



Exhibitors Terms & Conditions

Rheingoldhalle, Mainz, Germany 18-20 May 2021

1. Definitions

The definitions and rules of interpretation in this condition apply in the Contract:

Company: means FISITA (UK) Limited.

Exhibition: in all cases refers to the physical exhibition being organised by the Company in conjunction with the EuroBrake conference.

Exhibitor: includes any person, firm, company, association or organisation to whom space has been allocated for the purpose of exhibiting at the Exhibition and its employees, servants, agents or contractors.

Organisers: means the person, firm or company organising the meeting on behalf of the Company.

Premises: refers to the Rheingoldhalle, Mainz, Germany in which the EuroBrake Exhibition is taking place.

2. Dates of Opening

The Exhibition will take place at the Rheingoldhalle, Mainz, Germany and the provisional exhibition schedule is as follows: Exhibition open on Tuesday 18, Wednesday 19, and Thursday 20 May 2021.

3. Installation and Removal OF Exhibits

The provisional schedule for installation and removal of exhibits is as follows:

Monday 17 May 2021 FISITA's official exhibition contractors will build shell booths.

Space only exhibitors may set up on Monday 17 May 2021 between **18:00-22:00 only**.

Shell scheme exhibitors may commence exhibit set up at 08:00 on Tuesday 18 May 2021 and must have the booth ready by 12:30 on Tuesday 18 May 2021.

Exhibitors must not dismantle the exhibit before the close of the conference on Thursday 20 May 2021 at 13:50. Exhibitors who start to dismantle earlier may be excluded from exhibiting at future EuroBrake exhibitions.

Exhibitors must not pack, remove and/or dismantle the stand prior to the closing of the exhibition without the permission from the organisers.

The Exhibitor will remove all packaging, display materials and any other additional presentation equipment immediately after the close of the exhibition.

The confirmed schedule for installation and removal of exhibits will be outlined in the Exhibitor's Manual.

FAILURE TO VACATE: if the Exhibitor should fail to remove all his property or otherwise fail to vacate the Exhibition premises by 20.00 on Thursday 20 May 2021 due to any reasonable cause whatsoever, the exhibitor shall be fully responsible for any penalties imposed by the owners of the Premises or any other losses and costs incurred by the Organisers and/or the Company as a result of the Exhibitor failing to vacate the premises by the agreed time and without prejudice to any other right or remedy of the Organisers and/or the Company. The Organisers may remove any property of the Exhibitor left at the Exhibition Hall by the Exhibitor after the said time and the costs of such removal shall be paid by the Exhibitor to the Organisers on demand.

4. Allocation of Floor Space

The Organisers reserve the right to move, consolidate or to otherwise make changes of the exhibition floorplan should it be necessary for the best interest of the exhibition. This could potentially involve relocating initially selected exhibition space either prior to or at the start of the event.

The Organisers reserve the right to refuse any application or prohibit any exhibit without giving any reason

for such refusal or prohibition. An exhibitor may not, except by express written permission of the Organisers, display or give credit directly or indirectly to any goods, products or services other than his own or his named principal's.

5. Terms of Payment

If full payment **is not** received by the deadline stated on the invoice the stand will be automatically released.

All payments must be made by bank transfer and made payable to FISITA (UK) Limited. VAT will be charged where applicable.

6. Cancellation or Reduction of Stand Space

In the event of cancellation of an exhibition space, shell scheme (or sponsorship package including an exhibition space or shell scheme) the Organisers must receive written notice of such cancellation prior to 19th March 2021 to enable a full refund of moneys paid **excluding** that paid relating to the on-line elements. If notification of cancellation takes place on or after 19th March 2021 then the Organisers are under no obligation to refund any moneys paid unless we can re-sell the space/sponsorship package.

In the event of an exhibit space reduction or change from shell scheme to floor space only, the Organisers must receive written notice of such reduction/cancellation. The Organiser will retain a service charge of 50% of the difference in cost.

If the Organisers cancel or postpone the physical event, exhibitors will be entitled to either defer to a future event or receive a refund of any moneys paid **excluding** that paid relating to the on-line elements.

7. Occupation of Stand Space

The exhibitor may enter the building at 08:00 on Tuesday 18th May 2021.

In the event of an Exhibitor failing to take possession of his stand, the Organisers have the right to re-let the stands and all monies paid shall be forfeit.

8. Deliveries

Deliveries to the venue should be organised directly with the venue.

FISITA will not accept responsibility for lost or damaged delivery items.

9. Storage

There are no storage facilities available within the Exhibition area and Exhibitors are required to make their own arrangements for removal and storage of packing cases etc. Under no circumstances may packing materials of any kind be left in the aisles or on the stands.

10. Bankruptcy or Liquidation

In the event of an Exhibitor failing to pay any sum due to the Company on the due date or becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver of any description or an administrator appointed, the contract with such an Exhibitor will terminate forthwith, the allotment of stand space will be cancelled and all sums paid by the Exhibitor under the contract shall be forfeit.

11. Sub-letting

Sub-letting or licensing the use of stand space is not permitted. Exhibitors are not permitted to transfer, whether for payment or free of charge, an allotted stand or part of a stand to any third party or parties.

12. Stand Construction and Services

The Company and the Organisers will appoint official contractors to undertake the following work:

shell scheme construction;

electrics provision;

furniture;

floral arrangements;

carpeting and all other additional services.

No other contractor will be permitted to undertake any of this work except bespoke stand construction that does not include shell scheme walls.

13. Obstruction of Gangways and Open Spaces

Exhibitors will not be permitted to display exhibits in such a manner as to obstruct the light or impede or project over gangways or affect the displays on neighbouring stands. Gangways must at all times be kept clear and free for passage. Any Exhibitor who continues to cause a nuisance or obstruction after notice has been given will be liable to have his stand cleared by the Organisers at the Exhibitors own risk and expense.

14. Electrical Requirements

Lighting and power services will be available to the Exhibitor through the official electrical contractor. Details of these services are available on request. Exhibitors may provide their own electrical fittings where such fittings are in the form of made up units, showcases and/or signs complete and ready for connection to the mains supply. Exhibitors whose display requires plumbing, compressed air or heavier weight loading are advised to contact the Organisers before stand allocation.

15. Dangerous Materials and Exhibits

The Exhibitor must conform to the conditions concerning explosives and dangerous combustible materials as laid down by the Organisers and every appropriate authority or the item will be removed from the building at the Exhibitor's risk and expense.

16. Fire Precautions

In accordance with the requirements of every appropriate authority all materials used in construction work display material etc. must be effectively flameproofed or made of non-flammable materials (as per DIN 4102). Drapes and curtains must be at least 6" (150mm) clear of the floor. The Exhibitor must comply with all reasonable instructions given by the Organisers or any appropriate authority to avoid the risk of fire. Parking vehicles or placing other objects on escape routes, parking and movement areas reserved for the fire service is forbidden. Fire doors and gates must not be blocked.

In the event that the Exhibitor wishes to display a vehicle, the battery must be disconnected, and the tank must contain no more than 3 litres of fuel. Protective matting must be placed under the engine compartment and tyres. Vehicles must be pushed into the venue and not driven.

17. Security

Exhibitors requiring a security service for their stand may consult the Exhibitor Manual for information. The exhibitor is responsible for the items on the stand during the whole exhibition days (including set-up & breakdown).

The venue is not liable for any possible theft occurred during the rental period and recommends all exhibitors and clients not to leave unattended or view any type of product, material or small size equipment during and after the closing of the exhibition.

18. Damage to Premises, Fixtures, Fittings and Shell Scheme

No nails, screws, or other fixtures may be driven into any part of the Premises including walls, floors, columns, screens or any part of the shell scheme structure, nor may any part of the Premises be damaged or disfigured in any way. Transportation of heavy items over wooden, marble or carpeted floor surfaces should be carried out using roller sets. The Exhibitor will be held liable for any repair charges incurred as a result of damage caused by the Exhibitor, his employees or agents, to any part of the Premises including fixtures, fittings and furnishings. Exhibitors are responsible for any damage caused to the building, floors, walls, or columns, or to standard booth equipment, and/or to other exhibitors' property. Exhibitors may not apply paint, lacquer adhesive and/or other coating to building columns and floors or to standard booth equipment.

19. Cleaning

The Organisers will arrange for the daily cleaning of public areas outside Exhibition opening hours. Exhibitors shall keep in good order all space occupied by them. Special cleaning of booth, display,

equipment and material will be the Exhibitor's responsibility and shall be performed at the Exhibitor's expense.

20. Food and Drinks

Exhibitors may not provide any meals or drinks from their booth (this includes pastries, non-alcoholic drinks, coffee etc.)

21. Force Majeure

We shall not be liable for any failure to perform the Contract or any part of it, if there is a Force Majeure incident or, in our reasonable opinion, there is likely to be a Force Majeure incident that: prevents us or is likely to prevent us from performing our obligations; or (acting reasonably) we determine it would be uneconomical or unsafe to perform our obligations under the Contract.

In the circumstances of a Force Majeure Incident, we shall not be liable to return any Charges to you that you have paid and recommend that you obtain event cancellation insurance. Further, any cancellation rights provided at clause 6. shall cease to apply.

Nevertheless, we will endeavour, at our discretion, to either:

convert the Event to a different format, for example, from a physical event to a virtual digital event; or postpone the Event (in the same or materially the same format).

If we convert the Event to a different format, then, at our discretion, we may offer you a suitable discount.

The discount will be determined based upon various factors including the costs that we had already committed to the Event.

If we postpone the Event (in the same or materially the same format), we will use reasonable endeavours to rebook the Event for another date to take place within six months of the original date.

If you agree to a new date clause 21.1 applies; otherwise clause 21.2 applies.

21.1. If you agree to a new date, the Contract will be deemed amended so that all obligations relate to the new date, all payments already made will be allocated to the booking for the new date. If we had included your company's name or logo on marketing collateral or other hard copy or electronic literature for the original date, we will revise or reproduce such materials for the new date at our cost.

21.2. If we are unable to agree a new date with you, you may terminate the Contract upon written notice to us. In this case, we may, at our discretion, make a goodwill payment to you based on various factors including payments you made, less our reasonable and unavoidable costs as determined by us acting reasonably.

This termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring before termination.

22. Liability

Whilst the Organiser will endeavour (in accordance with Condition 16 above) to protect exhibition property whilst on display at the Exhibition it must be clearly understood that the management of the Premises, the Company and the Organisers cannot accept liability for any loss or damage sustained or occasioned from any cause whatsoever save that nothing in this Contract shall be deemed to limit the liability of any person for death or personal injury caused by negligence. Exhibitors will be responsible for all damage to property and for any loss or injury caused by them or their employee's agents or contractors and will indemnify the Organisers and the Company against all claims and expenses arising therefrom. In the event of it being necessary for any reason whatsoever (including but not limited to the Premises being or becoming unavailable for any reason whatsoever or the EuroBrake Conference or the Exhibition itself being prevented from taking place due to a reason beyond the Company's reasonable control or due to breach of contract by a third party) for the Exhibition to be abandoned, postponed or altered in any way in whole or in part or if the Organisers find it necessary to change the dates of the Exhibition the Organisers shall not be liable for any expenditure loss or damage incurred by an Exhibitor directly or indirectly arising from that change nor shall the Organisers and/or the Company be liable for any expenditure loss or damage resultant upon the lawful intervention of any third party which restricts the use of the Premises in whole or in part in any manner whatsoever. Any claim against the Organisers or the Company arising from the Exhibition or its conduct (whether or not arising under this Agreement) must be notified in writing to the Organisers within six calendar months from and including the last day of the

Exhibition and neither the Organisers nor the Company shall be liable to any Exhibitor:

- (a) for any purely economic loss for consequential or indirect losses or for any loss of profit or opportunity
- (b) for any loss which they themselves are unable to recover from any third party (in circumstances where it was the act omission negligence or default of that third party which gave rise to the claim against the Organiser the Company) or from any insurer (where the claim is insured)
- (c) for any loss exceeding a sum equal to the total of such sums (excluding Value Added Tax) as the Exhibitor may have actually paid under this Agreement at the time the claim is so made.

23. Exhibitors Technical Information

Further technical information concerning the Exhibition together with order forms for all ancillary services available to Exhibitors will be forwarded to Exhibitors. Exhibitors must comply in all respects with applicable requirements set out or referred to in that documentation.

24. General Conditions

The Organisers are responsible for the control of the Exhibition Areas. Exhibitors are responsible for the control of their own stands. The decision of the Organisers is final and decisive on any question not covered in the foregoing regulations. Exhibitors must comply in all respects with the requirements of every competent authority, with the Terms and Conditions by which the Organisers may occupy the Premises and with policies of insurance effected by the Organisers so far as they relate to the activities of the Exhibitor under this contract and where any of them conflict with those regulations, they shall override those regulations. Exhibitors will fully and effectively indemnify the Organisers and the Company against all costs expenses liabilities claims and demands arising from: -

- (a) breach of any of their obligations under this Contract
- (b) claims by third parties for breach or infringements of any intellectual property rights, right of confidence or confidentiality or for libel or slander arising from the production use or distribution of any document information or material (written or unwritten) provided used or distributed by the Exhibitor during the course of its activities under this Contract and this indemnity shall extend also to FISITA (UK) Limited.
- (c) any liability of the Organisers or the Company to third parties to the extent that it arises from any act omission negligence default on the part of the Exhibitor

In particular and without limiting the above, exhibitors will strictly observe and perform and give all notifications and information required by the Organisers or the International Convention Centre, under these Terms & Conditions and regulations under which the Organiser is permitted to mount the exhibition.

25. Exhibitor's Manual

The Exhibitor's Manual will include (without limitation) any amended or additional rules and regulations, order forms, audio-visual, electrical, telephone and furniture order forms. Please review all information carefully and be aware of all required deadline dates. The Exhibitor must comply with the terms of the Exhibitor's Manual. If there is any inconsistency between these Terms and Conditions and the provisions of the Exhibitor's Manual, the provisions of the Exhibitor's Manual shall prevail.

