



EUROFAIR MANAGED GROUP STANDS

Terms and Conditions of Participation

EUROFAIR reserves the right to accept or reject any application, and to allocate or alter space and position in accordance with the overall design and limitations of venue and any other special circumstances that may arise. EUROFAIR further reserves the right to amend a suggested design proposal as project management may require.

Exhibitors cannot sub-let exhibition space to other parties without EUROFAIR's prior written agreement.

The Exhibitor will make all arrangements, accept all responsibility, and meet all costs for the supply and disposal of exhibit items, including packaging, documentation, freight, on-site handling, insurance, customs clearance, import duties and other taxes. The Exhibitor must comply with the rules and regulations of the show Organiser.

EUROFAIR reserves the right to cancel or postpone a managed group stand at any time. EUROFAIR will not be liable to pay compensation, damages or costs to any person arising from the postponement or cancellation of the Exhibition as a result of force majeure, Act of God, or any government act, fire, earthquake, explosion, actual or the perceived risk of a terrorist or violent act, industrial dispute, civil commotion, accident or anything beyond the control of EUROFAIR.

The Exhibitor agrees to indemnify EUROFAIR, its employees and agents against all actions, proceedings, claims and demands which may be brought or made against EUROFAIR, its employees and agents, by any person, firm or corporation in respect of any loss, damage or injury (including death) occurring to any person or property arising out of or in connection with the participation or proposed participation in the Exhibition or the use or occupation of the space and position allocated by EUROFAIR or from anything owned, operated, exhibited, displayed, demonstrated by or under the direct or indirect control of the Exhibitor or arising from the cancellation or postponement of the Exhibition and such indemnity shall include any costs incurred by EUROFAIR in defending such actions, proceedings, claims and demands and any costs incurred in being represented at any proceedings arising out of any accident including any inquiry or inquest.

Signed acceptance of the "Terms and Conditions of Participation" document is required to accompany an application. Inclusion in EUROFAIR managed group activities is restricted until payments have been made as per the schedule advised for each Exhibition. EUROFAIR reserves the right to prohibit access by the Exhibitor to the managed group stand where payment has not been received in full prior to the commencement of the Exhibition.

These terms and conditions will be governed by and construed in accordance with the laws of New Zealand.

Payment Terms and Exhibitor's Responsibilities

Payment Terms

All invoices for participation in a EUROFAIR managed group stand are payable within the terms of the invoice and as per the schedule advised for each Exhibition. Exhibitors will not be permitted to exhibit under the terms of this agreement until payment in full has been received by EUROFAIR. Space is not allocated until full payment is received.

Late Applications

Applicants who apply less than 90 days before the Exhibition are treated as late applications and will be sent an invoice for immediate payment of the total participation fee. A surcharge and additional costs may apply.

Withdrawal

An Exhibitor will be liable for costs up to the value of the full participation fee should they decide to withdraw at any stage after their acceptance is received by EUROFAIR, unless a suitable replacement is found. EUROFAIR makes no guarantees to find a replacement but shall use its best endeavours, at its discretion. Once notice of withdrawal is given, EUROFAIR reserves the right to re-contract the space without further consultation. Notice of withdrawal is deemed to be date of receipt of a letter, FAX or email by EUROFAIR. If a suitable replacement is then contracted, the Exhibitor may still be liable for costs directly incurred by EUROFAIR on their behalf. This may include a cancellation fee of NZD\$1000.00 for time and administration costs. Any other third-party and related costs incurred by EUROFAIR on the Exhibitors behalf are subject to a 15% service fee. If a suitable replacement is not found, the Exhibitor shall still be liable to pay the full participation fee before the Exhibition commences.

Costs

Exhibitors are required to bear all costs involved in the provision, disposal or return of exhibit items, products samples, sales literature and any cost involved in the manning of the Exhibitor's display, as well as any other costs as outlined in the Exhibitor Package.

Freight Arrangements

EUROFAIR may nominate a forwarding agent to assist with the shipment of exhibit goods. Exhibitors will be responsible to liaise with the forwarding agent and meet all costs, including customs clearances, freight and handling charges. Exhibitors are under no obligation to utilize the nominated forwarding agent. EUROFAIR is not responsible for the clearance of display goods, delivery to the Exhibition venue and the managed group stand, or other freight arrangements.

Import and Related Charges

Exhibitors are responsible for meeting all charges incurred in import duties, bonds and other taxes where applicable.

Insurance

The Exhibitor will take out and keep current Public Liability insurance for the period of the Exhibition, covering all Public Liability risks arising from participation in the Exhibition. The Exhibitor should seek professional advice concerning other insurances that should be taken out.

Provision of Exhibit Items

Exhibitors are responsible for the provision and disposal of exhibit items, product samples, sales literature, etc. Exhibitors are strongly advised to insure exhibit materials against loss or damage, in transit and at the Exhibition itself. The cost of such insurances is to be met by the Exhibitor.

Disposal of Goods

It is the responsibility of the Exhibitor to arrange for the disposal or return of their exhibit items.

Privacy Statement

Information you provide may be collected and used by EUROFAIR or its contracted service providers to advise you of opportunities, conferences, seminars, trade fairs and other related activities. An Exhibitor may request to view, correct or withdraw this information at any time by contacting EUROFAIR.

P O Box 105-124 Auckland 1143 New Zealand Phone + 64 21 985 123

join@eurofair.co.nz

www.eurofair.co.nz

I have read, understand and accept the "Terms and Conditions of Participation"

(Name of Authorized Person) (Signed) (Date) (Company Stamp)