

**Statutes of market  
event  
„Warsaw Coffee  
Festival”  
10-11February 2024, PGE Narodowy, Warsaw**

**Definitions**

Reservation of a trade fair stand (Stand Reservation) – a document that specifies the exhibitor and the organizer  
Contract terms are required.

Organizer – Whiteclock sp. zoo. based in Warsaw (00-801), ul. Chmielna 73B/16, KRS: 0000524536, NIP:  
5272717312, REGON: 147337990.

Fair - the "Warsaw Coffee Festival" fair event, available on the basic terms in the Regulations and the Agreement, on  
February 10-11, 2024 in the event hall on floor 0 of PGE Narodowy, al. Prince Józef Poniatowski 1

Agreement - a stand rental agreement for the duration of the Fair, subject to the obligation to use it in e-mail  
conversations/on the stands' sales website at <http://stoiska.whiteclock.pl/>

Exhibitor - an entity that has the legal characteristics that are used in the Regulations and the Agreement may take  
part in the Fair.

Stand – space provided to the Lessor, designated by the Organizer for trade fair purposes.

Room - event room located on floor 0 at PGE Narodowy, al. Książę Józefa Poniatowskiego 1, where the Fair is  
located.

**General Provisions**

1. These Regulations define the rules and conditions of participation in the "Warsaw Coffee Festival" fair event on  
February 10-11, 2024 in the room located on floor 0 at PGE Narodowy, al. Książę Józefa Poniatowskiego 1,  
hereinafter referred to as the Fair, organized by Whiteclock sp. Z o. o. based in Warsaw (00-801), ul.  
Chmielna 73B/16, KRS: 0000524536, NIP: 5272717312, REGON: 147337990, hereinafter referred to as the  
Organizer.
2. Entities that registered their participation in the Fair (hereinafter referred to as Exhibitors) are obliged to comply  
with terms of these Regulations.
3. The Regulations constitute an integral part of the exhibition stand reservation (hereinafter also referred to as the  
"Stand Reservation"). The Regulations and the Fair Stand Reservation constitute the content of the  
Agreement.
4. The contract is concluded between the Organizer and the Exhibitor.
5. The Exhibitor confirms that it has acknowledged that none of the statements and actions of the Organizer constitute  
a guarantee or assurance of financial or non-material benefits that may result from the Exhibitor's  
participation in the Fair.
6. The Organizer is not responsible for violations and illegal actions undertaken by the Contractors and by third  
parties at their stands.
7. The price list included in the offer is for information purposes only and does not constitute a commercial offer  
within the meaning of the Civil Code.
8. The Regulations do not apply to legal relations with consumers within the meaning of the Civil Code.
9. Any changes to the Regulations must be made in writing.

**Date and place of the Trade Fair**

1. The Trade Fair takes place in the event hall located on the floor 0 in the PGE Narodowy at plac Defilad 1  
Street, 00- 901Warsaw, still called the Exhibition Hall.
2. Opening hours of the Trade Fair for visitors:
  - a. 10 February 2024 - 10 a.m – 8 p.m

- b. 11 February 2024 - 10 a.m – 6 p.m
3. The purpose of the Trade Fair is to conduct presentations, promotion and sale of products related to production and coffee distribution.

#### Admission conditions for visitors

1. Due to security reasons, the Organizer reserves the right to stop admitting visitors, when the event hall is full.
2. The Organizer charges fees for admission tickets, sold to guests (visitors). A detailed price list and information are available on the Organizer's website.
3. Admission to the Trade Fair is only possible after presenting an admission ticket or pass issued to Exhibitors.

#### Conditions for the participation of exhibitors

1. Entities presenting an offer compliant with the thematic scope of the event and admitted by the Organizer, may participate in the Trade Fair.
2. The condition for participation in the Fair is that the Exhibitor purchases a stand at <http://stoiska.whiteclock.pl/> and pays the stand fee.
3. The condition of participation in the Trade Fair is also acceptance of the regulations.
4. The Agreement is concluded when the Organizer approves the stand reservation on the website <http://stoiska.whiteclock.pl/>. The reservation is confirmed when the fee for the stand is received.
5. The contract is concluded, when the Organizer approves the Application Form.
6. In special cases, the Organizer reserves the right to reject the application form without giving a reasons. Exhibitors are not entitled to any claims in this respect.
7. The Exhibitor will be informed about the confirmation of the reservation electronically, to the e-mail address provided above when registering your participation on the website <http://stoiska.whiteclock.pl/>
8. The Exhibitor is obliged to pay 30% of the order value, resulting from the approved Application Form, within 10 days of its approval, to the Whiteclock sp. z o.o. bank account number with its headquarters in Warsaw (00-801), at Chmielna 73B/16 Street, National Court Register: 0000524536, Tax Number: 5272717312,
9. National Business Registry Number: 147337990, account number: 08 1140 2004 0000 3502 7524 8144 (mBank). Payment of the remainder, must be made at least 30 days before the date of the Trade Fair.
10. Approval of participation in the Trade Fair, Exhibitors may be withdrawn in an accident:
  - a. no payment for the booth fee, resulting from the Act 8.
  - b. non-compliance by the Exhibitor with the provisions of the regulations, decency or principles of fair competition.
11. In the above cases, the organizer may optionally:
  - a. terminate the contract with immediate effect.
  - b. ask the Exhibitors to pay any fees due to participation in the Trade Fair or claim damages.
12. By submitting the Application Form, the Exhibitor agrees to the Organizer's use of the logo and image of the company, for purposes related to the organization of the Trade Fair.
13. The Organizer undertakes within 14 days of receiving the bank account number provided for in Act 9 of the

booth fee, to send the invoice electronically in PDF format provided in a way that guarantees the authenticity of its origin, integrity and readability of the content.

14. The Organizer assigns booth and their locations during the Trade Fair based on the order of applications of Exhibitors and taking into account their declarations regarding the demand for booth space.
15. The Organizer reserves the right to change the location of the booth, resulting from the organizational and technical conditions in the hall and changes in the layout of the hall and on the exhibition space. The Exhibitor is not entitled to any damages on the part of the Organizer.
16. Trade Fair participants are required to comply with health and safety, fire and administrative sanitary rules and regulations and other regulations in force at the PGE Narodowy.

#### **Booth construction**

1. In case of need, the Organizer designates the company making the exhibition buildings and all installation related to the organization of the Trade Fair. Hereinafter referred to as the Contractor.
2. All construction and installation works, including especially the electrical installation, are carried out only by the Contractor.
3. An Exhibitor wishing to build his own body is required to submit a project and provide the data of the building company and to obtain the Organizer's consent, and then agree with him on the conditions of this body.

#### **Resignation from participation**

1. All changes regarding participation in the Trade Fair and resignations should be submitted in writing form within 7 days from the date of signing the contract, no later than 30 days before the date of the Trade Fair.
2. In case of cancellation of participation in the Trade Fair after 7 days from the date of signing the contract, but more than 30 days before the date of the Trade Fair, a handling fee of 30% of the gross contract value, will be charged.
3. In case of resignation from participation in the Trade Fair less than 30 days before the deadline, the Exhibitor will cover the full costs of participation in the Trade Fair resulting from the signed contract.
4. Resignation from participation in the Trade Fair takes place upon providing the Organizer with a declaration of resignation.

#### **Organizational principles**

1. The Organizer sets the time of access to the booth to prepare its exhibitions. Assembly of the exhibitions cannot take place during the opening hours of the Trade Fair for other participants.
2. Admission to the Trade Fair grounds for the Exhibitor and his employees is only possible upon presentation of a pass.
3. Each Exhibitor receives 5 (five) passes to the Trade Fair area from the Organizer free of charge. Each subsequent pass is payable at PLN 15 net per unit.
4. The location of the Booth is designated by the Organizer.
5. The Exhibitor may be improved or changed as well as other organizational activities, may be carried out only during hours when the Trade Fair is closed for other participants.
6. Dismantling of the exhibition cannot be started before the end of the Trade Fair indicated in the market event program available from the Organizer.
7. The Exhibitor is obliged to prepare the exhibition of his Booth before the opening of the Trade Fair for visitors. For this purpose, the Organizer provides access to the hall from 2:00 p.m on 10 February 2023, until 10:00 a.m the next day. The Exhibitor is obliged to leave the Booth on 11 February, 2024 until 11:00 p.m.
8. If materials are left on the Exhibitor's Booth after the designated hour, they will be picked up by the cleaning services without the possibility of recovering them and pursuing claims due to possible losses in the company's assets.
9. If the Booth is not restored to its original condition, the Organizer will order cleaning at the Exhibitor's cost and risk.
10. A Booth not developed until 9:00 a.m on the day of the commencement of the Trade Fair, may be taken over by another Exhibitor. Participation costs in this case are not refundable.

11. The noise level at the Booth (music, video etc.) must not affect the free and comfortable use of other booth, unless the Exhibitor has agreed otherwise with the Organizer.
12. The Exhibitor is required to protect his property against theft and damage during the Trade Fair.
13. The Exhibitor declares that in the event of obtaining personal data at the Booth and conducting prize draws, he has the relevant consents, including state authorities.
14. The Exhibitor is obliged to participate in the promotion of the Trade Fair, in particular through appropriate advertising on his website and social media channels.
15. The Exhibitor may not take up or give away the Booth to other entities for free use.
16. It is forbidden to distribute advertising materials by persons and companies that are not Exhibitors at the Trade Fair site without consulting the Organizer.
17. It is forbidden to distribute advertising materials (e.g. campaign literature, booklet, gifts) outside the Exhibitor's Booth, without consulting the Organizer.
18. Failure to comply with Acts 16 and 17 may result in an administrative penalty of PLN 3,000 net.
19. The Exhibitor undertakes not to connect other electrical devices than those notified to the Organizer.
20. The Organizer reserves the right to film and photograph Booth during the Trade Fair and to use these materials for their own purpose. Exhibitors are not entitled to any remuneration for this.
21. The Organizer reserves the right to change, add or remove services offered.
22. It is forbidden to screw, nail, apply any objects to the walls, floors, furnishing and other solid building structures.
23. For damages to the surface of wall, floors, furnishings and other building structures, in which the Trade Fair takes place, the Exhibitor will be charged the equivalent of the actual costs of their repair.

### **Safety Rules**

1. The fairgrounds are protected by security.
2. The Exhibitor is obliged to comply with the order, safety and fire regulations of the building, in which the Trade Fair takes place.
3. The Exhibitor may not block communication routes and emergency exits, place lightning and other thermal devices directly on the floor on a near flammable materials, independently connect electricity and route cables through communication routes. Electricity connections may only be made by a person authorized by the Organizer.
4. During the assembly and disassembly of the Booth as well as during the Trade Fair, the Exhibitor is obliged to secure at his own expense and risk his products, equipment and devices against possible damage or losses.
5. The Exhibitor is required to have civil liability insurance covering damage that may occur during the fair.
6. The Exhibitor is obliged to immediately notify the Organizer of all risks and damages.

### **Complaints**

1. All complaints from Trade Fair participants, should be omitted in writing.
2. Exhibitors' complaints regarding the construction of Booth, their location or occupied commercial space will be considered by the Organizer, provide that they are notified at latest by the closing of the Trade Fair.
3. Other complaints may be submitted within 14 days of the end of the Trade Fair.
4. After the deadlines indicated above, complaints will not be considered.

### **Responsibility**

1. The Organizer is not liable for damages caused to the Exhibitor by unintentional fault and is responsible for

- damages within the of actual losses incurred by the Exhibitor.
2. The Organizer is not liable for failure to exercise due diligence, material and non-pecuniary damage or damage to the exhibitor and any other losses of the Exhibitor during the Trade Fair, except for damages caused by the Organizer.
  3. The Organizer is not responsible for damages resulting from the use of the Booth, including damages caused by the Exhibitor to other Trade Fair participants and buyers. In the event of claim by third parties, the Exhibitor undertakes to cover the associated losses of the Organizer.
  4. The Organizer is not responsible for damages resulting from failures in the supply of electricity and other utilities.
  5. The Exhibitor is responsible for the images and works (ductile, musical, audio-visual) he presents during the Trade Fair. In the event of claims by third parties or institutions, the Exhibitor undertakes to cover the losses caused by the Organizer.
  6. The Exhibitor is responsible for the advertisement he carries out during the Trade Fair.
  7. The Exhibitor is liable for any damages resulting from improper use of the exhibition space.
  8. The Organizer is not responsible for the violation of the exclusive rights of Exhibitors arising from the legal protection of the utility model, industrial design, geographical indication, trademark, copyright and other rights arising from contracts regarding intellectual property rights.
  9. The Organizer is not liable, in particular for damages, if the Trade Fair is canceled for reasons beyond the Organizer's control.
  10. The fact that the act or omission of the Organizer, from which the damage resulted was non-performance or improper performance of a pre-existing obligation excludes claims for compensation for tort / delict.
  11. The exclusion of the Organizer's liability is not affected by taking precautions and securing the Trade Fair.
  12. The Organizer is not responsible for accidents of persons and consequences of accidents at Booth before, during and after the Trade Fair.
  13. The Organizer and Exhibitor exclude liability under warranty.
  14. The Organizer reserves the right to change the place or time of the Trade Fair, as well as to cancel, shorten or partially close it in the event of circumstances, for which it is not responsible. The Exhibitor will be notified immediately by phone, or the e-mail address, provided in the form about any change in the Form. Exhibitors are entitled to a refund of the amounts paid only if the Trade Fair is canceled.
  15. In the event of cancellation of the Trade Fair due to the fault of the Organizer, he will immediately refund the amounts paid by the Exhibitors.
  16. The Organizer is not responsible for any unlawful actions taken by the Exhibitor on the Booth.

#### **Final provisions**

1. In matters not covered by these regulations, the provisions of the Civil Code and other relevant provisions of Polish law shall apply.
2. All additional and individual agreements between the Exhibitor and the Organizer, must be in writing form, to be valid.
3. In the event of invalidity of any provision of the regulations, the remaining provisions shall remain in force, except for provisions whose content - after excluding invalid provisions - cannot be rationally combined with the rest of the Contract. The invalid provisions of the regulations will be replaced by important provisions, whose content corresponds as closely as possible to their economic purposes. The above shall also apply in the event of partial invalidity of any provision in the regulations.
4. The Exhibitor may not transfer the rights and obligations arising from the Contract to a third party without the Organizer's consent.

5. The Organizer reserves the right to change the regulations for important reasons, in particular legal or organizational ones. In the absence of acceptance of the amended regulations, the Exhibitor has the option of resigning from participation in the Trade Fair within 5 (five) days of obtaining information about the change in regulations. The resignation should be submitted in writing form.
6. All disputes the Organizer and Exhibitor undertake to resolve acting in good faith and in the search for a legitimate interest for both parties, and if the dispute cannot be resolved amicably, the Court having jurisdiction over the Organizer's seat shall be the competent Court.