

# Export Solutions Pty Ltd (ES)

## TERMS & CONDITIONS OF EXHIBITION PARTICIPATION

### Constituting a Contract between ES and the Applicant Company

The terms in bold have the following meanings:

**Authorised Signatory** means a person authorised by the Company to enter into the Contract on its behalf.

**Company** means the applicant company, sole trade or partnership whose details appear on the Exhibitor Contract.

**Contract** means the agreement between ES and the Company as detailed on the Exhibitor Contract and subject to the Terms

**Exhibition** means the event detailed on the Exhibitor Contract.

**Group** means all the Companies entering into Contracts with ES for stands on a pavilion at a particular Exhibition.

**Organiser** means the organisation hosting the Exhibition.

**Stand Fees** means the fees set out on the Exhibitor Contract which include rental of space, provision of a fully constructed stand and display aids as part of a group of stands, and any other charge detailed.

**Terms** means these terms and conditions.

ES means Export Solutions Pty Ltd whose registered office is 151 Main Street, Osborne Park, WA 6017, Australia.

#### BACKGROUND

- 1 The Exhibitor Contract must be signed by an Authorised Signatory of the Company.
- 2 The Company warrants that they have paid all sums due to the Organiser and any third party for any previous exhibition arrangements.
- 3 The Contract will be in place once the Exhibitor Contract has been received by ES, whether by post or fax.
- 4 ES will acknowledge receipt of the Exhibitor Contract to the Company.

#### PRICE AND PAYMENT

- 5 The Company agrees to pay the Stand Fees in full and any other amount agreed from time to time between the parties in accordance with these terms.
- 6 The Company agrees to pay in full all invoices issued by ES in accordance with the payment plan set out on the Exhibitor Contract or otherwise as agreed between the parties in writing from time to time.
- 7 Payment of all additional Exhibition site services (eg use of Group telephone and fax, stand cleaning, Group brochure, refreshment account, etc) provided by, or through ES, must be made on receipt of invoice in respect of such services provided after the Exhibition by ES, the Organiser or other relevant party. The Company should note that failure to do so may affect their likelihood of entering into future arrangements with ES.

#### EXHIBITION STAND

- 8 Where a Company applies for a stand as part of the Group it must take the stand design provided as standard for that Group.
- 9 No additional construction to the standard stand design is permitted except by prior written agreement from ES.
- 10 Where a Company has ES's agreement described in Term (9) it is responsible for seeking quotes, commissioning of and payment for any additional construction to the stand design it requires.
- 11 ES will make every effort to provide the stand requested, but cannot guarantee in advance either the hall, position, configuration of stand, or total area that can be provided to the Company at the Exhibition. ES will notify the Company of stand details once the stand has been allocated to the Company.
- 12 Where it is necessary to offer the Company a stand area varying by greater than 20% of the area originally requested on the Exhibitor Contract, ES will seek the Company's agreement before allocating that area to the Company. If the Company does not agree to the variation ES will refund any payments already made and the Contract will terminate.
- 13 If the stand area offered varies by less than 20% of the original area requested ES may allocate that area to the Company without the Company's specific agreement.
- 14 Where the allocated stand is greater than originally requested, the Company must pay in full for the additional area. Similarly, ES will adjust the fees accordingly should a reduced area only be available.
- 15 Every reasonable care will be taken by ES in the location of space to the Company to avoid inclusion of pillars, fire hydrant access points and other items on stands. Where this is not possible, Companies will be charged for the area unless the Organiser offers to credit the amount paid for it.
- 16 In some instances ES must have Contracts in place with a minimum specified number of Companies in order to proceed with a particular exhibition. If this is the case, ES is unable to guarantee that space will be available at that Exhibition until that number of Contracts are entered into. If insufficient Contracts are entered into ES will refund any payments made, and will give the Company reasonable assistance in securing an independent stand at the Exhibition.
- 17 ES is unable to guarantee they will be allocated sufficient space to satisfy the requirements of all potentially interested companies. The Group space at the Exhibition will, therefore, be allocated strictly in order of receipt of Exhibitor Contracts by ES.
- 18 Where it becomes apparent that there is insufficient space available to ES at the Exhibition to be able to confirm the stand requested by the Company the Contract will terminate and any payments already made will be refunded in full.

#### CANCELLATION OR VARIATIONS TO THE CONTRACT

- 19 In the event of the Organiser or ES agreeing to any request for release from the Contract, the Exhibitor will be liable for all or part of the cost stated in the Contract on the following scale:

<b>Cancellation 271 days or more before the show</b>	<b>15% of cost</b>
<b>Cancellation between 270 and 181 days before the show</b>	<b>40% of cost</b>
<b>Cancellation between 180 and 121 days before the show</b>	<b>60% of cost</b>
<b>Cancellation between 120 and 61 days before the show</b>	<b>80% of cost</b>
<b>Cancellation 60 days or less before the show</b>	<b>full cost</b>

The scale of charges will apply only from the date the Organiser or ES receives written notice by letter, e-mail or fax. In addition to this scale, the Exhibitor will be liable for any specific cost incurred on his behalf by the Organiser.

**These terms cannot be varied under any circumstances.**

#### FAILURE TO EXHIBIT

- 20 20.1 Any organisation which, having signed a contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor's own choosing and has not been released from the Contract by the Organiser shall be liable for the full amount stated in the Contract, plus any additional costs incurred by the Organiser or ES as a result of such failure to exhibit.
- 20.2 The Organiser or ES will not be liable in any way in the event that Bodies of Authority such as immigration and customs prevent the attendance of personnel or exhibits at the Exhibition.
- 21 If:
  - 21.1 The Company does not make payment of any sums due to ES immediately they fall due;
  - 21.2 The Company is in breach of any of the Terms and fails to remedy the breach within (14) days of written notice of the breach from ES; or
  - 21.3 The Company ceases to trade or becomes insolvent.ES reserves the right to either treat this as a withdrawal by the company and Terms (19), (20), (22) will apply or terminate the Contract by immediate written notice to the Company.
- 22 Where ES seeks a replacement company due to the circumstances in (19) and (20) this is without prejudice to their rights to recover any debts should a replacement company not be found.

#### THE EXHIBITION

- 23 It is the Company's responsibility to ensure that the Company's goods arrive at the Exhibition in good time and are sufficiently secure and are adequately insured against all risks whilst it is taking part in the Exhibition.
- 24 The Company will ensure that its team arrives at least 24 hours before the start of the Exhibition to check the final arrangements in place. Once the Exhibition has started ES are unable to assist the Company in altering the arrangements.
- 25 The Company shall not cause any damage to the stand design, or display aids supplied, for example by the use of nails or tacks for attaching panels to stand design walls.
- 26 If damage is caused to the stand design, the Company will be charged the full cost of replacement of the damaged items.
- 27 The Company must not further embellish the fascia panels of the stand by use of unauthorised additional graphics or display aids or similar.
- 28 The Company, its employees, sub-contractors and agents must not act in a manner likely to cause offence or nuisance to other exhibitors or other third parties, or in contravention of the Terms including those listed in Term (40). ES reserve the right to require that the Company remove all or part of its team, exhibits and/or goods from the Exhibition if, in its sole discretion, it considers the Company to be in breach of this Term during the Exhibition.
- 29 ES will give reasonable assistance to the Company if it experiences a problem with other exhibitors or third parties however ES will not be liable if the behaviour of another exhibitor or other third party causes loss or damage to the Company.
- 30 The Company agrees to complete a post-Exhibition questionnaire and return it to ES.

#### LIABILITY

- 31 ES warrants that it will carry out its obligations under the Contract with reasonable skill and care and, except in the case of personal injury or death, ES's maximum liability under the Contract is limited to the Stand Fees or any other amount paid by the Company under the Contract and will not be liable to the Company for any economic loss, loss of profit, loss of business and like loss.
- 32 The Company will indemnify ES for any liability, costs, expenses, damages or losses it incurs as a result of a breach by the Company of any of these Terms, except to the extent that the liability, costs, expenses, damages or losses were caused or contributed to by the negligent act or omission of ES.
- 33 Where an Exhibition is postponed or cancelled reasons beyond ES's reasonable control it will use reasonable efforts to reclaim a portion of the Stand Fees or other payments paid on the Company's behalf by ES to the Organiser and/or contractors, (excluding contracts the Company has appointed independently) and to refund such fees to the Company, net of any administrative costs incurred by ES.
- 34 Neither the Company nor ES will be liable for a failure or delay to perform its obligations if it is due to any event beyond the reasonable control of the defaulting party.

#### GENERAL

- 35 ES reserves the right to raise a surcharge on Stand Fees, in the event of significant reduction of the value of the Australian Dollar against any currency from which the Stand Fees or any part of them is calculated, capped to a maximum of 3% of the contract amount.
- 36 Any variation to the Contract must be made in writing.
- 37 If any part of the Contract is found to be illegal, invalid or unenforceable then that part will, to the extent required, be severed from the Contract and will be ineffective and this will not affect any other part of the Contract.
- 38 From time to time, ES may provide details of service companies that offer Group freight, travel, accommodation, promotion and other services thought to be in the interests of the Company. Where ES provides such details, the Company is not obliged to use such service providers and enters into contracts with such companies at its own risk and ES will not accept responsibility for the performance, actions, omissions or negligence of contracts appointed by the Company.
- 39 The Company agrees to be bound by these Terms and the Terms and Conditions of participation of the Organiser. If any inconsistency between this document and the Organisers document then the Organisers document prevails.
- 40 This Contract is governed by the laws of Australia and is subject to the non-exclusive jurisdiction of the Australian courts.

Terms and Conditions of Contract accepted by Company:

Signature:

Date: