



# Application Form

Messe München South Africa (Pty) Ltd., P. O. Box 4367, Cresta, 2118  
drinktec-worldwide@messe-muenchen.de, Tel. +49 89 949 20114, Fax. +49 89 949 97 20114

## Company address

Company (Please underline key word for alphabetical entry)

Street / P. O. Box

Postal code    Town

Country

Headquarter (country)

Contact / Title    First name    Last name

Ms  
 Mr

Job function

Member of the following trade associations

Manufacturer (1)     Dealer (2)     Importer (3)     Distributor (4)     Service company (5)     Association/ Institutes/ Consulting Services (6)    (multiple responses possible)

## South African office / subsidiary with full address (only if different from above)

Company

Street / P. O. Box

Postal code    Town

Country

Phone

Fax

E-mail (personalised)

Contact / Title    First name    Last name

Ms  
 Mr

## Billing address (only if different from the "Company address" above)

Company



Street / P. O. Box

Postal code    Town

Country

Phone

Fax

E-mail (personalised)

Contact / Title    First name    Last name

Ms  
 Mr

VAT Number

**Trademarks** (As a dealer / distributor you are obliged to fill in which brands you will exhibit at food & drink technology Africa 2018)



Please note: All represented trademarks/companies have to be officially applied as co-exhibitors.

**Kick Start Package**  
For first time participants only.

(Deadline for application is May 5, 2018 )

Area code    Phone + extension    Fax

E-mail (personalised)

Homepage

Legal Representative (President, Chairman, General Manager, etc.)

VAT Number





# Product-group Categories

## Company address (please repeat)

 

We shall be presenting exhibits and / or services which come under the following product group(s) in the food & drink technology Africa 2018 product index:

Important: Completion of this form is mandatory (Multiple responses possible)

- |                             |  |                             |  |
|-----------------------------|--|-----------------------------|--|
| <input type="checkbox"/> 1  | Machines / equipment for vegetable raw material and potato processing, starch and sugar production   | <input type="checkbox"/> 11 | Machines / equipment for the production of alcoholic beverages |
| <input type="checkbox"/> 2  | Machines / equipment for fruit and vegetable processing  | <input type="checkbox"/> 12 | Machines / equipment for the production of soft drinks         |
| <input type="checkbox"/> 3  | Machines / equipment for the processing of almonds, nuts, other kernels and oil seeds                | <input type="checkbox"/> 13 | Coffee and tea processing machines                             |
| <input type="checkbox"/> 4  | Machines / equipment for the production of vegetable oils and fats                                   | <input type="checkbox"/> 14 | Filling and packaging machinery                                |
| <input type="checkbox"/> 5  | Meat and fish processing machinery   | <input type="checkbox"/> 15 | Packaging  |
| <input type="checkbox"/> 6  | Machines / equipment for bakery and pasta production   | <input type="checkbox"/> 16 | Complementary packaging means                                  |
| <input type="checkbox"/> 7  | Machines / equipment for confectionery production  | <input type="checkbox"/> 17 | Complementary technics / technology                            |
| <input type="checkbox"/> 8  | Machines / equipment for the production of delicatesses and convenience food products                | <input type="checkbox"/> 18 | Operating and auxiliary equipment                              |
| <input type="checkbox"/> 9  | Machines / equipment for the production, preparation and processing of flavours, essences and spices | <input type="checkbox"/> 19 | Storage, logistics and transport equipment                     |
| <input type="checkbox"/> 10 | Machines / equipment for the production of dairy products  | <input type="checkbox"/> 20 | Machines and equipment for water and waste water treatment     |
|                             |  | <input type="checkbox"/> 21 | Raw materials and ingredients                                  |
|                             |  | <input type="checkbox"/> 22 | Farming and agriculture  |
|                             |  | <input type="checkbox"/> 23 | Analytical equipment   |
|                             |  | <input type="checkbox"/> 24 | Services   |

Initial:

**Title of the fair**  
**food & drink technology Africa 2018**  
**Processing + filling + packaging + logistics**

**Venue: Gallagher Convention Centre, Midrand, Johannesburg, South Africa**

**Duration: 04 - 06 September 2018**

**Organiser Contact:**

**For Exhibitors**

Messe München South Africa (Pty) Ltd.  
1<sup>st</sup> Floor, Kiepersol House, Stonemill Office Park,  
300 Acacia Road, Darrenwood, Randburg, 2194  
Tel. (+27 11) 476 8093  
Fax (+27 11) 478 4323  
info@mm-sa.com, fdt-africa.com

## Terms of Participation

All prices indicated below are net and are excluding VAT

### 1. Application

The Agreement is exclusively subject to the Organiser's terms of participation; the Organiser rejects any terms and conditions of the Applicant to the contrary or deviating from the Organiser's terms of participation unless it has expressly consented to their validity in writing.

All applicants having their principal place of business within South Africa and wishing to take part in the event must express their wish to do so by fully completing and signing – with a legally binding signature - the application form and submitting it to the Organiser at the earliest opportunity or at the latest by the priority deadline.

All potential applicants having their principal place of business within Europe, Asia, Australia or the Americas and wishing to take part in the event must express their wish to do so by fully completing and signing – with a legally binding signature - the application form and submitting it to the Organiser at the earliest opportunity.

MMG is entitled and authorised by the Organiser to act and invoice on behalf of the Organiser.

With the application, the Applicant expresses to the Organiser its serious interest in taking part in the event as an exhibitor. All exhibits must be described precisely on the application form. Co-exhibitors must be named on the application form for co-exhibitors. The same particulars must be specified as for the Exhibitor. Incomplete applications cannot be considered.

### 2. Definitions

Unless otherwise determined by the context, the following words will bear the meanings set forth against them:

**"Agreement"** – shall mean the Application form, these terms of participation, the letter of acceptance issued by the Organiser and the Technical Guidelines;

**"Applicant"** – shall mean the potential exhibitor wishing to take part in the exhibition, whose details shall be recorded in the application form to which these terms of participation are attached;

**"Exhibition"** – shall mean the food & drink technology Africa 2018, Processing + filling + packaging + logistics, 04 - 06 September 2018.

**"Exhibitor"** – shall mean the Applicant once accepted to the Exhibition, upon the receipt of the written confirmation from the Organiser;

**"Organiser"** – shall mean Messe München South Africa (Pty) Ltd., a private company registered in terms of the Companies Act 71 of 2008 (as amended) of the Republic of South Africa, registration number: 2012/070095/07 with its registered address at 1st Floor, Kiepersol House, Stonemill Office Park, 300 Acacia Road, Darrenwood, Randburg 2194;

**"MMG"** – shall mean Messe München GmbH, a company registered in terms of the Company Laws of the Federal Republic of Germany, who is the authorised agent of the Organiser in respect of Applicants and/or Exhibitors having their principal place of business within Europe, Asia, Australia or the Americas.

### 3. Permitted exhibits and exhibitors

Co-exhibitors shall not be admitted, nor additional organisations represented, unless expressly specified in the notice of admission.

General importers and authorised specialist dealers may only exhibit machines and plants whose manufacturers are not represented at the Exhibition. All exhibits must correspond to the relevant range of exhibits for this Exhibition and be designated by name and category on the Application form. Articles other than those permitted and registered, as well as used, hired or leased machinery, may not be exhibited. The Organiser has the final decision and has the right to remove any other exhibits at the Exhibitor's risk and expense.

An exception is made in the case of objects which are not part of the Exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes). The Organiser may exclude specific exhibition objects from the admission and link the admission with conditions. The Terms of Participation as well as the Technical Guidelines are accepted as legally binding with submission of application documents.

### 4. Co-exhibitors and additionally represented companies (see also Clauses 1, 2)

Permission for co-exhibitors must be requested in writing. The registration fee is ZAR 2 000 for each co-exhibitor admitted. A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

The definition of an additionally represented company is as follows: In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the Exhibitor. If an exhibitor who is a distributor wants to display not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

**Additional representation of companies is not allowed on the stand.**

Admission of the Exhibitor does not mean that a contract exists between the Organiser and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment.

The Exhibitor must make this payment. The amount can also be invoiced subsequently by the Organiser.

The Exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation, the Technical Guidelines as well as the instructions of the Exhibition Management. The Exhibitor is liable for the debts and negligence of his co-exhibitors as if they were his own. If co-exhibitors make direct use of the Organiser's services, the Organiser is entitled to invoice the Exhibitor for these services. He is jointly and severally liable. The Exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without the Organiser's prior written consent.

### 5. Participation fees, lien

The net participation fees excluding VAT per sqm

a) Per sqm Stand without stand construction services  
ZAR 1 850,00 per sqm excluding VAT

b) Per sqm Shell Scheme – Basic package  
R 2 285,00 per sqm excluding VAT

(Includes per 9m<sup>2</sup>: 4mm thick, white Polycarbonate panels, with natural anodised Aluminium uprights, and cross beams. Maximum Stand Height 2.5m. Charcoal Heuga felt carpet tiles. 2 x black, upholstered chairs, with 1 x white round table. Shared, single-phase power with 1 x plug point. 3 x eco-friendly, 100w Spotlights. The Fascia is White with Company name and Stand no. in White on Light Green clip-on elliptical sign board. 1 x waste bin.)

c) The participation fee covers both the rental cost of the stand space as well as the comprehensive range of services provided by the Organiser, including above all stand planning advice, stand design advice with particular regard to local technical specifics and requirements requiring compliance, stand set-up and dismantling advice, planning PR work, visitor marketing and visitor promotion for the given Exhibition, preparation and execution of fair-specific opening events, press conferences insofar as the Organiser organizes same, preparation and execution of forums and special shows insofar as they are organised by the Organiser or third parties by order of the Organiser, the mandatory entry in the catalogue and web-based index of exhibitors (see 18 "Catalogue – Internet"), supply of exhibitor badge entitlement as set out under clause 19 "Workers' and exhibitors' passes", supply of advertising materials, lighting and cooling / heating of the exhibition premises, provision of basic security services for Venue, regular cleaning of areas frequented by participants and visitors and traffic guidance assistance for the journey to the Venue and within the grounds of the Venue.

Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Payment of the participation fee as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area.

If the Exhibitor has ordered the Organiser services, the Organiser is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to the Organiser. This applies in particular to obligations arising from previous events.

The Organiser reserves the right to enforce the lessor's lien, as permitted by law, in order to secure its claims arising from the rental. The Exhibitor must inform the Organiser at any time about the ownership of movables, which are exhibited or to be exhibited. If the Exhibitor does not meet his financial obligations, the Organiser can retain the exhibits and stand fittings and, at the Exhibitor's expense, excluding third parties property, sell them at public auction or privately. The Organiser does not accept liability for damage to exhibits and stand fittings retained under this clause, unless the Organiser is guilty of intentional damage or gross negligence.

Upon special application by the Exhibitor, the participation fee and/or the payment for the admittance of co-exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or promise to pay the amount owed to the Organiser, and the Organiser must declare its agreement with such.

Should the Exhibitor wish to have an invoice rewritten because the name, legal form or address of the recipient of the invoice has changed, the Exhibitor is obliged to pay the Organiser a sum amounting to ZAR 500 for each change of invoice unless the details in respect of name, legal form or address of the recipient of the invoice were incorrect on the original invoice and the Organiser was responsible for the incorrect details. The Exhibitor shall be ultimately responsible for failure of third parties to pay.

### 6. Terms of payment (see also Clause 4)

Payment shall be made immediately on presentation of an invoice from the Organiser. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalogue, and provision of exhibitors' passes. The Applicant or Exhibitor will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts by the Organiser, which are connected with the Exhibition, are to be paid in South African Rands, without deductions and free of all charges (e.g. bank charges occurring when transferring via bank account have to be paid by the applicant), by credit transfer to the account specified in the invoices, mentioning the Exhibitor's company name and invoice number.

### 7. Sub-lease

The application represents the contractual offer. The admission or rejection will be confirmed to the Applicant in writing in due time. The confirmation will include a confirmation of the size of the stand awarded and the amount payable. Upon receipt of the payment herein the sub-lease comes into force.

The Organiser is authorized to allocate a stand area to the Exhibitor, which might deviate from the information in the application. A deviation is considered acceptable if the Organiser does not receive the Exhibitor's rejection of the allocation of the stand area, in writing, within 10 working days.

The allocation of the other stands, in particular of neighboring stands, is subject to change up to the time that the Exhibition opens. The Organiser is also entitled to relocate or close entrances to and exits from the Exhibition grounds and halls, and to make other structural alterations.

The Exhibitor cannot make claims against the Organiser because of such changes nor do such changes amount to a breach of this Agreement.

### 8. Cancellation of contract

Should the Exhibitor:

- make any arrangements with the general body of its creditors or enters into a compromise with such creditors generally or if a provisional or final order for sequestration, liquidation or judicial management is made against it or it enters into business rescue proceedings;
- ceases or threatens to cease operating its business as a going concern or commits any act of insolvency in terms of the Insolvency Act 1936 (as amended or substituted from time to time);
- fail to pay any rent on the due date thereof and persist in such failure for a period of 7 (seven) days against the date of dispatch of notice per prepaid registered post calling for such payment; or
- fail to pay any other amount due by the Exhibitor in terms of this lease on due date thereof and persist in such failure for a period of 7 (seven) days against the date of dispatch of notice per prepaid registered post calling for such payment; or
- breach this lease in any other way and fail to remedy such breach within 30 (thirty) days after dispatch of written notice per prepaid registered post calling for such remedy;

the Organiser shall have the right, but shall not be obliged, forthwith to cancel this Agreement and to resume possession of the allocated area, but without prejudice to its claims for arrears payments and/or damages which it may have suffered by reason of the Exhibitor's breach of contract or of the premature cancellation.

In the event of the Organiser cancelling this Agreement and the Exhibitor disputing such cancellation and remaining in occupation of the allocated area, the Exhibitor shall, pending settlement of the dispute either by negotiation or arbitration, continue to pay an amount equivalent to the participation fees as well as any other amounts owing by the Exhibitor to the Organiser in terms of this Agreement on the due dates thereof and the Organiser shall be entitled to accept and recover such payments without prejudice to and without in any way affecting the Organiser's claim for cancellation. Should the dispute be resolved in

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.

#### 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 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 / m<sup>2</sup>.

#### 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.