



AGREEMENT TO EXHIBIT
Thursday 28th March– Monday 01st April 2024

EXHIBITOR COMPANY DETAILS			
Brand Name		Contract Number:	
VAT No.:		Website Address:	
Telephone No:		Registration No:	
Physical Address:			Code: <input type="text"/>
Contract Signatory:		Designation:	
Cell Number:		Email Address:	

*By providing your **contact number** and/or e-mail address you are consenting to receive communications from Dogan Exhibitions & Events (Pty) Ltd*

EXHIBITOR PRODUCT DETAILS	
Products / Services	

EXHIBITION FACILITY				
Venue:		Hall:		Stand Size: <input type="text"/> m ²

PAYMENT & CANCELLATION TERMS	AMOUNT PAYABLE		
	Floor Space:	R	<input type="text"/>
<p>I/we agree to remit all amounts in terms of this Agreement as indicated below. Our cancellation terms are 100% of the agreed fee. Failure to attend or pay timeously does not preclude you or your company from our cancellation policy.</p> <p>We require a 50% deposit upon signing of the contract and the balance to be paid 30 days prior to the event. Notwithstanding this, full payment must be received prior to the event taking place.</p> <p><u>The Agreement is binding and shall remain in force until all outstanding payments have been met. Any exhibitor who elects not to make use of the Facility sold in terms of the Agreement will remain liable for the full amount of the Agreement.</u></p>	Stand build:	R	<input type="text"/>
	15% VAT:	R	<input type="text"/>
	TOTAL (incl VAT) :		

ACCEPTANCE OF PROPOSAL		
Signed for the Exhibitor / Company		
Signatory warrants his authority to sign this Agreement on behalf of the Exhibitor and signs as surety and co-principal debtor for indebtedness of the Exhibitor to the Organisers.		
Name _____	Designation _____	Signature _____
Signed at _____	On This _____	Day Of _____ 2022
We hereby irrevocably rent for the duration of the abovementioned exhibition the stand/s and or package detailed herein, subject to the Event Terms and Conditions (which we acknowledge form part of this Proposal). Signature of this Proposal creates a binding contract, on acceptance by the Organiser, is subject only to the terms and conditions recorded herein and the Event Terms and Conditions and no other representations, warranties, particulars of variations, oral or in writing, shall be binding by the Organiser.		
Accepted on behalf of Dogan Exhibitions & Events (Pty) Ltd t/a Rand Show		
Name Didi Okoro	Signature _____	Date _____

Payment Details

An invoice will only be generated once we received a signed copy of our Agreement to Exhibit. We require a 50% deposit upon receipt of invoice. The second 50% deposit is payable 30 days before the event start date. Notwithstanding this, full payment must be received prior to event taking place.

The selected stand space will only be formally allocated and reserved upon payment of the deposit. We reserve the right to reallocate the space should your deposit not be received within 14days from date of invoice.






















































Please use your contract number or company name (top right on Page 1) as payment reference

Bank Account Details:

Bank: Standard Bank
Account holder: Dogan Exhibitions and Events Pty Ltd
Account number: 002938987
Account type: Business Current Account
Branch: Cresta
Branch Code: 051001

Email proof of payment to:

Kas.naidoo@gl-events.com

Exhibition Stand Construction (Please tick appropriate block) (To be completed where a stand construction package has been booked with floor space, see page 1)																							
Basic Package <input type="checkbox"/>	Furnished Package <input type="checkbox"/>	Company Name on Fascia Board Please print the company name to appear on the fascia board in the space below.																					
																							
Includes the following: <ul style="list-style-type: none"> ▪ Standard shell scheme walls ▪ Company Name on Fascia Board ▪ Carpets ▪ Share of Electrical DB ▪ 1 X 15 Amp Plug Point ▪ 3 X Spotlights 	Includes the following: <ul style="list-style-type: none"> ▪ Standard, white 2.5m high shell-scheme walls ▪ Company name on fascia board ▪ Carpets ▪ 1 X 15 Amp plug point ▪ 3 X Spotlights ▪ Share of electrical distribution board ▪ 1 X H68 Brochure Holder ▪ 1 X H85 Lockable Cupboard ▪ 1 X H42 Round Table on Milan Base ▪ 3 X H01 Office Chairs ▪ 1 X H77 Waste Paper Bin 	Carpet Colour: Please indicate preferred carpet colour and second choice as an alternate by writing the code in the blocks below Should you require a chequered pattern please write yes in the block below. The chequered pattern will comprise your first and second choice carpet colours.																					
		<table border="1"> <thead> <tr> <th>1st Choice</th> <th>2nd Choice</th> <th>Chequer</th> </tr> </thead> <tbody> <tr> <td> C01 Brown</td> <td> C02 Irish Coffee</td> <td> C05 Dark Red</td> </tr> <tr> <td> C06 Gold</td> <td> C08 Forrest Green</td> <td> C09 Kingfisher</td> </tr> <tr> <td> C10 Charcoal</td> <td> C11 Grey</td> <td> C12 Royal Blue</td> </tr> <tr> <td> C13 Red</td> <td> C14 Black</td> <td> C15 Dark Green</td> </tr> <tr> <td> C16 Amber</td> <td> C17 Dark Brown</td> <td> C18 Beige</td> </tr> <tr> <td> C24 Light Blue</td> <td> C25 Violet</td> <td></td> </tr> </tbody> </table>	1 st Choice	2 nd Choice	Chequer	 C01 Brown	 C02 Irish Coffee	 C05 Dark Red	 C06 Gold	 C08 Forrest Green	 C09 Kingfisher	 C10 Charcoal	 C11 Grey	 C12 Royal Blue	 C13 Red	 C14 Black	 C15 Dark Green	 C16 Amber	 C17 Dark Brown	 C18 Beige	 C24 Light Blue	 C25 Violet	
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Additional Items:

Record of any verbal undertakings / additional items not recorded on the face of the proposal.

Event Terms and Conditions

The smooth and efficient running of the exhibition arises from the spirit of co-operation that exists between the exhibitors', the organisers, the venue, the authorities and all other parties concerned.

It is, however, necessary that these terms and conditions and all other requirements imposed by the organiser, the venue, the authorities and other parties be observed to ensure the efficient conduct of the exhibition.

The organiser requires that all exhibitors observe and carry out these terms and conditions. It should be noted that in the event of a dispute as to the interpretation of these terms and conditions the decision of the organiser shall be final.

1 DEFINITIONS

In the context of this document, the following terms and defined meanings shall apply.

- 1.1 "Organiser" shall mean Dogan Exhibitions & Events (Pty) Ltd t/a the Rand Show and its affiliates.
- 1.2 "Exhibitor" shall mean the company that is the signatory to the Agreement and includes all employees or agents of such. In the case of "joint ventures" howsoever described, the Exhibitor is deemed to have obtained the consent of all the individual participants to the terms and conditions of this contract.
- 1.3 "Exhibition" shall mean the event described on the front of the Agreement.
- 1.4 "Facility" shall mean a defined portion of the exhibition facilities within the Johannesburg Expo Centre as shall be specifically allocated by the Organiser to the Exhibitor and more fully defined on the face hereof.
- 1.5 "Expo Centre" shall mean the immovable property including all improvements, exhibition halls, buildings and structures located at the corner of Rand Show and Nasrec Roads, Nasrec, Johannesburg.
- 1.6 "Agreement" shall mean the Agreement to Exhibit concluded between the Organiser and the Exhibitor in terms of which the Facility is hired for the Exhibition which is governed inter alia by the General Rules and Regulations for Exhibitors (the "Rules"); the Johannesburg Expo Centre Rules and Regulations for Tenants; the Occupational Health and Safety Act, No. 85 of 1993; the Disaster Management Act No. 57 of 2002; the Consumer Protection Act No. 68 of 2008 (the "CPA") and the municipal by-laws of the City of Johannesburg and all applicable emergency legislation.
- 1.7 The Rules will be made available to the Exhibitor and shall be deemed to be conditions of the Agreement and the Exhibitor acknowledges that a copy of such Rules was exhibited and made available to it prior to the Exhibitor signing the Agreement. The Rules will be incorporated in the Exhibitors Manual published by the Organiser prior to the Exhibition. The Exhibitor shall comply and cause third parties as well as invitees to comply with all provisions of the Rules.
- 1.8 The Agreement together with the Rules and Regulations of the Exhibition constitutes the entire agreement between the parties and no warranty, representation, promise, amendment, alteration, variation or waiver of the terms and conditions shall be of any force and effect unless reduced to writing and signed by both parties.
- 1.9 The Agreement shall be governed by the laws and customs of the Republic of South Africa.
- 1.10 In the Agreement words relating to the singular shall include the plural and vice versa; words relating to any gender shall include the other genders; and words relating to natural persons shall include associations of persons having status by statute or common law and vice versa.
- 1.11 No delay or admission by either party hereto in exercising any of its rights under the Agreement shall be construed by the other as a waiver thereof or as acquiescence in a default, nor as any novation of the Agreement, any exercise of only part of the right or rights aforesaid shall similarly not preclude subsequent enforcement of any such right or rights as may have been fully exercised.

2 BASIC AGREEMENT

- 2.1 The Organiser hereby grants the rights to the Exhibitor to use the Facility to its full potential at the Expo Centre for the duration of the Exhibition, including build-up and breakdown periods, upon the terms and conditions set out in the Agreement.
- 2.2 The Exhibitor acknowledges receiving the said grant to the Facility upon the basis of a voetstoots receipt acknowledging further having fully inspected same to have found the Facility in all respects to its total satisfaction, same being received in good condition as it prevails at the commencement of the period of the Exhibition.
- 2.3 Allocation of the Facility shall be made on the face of the Agreement and shall be duly signed by the Exhibitor, or a person duly authorised by the Exhibitor. Where the Exhibitor is acting as an agent, factor or licensee or in any other case where the Exhibitor is not acting as a principal, the Exhibitor shall disclose the name of its principal. This allocation shall not be binding on the Organiser until accepted on its behalf by a duly authorised employee signing in the space provided for on the face hereof. Pending acceptance hereof, the allocation cannot be withdrawn and upon such acceptance shall be an agreement binding between the Exhibitor and the Organiser, the Exhibitor being obliged to exhibit.

- 2.4 Upon acceptance of the Agreement, the Exhibitor shall pay the Organiser the first sum due immediately and the balance on the date shown on the face of the Agreement. When acceptance is after the last due date, then the full amount due in respect of the Facility shall immediately be payable. Interest at a rate of prime plus 2% per annum shall be charged on all amounts that are overdue by the Exhibitor to the Organiser from the date such amount is due until the date of payment received.
- 2.5 Should the Exhibitor fail to:
- 2.5.1 make any of the payments referred to in clause 2.4 hereof; or
 - 2.5.2 exhibit; or
 - 2.5.3 abide by any other terms of the Agreement.
- Then in such event/s the Organiser shall have the right, but not be obliged to cancel the Agreement without notice and to reallocate the Facility (or any other Facility allocated in terms of the Agreement), in which event the Exhibitor shall remain liable to the Organiser for all amounts due in terms hereof and furthermore be liable to the Organiser for any damages incurred as a result of any of the foregoing event/s.
- 2.6 **Cancellation**
The Agreement is binding and may not be cancelled and shall remain in force until all outstanding payments have been met. Any exhibitor who elects not to make use of the Facility sold in terms of the Agreement will remain liable for the full amount of this the Agreement.
- 2.7 The signatory hereto warrants:
- 2.7.1 in the case of a company, he is a director thereof;
 - 2.7.2 in the case of a closed corporation, he is a member thereof;
 - 2.7.3 in the case of a partnership, he is a partner thereto;
 - 2.7.4 in the case of a sole proprietorship, he is the sole proprietor thereof;
 - 2.7.5 in the case of a government institution or association, he is a duly authorised servant thereof;
 - 2.7.6 in the case of none of the above, the person signing the Agreement is duly authorised thereto.
- 2.8 If the Exhibitor is a company or closed corporation, or any other legal body other than a natural person, the person signing the Agreement on behalf of the Exhibitor hereby binds himself/herself joint and severally in favour of the Organiser as surety for and co-principle debtor with the Exhibitor for the due and punctual performance of an compliance by the Exhibitor with its obligations to the Organiser in terms of the Agreement.
- 2.8.1 If the party signing the Agreement on behalf of the Exhibitor has not been authorised to do so the Exhibitor hereby agrees that in such case its members, directors or partners as the case may be shall be personally liable for all obligations in terms of the Agreement.

2.8.2 **CONSUMER PROTECTION ACT**

(Please tick appropriate block)

- Net Asset Value:

Exceeds R2 Million Less Than R2 Million

- Annual Turnover Exceeds:

R2 Million Less Than R2 Million

3 **CONDITIONS OF PAYMENT**

- 3.1 Any dispute by the exhibitor with any exhibition event services provided the Organiser or any affiliate, or with the amount charged for same shall be reported to the Organiser, in writing, within 3 days from the date of invoice relating to same, time being of the essence (but such dispute shall not affect the Exhibitor's obligation to make payment within 14 days as set out below). Failure to report any such dispute within such time shall constitute a waiver of any claim by the Exhibitor with respect to such dispute. Whether sums are due under contract or open account. It is understood that all invoices are due upon receipt and are considered delinquent if not paid within 14 days from the date of invoice or the date as indicated on the invoice.
- 3.2 The Organiser reserves the right to make an additional charge to the Exhibitor equal to any amount charged to them for any services supplied whether specifically ordered or not. The Organiser accepts no responsibility for breakdown or failure of any of the services provided for or in connection with the Exhibition.
- 3.3 Should timely payments not be made as stated the Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs that may be incurred by the Organiser or any affiliate in pursuing and collecting payment. The liability of the Exhibitor shall be joint and several with third parties.
The party executing the Agreement on behalf of the Exhibitor acknowledges that it has the authority to do so and that by its execution it has cause the Exhibitor and third parties to be jointly and severally bound by the terms hereof. The Exhibitor represents that third parties will immediately be notified of the terms hereof. Notwithstanding to whom bills are rendered the Exhibitor and third parties shall remain jointly and severally obliged to pay to the Organiser the amount of any bills rendered by the Organiser within the time specified and until payment in full is received. Payment by the Exhibitor to third parties or by third parties to the Exhibitor shall not constitute payment to the Organiser.
- 3.4 Whilst the Agreement shall have become established as detailed herein, all rights and benefits flowing therefrom in favour of the Exhibitor shall remain suspended until the Exhibitor shall have fully paid the agreed contract price to the Organiser.
- 3.5 Payment by the Exhibitor of the specified deposit together with its conveyance in the appropriate form of the Agreement to the Organiser will convert the allocation to a secured and confirmed Facility pending the final payment of the outstanding contract price by the Exhibitor in terms of Clause 3.4.
- 3.6 Until such time as the specified deposit shall have been paid in terms of 3.5, the allocation of the Facility shall remain of a tentative nature, and at all times free to be re-allocated by the Organiser to any alternate Exhibitor in its sole discretion and upon simple noticed to that effect being given to the former Exhibitor. A failure to pay any contract monies in strict accordance with the stipulated times for payment, will constitute a material breach of the Agreement.
- 3.7 Only for as long as the Exhibitor shall have maintained all payments in terms of the Agreement on the due date/s, will it be entitled to receive access to its reserved Facility as may be necessary in the furtherance of it's planning for the Exhibition.
- 3.8 Payments made by post will only have been validly made when the payment is received by the Organiser and, if made in terms of any instrument other than cash, when such instrument has been honoured. Furthermore, the Exhibitor bears the risk of such payment not being delivered by post timeously or at all whether as a result of loss, theft, delay or any other reason.
- 3.9 In the event that any payment remains due to the Organiser less than 14 days prior to the opening of the Exhibition, the Exhibitor shall be required to pay the Organiser by bank transfer or credit card. The Organiser reserves the right to refuse cheque payments.

4 **BREACH**

- 4.1 In the event of a breach by any party or any term or condition of the Agreement, the aggrieved party shall only be entitled to seek relief in terms hereof, after giving to the default party written notice to remedy same within the following parameters.
- 4.1.1 should the breach materialise within the period of 3 months prior to the commencement date of the Exhibition, 5 days;
 - 4.1.2 should the breach materialise within the 2 months prior to the commencement date of the Exhibition, 24 hours;
 - 4.1.3 should the breach materialise during the Exhibition, 5 hours, these hours to run daily between the period of 10h00 – 17h00 daily.
- 4.2 By virtue of the inherent nature of the Exhibition time, as contemplated in 4.1 is acknowledged by all parties to be of the absolute essence.
- 4.3 Without prejudice to any other rights whether under common law or in terms of the Agreement the parties reserve their right to any other or additional claim or claims which the aggrieved party may have against the defaulting party in Law, and in the event of a breach of any term or condition of the Agreement, not being remedied the aggrieved party shall have the right and option forthwith either to cancel the Agreement or to institute proceedings for specific performance against the party in breach and without any further notice, with or without any additional claim for damages arising from such breach.
- 4.4 All legal costs incurred shall be recoverable by the aggrieved party on the scale of attorney and own client.
- 4.5 The domicillium et executandi shall be those addresses of the Exhibitor and the Organiser as recorded on the face of the Agreement.

5 USE OF THE FACILITY

- 5.1 The exhibitor contracts to use the Facility for the duration of the Event in conformity with Organiser guidelines. The Organiser has the right to reallocate the stand at its discretion. The Exhibitor and its representatives shall conduct themselves in a business-like manner. In cases of disruptive and/or unprofessional behaviour the Organiser and/or the Exhibitor has the right to ask disruptive individuals to leave its Facility. The Organiser reserves the right to revoke participation from such individuals. Exhibitors may not obstruct overall view or hide the exhibits of others.
- 5.3 Only items which, are in the Organiser's opinion, within the scope of the Exhibition may be exhibited or otherwise displayed or made available from the Facility. Goods, cards, advertisements or photographs of persons/companies who are not Exhibitors may not be displayed.
- 5.3 It will be the responsibility of the exhibitor who contracts the space to maintain personnel in the Facility at all times during show hours. Any Exhibitor who starts to pack or dismantle their Facility prior to the close of the Exhibition will be charged a fee of R10,000 and may forfeit any seniority due to future shows.
- 5.4 Unusual or specifically built custom-built stands must have Organiser approval. The Organiser reserves the right to restrict or remove exhibits that are distracting or distract from the character of the Exhibition or which compromise the Health and Safety regulations governing the Exhibition. Stands must be set up prior to the opening of the Exhibition. Management has the right to reallocate a Facility at its discretion if the Exhibitor has not appeared or begun to set up the stand 48 hours prior to the opening of the Exhibition. The Exhibitor will assume the cost of any additional services/equipment required for their respective Facility.
- 5.5 The Exhibitor shall not assign, sublet, share or apportion the whole or any part of the Facility or have representatives, products, equipment, signs or printed materials from other than its own company contracted in the assigned space without the prior, written, consent of the Organiser.
- 5.6 All exhibitor promotional material and goods are limited to the designated Facility. The Exhibitor may not carry out publicity activities outside the boundary of the Facility or in front of the Expo Centre without written permission from the Organiser. Acoustic presentations are permitted only if they are arranged in a way that other exhibitors are not disturbed by them and visitors are not disturbed or hampered by them. The Organiser reserves the right to stop or cause to be stopped any publicity and/or presentation and/or acoustic events that have not been approved and do not meet the standards of the Exhibition.
- 5.7 The Organiser reserves the right to amend the Facility indicated on the face of the Agreement by an amount not exceeding 10%. In such event, the cost will automatically be adjusted at the rate per square metre quoted on the face hereof by the Organiser which will do everything possible to ensure that exhibition stands when built conform in layout to the plan provided to exhibitors. The organiser shall not be held responsible in the event of modifications brought about by structural or other limitations.
The Organiser shall furthermore have the right to another Facility if in the opinion of the Organiser such a move is necessary for the overall presentation and in the interest of the Exhibition.
- 5.8 The Expo Centre or City of Johannesburg Fire and/or Safety officials shall be entitled to issue written directives from time to time with regard to the methods and material of construction, stand layout, design and quality of installation and the Exhibitor shall timeously comply with such directives.
- 5.9 After completion of the installation the Expo Centre or City of Johannesburg Fire and/or Safety officials shall be entitled to require the Exhibitor to make such additions or changes to the installation as they in their sole discretion require.
- 5.10 Exhibitors shall be totally responsible for the cost of restoring to its original condition any part of the land or structure occupied by them which has been altered or damaged in any way. The exhibitor shall hold the Organiser safe and harmless for all loss or damage suffered by or arising from any act or default of any servant, agent or subcontractor of the Exhibitor.
- 5.11 All exhibits and stand fitting materials must be removed from the Expo Centre by the close of the breakdown period, and the Exhibitor shall not enter, store or carry out any work at the Expo Centre prior to the period stipulated by the Organiser. The Exhibitor will compensate the Organiser for any expenses incurred through failing to comply with this condition.
- 5.12 The Exhibitor shall not, without the prior written consent of the Organiser, display, exhibit or bring into the Expo Centre any explosives, radioactive, flammable, dangerous or hazardous substances or any such item which may cause noxious fumes or make use of, or display any materials which may involve a danger to the health and safety of any person.

6 PREVENTION OF PRODUCT PIRACY

- 6.1 The Exhibitor undertakes to display exhibits manufactured, dealt with or stocked by it, or associate, or subsidiary organisations, or for which it is the accredited dealer agent, licensee or stockist. The Exhibitor shall not exhibit any products which may be considered parallel/grey imports, or which infringe any copyright.
- 6.2 The Exhibitor hereby declares bindingly and irrevocably that he himself created the products he is exhibiting or, respectively, that they are authorised copies or imitations of other suppliers or third parties.
- 6.3 The Exhibitor also undertakes to respect the priority property rights of third parties. If an infringement of property rights of any kind is brought to his attention during his participation in the Exhibition the Exhibitor hereby undertakes to remove the product/s concerned from his Facility. He expressly notes that, in the event of a violation of this undertaking and application of the requirement the Organiser is entitled to bar him from taking part in this and future Exhibitions.

7 INSURANCE

- 7.1 The Exhibitor must obtain his own insurance in respect of staff, vehicles, goods and displays. The Exhibitor is advised to take out the necessary insurance cover for all eventualities.
- 7.2 The Organiser will not be responsible for the safety of any articles of any kind brought into the Exhibition by the Exhibitor, its servants, agents, contractors, and members of the public or any person of whatsoever nature. The Exhibitor is required to ensure that it is fully insured for the duration of the Exhibition, including build-up and breakdown periods, and shall furthermore take out and maintain such public liability insurance cover at its own cost in order to specifically ensure and safeguard the interests of the Organiser and all persons likely to enter upon the Facility and as may suffer any risk or personal injury or damage to property as a result.

8 EXCLUSION OF LIABILITY

- 8.1 The Exhibitor shall indemnify and hold the Organiser harmless in respect of all costs, claims, demands and expenses of whatsoever nature to which the Organiser may in any way be subject as a result of loss or injury arising to any person as herein before described however caused as a result of any act or default of the Exhibitor, its servants, agents, contractors, members of the public or any other persons of whatsoever nature.
- 8.2 The Organiser shall not be responsible for the loss or damage to any property of the Exhibitor or any other person, for the loss of, or damage or destruction to same by theft or fire or other cause whatsoever or of any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in a building caused by fire, storm, lightning, national emergency, war, labour disputes, strikes or lock-outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organiser, whether ejusdem generis or not, or for any loss or damage occasioned, if by reason of the happenings of any such events, the opening of the Exhibition is prevented or postponed or abandoned or a building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings and for their proportion of the shell scheme and furthermore for physical loss or damage to the basic shell scheme stand. As the Organisers will accept no responsibility for any of the matters aforesaid, the Exhibitor must cover himself by insurance in respect thereof to any extent available and the Organiser reserves the right to demand sight of such a policy.
- 8.3 In no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to in Clause 8.2 or otherwise, or of the Expo Centre become wholly or partially un-available for the holding of the Exhibition for reasons beyond the Organiser's control, and the Organiser shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organiser shall consider necessary.
- 8.4 If, in the opinion of the Organiser, by rearrangement or postponement of the period of the Exhibition or by substitution of another hall or building or any other reasonable manner the Exhibition can be carried through the contract for space shall be binding upon the parties except as to the size and position as to which any modification or rearrangement they consider necessary shall be determined by the organiser.

- 8.5 The Organiser shall not be liable for the number of visitors or sales generated from participation.
- 8.6 Exhibitors will be totally responsible for the obtaining of visas and customs clearances for their staff, agents, products or services and in no event shall there be any claim for damages or otherwise against the Organiser in respect of any loss or expense relating thereto.
- 8.7 In case the Organiser suffers any damage or is held responsible by third parties due to the non-compliance or due to any act or omission attributable to the Exhibitor or to third parties acting on behalf of or in the interests of the Exhibitor, then the Exhibitor shall indemnify and hold harmless the Organiser. The duty to indemnify and hold harmless the Organiser shall also apply to the Expo Centre by the Exhibitor or by third parties acting on behalf of, or in the interests of the Exhibitor.

9 SAFETY AND LIABILITY

- 9.1 All national, provincial and municipal by-laws shall be observed during the Exhibition in the Facility. The exhibitor shall observe all safety regulations of the Expo Centre, directives by security personnel and the Organiser. The Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by stand construction, stand equipment, exhibits and any employees acting on its behalf. The exhibitor shall obtain all required permits prior to the commencement of the Exhibition and have them available for inspection by the Organiser.
- 9.2 Members of the police, fire brigade, rescue services, safety officers and representatives of the Organiser must give access to all stands at all times. Their instructions are to be obeyed
- 9.3 The Organiser or its representatives are entitled to check at any time that security regulations are being observed. The Organiser is authorised to order the immediate rectification of a situation which does not conform to regulations by the Exhibitor and to prohibit at all times any operation which is against regulations. At any time the Organiser may stop the operation of machines, appliances, etc. and prohibit renewed operation, if it considers such operation to constitute a danger, or if other exhibitors or visitors are disturbed or bothered by them. The decision of the Organiser is final.
- 9.4 The exhibitor is responsible for observing all regulations concerning food processing and distribution. This also applies to samples distributed free of charge. Distribution of drinks and meals by the Exhibitor against payment is not permitted.

10 DATA PROTECTION

- 10.1 The Exhibitor explicitly agrees with the storage, processing or forwarding of personal data by the Organiser, including the use of automatic data processing systems, inasmuch as this is necessary for the purposes of the Organiser and its affiliated companies has a justified interest in the business purpose.

11 ALTERATIONS

- 11 The Organiser reserves the right to alter, add to, or amend any of these terms and conditions and the decision of the Organiser shall be final. No alteration, addition, amendment or waiver to, or of, these terms and conditions shall release any Exhibitor from its Agreement.

12 EXHIBITORS MANUAL & BULLETINS

- 12.1 An Exhibitors Manual will be issued to each Exhibitor containing detailed instructions for the organisation of the Exhibition.
 - 12.2 The Organiser will designate an exhibitor portal where bulletins may from time to time be published.
- 13 The Organiser cannot accept any complaint or claim against them unless it is submitted in writing to the address given on the face of the Agreement in 2 weeks of the closing date of the Exhibition.

14 WARRANTIES & LIABILITIES

- 14.1 As allowed by law, or except where this Contract states, the Organiser
 - 14.1.1 does not make any representations or warranties about the Facility
 - 14.1.2 is not liable for any person's injury or death, property damage, economic loss, or any indirect, special or consequential damages pertaining to the Exhibition
- 14.2 The Exhibitor indemnifies the Organiser from and against any claims, damages, losses and costs it may incur because of:
 - 14.2.1 any breach of the Agreement which the Exhibitor may make
 - 14.2.2 any acts or omissions of the Exhibitor to do with the Exhibition, including any negligence and wrongdoings.
- 14.3 No representation by the Organiser regarding the anticipated levels of attendance by Visitor and other Exhibitors at the Exhibition shall form part of the Agreement and whilst every effort is made to promote the Exhibition and ensure it is a success for all concerned, no guarantees or warranties will be given.
- 14.4 The Organiser does not warrant the supply of electricity to the Expo Centre and the Exhibitor acknowledges that the supply of electricity during the Exhibition is subject to supply by the municipal authorities
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