

## Terms & Conditions

1 **These conditions obligate all the exhibitors** in the exhibition, jointly and severally, and form an integral part of the agreement between the exhibitor and the organizers. The conditions included in the Exhibition Brochure, Registration Form, Terms & Conditions and the Exhibitors Instruction Manual for the exhibitors also form an integral part of the agreement between the exhibitor and the organizers.

2 **The display area:** This is the area ordered by the exhibitor for purposes of constructing the display. The area is defined in square meters and in markings on the exhibition-planning map.

The organizer has the right to change the exhibition floor plan at any time.

3 **A modular constructed stand** (or standard, or uniform) is a display area, which includes 2 side walls, a rear wall, and various auxiliary facilities, as described in the Exhibition Brochure for the exhibitor and in the Exhibitors Instruction Manual.

4 **Unconstructed area** (or "area", only) is a display area without a modular constructed stand (floor only) without any additional auxiliary facilities, unless specified otherwise in the Exhibitors Instruction Manual. An exhibitor ordering an unconstructed area can order (for payment) various services, including building services, as described in Exhibitors Instruction Manual.

**An Exhibitor ordering an unconstructed area must build detached walls between his area and his neighbor area of at least 3meter height, with a white clean back.**

**An Exhibitor in an unconstructed area is not allowed to build walls that front the aisles and must leave all sides open to aisles with access to visitors unless authorized in written by the organizer.**

5 **The Exhibition Brochure** for the exhibition includes details of the subjects of the exhibition, participation fees, timetables, and additional general information about the event (including special conditions). This pamphlet is circulated amongst the companies as initial information several months before the event.

6 **The Exhibitor Instruction Manual** for the exhibitor contains, amongst other things, detailed directions for the exhibitor for purposes of organization, updated details appearing in the Exhibition Brochure for the exhibition, including updated timetable, general information, and various forms that can be used to order various services, including a description of the products. This

booklet is actually mailed to the exhibitors about 90 days before the event.

7 **Inside the display area** the exhibitor may set up all the signs he wishes, on condition that this does not cause damage to panels or construction or to any other equipment provided to him by the organizers, And in terms that his actions are acceptable by the venue management.

8 **It is forbidden to introduce or remove merchandise or decorations** to and from the exhibition area, when the exhibition is open to visitors. It is permitted to do so only during the exhibitors' preparation times, published from time to time before each exhibition.

9 **The presence of the exhibitor during opening hours:** The exhibitor undertakes not to dismantle his display and leave the display area except on the date and time specified for dismantling the display. We emphasize in particular that it is forbidden to introduce or remove merchandise during opening hours. Failure to observe this instruction seriously damages the image of the event, the organizers, and of the other exhibitors.

10 **It is the exhibitor's responsibility** for the completeness of the equipment he is provided with. The exhibitor is responsible for any damage caused to the exhibition equipment supplied to him, such as furniture, panels, constructions, spot lights, electrical sockets, ashtrays, carpets, etc. Prior to the conclusion of the exhibition the equipment will be inspected and the exhibitor will compensate the organizers for any damage or loss of equipment. Particular emphasis is placed on damage to panels, and a financial claim will be submitted to the exhibitor by the organizers.

11 **Introduction of food and drink to the exhibition area:** An exhibitor may offer refreshments to his visitors in the display area, and may for this purpose introduce food and drink into the area of the booth. However, in this case he undertakes to keep his booth clean, collect all the left over food in the area, and not offer kinds of food and drink that cause an annoyance to the exhibition, especially those giving off strong odors. Exhibitor's Specific Instructions regarding serving food and drink, heating and cooking will be published in the Exhibitor Instruction Manual.

12 **Acoustic advertising in the exhibition area:** It is forbidden to implement Acoustic advertising in the exhibition

area, and it is also forbidden to bring in hi-fi equipment of any kind except after receiving prior approval from the organizer and in accordance with this approval.

13 **The exhibitor may not** perform any advertising activities outside his booth, including in the aisles of the exhibition, and in the entire area of the facility (lobby, parking areas, the exhibition grounds, etc.)

14 **Changes to the date of the exhibition**

The organizers may, after giving 4 weeks prior notice, change the date of the event by up to 30 days before or after the date fixed.

15 **Non appearance of the exhibitor in the exhibition**

Sixty minutes before the time of opening the exhibition the exhibitor shall be present in the place, and the display area shall be prepared and suitable for **receiving the public**. If an exhibitor does not arrive by this time, the organizers may rent out the area of his display to another exhibitor, and the exhibitor who did not turn up shall be charged the full participation fee. This action is essential in order to ensure the completeness of the event as far as the visitors are concerned.

16 **Responsibility for the products**

The organizers are not responsible for any damage caused to the exhibitors' property, neither directly nor indirectly. In order to remove doubt, the exhibitors release the organizers from all responsibility. The organizers recommend that every exhibitor insures himself and his products, both in the exhibition area and in shipping to and from it. The provisions of the Guards Law shall not apply to the relations between the exhibitor and the organizers. The event Guards shall engage solely in maintaining order, and they are subject to the orders of the organizers alone. The organizers shall help the exhibitors as far as possible regarding the handling of claims against the insurer of the exhibitors.

17 **The exhibitors' right to cancel** his order for the exhibition

i) If the cancellation is made 301 or more days before the date fixed for opening the exhibition, the exhibitor shall be obligated to pay 5% of his total participation fees in the exhibition.

ii) If the cancellation is made between 300 and 181 days before the date fixed for opening the exhibition, the exhibitor shall be obligated to pay 20% of his total participation fees in the exhibition.

iii) If the cancellation is made between 180 and 121 days before the date fixed for opening the exhibition, the exhibitor shall be obligated to pay

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- 50% of his total participation fees in the exhibition.
- iv) If the cancellation is made between 120 and 61 days before the date fixed for opening the exhibition, the exhibitor shall be obligated to pay 100% of his total participation fees in the exhibition.
- v) 60 days before the date fixed for opening the exhibition, the exhibitor cannot cancel his participation at the exhibition. Such cancellation will cause the organizers damage and the exhibitor will have to compensate them for damages. The Parties agree that the compensation in such case to be paid to the organizers is 200% of the total participation fees in the exhibition. In case the damages caused to the organizers are greater, the exhibitor will have to fully compensate the organizers for the damages subject to the organizers to proving the extent of the damages. This paragraph shall apply to any case in which the exhibitor did not show at the exhibition, whether he officially announced the cancellation of the agreement or not.
- 18 **The organizers have the right** to refuse to approve the participation of an exhibitor in the exhibition who has submitted the Registration Form, without having to give a reason for doing so, by sending a written notice to that exhibitor within 75 days from the date of submission of the Registration Form. The organizers may also cancel the participation of an exhibitor at a later date and even halt his display during the period of the event, if the exhibitor does not observe one of the conditions of the registration and participation in the exhibition, and in particular the financial conditions, such as failure to pay on the date specified in the contract, or failure to honor one of the checks given to the organizers, or violation of sections 37 at the bottom of this form, transfer of rights. In such cases the exhibitor whose participation was cancelled shall have no grounds for suing the organizers for damages of any kind. Unless authorized differently by the organizer, only companies, which their activities are equivalent to the exhibition topics, could apply for space.
- 19 **A supplementary (Indirect) Exhibitor** is one who was not registered for the exhibition directly with the organizers, but made an agreement with one of the exhibition registered exhibitors to display at least one item from his products or services in the area, that was purchased by the registered exhibitor. An exhibitor of this kind must register with the organizers in every case, and the registered exhibitor shall pay an additional charge of US\$400.00 for each supplementary exhibitor in his area. To the supplementary (Indirect) exhibitor apply all the obligations of a regular exhibitor in the exhibition, and the registered exhibitor shall be responsible for implementation of all these obligations by the (Indirect) supplementary exhibitor. If a supplementary (Indirect) exhibitor is not directly registered in the organizers' offices, the organizers may cancel the participation of the supplementary (Indirect) exhibitor at any time without prior notice and without giving a reason of any kind, and the organizers do not have to supply him with any service.
- 20 **The name "hostile activity"** is given to an activity by an exhibitor that harms the success of the exhibition. The organizers may remove an exhibitor from the exhibition by giving 12 hours prior notice, if there is a fear of a hostile activity or if the exhibitor executed such an activity. A hostile activity is one described in sections 11,12,13, and 37 of the Terms and Conditions Form, or any action that the organizers regard as hostile and that does not appear in these sections.
- 21 **The removal of an exhibitor** from the exhibition following an hostile activity or because of non conformance with the financial conditions of the order by the exhibitor (including the case of checks that were not honored), will entitle the organizers to the financial compensation specified in section 17, as if the exhibitor himself cancelled his order to the exhibition.
- 22 **Failure to made the payments** in full and to complete them by 96 hours before the exhibition will give the organizers the right to cancel this agreement unilaterally, without having to compensate the exhibitor in any way, and in addition to demand the full payment of participation fees from the exhibitor as if he had actually displayed in the exhibition. This shall also apply even if the organizers awarded the display area of the exhibitor to another company to display in it.
- 23 **An order for participation** in the exhibition that is not made using the Registration Form is impossible and unacceptable. Mailing the Registration Form or delivering it by hand does not represent a proposal for participation on the part of the organizers. An agreement regarding the exhibition should be made by the signing by both parties on the Registration Form. Regarding a registration form that reached the organizers but for which the advance payment was not made within 30 days of the date of the form, the organizers (only) may regard it as a cancelled registration form as long as the advance payment has not been made in full.
- 24 Force majeure**
- In the case of force *majeure* (such as fire, flood, war, strikes etc.) that prevents the organizers from holding the exhibition, the exhibitors shall have no claims against the organizers what so ever
- 25 The organizers have the right** to completely cancel the event, on condition that they inform the exhibitors of this up to 30 days before the event, in particular if the cancellation originates in professional organizational considerations, such as the organizers' fear of failure of the event, new circumstances related to the contract with the facilities of the exhibition (structures), etc. In such a case the organizers will return to the exhibitors all the sums that they received from the participants in the exhibition, linked to the USS. If the organizers decided, from the above professional considerations, only to postpone the date of the exhibition up to 75 days from the original date, this will apply automatically to all the registration forms (exhibitors), in as far as they will be valid from all aspects for the new date fixed.
- 26 The rate of VAT** will apply to all the exhibitors in accordance with the date of issue of the various VAT invoices.
- 27 Exhibition Fees:** If changes take place to the exhibition participation fees list on a date later than the registration date appearing in the Registration Form, the changes shall not apply to an exhibitor who signed this form, nor shall there apply to him the changes to the prices of additional auxiliary services given in the instructions to the exhibitor booklet revised to the date of the form.
- 28 Change of location of the display of an exhibitor**
- The organizers may change the location of an exhibitor in the area of the exhibition, on condition that all the following conditions are met:
- i) The notice of change of location is given up to 10 days before the opening of the exhibition.
- ii) The exhibitor is allocated at least 2 alternative display areas whose area in

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square meters is identical to that originally ordered.

iii) The notice is given both orally and in writing.

iv) Without detracting from all that said above, if after approval of the Registration Form by the organizers it transpires that the organizers made a mistake in allocating the display area and/or because of various circumstances the organizers have to change the allocation of the display area, and the exhibitor is moved to a different place, the change of allocation will not award the exhibitor the right to claim any compensation from the organizers.

## 29 Advertising in the exhibition catalog

Every exhibitor will be publicized in the index (introduction) to the exhibition catalog. The text includes the name and address of the company participating in the exhibition. These details will be taken from the Registration Form. An exhibitor who wishes to update these details is requested to send the revision in writing up to 60 days before the opening of the exhibition. If the revision does not arrive, the organizers may use this information or other material published in the past. The organizers assume no responsibility for details given by phone. The organizers take no responsibility for mistakes or omissions appearing in the catalog. If there are such mistakes or omissions, it is agreed between the exhibitor and the organizers that the exhibitor cannot make a claim against the organizers for such mistakes.

## 30 Last minute registration

An exhibitor who registers at the last moment (after the date published as the final date for supplying details for publication in the exhibition catalogue) will not appear in the exhibition catalogue, nor in the list of participants published in various publications. An exhibitor of this kind does not have the right to any credit or indemnification because of the lack of publicity in the said publications.

## 31 Height of displays

The height of the modular constructed stand is 2.98m. Deviation above 3.0m height requires specific approval in writing from the organizers on a diagram giving details of the deviation. If approved, will be billed in the following way:

- i) Flag post with flag – US\$60 up to a maximum height of 4.0m.
- ii) Construction of a platform for an

additional display floor – US\$60/m<sup>2</sup> of additional display area.

Unapproved height deviations shall be removed immediately after a demand is made by the organizers before the opening of the exhibition. If the said deviations are not removed, the organizers may:

i) Charge the exhibitor in accordance with the above price list with an addition of 100%, without detracting from the organizers' right to claim in addition the damage caused to them as a result of the complaint/ demand of another exhibitor who feels injured.

ii) Alternatively, after closing the exhibition to the public in the evening, dismantle the deviation with the aid of their workers and charge the exhibitor for the costs of dismantling and all other costs involved.

## 32 Exploitation of display areas in excess of that ordered

An exhibitor who exceeds with his display the bounds of the area that he has ordered, by placing there equipment, machines, signs, tables, chairs, or any other items belonging to him, shall be regarded as an encroaching exhibitor. Approved encroachment is encroachment approved by the organizers for up to two hours after the opening of the exhibition on the first day, for which payment will be demanded as follows:

The encroachment area shall be calculated as follows:

The length of the entire frontage times the depth (in meters) of the item protruding to the greatest extent beyond the area ordered. The entire area will be charged for at a rate of US\$200/m<sup>2</sup>.

Lengths will be rounded up into integral meters when calculating length and depth. The charge will be based on measurement by a senior manager of the organizers using an assistant, with or without an attached photo. Regarding not approved encroachment the organizers may act as follows:

i) To charge the exhibitor in accordance with the above price list with the addition of 300% by sending an Financial claim together with measurements and a photo after the exhibition.

ii) Alternatively, with the aid of the exhibition marshal, to remove and confiscate the encroaching items.

## 33 Halting of services

The organizers shall not be responsible for any losses unintentionally caused to exhibitors, in the case of halting of the supply of electricity and/or water and/or telephone or any other services.

## 34 Guarantees

In addition to all the usual guarantees the organizers shall have the right to mortgage or attach any of the goods and chattels, merchandise, and articles of the exhibitor located in the area of the exhibition as guarantees for the fulfilling of the exhibitor's commitments to the organizers.

## 35 Employment of design companies or independent designers by the exhibitor

The organizers have the right not to permit representatives of a design company or an independent designer (whom the exhibitor has hired for the purpose of constructing the display) to act in the area of the exhibition in case they do not follow the rules and regulations of the organizer and the venue.

The exhibitor hereby agrees that if a designer constructs a stand in the area of the exhibition and sets up an encroaching stand (see section 32 above), the organizers may submit a financial claim against the designer and/or the representative jointly or severally regarding this matter, in accordance with the provisions of section 32, as well as for the direct or indirect damages caused by the omissions of that designer. The exhibitor is responsible for showing all these conditions, and this section in particular, to the designer whom he has hired, and obligate him as an appendix to the agreement for his employment.

36 If a contradiction exists between the conditions appearing in the exhibition Terms and Conditions Form and those appearing in the Exhibition Brochure giving details of the event, that appearing in the Exhibition Brochure shall take precedence.

37 A company making an order in accordance with this agreement may not transfer its rights in full or part for participation in the exhibition to any third party

38 Any aspects not provided for in this terms & condition form will be subject to the Exhibition Brochure, the registration form, and the Exhibitor Instruction Manual

39 If any doubt should arise regarding the Terms and Conditions Form, the English version will be considered as official.