

# AGRO SHOW 2019 STATUTE

§ 1. The Statute determines rules and regulations and routines of the XXI International Agriculture Exhibition AGRO SHOW 2019.

§ 2. The purpose of the Exhibition is to present products, services and other agricultural supply measures and agricultural machines and equipment, both at stands and during the work

§ 3. Polska Izba Gospodarcza Maszyn i Urządzeń Rolniczych, based in 87-100 Toruń, Poznańska 118, is an Organizer of the Show.

§ 4. The Statute is valid at the whole area of the Show (whole airport in Bednary), and it must be observed by all Show participants, that is Exhibitors, Sub-exhibitors, Visitors, as well as all other units and persons being at the area of the Show.

§ 5. The Exhibitor means the unit, which acts in accordance with the objectives defined in § 2, and which has placed the Application for Participation Form at the Show Organizer's and its participation has been confirmed by the Show Organizer.

§ 6. The Sub-exhibitor means the unit, which has not placed its own Application for Participation Form, and which presents its products at the Exhibitor's Stand in accordance with the objectives defined in § 2.

§ 7. Other units mean the Units, which are not exhibitors, Sub-exhibitors and Visitors.

§ 8. The Visitors may visit the Show from the 19 to 22 September 2019 from 9:00 to 17:00, at 25 September from 9:00 to 13:00, unless Organizer decides to change the hour of Exhibition closing. The entrance is free.

§ 9. No animals are allowed at the Exhibition grounds.

§ 10. At the area of the Show, any payments for the Show Organizer in amount of up to PLN 200 shall be made in cash or credit card. Other currency exchange rates are set by the organizer.

## SHOW ORGANIZER SERVICES

§ 11. In connection with the Show, the Show Organizer ensures the following:

- 1) Show promotion,
- 2) Show Catalogue,
- 3) Laying out the Stand areas, passages and

parking areas,

- 4) Arrangement and realisation of the Show.
- 5) Banquet for Exhibitors and Sub-exhibitors.

§ 11. The Show Organizer ensures the following for Exhibitors:

- 1) Invitation forms,
- 2) Registration in the Show Catalogue,
- 3) Advertisement in the Show Catalogue,
- 4) The Show Catalogue,
- 5) Identifiers,
- 6) Marked out Stand at open ground or equipped Stand in the tent room,
- 7) Unloading and loading of exhibits,
- 8) Electric power
- 9) Individual security of the Stand,
- 10) Advertisement masts,
- 11) Auxiliary equipment,
- 12) Potable water distributors, bottles with water, disposable cups,
- 13) Subscription car park spot reservation (attended),
- 14) Parking for trucks with allowable total weight above 3,5 t (payable, unattended),
- 15) spread of and distribution of advertising material in the exhibition area and parking,
- 16) Advertisement by the driveways to the runway area and at the towers,
- 17) Logo at the exhibition plans,
- 18) Stand cleaning service,
- 19) Internet at the Stand,
- 20) Place to put information materials in the Press Office,
- 21) Possibility to participate in field presentations of machines,
- 22) Possibility of presentation machines at the airstrip,
- 23) Participation in the banquet,
- 24) waste disposal,
- 25) order of earlier stand assembling.

§ 13. The cost of the Stand includes laying out an open ground stand or preparing Stand in the tent room, in addition, within the frames of registration fee for the Stand, the Show Organizer ensures invitation forms (20 units), copy of the Show catalogue, identifiers, one ticket for the banquet and place to put information materials in the Press Office. Other services to be rendered by the Organizer need additional payment.

§ 14. At the area of the Show, the Show Or-

ganizer ensures:

- 1) Security,
- 2) Medical help,
- 3) Loudspeakers,
- 4) Catering points,
- 5) public Wi-Fi,
- 6) Stand cleaning up,
- 7) Toilets,
- 8) Distribution of the Show Catalogue,
- 9) Carrying out the presentations of machines

#### **PARTICIPATION CONDITIONS FOR EXHIBITORS AND SUB-EXHIBITORS**

§ 15. The Exhibitor, which wants to participate in the Show, is obliged to send the Application for Participation Form correctly filled to the Show Organizer address within the deadline for application. The Applications submitted after the deadline will be accepted when it will be possible only, and the payment for participation will be full, even when the Organizer cannot ensure all services.

§ 16. The order of the open ground area shall include one of the determined by Organizer module, and in the tent room order shall include the module of 6 sq m. (2 m x 3 m) or its multiplicity.

§ 17. The Exhibitor is obliged to specify all Sub-exhibitors, which will be present at Exhibitor's Stand, as well as, the Exhibitor shall pay the registration fee for all Sub-exhibitors. In case of non-specified Sub-exhibitor, the Show Organizer is not obliged to any services.

§ 18. Exhibitor who is a member of Polska Izba Gospodarcza Maszyn i Urządzeń Rolniczych cannot have Sub-Exhibitors who are not members of the Chamber or Sub-Exhibitors who are members of a different character of the Chamber. In well-grounded cases, the Organizer may allow for a departure from the rule provided that the Sub-Exhibitor will be paid for according to the rate which would be obligatory for the Sub-Exhibitor if they applied for participating in the Exhibition on their own.

§ 19. After receiving the Application for Participation, the Show Organizer confirms participation by specifying the total cost of participation for that Exhibitor (pro-forma invoice). For additional orders placed after issuing of pro-forma invoice, pro-forma invoice is issued.

§ 20. The value and conditions of granting

rebates for the renting of un-built stand areas are specified in separate regulations.

§ 21. The cost of participation, as specified in pro-forma invoice, shall be paid by the Exhibitor within the deadline shown in the pro-forma invoice, but not later than 16 August 2019.

§ 22. The Show Organizer has a right to refuse confirmation of Application for Participation and refuse acceptance of participation in the Show for any Sub-exhibitor without giving the reasons.

§ 23. The exhibitor may withdraw his participation in the Show until 5 July 2019 in writing to be valid. After 5 July 2019, withdrawal is not possible. In case of withdrawal, which does not meet the conditions Exhibitor shall pay full charges even if it is not to participate in the event.

§ 24. The Exhibitor, which has not placed its withdrawal note and does not participate in the Show, shall pay participation costs as specified in pro-forma invoice.

§ 25. The Show Organizer may prevent participation in the Show, or remove from the Show, the Exhibitor and/or its Sub-exhibitors in case, when the payment is not made, as well as in case, when the Exhibitor and/or its Sub-exhibitors do not meet the Show purposes, as specified in § 2. Even when the participation of the Exhibitor and/or its Sub-exhibitors is prevented or the Exhibitor and/or its Sub-exhibitor(s) is (are) removed, such Exhibitor and/or its Sub-exhibitor(s) is (are) charged with full costs of participation, without any rights for any claims against the Show Organizer.

§ 26. All orders placed in the Exhibition area shall be realised if it is possible, however, the prices is higher by 100%.

#### **CONDITIONS FOR PARTICIPATION OF OTHER UNITS**

§ 27. Participation of other units in the Show is allowed, when accepted by the Show Organizer and on conditions specified by the Show Organizer. The acceptance may be denied by the Show Organizer without giving any reasons.

§ 28. The units present at the area of the Show without Show Organizer's consent may be removed with no rights to any claims and obliged to pay 4000 PLN penalty.

## THE STAND

§ 29. The stands are intended for presentation of the Exhibitor and its Sub-exhibitor offers.

§ 30. Locations of stands are defined by the Show Organizer at the Show Plan. Floorplan of the Exhibition will be published at website [www.agroshow.pl](http://www.agroshow.pl) and will be sent by e-mail.

§ 31. The Exhibitor and its Sub-exhibitors shall arrange their stands in 13 to 14 September 2019 between 8:00 and 19:00, at 15 to 18 September 2019 between 8:00 and 21:00. The exhibitor itself shall arrange its stand at its own cost.

§ 32. On 22 September 2019 (Sunday) disassembly and removal of the exhibits shall be made in from 17:00 till 21:00, except that:

- 1) a ban on moving vehicles which total weight is more than 3,5 tons is strictly prohibited on exhibition area.
- 2) the remove of self-propelled machines from the exhibition area will be possible after 20:00

§ 33. Disassembly and removal of the exhibits in 23 and 25 September 2019 shall be made between 8:00 and 21:00, in 26 September 2019 between 8:00 and 16:00

§ 34. In case if the Exhibitor rents other company for the Stand construction, transporting materials at the Stand or external catering company, Exhibitor obliged to provide the name of the company to the Organizer.

§ 35. The Exhibitors cannot exchange or join their stands, change stand numbers or make any other modifications without Show Organizer's consent.

§ 36. It is forbidden to occupy the area outside the stand borders, including, in particular, the passages. In case of non-compliance, the Show Organizer has a right to remove any and all parts and units being outside the stand borders at the Exhibitor's cost, and, moreover, charge the Exhibitor with the penalty in amount of PLN 2000, however, the stipulations contained in § 75 are in force for vehicles. The Exhibitor is responsible for its Sub-exhibitors.

§ 37. In case the property is left at the stand in 26 September 2019 after 16:00 o'clock, the Exhibitor shall be obliged to pay a penalty clause in amount of PLN 150 per each hour

started, which amount includes the remuneration of the security personnel. Also, the Show Organizer may remove the things, which are left, from the Show area at Exhibitor's cost. The Show Organizer is not responsible for any damages suffered by the Exhibitor in such case.

## POWER SUPPLY

§ 38. Power supply covers providing the supply to the Stand from 18-22 September 2019. Additionally, the Exhibitor can order: earlier supply to the Stand on 15-17 September 2019, power supply of the Stand during Stand disassembling at 23 September 2019, providing of connections in specified places in the stand, renting of switching-stations.

§ 39. In the Exhibition area both the Organizer and the Exhibitors are obliged to observe provisions of the Polish law for construction and use of power generation equipment, as well as relevant Polish Standards and OHS regulations.

§ 40. Electric connections ending with sockets are provided to the center of rear border of the stand, in accordance with the order. A connection shall be provided with a cutting-off appliance, should the ordered power be exceeded.

§ 41. Distribution of power supply in the Stand belongs to the Exhibitor, unless it ordered that service from the Organizer. When ordering connections in designated places in the Stand, the Exhibitor is obliged to deliver together with the order a plan with marked places, where the power supply should be provided. The connections shall not be provided in the Exhibition buildings.

§ 42. The power supply system exceeding 2.5 kW in the Stand should be equipped with a main switch and 30mA residual-current device. Equalizing connections and appliances ensuring quick power cut-off when safe touch voltage is exceeded should be used.

§ 43. Power supply shall be provided to the Stands from 15 to 23 September 2019 in hours described in § 45.

§ 44. Power supply connection to the Stand shall be done following the Exhibitor's request submitted in the Exhibition Office. The time of Stand connection depends on the order of requests.

**§ 45.** Stands will be supplied in electric power:

- 1) from 8:00–21:00 at 15-18 September 2019,
- 2) from 8:00–19:00 at 19-21 September 2019,
- 3) from 8:00 to 21:00 at 23 September 2019.

**§ 46.** For safety reasons, outside hours specified in the § 45, power supply to the Stand shall be disconnected, unless on a basis of a well-grounded request of the Exhibitor, the Organizer shall agree for a longer supply from 15-18 September 2019 and at 23 September 2019.

**§ 47.** From 9 August 2019 and during the Exhibition, any additional orders or changes in earlier orders shall be executed only if technically possible and on payment of an additional fee.

**§ 48.** The Organizer shall not be held responsible for any breaks in power supply.

**§ 49.** The Organizer shall not accept any complaints concerning breaks in power supply caused by exceeding the ordered power.

**§ 50.** Switch-stations ordered shall be at the Exhibitors' disposal from 15 to 22 September 2019.

#### **PRESENTATION OF MACHINES AT THE AIRSTRIP**

**§ 51.** Stands on the runway may be ordered only by the Exhibitors who ordered an exhibition Stand.

**§ 52.** In presentation can participate only machines settled by Organizer.

**§ 53.** The place and type of presentation is settled by Organizer.

**§ 54.** The price for the presentation includes marking out presentation place and fencing with portable fences.

#### **FIELD PRESENTATIONS OF MACHINES**

**§ 55.** The Exhibitors, which applied for participation in field presentation(s) in the Application for Participation form, may take a part in field presentations. The Show Organizer has a right to refuse acceptance of participation without giving the reasons.

**§ 56.** The conditions and rules of unloading and loading are regulated by the separate Field Equipment Presentation Rules and Regulations, and the rules contained in the Application for Participation form.

#### **ADVERTISING POLES**

**§ 57.** Renting of advertising poles covers their assembling and disassembling.

**§ 58.** The Organizer is obliged to send to the Organizer a plan for spacing the ordered advertising poles in its Stand to 9 August 2019.

**§ 59.** The poles cannot be located closer than 60 cm from the side line of the Stand and 15 cm from the front line of the Stand. Should the plan be not sent, their spacing shall be decided by the Organizer.

**§ 60.** Masts are made of fiberglass with a height of 8 m Maximum size of flags that can be put on the mast is: width of 1.5 m, a length of 4 m, flag should be made solely of polyester 110-130g. Do not hang any banners of PVC or other materials. Masts are not fitted as standard in the boom to the flag.

**§ 61.** Should a pole be damaged, the Exhibitor shall be obliged to pay to the Organizer costs of its repair, and should a pole be destroyed or lost – a contractual penalty of PLN 1.000 for each pole.

#### **OTHER ADDITIONAL SERVICES**

**§ 62.** The conditions for placing obligatory entry and the advertisement in the Show Catalogue are contained in the Application for Participation form. The location of some additional information in an obligatory entry to the Catalogue of the Exhibition, on top of the information specified in the Application Form, requires settlements with the Organizer and triggers extra charges. The Organizer shall not be liable for errors or omissions in the catalog.

**§ 63.** Individual security of the stand is ensured according to the rules contained in the procedures defined by the Show Organizer.

**§ 64.** Distribution and delivery of advertising materials and any other materials within the area of the exhibition and outside the area of a stand and at the car parks, can be carried exclusively by persons equipped in identifiers provided by Organizer. Distribution of advertising materials near the roads leading to exhibition and in places which obstruct traffic is forbidden.

**§ 65.** Advertisement by the driveways and at the fence surrounding exhibition at the airfield area means placing advertisement banners provided by the Exhibitor.

**§ 66.** The Exhibitor, which will not return the

additional equipment ordered, is obliged to pay the amount covering the value of the equipment non-returned, as specified by the Show Organizer.

**§ 67.** The Organizer is not responsible for interruptions and delays in access to the Internet due to technical reasons.

**§ 68.** The conditions for subscription car-park (attended) use in the separate Regulation. Exhibitors and sub-exhibitors may order the parking card for the time period, when the car-park is open, when placing the application for participation in the Show. Orders for shorter periods shall be placed at the car-park staff at the Show area.

**§ 69.** Cars which total weight is more than 3,5 t (except buses) can park at the exhibition area only in places designated by the Organizer after payment. If the parking was not ordered at appropriate order form, fee for entry is PLN 200.

#### **VEHICLE TRAFFIC AND PARKING**

**§ 70.** Across the roads on the exhibition and at the roads leading to exhibition general rules applicable to traffic on public roads, but the vehicles can not exceed 20 km/h speed.

**§ 71.** The traffic of mechanical vehicles is allowed at the Show area in designated communication routes:

- 1) From 13 to 18 September 2019,
- 2) in 22 September 2019 from 17:30
- 3) from 23 September to 26 September 2019, on the passages.

Particular care must be exercised.

**§ 72.** Without prejudice to stipulations contained in point § 73 from 19 to 21 September 2019 and in 22 September 2019 no mechanical vehicles are allowed at the Show area, except the authorized ones and the Show Organizer vehicles properly marked.

**§ 73.** The exception to the rule laid down in § 72 is possibility to enter the vehicle into the Exhibition area on 19-21 September 2019, from 17:30 to 18:30 and leave the Exhibition area till 19.00. A condition of entry is a deposit of cash in the amount of 200 PLN. The deposit becomes a penalty clause paid to the Show Organizer, when the vehicle in question has not left the Show till fixed hours.

**§ 74.** The vehicles may be parked at the

Show area in parking locations shown by the Show Organizer only.

**§ 75.** The vehicles, which will be parked at the Show area, when the Show will be opened for visitors, vehicles, which have not left the Show area according to § 73, vehicles parked in prohibited places, especially at bus parking, will be removed to parking areas or wheel clamps will be used. The Show participant, whose vehicle will be removed as described above, will pay the lump sum of PLN 500 + VAT to cover the costs of vehicle removal (platform truck). In addition, regardless of whether the vehicle will be removed and independently from the forfeiture of the deposit, Show participant will be required to pay to the Organizer a contractual penalty in the amount of 1000 PLN. The penalty in amount of 300 PLN applies for a dismantling wheel clamp.

**§ 76.** The Show Organizer may issue the Service Card for the Exhibitor's service vehicle in exceptional situations only, which are connected with Exhibitor's machines presented at the field presentation(s). Vehicles equipped with a service card should be parked on a specially designated parking lot till 8:45a.m. and can move only between designated parking and presentation field.

**§ 77.** The traffic of machines to be presented at the field presentation(s) may take place in time and on conditions specified by the Show Organizer during the Show.

**§ 78.** The organizer may check any of the persons who conduct sobriety vehicles throughout the shows and take any action in the case of drunk driving.

**§ 79.** The Show Organizer and Security Service have a right to take any and all means to ensure that the stipulations contained in §§ 70-78.

**§ 80.** The Show participant is not entitled to any claims, including any damages for the effects of activities of the Show Organizer and/or the Security Service ensuring compliance with the stipulations contained in §§ 70-78.

#### **STAYING AT THE SHOW AREA**

**§ 81.** Outside the hours:

- 1) from 8:00 to 19:00 from 13 to 14 September 2019,
- 2) from 8:00 to 21:00 from 15 to 18 September 2019,
- 3) from 7:00 to 19:00 in 19-21 September 2019,
- 4) from 7:00 to 21:00 at 2 September 2019,
- 5) from 8:00 to 21:00 from 23-25 September 2019,
- 6) from 8:00 to 16:00 at 26 September 2019  
no persons may be present at the Show area, except security workers.

**§ 82.** Each stay at the Show area outside the hours mentioned in § 81 needs to be agreed with the Show Organizer and Security Service.

**§ 83.** The Security Service has a right to remove by force each person, who is present at the Show area in time as specified in § 81, if that presence is not agreed in accordance with stipulations of § 82.

## **SECURITY**

**§ 84.** The purpose of security service is to ensure safety at the Show area and the protection of the exhibition area. The Security Service personnel wear uniforms.

**§ 85.** Security workers may give orders for the Exhibitors in order to ensure security. The Exhibitors are obliged to observe those orders.

**§ 86.** Before leaving a Stand Exhibitors are obliged to secure their exhibits and appliances in a proper manner. Individual protection of a Stand can be provided only in case it is explicitly ordered in the Participation Application Form.

**§ 87.** The equipment may be taken out from the Show area on the basis of the Material Passport only, which is issued by the Show Organizer in the Exhibition Office.

**§ 88.** The vehicles leaving the Show area are subject to inspection, which aims at checking the vehicle regarding the equipment taken out from the Show area. Within the frames of inspection, the Security Service may register personal data of the driver and the data of the vehicle.

## **LOADING AND UNLOADING**

**§ 89.** The equipment for loading and unloading is accessible in the first place for those Exhibitors, which applied for such equipment in the Application for Participation form.

**§ 90.** The conditions and rules of unloading and loading are regulated by the separate Unloading and Loading Rules and Regulations, and the rules contained in the Application for Participation form.

## **ORGANISATIONAL STIPULATIONS**

**§ 91.** From 13 to 24 September 2019, from 8:00 till 18:00, the Exhibition Office is open.

**§ 92.** During the Show, no disassembly of the stand and removal of stand equipment and exhibits are allowed without Show Organizer consent.

**§ 93.** Except the advertisement located at the stand, and advertisements ordered or allowed by the Organizer outside the stand, any other forms of advertisement at the Show area are allowed with Show Organizer consent only. In case, when such advertisements will be placed without Show Organizer consent, they will be removed at the Advertiser's cost and risk.

**§ 94.** Any political activity at the Show area without the Show Organizer consent is forbidden.

**§ 95.** Show participants are obliged to comply with the Show Statute, other rules and regulations, as well as to observe any and all orders and decisions of the Show Organizer and the persons servicing the Show in the name of the Show Organizer. In case of questions or disputes, including interpretation of the Statute and the rules and regulations, the final decision shall be made by the Exhibition Director.

**§ 96.** The units, which participate in the Show, are obliged to ensure that their personnel complies with the rules being in force at the Show area, and they are responsible for their personnel.

**§ 97.** Exhibitors shall be obliged to ensure their Sub-Exhibitors and their personnel adhere to regulations in force at the Exhibition, and they shall be held responsible for them.

**§ 98.** Outside opening hours of Exhibition, organization of meetings and banquets in the Exhibition area is prohibited.

**§ 99.** The organizer has the right to monitor compliance with the rules enclosed in Exhibition Regulations.

**§ 100.** In case of posing a danger for persons or property, disturbing the order, violation of the Statute and the rules and regulations, and non-compliance with Show Organizer deci-

sions and the personnel servicing the Show, the Show participant may be removed from the Show area without any rights for claims against the Show Organizer.

### **RESPONSIBILITY AND CLAIMS**

**§ 101.** The Exhibitor has no right for any claims in the following cases:

- 1) If it does not use the entire stand area.
- 2) If it participates in a part of the Show only.
- 3) If it does not use a part of services ensured by the Show Organizer

**§ 102.** The Show Organizer is not responsible for any property of Show participants, which will be damaged or lost as a result of, in particular, the theft or otherwise, as well as for any damages caused by Show participants themselves (including the ones resulting from intellectual property rights and the similar).

**§ 103.** The Exhibitors and other units participating in the Show are obliged to insure their property in their own capacity, in particular, it is valid for the equipment exhibited and presented, as well as to take out the indemnity insurance.

**§ 104.** The Show Organizer is responsible for non-delivery of the services connected with the

Show, when such services have been not delivered by Show Organizer's deliberate fault only.

**§ 105.** The organizer does not accept any responsibility for the consequences of adverse weather conditions, it is not obliged to reimburse benefits paid by the participants of the Exhibition.

**§ 106.** The Exhibitors are obliged to place any claims in writing within the duration time of the Show, otherwise the claims will not be accepted.

**§ 107.** In well-grounded cases, the Show Organizer reserves the right to cancel or shorten the Show, or to change the location or dates of the Show, as well as to limit the range of the Show without any rights for damages.

**§ 108.** The disputes between the Show participants and the Show Organizer shall be solved by the Courts proper for the Show Organizer registered office, according to the Polish Law.

**§ 109.** In case of doubts connected with interpretation, Polish texts of the Statute and the rules and regulations prevail.

### **Annex to the Statute**

**§ 19 is amended as follows:**

**§ 19.** After receiving the Application for Participation, the Show Organizer confirms participation by specifying the total cost of participation (in PLN) for that Exhibitor (pro-forma invoice) or in the case of countries outside the European Union in Euro according to the exchange rate set by the Organizer. For additional orders placed after issuing of pro-forma invoice, pro-forma invoice is issued.

## **THE REGULATIONS ON GRANTING OF REBATES FOR RENTING OF EXHIBITION AREA**

I. The Ordinary Members of the Polish Chamber of Commerce for Agricultural Machines and Facilities.

1. A primary rebate of the value of 50% of a standard price.
2. An additional rebate can be granted depending on the length of the membership amounting to:
  - 1) 2% of the price for one year of ordinary

- membership (total rebate of 52%),
- 2) 5% of the price for two years of ordinary membership (total rebate of 55%),
- 3) 9% of the price for three years of ordinary membership (total rebate of 59%),
- 4) 14% of the price for four years of ordinary membership (total rebate of 64%),
- 5) 20% of the price for five years of ordinary membership (total rebate of 70%),

- 6) 30% of the price for at least six years of ordinary membership (total rebate of 80%).
3. In case of the change of the type of membership, each 3 full calendar years of extraordinary membership are treated as one year of ordinary membership.
- II. The Extraordinary Members of the Polish Chamber of Commerce for Agricultural Machines and Facilities
1. A primary rebate of the value of 30% of a standard price.
    2. An additional rebate can be granted depending on the length of the membership amounting to:
      - 1) 4% of the price for one year of extraordinary membership (total rebate of 34%)
      - 2) 8% of the price for two years of extraordinary membership (total rebate of 38%)
      - 3) 12% of the price for three years of extraordinary membership (total rebate of 42%)
      - 4) 16% of the price for four years of extraordinary membership (total rebate of 46%)
      - 5) 20% of the price for at least five years of extraordinary membership (total rebate of 50%)
- III. The entities, which are not members of the Polish Chamber of Commerce for Agricultural Machines and Facilities
- A primary rebate of the value of 20% of a standard price on condition that payment is made on time.
- IV. The conditions of granting rebates
1. The application of participation submitted till May 10th, 2019,
  2. The payment of the participation fee in the Exhibition till the date specified by the Organizer in the pro-forma invoice provided of paying in time.
- V. The conditions of granting additional rebates to the members of the Polish Chamber of Commerce for Agricultural Machines and Facilities
1. Additional rebates are granted exclusively in case of:
    - 1) validity of a primary rebate,
    - 2) fulfilling of the obligations towards the Chamber at their due dates,
  2. Carrying of payments beyond their due dates is considered to take place when:
    - 1) the payments to the benefit of the Chamber of whatever title in the amount of at least 500 PLN, which exceed their due dates by at least 7 days,
    - 2) the payments to the benefit of the Chamber, regardless of their value, which were sentenced by a court on the motion put forward by the Chamber,
  3. When determining on the timeliness of payments carried to the benefit of the Chamber the timings from the last day of a preceding exhibition to the first day of the Exhibition, for which the rebate shall be granted are considered,
  4. The length of the membership is calculated in full calendar years till the first day of the Exhibition for which the rebate shall be granted, with the provision that the members who submitted an access declaration in the time between the Exhibition and December 31st is considered as a full year, as if the access declaration was submitted before the start up of the Exhibition.

## **UNLOADING AND LOADING RULES AND REGULATIONS AT THE AGRO SHOW 2019 GENERAL STIPULATIONS**

1. The Show Organizer ensures the equipment for unloading and loading the exhibits, which includes cranes, load capacity up to 20 tons, and forklift trucks, load capacity up to 3 tons, as well as the ramp. Other than the organizer's equipment can not provide paid services and will be removed from the Exhibition area.
2. First, the unloading and loading services are rendered for the Exhibitors, which have ordered such services together with placing the Application for Participation form.
3. In the case of ordering of unloading-loading services at the Exhibition area the gross prices from the prices contained in the application forms rounded to the nearest ten applies.
4. In case of change of the type of the rented

- equipment or services or the date of unloading-loading fee is charged, which consists of the difference in the cost of equipment rental and an additional fee of 25% of the difference in prices from paragraph 3. The amount of fee is charged up to full zloty. In case of change of the service which is more expensive to cheaper, difference is not returned.
5. When unloading and loading, the Forwarder Manager represents the Show Organizer, and he supervises and leads forwarding activities.
  6. Without prejudice to stipulations contained in points 7, 8 and 9 unloading and loading activities will be carried out in 15 September 2019 from 8:00 to 16:00, in 16 September 2019 from 8:00 to 18:00, in 17 and 18 September 2019 from 8:00 to 21:00, in 23-24 September 2019 from 8:00 to 21:00, in 25 September 2019 from 8:00 to 18:00, in 26 September 2019 from 8:00 to 16:00. The Organizer has the right to cease its loading and unloading activities, particularly in case of unfavourable weather conditions. After the resumption of works the former sequence of service of the customers will be observed.
  7. The applications for loading and unloading activities shall be accepted only till dusk. In the period between dusk and the hours specified in point 6, only the works commenced earlier shall be completed.
  8. With the reservation of p. 9, the start up of loading and unloading activities after dusk and the hours specified in point 6 is possible exclusively in exceptional situations, after the consent of the Logistics Manager is granted to do so, who makes a note of this fact in the Confirmation of the Accomplishment of Logistics Services. In order to obtain such a consent it is required to present the technical specification of the exhibits, the information on their hooking points and mass distribution (as well as appropriate lifting slings or other auxiliary appliances, if required), and a performed visit to the stand of an appropriate equipment Operator. The loading and unloading activities started up after dusk and beyond the working hours specified in point 4, shall be carried at an exclusive risk of an Exhibitor, and in case of any damages an Exhibitor has no right to and cannot submit any claims regarding the quality of the service nor any claims against the Organizer.
  9. The loading and unloading activities with the use of a ramp can be carried exclusively in the hours specified in point 6, with no possibility of any deviation from this principle.
  10. Unloading and loading operations will be carried out on the basis of the order of orders for unloading/loading placed at the Forwarder Manager office in that day. It is not possible to order the lifting equipment for the next day or any other day.
  11. The order of unloading and loading activities (execution of orders placed) is decided by the Forwarder Manager. The dates and times contained in the Application for Participation form are for information on the Exhibitors' needs each day only and they are not the basis for booking the lifting equipment and for any other claims.
  12. Each time after finishing the unit Forwarder operation (unloading, loading, etc.), the lifting equipment remains under administration of the Forwarder Office, and it is not possible to keep it at the stand for future loading and unloading operations.
  13. If the downtime between two operations is more than 15 minutes, and the Exhibitor wants to keep the lifting equipment at his disposal, it is possible against the Forwarder Manager consent, and verification of time remaining to use by Exhibitor's for forwarding services.
  14. Also, the rules set forth in point 13 above are valid in situations, when, in course of activities connected with exhibit assembly, the lifting equipment delivered waits for more than 15 minutes for next parts to be installed (e.g. the ones transported in the other lorry, which has not arrived to the Show area yet).
  15. When establishing the order of execution of Exhibitors' orders, the Forwarder Manager will not take into account any agreements between the Exhibitors and lifting equipment operators.
  16. Each non-typical order (e.g. when two cranes at the same time are needed, or the crane loading capacity more than 20 tons

is required, or the forklift truck loading capacity more than 3 tons is needed), requires confirmation of the order by the Forwarder Manager till 1.07.2019 at the latest, and establishing payment terms, in addition to the specification in the order.

- 17 Exhibitor who wishes to use the crane other than the Organizer is obliged to report it to Organizer on form D, page 3 in order to obtain permission to enter. It authorizes the entry to the exhibition area and perform services only in the Exhibitor's stand.
- 18 In the case of work on a different stand than reported in the Permit For Entry, will be charged a penalty in the amount of 1000 PLN.

### **SAFETY RULES**

19. The persons, whose presence is necessary during unloading/loading operations only, are allowed at the area of unloading/loading operations.
20. When unloading/loading, both the Exhibitors and lifting equipment operators are obliged to strictly observe occupational health and safety rules and comply with all Forwarder Manager orders.
21. Unloading and loading are carried out at the Exhibitor's risk.

### **CRANE**

22. The crane work time starts after arrival of the crane to the Exhibitor. During operation, the crane carries out preparatory activities for lifting the exhibit (amongst others, positioning of supports, positioning of the crane jib, placing the slings, etc.), exhibit lifting, lowering, positioning and re-positioning activities, and finishes with folding its supports, thus ending its work for the Exhibitor.
23. After all operations are ended, the Crane Operation Card is signed, in which the time used for handling operations is confirmed by the Exhibitor's representative, who has been present during unloading/loading operations.
24. The crane operator cannot place the slings on the exhibit himself, all activities connected with placing the slings on the exhibit must be carried out by the Exhibitor's personnel, who knows correct locations for them, as well as the location of the centre

of gravity. The crane operator may (but he is not obliged to) help during execution of activities mentioned above, or he may carry out those activities against the order and at the risk of the Exhibitor only.

### **FORKLIFT TRUCK**

25. The forklift truck work time starts after arrival of the truck to the customer. It includes the time for preparation for exhibit unloading, loading or re-positioning operation (including exhibit inspection in order to find out the locations proper to insert the fork in order to lift the exhibit), and the handling operation itself.
26. After all operations are ended, the Forklift Truck Operation Card is signed, in which the time used for all handling operations is confirmed by the Exhibitor's representative, who has been present during unloading/loading operations.

### **RAMP**

27. The ramp is used exclusively for unloading and loading operations. It is impossible to use the ramp for purposes other than the ones mentioned above (such as, for example, assembly works).
28. It is forbidden to occupy the ramp with no grounds, as well as blocking the ramp and the adjacent area with parked vehicles and machines, or waiting for arrival of another lorries with the Exhibitor's equipment, etc.
29. Any equipment, which blocks the ramp and the adjacent area, will be removed at Exhibitor's cost and risk.

### **REMARKS AND CLAIMS**

30. In case of disputes or doubts, immediately contact the Forwarder Supervision in order to clear them.
31. No claims are accepted after signing the Operation Card.
32. No claims and remarks connected with the order of execution of unloading/loading orders, waiting time for execution of unloading/loading order previously placed, and no possibility of reservation and leaving the equipment on more than one shipping operation at single company.

# REGULATIONS FOR PRESENTATION OF MACHINES AT THE EXHIBITION AGRO SHOW 2019

1. These terms and regulations define the organizational principles for demonstrations of operating machinery during AGRO SHOW 2019 hosted by the Polish Chamber of Commerce of Agricultural Machines and Facilities ("the Host").
2. The equipment operation can be demonstrated exclusively outside the Exhibitor's stand at a place designated by the Host.
3. The number of machines to be demonstrated is limited. It is the Host who decides about admitting a given machine for the demonstration.
4. The Host can admit only such Exhibitors who fulfill all conditions provided for in the Terms and Conditions of the Exhibition and these terms and regulations of the Show.
5. The Show takes place between 20 and 22 September 2019.
6. A person responsible for managing the shows ("Head of the Shows" is appointed by the Host.
7. Each Exhibitor is obliged to designate their own trained personnel in the amount allowing to operate the demonstrated machinery, and to provide the Host with a short description of the machine.
8. Each Exhibitor may be obliged by the Host to additionally designate (apart from the personnel mentioned in item 7) one competent employee to aid the Head of Shows.
9. The shows are managed by the Head of Shows who issues binding instructions for the participants and persons designated by the Host to help them ("Administrator" and "Helpers").
10. The machine will be qualified for the shows only if the participation fee is made and the machine description is provided on time.
11. The Head of Shows develops a schedule of shows determining:
  - a. the participants,
  - b. the place of shows,
  - c. the number and type of machines demonstrated by each Exhibitor,
  - d. the order of machines operating,
  - e. approximate duration of particular presentations.
12. The show schedule will be presented to the participants during the organizational meeting that will take place on 18 September 2019, at 12:00.
13. In organizationally justified cases, the schedule may be totally or partially amended by the decision of the Head of the Show.
14. If the sequence of shows changes, the Head of the Shows informs the participants in advance allowing them to prepare for the presentation.
15. The Exhibitors who take part in the show are obliged to leave the machines in a special parking lot until 18:00 on 18 September 2019, and each time after they participate in a show.
16. The Host does not provide the participants with any additional equipment, materials, etc. necessary to perform the show.
17. Each day at 10:00, the Head of Shows may organize a briefing with persons designated by the Exhibitors and the Helpers to determine the order and principles for the equipment presentation, in particular when it comes to safety conditions.
18. The Exhibitor who fails to attend the briefing on 18 September as well as on the show days, and fails to confirm their attendance in the briefing, will be excluded from that day of show. In such a case the participant is not entitled to any claims towards the Host, especially the claim for reimbursement of the paid fee.
19. The machines intended for shows wait for the demonstration in the place indicated by the Host.
20. The participant of the show is obliged to secure the machinery in standstill against start-up.
21. After the show, the machines can be moved to the parking lot of the show machinery only upon consent of the Head of the shows or the Administrator under supervision of the Helpers, with special care.
22. On the presentation day, the machines, half an hour before the show starts, are group in a place and formation indicated by the Head of the Shows so they full readiness for the demonstration is ensured.
23. During the show, the machine or equipment operator starts-up the machine only after the express instruction from the Head of the Show or the Administrator.
24. The participants of the presentation (employees and coworkers of the Exhibitor) are obliged to immediately and fully comply with all instructions from the Head of the Show or Administrator and Helpers.
25. If the participant of the presentation violates any of these Terms and Regulations, the Head of the Show can exclude the Exhibitor from the Show. In such a case the Exhibitor is not entitled to any claims towards the Host, especially the claim for reimbursement of the paid fee.
26. The Exhibitor is liable for their own or their personnel and employees' actions or omissions and for any negative consequences of the work of their equipment.
27. During the shows, all participants are strictly forbidden to drink alcohol and to remain in the location of the show after drinking alcohol.
28. The Host can carry out a sobriety check on the machine operators taking part in the show.
29. During the shows, all comments and motions concerning the presentation of machines must be addressed exclusively to the Head of the Shows.

# **PROCEDURES FOR HANDING OVER THE EXHIBITOR PROPERTY FOR INDIVIDUAL STAND PROTECTION**

1. The responsibility for the property left at the stand is taken over by the Security Service after the visitors and the personnel have left the stand, but not earlier than at 18:00.
2. The person authorized by the Exhibitor, together with the Security Service worker, make the take-over protocol.
3. The Exhibitor is obliged to comply with the recommendations of the Security Service worker regarding placing Exhibitor property parts at the stand, as well as any other recommendations aiming at protection of Exhibitor's property.
4. The take-over protocol shall be signed by the person authorized by the Exhibitor and the Security Service worker. In case, when the Exhibitor does not comply with his recommendations, as mentioned in point 3 above, the Security Service worker may report that fact in the protocol.
5. After the take-over protocol is signed, no Exhibitor personnel or third persons may be present at the stand area.
6. The Exhibitor takes over the stand again till 9:00 o'clock next day, when the Exhibitor's personnel has arrived to the stand.
7. The stand is taken over after verification of the take-over protocol made previous day and after making a written confirmation that no incorrectness has been found or describing incorrectness found, by the person authorized by the Exhibitor and the Security Service worker.
8. After taking over of the stand by the Exhibitor in accordance with point 7 above, confirmed by the take-over protocol, the Security Service worker leaves the stand and the Exhibitor becomes responsible for his property again.
9. In case no take-over protocol is made due to the Exhibitor's fault, no claims against the Security Service worker or company that holds the contract with the Organizer.