









not receive the Exhibitor's rejection of the allocation of the stand area, in writing, within 5 working days.

The allocation of the other stands, in particular of neighboring stands, is subject to change up to the time that the Exhibition opens. The Organizer is also entitled to relocate or close entrances to and exits from the Exhibition grounds and halls, and to make other structural alterations.

The Exhibitor cannot make claims against the Organizer because of such changes nor do such changes amount to a breach of this Agreement.

**8. a) Cancellation of contract**

Should the Exhibitor:

- make any arrangements with the general body of its creditors or enters into a compromise with such creditors generally or if a provisional or final order for sequestration, liquidation or judicial management is made against it or it enters into business rescue proceedings;
- ceases or threatens to cease operating its business as a going concern or commits any act of insolvency in terms of the Insolvency Act 1936 (as amended or substituted from time to time);
- fail to pay any rent on the due date thereof and persist in such failure for a period of 7 (seven) days against the date of dispatch of notice per prepaid registered post calling for such payment; or
- fail to pay any other amount due by the Exhibitor in terms of this lease on due date thereof and persist in such failure for a period of 7 (seven) days against the date of dispatch of notice per prepaid registered post calling for such payment; or
- breach this lease in any other way and fail to remedy such breach within 30 (thirty) days after dispatch of written notice per prepaid registered post calling for such remedy;

the Organizer shall have the right, but shall not be obliged, forthwith to cancel this Agreement and to resume possession of the allocated area, but without prejudice to its claims for arrears payments and/or damages which it may have suffered by reason of the Exhibitor's breach of contract or of the premature cancellation.

In the event of the Organizer cancelling this Agreement and the Exhibitor disputing such cancellation and remaining in occupation of the allocated area, the Exhibitor shall, pending settlement of the dispute either by negotiation or arbitration, continue to pay an amount equivalent to the participation fees as well as any other amounts owing by the Exhibitor to the Organizer in terms of this Agreement on the due dates thereof and the Organizer shall be entitled to accept and recover such payments without prejudice to and without in any way affecting the Organizer's claim for cancellation. Should the dispute be resolved in favour of the Organizer, the payments made and received in terms of this clause shall be deemed to be amounts payable by the Exhibitor on account of damages suffered by the Organizer by reason of the cancellation and the unlawful holding over by the Exhibitor.

**b)** If the location, type, dimensions or size of the exhibition area rented by the applicant are subsequently changed so much that the applicant can no longer be reasonably expected to accept the exhibition area, the applicant is entitled to terminate the contract within 5 working days of receiving written notification by the organizer and monies paid by the applicant shall be refunded to him. In any other case, the applicant has no right to terminate the contract. If the applicant states that he is withdrawing from the contract, -then he shall have deemed to have renounced once and for all, his intention to take part in the trade fair. In such event, the organizer is entitled to re-let the stand area or use it itself without being obliged to do so.

Payment of the participation fee will be forfeited if the applicant withdraws unilaterally and completely from the undertaking. Notice of such cancellation must be given to the organizer by the exhibitor in writing. If the applicant states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, the organizer is entitled to re-let the stand area or use it itself without being obliged to do so. In the case that the organizer can re-let the stand area, the organizer must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; the exhibitor shall not have any further rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay 40% of the agreed participation fee as flat-rate compensation for expenses incurred by the Organizer due to the fact that the exhibitor has withdrawn from the contract and cancelled his participation in the trade fair without being entitled to do so. The Organizer's right to claim further damages remains unaffected. Any exhibitor which withdraws unilaterally and completely, 30 days before the 1<sup>st</sup> day of the show will forfeit any monies already paid as compensation to the organizer.

**9. Force majeure, cancellation of the event**

If the Organizer is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the Exhibition, the Exhibitor does not thereby acquire the right to withdraw or cancel, nor do they have any other claims against the Organizer, in particular claims for damages.

If the Organizer cancels the Exhibition because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for the Organizer to hold the Exhibition, the Organizer is not liable for damages, actions, claims, losses and/or expenses suffered by the Exhibitor whatsoever.

**10. Dates of setting up and dismantling / Assembly, staffing and dismantling of stand**

The exact dates for set up and dismantling will be published at a later stage.

The dates for assembly and dismantling must be observed. Stands not occupied by the last day of assembly may be disposed of as the Organizer sees fit.

Exhibitors admitted to the Exhibition undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the Exhibition during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the Exhibition opens. **Exhibitors are not permitted to remove Exhibition goods and dismantle their stands before the Exhibition closes. If they break this rule, the Organizer is entitled to demand a penalty of R10 000.**

**11. Stand design and equipment**

a) In the halls

The maximum stand construction depends on the allocation of the stand within the hall. The maximum stand construction height is however 5,50 m. Further technical details are available in the technical guidelines.

b) Outdoor Area

The maximum stand construction height is 6,00 m. Construction of partially higher parts is subject to approval of the Exhibition management operation department and the project team for the Exhibition and depends on stand position and design and will only be granted in exceptional cases.

A more detailed specification will be made available at a later stage to the Exhibitor. Further technical details are available in the technical guidelines at a later stage.

All structures to be set-up in the outdoor area require the prior consent of the Organizers and permission from a governmental approved top level certified structural engineer.

Two-storey stand construction is permitted in the outdoor area with the approval of a structural engineer and a structural engineer's certificate must be submitted to the Exhibition management.

**\* Please Note:** Submission of an indemnity form is compulsory for all exhibitors and can be found in the exhibitor manual.

**12. Safety Measures**

It is necessary to wear safety helmets and safety belts and to carry out other safety measures against injuries that might be caused by falling objects in overhead work (height all of 2m). All exhibitors are legally responsible to conform to all applicable aspects of the Occupational Health and Safety Act 85/1993 (OHS Act) and other relevant Acts and Regulations.

**13. Technical installations and other regulations**

Applications for electrical installation, water, compressed air and drainage can be considered only if submitted in due time on the order forms available from the Organizer. The precise terms of delivery and the connection fees are stated on these forms. All building structures on the Exhibition grounds shall be executed in accordance with the legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads from cranes is prohibited for safety reasons.

**14. Restoration of the exhibition areas**

All exhibition areas must be handed over to the Exhibition management operation department in their original condition by the stipulated date for completion of dismantling. At the end of the Exhibition, the Exhibitor must remove from the site all the materials used from their stands by the respective timings stated in the "Operations Schedule". The Organizer is entitled to charge the Exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, gravel, packing materials or literature) by a contracting firm at the Exhibitor's cost. The paid damages deposit will be forfeited by the Organizer until the Exhibitor has paid the respective charges.

**15. Transport of track-laying vehicles**

Only track-laying vehicles with smooth track plates, which are also approved for public roadways, may be driven on the roads of the Exhibition grounds. The transport of track-laying vehicles into the exhibition halls are permitted only with the approval of the Exhibition management and as per South African laws. The Exhibitor is fully responsible for any damage to road surfaces and hall floors. Should damages occur the paid damages deposit will be forfeited by the Organizer until the Exhibitor has paid the respective charges.

**16. Sales regulations**

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchasers until after the Exhibition closes. Sales are permitted only to wholesalers, retail or trade customers.

**17. Catalogue, Internet, Visitor Information**

An official Exhibition catalogue, an internet database and visitor information will be compiled for the Exhibition. The Exhibitor (including co-exhibitors and companies at joint stands) is included, with the name indicated in the application, in the alphabetical list of exhibitors in these media. The minimum entry contains the Exhibitor's company name, hall and stand number and webpage in the alphabetical list of exhibitors. The Exhibitor (including co-exhibitors and companies at joint stands) will be offered other entries, e.g. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. The Organizer assumes no responsibility for the correctness and completeness of the catalogue, internet database and visitor information.

The Exhibitor is solely responsible for the permissibility under law – and particularly the law on competition – of any advertisement placed in the Exhibition catalogue, the internet database or the visitor information of the Organizer at the instigation of the advertiser. Should third parties assert claims against the Organizer on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold the Organizer fully harmless against all claims asserted including all costs of any defense in court on the part of the Organizer. The same applies to exhibitor entries actuated by exhibitors in the Exhibition catalogue, the Internet database or the visitor information of the Organizer.

**18. Exhibitors' and Contractors passes**

The Exhibitor's passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors one month prior before the exhibition starts. For the time in which the Exhibition is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Hall		Outdoor	
Registered m²	Passes	Registered m²	Passes
9 to 17	5	50 to 250	10
18 to 26	10	251 to 500	20
27 to 54	20	501 to 1200	40
55 to 100	30	> 1200	max 50
101 to 400	40		
> 400	max 50		

The number of Exhibitor's passes is not increased for co-exhibitors. Additional the Exhibitor's passes are obtainable from the Exhibition management and will be charged for. The Exhibitor's passes are intended solely for stand personnel, and must not be passed on to unauthorized third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the Exhibition Centre without corresponding authorization from the Organizer. All exhibitors' passes are numbered.

Stand Contractor passes for show days are available in the numbers required and will be charged for. They can be purchased on site at the Organizer's office during build up. Contractor passes must not be passed on to unauthorized third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the Exhibitor.

**19. Confirmation letters**

Once the stands have been allocated, the Exhibitor will be informed in writing together with further details concerning preparation and organization of the Exhibition.

**20. Alterations**

The Organizer reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

**21. Complaints**

Complaints about any defects in the stand or exhibition area are to be made in writing to the Organizer immediately on occupying the exhibition area, and at the latest on the last day of stand assembly, so that the Organizer can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against the Organizer.

**22. Limitation of Liability**

Neither the Organizer, MMG nor AEM shall under any circumstances be liable for any loss or damage which is suffered by the Exhibitor, its employees, agents, servants, contractors, clients or visitors, including but not limited to damage as a result of fire, injury, accident, floods, crowds, riot, the actions or omissions of other exhibitors, defect in the structure of the stand or

in the Venue, or from insufficient lighting or ventilation or resulting from leakage from or breaking of any water pipe or communication, fitting or appliance.

The Exhibitor is liable for and holds the Organizer, MMG and AEM harmless against all risk in and to property brought onto the Venue by the Exhibitor, its employees, agents, servants, contractors, clients or visitors including property not owned by the Exhibitor. The Organizer, MMG and AEM shall not be responsible for any loss or damage that it may suffer in the event of the Exhibition having to be closed during the whole period of the Exhibition or any parts thereof and in such event the Organizer, MMG and AEM shall not be liable to refund the Exhibitor any monies or portion thereof.

The limitation of the Organizer, MMG and AEM's liability as aforesaid shall apply irrespective of whether such damage is sustained before, during or after the Exhibition and irrespective of whether the act or omission complained of occurs inside or outside of the Venue.

### 23. Exhibitor's Liability

The Exhibitor shall not bring or suffer to be brought onto the premises any goods, article or materials which may render the insurance of the premises against risk or loss or damage by fire, either void or voidable or which may increase the rate of premium in respect of such insurance beyond ordinary risk.

The Exhibitor shall not do, cause or suffer anything which in the opinion of the Organizer, constitutes a nuisance or causes an infringement of any regulation or law, or which may lead to possible forfeiture of or endorsement of any license held by the Organizer or the Venue.

The Exhibitor shall not store or bring on to the premises inflammable substances or use any such inflammable substance or open flame on the premises at any time.

### 24. Insurance and Indemnity

The Exhibitor and person or entity it contracts with to perform services for it shall carry insurance covering liability for third party, injury, personal injury, property damage and workers compensation and shall protect, indemnify and hold harmless the Organizer, MMG, AEM and Venue Owners, their officers, agents and employees against all claims, losses, suits, damages, costs, expenses of every kind, resulting from or arising in connection with the Exhibitor's use or occupancy of the exhibit space (including construction and dismantling of stands or exhibits) its agents or employees irrespective of whether or not such claim arises during or after the holding of the exhibition.

### 25. Occupational Health and Safety

All the requirements of the Occupational Health and Safety Act 85 of 1993 (as amended) shall be adhered to by the Exhibitor.

### 26. Photography, filming, video recording, and sketching

Only persons authorized by the Organizer and in possession of a valid pass may film, photograph, or make sketches or video recordings in the exhibition halls and the outdoor exhibition area. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, the Organizer can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require the Organizer's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The Exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer.

The Organizer, MMG and AEM are entitled to have photographs, drawings, films and video recordings made of events at the Exhibition, of stands and exhibits, and to use them for advertising or general press publications.

### 27. Intellectual property rights

When participating in Exhibitions organized by the Organizer, the Exhibitor warrants that its exhibits, packages and all related publicity materials found in the Exhibition do not in any way whatsoever violate or infringe any third party's rights including trademarks, copyrights, designs, names and patents whether registered or otherwise.

### 28. Whole agreement

This Agreement constitutes the entire agreement between the parties and representations by either of the parties or their agent, whether made prior to or subsequent to the signing of this agreement, shall not be binding on either of the parties unless done in writing and signed by the Organizer.

No variation, alteration or consensual cancellation of this Agreement, or any of the terms thereof, shall be of any force or effect, unless done in writing and signed by the Organizer.

No waiver or abandonment by the Organizer of any of its rights in terms of this Agreement shall be binding on that the Organizer, unless such waiver or abandonment is in writing and signed by the Organizer.

No indulgence, extension of time, relaxation or latitude which any party may show, grant or allow to another shall constitute a waiver by the Organizer of any its rights and it shall not hereby be prejudiced or estopped from exercising any of its rights against any party which may have arisen in the past or which might arise in the future. Unless the context indicates otherwise, the rights and obligations of any party arising from this Agreement shall devolve upon and bind its successors-in-title.

### 29. Regulations for use

The Exhibitor must comply strictly with the building and use rules for the event grounds. The Exhibitor is not permitted to spend the night in the halls or on the outdoor area. The Exhibitor must take the other participants in the event into consideration, must not act contrary to public

policy and must not misuse their participation in the event for any purpose not related to the event, such as but not limited to ideological or political purposes.

### 30. Period of prescription

All the Exhibitor's claims against the Organizer arising from this Agreement, shall be lodged in writing to the Organizer within 6 (six) months of the closing date of the Exhibition, failing which they shall prescribe.

### 31. Place of performance, applicable law

Johannesburg shall be the place of performance, also for all financial obligations. Only the law of the Republic of South Africa shall apply. This applies even in case of termination or withdrawal of any contractual relationship.

### 32. Jurisdiction, arbitration agreement

The parties irrevocably submit to the jurisdiction of the courts of the Republic of South Africa. All disputes arising out of or relating to this Agreement including disputes as to the meaning or interpretation of any provision of this Agreement or as to the carrying into effect of any such provision or as to the quantification or determination of any amount or thing required to be determined or quantified in terms of or pursuant to this Agreement, will be referred to arbitration.

Either party to the dispute will be entitled to require, by written notice addressed to the other party in which notice particulars of the dispute are set out, that the dispute be submitted to arbitration in terms of this clause.

Subject to the provisions of this clause, the arbitration will be held under the provisions of the arbitration laws for the time being in force in the Republic of South Africa (as it is constituted from time to time).

The arbitrator will be an independent person agreed upon by the parties to the dispute and, failing such agreement within 5 (five) days after the date on which arbitration is requested by either party to the Agreement, will be appointed by the President and, failing him, the Vice-President for the time being of the Law Society of the Northern Provinces who may be requested by either party to the dispute to make the appointment at any time after the expiry of that five-day period.

Immediately after the arbitrator has been agreed upon or appointed, either of the parties to the dispute will be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings will be held and to settle the procedure and manner in which the arbitration proceedings will be held.

The arbitration will be held in Johannesburg in accordance with the formalities and procedure settled by the arbitrator.

The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages, account of profits, a penalty or otherwise as he in his sole discretion may deem fit and appropriate and to deal as he deems fit with the question of costs, including if applicable, costs on the attorney and client scale, or own client scale, and his own fees.

Any award made by the arbitrator:

- will be final and binding on the parties to the agreement; and
- may be made an order of any court to whose jurisdiction the parties are subject.

Nothing contained in this clause will preclude either party from obtaining intermediate relief on an urgent or other basis from a court of competent jurisdiction, pending the decision of the arbitrator.

### 33. Confidentiality

The parties shall not reveal the confidential information of each other to any other party.

"Confidential information" shall include but not be limited to:-

- The details of this Agreement, the details of the negotiations leading to this Agreement and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in this Agreement;
- All information relating to the business of the parties or the operations and affairs of the parties;
- All information, knowledge, technology, data, documents, literature, trade secrets and know-how of the parties, whether or not patented or capable of being patented, or bearing copyright or any other intellectual property rights, and whether any such rights vest in the parties by virtue of statutory or common law.

The parties shall take all necessary precautions reasonably calculated to prevent an unauthorised disclosure or use of such trade secrets and confidential information by that party's employees, subsidiaries and their employees or any other intermediaries or related parties;

The provisions of this clause 35 shall be binding on the parties.

### 34. Severability Clause

Should the provisions set out in this Agreement be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected.

### 35. Authority

The Exhibitor warrants that it has full power and capacity and authority to sign the Agreement.

### 36. Legal compliance

The Exhibitor warrants that it is in compliance with the Republic of South African laws and regulations at the time of signing the Agreement and shall comply with South African laws and regulations at all times while performing its activity while participating in the Exhibition. The Exhibitor warrants that it is not restricted by any judgment, injunction, order, decree or award from signing the Agreement and performing activities under this Agreement.

As of September 2016