



# Application Form Main Exhibitor

 Messe Muenchen South Africa (Pty) Ltd., P. O. Box 4367, Cresta, 2118  
**info@mm-sa.com**, Tel. +27 11 476 8093, Fax +27 11 478 4323

## 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
 **Trademarks** (As a dealer / distributor you are obliged to fill in which brands you will exhibit at food & drink technology Africa 2019)
**Please note: All represented trademarks/companies have to be officially applied as co-exhibitors.**

**Start of stand assignment:**  
**October 3, 2018**  
 (Space will be allocated on first come  
 first serve basis as per space availability)





# Product-group Categories Main exhibitor

## 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 2019 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   |

## Terms of Participation

Title of the fair  
food & drink technology Africa  
processing+filling+packaging+logistics

Venue: Gallagher Convention Centre, Johannesburg, South Africa

Duration: July 9–11, 2019

### Organizer Contact for Exhibitors from South Africa

Messe Muenchen South Africa (Pty) Ltd.  
PO Box 4367, Cresta 2118  
South Africa  
Phone +27 11 476 8093  
[info@mm-sa.com](mailto:info@mm-sa.com)  
[fdt-africa.com](http://fdt-africa.com)

### Contact for Exhibitors from outside South Africa

Messe Muenchen GmbH  
Messegelände, 81823 Muenchen  
Germany  
Phone: +49 89 949 20114  
[drinktec-worldwide@messe-muenchen.de](mailto:drinktec-worldwide@messe-muenchen.de)

### Terms of Participation

All prices indicated below are excluding all taxes such as value-added tax.

#### 1. Application

The Agreement is exclusively subject to the Organizer's terms of participation; the Organizer rejects any terms and conditions of the Applicant to the contrary or deviating from the Organizer'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 Organizer at the earliest opportunity or at the latest by the priority deadline.

#### Priority deadline for applications is October 3, 2019

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 MMG at the earliest opportunity or at the latest by the priority deadline. MMG is entitled and authorized by the Organizer to act and invoice on behalf of the Organizer.

With the application, the Applicant expresses to the Organizer 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 Organizer 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 fdt Africa 2019, Trade Fair for processing, filling, packaging and logistics, held at Gallagher Convention Centre, Johannesburg, South Africa from Tuesday 9 to Thursday 11 July, 2019;

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

**"Organizer"** – shall mean Messe Muenchen 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 authorized agent of the Organizer in respect of Applicants and/or Exhibitors having their principal place of business within Europe, Asia, Australia, Americas or Africa (except South Africa). MMG is entitled and authorized by the Organizer to act and invoice on behalf of the Organizer.

#### 3. Permitted exhibits and exhibitors

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

General importers and authorized 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 Organizer 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 Organizer 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 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 Organizer 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 Organizer.

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 Organizer's services, the Organizer 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 Organizer's prior written consent.

#### 5. Participation fees, lien

All prices indicated below are excluding all taxes such as value-added tax.

a) In the halls – Raw space (minimum stand size 12m<sup>2</sup>)  
Hall 12m<sup>2</sup> and above R 1850,00

b) In the halls – Shell Scheme Package (minimum stand size 12m<sup>2</sup>)  
12m<sup>2</sup> and above R 2650,00

The participation fee covers both the rental cost of the stand space as well as the Organizer's services for 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 Organizer organizes same, preparation and execution of forums and special shows insofar as they are organized by the Organizer or third parties by order of the Organizer, the mandatory entry in the catalogue and web-based index of exhibitors, supply of exhibitor badge entitlement as set out under clause 18 "Contractors and exhibitors' passes", supply of advertising materials, lighting and heating and cooling of the exhibition premises, provision of basic security services for Venue, regular cleaning of areas frequented by participants and visitors and traffic guidance assistance within the grounds of the Venue.

**The applicant shall be invoiced for 40% of the projected participation fee shortly after his application.** This first payment will be refunded if the applicant is not admitted to the Exhibition, but will be forfeited if the applicant withdraws unilaterally and completely from the undertaking. The Exhibitor shall receive an invoice for the remainder of the participation fee after stand allocation.

If the Exhibitor has ordered the Organizer services, the Organizer 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 Organizer. This applies in particular to obligations arising from previous events.

The Organizer 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 Organizer 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 Organizer 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 Organizer does not accept liability for damage to exhibits and stand fittings retained under this clause, unless the Organizer 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 commit to pay the amount owed to the Organizer, and the Organizer 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 Organizer a sum amounting to R 100.00 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 Organizer was responsible for the incorrect details. The Exhibitor shall be ultimately responsible for failure of third parties to pay.

#### 6. Terms of payment

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 at least one month prior to the exhibition.

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 workers' and 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 in all MMG invoices, which are connected with the event, are to be paid in EUR, 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. All invoiced amounts by the Organizer, which are connected with the Exhibition, are to be paid in ZAR, 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 Organizer is authorized to assign a stand area to the Exhibitor, which might deviate from the information in the application. A deviation is considered acceptable if the Organizer does not receive the Exhibitor's rejection of the allocation of the stand area, in writing, within 5 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 Organizer 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 Organizer because of such changes nor do such changes amount to a breach of this Agreement.

#### 8. a) 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 Organizer 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 Organizer 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

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The Organizer in terms of this Agreement on the due dates thereof and the Organizer shall be entitled to accept and recover such payments without prejudice to and without in any way affecting the Organizer's claim for cancellation. Should the dispute be resolved in favour of the Organizer, 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 Organizer by reason of the cancellation and the unlawful holding over by the Exhibitor.

b) If the location, type, dimensions or size of the exhibition area rented by the applicant are subsequently changed so much that the applicant can no longer be reasonably expected to accept the exhibition area, the applicant is entitled to terminate the contract within 5 working days of receiving written notification by the organizer and monies paid by the applicant shall be refunded to him. In any other case, the applicant has no right to terminate the contract. If the applicant states that he is withdrawing from the contract, – then he shall have deemed to have renounced once and for all, his intention to take part in the trade fair. In such event, the organizer is entitled to re-let the stand area or use it itself without being obliged to do so.

Payment of the participation fee will be forfeited if the applicant withdraws unilaterally and completely from the undertaking. Notice of such cancellation must be given to the organizer by the exhibitor in writing. If the applicant states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, the organizer is entitled to re-let the stand area or use it itself without being obliged to do so. In the case that the organizer can re-let the stand area, the organizer must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; the exhibitor shall not have any further rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay 40% of the agreed participation fee as flat-rate compensation for expenses incurred by the organizer due to the fact that the exhibitor has withdrawn from the contract and cancelled his participation in the trade fair without being entitled to do so. The organizer's right to claim further damages remains unaffected.

### 9. Force majeure, cancellation of the event

If the Organizer 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 Organizer, in particular claims for damages.

If the Organizer 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 Organizer to hold the Exhibition, the Organizer 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 Organizer 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 Organizer is entitled to demand a penalty of R 10 000.**

### 11. Stand design and equipment

#### a) In the halls

The maximum stand construction depends on the allocation of the stand within the hall. A specification will be made available at a later stage to the Exhibitor. Further technical details are available in the technical guidelines.

#### b) Outdoor Area

The maximum stand construction height is 6,00 m. Construction of partially higher parts is subject to approval of the Exhibition management operation department and the project team for the Exhibition and depends on stand position and design and will only be granted in exceptional cases.

A more detailed specification will be made available at a later stage to the Exhibitor. Further technical details are available in the technical guidelines at a later stage.

All structures to be set-up in the outdoor area require the prior consent of the Organizers and permission from a governmental approved top level certified structural engineer.

Two-storey stand construction is permitted in the outdoor area with the approval of a structural engineer and a structural engineer's certificate must be submitted to the Exhibition management.

\* **Please Note:** Submission of an indemnity form is compulsory for all exhibitors and can be found in the exhibitor manual.

### 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. All exhibitors are legally responsible to conform to all applicable aspects of the Occupational Health and Safety Act 85/1993 (OHS Act) and other relevant Acts and Regulations.

### 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 to the Organizer. 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. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads from cranes is prohibited for safety reasons.

### 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 used from their stands by the respective timings stated in the "Operations Schedule". The Organizer 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.

### 15. 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.

### 16. 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.

### 17. 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 Organizer 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 Organizer at the instigation of the advertiser. Should third parties assert claims against the Organizer on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold the Organizer fully safeguarded against all claims asserted including all costs of any defense in court on the part of the Organizer. The same applies to exhibitor entries actuated by exhibitors in the Exhibition catalogue, the internet database or the visitor information of the Organizer.

### 18. Exhibitors' and Contractors passes

The Exhibitor's passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors one month prior before the exhibition starts. For the time in which the Exhibition is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Hall	
Registered m <sup>2</sup>	Passes
12 to 17	5
18 to 26	10
27 to 54	20
55 to 100	30

The number of Exhibitor's passes is not increased for co-exhibitors. Additional the 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 authorization from the Organizer. All exhibitors' passes are numbered.

Stand Contractor passes for show days are available in the numbers required and will be charged for. They can be purchased on site at the registration area during build up. Contractor passes must not be passed on to unauthorized third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the Exhibitor.

### 19. Confirmation letters

Once the stands have been allocated, the Exhibitor will be informed in writing together with further details concerning preparation and organization of the Exhibition.

### 20. Alterations

The Organizer reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

### 21. Complaints

Complaints about any defects in the stand or exhibition area are to be made in writing to the Organizer immediately on occupying the exhibition area, and at the latest on the last day of stand assembly, so that the Organizer can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against the Organizer.

### 22. Limitation of Liability

Neither the Organizer nor MMG shall under any circumstances be liable for any loss or damage which is suffered by the Exhibitor, its employees, agents, servants, contractors, 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 Organizer and MMG harmless against all risk in and to property brought onto the Venue by the Exhibitor, its employees, agents, servants, contractors, clients or visitors including property not owned by the Exhibitor.

The Organizer 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 Organizer and MMG shall not be liable to refund the Exhibitor any monies or portion thereof.

The limitation of the Organizer 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.

### 23. 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 Organizer, 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 Organizer 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.

### 24. 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 Organizer 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.

### 25. 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.

### 26. Photography, filming, video recording, and sketching

Only persons authorized by the Organizer 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 Organizer 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 Organizer's prior consent. Such photographs require the main

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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 Organizer and MMG are 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.

### 27. Intellectual property rights

When participating in Exhibitions organized by the Organizer, 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.

### 28. 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 Organizer.

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 Organizer. No waiver or abandonment by the Organizer of any of its rights in terms of this Agreement shall be binding on that the Organizer, unless such waiver or abandonment is in writing and signed by the Organizer.

No indulgence, extension of time, relaxation or latitude which any party may show, grant or allow to another shall constitute a waiver by the Organizer of any its rights and it shall not hereby be prejudiced or stopped 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.

### 29. 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 any purpose not related to the event, such as but not limited to ideological or political purposes.

### 30. Period of prescription

All the Exhibitor's claims against the Organizer arising from this Agreement, shall be lodged in writing to the Organizer within 6 (six) months of the closing date of the Exhibition, failing which they shall prescribe.

### 31. 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.

### 32. 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.

### 33. Confidentiality

The parties shall not reveal 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.

### 34. 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.

### 35. Authority

The Exhibitor warrants that it has full power and capacity and authority to sign the Agreement.

### 36. 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.

As of June 2018

Initial: