

## TSW2025

### REGULATIONS OF THE FRUIT AND VEGETABLE INDUSTRY FAIR

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

TSW 2025 Fruit and Vegetable Industry Fair, hereinafter referred to as the Fair.

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

January 22 – 23, 2025

22 January 2025 (Wednesday) – opening hours: 9.00 – 17.00 .

23 January 2025 (Thursday) – opening hours: 9.00 – 16.00.

#### **3. LOCATION**

Targi Kielce S.A., ul. Zakładowa 1, 25-672 Kielce

#### **4. ORGANIZER**

Oficyna Wydawnicza Oikos sp. z o.o., ul. Kaliska 1/ 7, 02-316 Warsaw, tel.: 22 822 03 34, fax: 22 822 66 49, e-mail: tsw@tsw.pl, Court Register No KRS 00000-82863, VAT No 118-00-09-226, Statistic No (REGON) 011570708, Share capital 393.000 PLN.

#### **5. TSW TRADE MARK**

The owner of the TSW Targi Sadownictwa i Warzywnictwa trademark is Oficyna Wydawnicza Oikos sp. z o.o., Warsaw 02-316, ul. Kaliska 1/7, Poland.

#### **6. THEMATIC SCOPE OF THE FAIR:**

- Horticulture,
- Vegetable growing,
- Agricultural machinery,
- Trade publications,
- Industry organisations and associations.

#### **7. THE NAMES USED IN THE REGULATIONS SHALL MEAN:**

7.1. Exhibitor – a natural person conducting business activity, an organizational unit without legal personality, i.e. a commercial law partnership or a legal person conducting business activity, presenting an offer consistent with the thematic scope of the Fair, renting a specific space at the Fair.

7.2. Co-Exhibitor – an entity which, with the knowledge and consent of the Exhibitor and after registering its presence with the Fair Organizer, shares the fair stand with the Exhibitor and presents its own products or services.

7.3. Exhibitor's Panel – an electronic platform used:

- to handle the Exhibitor's orders,
- to collect data on ordered services and equipment,
- for invoicing orders placed by the Exhibitor in subsequent editions of the Fair.

7.4. Agreement – an agreement concluded as a result of the TSW Organizer's acceptance of the Order, placed by the Exhibitor through the Exhibitor's Panel on the terms and conditions set out in these Regulations.

## **8. CONDITIONS OF PARTICIPATION**

8.1. The conclusion of the participation Agreement in the Fair between the Organizer and the Exhibitor takes place after the Exhibitor submits an order via the Organizer's registration system (filling in the application form) on the Organizer's website – [www.tsw.pl](http://www.tsw.pl).

8.2. By submitting a registration via the registration system on the Organizer's website, The Exhibitor agrees to the terms and conditions of these Regulations, which are accepted by the Exhibitor and constitute an integral part of the Agreement concluded between the Organizer and the Exhibitor.

8.3. In order to participate in the Fair, the Exhibitor must receive confirmation of participation from the Organizer's registration system and pay the agreed fees within the specified dates, indicated in the proforma invoices received from the Organizer, from the Organizer's registration system. Confirmation of participation is sent from the Organizer's registration system.

8.4. The Organizer reserves the right to refuse to accept the Exhibitor's participation in the Fair without giving a reason. In such a case, the Organizer sends information to the Exhibitor's e-mail address about the inability to accept the application for participation in the Fair.

8.5. In the event of the Organizer's refusal to confirm the application for participation in the Fair, the Exhibitor is only entitled to a refund of the fees incurred by the Organizer.

8.6. The Exhibitor may lose the right to participate in the Fair in the following cases:

- (a) no stand fee,
- (b) non-compliance with the provisions of the Regulations.

In the above cases, the TSW Organizer may submit to the Exhibitor a statement of termination of the participation Agreement in the Fair without notice.

8.7. If the Exhibitor nominates several companies as Co-Exhibitors, one person should be indicated who is authorized to represent all companies and will be responsible for contacting the Organizer. The minimum area of the stand with the Co-Exhibitor is 15 m<sup>2</sup>.

8.8. The Co-Exhibitor acquires the right to participate in the Fair after being notified by the Exhibitor via the registration system on the Organizer's website until **December 30, 2024** and payment a fee of PLN **1,000 net** per one Co-Exhibitor.

8.9. The Exhibitor is obliged to inform the Co-Exhibitors about the Fair Regulations and the conditions of participation. The Co-Exhibitor is obliged to comply with the TSW2025 Fair Regulations.

8.10. The Exhibitor is not entitled to sublease or put into use part of the stand without the consent of the Organizer.

## **9. PAYMENT TERMS**

9.1. The price of the stand area, stand construction, equipment and the obligatory registration fee can be found in the Exhibitor's registration system on the website **tsw.pl**. The ordered stand will be handed over to the Exhibitor only after all payments have been made.

9.2. The Organizer issues a pro forma invoice based on the order, with a 14-day payment period. Payment of the amount due 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, is not paid on time.

9.3. In the event of payment delay, the Organizer reserves the right to revoke previously granted discounts.

9.4. An advance invoice will be issued no later than on the 15<sup>th</sup> day of the month following the month in which the Organizer received the transfer. It will be available for download on the Exhibitor's account in the registration system.

The final invoice will be issued no later than on the 15<sup>th</sup> day of the month following the month in which the service was provided and will be available for download on the Exhibitor's account in the registration system.

9.5. Payments in PLN should be made to the following account: 12 1020 1042 0000 8102 0240 5918, Oficyna Wydawnicza Oikos sp. z o.o., Kaliska 1/ 7, 02-316 Warsaw, Poland.

9.6. Payments in Euro should be made to the following account: BLZ: 10201042; IBAN: PL95102010420000830202406460; SWIFT (BIC): BPKOPLPW  
Oficyna Wydawnicza Oikos sp. z o.o., Kaliska 1/ 7, 02-316 Warsaw, Poland, VAT No: PL1180009226.

9.7. Foreign Exhibitors who are based in an EU country and are registered, will be invoiced without value added tax (VAT) for EU VAT purposes. VAT is settled by the Issuer on the basis of the reverse charge principle. In order to issue a VAT-free invoice to foreign contractors residing in EU countries, it is necessary to provide the correct EU VAT number.

## **10. CANCELLATION**

10.1. The Exhibitor is entitled to withdraw from the Agreement by a statement submitted to the Organizer in writing, sent by e-mail to the address: [tsw@tsw.pl](mailto:tsw@tsw.pl). The Organizer is obliged

to confirm the Exhibitor's withdrawal from the Agreement in electronic form to the Exhibitor's e-mail address.

10.2. If the Exhibitor terminates the Agreement of participation in the Fair without notice period, the Organizer has the right to demand payment from the Exhibitor for the lack of fees resulting from the application in the Organizer registration system, determined on the date of submission by the Exhibitor resignation on termination of the Agreement without the notice period. The Exhibitor is not entitled to a refund of previously paid fees.

10.3. If the Exhibitor submits a statement of resignation from participation in the Fair by **October 31, 2024** all amounts paid by the Exhibitor shall be refunded, except for the Exhibitor's registration fee. Settlements with the Exhibitor related to the resignation from participation in the Fair will be made within 14 days from the date of formal resignation by the Exhibitor.

10.4. In the event of the Exhibitor's resignation from participation in the Fair **after October 31, 2024**, the Organizer shall charge the entire registration fee and 50% of the remaining fees resulting from the order.

10.5. In case of resignation from participation in the Fair after **December 1, 2024** or failure to take over the stand by the Exhibitor, the Exhibitor is obliged to pay 100% of the amount due for rental of the exhibition space, together with the costs of all previously ordered services, i.e. the costs of the registration fee, additional stand equipment and advertising.

10.6. Failure of the Exhibitor to report on the day preceding the Fair and failure to construct the stand shall be treated as resignation from participation in the Fair, with the consequences specified in point 10.2.

10.7. The Organizer may cancel the Fair, change the date of the Fair, postpone or shorten the date of the Fair for reasons unforeseen or beyond the control of the Organizer (in particular such as: force majeure, decisions of state authorities). In such cases, the Exhibitor shall not be entitled to compensation or reduction of the amounts due to which it is obliged to pay under the Agreement.

## **11. STAND LOCATION**

11.1. The Fair Organizer does not guarantee the possibility of choosing the exhibition stand indicated by the Exhibitor. The possibility of choosing a specific exhibition venue is determined by the order of applications.

11.2. The Fair Organizer reserves the right to change the location and size of the space ordered by the Exhibitor for organizational, design and technical reasons, as well as for reasons beyond the control of the Organizer. In such a case, the Exhibitor is not entitled to compensation from the Organizer.

## **12. STAND EQUIPMENT AND ADDITIONAL SERVICES**

12.1. The Exhibitor may rent:

**(a) built-up area in the Octanorm system – standard stand.**

The Organizer provides installation in the Octanorm system, as part of the fee for the exhibition space in the hall (white walls with a 2.4 m high frame, frieze with the stand number and the company name),

- coffee table, 4 chairs, hanger, trash can, counter,
- grey carpeting,
- one double power socket,
- connection of 230 V with a power of up to 3 kW,
- lighting,
- general lighting of the Fair area,
- general protection of the Fair area,
- cleaning of the Fair's communication routes,

**(b) open space for individual development according to the Exhibitor's design.**

The Organizer provides, as part of the fee for the exhibition space in the hall:

- general lighting of the Fair area,
- general protection of the Fair area,
- cleaning of the Fair's communication routes,

**(c) open space for the machinery display.**

The Organizer provides, as part of the fee for the exhibition space in the hall:

- general lighting of the Fair area,
- general protection of the Fair area,
- cleaning the Fair's communication routes.

12.2. All additional services related to the arrangement and equipment of the stand are payable. They will be provided on the basis of additional equipment order submitted by the Exhibitor in the Exhibitor's registration system by **November 30, 2024 at the latest.**

12.3. Resignation from previously ordered arrangement is possible until **November 30, 2024. The Exhibitor will be charged additional fee for dismantling of PLN 55.00 per m<sup>2</sup>.**

12.4. The fee for additional equipment must be paid by **November 30, 2024.**

12.5. Additional equipment ordered after **January 1, 2025 is 100% more expensive than the standard price.**

12.6. The Exhibitor renting open space in the hall and carrying out the construction of the stand through an independent contractor or using his own constructions, is obliged to notify

the Organizer by submitting data of an external Contractor of the stand in the registration system by **October 31, 2024**. In such a situation, the Exhibitor is obliged to provide the Organizer with the stand construction design by **October 31, 2024**, and to obtain the Organizer's approval (if the construction exceeds 2.5 m in height), and consent for the implementation of the construction.

12.7. The submitted design should comply with the construction law and other rules and standards in force in Poland, as well as with the regulations in force at the Targi Kielce venue.

12.8. In the absence of the above-mentioned documents, the fire services of the facility have the right to secure the elements of the stand or remove them at the expense of the Exhibitor.

12.9. The exhibitor and the company building the stand on his behalf are responsible for the rented space and safety during the stand construction, including liability for damage to person and property that may occur during the stand construction.

12.10. The Contractor constructing the stand is obliged to remove all waste and elements remaining after construction from the stand and communication routes. He is obliged to segregate and utilize, under pain of being charged by the Organizer with all costs of their removal.

12.11. Each wall directly adjoining another stand and higher than 2.5 m (from the side of the other stand) must be aesthetically finished in white on its entire surface, and must not contain advertising content. Any deviations must be individually consulted with the Organizer.

12.12. Any changes in the stand equipment and in the ordered media reported by the Exhibitor after the date indicated in these Regulations will be implemented as far as possible. The Exhibitor waives all possible claims against the Organizer if the Organizer cannot implement the changes reported after the indicated date.

12.13. The Contractor must take into account free access to all technical devices in the exhibition facility. In case of hindered access to any equipment, the stand will be dismantled at the expense of the Exhibitor. If necessary, each Exhibitor is obliged to enable – at each request of the Organizer, submitted in any form – to carry out technical installations supplying power to subsequent stands through its own stand.

### **13. RULES FOR THE PRESENTATION OF EXHIBITS AND SERVICES**

13.1. The Exhibitor is obliged to present its offer in accordance with the thematic scope of the Fair, specified in point 6. of the Fair Regulations. If the company wants to present an offer inconsistent with the subject of the Fair, the Organizer may refuse participation in the Fair.

13.2. It is forbidden to advertise companies that are not Exhibitors or Co-Exhibitors at the stand.

13.3. In the exhibition hall, it is forbidden to make structures and exhibits in the passageways, evacuation and fire routes.

13.4. Exhibits must be located inside the stand, and equipment displays must not hinder or prevent the safe movement of the Fair participants.

13.5. The Exhibitor is obliged to inform the Organizer about the intention to display elements whose weight exceeds 1500 kg per 1 m<sup>2</sup>.

13.6. It is forbidden to place exhibits or advertising materials on the walls of the stand using a technique that causes or may cause permanent damage to the stand walls. In the event of damage, the Organizer will charge the Exhibitor with the costs of removing the damage.

## **14. ADVERTISING**

14.1. The Organizer reserves the right to film and photograph the stands, as well as to document the course of the Fair and accompanying presentations, and to use these materials for its own purposes without any obligation to the Exhibitors or third parties. The Exhibitor declares that the above will not violate any intellectual rights of third parties, as well as agrees to the image distribution of the Exhibitor's representatives and the Exhibitor's stand staff for an indefinite period of time.

14.2. The Exhibitor has the right to display and advertise his goods and/or services only within his own stand. Exhibits may not obscure neighbouring exhibitions and may not interfere with the work of other Exhibitors, e.g. by using sound equipment.

14.3. The Exhibitor prepares advertisement at his own expense and responsibility. The Organizer shall not be liable for any errors in the content of advertisements prepared by the Exhibitor.

14.4. Advertising must not interfere with the general concept of the Fair, health, safety and order regulations, and be burdensome for other Exhibitors and Visitors.

14.5. Advertising outside the stand during the Fair is payable. It will be made on the basis of an advertising services order placed in the registration system. Unagreed advertising will result in a financial penalty of 200% of the advertising fee.

14.6. It is forbidden to display an offer inconsistent with the thematic scope of the Fair.

14.7. Posters, stickers, banners, balloons and other advertising materials placed in exhibition halls without permission will be removed at the Exhibitor's expense during the Fair.

14.6. Only technical services of Targi Kielce venue are authorized to install advertisements in the form of a banner or a structure suspended from the ceiling of the hall. They decide on the possibility of providing such a service. **The deadline for delivering banners for hanging is January 5, 2025.** After this date, the hanging of the banner will be carried out as far as technically possible. All suspended elements must be positively evaluated by the technical services of Targi Kielce venue.

14.7. All advertising materials not collected by the Exhibitor within 2 days after the end of the Fair will be disposed of by the Organizer at the Exhibitor's expense.

## 15. ORDER AND ORGANIZATIONAL REGULATIONS

15.1. The Exhibitor is obliged to contact the Exhibitor's Service Office immediately upon arrival at the Fair in order to take over the stand.

15.2. All persons staying at the fairgrounds are obliged to **have ID badges**. For this purpose, the Exhibitor should enter the data in the Exhibitor's registration system including data of persons who will represent him during the TSW 2025 Fair as well as people involved in the stand construction. After entering the data, you should print the ID badges, which will be required for control at the entrance to the exhibition hall and at the exit.

15.3. Only persons with personal identifiers are authorized to stay at the fairgrounds after the opening hours for the public.

15.4. Staff members employed by the Exhibitor for technical work are obliged to wear badges during the assembly and disassembly of the stand.

15.5. Identifiers may only be used by authorized persons.

15.6. The Organizer has the right not to admit or remove from the Fair area people without ID badges after opening hours to the public.

15.7. The Organizer declares to build and prepare stands in a built-up form on January 21, 2025 by 4.00 p.m. Opening hours for the Exhibitors on January 21, 2025 between 4.00 - 10.00 p.m.

15.8. The additional day of assembly on January 20, 2025 is possible with the consent of the Organizer. The cost is PLN 1000 net/ day between 10.00 am to 10.00 pm.

15.9. The stand equipment orders and other additional services offered by the Organizer after the start of stand assembly or during the Fair are submitted to the Exhibitor's Service Office and carried out only as far as possible.

15.10. The Contractor constructing the stand is obliged to remove from the stand and communication routes all waste and elements remaining after construction. He is also obliged to segregate and utilize waste, under pain of being charged him by the Organizer with all costs of their removal.

15.11. The dismantling of the stand (exhibits and equipment) can start only after the end of the Fair on January 23, 2025 from 4.00 pm. The dismantling must be completed on January 23, 2025 by 10.00 pm.

15.12. The Exhibitor is responsible for the dismantling of his stand and removal of equipment and exhibits. Failure to comply with this obligation shall result in charging the Exhibitor with



the costs of removing the above-mentioned elements. Equipment leased from the Organizer should be left intact.

15.13. The Exhibitor is obliged to restore the occupied exhibition space to its original condition after the end of the Fair. Causing mechanical damage to the floor, façade, gate, wall, door will result in charging the Exhibitor with repair costs.

15.14. Elements of the stand and equipment left during dismantling are considered abandoned property, which shall become the property of the TSW Organizer without compensation.

15.15. Diesel vehicles entering the hall must be emptied of fuel to the level of the so-called reserve.

15.16. The Exhibitor may not independently connect or disconnect electricity receivers from the network on the premises.

15.17. During TSW 2025 forwarding, loading and unloading services with the use of a lift truck will be performed exclusively by Netlog Polska sp. z o.o., which holds a license to operate on the Targi Kielce premises. The price list of forwarding services is available at Netlog Polska sp. z o.o.: Prądyńskiego 12/14, 01-222 Warsaw, Mr. Michał Tyka, tel. mob. 504 419024, e-mail: [michal.tyka@netlog.org.pl](mailto:michal.tyka@netlog.org.pl). Invoices for the above-mentioned services will be issued directly by Netlog Polska sp. z o.o.

15.18. In the field of health and safety, fire protection, sanitary and epidemiological rules not covered by these regulations, the general regulations in force, in Poland apply. All fair participants and contractors are obliged to comply with.

## **16. USE OF THE CAR PARK**

16.1. Parking for Exhibitors is free of charge during the Fair, including the day of assembly and disassembly.

16.2 . Parking your car at the fairgrounds overnight from 10:00 p.m. to 8:00 a.m.  
Parking tickets can be purchased at the Exhibitor Service Office (Hall F or Hall C).  
Price list:

- PLN 10 for a passenger car - 1 day
- PLN 20 for a truck (over 3.5 T) – 1 day.

16.3. It is forbidden to park trucks (over 3.5 T) and passenger cars occupying more than one parking space in the parking lots next to the exhibition halls. Cars left in prohibited places will be removed at the Exhibitor's expense.

16.4. The car park available to the Exhibitors is unguarded. The Organizer of the Fair is not responsible for any damage caused to vehicles and property left behind.

## **17. FIRE REGULATIONS**

17.1. It is forbidden to smoke and use fire at the Fairgrounds outside the designated places, as well as to undertake activities that may cause fire or its spread.

17.2. Stands and exhibits should be installed in a way that does not pose a threat to other Exhibitors and Visitors.

17.3. Blocking or covering of fire protection devices (fire extinguishers, signal buttons, detectors, hydrants) and switchboards, public telephones, escape doors and fire routes are prohibited. Blocking or covering elements will be dismantled at the Exhibitor's expense.

17.4. It is forbidden to park vehicles and store goods on designated communication and escape routes. Vehicles and goods left on these routes will be removed for a fee.

17.5. If you notice a fire or other threat, you should:

- immediately notify people near the place of danger, the State Fire Service (tel. 998 or 112, or use the emergency button), fire brigades on duty at the venue and the Organizer,
- keep calm and do not panic,
- obey orders of the rescue operation leader.

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

18.1. Exhibitors bear full responsibility for the health and safety of their employees working on the Fairgrounds during stand assembly and disassembly and the duration of the Fair.

18.2. Machinery, engines and equipment may be put into operation under condition that they are equipped with all required protective elements and guards/ covers to prevent unauthorized access. It is necessary to obtain prior consent of the person being on fire duty. Persons operating such equipment must have all the required qualifications and permissions.

18.3. With regard to matters related to occupational health and safety not covered by these rules, the general health and safety regulations in force in Poland shall apply.

## **19. INSURANCE AND DISCLAIMER**

19.1. The Exhibitor takes all responsibility for protection and safety of exhibits during the assembly and disassembly of the stand and during the opening hours of the Fair.

19.2. Staying at the Fair area after opening hours is allowed only in justified cases. It is necessary to obtain the consent of the Organizer and the security representative responsible for the safety of the area at that time.

19.3. The Organizer shall not be liable for any damage or loss incurred by the Exhibitor during the Fair, as well as during the assembly and disassembly period, as a result of: theft, fire, flood, windstorm, explosion, interruption in the supply of utilities, as well as damage caused by force majeure. The Exhibitor is obliged to insure the exhibits at his own expense.

19.4. The Exhibitor shall notify the Organizer in writing of the valuable exhibits leaving at the Fairgrounds. The Organizer ensures the security of the Fairgrounds after the opening hours. The Exhibitor is obliged to immediately inform the Organizer in writing about the damage.

19.5. The Organizer shall not be liable for any accidents of persons present on the Fairgrounds before, after and during the Fair.

19.6. The Organizer is not responsible for vehicles or other movables left on the Fairgrounds.

## **20. COMPLAINTS**

20.1. The Exhibitor has the right to submit a written complaint in case of objections to the exhibition services provided by the Organizer within 14 days from the date of closing the Fair.

20.2. Complaints should be sent to the Organizer's Service Office at the following address: Oficyna Wydawnicza Oikos sp. z o.o., ul. Kaliska 1 m. 7, 02-316 Warsaw, Poland.

20.3. Complaints will be considered 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. CANCELLATION, POSTPONEMENT OR CLOSURE OF TRADE FAIRS**

21.1. In the event of circumstances such as: force majeure, including sanitary or epidemiological regulations limiting the organization of the Fair, or the introduction of other legal regulations, according to which the organization of the Fair will not be possible, or its organization will require restrictions related to the organization or course of the Fair, the Organizer reserves the right to: cancel or postpone the Fair at another date, either once or repeatedly, including limitations on the Exhibitor's individual exhibition space.

21.2. In the cases referred to in point 21.1. Regulations, the Exhibitor is not entitled to any compensation.

21.3. If the Exhibitor has not paid all the fees due to the Organizer in accordance with the Regulations, in the event of cancellation of the Fair for the reasons specified in point 21.1, he is obliged to pay the Exhibitor's registration fee.

## **22. DATA PROTECTION**

22.1. The Exhibitor agrees to the processing of its personal data by the Organizer in order to perform this Agreement and organize subsequent editions of the Fair.

22.2. The Organizer has the right to record the course of the Fair and accompanying events with video and sound recording devices, and to broadcast it for advertising and promotional purposes. The Organizer has the right to use such a recording or its pieces without time and territorial limitations, without the need to pay remuneration for the use of the image of the Exhibitor or another person staying at the Fair.

## **23. FINAL PROVISIONS**

23.1. Any additional recommendations not included in these Regulations, but presented by the Organizer to the Exhibitor in writing, are binding.

23.2. The Organizer is not responsible for the legal status and quality of the exhibits presented and promotional materials (including printed ones) distributed by the Exhibitors.

23.3. The provisions of the Civil Code shall apply in legal relations between the Exhibitor and the Organizer, and any disputes shall be considered by the competent Court for the Organizer's registered office. The applicable law is Polish law.

23.4. The Organizer has the right to remove exhibitions whose display is inconsistent with the Fair Regulations and have not been removed by the Exhibitor at the Organizer's request. In this case, the cost of the exhibits removing will be charged to the Exhibitor.