 days after receiving the *Calculation*.

In case of failure to make the payment in the above period, the Exhibitor loses his right to the 10% discount and is obligated to make the payment as defined in sec. 12.2.

13. SUB-EXHIBITORS

Exhibitors are not permitted to allow third parties into their exhibition area, either free of charge or not, without a written permission from the Organiser. The Exhibitor has to inform the Organiser on *Application Form* about its intention to include one or more Sub-exhibitors. Declaration of a Sub-exhibitor imposes obligation on the Exhibitor to pay the Organiser the amount of EUR 150 as a Sub-exhibitor's fee.

The Sub-exhibitor is a subject to the same conditions as the Exhibitor and has no contract with the Organiser. If the Exhibitor includes a Sub-exhibitor without the

written permission from the Organiser, the Organiser is entitled to remove the stand at the Exhibitor's expense. Sub-exhibitors can be included in the trade show catalogue, provided the payments have been made and relevant materials have been presented in due time. The Exhibitor takes all responsibility for any actions of the Sub-Exhibitors.

14. ADMISSION CARDS

Each Exhibitor, upon payment of rental fees in accordance with sec. 12 of *Conditions of Participation*, receives three official admission cards (identification badges) for 9m² of rented space. For every started additional 9 m² one further free card will be issued. These cards are only valid for those Exhibitors, personnel, stand staff and representatives who are listed on them by names. Abuse of the cards will result in their cancellation. Additional admission cards are payable (EUR 1 per one card).

15. ASSEMBLY AND DISMANTLING

Assembly:

for Exhibitors with unfurnished space:
Sep 27th (Tuesday) - Sep 29th (Thursday), 2011,
8 a.m. - 10 p.m.

for Exhibitors with furnished space:
Sep 29th (Thursday), 2011, from 4 p.m.

Dismantling: Oct 2nd (Sunday), 2011, 6 p.m. - 2 a.m.

Assembling and dismantling in other time then specified above: 200 EUR per hour.

16. TECHNICAL SERVICES

16.1. Exhibits

The Exhibitor is obliged to deliver the exhibits and auxiliary equipment by the **September 30, 2010, until 10 p.m.** and to remove them after the Fair within the scheduled time limit, to be announced by the Organiser in a special statement. **Dismantling of the stand or removal of exhibits before the official end of the Fair is forbidden.**

Any activities related to forwarding and transport (also in the trade show area), packing, assembly and dismantling of exhibits are performed by the Exhibitor at its own expense and responsibility (or by the official trade show forwarding agent commissioned by the Exhibitor). Attaching exhibits to walls and ceilings of the stand constructed by the Organiser must be done in compliance with accepted methods (in such a way to avoid any damage) and the Organiser must be notified in advance. Any changes or repairs of exhibits can only be carried out after opening hours for the trade show visitors.

Exhibits for active presentation must obtain a written permission from the Organiser. The Exhibitor is obliged to ensure the safety of visitors at all times.

16.2. Stand construction

Before starting to construct a stand, participants shall submit to Fair Technical Office *) the plans for the development of hired exhibition areas in pavilions and outdoors as well as plans electrical installation for review. **The deadline for presenting the plans for approval is September 2, 2011.**

The submitted plans should comply with the Building Code and other regulations and standards in force in Poland, as well as, with the technical and safety regulations in force on EXPO XXI grounds. The plans shall be prepared to a scale of 1:50 or 1:100. Construction of exhibition stands must be performed in compliance with the plans approved by Fair Technical Office, as well as, with the building and fire safety requirements outlined in those regulations.

*) The Organiser will provide the Exhibitor with all the necessary information regarding the contact with the Fair Technical Office

16.3. Technical criteria for installation of electrical system

1. The Organiser provides overhead illumination of all exhibition grounds.

2. Electricity is supplied to stands and exhibits on the fair grounds by means of an AC power network (TNCS) 230/400V, 50 Hz. For equipment with different electrical parameters it is necessary to use a suitable transformer. A three-phase system will be provided to stands with power consumption greater than 3 kW. The single-phase installation will be supplied with a 16A socket 2P+N+PE

Three-phase installation will be supplied with a 16A, 32A or 63A socket, type CEE 3P+N+PE.

3. Electrical system of the stand must be fitted with a main circuit breaker.

4. To provide for additional protection against electrical shock it is necessary to install quick automatic circuit breakers, along with additional equaliser connections (in accordance with Polish standard PN/E - 05009) in the event of contact voltage exceeding safe levels.

5. All equipment and electrical systems connected to EXPO XXI mains should comply with the regulations governing the construction of electrical equipment, in force in Poland. The installations must comply with the

PN/E - 05009 standard.

Electrical connections to EXPO XXI mains may only be carried out by qualified electricians, authorised by the Organiser.

The Exhibitor is held responsible for internal electrical system at the stand that is constructed by Exhibitor, or its contractor, and the responsibility of the Organiser is electrical installation only to the border of such a stand.

6. Other authorised companies may be commissioned to install electric systems for stands. The Exhibitor is liable for any damage resulting from malfunction of its own electric system installed either by the Exhibitor or its commissioned contracting firm.

7. The Organiser is neither liable for any loss nor damage resulting from malfunctioning of the energy supply.

17. SECURITY

During assembly and dismantling of the stands and during the fair the Exhibitor is obliged to provide staff and security for the stand. Names of the staffers representing the Exhibitor in this period should be submitted in writing to the Organiser. General security of the exhibition halls is the responsibility of the Organiser, who is entitled to take any monitoring measures that may be necessary for their security precautions. The Organiser shall not be liable for any damage to the property of fair participants caused by third parties or solely, through the fault of the party that suffered losses. General security provided by the Organiser shall have no effect on Organiser's exemption from liability for the aforementioned damage. Any additional security may only be provided by a specialised firm which is commissioned by the Organiser.

18. CLEANING

The Organiser is responsible for cleaning of the fair premises, the halls and the aisles. The cleaning of stands is a responsibility of the Exhibitor and must always be finished before the opening hours for visitors. The Exhibitor may commission another firm, approved by the Organiser, to do the cleaning.

19. FORWARDING AGENT

19.1. All work connected with transport and forwarding (also on site), packing, assembly and dismantling of exhibits are carried out by the Exhibitor (or by the official trade show forwarding agent if commissioned by the Exhibitor) at the Exhibitor's own expense and responsibility.

19.2. The official fair forwarder with its exclusive rights on the fair grounds is the company:

EXPO SPED Sp. z o.o.

EXPO XXI, ul. Prądzyńskiego 12/14, 01-222 Warszawa
tel/fax + 48 22 256 71 71

e-mail: exposped@exposped.com.pl

<http://www.exposped.com.pl>

20. CATALOGUE

20.1. All Exhibitors are obliged to purchase their entry in the trade show catalogue for the equivalent of **EUR 95.**

The Organiser is responsible for distribution of the catalogue entry form *Obligatory Catalogue Entry*, which is attached to the *Conditions of Participation* overall documentation. The filled-in form *Obligatory Catalogue Entry* should be mailed by the Exhibitor at the following address of the catalogue publisher by **July 8, 2011.**

20.1. The Exhibitor is liable for the contents of the entry and any resulting damages shall not be claimed against the Organiser and the Publisher.

20.2. Information on how to place an ad in the catalogue is available in the enclosed form.

20.3. Every trade show participant, whose entry is in the „Alphabetical Index of Exhibitors”, is provided with one free copy of the trade show catalogue.

21. ADVERTISING ON PREMISES

21.1. Printed material and advertising materials may only be distributed within the rented stand, not in the aisles, corridors or anywhere on the Fair premises. Visual, acoustic, and mobile media are permitted, although they are subject to prior consent of the Organiser, provided they do not disturb neighbouring stands.

The Organiser is authorised to ban any advertising materials which may give rise to complaints and to secure any such existing materials for the duration of the Fair.

21.2. Advertising out of exhibitor stand is under additional fee and acceptance by the organiser is required.

22. TRADE SHOW INSURANCE AND EXCLUSION OF LIABILITY

The Organiser holds no responsibility to protect exhibits and equipment on the stand. The Organiser explicitly refuses all liability for damage or loss, including those caused by the visitors and fair personnel. The Exhibitor is obliged to insure exhibited objects and cover the costs therein.

The Exhibitor explicitly relinquishes any claims towards the Organiser concerning damages resulting from: fire, burglary, theft, flooding, including dangers during transport to and from the exhibition centre, and should be insured against these risks at his own expense.

The Exhibitor is liable for any damage to third parties (which occurred while they worked for the Exhibitor), as well as any damage to the building, furniture, installations and exhibition equipment caused by the Exhibitor, his agents, Sub-exhibitors, as well as any person directly or indirectly employed by the Exhibitor.

23. ACCESS TO OTHER STANDS

It is forbidden to enter the stand area after opening hours without prior consent from the stand owner.

24. RESERVATIONS

Should there occur circumstances beyond the Organiser's control, demanding such measures, the Organiser may postpone, shorten, extend, temporarily close or cancel the Fair. In such cases, the Exhibitor has no right to claim compensation for any damages. The Organiser may then limit the due charges down to 25% of the contract value, on condition that the above circumstances have occurred.

25. RIGHTS OF THE HOST

The Organiser exercises the rights of the host on the entire exhibition premises during the assembly and dismantling of the stands as well as throughout the exhibition. Therefore, the Organiser is entitled to give instructions to all the Exhibitors and personnel.

26. VERBAL AGREEMENTS

26.1. All verbal agreements, individual permissions require explicit written confirmation from the Organiser.

26.2. The contracting parties confirm for the written form of their statements to be effective and the only legally binding means by which they can change or implement their contract. Any statements faxed to the Organiser are equally binding after they have been previously agreed over the telephone conversation.

27. DATA PROTECTION

27.1. Exhibitors approve for the Organiser to store and process their personal data to complete this contract.

27.2. On completion of this contract, Exhibitors agree for the Organiser to store and process their personal data for purposes related to implementation of further editions of the GOLD SILVER TIME Fair in the following years.

28. DISPUTES & CLAIMS

Polish law is binding for this contract concluded by the contracting parties, and any other issues not regulated by the contractual provisions are subject to the Polish Civil Code. Any disputes arising from the concluded contract fall under the jurisdiction of the Court of the City of Warsaw.

29. SPECIAL PROVISIONS

1. **Products which lack the required labelling are banned from trade at the Fair, pursuant to the Act of April 3, 1993 (Assay Law, Journal of Laws No. 55 item 249 as amended).**

2. **Semi-finished products made of base metals or plastics imitating metal - with the information that they contain significant amounts of silver - are banned from trade at the Fair, pursuant to Article 286 of the Act of June 6, 1997: the Penal Code (Journal of Laws No. 88, item 553 as amended).**