

favour of the Organiser, the payments made and received in terms of this clause shall be deemed to be amounts payable by the Exhibitor on account of damages suffered by the Organiser by reason of the cancellation and the unlawful holding over by the Exhibitor.

b) Cancellation of the "Kick Starter Package"

Should the Kick Starter Package fail to reach the required minimum exhibitor requirement of 6 exhibitors, the contract will be terminated between exhibitor and organiser. All funds paid to the Organiser will be reimbursed to the exhibitor should the Organiser cancel the "Kick Start Package". Should the exhibitor wish to cancel their participation, please refer to clause 8.

9. Force majeure, cancellation of the event

If the Organiser is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the Exhibition, the Exhibitor does not thereby acquire the right to withdraw or cancel, nor do they have any other claims against the Organiser, in particular claims for damages.

If the Organiser cancels the Exhibition because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for the Organiser to hold the Exhibition, the Organiser is not liable for damages, actions, claims, losses and/or expenses suffered by the Exhibitor whatsoever.

10. Dates of setting up and dismantling / Assembly, staffing and dismantling of stand

The exact dates for set up and dismantling will be published at a later stage.

The dates for assembly and dismantling must be observed. Stands not occupied by the last day of assembly may be disposed of as the Organiser sees fit.

Exhibitors admitted to the Exhibition undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the Exhibition during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the Exhibition opens. Exhibitors are not permitted to remove Exhibition goods and dismantle their stands before the Exhibition closes.

If they break this rule, the Organiser is entitled to demand a penalty of ZAR 10 000.

11. Stand design and equipment

a) In the hall: Hall 5

Height: Max. Build height is 5m for a single and 6m for a double storey.

The maximum stand construction depends on the allocation of the stand within the hall.

All raw space exhibitors must submit a technical drawing of the temporary structure to the Safety officer and the Operations Manager of Messe München South Africa (Pty) Ltd, in electronic file in pdf or jpeg format only. A temporary structure is defined as any structure meeting one or more of the criteria listed below:

Any structure or stand not built from standard interlocking shell scheme material.

Any stage or technical platform above 500mm in height.

Any structure or stand built from wood or timber – includes walls or floors.

Any double storey structure or stand

Any structure or stand with a trim height above 2,5m – which is not built from standard

built interlocking shell scheme material.

Any structure or stand built out of a flammable material.

The stand designs submitted will be used to evaluate the fire-loading of the structure, physical integrity of the structure and the potential impact of the structure on the overall layout of the event site. Further technical details will be made available in the technical guidelines at a later stage

12. Safety Measures

It is necessary to wear safety helmets and safety belts and to carry out other safety measures against injuries that might be caused by falling objects in overhead work (height exceeding 2m).

13. Technical installations and other regulations

Applications for electrical installation, water, and drainage can be considered only if submitted in due time on the order forms available the Organiser. The precise terms of delivery and the connection fees are stated on these forms. All building structures on the Exhibition grounds shall be executed in accordance with the legal requirements for construction materials.

14. Restoration of the exhibition areas

All exhibition areas must be handed over to the Exhibition management operation department in their original condition by the stipulated date for completion of dismantling. At the end of the Exhibition, the Exhibitor must remove from the site all the materials especially the double-sided carpet tape used from their stands by the respective timings stated in the "Operations Schedule". The Organiser is entitled to charge the Exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at the Exhibitor's cost. The paid security deposit will be held by the Organiser until the Exhibitor has paid the respective charges.

15. Use of equipment

The Organiser's service partner on site has forklifts available for hire. Please note that the floor loading restriction in Hall 5 is 500 kg / m².

16. Transport of track-laying vehicles

Only track-laying vehicles with smooth track plates, which are also approved for public roadways, may be driven on the roads of the Exhibition grounds. The transport of track-laying vehicles into the exhibition halls are permitted only with the approval of the Exhibition management and as per South African laws. The Exhibitor is fully responsible for any damage to road surfaces and hall floors.

17. Sales regulations

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchasers until after the Exhibition closes. Sales are permitted only to wholesalers, retail or trade customers.

18. Catalogue, Internet, Visitor Information

An official Exhibition catalogue, an internet database and visitor information will be compiled for the Exhibition. The Exhibitor (including co-exhibitors and companies at joint stands) is included, with the name indicated in the application, in the alphabetical list of exhibitors in these media. The minimum entry contains the Exhibitor's company name, hall and stand number and webpage in the alphabetical list of exhibitors. The Exhibitor (including co-exhibitors and companies at joint stands) will be offered other entries, e.g. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. The Organiser assumes no responsibility for the correctness and completeness of the catalogue, internet database and visitor information.

The Exhibitor is solely responsible for the permissibility under law – and particularly the law on competition – of any advertisement placed in the Exhibition catalogue, the internet database or the visitor information of the Organiser at the instigation of the advertiser. Should third parties assert claims against the Organiser on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall

hold the Organiser fully safeguarded against all claims asserted including all costs of any necessary defense in court on the part of the Organiser. The same applies to exhibitor entries actuated by exhibitors in the Exhibition catalogue, the Internet database or the visitor information of the Organiser.

19. Exhibitors' passes

The Exhibitor's passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors. For the time in which the Exhibition is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Hall	
Registered sqm	Passes
9	2
18	4
27	6
45	8
*For every additional sqm, add 2 badges	

The number of Exhibitor's passes is not increased for co-exhibitors. Additional Exhibitor's passes are obtainable from the Exhibition management and will be charged for. The Exhibitor's passes are intended solely for stand personnel, and must not be passed on to unauthorized third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the Exhibition Centre without corresponding authorisation from the Organiser.

20. Circular letters

Once the stands have been allocated, the Exhibitor will be informed by circular of further details concerning preparation and organisation of the Exhibition.

21. Alterations

The Organiser reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

22. Complaints

Complaints about any defects in the stand or exhibition area are to be made in writing to the Organiser immediately on occupying the exhibition area, and at the latest on the last day of stand assembly, so that the Organiser can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against the Organiser.

23. Limitation of Liability

Neither the Organiser nor MMG shall under any circumstances be liable for any loss or damage which is suffered by the Exhibitor, its employees, agents, contractors, customers, clients or visitors, including but not limited to damage as a result of fire, injury, accident, floods, crowds, riot, the actions or omissions of other exhibitors, defect in the structure of the stand or in the Venue, or from insufficient lighting or ventilation or resulting from leakage from or breaking of any water pipe or communication, fitting or appliance.

The Exhibitor is liable for and holds both the Organiser and MMG harmless against all risk in and to property brought onto the Venue by the Exhibitor, its employees, agents, servants, customers, clients or visitors including property not owned by the Exhibitor.

The Organiser and MMG shall not be responsible for any loss or damage that it may suffer in the event of the Exhibition having to be closed during the whole period of the Exhibition or any parts thereof and in such event the Organiser and MMG shall not be liable to refund the Exhibitor any monies or portion thereof.

The limitation of the Organiser and MMG's liability as aforesaid shall apply irrespective of whether such damage is sustained before, during or after the Exhibition and irrespective of whether the act or omission complained of occurs inside or outside of the Venue.

24. Exhibitor's Liability

The Exhibitor shall not bring or suffer to be brought onto the premises any goods, article or materials which may render the insurance of the premises against risk or loss or damage by fire, either void or voidable or which may increase the rate of premium in respect of such insurance beyond ordinary risk.

The Exhibitor shall not do, cause or suffer to be done, anything which in the opinion of the Organiser, constitutes a nuisance or causes an infringement of any regulation or law, or which may lead to possible forfeiture of or endorsement of any license held by the Organiser or the Venue.

The Exhibitor shall not store or bring on to the premises inflammable substances or use any such inflammable substance or naked flame on the premises at any time.

25. Insurance and Indemnity

The Exhibitor and person or entity it contracts with to perform services for it shall carry insurance covering liability for third party, injury, personal injury, property damage and workers compensation and shall protect, indemnify and hold harmless the Organiser and MMG and Venue Owners, their officers, agents and employees against all claims, losses, suits, damages, costs, expenses of every kind, resulting from or arising in connection with the Exhibitor's use or occupancy of the exhibit space (including construction and dismantling of stands or exhibits) its agents or employees irrespective of whether or not such claim arises during or after the holding of the exhibition.

26. Occupational Health and Safety

All the requirements of the Occupational Health and Safety Act 85 of 1993 (as amended) shall be adhered to by the Exhibitor.

27. Photography, filming, video recording, and sketching

Only persons authorised by the Organiser and in possession of a valid pass may film, photograph, or make sketches or video recordings in the exhibition halls and the outdoor exhibition area. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, the Organiser can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require the Organiser's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The Exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer.

The Organiser is entitled to have photographs, drawings, films and video recordings made of events at the Exhibition, of stands and exhibits, and to use them for advertising or general press publications.

28. Catering, deliveries to stands

Gallagher Convention Centre has sole catering rights for the Exhibition. No outside catering will be permitted.

29. Intellectual property rights

When participating in Exhibitions organised by the Organiser, the Exhibitor warrants that its exhibits, packages and all related publicity materials found in the Exhibition do not in any way whatsoever violate or infringe any third party's rights including trademarks, copyrights, designs, names and patents whether registered or otherwise.

30. Whole agreement

This Agreement constitutes the entire agreement between the parties and representations by either of the parties or their agent, whether made prior to or subsequent to the signing of this agreement, shall not be binding on either of the parties unless done in writing and signed by the Organiser.

No variation, alteration or consensual cancellation of this Agreement, or any of the terms thereof, shall be of any force or effect, unless done in writing and signed by the Organiser. No waiver or abandonment by the Organiser of any of its rights in terms of this Agreement shall be binding on that the Organiser, unless such waiver or abandonment is in writing and signed by the Organiser.

No indulgence, extension of time, relaxation or latitude which any party may show, grant or allow to another shall constitute a waiver by the Organiser of any of its rights and it shall not hereby be prejudiced or estopped from exercising any of its rights against any party which may have arisen in the past or which might arise in the future. Unless the context indicates otherwise, the rights and obligations of any party arising from this Agreement shall devolve upon and bind its successors-in-title.

31. Regulations for use

The Exhibitor must comply strictly with the building and use rules for the event grounds. The Exhibitor is not permitted to spend the night in the halls or on the outdoor area. The Exhibitor must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event.

32. Period of prescription

All the Exhibitor's claims against the Organiser arising from this Agreement, shall be lodged in writing to the Organiser within 6 (six) months of the closing date of the Exhibition, failing which they shall prescribe.

33. Place of performance, applicable law

Johannesburg shall be the place of performance, also for all financial obligations. Only the law of the Republic of South Africa shall apply. This applies even in case of termination or withdrawal of any contractual relationship.

34. Jurisdiction, arbitration agreement

The parties irrevocably submit to the jurisdiction of the courts of the Republic of South Africa.

All disputes arising out of or relating to this Agreement including disputes as to the meaning or interpretation of any provision of this Agreement or as to the carrying into effect of any such provision or as to the quantification or determination of any amount or thing required to be determined or quantified in terms of or pursuant to this Agreement, will be referred to arbitration.

Either party to the dispute will be entitled to require, by written notice addressed to the other party in which notice particulars of the dispute are set out, that the dispute be submitted to arbitration in terms of this clause.

Subject to the provisions of this clause, the arbitration will be held under the provisions of the arbitration laws for the time being in force in the Republic of South Africa (as it is constituted from time to time).

The arbitrator will be an independent person agreed upon by the parties to the dispute and, failing such agreement within 5 (five) days after the date on which arbitration is requested by either party to the Agreement, will be appointed by the President and, failing him, the Vice-President for the time being of the Law Society of the Northern Provinces who may be requested by either party to the dispute to make the appointment at any time after the expiry of that five-day period.

Immediately after the arbitrator has been agreed upon or appointed, either of the parties to the dispute will be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings will be held and to settle the procedure and manner in which the arbitration proceedings will be held.

The arbitration will be held in Johannesburg in accordance with the formalities and procedure settled by the arbitrator.

The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages, account of profits, a penalty or otherwise as he in his sole discretion may deem fit and appropriate and to deal as he deems fit with the question of costs, including if applicable, costs on the attorney and client scale, or own client scale, and his own fees.

Any award made by the arbitrator:

- will be final and binding on the parties to the agreement; and
- may be made an order of any court to whose jurisdiction the parties are subject.

Nothing contained in this clause will preclude either party from obtaining intermediate relief on an urgent or other basis from a court of competent jurisdiction, pending the decision of the arbitrator.

35. Confidentiality

The parties shall not reveal the trade secrets and confidential information of each other to any other party.

"confidential information" shall include but not be limited to:-

- The details of this Agreement, the details of the negotiations leading to this Agreement and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in this Agreement;
- All information relating to the business of the parties or the operations and affairs of the parties;
- All information, knowledge, technology, data, documents, literature, trade secrets and know-how of the parties, whether or not patented or capable of being patented, or bearing copyright or any other intellectual property rights, and whether any such rights vest in the parties by virtue of statutory or common law.

The parties shall take all necessary precautions reasonably calculated to prevent an unauthorised disclosure or use of such trade secrets and confidential information by that party's employees, subsidiaries and their employees or any other intermediaries or related parties;

The provisions of this clause 35 shall be binding on the parties for the duration that the agreement is in force.

36. Severability Clause

Should the provisions set out in this Agreement be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected.

37. Authority

The Exhibitor warrants that it has full power and capacity and authority to sign the Agreement.

38. Legal compliance

The Exhibitor warrants that it is in compliance with the Republic of South African laws and regulations at the time of signing the Agreement and shall comply with South African laws and regulations at all times while performing its activity while participating in the Exhibition. The Exhibitor warrants that it is not restricted by any judgment, injunction, order, decree or award from signing the Agreement and performing activities under this Agreement.

As of January 2017