

Terms and conditions of sale

TERMS AND CONDITIONS – EXHIBITION AND SPONSORING

Article 1 – Application for Exhibition / Sponsoring

In order to be considered for Exhibition / Sponsoring, the Application Form must be filled in, completed with a legally competent signature, and delivered to us on time. However, mailing or delivering of the Application Form for Exhibition / Sponsoring to the Organiser does not constitute a formal agreement that the Exhibitor / Sponsor will be admitted to participate. Contractual conditions are constituted only after the Organiser has sent written confirmation of acceptance to the Exhibitor / Sponsor. In case of acceptance, Exhibitor / Sponsor will be bound by the Terms and Conditions of sales listed in the prospectus and in the Application Form for Exhibition and Sponsorship. The Organiser reserves the right to refuse any application to exhibit / sponsor without giving cause. Exhibition space and sponsorship items are allotted according to the Terms and Conditions as listed in the Exhibition / Sponsorship prospectus. Any company which disobeys the directives of the Organiser may be excluded from the exhibition / sponsoring with immediate effect by the Organiser. Such companies are liable for the whole rental sum, for the registration fee(s) and for all incidental expenses including the legal value added tax. All oral agreement, special permissions and special arrangements are valid only upon receipt of written confirmation.

Article 2 – Obligations and Rights of the Exhibitor

The booths may only be used for exhibiting and advertising the Exhibitor's own products, materials or services as described in the Application Form, but not for the sale of any products. Advertising materials may be distributed only within the confines of the booth. Any kind of promotion outside the respective exhibition space is forbidden (such as Working Acts, distributing flyers, ...). The partial or complete subleasing or otherwise relinquishing of a booth to a third party, as well as private agreements for switching booths or floor space between two exhibitors is prohibited. The Organiser reserves the right to enter any booth at any time. Booths need to be occupied during exhibition hours. The exhibition rooms are to be used only during regular opening hours. Prior written permission from the Organiser is obligatory for the presentation of advertising lectures, advertising films, slide projections, for the distribution of samples, beverages or food. It is strictly forbidden for companies which are not exhibitors / sponsors to advertise in any way in the exhibition hall or in the entrances to the exhibition hall.

Article 3 – Obligations and Rights of the Organiser

The Organiser reserves the right to revise the time and location of the Congress, to shorten the duration of the Congress and to cancel the Congress altogether. Any change regarding the Congress's time, location and duration neither entitles the exhibitor to cancel the contract nor to request a fee reduction or to put forward a claim to damages incurred by these changes.

Article 4 - Liability Insurance

The Organiser provides general guard service and third-party insurance at the Congress site. Equipment and all related display materials installed by exhibitors are not insured by the Organiser, and they will under no circumstances be liable for any loss, damage or destruction caused to equipment, goods or property belonging to exhibitors / sponsors. The Exhibitor agrees to be responsible for his property and persons and for the property and persons of his employees and agents and for any third party who may visit his space through full and comprehensive insurance and shall hold harmless the Organiser for any and all damage claims arising from theft and those perils usually covered by a fire and extended-coverage policy.

Article 5 – Set-up of booths

To ensure a smooth course of events, Exhibitors must obey all directives and instructions of the Organiser regarding the use of booths, their decoration, the use of self-designed and self-constructed booths, and the fitting and furnishings of the booths. Before setting up their booths / displays / installations, Exhibitors must first contact the Organiser and re-confirm placement of the booth as well as inform themselves of any special regulations relating to their booth. Side and back walls of booths are to be 2,5 (2 and a half) meters high. For any variation from this norm, specific permission must be obtained in advance from the Organiser. Written permission also needs to be obtained for any changes in the size or structure of the floor space, or for any changes to the rented objects. Booths must be set up and completed during the timeframe designated. An exhibitor or advertising company contracted by the Exhibitor who wishes to set up a booth or exhibit of their own design and construction must first submit sketches and plans with a statement of colour schemes of such a booth or exhibit to the Organiser. The Organiser reserves the right to demand changes in such booths or exhibits should safety regulations, technical requirements, or the responsibility of preserving or obtaining the best possible overall image for the exhibition, as judged by the Organiser, so require. The side and back walls of all stands should be finished on the outside as well as the inside. Exhibitors must avoid obstructing the view of or access to neighbouring booths. Special care must be taken to

avoid the use of lights or spotlights that may annoy visitors or neighbouring booths. Should an exhibitor not follow the directives of the Organiser or not carry out such directives punctually, the Organiser reserves the right to take the necessary steps at cost of the Exhibitor. The Organiser reserves the right to close or obstruct unused entrances or exits to the exhibition rooms and the right to direct the Exhibitor to another space in the exhibition hall if necessary, even if this directive conflicts with previous written agreements. Organiser also reserves the right to rent floor space of a booth not finished on time to another applicant. In such a case, the Exhibitor is responsible for all costs arising from cancellation.

Article 6 – Maintenance of Booths and Exhibition Area

Exhibitors are responsible for the proper care of the floors, walls, staircases and storage rooms as well as the hired booths and furnishings. Hired booths and furnishings must be returned in an orderly condition and in orderly way. To avoid scratches and furrows on floors as the result of sliding heavy packing cases, Exhibitors are required to use protective coverings. Exhibitors and their shipping agents, on specific orders from the exhibitor, must take special care when transporting heavy packing cases and heavy loads. Exhibitors who wish to display extra heavy exhibits demanding special supports or foundations must request prior permission specifically in this matter from the Organiser. It is not permitted to drive nails or hooks into the walls of the exhibition hall, to install electric wiring or to cut or drill holes in the walls of the rented booths. Empty containers and packing materials must be disposed of at the exhibitor's cost before the start of the exhibition. Cleaning the booth is the Exhibitor's responsibility. No part of an exhibition booth may be suspended from the ceiling. No part of an exhibit or the booth's structure may protrude beyond the allotted area on any side. No signboards may protrude beyond the booth's walls. Decorating materials and wallpaper used by the Exhibitor must be fire-proof. Prior to use, written proof of this fact must be presented to the Organiser. Police regulations must be observed at all times, also during the construction and dismantling of the exhibits.

Article 7 – Dismantling of booths

The Exhibitor must dismantle the booth within the allotted time and return hired furnishings on time. Upon leaving, the Exhibitor must clear the booth area and clean the floor. Stored materials, empty containers and packing materials must be disposed of. Items for which the Exhibitor has made no arrangements regarding removal and storage at his/her cost and which are left behind become the property of the Organiser, and no

reimbursement will be made for such items. The Organiser can demand that Exhibitors restore the exhibition area to the original condition at the Exhibitor's expense. If the Exhibitor does not dismantle and clear away his/her exhibit in a timely manner, these items will be removed by the Organiser at the Exhibitor's cost. The Exhibitor is liable for the actual cost incurred by the Organiser for such removal of abandoned exhibits. Rented items which were originally accepted as satisfactory for rental by the Exhibitor are to be returned undamaged and in satisfactory condition. All rented items are considered to be in satisfactory condition unless a written notation signed by the Organiser is made at the time of rental. Exhibitors must bear the costs of repairs to damaged exhibition areas and of repairs of or necessary cleaning of rented items.

Article 8 - Payments - Breach of contract

All payments must be made in Australian dollars (AUD). A deposit of 50% of the total cost will be invoiced upon reception of the completed sponsorship Application Form and is due for payment upon reception of the invoice to guarantee the reservation. The final balance is due by the date confirmed in the Application Form. For bookings made after this deadline, the full amount is due at the time of reservation. The dimension of floor space, booth measurements and rented items given are approximate. The Organiser reserves the right to change these dimensions in order to most efficiently use the available exhibition area and to adjust the booths to the blueprints of the exhibition hall. Prices charged are however based on the actual dimensions, if more floor space is later allotted and actually used than was originally ordered, the additional fee for it is to be paid immediately. Special requests regarding placement of the booths / sponsorship items will be considered. However, such requests do not constitute a condition of registration on the part of the Exhibitor / Sponsor. Furthermore, Organiser reserves the right to reduce the amount of floor space initially requested. Failure to comply with local authorities and international regulations may not be used as a ground to declare the contract void. Failure to comply with the Rules and regulations will not expose the Organiser to any suits or demands by the Exhibitor / Sponsor / any Third Party. The Exhibitor bears the costs of taxes, fees or official charges on the rental sum, if applicable. A special fee is charged for decorating rented items in special material of the Exhibitor's choice. Also, Exhibitors must bear the cost of any special installations. In case of delayed payment, 10% (ten per cent) interest per annum is charged. If a company wishes to renounce all claims to taking part in an exhibition after having contracted to do so, the company is nevertheless liable for the rental sum and for incidental expenses.

Article 9 - Cancellation

Cancellation and changes to your original booking must be made in writing to the Organiser. In case of cancellation, for any reason, by an Exhibitor / Sponsor, confirmed more than 60 days before the first day of the Congress, the Organiser retains the 50% of the amount due. If cancellation is confirmed the 60th day or less than 60 days before the first day of the Congress, the full amount will be retained by way of compensation. Any request for reducing the floor space already allocated must be compulsorily approved by the Organiser and will be considered as a partial cancellation, which initiates penalties supported by the Exhibitor / Sponsor, as follows: 60% (sixty per cent) of the cancelled exhibition space in case of partial cancellation confirmed more than 60 days before the first day of the Congress and 100% (one hundred per cent) if less than 60 days before the first day of the Congress. The Exhibitor / Sponsor shall take a cancellation insurance if needed, to cover any possible nonavailability to attend the Congress.

Article 10 – Refunds by the organiser

If the Organiser postpones the Congress and if the postponed Congress is held within 60 days of the original time, the sponsor / exhibitor shall not be entitled to receive any refund of the sponsorship amount.

If the Organiser postpones the Congress and the postponed Congress is held more than 60 days from the original time for the Congress; and the sponsor / exhibitor advises the Organiser in writing, no later than 60 days before the postponed time and date for the Congress, that they no longer wish to be a sponsor of the Congress, the Organiser will refund 50% of the amount to the sponsor / exhibitor and add an administrative charge.

If the sponsor advises the Organiser within 60 days before the postponed time and date for the Congress, the sponsor shall not be entitled to receive any refund of the sponsorship amount.

If the Organiser cancels the Congress, the Organiser will refund 50% of the amount to the Sponsor and 100% to the exhibitor and add an administrative charge.

If the Organiser holds a virtual Congress instead of a face-to-face Congress and:

a- the virtual Congress is held at the original time for the Congress or within 60 days of the original time, the Sponsor shall be entitled to a 25% refund of the sponsorship amount

b - the virtual Congress is held at the original time for the Congress or within 60 days of the original time, and the sponsor advises the Organiser in writing, that they no longer wish to be a sponsor of the Congress, the Organiser will refund 25% to the Sponsor of the sponsorship amount and add an administrative charge.

c- the virtual Congress is held more than 60 days from the original time for the Congress and the sponsor advises the Organiser in writing, no later than 60 days before the postponed time and date for the Congress, that they no longer wish to be a sponsor of the Organiser, the Organiser will refund 50% to the sponsor of the sponsorship amount and add an administrative charge.

d- the virtual Congress is held more than 60 days from the original time for the Congress and the sponsor has not advised the Organiser in writing within 60 days before the postponed time and date for the Congress that they no longer wish to be a sponsor of the Congress, the sponsor shall be entitled to a 25% refund of the Sponsorship Amount and add an administrative charge.

Article 11 – Miscellaneous dispositions

Despite any other provision of the Terms and Conditions of Sale, neither party shall be liable to the other party for any loss of actual or anticipated profit or revenue, business interruption, loss of opportunity, income, financing, holding costs, loss by reason of shutdown or increased expense of operation or any loss or damage which may be construed as indirect, special or consequential loss or damage; and to the maximum extent permitted by law, the maximum liability of the Organiser, whether that liability arises under the Terms and Conditions of Sale or in tort (including negligence) or any other cause of action whatsoever, is limited to the sponsorship/exhibition amount paid by the sponsor or exhibitor to the Organiser under the Terms and Conditions of Sale.

Nothing in this clause or any other provision of the Terms and Conditions of Sale adversely affects the rights (if any) of the sponsor or exhibitor under the Australian Consumer Law or any similar State legislation, to the extent those laws apply to this agreement and may not be excluded or limited as provided herein.

A Force Majeure Event means an event or circumstance which is beyond the reasonable control of a party to this agreement that the party could not reasonably have avoided or overcome, and may include (without limiting the generality of the foregoing): a) an act of God, lightning, storm, flood, hurricane, typhoon, cyclone, volcanic activity, fire, earthquake, explosion or peril of navigation; b) theft, malicious damage, strike, lockout, boycott or any state-wide or national industrial dispute; c) act of public enemy, war (declared or undeclared), sabotage, blockade, revolution, riot, terrorism, insurrection, civil commotion, pandemic, rebellion, military or usurped power or martial law; d) embargo, power or water shortage; e) the unforeseen introduction of or a change to the Law applicable to the services provided by the Organiser under the Terms and

Conditions of Sale and applies in Australia or any part thereof or to the performance of the services; or f) a direction, order or regulation by a Government Authority or a delay by a Government Authority, but does not include any obligation to pay any amount of money when it is due under this agreement.

To the extent of and for the period that the performance of any obligation of a party under the Terms and Conditions of Sale is affected by a Force Majeure Event, that party's performance of the obligation will be suspended and the party will not be liable for any failure to perform that obligation, provided the party promptly advises the other party to this agreement of full particulars of the Force Majeure Event and keeps the other party regularly advised of any material changes to the Force Majeure Event that may affect the timing or capacity of the affected party to perform the relevant obligation.

The exhibitor is exclusively and entirely responsible for the supply of products and services to its customers and visitors and resolves with them any disputes that may arise in connection with the supply of said products or services.

Article 12 – Place of Legislation

This Agreement will be governed by and interpreted in accordance with the laws of New South Wales, Australia