

## General Terms and Conditions

These terms govern your participation as an exhibitor at an exhibition fair organized by PETER SAUBER AGENTUR MESSEN UND KONGRESSE GMBH, a German private limited company registered in the District Court of Stuttgart (the "Host"). By registering for the fair, you are agreeing to these terms, which form a binding contract between the Host and the company or organization (the "Exhibitor") described in the overleaf Exhibit / Sponsorship Application Form submitted to the Host (the "Registration Form").

The Host and Exhibitor hereby agree as follows:

### 1. Price & Payment Terms

1.1 In exchange for reserving an exhibit stand (a "Stand") and (if applicable) providing sponsorship at the fair, the Exhibitor will pay the price(s) selected on the Form (the "Fees"), within 15 days of the Host issuing to the Exhibitor a corresponding invoice, plus all applicable value-added taxes or sales taxes. All payments must be made to the Host in the currency in which the Fees are expressed on the Form or the stated equivalent value of Euros. The Exhibitor is responsible for payment of any wire transfer or other bank fees associated with delivering the Fees to the Host.

### 2. Cancellation Policy – IMPORTANT TERMS

2.1 The Exhibitor may cancel its reservation for exhibit space, however, regardless of reasons, if cancelled within 6 weeks of the fair the Exhibitor will pay or forfeit to the Host the entire Fees selected on the Form, and if cancelled more than 6 weeks of the fair the Exhibitor will pay or forfeit to the Host 75% of those Fees. The Exhibitor is deemed to have cancelled its reservation if by 6:00 PM local time on the day before the fair the Exhibitor has not begun assembling the Stand at the reserved exhibit space.

### 3. Stand Reservation, Location, & Size

3.1 The Host will use reasonable efforts to rent to the Exhibitor the Exhibitor's first choice of location for the Stand at the fair, subject to availability. Once availability is confirmed and provided the Host has no other objections to the Exhibitor's offer, the Host will notify the Exhibitor of the location of the reserved exhibit space. However, the Host may relocate any reserved exhibit space in its sole discretion, provided that the new location for the Stand is the same category and size. Dimensions for the reserved space on the Form are approximate only and exhibit spaces may be up to 5% different than the stated dimensions.

### 4. Stand Design

4.1 The Exhibitor will design and construct the Stand in compliance with all requirements for design, construction, and placement of the Stand specified by the Host. These requirements might change, and might include without limitation: (a) required spacing from neighbouring stands; (b) partitioning the Stand from neighbouring stands; and (c) requirement to install flooring. The Exhibitor must not hang any materials from walls, drapery, windows, scaffolding, or aerial fixtures at the fair venue, and must ensure that Stands and marketing materials do not block aisles, fire exits, or fire extinguishers. The Exhibitor will ensure that all Stand materials and electrical wiring comply with applicable fire and electrical codes. After assembling the Stand the Exhibitor will dispose of all rubbish at least 2 hours before the fair begins in accordance with section 5.2.

### 5. Operating Fair Stand

5.1 The Exhibitor may only exhibit in the Stand those products and services indicated by the Exhibitor on the Form. At all times during the fair's hours of operation, the Exhibitor will ensure that a representative of the Exhibitor is present at the Stand and prepared to engage with attendees.

5.2 The Exhibitor will keep the Stand neat and tidy and will not permit rubbish to visibly accrue at the Stand during the fair. The Exhibitor will dispose of all rubbish in accordance with local laws (including separating recyclable material), and must not dispose of materials used to construct the Stand in consumer rubbish receptacles at the fair venue.

5.3 The Stand must not emit sound levels that, in the Host's discretion, are annoying to other exhibitors or attendees of the fair, or that could result in the Host being in breach of its contracts relating to the fair and its venue.

5.4 The Exhibitor may only distribute advertising materials within the Stand, and may not solicit attendees

or other persons within the aisles, at other exhibitor stands, or elsewhere in the venue for the purpose of distributing advertising materials to them. The Exhibitor may not carry on any activities at the fair that impede traffic flow through aisles or that create any condition the Host determines is hazardous.

### 6. Dismantling the Stand & Abandoned Goods

6.1 The Exhibitor must not dismantle the Stand or remove the Exhibitor's merchandise before the fair has ended. After dismantling the stand, the Exhibitor will dispose of rubbish in accordance with section 5.2.

6.2 If 3 hours after the fair ends the Exhibitor has not removed any materials or goods from the fair venue, the Host may treat those materials or goods as abandoned, may take possession and ownership of them, and may dispose of them in any manner the Host sees fit and will be entitled to the proceeds of their sale by the Host. The Exhibitor will reimburse the Host for all costs incurred by the Host for removing or disposing those materials.

### 7. Unforeseen Events & Refund of Fees

7.1 The Host may cancel or postpone the fair if it determines there will be insufficient attendees on the scheduled dates.

7.2 If an event outside of the Host's reasonable control occurs which renders the fair impracticable to hold on the scheduled dates, the Host may do one of the following:

- postpone the fair to any date, in which case no Fees will be refunded to, or due by, the Exhibitor except where the Exhibitor provides satisfactory evidence that the new dates conflict with another event or other obligations of the Exhibitor that would prevent it from attending the fair;
- shorten the fair, in which case no Fees will be refunded to, or due by, the Exhibitor;
- cancel the fair after it has started, in which case the Fees will be non-refundable to, or due by, the Exhibitor;
- cancel the fair less than 6 weeks before the scheduled start date, in which case 50% of the Fees will be refunded to, or due by, the Exhibitor;
- cancel the fair with 6 or more weeks and less than 3 months before the scheduled start date, in which case 25% of the Fees will be refunded to, or due by, the Exhibitor;
- cancel the fair more than 3 months before the scheduled start date, in which case the Fees will be refunded to, or not due by, the Exhibitor, except an amount allocated to the Exhibitor for the costs the Host incurred in organizing and securing the fair.

### 8. Insurance

8.1 The Exhibitor will take out and keep in effect a commercial general liability insurance policy, including personal injury, blanket contractual liability, and property damage, with respect to the activities conducted at the Stand and the fair by the Exhibitor, any person attending the Stand, and any person for whom the Exhibitor is in law responsible. That policy must be written on a comprehensive basis of not less than \$2,000,000 per occurrence, contain a severability of interests clause, contain a cross liability clause, name the Host as an additional insured, and contain a waiver of any rights of subrogation the insurer might have against the Host or those for whom the Host is in law responsible. At the Host's request, the Exhibitor will promptly provide the Exhibitor with a certificate of insurance confirming this policy is in place.

### 9. Liability Limits; Disclaimers – IMPORTANT TERMS

9.1 **Disclaimer. The Host will not be liable to the Exhibitor for any loss, damage, or injury to the property of the Exhibitor for any reason or cause whatsoever, including negligence of the Host.**

9.2 **No Statements of Fact.** The Host is making no representations or warranties about the fair, the exhibit space, the number of attendees at the fair, the venue for the fair, or any other matter whatsoever, and hereby disclaims to the fullest extent possible all implied warranties, including fitness for a particular purpose, accuracy, timeliness, and merchantability. The exhibit space is provided on an "as-is" basis.

9.3 **Limit on Indirect Liability. The Host will not be liable to the Exhibitor under or in relation to this agreement for: (a) indirect, special, incidental, consequential exemplary, or punitive damages; or (b) loss of use, data,**

**business, revenues, or profits, even if the Host knew or should have known those damages were possible and even if a remedy fails of its essential purpose.**

9.4 **Limit on Direct Liability. The Host's maximum aggregate liability under this agreement for any claim whatsoever—including without limitation negligence, other tort, or breach of contract—will be limited to the Fees paid by the Exhibitor.**

### 10. Indemnity – IMPORTANT TERMS

10.1 **Indemnification by Exhibitor. The Exhibitor will indemnify and save harmless the Host and its subsidiaries, employees, directors, officers, agents, partners, and contractors from all third party claims, actions, suits, demands, judgments, proceedings, and threats of them, which will or do result in the Host suffering any losses or liabilities whatsoever (including legal fees and disbursements), and which arise out of: (a) the Exhibitor's breach of these terms; (b) the Exhibitor's violation of any third party's intellectual property rights; (c) the Exhibitor's conduct or activities at the fair; or (d) the Exhibitor causing damage at the fair's venue.**

### 11. Recordings and Directory Listings

11.1 The Exhibitor acknowledges that the Host and third parties might make photographic, video, sound, or other recordings or artistic depictions at the fair venue, which might record or depict: (a) the directors, officers, employees, contractors, and agents of the Exhibitor; and (b) the trademarks, logos, slogan, trade dress, or other works in which intellectual property rights subsist (the "IP"). The Exhibitor will notify those persons that they might be recorded or depicted, and hereby grants to the Host a worldwide, royalty-free, revocable after the fair ends, sublicenseable, license to publish the IP in the fair's directory listing, publish the IP comprising of the logo and business name of the Exhibitor on the Host's website and any marketing materials for the fair, and to produce and publish any photographs, videos, or other recordings containing the IP for the purpose of promoting and operating the fair and the Host's services in operating fairs.

11.2 If the Host creates any directory listing of the exhibitors at the fair or marketing materials to promote the fair, the Host will not be liable for any errors or omissions with respect to the Exhibitor in those publications.

### 12. Compliance with Local Law

12.1 In fulfilling its obligations in these terms and in participating in the fair, the Exhibitor will comply with all laws, bylaws, and regulations that apply on one or more occasions at the fair venue, and will be responsible for any breach of those laws, bylaws, or regulations by its directors, officers, employees, contractors, and agents.

### 13. Host may Perform Exhibitor's Obligations

13.1 The Host may remedy any of the Exhibitor's breaches of this agreement, and the Exhibitor will reimburse the Host for 110% of those costs in doing so, the additional amount compensating the Host for its services in doing so.

### 14. Miscellaneous

14.1 The Exhibitor may not sublet or assign any part or the whole of the exhibit space, the Stand, or this agreement. The Host may transfer all of its rights and liabilities under this agreement to any third party that agrees in writing to accept and be bound by them.

14.2 By submitting the Form, the Exhibitor is making an offer open for acceptance by the Host, and which will be deemed accepted when the Host confirms the Exhibitor's reservation for an exhibit space.

14.3 These terms contain the entire agreement between the Exhibitor and the Host and any modifications not agreed in writing are void. This agreement will bind and benefit the parties and their respective successors and permitted assigns.

14.4 The provincial laws of British Columbia and federal laws of Canada govern these terms, without regard to conflict of law principles.

14.5 If any part of these terms is held unenforceable, the validity of all remaining parts will not be affected.

14.6 All notices to the Exhibitor may be delivered to the address of the Exhibitor on the Form, and notices to the Host may be delivered to: Wankelstraße 1, 70563 Stuttgart, Germany, Phone +49 711 656960-50, Fax +49 711 656960-99.