

# Fastener Fair Budapest Terms and Conditions

## 1. Duration of Exhibition

The Exhibition will be open from 9am – 5pm on the 6 and 7 September 2010. During these times stands and exhibits must not be covered up and staff must be in attendance. On no account will Exhibitors be permitted to remove goods from the Exhibition Grounds prior to 5pm on Tuesday 7 September 2010. Opening hours may be subject to alteration. The Organiser reserve the right to change the dates, location and duration of the Exhibition or to postpone the event without Exhibitors having the right to claim indemnity.

## 2. Payment for Space Only, Shell scheme Package, Furniture Package and On-line and Show Guide Media Options

Once the Contract has been accepted, Exhibitors will receive an Official Allotment with stand number from the Organiser to sign and return. Subsequently an invoice for the total amount due for the total space only or shell scheme package, with furniture package, if ordered, and on-line and show guide media option. A non-refundable deposit, of 25% must be received by March 1 2010. The final payment of 75% of the invoice is due on August 1 2010. For invoices issued after March 1 2010, the 25% deposit is due immediately and full payments by August 1 2010. Participation by Exhibitors is dependent upon the full cost being paid to the Organiser before taking up space in the Exhibition. If the remaining balance is not paid by the stated date the Organiser shall have the right to re-allocate the space. An Exhibitor is liable for the full cost of his booking under the terms of the "Cancellation of Space Only, Shell scheme Package, Furniture package and On-line and Show Guide Media Options clause.

## 3. Cancellation

An Exhibitor cancelling his Space Only, Shell Scheme Package, Furniture Package and On-line and Show Guide Media Options after official allotment of space is liable for 25% of the total cost until March 1 2010, and 100% of the total cost thereafter by way of liquidated damages. An Exhibitor reducing his space booking after official allotment of space is liable for payment of the total charge of his original booking. All cancellations must be made in writing. By cancelling stand space an exhibitor automatically cancels any online marketing packages he has booked. The costs for online marketing packages will not be refunded in case of cancellation.

## 4. Insolvency

In the event of an Exhibitor entering into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or, being an individual, committing any act of bankruptcy, or whether a company or an individual, calling any meeting of, or making any arrangement with, its/his creditors, or permitting any judgment to remain unsatisfied for seven days, or a receiver of any of the assets of the Exhibitor being appointed by any distress or execution being levied upon any goods or premises of the Exhibitor, the Organisers shall have the right to terminate any contract with the Exhibitor, to cancel the allotment of space and to retain all monies paid by the Exhibitor under such Contract.

## 5. Failure to pay

In the event of any amount being due to the Organiser from the Exhibitor, his exhibits shall be subject to lien.

## 6. Prohibition of Transfer

Exhibitors may not assign, sub-let or grant licences, in respect of the whole or any part of the space allotted to them, nor may any cards, advertisements, or printed matter of firms or companies who are not bona fide Exhibitors be exhibited or distributed from any stand.

## 7. Amendment to Hall Layout

The Organiser reserve the right to amend the plan of the Halls and move the position of stands if required by the Hall Owners, Fire Authorities or for any other reason.

## 8. General Instructions and Regulations

Exhibitors must comply with the Organisers' Regulations, the Rules and Regulations issued by the owner of the Exhibition Grounds, and all Statutory Regulations that have effect at the Exhibition Grounds.

## 9. Technical Rules

Details regarding the Technical Rules will be available in the on-line exhibitor manual. The Technical rules are a guide and step-by-step explanation to the Exhibition arrangements including Rules and Regulations which must be adhered to.

## 10. Exhibition Tenancy

Adequate time will be allowed by the Organiser for the erection of stands and technical connections, also for the dismantling of stands and the removal of all exhibits and contractors' materials. The dates and times for these operations will be shown in the Technical Manual. The Organiser reserves the right to remove at a cost to be passed on to the Exhibitor any materials or exhibits that may be abandoned within the Halls.

## 11. Stand Construction

Each Exhibitor will be provided detailed information about shell scheme options. All Exhibitors with space only must send detailed plans of their stand layout indicating length, width and height, to the Organiser for approval no

later than 8 weeks prior to the opening of the exhibition. No Exhibitor will be permitted to erect his display goods in such a manner as, in the opinion of the Organiser, obstructs the light or impedes the viewing along the open spaces or gangways, or to occasion inconvenience or otherwise affect the display of other Exhibitors. All Exhibitors must inform the Organisers of the names and addresses of any stand builder they may be using by the latest 28 days prior to the opening of the Exhibition.

## 12. Space Only Contracts

The Exhibitor is responsible for the construction of the stand including fixed walling to the perimeter of their stand where it adjoins another stand and stand spaces that are vacant as well as for floor covering and the prominent display of their allotted stand number.

## 13. Electrical Installations

General lighting within the Exhibition Facilities is supplied but an official contractor has been appointed, should exhibitors require extra lighting within their stands. Electrical installations are to be ordered from the appointed official contractor using the order form contained in the Technical Manual. No other electrical contractor is allowed to work within the Exhibition Halls.

## 14. Water, Waste and Compressed Air

To be ordered from the appointed official contractor on forms contained in the Technical Manual.

## 15. Dangerous Materials

The following are excluded from the Exhibition: explosives, detonating or fulminating compounds, and all dangerous or harmful substances. The use of compressed gas, liquid gas and flammable liquids is prohibited, any goods not approved by the Organiser must be removed from the building.

## 16. Fire Precautions

All materials used for building, decorating or covering stands must be made of non-flammable or flame resistant material. In the case of horizontal fabric structures, the fabric must be sprinkler-proof. Exhibitors must comply with any reasonable instructions given by the Organiser, or the Licensees of the Exhibition Halls, or any local or other Authority.

## 17. Photographs

No stand or article may be photographed, drawn, copied or reproduced in any way without the permission of the Organiser.

## 18. Noise Control

The use of product demonstration, video equipment, loudspeaker systems, tape recorders, film projectors or slide projectors is permitted provided the noise level is sufficiently low to avoid disturbance to visitors and other Exhibitors. The Organiser reserve the right to exercise their judgment in respect of an acceptable level of noise. Demonstration of noisy machinery must be kept to a minimum in order to avoid annoyance to visitors and Exhibitors.

## 19. Exhibits

Only companies in industry, trade and commerce whose products comply with the Category of Exhibits of Fastener Fair Budapest may exhibit. The decision to admit an exhibitor is at the discretion of the Organiser. The confirmation of stand space allocation signifies admission to exhibit and is valid only for the exhibitor or named therein. In the event of false assumptions or misinterpretations, the Organiser is entitled to revoke admission previously granted.

## 20. Co-Exhibitors

The principal exhibitor (Contract Partner) must enter names and addresses of any co-exhibitor/s on the Stand Space Application and Contract. The acceptance of co-exhibitors is governed by the criteria in the Exhibit Category Section. In addition, the Conditions of Participation apply to these companies. Transfer - even in part - of the rights and obligations arising from rental contract to third party is not permitted. Products/services of companies other than those specified on the Application for Stand Space and Contract must not be displayed or advertised on the stand. All co-exhibitors must have an on-line and show guide entry

## 21. Security and Cleaning

Security of the halls and exhibition area as well as general cleaning are arranged by the Organiser. Cleaning, security and maintenance of stands are the responsibility of Exhibitors. Official contractors are available for cleaning and security.

## 22. Limitation of Liability

The Organiser will not be responsible for the safety of any exhibit or property of any Exhibitor, its staff, contractors, or agents or any other persons, or for the loss of, damage or destruction to the same, by theft, fire or other cause whatsoever, or for any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in the building, fire, storm, tempest, lightning, national emergency, labour disputes, strikes, lockouts, 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 other loss or damage whatsoever, or if by reason of the happenings of any such events, the opening of the Exhibition is prevented, postponed or abandoned or the building becomes wholly or partially unavailable for the holding of the Exhibition or if the Exhibitor suffers any other damage whatsoever. As the Organiser will accept no responsibility for any loss or damage suffered by any Exhibitor, Exhibitors should cover themselves by insurance in respect thereof. Exhibitors should note that there are no circumstances under which the Organiser can either become contractually bound to an Exhibitor or be regarded as a principal or an agent in relation to any legal agreement into which an Exhibitor may enter with a contractor.

## 23. Law of Contract

This contract shall be deemed to be governed by English Law. Any notice document acceptance or other communication under or in connection with these contract conditions shall be sufficiently served or given if in writing and posted to or left at the last known business address of the company or person to be served and shall also be sufficiently served or given if sent by telegraphic facsimile transmission to the person to be served and service shall be deemed to be made or acceptance given on the day of transmission if transmitted before 4pm G.M.T. on a weekday but otherwise on the next following weekday.

## 24. Promotional Activity

The distribution of leaflets and promotion material shall be confined to the stand area and is not permitted elsewhere in the halls or exhibition grounds. Publicity shall be confined to promotion of exhibited goods and shall not be in breach of statutory regulations or good taste, nor shall it be of an ideological or political nature. The Organiser reserve the right to prohibit the display or distribution of advertising matter that could give rise to offence, and to confiscate the supplies thereof for the duration of the event. Optical, mobile and acoustic publicity aids are permitted provided they do not disturb neighboring Exhibitors. The use of audio and visual equipment, amplifiers, etc. and/or live performances by exhibitors at their stands is restricted and details are given in the Technical Manual. In all cases, Exhibitors are themselves responsible for obtaining, at their own expense, the relevant permits in terms of copyright licenses and/or performance approval from the respective authorities or institutions. The Organisers accept no responsibility in this respect nor any liability which may arise from an Exhibitor's failure to obtain clearance.

## 25. Intellectual and industrial property rights

The Fastener Fair does not welcome or endorse exhibitors who, through manufacture, sale, possession, dissemination or advertising of their products infringe intellectual or industrial property rights or contravene legislation protecting those rights. In the event that an exhibiting company infringes such laws, as demonstrated by an enforceable judgment of a court with competent jurisdiction, Fastener Fair shall be entitled to exclude such exhibitor from all or any future events it organises if it considers in its absolute discretion that there is any possibility that a repeated or new infringement of intellectual and/or industrial property rights might occur.

Exhibitors should be aware that a holder of intellectual and/or industrial property rights, whether an exhibitor or not, may commence legal proceedings that could result in statutory or other authorities removing exhibited products and literature, closing the exhibition stand involved, and requiring the payment of substantial financial securities amongst other available remedies. Fastener Fair will cooperate fully with any local authority entitled to carry out such actions during one of its events.

All exhibitors are reminded that it is their sole responsibility to ensure the appropriate protection of their intellectual and/or industrial property rights prior to the display or promotion of their products at the Fastener Fair. Fastener Fair will not, itself, initiate legal proceedings in relation to intellectual and/or industrial property rights. The holder of the intellectual and/or industrial property rights and not Fastener Fair may commence such proceedings in relation to infringement of those rights.

## 26. Access to Stands of Other Exhibitors

Exhibitors have no right of access to other stands outside the official opening hours unless permission has been obtained from the Exhibitor renting the stand.

## 27. Dismantling

Details of the dismantling period are given in the Technical Manual. On no account will Exhibitors be permitted to remove goods from the Exhibition Grounds prior to 5pm on Tuesday 7 September 2010. When vacated, the rented floor space must be left in its original condition.

## 28. Organiser

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