

## TERMS & CONDITIONS –

It is hereby agreed as follows:

The word "Exhibition" means the Exhibition for which space is ordered and is to be read as including "Expo", "Show" and "Fair".

The word "Organiser" means KJEX PTY LTD

The word "Exhibitor" means the Company or Person ordering space and includes their respective employees, servants, agents and any company or person engaged by them in connection with the Exhibition.

The word "Space" means the area of the Exhibition referred to on the front hereof as "Stand No. \_\_\_\_" allocated to the Exhibition.

1/ If the Exhibitor fails to comply in any substantial respect with the Terms, Conditions, Rules & Regulations of this agreement, the Organiser shall have the right to sell the Space, the Exhibitor, however, to be liable for any loss suffered by the Organiser thereby, and all monies paid by the Exhibitor hereunder shall be absolutely forfeited to the Organiser. If the Exhibitor fails to occupy the Space, the Organiser is authorized to occupy or cause the Space to be occupied in such manner as it may deem best in the interests of the Exhibition without refund and without releasing the Exhibitor from any liability hereunder. The Exhibitor shall at all times retain control of and be responsible for all Space allocated to it and shall not assign or sublet the space.

2/ If the Organiser agrees to release the Exhibitor from their obligations under this Agreement in exceptional circumstances then in that event the Exhibitor will be liable to pay 50% of all monies due under this Agreement. The special proviso will lapse if less than four (4) months before opening of the Exhibition.

3/ Displays and demonstrations are to be in keeping with the dignity and atmosphere of the Exhibition and the Organiser reserves the right to reject any display or demonstration and to take any necessary steps to stop any disturbance or nuisance during the Exhibition.

4/ Microphones, sound amplifiers and machine demonstrations will be permitted only where the level of sound causes no annoyance to other Exhibitors or visitors. The Organiser shall be the sole judge as to whether there is any annoyance to other Exhibitors or visitors.

5/ Height of dividing walls and back walls of exhibit stands must be the exact height of 2.4m and all walls must be lined both sides unless backed on to another stand or wall.

6/ The Exhibitor will be liable for any damage to walls or floors of the space in which their exhibit is housed, and shall not paint or otherwise alter the floors or walls.

7/ Exhibitors are only permitted to use the Electrical Contractors nominated by the Organiser. No electrical work may be carried out in the Exhibition by any person other than a person authorized by the Organiser. Stands where electrical wiring is required, must be ready for such work at least 24 hours before the opening of the Exhibition, otherwise overtime rates will apply. The Exhibitor shall pay all reasonable and proper charges for electrical installations within the floor Space.

8/ Exhibitors shall at all times comply with the regulations from time to time in force and issued by any government department or statutory authority including the Department of Health, Liquor Administration Board, the Board of Fire Commissioners and Venue Management. The Exhibitor shall indemnify the Organiser in respect to any proceedings or actions brought against the Organiser as a result of any breach by the Exhibitor of any regulations or bylaw of any government department or duly constituted statutory authority.

9/ No Exhibitor may conduct any lottery, raffle, guessing competition, game of chance or side show during the Exhibition without necessary permits.

10/ In the event of any Exhibitor displaying foodstuffs, they must comply with the State Public Health Act and Regulations made thereunder. If for sale, written approval must also be given by the Official Caterers.

11/ Exhibitors will be supplied entry passes for themselves and their assistants to enter the Exhibition during the duration of the Exhibition.

12/ The Organisers shall not be liable for any loss damage whatsoever to exhibits, displays or goods arising as a result of loss, damage, theft, fire, water, storms, strikes, riots, civil commotion or any other cause whatsoever or whether occasioned by direct interference, negligent act or omission.

13/ The Organiser shall not be responsible for any damages claimed by any person or persons who may be injured whilst in any space or areas of the Exhibition allotted to or under the control of the Exhibitor or as a result of any omission or act of neglect or default of the Exhibitor, and the Exhibitor agrees to indemnify the Organiser in the event of action, claim, suit or demand made against the Organiser such indemnify to include all costs incurred by the Organiser in defending such action, claim, suit or demand, taking advice in relation thereto and being represented at any proceedings arising out of any accident including any inquiry or inquest.

14/ The Organiser shall carry out general cleaning of aisles and passages daily, but it is the obligation of the Exhibitor to ensure the cleanliness and tidiness of the Space occupied. The Organiser shall be the sole judge as to whether the stand or exhibit is in a clean and tidy condition.

15/ The Organiser reserves the right at all times to postpone or amend the stated dates of the Exhibition to a date within the same calendar year, which is, in the opinion of the Organiser, most applicable for such an Exhibition, utilizing this right only where circumstances necessitate such action, and without any liability to the Organiser and the Sponsors for any losses, damages or expenses which the Exhibitor may incur as a result thereof.

16/ The Organiser shall have full power to interpret and to make or amend these Conditions, Rules and Regulations, provided that such amendments and additions do not operate to diminish the rights reserved for the Exhibitor under this Agreement and shall not operate to increase the liabilities of the Organiser.

17/ In the event of the Exhibitor infringing any of these Conditions, Rules and Regulations, then they will forfeit their space, and all payments made hereunder. The question of whether there is any infringement as aforesaid shall be solely a matter for the Organiser.

### 18/ Overdue Payments

The Organiser reserves the right to charge interest on any sum due to the Organiser at the rate of 2% per month and all legal & collection agency costs incurred by us in pursuing outstanding amounts that are payable by you.

19/ The Organiser will use its best endeavors to ensure the supply of the service mentioned herein but shall not be liable to the Exhibitor for any losses, damages or expenses arising out of total or partial failure of such services caused by strike, riots, civil commotion, lock out, accident, force majeure, blackouts or any other cause beyond the control of the Organiser. In the event of a total or partial failure of any services as a result of the above-mentioned causes, the Exhibitor shall not be entitled to a refund of any monies paid by it nor shall be relieved of the obligation to pay any amount due under this agreement nor shall the Organiser be liable in any way for any expenditure or liability or losses including consequential loss incurred or sustained by the Exhibitor.

20/ The parties expressly agree that all the terms of this Agreement are in the written document and neither has relied on any representation or warranty of the other in entering this Agreement.

The Exhibitor warrants and declares that it has obtained for the entire period of the Exhibition a Public Liability Policy with an acceptable insurer, coverage of a minimum amount of \$10,000,000 for any one occurrence and shall supply to the Organiser a Certificate of Currency signed by the insurer as evidence of the existence of such coverage, noting thereon the interest of KJEX Pty Ltd as regards to the Exhibition.