

EVENT TERMS AND CONDITIONS

MANAGEMENT: The Event will be conducted under the direction of Messe Frankfurt, Inc., 1600 Parkwood Circle, Suite 515, Atlanta, Georgia; designated as “Management” in this document. An “Exhibitor” is an applicant that has been accepted for participation in the Event by Management. Acceptance of an Exhibitor shall be in written confirmation. The issuance of a Booth confirmation notice, in response to a submitted Exhibitor Contract, shall conclude the contact of participation between Management and the Exhibitor. The Exhibitor and Management acknowledge these Event Terms and Conditions as the elements of the contract of participation. Violations of any of the Event Terms and Conditions of the contract shall entitle Management to exclude an Exhibitor from the Event and seek remedies for damages caused by such violations. The Exhibitor must comply with the Event Terms and Conditions relating to the officially designated show contractors, the facility, and government authorities.

CONDITIONS OF PAYMENT: Any dispute by Exhibitor with any exhibition, event services provided by Management or any affiliate, or the amount charged for the same shall be reported to Management in writing within 15 days from the date of invoice relating to same, time being of the essence (but such dispute shall not affect Exhibitors obligation to make payment within 15 days as set forth below). Failure to report any such dispute within such time shall constitute a waiver of any claim by 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 15 days from the date of invoice or the date as indicated on the invoice. Should timely payments not be made as stated, Exhibitor agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorney fees and court costs which may be incurred by Management or any affiliate in pursuing and collecting payment. The liability of Exhibitor shall be joint and several with Third Parties. The party executing this agreement on behalf of Exhibitor acknowledges that it has the authority to do so and that by its execution it has caused Exhibitor and Third Parties to be jointly and severally bound by the terms hereof. Exhibitor represents that Third Parties will immediately be notified of the terms hereof. Notwithstanding to whom bills are rendered, Exhibitor and Third Parties shall remain jointly and severally obligated to pay to Management the amount of any bills rendered by Management within the time specified and until payment in full is received by Management. Payment by Exhibitor to Third Parties or by Third Parties to Exhibitor shall not constitute payment to Management and only those payments made directly to Management shall be credited against the Exhibitor’s obligation to Management.

USE OF EXHIBIT SPACE: The Exhibitor contracts to use the booth for the duration of the Event in conformity with Management’s guidelines. Management has the right to relocate a booth at its discretion. The Exhibitor and its representatives shall conduct themselves in a business like manner and allow any and all individuals including other exhibitors, entrance to their booth during the Event hours. In cases of disruptive and unprofessional behavior, exhibitor has the right to ask disruptive individuals to leave its booth. Show management reserves the right to revoke trade show participation privileges from such individuals. Exhibits may not obstruct overall view or hide the exhibits of others except for booths provided by Management or its official contractors. Unusual or specially built booths must have Management approval. Management reserves the right to restrict or remove exhibits that are distracting or distract from the character of the Event. Booths must be set up prior to the opening of the Event. Management has the right to re-allocate a booth at its discretion if the Exhibitor has not appeared or begun to set up the booth by 6:00 p.m. the evening prior to the opening of the Event. The Exhibitor will assume the cost of any additional services/equipment required for their respective exhibit space. Should a two-story booth be approved by Management, the Exhibitor agrees an additional charge of 50% of the exhibit space rental fee will apply.

BOOTH RESPONSIBILITY: It will be the responsibility of the company who contracts the space to maintain personnel in the booth at all times during the show hours. Any Exhibitor who starts to pack or dismantle their booth prior to the show announcement will be charged a fee of \$1,000 and could be prohibited from participation in future events. Exhibitor assumes responsibility and agrees to indemnify and defend INTIMA America, the Jacob Javits Convention Center and its subsidiaries and affiliates and their respective owners, employees and agents against any claims or expenses arising out of the use of the exhibition premises. The Exhibitor understands that neither INTIMA America nor the Jacob Javits Convention Center maintain insurance covering the Exhibitor’s property and it is the sole responsibility of the Exhibitor to obtain insurance.

EVENT SCHEDULE: The duration of the event, set-up times and hours of operation shall be published in the Exhibitor Manual. Construction and dismantling hours must be adhered to unless written approval is received from Management.

SALES ACTIVITIES: All sales activities must have written approval by Management; any royalties or commissions resulting from sales activity must conform with the Event Terms and Conditions. Exhibitors must comply with all local, State and Federal sales tax guidelines and regulations.

ADVERTISING AND PUBLICITY: All exhibitor promotional material and goods are limited to the designated display area. Exhibitors may not carry out publicity activities outside the boundary of the booth or in or near any portion of the Event facility, official Event Hotels or Event transportation without advance written permission from Management. 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. Management reserves the right, at its sole discretion, to prohibit and remove any publicity/presentations not previously approved or not meeting the standards of the event.

PICTURE AND SOUND RECORDINGS: No visual reproductions, including sketches, or sound recordings of exhibition samples, exhibition booths, seminars, demonstrations, or performances shall be permitted without written approval from Management. An Exhibitor will be entitled to make visual and sound recordings or drawings of its own booth or products exhibited during the hours of operation of the Event. Messe Frankfurt shall be entitled to make pictures and sound recordings, as well as sketches of exhibition booths or individual exhibits for the purpose of documentation or for its own publications.

MEDIA AND PRESS RELATIONS: Any activities conducted by the media whether arranged by the Exhibitor or separately shall be approved, conducted and coordinated through the Management Press Office.

EXCLUSION OF LIABILITY: In the event INTIMA America fails to take place as scheduled or is interrupted and/or discontinued or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, civil disturbance, act of war, act of God, fire, violence, building malfunction, inclement weather, epidemic, acts of domestic or foreign terrorism, emergency declared by any government agency for any other causes beyond the reasonable control of Show Management, including damage caused by visitors to the Event, other exhibitors or persons acting on their behalf; the exhibitor releases Show Management from all damages or claims for damages, including booth rental or entrance fee refunds.

SECURITY AND LIABILITY: All local, state and federal laws shall be observed within the facility and for the duration of the Event. The Exhibitor shall observe all safety regulations of the facility, directives by security personnel and Management personnel. The Exhibitor shall be liable for all damage to persons or property, economic losses which have been caused by booth construction, booth equipment, exhibits and any employees acting on its behalf. The Exhibitor shall obtain all required permits prior to the commencement of the Event and have them available for inspection by Management, the facility and government authorities. Management will provide Security during the construction of and dismantling times as well as throughout the duration of the Event, but will not be liable for the loss or damage of any exhibitor property.

INSURANCE: The Exhibitor is responsible to provide sufficient insurance protection.

CLAIMS: Any claims of the exhibitor shall be made in writing to Management no later than 14 days following the closing of the Event.

EXHIBITOR MANUAL: Specific information about booth construction, dismantling, transport companies, packing materials and rules, Exhibitor services etc. will be contained in the Exhibitor Manual.

PREVENTION: The Exhibitor shall not use any flammable decorations or coverings for display purpose. All fabrics or other material used for decoration purposes shall be flameproof. The Exhibitor shall comply with all applicable fire regulations.

BOOTH DISMANTLEMENT: The exhibition area is to be returned by the Exhibitor in the same condition as it was handed over. In the case of any damage to the exhibition area or the halls (structure, floor, cables, ducts, etc.), it shall be repaired at the Exhibitor’s expense. If the removal of the booth and contents is not completed by the specific time, Management may remove the booth and contents, and all costs for removal and storage or disposal will be at the expense of the Exhibitor. Management shall assume no liability for exhibits or contents left behind.

COMMERCIAL TRADEMARK AND OTHER COMMERCIAL RIGHTS: Messe Frankfurt expects exhibitors to honor commercial trademarks and other commercial rights. In case of documented trademark or other commercial right infringements, Messe Frankfurt reserves the right to exclude an exhibitor from the current and future events. This stipulation does not create an obligation for Messe Frankfurt to take such action. Messe Frankfurt does not accept any liability for commercial rights infringements that may be committed by an exhibitor.