

7<sup>th</sup> June – 9<sup>th</sup> June, 2017 – Gallagher Convention Centre, Midrand, Johannesburg, South Africa

## SPACE APPLICATION FORM AND CONTRACT

### Contact Details

Company name:

Contact name:

Address:

City:

State:

Country:

Postal Code:

Phone:

Fax:

Mobile:

E-Mail:

Website:

### Stand Details – Please tick the appropriate options

Item	Price [USD]	Size / Quantity	Amount [USD]
<input type="checkbox"/> <b>Shell Scheme - minimum size 9.0 sqm (*)</b> Rear and side walls, fascia, power and socket, carpet, lighting, hall security 4x office chairs, 1x office table, 1x waste bin, 1x lockable sideboard	<b>629.00 per sqm (**)</b>		

Should you require space only, please tick the below option:

<input type="checkbox"/> <b>Space Only – from size 24 sqm (*)</b>	<b>475.00 per sqm (**)</b>		
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(\*) Upon confirmation, each Exhibitor will be informed of the size and position of the booth and will be based on a "first come – first serve" basis.

(\*\*) Price is subject to VAT if applicable

### Additional Fees

Item	Price [USD]
<b>Arrangement and Handling Fee per booking</b>	<b>125.00</b>
<b>Compulsory Insurance per exhibitor (required by the organiser)</b>	<b>250.00</b>
<b>We are planning to include maximum one co-exhibitor</b> Mandatory co-exhibitor fee \$250.00 with TRADEX-Services GmbH PLUS \$500.00 with the organiser – informa life science	<input type="checkbox"/> <b>250.00</b>

### Advertising Bookings

Item	Tick	Price [USD]
<b>Tradex+ Entry</b> <small>Item is subject to additional VAT</small>	<input type="checkbox"/>	<b>498.00</b>

**TOTAL COST [USD]:**

## PAYMENT SCHEDULE & PROCEDURE

### TERMS AND CONDITIONS FOR PAYMENT

Upon receipt of your signed contract you will receive one final invoice only in **US \$** depending on your selected booking. 100% of this invoice is payable latest by **17<sup>th</sup> March 2017** without any deduction. Any bank charges incurred must be paid by you. Non-receipt of your full payment by TRADEX-Services GmbH on the deadline date, will cause the loss of your space and location booking! If you register after the payment deadline, you will receive an invoice which will be payable immediately without any deduction.

Please tick to confirm you have read our Terms and Conditions.

This contract serves as an official contract between TRADEX-Services GmbH, as the official assigned sole contract partner of informa life science, and the client. Upon signing the contract, the client confirms, acknowledges and agrees on the **Terms and Conditions** set in this contract. The signatory to this contract is signing as the authorised signatory of the client and possesses all necessary power and authority to bind the client to this contract.

<b>Signature of Authorised Signatory:</b>	<b>Date:</b>	<b>Company Stamp:</b>
<b>Print Name of Authorised Signatory:</b>		

Please send completed form to [aloeffler@tradex-services.com](mailto:aloeffler@tradex-services.com)

# General Conditions of Participation of the TRADEX-Services GmbH for joint-company pavilions at foreign exhibitions

## 1. Organizer

Organizer of the TRADEX-Pavilion is the TRADEX-Services GmbH, Am Schlichtfeld 2, 82541 Muensing, Germany (named TRADEX in the following).

## 2. Eligibility to register

Mainly companies from Germany, Austria and Switzerland or their foreign partners are eligible to register to participate at joint-company pavilions.

## 3. Conclusion of an agreement

- 3.1. Registration to participate may take place only following the receipt, prior to the closing date, of a completed and signed registration form and of advance payment to TRADEX. Registrations after the closing date will be accepted only if more exhibition space is available. The registration is binding. Conditions and exceptions require a special clarification in individual cases.
- 3.2. The closing date for registrations of the respective event is stated in the enclosed „Special Conditions of Participation“.
- 3.3. The receipt of registration will be confirmed in written form by TRADEX.
- 3.4. The applicant is allowed to participate
  - in accordance with available exhibition space,
  - provided that the "general conditions" as well as the "special conditions" for participation are fulfilled, and
  - as long as the exhibition goods fit the concept and the overall framework of the joint-company pavilion.

On receipt of registration confirmation a contract between the exhibitor and the implementation company shall come into force. The registration confirmation will be accompanied by a plan indicating the location and dimensions of the stand. In the event of deviating measurements and a resulting marginal difference between specified and actual dimensions of the stand, TRADEX does not accept liability.

- 3.5. Companies which have not fulfilled their financial obligations from previous events may be denied a contract.
- 3.6. In case of non-participation the exhibitor shall be notified without delay, i.e. immediately the circumstances occur out of which non-participation arises (decisions by TRADEX).
- 3.7. TRADEX is allowed to assign exhibition space to the exhibitor, other than that planned, if
  - this is necessary for preserving the overall image when not all exhibition space offered by the implementation company has been rented, and
  - the exhibitor is provided with space which, with regard to location and size, is essentially the same.

Should TRADEX be forced to move or alter individual stands, entrances, exits, or aisles subsequent to the registration confirmation, through circumstances beyond its control, such as directives from public authorities or instructions from the trade fair or exhibition management, no resulting claims may be asserted.

In particular, subject to consultation with the organizers of the participation, if the available exhibition space is reconfigured then TRADEX may reduce the amount of square meters booked. In this case the exhibitor shall be entitled to partial reimbursement of the price of participation. No further claims for damages may be made.

- 3.8. Stands shall be handed over to exhibitor or his commissioned agent following agreement with the implementation company prior to the start of the event. Stands, which have not been taken over by the exhibitor or his commissioned agent in accordance with the agreement, may be used for another purpose, without the exhibitor being able to assert claims above and beyond the rights included in No. 7.

## 4. Co-exhibitor

- 4.1. On principle, a stand area is only handed over as an entire entity, and only to one contractual partner. The latter is only authorized, following previous written consent by TRADEX, to include previously named the co-exhibiting company on his stand. TRADEX will give consent only if the co-exhibiting company in the matter agrees with the „general conditions for participation“. The co-exhibitor is subject to the same provisions as the main exhibitor.

- 4.2. The main exhibitor shall be liable for any fault of his co-exhibitor or the co-exhibitor's commissioned agent as well as for his own or his own's commissioned agent's faults. Main and co-exhibitor are liable to TRADEX as joint debtor.

## 5. Terms of payment

With confirmation of participation, a payment in advance shall be due. The amount of costs is declared in the „special conditions for participation“. After receiving the invoice of the space incl. stand construction or space only without stand construction, compulsory insurance, handling fee and co-exhibitor fee – if applied (in US \$/m<sup>2</sup>) the total amount of costs of the invoice is payable immediately after receipt of the invoice as declared in the „special conditions for participation“. Attention should be paid that TRADEX will issue only one invoice. The amount invoiced must be transferred, free of charge and without deduction, to the account listed in the invoice, stating the invoice number and the company name. If the invoice is not paid despite a warning and a grace period, TRADEX is entitled to rescind the contract and dispose otherwise of the booth and also to claim legal consequences as mentioned paragraph 7.

## 6. Assignment, setting-off, right of retention

The assignment of accounts receivable against TRADEX is excluded. The setting-off and right of retention are also excluded, providing that no uncontested or final and conclusively determined claim toward TRADEX exists.

## 7. Withdrawal / non-participation

- 7.1. TRADEX shall be entitled to withdraw from the contract,
  - if bankruptcy proceedings are filed in respect of the exhibitor's assets. The exhibitor shall be obliged to immediately inform TRADEX of this.
  - If registration confirmation is based on the wrong conditions or on incorrect information, or
  - if the conditions upon which registration confirmation is based cease to exist at a later date.
- 7.2. The withdrawal of the exhibitor from the contract shall not relieve him of any of his contractual commitments.
- 7.3. Withdrawal from the contract is possible for the exhibitor **until one week after receiving the space allocation and the floor plan** without any cancellation fee. In case of a withdrawal after this week a cancellation fee of 30% of participation fee will be charged.
- 7.4. After space allocation and the possible cancellation period, it is no longer possible for the exhibitor to withdraw from the contract or to reduce the stand space. This shall also apply if, for example, the offices responsible do not wholly or in part comply with the import requests of the exhibitor, if the exhibition goods do not arrive on time (e.g. due to loss, transport/custom delays) or do not arrive at the event at all, or if entry visas for the exhibitor or his representatives are not obtained on time. Nevertheless, should the exhibitor forgo the stand space allocated to him, he must
  - pay the entire participation fee (space only and possibly also stand construction), insofar as the space cannot be rented out by TRADEX to another exhibitor
  - pay 30% of the total participation fee (space only and possibly also stand construction), insofar as the space can be rented out by TRADEX to another exhibitor
- 7.5. The withdrawal of the exhibitor or the waiver of the allocated space (No. 7.4.) shall only become effective upon receipt of the written declaration towards TRADEX.
- 7.6. The exhibitor shall be granted the right to furnish proof that no damage or considerably less damage has been caused.

## 8. Stand equipping, design and lettering

Equipping and individual design of the stands, insofar as they exceed the services of the participation organizers stated in the "Special Conditions of Participation", is the responsibility of each and every exhibitor. However, the building regulations valid at the event location and the construction guidelines TRADEX regarding the type of design applied. The exhibitor shall be obliged to coordinate his design measures beforehand with TRADEX. A stand design, which does not meet the building regulations valid at the event location or the construction guidelines of the implementation company, can be removed or altered at the expense of the exhibitor.

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**9. Exhibition goods and stand personnel**

All exhibition goods are to be listed individually and with exact descriptions. Inflammable exhibition goods, or those with strong odors, or products whose presentation is associated with loud noise, may only be exhibited after prior agreement by TRADEX. The exhibitor is obliged to ensure that specialist personnel are on his stand for the entire duration of the event.

**10. Transportation, display and dismantling of exhibition goods and stand furnishings**

The transportation of exhibition goods up to the exhibition stand and back, the storage of empties, the use of lifting and transport equipment, the deployment of personnel for packing and unpacking, displaying exhibition goods, and the dismantling of the same, re-packing and other related activities are exclusively the responsibility of the exhibitor. Any liability of TRADEX therefor is excluded. Even after specifying the "Special Conditions of Participation", TRADEX may compulsorily stipulate an on-site forwarder for the transporting freight within the area of the joint-company pavilion.

**11. Insurance and legal liability**

- 11.1. The insurance of the exhibition goods against all transport risks and during the event, in particular against damage, theft, etc., is the responsibility of the exhibitor.
- 11.2. The exhibitor shall be liable for all damage caused to third parties through his exhibition participation, including damage caused to buildings at the exhibition center and to its facilities.
- 11.3. TRADEX assumes no liability for damage to property or personal injury unless intent or gross negligence can be proved against them, their legal representatives or person or persons employed by them in performing obligation. The burden of proof is the responsibility of the exhibitor.
- 11.4. TRADEX shall not be liable for any damage to the exhibits and theft. Furthermore, in agreeing to the conditions of participation the exhibitor expressly exempts TRADEX from any possible recourse claims by third parties.

**12. Circulars**

- 12.1. Following the allocation of stand spaces, the exhibitors shall be informed via circulars about preparation and implementation matters of the joint exhibition. Consequences arising from nonobservance of these circulars are the sole responsibility of the exhibitor.
- 12.2. TRADEX is obliged to forward the exhibitor data to the respective trade fair organizer and therefore does not guarantee with respect to the applicable data protection law in Germany.

**13. Proviso**

- 13.1. In all cases, regulations and directives of the responsible bodies of the host country, which deviate from these "conditions of participation", or which cause additional restrictions, always take priority. TRADEX shall not be liable for damage and other detriments caused to the exhibitor resulting from these.
- 13.2. TRADEX shall be entitled to postpone, shorten, lengthen, or cancel the participation, as well as to temporarily or finally close the participation in individual parts or as a whole, should unforeseeable events, such as acts of God, natural disasters, war, public disturbances, strikes, failures or hindrances to transport connections and/or communications, require. In the case of a postponement, shortening, lengthening, or closure, the exhibitor shall not be entitled to compensation for the costs incurred by him due to this. Should participation not be of interest for the exhibitor as the result of such a measure, and he therefor foregoes occupation of the stand space allocated to him, he shall be able to withdraw from the contract. Withdrawal must be declared in writing immediately following notice of the change. In this case, Article 7.3. applies for the exhibitor's obligations. In the case of a cancellation of the event or the joint-company pavilion TRADEX shall not be held liable for damage or other detriments that arise from this for the exhibitor.

**14. Final provisions**

- 14.1. Please refer to the "Special Conditions of Participation" with respect to the extent of services included in the participation fee.

14.2. If the exhibitor has commissioned TRADEX with orders for cost-incurring services beyond the scope of the "Special Conditions of Participation", the costs incurred shall be invoiced to him.

14.3. The mutual rights and obligations resulting from this contractual relationship shall be subject to the laws of the Federal Republic of Germany.

14.4. Place of jurisdiction is Munich. Place of performance for financial obligations is Muensing.

14.5. The contract and changes to the same must be made in writing and signed. Should one of the preceding conditions be null and void, the remaining conditions shall continue to apply. They shall be interpreted in such a way that the sense and purpose of the contract remain preserved.

14.6. The period of limitation of any claims lodged by exhibitors against TRADEX shall be 6 months and shall begin at the end of the month in which the final day of the event falls.

14.7. Otherwise, the terms and conditions of the organizer apply.