

## Terms and conditions

### GENERAL PROVISIONS

1. These Terms and Conditions set out the rules governing the provision of Services by:
  - (i) Jakub Wittbrodt conducting business activity under the business name "Go 360 Group Jakub Wittbrodt", with its registered address at ul. Brzewska 23, 03-046 Warsaw, Poland, Tax Identification Number (NIP): 5252300595, and
  - (ii) Go 360 Group Sp. z o.o., with its registered address at ul. Brzewska 23, 03-046 Warsaw, Poland, Tax Identification Number (NIP): 5243035403,whereby the entity indicated as the Contractor in the Order or on the VAT invoice shall be the party to the Agreement and the service provider within the meaning of these Terms and Conditions.
2. Definitions:
  - **Vinyl Graphics** - the subject matter of the Order placed by the Ordering Party consisting of Services provided by the Contractor related to installation and dismantling of films (vinyl graphics);
  - **Organizer** - the institution or person responsible for organizing the Event in connection with which the Ordering Party has placed an Order with the Contractor;
  - **Product** - materials produced for the purposes of execution of the Order;
  - **Subject Matter of the Agreement** - the Services covered by the Order, provided by the Contractor under the terms specified in the Order and these Terms and Conditions;
  - **Project** - an undertaking consisting in development of a concept for a unique service or product within a specified timeframe, having features specified by the Ordering Party;
  - **Ordering Party's Representative** - a natural person authorized to approve the Order and make declarations on behalf of the Ordering Party;
  - **Terms and Conditions** - these Go 360 Group Terms and Conditions;
  - **Exhibition Stand** - the Subject Matter of the Agreement consisting in construction by the Contractor of the Exhibition Stand specified in detail in the Order, related to an Event;
  - **Parties** - jointly the Contractor and the Ordering Party;
  - **Wall** - a wall of the Exhibition Stand constructed using the GoFRAME system (aluminum frames with tensioned textile fabric with silicone edge, containing printed graphics) or LightWall, Octanorm, etc.;
  - **Event** - the event in connection with which the Ordering Party has placed an Order with the Contractor;
  - **Services** - services performed by the Contractor under the Order, including in particular rental, production, assembly, dismantling and other elements indicated in the Order;
  - **Agreement** - the agreement concluded between the Contractor and the Ordering Party in the form of an accepted Order, pursuant to which the Contractor undertakes to perform the Services under the terms specified in the Order and these Terms and Conditions;
  - **Visualization** - an indicative design/sketch intended to present the anticipated final appearance of the subject matter of the Order;
  - **Contractor** - the entity indicated in the Order or on the VAT invoice as the service provider, namely either Jakub Wittbrodt conducting business activity under the business name "Go 360 Group Jakub Wittbrodt" or Go 360 Group Sp. z o.o.;
  - **Remuneration** - payment due to the Contractor for Services provided in connection with the Order placed by the Ordering Party;
  - **Ordering Party** - a natural person conducting business or professional activity acting within the scope of such business or professional activity, a legal entity, or an organizational unit without legal personality to which separate laws grant the capacity to acquire rights and incur obligations in its own name;
  - **Order** - an individually generated form prepared by the Contractor specifying the scope of Services, remuneration, deadlines, performance conditions and settlement terms, which upon acceptance by the Ordering Party's Representative constitutes the Agreement concluded between the Parties.
3. Acceptance of the Order shall constitute acceptance of these Terms and Conditions and shall bind the Parties to their provisions.
4. In the event of any inconsistency between the provisions of the accepted Order and these Terms and Conditions, the provisions of the Order shall prevail.

### PAYMENTS

1. In consideration for the Services provided by the Contractor under the Agreement, the Ordering Party shall pay the Contractor the remuneration specified in each case in the Order (hereinafter referred to as the "Remuneration").
2. The amount of the Remuneration, payment deadlines, advance payments, any additional payments, the number of installments and their due dates shall in each case be specified in the Order in accordance with the arrangements made by the Parties.
3. The Contractor shall have the right in each case to indicate to the Ordering Party the method and acceptable form of payment for the placed Order, including in particular bank transfer, cash payment or other settlement methods accepted by the Contractor.
4. The payment deadline constitutes a material element of the Contractor's offer affecting its commercial terms, availability of materials, resources, logistics, execution schedule and price.
5. Failure by the Ordering Party to make timely payment shall entitle the Contractor, at its sole discretion, to:
  - (a) suspend performance of the Order;
  - (b) amend the terms of the offer, in particular with respect to material availability, project complexity, execution schedule and Order price;
  - (c) re-price the Order based on current costs.
6. In the case of Orders providing for 100% advance payment, the entire Remuneration shall be paid within the deadline specified in the Order or in the VAT invoice. Failure to make timely payment shall entitle the Contractor to suspend performance or withdraw from execution of the Order.
7. In the case of Orders providing for multi-installment settlement, including a balance payable upon handover, the Ordering Party shall strictly comply with the payment deadlines and payment methods specified in the Order.
8. If the Order provides for a balance payment upon handover, failure to make payment within the required deadline shall result in loss of the Ordering Party's right to use elements covered by the Order and shall entitle the Contractor to dismantle them at the cost and risk of the Ordering Party, without the Ordering Party having any right to demand refund of payments previously made.
9. Reservation of elements, materials, resources and execution dates covered by the Order shall take effect exclusively upon fulfillment of the payment conditions specified in the Order.
10. Payments made shall be non-refundable in the cases specified in the Order and these Terms and Conditions.
11. The Ordering Party shall be obliged to pay the full amount stated in the Order, and the Contractor does not consent to being charged with transfer fees, commissions, SHA charges, intermediary bank charges, currency conversion costs or any other costs resulting in receipt of funds lower than the amount due.
12. In the event the Ordering Party selects a payment method reducing the amount of Remuneration received, the Contractor shall have the right to charge such cost to the Ordering Party.
13. The Contractor shall have the right to demand payment of the missing portion of the Remuneration, under pain of suspension of performance of the Order, if due to commissions, transfer fees or currency conversion the Contractor receives less than the gross amount stated in the VAT invoice.
14. The Contractor shall have the right to require advance payment from the Ordering Party for performance of Services covered by the Order, under pain of not commencing execution of the Order.
15. In the case of Orders placed substantially in advance, the Contractor may provide for a partial reservation advance payment under the terms specified in the Order. Payment of such advance secures reservation of resources only and does not in itself guarantee maintenance of prices unless the Order expressly provides otherwise.
16. Failure to make supplementary payments within deadlines indicated by the Contractor shall entitle the Contractor to re-price the Order based on current material and logistics costs.
17. Within deadlines indicated by the Contractor, the Ordering Party shall be obliged to effectively pay VAT invoices and fulfill conditions required to commence execution, including delivery of correct production files.
18. Failure to fulfill the obligations referred to above shall entitle the Contractor to charge the Ordering Party costs of reorganization of the production process.
19. Failure to make timely payment may be deemed by the Contractor as resignation by the Ordering Party from execution of the Order.
20. Prices offered by the Contractor are quoted net of VAT, to which applicable VAT shall be added.
21. The quotation for execution of the Order presented by the Contractor shall be valid on the date of its submission and shall apply solely to the scope covered by that particular offer or Order.
22. The Contractor prepares an individual quotation for each Order and may price subsequent Orders differently, even where they concern a similar scope.
23. The Ordering Party shall be obliged to carefully review the quotation for the Order before commencement of execution.
24. Commissioning execution without requesting an updated quotation shall take place at the sole risk of the Ordering Party.
25. Lack of knowledge by the Ordering Party regarding a price change shall not constitute grounds for refusal to accept a VAT invoice or refusal to pay the Remuneration.

26. In cases provided for in these Terms and Conditions, the Contractor shall have the right to demand payment for additional Services, works or costs not covered by the original scope of the Order.
27. In the absence of prior arrangements, the amount of Remuneration or additional costs incurred may be determined by the Contractor in proportion to Services performed or costs incurred.
28. In the event of delay in payment, the Contractor shall be entitled to statutory interest applicable to commercial transactions and compensation in accordance with applicable law.
29. In addition to interest, the Contractor shall be entitled to the fixed compensation for debt recovery costs provided for by law.
30. Independently of the foregoing, the Contractor shall be entitled to pursue full justified debt collection costs, legal representation costs, court costs and remuneration of third parties entrusted with debt recovery.
31. The Ordering Party agrees to be charged with the costs referred to above in the full amount incurred by the Contractor.
32. The Contractor shall have the right to assign (transfer) receivables due from the Ordering Party to third parties engaged in receivables trading or debt collection.
33. The Ordering Party consents to the Contractor transferring due obligations for handling, recovery or collection by third parties and to being charged with all justified debt recovery costs, including remuneration of debt collection entities.
34. At the Contractor's request, the Ordering Party shall provide proof of payment in PDF format generated from the banking system, under pain of suspension of execution.
35. Screenshots, manually copied content or other informal forms shall not constitute proof of payment within the meaning of these Terms and Conditions.
36. The Ordering Party consents to receiving invoices electronically without signature.
37. The Contractor shall send VAT invoices to the e-mail address indicated by the Ordering Party, and failure to indicate another address shall not affect the payment deadline.
38. Rules regarding designation of the service title on the VAT invoice shall be agreed when placing the Order; later requests for amendments shall not oblige the Contractor to issue corrective invoices.
39. Inclusion on the invoice of a service title other than expected by the Ordering Party shall not constitute grounds for refusal to pay the Remuneration.
40. The Contractor may refuse to include on the invoice a service title requested by the Ordering Party if the proposed wording is inconsistent with the Order or the Contractor's business activity.
41. In cases provided for in the Order or Contract Terms, provisions regarding non-refundable payments, the mixed nature of services, irrevocability of cost estimate line items and the right of dismantling in the absence of settlement shall additionally apply.
42. The provisions of this Section shall apply accordingly to all settlement models agreed by the Parties, irrespective of the number of installments and adopted payment method.

#### **GRAPHICS (Files, Designs, Responsibility for Input Materials)**

1. If the Order includes a product related to printing, graphics or other production requiring delivery of a graphic file, and the Order does not expressly include the service of preparation of graphic design by the Contractor, the obligation to prepare and deliver a correct graphic file shall rest with the Ordering Party.
2. Print files shall be prepared in accordance with the Contractor's current technical specification (the "**Specification**") and delivered within the deadline indicated by the Contractor.
3. Detailed information regarding file preparation and the current Specification may be obtained by the Ordering Party by contacting the graphics department at: [graphic@stand360.pl](mailto:graphic@stand360.pl).
4. The Ordering Party shall bear sole responsibility for the content, correctness, quality and technical preparation of delivered files, including in particular with respect to resolution, bleed, proportions, fonts, color profiles and compliance of the files with the Specification.
5. The Contractor shall bear no liability for errors resulting from files delivered by the Ordering Party and shall have no obligation to verify such files.
6. Failure to comply with the Specification, including preparation of files in RGB instead of the required production color space, may result in material color deviations for which the Contractor shall bear no liability.
7. Failure of certain elements to print due to improper preparation for print (including overprint settings or failure to embed or properly include source elements in the file) shall not constitute grounds for complaint.
8. If the Contractor prepares a graphic design or adapts materials, the Ordering Party shall be obliged to verify and approve the files submitted before they are released to production. Such approval releases the Contractor from liability for approved content, layout and appearance.
9. Payment for preparation of graphic design shall not constitute transfer of economic copyrights nor create any obligation to deliver editable source files, unless the Parties expressly agree otherwise.
10. The Contractor shall have no obligation to store design files or production files for longer than 7 days after completion of execution, unless the Parties agree otherwise.

11. Inclusion in the Order and/or VAT invoice of the item "Verification of dimensions of graphic files" shall mean solely verification by the Contractor of the external dimensions of the graphic file and shall not include verification of any technical or visual aspects.

## PRINTING AND PRODUCTION

1. At the Ordering Party's request, the Contractor may prepare a Visualization constituting an indicative design intended to present the anticipated appearance of the subject matter of the Order. The Visualization is illustrative in nature and does not constitute an exact representation of the final execution result.
2. Where the Ordering Party provides its own design, reference, inspiration or illustrative materials, such materials shall be treated solely as reference materials and shall not constitute an obligation of the Contractor to reproduce them identically, unless the Parties expressly agree otherwise in the Order.
3. A Visualization, mock-up, render, sample preview or any other form of concept presentation may differ from the finally executed subject matter of the Order with respect to color, proportions, execution details, presentation of materials or other technological parameters and shall not constitute grounds for complaint.
4. For purposes of verifying the expected color effect or quality effect, the Contractor recommends ordering a paid sample or print proof.
5. Preparation of a sample or print proof constitutes a separately priced service and shall be subject to separate settlement unless expressly included in the Order.
6. If the Ordering Party resigns from ordering a sample or print proof, differences between the Ordering Party's expectations and the final effect, including color differences, shall not constitute grounds for complaint or liability of the Contractor.
7. A print proof reflects only an approximate color effect and does not constitute a guarantee of full reproduction of all parameters of the final print, including in particular format, finishing, material tension, sewing or display method.
8. Colors visible on electronic device screens may differ from final print colors due to differences between image emission methods and the production process, and this shall not constitute grounds for complaint.
9. Verification of print files by the Contractor constitutes a separately ordered service only if the Parties expressly so agree. Failure to order such service excludes the Contractor's liability for errors resulting from files delivered by the Ordering Party.
10. Files containing non-vector elements, inadequate resolution, defective technological preparation or other defects in source materials shall not constitute grounds for complaint regarding print quality.
11. Once files have been released to production, submitted to the printing house or once the production process has been commenced, the Ordering Party shall have no right to cancel that part of the Order and shall be obliged to cover all related costs.
12. The Contractor shall bear no liability for delays, quality limitations or other consequences resulting from actions of printing houses, subcontractors, carriers or other third parties remaining outside the Contractor's direct control.
13. Printed materials may contain minor and incidental imperfections, including point contamination in print resulting from the properties of material supplied by the manufacturer on rolls. Such minor differences do not affect overall visual quality, usability or durability of the material and shall not constitute a defect, improper performance of the Services, or grounds for complaint, reduction of Remuneration, refusal of acceptance or pursuit of claims against the Contractor.
14. A general minimum dimensional tolerance of up to 0.5 cm resulting from production processes, technological factors and material properties used in production shall be permissible. Any deviation falling within such tolerance shall not constitute a defect, improper performance of the Services or grounds for complaint, refusal of acceptance, demand for re-performance or pursuit of claims against the Contractor, subject to separate tolerances provided for specific products in these Terms and Conditions.
15. Permissible cutting tolerance may amount to up to 2 mm and shall not constitute grounds for complaint.
16. Technologically justified spot UV varnish shift of up to 0.3 mm shall be permissible and shall not constitute grounds for complaint.
17. In the case of printed textiles with sewn finishing, a dimensional deviation of up to 1 cm shall be permissible and shall not constitute grounds for complaint.
18. The Parties acknowledge that color differences may occur between printed textiles, including between separate production runs of the same design, and such differences shall not constitute grounds for complaint.
19. In the case of orders for folded materials, including leaflets, absence of varnish or other protective finishes may result in cracking of print along the fold line, which constitutes a technological characteristic and shall not be deemed a defect.
20. The Contractor shall bear no liability for the content of materials delivered for production by the Ordering Party, their truthfulness, legality, infringement of third-party intellectual property rights or consequences of use of materials supplied by the Ordering Party.

21. The Contractor shall have no obligation to archive files delivered by the Ordering Party or production materials after completion of execution, unless the Parties agree otherwise in writing.

#### VINYL GRAPHICS

1. The Contractor also provides Services consisting in production, installation and dismantling of Vinyl Graphics at the request of the Ordering Party.
2. At the Ordering Party's request, the Contractor may prepare a Visualization illustrating the approximate appearance of the Vinyl Graphics after execution. Such Visualization constitutes solely an illustrative drawing of the appearance of the Vinyl Graphics in terms of layout and design on the selected substrate, but does not represent the actual final color appearance of the Vinyl Graphics after production.
3. The Visualization shall be free of charge only where the Ordering Party places an Order with the Contractor for Vinyl Graphics and such Order is fully executed. If, after preparation of the Visualization, the Ordering Party does not place an Order for Vinyl Graphics with the Contractor, or if execution of the Order is discontinued by the Contractor for reasons attributable to the Ordering Party, the Contractor shall be entitled to demand payment for the prepared Visualization in an amount depending on the number of hours worked by the graphic designer on the Visualization. The cost of one hour of graphic design work on the Visualization shall be PLN 100.00 net plus VAT (in words: one hundred Polish zloty and zero groszy).
4. The Contractor undertakes to exercise due care in order to perform Services related to Vinyl Graphics in a timely manner, provided that production time for Vinyl Graphics may change due to circumstances beyond the Contractor's control. Such circumstances include, in particular, breakdowns of equipment used to prepare Vinyl Graphics. In such event, the Contractor shall promptly inform the Ordering Party of obstacles affecting timely execution and shall designate a new realistic deadline for execution of the Order.
5. The Contractor shall have the right to increase the Remuneration for an Order concerning Vinyl Graphics where the nature of the Vinyl Graphics or site conditions encountered — including the application surface — prove non-standard, as a result of which the Contractor is required to devote additional time and/or equipment/materials to execution of the Order. Non-standard conditions within the meaning of the foregoing include, in particular, installation of Vinyl Graphics on a painted surface.
6. In the circumstances described in Clause 5 above, the Contractor shall be entitled to demand additional Remuneration, for which it shall issue an additional VAT invoice.
7. The Contractor shall be entitled to demand from the Ordering Party the additional Remuneration referred to in Clause 6 above, in particular where the Ordering Party failed, prior to quotation of the Order, to inform the Contractor that the graphics were to be applied to a non-standard surface. Any objections concerning charging the Ordering Party such additional Remuneration in the circumstances described above shall not be accepted.
8. In view of the fact that proper quality of Vinyl Graphics may be achieved only in an environment free of dust, excessive dirt and moisture, and on a flat, dry and natural (uncoated) surface, the Contractor shall bear no liability for consequences of installation of Vinyl Graphics on a substrate that is uneven or has been painted.
9. The Contractor shall have no obligation to verify the surface on which the Ordering Party intends to commission installation of Vinyl Graphics. Prior to placing an Order, the Ordering Party may order from the Contractor a paid site inspection service, based on which the Contractor shall decide whether the surface is suitable for installation of Vinyl Graphics. The Contractor shall be entitled to refuse acceptance of part or all of an Order concerning Vinyl Graphics if it determines that the relevant surface on which the Vinyl Graphics are to be installed does not permit proper execution (for example, a wall surface coated with latex paint).
10. If the Ordering Party has not commissioned the Contractor to verify the surface, and the Contractor has made preparations for installation of Vinyl Graphics, after which it turns out that the surface intended for installation is unsuitable and for that reason installation does not take place, the Ordering Party shall be obliged to cover costs related to preparation for installation of Vinyl Graphics, including in particular costs related to reservation of the installation crew and time slot, as well as production costs of the Vinyl Graphics.
11. For proper execution of Vinyl Graphics, it is necessary to maintain minimum line thickness and minimum text/element sizes for plotter cutting; accordingly, after receipt of files containing the design for Vinyl Graphics, the Contractor may submit comments to the Ordering Party regarding the design, including, for example, the need to enlarge/thicken selected elements or impracticability of producing excessively small elements on transparent film or rigid substrates such as dibond, PVC or HIPS.
12. By commissioning Vinyl Graphics from the Contractor, the Ordering Party acknowledges that installation and dismantling of Vinyl Graphics may damage the surface to which they are applied. Restoration of the surface to its pre-installation condition is not included in the quotation for Vinyl Graphics, and the Contractor shall bear no liability for damage to the surface arising from installation or dismantling.
13. In the case of dismantling of Vinyl Graphics, the Contractor reserves the right to extend the execution period relative to offered deadlines in the event that:
  - (a) the Vinyl Graphics or the substrate beneath them prove to have characteristics hindering dismantling;

- (b) the substrate/surface on which the Contractor was to install the Vinyl Graphics is different from that declared by the Ordering Party;
- (c) weather conditions do not permit efficient installation/dismantling or require cancellation of dismantling;
- (d) conditions encountered on site prove more difficult than assumed;
- (e) installation/dismantling of the Vinyl Graphics cannot be performed using standard methods and the Contractor is required to devote additional time and/or procure additional means or additional equipment.

#### TRADE FAIRS

1. Pursuant to the Agreement concluded in the form of an accepted Order, the Contractor provides Services relating to preparation and dismantling of the Exhibition Stand for purposes connected with the event referred to as the "Event."
2. Detailed specification of the Services commissioned to the Contractor in connection with performance of the Services referred to in Clause 1 above is contained in the Order placed and accepted by the Ordering Party.
3. Details concerning performance of the Services referred to above are governed by the Order and these Terms and Conditions. In the event of any discrepancy between provisions of the Order and these Terms and Conditions, the provisions of the Order constituting the Agreement concluded with the Ordering Party shall prevail.
4. By placing an Order for the Services referred to in Clause 1 above, the Ordering Party shall be obliged to properly prepare the site for assembly/dismantling of the Exhibition Stand within the deadline agreed with the Contractor. Preparation of the site for assembly/dismantling of the Exhibition Stand shall mean clearing it of all items not belonging to the Contractor. If the Contractor's personnel are required to wait before commencement of assembly/dismantling due to lack of proper preparation of the site, the Contractor shall be entitled to charge the Ordering Party remuneration for each such employee, by issuing an appropriate VAT invoice for each commenced hour of work.
5. The Contractor shall bear no liability for delays in performance of Services relating to preparation, assembly, handover for use or dismantling of the Exhibition Stand resulting from causes beyond the Contractor's control, including in particular causes resulting from organization or actions of the Event Organizer directly affecting access to the Exhibition Stand, possibility of performing works, assembly schedule, access rules, admission permits, availability of event utilities, technical restrictions of the venue, delays caused by other contractors, as well as resulting from acts, omissions or lack of cooperation on the part of the Ordering Party hindering, suspending or delaying execution of the Order by the Contractor. Such circumstances shall not constitute grounds for attributing delay, improper performance of the Agreement or claims against the Contractor.
6. The Ordering Party shall bear responsibility for delays in commencement or performance of assembly or dismantling of the Exhibition Stand resulting from lack of proper preparation of the work site, including in particular obstruction of the Exhibition Stand area by machinery, goods, packaging, deliveries, display elements or other items preventing or hindering performance of works by the Contractor, including laying of flooring, assembly of structures, access to suspended elements, lowering of trusses or performance of dismantling. If, for the foregoing reasons, representatives of the Contractor are required to wait for commencement or continuation of works or to perform them over an extended period, the Ordering Party shall bear consequences thereof and shall cover additional resulting costs, including labor-hour costs, downtime, additional crew working time, repeated travel or reorganization costs, based on an invoice issued by the Contractor. The Contractor shall bear no liability for delays in execution of works or handover of the Exhibition Stand resulting from the above circumstances, and all costs, charges or claims of third parties, including the Organizer, resulting from such delays shall be borne by the Ordering Party.
7. Absence of the Ordering Party from the Exhibition Stand shall not release it from liability set forth in these Terms and Conditions.
8. The Ordering Party may obtain from the Contractor an approximate time for completion of assembly of the Exhibition Stand; however, such time is indicative, informational and non-binding only and is based on the assumption of a standard, uninterrupted execution process. Such indicated time assumes a positive execution scenario and does not take into account breakdowns, logistical obstacles, actions or delays on the part of the Organizer, access restrictions, technical queues, delays of other contractors or assembly difficulties revealed during execution. Indication of such time shall not constitute an undertaking by the Contractor as to the exact handover time of the Exhibition Stand and is provided solely as a courtesy and for organizational purposes. The Contractor shall bear no liability for deviations from such indicated time. During execution, the Ordering Party may contact the Contractor to obtain information regarding the current stage of works.
9. If the Ordering Party plans stocking of the Exhibition Stand, installation of its own products, installation of machinery, devices or other bulky elements, or requires earlier completion of a specific part of the Exhibition Stand, it shall inform the Contractor thereof prior to placing the Order or immediately upon becoming aware of such need, in particular by providing such information to the project manager on the Contractor's side. The Parties shall then endeavor to properly arrange the work schedule and coordinate execution; however, failure to

- provide such information shall burden the Ordering Party and exclude liability of the Contractor for resulting conflicts, delays or difficulties.
10. The Ordering Party shall be obliged to personally accept the Exhibition Stand prepared by the Contractor immediately upon being informed by the Contractor that assembly has been completed. Acceptance shall take place by verification by the Ordering Party of compliance of execution with the scope of the Order and submission of any comments at the time of acceptance, followed by confirmation of acceptance in accordance with the procedure adopted by the Contractor, including in particular by signing a handover protocol, confirmation by electronic means or other documentary form. The Ordering Party may indicate in the Order or by electronic communication another person who shall perform acceptance of the Exhibition Stand in the name and on behalf of the Ordering Party, and acts and declarations of such person shall be binding upon the Ordering Party.
  11. Confirmation of acceptance of the Exhibition Stand, including in particular signing a handover protocol or other form of acceptance in accordance with the Contractor's procedure, shall constitute acceptance of execution of the Exhibition Stand and confirmation that the Ordering Party raises no objections as to compliance with the Order, quality of execution or suitability for the agreed use. Following such acceptance, the Ordering Party shall have no right to demand free-of-charge corrections, changes, additional works or other services performed free of charge by the Contractor with respect to defects or circumstances capable of being identified at acceptance. The foregoing shall not apply to hidden defects which the Ordering Party, exercising due care, could not reveal or verify at the time of acceptance.
  12. Acceptance of the Exhibition Stand shall be made on the basis of the Exhibition Stand Handover-Acceptance Protocol confirmed by the Parties immediately, i.e. no later than within one (1) hour from completion of the Exhibition Stand by the Contractor. Confirmation of acceptance may take place by signature, electronic message or other documentary form. The template of the Protocol shall be applied by the Contractor.
  13. Acceptance of the Exhibition Stand by the Ordering Party without raising any comments at the time of acceptance shall mean that the Ordering Party recognizes the subject matter of the Agreement performed by the Contractor as compliant with the Order, fit for the agreed use and free of defects capable of being identified at acceptance, and that it raises no reservations thereto. Failure to raise comments during acceptance shall constitute acceptance of execution of the Exhibition Stand and exclude the possibility of later relying on circumstances that could have been revealed and raised at acceptance, subject to hidden defects that could not have been revealed while exercising due care.
  14. Where the Exhibition Stand is accepted without comments at the time of acceptance, the Ordering Party loses the right to demand free-of-charge changes, corrections or additional works concerning circumstances that could have been identified at acceptance. Any later comments concerning the executed Exhibition Stand, unless based on hidden defects, shall be handled exclusively as a paid service in accordance with the Contractor's individual quotation taking into account scope of works, labor-hour costs, travel to the Exhibition Stand and any other costs related to performance of such additional activities.
  15. Failure of the Ordering Party or its authorized representative to appear at the agreed time for acceptance of the Exhibition Stand, despite being informed by the Contractor of completion of assembly, shall entitle the Contractor to unilaterally confirm acceptance of the Exhibition Stand, which shall be equivalent to acceptance by the Ordering Party without reservations and acceptance of execution of the Exhibition Stand to the extent capable of verification at acceptance. In such case, the Ordering Party shall lose the right to rely on lack of acceptance as grounds for asserting claims concerning circumstances capable of being identified at the time of acceptance, subject to hidden defects.
  16. The Ordering Party may request that photographs be taken and sent electronically where it will not be present at the time of acceptance of the Exhibition Stand.
  17. The Contractor reserves the right to use the full assembly time allocated by the Organizer, while undertaking all reasonable efforts for the Exhibition Stand to be completed as early as reasonably possible. The Contractor has no control over organization of assembly by the Organizer and therefore bears no liability for delays the source of which does not lie directly and exclusively on the Contractor's side.
  18. The Ordering Party may order from the Contractor a storage service for prints, materials or other items left at the Exhibition Stand, provided such intention is communicated to the Contractor before dismantling of the Exhibition Stand is performed. For such storage service, the Contractor shall issue monthly VAT invoices to the Ordering Party in amounts agreed in advance with the Ordering Party.
  19. Standard pricing offered by the Contractor assumes that carpeting constituting the floor of the Exhibition Stand shall be disposed of immediately after the event together with all prints.

## EVENT ORGANIZER

20. The Contractor is not a party to legal relationships between the Ordering Party and the Event Organizer and, unless expressly stated otherwise in the Order, shall bear no responsibility for obligations, fees, regulations, restrictions or costs arising from the Ordering Party's participation in the Event. All costs related to participation in the Event, including in particular event utilities, exhibition space rental, technical charges, administrative fees, mandatory organizer services and other costs related to participation in the event shall be borne exclusively by the Ordering Party.
21. Costs imposed by the Event Organizer, including in particular mandatory forklift rental, services of Organizer representatives, mandatory transport services, delivery of materials charged by weight, technical services, handling charges and other costs imposed by the Organizer or entities designated by it, shall be re-invoiced to the Ordering Party or borne directly by the Ordering Party, irrespective of whether the obligation to incur such costs arose before or after placement of the Order.
22. The Ordering Party shall inform the Contractor, already at the quotation stage, of all costs, restrictions, requirements and procedures on the Organizer's side that may affect the method of execution, cost, schedule or feasibility of the Order. Provision of such information after submission of the offer may result in a price change, change of scope, charging of additional costs or, in extreme cases, impossibility of execution of the Exhibition Stand, for which the Contractor shall bear no liability.
23. Certificates, attestations, fire classifications, technical documentation and other documents relating to products and systems used by the Contractor, to the extent available, shall be made available to the Ordering Party at the following address:  
[https://drive.google.com/drive/folders/1DGFoL\\_K6oLCpcos6ti3ZGFCTa6NgHkF1?usp=drive\\_link](https://drive.google.com/drive/folders/1DGFoL_K6oLCpcos6ti3ZGFCTa6NgHkF1?usp=drive_link) The Ordering Party shall be obliged, on its own responsibility and prior to placing the Order, to verify with the Event Organizer whether products, materials and solutions covered by the Order satisfy requirements applicable to the relevant event, including requirements regarding certificates, flammability classes, approvals, permits or other technical requirements. Placement of the Order shall not mean that the Contractor undertakes analysis of product compliance with the Organizer's individual requirements, nor does it include the Contractor contacting the Organizer to obtain confirmation of admissibility of use of specific elements, unless such service is expressly included in the Order as a separate paid service.
24. If during assembly, technical acceptance or at the execution stage it appears that a specific element cannot be used due to Organizer requirements, lack of required approvals, differing interpretations by the Organizer or other restrictions arising from event regulations, such circumstance shall not constitute grounds for refund of Remuneration, reduction of price, refusal of settlement or claims against the Contractor in relation to an element prepared, produced, reserved or delivered in accordance with the Order, including where such element is ultimately not used.
25. The Ordering Party undertakes to provide the Contractor with all information regarding circumstances affecting costs of assembly and dismantling of the Exhibition Stand, including in particular floor levels, need to carry elements manually, transport restrictions, absence of free vehicle access, absence of free parking, time restrictions, mandatory support services or other conditions affecting execution costs. Circumstances not disclosed prior to quotation but affecting execution costs shall entitle the Contractor to charge additional costs, which the Ordering Party undertakes to pay based on a VAT invoice.
26. The Ordering Party undertakes to fulfill all formal, organizational and financial obligations toward the Event Organizer that, according to the scope of the Order, have not been expressly entrusted to the Contractor and are necessary to enable timely commencement and execution of works by the Contractor. If the Order includes a paid intermediation service or handling of selected formalities before the Organizer by the Contractor, the Contractor's obligations shall be limited exclusively to the scope expressly included in the Order, while all remaining obligations, decisions, approvals, fees, acceptances, documents and actions required by the Organizer but not covered by the Order shall remain the responsibility of the Ordering Party. Failure or improper performance of such obligations by the Ordering Party shall exclude liability of the Contractor for resulting delays, costs, restrictions or inability to execute the Order.
27. The Ordering Party undertakes to notify the Organizer of the Contractor's presence at the venue where assembly and dismantling of the Exhibition Stand will be carried out (the "Venue"), unless such obligation has been expressly assumed by the Contractor within the scope set out in the Order. Where notification of the Contractor's presence, contractor registration, obtaining passes, slots or other access formalities remain the responsibility of the Ordering Party, the Ordering Party undertakes to perform them properly and in due time and to bear all fees, costs or charges imposed by the Organizer on the Contractor in connection with execution of the Order. All costs, charges or consequences resulting from failure to make such notification, making it incorrectly or late, as well as costs imposed by the Organizer on this basis, shall be borne by the Ordering Party.
28. The Ordering Party shall ensure the Contractor access to the Venue throughout the period necessary for performance of assembly, dismantling and any works during the event, including provision of tickets, passes, personnel registrations, time slots, access for crews and vehicles, as well as all required formalities.
29. The price stated in the Order assumes provision by the Ordering Party of appropriate tickets and access rights for the Contractor's personnel, in the number indicated by the Contractor. If only standard tickets insufficient for

- efficient execution of works are provided, or if organizational requirements result in increased execution effort, the Contractor shall have the right to charge the Ordering Party the resulting costs, including accommodation costs, additional crews, reorganization costs or extended execution costs.
30. The Ordering Party shall provide, at its own cost, vehicle access for the Contractor directly to the entrance of the Venue and, if the place of execution is located on an upper floor or in a location requiring additional logistics, also access to such location. The Ordering Party shall also ensure parking of the Contractor's vehicles and trailers throughout the assembly and dismantling period.
  31. The Ordering Party further undertakes to provide, at its own cost, free parking access for the Contractor's passenger vehicle during the Event. If parking is subject to charges, the cost of parking may be paid by the Contractor, provided that the Ordering Party undertakes to obtain tickets or access rights available to exhibitors. In the case of executions outside Warsaw, the Ordering Party shall additionally provide, at its own cost, parking space for the Contractor's trailer for the entire duration of the Event, including the assembly and dismantling period.
  32. Where access to the Venue requires tickets or other access rights, the Ordering Party undertakes to deliver them to the Contractor no later than seven (7) business days prior to commencement of assembly, unless the Organizer requires an earlier deadline, in which case the deadline resulting from the Organizer's requirements shall apply.
  33. Provided the Ordering Party ensures access, vehicle entry and organizational conditions in accordance with the obligations above, the Contractor shall use reasonable efforts to prepare the main structure of the Exhibition Stand as efficiently as possible and enable the Ordering Party to stock the stand.
  34. Failure to provide tickets in due time, ensure vehicle access, parking or other access conditions resulting in costs incurred by the Contractor shall create an obligation of reimbursement by the Ordering Party based on a VAT invoice issued by the Contractor.
  35. If the Order does not include a paid intermediation service by the Contractor in respect of event utilities, logistics, registrations or Organizer-related matters, it shall be deemed that the Ordering Party performs such obligations independently, at its own risk and responsibility.
  36. The Ordering Party shall, no later than fourteen (14) business days prior to assembly, provide the Contractor with organizational information regarding assembly and dismantling, including access rules, vehicle time slots, Organizer guidelines and other requirements affecting execution.
  37. The Ordering Party shall, no later than three (3) business days prior to planned assembly, provide the Contractor with confirmations of ordering and payment of all event utilities, insofar as provision thereof remains the responsibility of the Ordering Party.
  38. Where the Organizer requires coverage of the rear side of the Exhibition Stand, the Ordering Party shall inform the Contractor thereof at the time of placing the Order. The Contractor may then propose paid production of rear-side fabrics for the structure or another technical solution. Failure to provide such information at the Order stage shall exclude the Contractor's liability for non-performance of such requirement within the standard quotation.
  39. During dismantling of the Exhibition Stand, the Contractor shall remove system fabrics, and the Ordering Party shall, prior to the dismantling date, indicate by electronic communication the manner of further handling of such fabrics, including in particular their disposal, collection, transport or storage. Failure to provide such instructions shall entitle the Contractor to apply the standard solution provided for the relevant execution.
  40. Purchase of exhibition carpeting assumes its single-use application in accordance with the manufacturer's recommendations. In the event of intended re-use of carpeting, the Ordering Party shall notify the Contractor thereof prior to acceptance of the Order and payment of the invoice, as this affects cost and dismantling method. The Contractor shall bear no liability for defects revealed upon re-use of carpeting. Costs of transport and any storage shall be borne by the Ordering Party.
  41. The Contractor shall be the sole party authorized to dismantle elements covered by the Order. Any attempt at independent dismantling by the Ordering Party or third parties resulting in damage shall constitute grounds for charging the Ordering Party costs of repair or restoration of the affected elements.
  42. The Ordering Party acknowledges that the Contractor's Services are individualized in nature and include reservation of resources, preparation for execution and readiness to perform, and payments made, once the Contractor has commenced execution of the Order, shall not be refundable in accordance with the principles set out in the Order and these Terms and Conditions.

#### PREPARATION OF THE EXHIBITION STAND

1. The Contractor provides Exhibition Stand services using the GoFRAME system (a system of aluminum frames with tensioned textile fabric fitted with silicone edging and containing printed graphics). By accepting the Order, the Ordering Party confirms that it is aware that the Exhibition Stand shall be prepared using the above system unless the Order expressly provides otherwise.

2. When preparing the Exhibition Stand, the Contractor constructs its walls using the system described above. The walls of the Exhibition Stand do not constitute the subject of sale and remain the exclusive property of the Contractor. The quotation for the Exhibition Stand includes their rental and not their sale. Upon completion of the Order, only the printed fabrics produced for the Exhibition Stand shall become the property of the Ordering Party, unless the Order expressly provides otherwise.
3. If the Ordering Party expects the Exhibition Stand to be made using material other than that standardly used by the Contractor, or expects equipment strictly specified by the Ordering Party, it shall, prior to Acceptance of the Order, expressly specify to the Contractor the required material, technology or equipment. Such Order shall be treated as a non-standard order subject to individual quotation, and its execution may require a longer completion period. The Contractor shall be entitled to refuse acceptance of a non-standard Order without stating reasons.
4. Failure by the Ordering Party, prior to Acceptance of the Order, to notify requirements concerning a material other than the GoFRAME system shall constitute consent to execution of the Exhibition Stand in such system, including acceptance of the effect of aluminum frames. Failure to notify requirements concerning strictly specified equipment shall constitute consent to the Contractor independently matching the equipment to the nature of the ordered Exhibition Stand.
5. The Contractor shall be entitled to refuse acceptance of a non-standard Order without stating reasons.
6. All equipment of the Exhibition Stand shall be rented to the Ordering Party for the duration of the Event unless the Order expressly provides otherwise. The Ordering Party shall bear material responsibility for equipment covered by the Order throughout the duration of the Event until its collection by the Contractor, in accordance with the principles set out in these Terms and Conditions.
7. If the Ordering Party does not commission storage of the fabrics, does not collect them directly after dismantling, or does not instruct their shipment to its registered office prior to dismantling, the fabrics may be disposed of by the Contractor at the cost of the Ordering Party. In respect of costs incurred, the Contractor shall be entitled to issue a VAT invoice, which the Ordering Party undertakes to pay within the deadline stated therein.
8. Elements included in the Order, other than fabrics for the GoFRAME structure, shall be deemed rented elements unless the Order expressly provides for their sale. The Ordering Party shall not be entitled to demand delivery of such elements after dismantling of the Exhibition Stand. In the event of misappropriation, loss, destruction or damage of the Contractor's products, the Contractor shall be entitled to charge the Ordering Party the cost of purchasing a new product, reconstruction or repair of the damaged element.
9. During dismantling, the Contractor, to the extent objectively possible under execution conditions of the relevant event, in particular subject to availability of electricity, appropriate organizational conditions and technical possibility of conducting on-site inspection, shall inspect rented products in order to verify possible damage, shortages or defects. The Contractor reserves the right to conduct additional verification also after completion of dismantling and to have up to three (3) business days to verify the condition of products, in particular where full assessment during dismantling was not possible. If shortages, damage or defects exceeding normal wear and tear are identified, the Contractor shall notify the Ordering Party as promptly as reasonably possible of the irregularities found, together, where possible, with photographic documentation and a calculation of costs of repair, reconstruction or purchase of missing elements, and shall subsequently issue an appropriate VAT invoice which the Ordering Party undertakes to pay within the deadline stated therein.
10. The Contractor does not specifically determine the condition of GoFRAME fabrics after completion of the Event. Upon delivery, the fabrics become the property of the Ordering Party. In the event dismantling of fabrics together with storage is commissioned, the Parties acknowledge that the Contractor packs the fabrics without conducting inspection for dirt, wear or damage. The Ordering Party is advised during the exhibition to review their condition before deciding on further storage.
11. Ordered prints for the GoFRAME structure are of reusable nature, except for fabrics which have been partially or fully damaged during assembly, dismantling, transport, storage or exhibition, including in particular due to use of technical elements such as doors, televisions, cut-outs, openings, eyelets, fasteners, perforations, suspension elements or other structural or display-related interventions. Reusability does not mean unlimited durability nor guarantee preservation of performance parameters for an indefinite period, and exhibition fabrics constitute consumable materials naturally subject to wear and which in the course of use may require re-production or replacement.
12. The frequency of re-production or replacement of fabrics cannot be determined in advance and depends in particular on production batch, type and parameters of print, intensity of exhibition use, number of assembly and dismantling cycles, manner of folding, rolling and packing, transport conditions including temperature and humidity, storage conditions, material tension, method of use and external factors beyond the Contractor's control. Natural changes in material properties resulting from use are permissible, including gradual loss of tension, creasing, deformation, changes in color intensity, edge wear, deformation of silicone edging or other changes typical for textile materials used repeatedly. The foregoing circumstances constitute a natural feature of the product and shall not constitute grounds for complaint, allegations of improper storage by the Contractor or claims against the Contractor arising from the need to re-produce a fabric after a period of use.

13. The Contractor recommends that the Ordering Party, prior to planned re-use of fabrics, commission the Contractor sufficiently in advance to assess their visual and technical condition, both for materials stored independently by the Ordering Party and materials stored by the Contractor if they are intended for re-use. The purpose of such assessment is to verify whether storage, transport or prior use has resulted in deformation of the material, print transfer, permanent creasing, distortions, damage or other defects affecting suitability for renewed exhibition. The Contractor may provide, for a fee, a service consisting in unfolding all materials and carrying out such visual-technical assessment. Failure to commission such assessment sufficiently before planned assembly shall place upon the Ordering Party the risk of using materials whose condition may prove insufficient for the expected exhibition effect.
14. Inclusion of GoFRAME construction with fabrics assumes, by default, covering the construction with fabric on one side only, meaning that under standard pricing the Contractor does not cover the second (rear) side of the construction. This applies to all fit-out elements, including the rear sides of Exhibition Stand walls as well as, for example, interiors of storage rooms. In the event the Ordering Party wishes to obtain full coverage of the construction with fabrics (on both sides), it shall inform the Contractor prior to placing the Order, and the Contractor shall correspondingly increase in the Offer the number of square meters of fabric print.
15. Upon request submitted by the Ordering Party, the Contractor may accept for execution an increased scope of Services beyond that originally included in the Order, for which the Contractor shall be entitled to additional Remuneration.
16. The amount of additional Remuneration referred to above shall, where circumstances permit, be determined by the Contractor before commencement of execution of the increased scope of the Order.
17. The Ordering Party shall be obliged to pay the additional Remuneration on the basis of a VAT invoice issued by the Contractor and delivered electronically to the Ordering Party.
18. Additional Remuneration shall be payable to the Contractor's bank account indicated in the VAT invoice and within the deadline stated therein.
19. The Contractor shall have the right to withhold execution of the increased scope of Services until the amount of additional Remuneration covered by the VAT invoice referred to above has been credited to the Contractor's bank account.
20. The Parties allow changes in the project related to execution of the Order (the "Project") on the basis of mutual agreement, the conclusion of which shall not require execution of an amendment to the Agreement.
21. The Ordering Party acknowledges that changes in the Project at the design stage may involve additional designer work costs. Each change may also affect the final amount of the Order. The Contractor shall inform the Ordering Party of any such costs before performing the work so that the Ordering Party may knowingly approve the new costs.
22. If changes made to the Project generate additional costs on the Contractor's side, the Contractor shall have the right to charge such costs to the Ordering Party. For this purpose, the Contractor shall issue an additional VAT invoice payable by the Ordering Party within the deadline stated therein.
23. In the event the Ordering Party makes changes to the Project, layout of the Exhibition Stand or elements covered by the Order during assembly, including changes not requiring new materials but causing additional labor input, reorganization of works, extension of execution time or use of additional resources, as well as changes requiring use of new materials, purchase of additional elements or re-performance of part of the works, the Contractor shall be entitled to charge the Ordering Party all costs resulting from such changes. If such changes are made outside the Contractor's office hours or at a time when prior quotation and cost approval are organizationally impossible, the Contractor shall issue an appropriate VAT invoice in the nearest business days covering material costs, labor of the Contractor's representatives and other costs caused by the change, and the Ordering Party undertakes to pay it within the deadline stated therein.
24. In the event the Ordering Party instructs the Contractor's representatives at the execution site to perform additional works not included in the scope of the Order, including in particular assembly of elements supplied by the Ordering Party, changes in arrangement of equipment, additional assembly works, technical works, reorganization of the fit-out, supplementary purchases or other activities exceeding the original scope of the Order, the Contractor shall be entitled to charge the Ordering Party costs of such works, irrespective of lack of prior quotation if due to execution conditions or office hours this was not possible. By commissioning such activities, the Ordering Party acknowledges that they are chargeable and may be settled subsequently on the basis of a VAT invoice issued by the Contractor. In order to avoid increased costs, the Contractor recommends not instructing the Contractor's representatives to perform works beyond the scope of the Order without prior arrangements with the Contractor's office personnel.
25. Representatives of the Contractor performing assembly and dismantling works at the execution site are delegated and remunerated solely for the purpose of performing the scope of services covered by the Order and shall not remain at the disposal of the Ordering Party as auxiliary personnel for performing other activities unrelated directly to the Order. They are not personnel intended to assist with assembly of the Ordering Party's elements, organizational works, technical works unrelated to the Order or performance of other additional tasks assigned ad hoc by the Ordering Party.

26. Any requests, instructions, motions or assignments directed by the Ordering Party directly to the Contractor's representatives which exceed the scope of the Order shall be deemed a new order or additional service commissioned by the Ordering Party, subject to separate settlement and the Ordering Party's obligation to pay based on a VAT invoice issued by the Contractor.
27. At the request of the Ordering Party, the Contractor may prepare a Visualization constituting an indicative design intended to present the appearance of the Subject Matter of the Order (the "Visualization"). Such Visualization is not an exact representation of the Subject Matter of the Order to be executed and may differ from the actual version in terms of color scheme, proportions or other visual features, including for example the appearance of furniture. The Contractor shall bear no liability for differences between the Visualization and the final appearance of the Subject Matter of the Order.

#### RENTAL OF PROPERTY

1. The Contractor provides services consisting of temporary rental of equipment or other items (hereinafter also referred to as the "Rental Property").
2. By renting equipment or other items, the Ordering Party shall be liable for their loss, including theft, as well as damage thereto. The Ordering Party's liability shall commence upon delivery of the Rental Property to the location designated by the Ordering Party. The rental period, and accordingly the Ordering Party's liability, shall end upon execution of the handover-acceptance protocol and confirmation by the Contractor that the Rental Property has been returned in undamaged condition. Failure by the Ordering Party to sign the handover-acceptance protocol shall be deemed acceptance by the Ordering Party of liability for all defects in the Rental Property identified by the Contractor after its return by the Ordering Party. In such event, the Ordering Party shall be obliged to bear all repair costs or, where repair is not possible, the cost of purchase by the Contractor of new equipment or other items.
3. Where a rented element constitutes part of an Order involving assembly, dismantling or use of the Exhibition Stand, the Parties confirm that all damage, destruction, shortages or theft of such elements arising from the moment of delivery to the place of execution, including the event site, trade fair, event venue or other designated location, until their collection by the Contractor after expiration of the use period, shall constitute events occurring during the term of the Agreement and shall be borne by the Ordering Party. The rental period and the Ordering Party's liability for the Rental Property commence upon delivery of the elements by the Contractor to the place of execution, irrespective of selection of their placement location, provided that the Contractor shall bear no liability for selection of location, security of the surroundings or risks arising from conditions prevailing at the event site.
4. The Contractor has no access to delivered elements outside assembly and dismantling hours, does not exercise custody over them outside the time of performance of works and has no control over their disappearance, theft, damage or destruction caused by third parties, event participants, venue personnel, other exhibitors or subcontractors. Services relating to security, guarding or protection of property are not included in the subject matter of the Order on the Contractor's side. The Contractor strongly recommends that the Ordering Party obtain appropriate insurance covering risks of theft, damage or destruction, noting that such events occur relatively frequently at public events. All losses, shortages or damage to rented elements shall be settled with the Ordering Party based on costs of repair, reconstruction or purchase of new elements, documented by the Contractor and settled by VAT invoice.
5. The Contractor shall have the right to inspect the Rental Property returned by the Ordering Party within three (3) business days from the date of return of the Rental Property by the Ordering Party.
6. In the event of destruction, loss, theft or other circumstances affecting the condition of the Rental Property, the Ordering Party undertakes to inform the Contractor thereof without delay.
7. The rental price does not include the cost of a technician or operator whose task would be assembly, dismantling and/or provision of operating instructions concerning operation and use of the Rental Property, nor the cost of transport thereof, unless the Order concluded between the Ordering Party and the Contractor provides otherwise.
8. The Contractor shall bear no liability for lack of competence of the Ordering Party in operation of the Rental Property. The Ordering Party shall have no right to demand reimbursement of rental costs for the period during which it lacked knowledge or skills to operate the Rental Property. If the Ordering Party wishes to purchase from the Contractor an additional service involving operation support or instruction regarding the rented Rental Property, it shall promptly notify the Contractor. Subject to availability, the Contractor shall provide the Ordering Party with assistance in operation/instruction through an appropriate employee and shall issue a VAT invoice for such service, which the Ordering Party undertakes to pay within the deadline stated therein.
9. Reservation of the Rental Property for the Ordering Party shall be possible only after booking of full payment resulting from the VAT invoice issued by the Contractor in the Contractor's bank account. Issuance alone of a VAT invoice/proforma and/or Offer/Order by the Contractor shall not constitute reservation for the Ordering Party.
10. The Contractor shall have the right to require from the Ordering Party payment of a security deposit for rented elements as security for potential damage or losses. The amount of the deposit and conditions of its collection

shall be determined by the Contractor depending on the nature of the Order and assessment of risk associated with the rental.

11. If a deposit has been paid by the Ordering Party, the Contractor undertakes to return it in full, provided the rented elements are returned on time, free from defects and at the agreed location. Return of the deposit shall be made within seven (7) business days from return of the rented elements or, if the deposit was paid in cash at the Contractor's premises and the equipment requires no additional inspection, the Contractor may return the deposit at the time of return of the equipment by the Ordering Party.
12. Any changes in the Order placed by the Ordering Party regarding rental of equipment or other items, including for example changes in the type or quantity of items or rental period, shall be possible solely subject to prior agreement with the Contractor. In respect of costs related to making changes to the Order, the Contractor may issue a VAT invoice to the Ordering Party, which the Ordering Party undertakes to pay within the deadline stated therein.
13. The Ordering Party shall report any objections concerning the Rental Property at the time of its collection from the Contractor. After collection of the Rental Property by the Ordering Party, any objections concerning its condition shall not be recognized. Collection of the Rental Property without raising objections by the Ordering Party shall constitute acknowledgment that the condition of the Rental Property gives rise to no objections. Any defects or malfunctions reported by the Ordering Party after collection of the Rental Property shall be treated as arising during the rental period, which shall result in charging the Ordering Party costs of repair or purchase of new equipment or other items. In such event, the Contractor shall issue a VAT invoice to the Ordering Party, which the Ordering Party undertakes to pay within the deadline stated therein. The foregoing applies both where the Rental Property was delivered by the Contractor to the Ordering Party and where it was collected from the Contractor's premises.
14. The Ordering Party shall return the Rental Property after expiration of the rental period to one of the Contractor's warehouses (ul. Bruszevska 23, 03-046 Warsaw / ul. Jagiellońska 88 (building 40), 03-215 Warsaw / ul. Płochocińska 65, 03-044 Warsaw), directly into the hands of the Contractor or a representative designated by the Contractor, on the date and at the time agreed between the Parties. The Contractor shall inform the Ordering Party to which warehouse the returned Rental Property shall be delivered.
15. The Ordering Party may return the Rental Property outside the Contractor's premises only in exceptional situations, subject to obtaining the Contractor's express consent and after agreeing the detailed place and date of return.
16. The Ordering Party undertakes to return the Rental Property in unimpaired condition and in no worse condition than the condition in which the Rental Property was delivered to it.
17. The Ordering Party shall be obliged to return the Rental Property in due time after expiration of the rental. An unsuccessful attempt by the Ordering Party to return the Rental Property, for example through attempts made at times not agreed with the Contractor or when the Contractor is not conducting business, shall not constitute grounds for extension of the rental period. An exception applies where an unsuccessful return attempt resulted from fault of the Contractor (for example failure of the Contractor or its representative to appear at the agreed date and place of return), in which case the return period shall be extended, free of charge, by one day.
18. In the event of delay in return of the Rental Property, regardless of the reason for such circumstance, subject to Clause 17 above, the Ordering Party shall be obliged to pay for extension of the rental period for each commenced additional day, calculated from 4:00 p.m. on the day when return should have taken place according to the arrangements, until the date of actual return of the Rental Property.
19. The rental price of the Rental Property does not include insurance thereof. The Ordering Party shall bear full liability for the rented Rental Property regardless of the reason for any damage, destruction or loss thereof.
20. The Ordering Party shall provide persons performing installation of the Rental Property with personal protective equipment (vests, helmets, etc.) required under applicable health and safety regulations for operation or installation of the Rental Property.
21. The Contractor shall have the right to prepare photographic documentation of rented Rental Property for purposes related to promotion and advertising of the Contractor, including by placing photographs of items offered for rental on its website, social media and presentations.
22. The Contractor shall have the right to refuse rental of equipment with customer self-pickup (performed independently by the Ordering Party or by third-party transport). In most cases the Contractor shall add transport cost to the rental service charged to the Ordering Party. An exception shall apply in the case of execution in Warsaw which, apart from rental of equipment/furniture, includes a complete Exhibition Stand including the GoFRAME structure. In such event the Contractor shall not add transport cost to the Order.

#### CIRCUMSTANCES CONSTITUTING GROUNDS FOR ISSUANCE OF AN ADDITIONAL VAT INVOICE

1. Difficulties at the assembly site shall include, in particular, stairs, elevators, narrowed access passages, carrying items manually, and similar obstacles. The above circumstances shall constitute grounds for charging the Ordering Party additional costs and issuing an additional VAT invoice. This clause shall not apply where the Ordering Party informed the Contractor of such difficulties and they were included in the quotation.
2. The Ordering Party may commission the Contractor to arrange/install furniture or equipment at the Exhibition Stand (for example arranging chairs, mounting a television, connecting a television and setting up a film from a USB drive). In such event, the Contractor shall issue to the Ordering Party an additional VAT invoice for additionally performed services.
3. Delay in commencement of assembly resulting from unavailability of a person authorized by the Ordering Party to accept furniture/equipment and/or inability to reach the handover point shall constitute circumstances on the basis of which the Contractor shall charge the Ordering Party additional costs and issue an additional VAT invoice.
4. Delay in collection of equipment by the Ordering Party causing the Contractor's representative to be forced to wait idly for the possibility of collection (in which case human labor and delivery vehicle time shall be taken into account) shall constitute circumstances on the basis of which the Contractor shall charge the Ordering Party additional costs and issue an additional VAT invoice.
5. Delay in collection/return of product(s) by the Ordering Party (applicable to personal collection/return by the Ordering Party) shall constitute circumstances on the basis of which the Contractor shall charge the Ordering Party additional costs and issue an additional VAT invoice.
6. Failure to provide free entry/parking for the Contractor's delivery vehicle shall constitute circumstances on the basis of which the Contractor shall charge the Ordering Party additional costs and issue an additional VAT invoice. In such event, the Contractor shall issue a VAT invoice corresponding to the amount of entry/parking costs incurred. Under standard pricing, the Parties jointly assume the possibility of direct vehicle access to the entrance of the building and that access to the unloading location shall be free of obstacles, stairs and other difficulties.
7. Any works beyond the scope agreed in the Agreement shall be additionally payable. In the event the Ordering Party commissions activities beyond the scope agreed in the Agreement or rental of additional equipment, the Contractor shall issue a VAT invoice which the Ordering Party undertakes to pay within the deadline stated therein.
8. The Contractor shall have the right to charge the Ordering Party costs resulting from delay in collection or return of product(s) by the Ordering Party after completion of the Event, arising as a result of action or omission of the Ordering Party.
9. Any delays in payment as a result of which the Contractor incurs increased costs of execution of the Order shall constitute grounds for the Contractor to issue an additional VAT invoice covering such costs as well as order handling costs.

#### CONTRACTOR'S LIABILITY

1. Pursuant to Article 558 §1 of the Polish Civil Code, the Contractor's liability under statutory warranty (rękojmia) toward the Ordering Party is excluded.
2. The Contractor's liability for damages toward the Ordering Party shall be limited — both with respect to any single claim and all claims in aggregate — to the amount of the Remuneration paid by the Ordering Party.
3. The Contractor shall bear liability for damages toward the Ordering Party solely for damage caused by willful misconduct. The Contractor shall bear no liability for lost profits of the Ordering Party.
4. Upon delivery by the Contractor of the Product specified in the Order to the carrier, the benefits and burdens associated with the Product, as well as the risk of accidental loss of or damage to the Product, shall pass to the Ordering Party. In such event, the Contractor shall bear no liability for loss, shortage or damage to the Product arising from acceptance of the Product for transport until delivery thereof to the Ordering Party, nor for delay in transport of the shipment.
5. The Ordering Party shall be obliged to inspect the shipment at the time and in the manner customary for shipments of that kind. If the Ordering Party determines that loss or damage to the Product occurred during transport, it shall undertake all actions necessary to establish the carrier's liability.
6. The Contractor recommends that upon receipt the Ordering Party verify the external condition of the package and the internal condition of the Product and, where necessary, prepare a Damage Report with the carrier, without which filing a claim with the carrier is not possible.
7. In performance of the Order, the Contractor may use services of subcontractors, acting in the role of an intermediary. The Contractor shall bear no liability for defects in services provided by subcontractors or defects in Products manufactured by Manufacturers.
8. At the request of the Ordering Party, the Contractor shall forward the Ordering Party's complaint to the subcontractor or Manufacturer.

9. The Contractor shall bear no liability for delays in performance of services by subcontractors or manufacture of Products by Manufacturers, nor for delays in delivery of Products by external carriers.

#### COMPLAINT TERMS

1. The Ordering Party may submit complaints regarding Services performed by the Contractor only until their acceptance and taking them into use. The subject matter of the Agreement that has been used by the Ordering Party shall not be subject to complaint or return.
2. An Ordering Party that accepted the subject matter of the Agreement without raising reservations at the time of acceptance shall have no right to submit a complaint or demand return of the subject matter of the Agreement.
3. Any complaints regarding Services provided by the Contractor shall be submitted no later than on the day of acceptance of the service or its performance to the following e-mail address: [contact@go360group.pl](mailto:contact@go360group.pl). Delay in submission of a complaint shall constitute grounds for refusal to accept the complaint.
4. Any comments concerning performance of the Order by the Contractor are recommended to be reported first by telephone contact with the Contractor's representative with whom the Order was placed.
5. Complaints, requests or comments sent by SMS, MMS or through applications shall not be deemed effectively submitted to the Contractor.
6. The Ordering Party undertakes to place the Order sufficiently in advance to enable timely execution of the Order by the Contractor, including in circumstances where submission of a complaint regarding Products manufactured by the Manufacturer proves necessary. Submission of a complaint shall suspend performance of the Order by the Contractor for the time necessary for consideration of the complaint by the Manufacturer.
7. Simultaneous submission of a complaint with a request for repair and use of the element of the Order shall not be possible. Use of an element of the Order shall constitute acceptance of the condition of such element and thereby deprive the Ordering Party of the right to demand repair. A complained-of product should be entirely free from use and returned promptly after its receipt.
8. The Contractor shall, as a rule, consider the Ordering Party's complaint within fourteen (14) days from the date of its submission. If the time necessary to consider the complaint exceeds the above period, the Contractor shall inform the Ordering Party thereof and of the exact date of consideration of the complaint. The Contractor shall use reasonable efforts for the complaint process to proceed as quickly as possible; however, certain aspects of analysis are beyond its control and subject to external complaint handling deadlines.
9. In the event the Ordering Party submits a complaint regarding the Contractor's Services, the Contractor shall bear no liability for failure to complete the complaint process before commencement of the Trade Fair and, consequently, for inability of the Ordering Party to use the Exhibition Stand within the planned Trade Fair dates.
10. In the event of submission of a complaint, the Ordering Party shall enable the Contractor to promptly assess the complained-of element and undertake actions. Failure to submit promptly or preventing the Contractor from assessment or response shall exclude the Contractor's liability to the extent this hindered verification of the complaint or removal of irregularities.
11. Due to the nature of trade fair events, in the event of a justified complaint, the Contractor shall promptly undertake remedial, substitute or masking measures, taking into account available organizational, technical and time-related possibilities, in order to remove the problem or limit its effects to the greatest extent reasonably possible.
12. The Contractor shall bear no liability for printing errors resulting from improper preparation of print files and further notes that colors visible on a screen may differ from final print colors due to printing technology, substrate and screen settings. In order to confirm the expected color effect, an additional paid proof (print sample) is recommended. In the event of resignation from a proof, color differences shall not constitute grounds for complaint. Ordering a print sample does not extend the deadline for preparation of graphic files and the Ordering Party should commission trial prints sufficiently in advance.
13. Printed materials may contain minor and incidental imperfections, such as point contamination in print resulting from properties of material supplied by the manufacturer on a roll. Such minor differences do not affect overall visual quality, usability or durability of the material and shall not constitute grounds for complaint.
14. The Ordering Party declares that it is aware that certain Products necessary for execution of the Exhibition Stand originate from a third party (the "Manufacturer") and that the Contractor shall bear no liability for their quality or proper manufacture.
15. If it is necessary to submit a complaint regarding Products delivered by the Manufacturer and intended for execution of the Order, the Contractor shall conduct complaint procedures with the Manufacturer in the name and on behalf of the Ordering Party.
16. The Contractor reserves that the period of consideration of a complaint by the Manufacturer shall not be included in the execution time of the relevant Order by the Contractor. In the event the Ordering Party submits a complaint regarding Products delivered by the Manufacturer, the execution deadline of such Order shall be extended by the time necessary for consideration of the complaint. In such event, the Contractor shall bear no liability where, as a result of the submitted complaint, timely execution of the relevant Order by the Contractor becomes impossible, subject to Clause 8 above.

17. The Ordering Party acknowledges that simultaneous complaint regarding elements of the Exhibition Stand together with use thereof is not possible. Only Products free from use may be subject to complaint. Use of Products by the Ordering Party shall constitute their acceptance and acknowledgment of quality of execution.

#### RIGHT OF WITHDRAWAL FROM THE AGREEMENT

1. The Contractor shall have the right to withdraw from the Agreement concluded with the Ordering Party within fourteen (14) calendar days from the date of its conclusion. Withdrawal from the Agreement in such case may take place without stating reasons and shall give rise to no claims of the Ordering Party against the Contractor, except for the Contractor's obligation to return the Remuneration paid by the Ordering Party.
2. The Contractor shall have the right to withdraw from the Agreement for reasons attributable to the Ordering Party. In such event, the Contractor shall be entitled to a contractual penalty from the Ordering Party in an amount equal to the Contractor's Remuneration for the Order placed by the Ordering Party.
3. The Ordering Party may submit a declaration of withdrawal from the Agreement or resignation from execution of the Order; however, such withdrawal shall not give rise to an obligation of the Contractor to return the received Remuneration, nor shall it release the Ordering Party from the obligation to settle the Remuneration due in accordance with the Order, the Agreement Terms and these Terms and Conditions.
4. Acceptance of the Order results in conclusion of an Agreement covering services of a mixed nature, including in particular reservation of resources, preparation for execution, rental elements, production, logistics, assembly and dismantling, and payments made also cover readiness to perform, preparatory activities and indirect costs related to execution of the Order. For these reasons, withdrawal by the Ordering Party, resignation or unilateral withdrawal from execution shall not constitute grounds for demanding return of amounts paid.
5. In the event of withdrawal from the Agreement, resignation from execution or refusal of further performance of the Agreement by the Ordering Party after Acceptance of the Order, the Contractor shall retain the right to the entire Remuneration specified in the Order, and payments made shall not be refundable. Withdrawal, resignation or unilateral withdrawal by the Ordering Party shall not constitute grounds for reduction of the Remuneration, demand for return of all or part of amounts paid, nor refusal to pay the remaining part of the Remuneration due under the Order. Remuneration due to the Contractor includes the entire agreed price for execution of the Order, irrespective of the stage of execution at which withdrawal or resignation by the Ordering Party occurred.
6. Resignation or withdrawal producing the effects referred to above shall also include lack of cooperation by the Ordering Party making execution of the Order impossible, including in particular lack of timely payments, failure to deliver required files, materials, approvals, consents, information or other data necessary for execution.
7. Withdrawal by the Ordering Party shall not limit the Contractor's right to pursue due Remuneration, damages, costs incurred in connection with execution of the Order or any other claims provided for in the Agreement, these Terms and Conditions or applicable law.

#### FINAL PROVISIONS

1. In matters not governed by these Terms and Conditions, provisions of generally applicable law shall apply.
2. The Contractor reserves the right to amend these Terms and Conditions. The Contractor shall have no obligation to inform the Ordering Party of amendments to these Terms and Conditions.
3. The Ordering Party shall be obliged, prior to placing an Order, to familiarize itself with the Contractor's current Terms and Conditions.
4. The Contractor shall have the right to create photographic documentation of the executed Order and to make photographs available as portfolio materials on its websites, presentations and social media. The Contractor shall be entitled to present the Ordering Party as its client on websites, in presentations and in social media and, for this purpose, shall be entitled to use the Ordering Party's logo. The Ordering Party grants consent for the foregoing for an unlimited period of time.
5. The Contractor shall have the right to mark the Exhibition Stand with elements identifying the Contractor, including in particular a "Booth made by stand360.pl" plate, provided that the Ordering Party shall have the right to withhold consent for their placement.
6. Any arrangements between the Contractor and the Ordering Party may be made by e-mail and shall be deemed legally binding upon both Parties.
7. Any disputes arising between the Contractor and the Ordering Party shall be resolved by the common court having jurisdiction over the place where the Contractor conducts its business activity.
8. The Parties undertake in the first instance to seek amicable resolution of disputes in the form of mediation, which may be conducted at the Contractor's current principal place of business or in writing.
9. All correspondence to the Contractor shall be sent to its correspondence address: ul. Bruszevska 23, 03-046 Warsaw.

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**GDPR PRIVACY NOTICE**

Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) of 27 April 2016 (Official Journal of the European Union L 119 of 04.05.2016), hereinafter referred to as the "GDPR", we hereby inform that:

1. The controllers of personal data of persons authorized to place an Order and/or conclude an Agreement with the Contractor, as well as persons designated in the content of the Order/Agreement to supervise performance of the Agreement, are Jakub Wittbrodt conducting business activity under the business name Jakub Wittbrodt Go 360 Group, ul. Brzewska 23, 03-046 Warsaw, and Go 360 Group Sp. z o.o., with its registered office at ul. Brzewska 23, 03-046 Warsaw, Tax Identification Number (NIP): 5243035403.
2. Contact with the Data Protection Officer may be made via e-mail at: [contact@go360group.pl](mailto:contact@go360group.pl).
3. Personal data shall be processed pursuant to Article 6(1)(b) GDPR for purposes related to conclusion of the Agreement and execution of the Order.
4. Recipients of personal data shall be entities participating in performance of the Agreement.
5. Personal data shall be stored during the period of cooperation with the controller and for the period necessary for purposes of establishing, pursuing or defending claims in proceedings before courts or state authorities, or for the period justified by the legitimate interest pursued by the controller.
6. Persons whose personal data are concerned shall have the right to request from the controller access to personal data, rectification thereof, erasure thereof or restriction of processing.
7. Persons whose personal data are concerned shall have the right to lodge a complaint with the supervisory authority — the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych) — where such person considers that processing of their personal data infringes the GDPR.
8. Provision of personal data is voluntary; however, refusal to provide personal data may result in refusal to conclude an Agreement with the Contractor.