

Please complete the below and return to mike.nissen@hannoverfairs.com.au

EXHIBITOR DETAILS

Company

Street Address

Suburb

State

Postcode

Country

Web

Telephone

ABN

Contact Name

Title

Mobile

Email

PACKAGE DETAILS

A. Exhibition Stand		
Stand No.	Dimensions x	Stand Size m ²
<i>Please select correct rate below:</i>		
	Space only (\$/m ²)	Prebuilt Shell Scheme (\$/m ²)
9-36 sqm	\$625	\$695
45-89 sqm	\$595	N/A
90+ sqm	\$495	N/A
<i>Space only Inclusions: (min 18sqm). Concrete floorspace only, exhibitor directory listing. (Build, power, flooring, testing & tagging are the responsibility of the exhibitor).</i>		
<i>Prebuilt Shell Scheme: (min 9sqm). Floorspace, carpet tiles, white melamine walling within exposed aluminium frame, 2 x LED spotlights per 9sqm, 1 x 4amp power point per stand, fascia with company name & stand number, exhibitor directory listing.</i>		
Exhibition stand total (excl. GST)		\$

B. Additional Items			
Item	Rate	Qty	Sub Total
(i) Public Liability Insurance (PLI) <i>(All exhibitors must have PLI to the value of A\$20Million. The fee will be waived on receipt of a certificate of currency, valid for the period of the exhibition, including Bump-In and Bump-Out from 23-25 July 2024)</i>	\$237		
(ii) Co-exhibitor fee <i>(The Co-exhibitor form will be forwarded for completion. Fee is applicable for each co-exhibitor on your stand)</i>	\$567		
Additional Items Total (excl. GST)			\$

COST SUMMARY	
Section A Total	\$
Section B Total	\$
Sub Total	\$
GST (10%)	\$
TOTAL EXHIBITION COST	\$

PAYMENT OPTIONS

Electronic Funds Transfer (EFT) will be made to: Bank: CBA BSB: 062-000 Acc. No. 1622 7687

Online with Credit Card: Pay online using Mastercard/Visa/AMEX via our BPOINT credit card portal. *Please quote invoice number as the BPOINT Reference.*

By Cheque: Cheque to made payable to *Hannover Fairs Australia Pty Ltd* and mail to *PO Box H311, Australia Square NSW 1215.*

Tax Invoices will be supplied for your records.

APPROVAL

I/We acknowledge that the submission of this Application Form shall be deemed to be a confirmation of our participation in CeMAT AUSTRALIA 2024.

I/We have read the terms and conditions (overleaf) and accept them as part of the contract to exhibit.

Signature

Date

Authorised Signatory Name

Job Title

RETURN APPLICATION FORM TO
Hannover Fairs Australia Pty Ltd
Suite 3.01, 60 Pitt Street
Sydney, NSW 2000, Australia

Note: For full PDF functionality, please download the latest version of Adobe Reader®.

1. Definitions

'Exhibition' shall mean CeMAT Conference & Exhibition event, which will take place from 23 July to 25 July 2024, in Melbourne, Victoria.
'Organiser' shall mean Hannover Fairs Australia Pty Ltd. 'Sponsor/Exhibitor' shall mean any person, firm or organisation who undertakes Sponsorship - inclusive of a stand space allocated by the Organiser in the Exhibition as part of the elected sponsorship package by the Sponsor/Sponsor/Exhibitor.
'Sponsorship Agreement' means the Hannover Fairs Australia Pty Ltd Agreement For CeMAT 2024 Conference And Exhibition attached to these terms and conditions.
'Insurance' shall mean Public Liability Insurance which is compulsory for all firms or organisations, whether the principal occupier and for any and all co-exhibiting firms or organisations.

2. Application for participation & acceptance

The submission of this Sponsorship Agreement shall be deemed to be confirmation of acceptance for Sponsorship and participation on your Stand space as outlined overleaf.
The Organiser is entitled to change the location of the Sponsor/Exhibitor's stand. In the case of any change in accordance with this clause, the Organiser will consult with the Sponsor/Exhibitor in relation to the location of a mutually satisfactory stand of similar quality location to the originally booked stand, but the final decision is in the Organiser's absolute discretion, acting reasonably. The Organising Committee reserves the right to refuse an application.

3. Rental of stand fittings, design and signs

The Sponsor/Exhibitor must consult and liaise with the Organiser's contractor (as notified to the Sponsor/Exhibitor) in relation to the individual design of the Sponsor/Exhibitor stand, including furniture, fittings, fixtures and utilities. Sponsorship is inclusive of Pre-Built Shell Scheme/Exhibition floor space as outlined on the Sponsor/Exhibitor Prospectus. NB: Where a larger stand space is elected by the Sponsor/Exhibitor, the additional stand space will require the completion and authorisation of an Exhibitor Application Form for Stand Space for the purchase.
Where the Sponsor/Exhibitor elects to appoint a Custom Stand Build for their stand, the design of the Sponsor/Exhibitor stand must be compliant with all applicable construction laws and regulations and with the Organiser's construction guidelines from time to time and is subject to approval by the Organiser. This Sponsorship Agreement and confirmation of its receipt do not constitute approval of the Sponsor/Exhibitor's proposed stand design. Unless otherwise specified in the scope of the Organiser's services, any costs incurred by the Sponsor/Exhibitor relating to the individual design of the Sponsor/Exhibitor's stand are the responsibility of the Sponsor/Exhibitor, regardless of any alterations made by the Organiser on the Exhibition floor.

4. Co-exhibitors

Stand areas are generally made available for the use of one Exhibitor only. In certain circumstances in its absolute discretion, the Organiser may agree to the use of the stand area by another person, firm or organisation through the acceptance of an AFSS made by the Exhibitor and countersigned by the proposed Co-exhibitor.
Each Exhibitor with a stand utilised by a Co-exhibitor will be charged an additional fee per Co-exhibitor.
To the extent that exercise by the Organiser of rights in relation to an Exhibitor may affect a Co-exhibitor, the Co-exhibitor acknowledges and agrees that the Organiser is not liable to the Co-exhibitor for any loss arising from the exercise of those rights.
The Exhibitor must ensure that any Co-exhibitor complies with these Terms. The Exhibitor is liable to the Organiser for any breach of these Terms by the Exhibitor, its Co-exhibitor, their employees, contractors or agents and for any loss, damage, cost or expense incurred in connection with the Exhibition caused or contributed to by the act or omission of the Exhibitor, its Co-exhibitor, their employees, contractors or agents.

4. Insurance

a) A one-time flat public liability insurance charge for the period of the Exhibition for up to AUD 20,000,000 (Insurance Charge) as indicated on the Sponsorship Agreement will be levied on the Sponsor/Exhibitor for itself.
b) The Insurance Charge will be waived for those Sponsor/Exhibitors that provide a copy of an existing public liability insurance policy, which covers it for legal liability for up to AUD 20,000,000 in respect of:
i) damage to any real or personal property, including any damage to the Exhibition venue or to any fitting, equipment or other property in the Exhibition venue; and
ii) injury to, or death of, any person arising out of or in connection with the Sponsor/Exhibitor's participation in or attendance at the Exhibition.
c) The Sponsor/Exhibitor must also affect and maintain at their own expense insurance on their own property, and that of their employees, agents and contractors, against fire, theft, damage or loss, howsoever caused. The period of insurance must be from the time the Sponsor/Exhibitor first enter the Exhibition venue until all their exhibits have been properly removed to the satisfaction of the Organiser (23 July– 25 July 2024). If the Organiser so requires the

Sponsor/Exhibitor shall provide proof to the Organiser that the Sponsor/Exhibitor have adequate insurance coverage.

d) The Sponsor/Exhibitor must also hold workers compensation insurance as required by law.

5. Terms of payment

A non-refundable deposit of 50% of the total stand space rental charges, plus 100% of the insurance charge (where purchased) are due by the due date specified on the Tax Invoice which will be provided by the Organiser to the Exhibitor/ Sponsor, to,
a) Initiate the production and promotion associated to this agreement, along with the allocated Exhibition stand space.
b) In the event of default of payment stipulated in this Agreement shall be deemed to be cancelled. In no circumstances will the Sponsor/Exhibitor be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
c) In all cases, the remaining 50% balance of this Agreement charges must be paid by 29 March 2024. Full payment by this date is a prerequisite for the Sponsor/Exhibitor's participation in the exhibition and the use of the stand space.
d) In the event of default of payment by the stipulated date in (5.c) this Agreement shall be deemed to be cancelled and the Organiser shall reserve the right to claim all payment due from the defaulting Sponsor/Exhibitor.
e) In the event that stand space rental charges are received and/or confirmed after 29 March 2024, a non-refundable payment of 100% of the total stand space rental charges/ Sponsorship and Insurance charges (where purchased) will become due and payable within 7 days of invoice by the Organiser. All payments must be made in full before 1 June 2024.
f) For other additional services specified in the Sponsorship Agreement and agreed to by the Organiser, payments must be made in full in advance when placing orders for services.

6. Withdrawals

a) By submitting the Sponsorship Agreement, the Sponsor/ Exhibitor undertakes to pay the total amount due under the agreement plus all additional Exhibition Stand space where purchased and a separate Sponsor/Exhibitor Application Form has been submitted which forms part of the Sponsorship Agreement along with any Insurance (where purchased).
b) If the Sponsor/Exhibitor wishes to withdraw from, cancel, alter, or reduce in any way their booking in the Exhibition, they must give written notice to the Organiser to do so. If the Sponsor/Exhibitor wishes to alter or reduce their booking, the Organiser is not obliged to vary the charges shown on the Sponsorship Agreement or associated extra Stand space Application Form. The Sponsor/Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
c) If the Sponsor/Exhibitor withdraws before 29 March 2024, the Organiser remains entitled to 50% of the total Sponsorship Agreement and addition Stand Space charges, plus 100% of the Insurance charge (where purchased). If the Sponsor/Exhibitor has not yet paid, the Sponsor/Exhibitor is obligated to pay those amounts within 7 days of giving notice of withdrawal. In any case, the Sponsor/Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.
d) If the Sponsor/Exhibitor withdraws after 29 March 2024, the Organiser remains entitled to 100% of the total of Sponsorship Agreement, additional Stand Space purchased and Insurance (where purchased) and no refund of payment (s) will be made. If the Sponsor/Exhibitor has not yet paid, the Sponsor/Exhibitor is obliged to pay those amounts within 7 days of giving notice of withdrawal. In any case, the Sponsor/Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

7. Limitation of liability and indemnity

To the fullest extent permitted by law, the parties agree that the Organiser, its directors, trustees, officers, employees, agents and representatives shall not be responsible for any losses, damages to property or injuries to the Sponsor/Exhibitor or its employees or agents arising out of or in connection with the Exhibition, except to the extent caused or contributed to by the Organiser's wrongful act or omission, negligence or breach of these Terms.
The Sponsor/Exhibitor indemnifies and holds the Organiser, its directors, trustees, officers, employees, agents and representatives harmless in respect of all costs, claims, liabilities, losses, demands, proceedings and expenses to which the Organiser, its directors, trustees, officers, employees, agents and representatives may in any way be subject and against all costs, claims, liabilities, losses, demands, proceedings and expenses (including but not limited to liabilities resulting from personal injury or death to members of the public, the staff of the local authorities, or staff of the Organiser or Sponsor/Exhibitors' staff, agents or contractors) caused or contributed to by any act or omission of the Sponsor/Exhibitor or any of their representatives, employees, agents, contractors or invitees arising out of or in connection with the Exhibition or by anything owned, operated, worked, exhibited, displayed, demonstrated by or under the control, direct or indirect, of the Sponsor/Exhibitor, or by anything sold or otherwise supplied in any way by the Sponsor/Exhibitor.

The Organiser shall not in any event be held responsible for any loss or damages whatsoever (including loss of profits suffered by the Sponsor/Exhibitor) as a result of any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of the Sponsor/Exhibitor's stand or for the failure of any service normally provided at the Exhibition venue, for the cancellation or part-time opening of the Exhibition either as a whole or in part, or for amendments or alterations to all or any of these Terms caused by any circumstance not within their control.

8. Security Responsibility

The Organiser, its directors, trustees, officers, employees, agents and representatives will not be responsible for the safety of property or articles of any kind brought into the Exhibition by the Sponsor/Exhibitors or any of their employees, agents or contractors, members of the public or any person whatsoever. At all times, security of exhibits, stands and furniture is wholly the responsibility of the Sponsor/Exhibitor.

Under no circumstances shall the Organiser be obliged to make good or accept any responsibility or liability however arising in respect of damage to or theft or loss of any property or articles however placed, deposited, brought into or left at the Exhibition venue either by the Sponsor/Exhibitor for its use or purpose or by any other person, and the Sponsor/Exhibitor must indemnify the Organiser, its employees, agents and offices in respect thereof.

9. Damage to the Exhibition venue

The Sponsor/Exhibitor shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the Exhibition venue or to any part or parts thereof or to any fittings, equipment or other property therein, and shall make good and pay for damages thereto (including accident damage and damage by fire) caused by act or omission of the Sponsor/Exhibitor, or any of their employees agents, representatives, contractors or persons by reason of the use of the Exhibition venue by the Sponsor/Exhibitor.

10. Compliance with laws

The Sponsor/Exhibitor must comply with all laws and policies (including but not limited to the policies of the Organiser and the owners and managers of the Exhibition venue) from time to time and all reasonable directions of the Organiser in connection with the Sponsor/Exhibitor's participation in the Exhibition.

11. Postponement or cancellation

If the event is rescheduled, relocated or shortened before the event start date, the signed contract agreement will apply to the new time, location or duration unless the company objects in writing within two weeks of receiving written notification from the Organisers. Should an objection notice be received the company will be able to utilise their investment towards the next event. If in the Organiser's absolute discretion, the Organiser determines that the Exhibition cannot be postponed and run within the appropriate future timeframe, or should be cancelled for serious cause, including circumstances not within the Organiser's reasonable control, the Organiser is entitled to cancel the Exhibition. Should this occur The Organiser will transfer the investment to the following year's event, honouring all existing pricing structures and entitlements. If the contract is not paid in full at the time of the cancellation, then the payment plan structure would also be rolled forward to mirror the agreed timeframes for the following year's event cycle.

12. Force Majeure

The Organiser will not be liable to the Exhibitor for any loss suffered, nor be in default under this Exhibition Contract for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, SARS, pandemics, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Organiser, or if the attendance at the Exhibition is adversely impacted by any of the events or causes nominated by this clause. In all such circumstances the Organiser shall be entitled to retain all moneys paid by the Exhibitor.

13. Movement of exhibit

- a) The Sponsor/Exhibitor shall bear the responsibility and expenses for the transport of exhibits to the Exhibition venue.
- c) The Sponsor/Exhibitor shall submit a list of exhibits to the Organiser at least thirty days prior to the start of the exhibition.

d) No exhibits or other related articles will be permitted out of the Exhibition venue before the conclusion of the exhibition. The Sponsor/Exhibitor shall indemnify the Organiser against any loss, damages, cost or expense incurred by reason of delay in moving exhibits or other related articles, or of damage to the Exhibition venue caused by the Sponsor/Exhibitor, their employees, contractors or agents moving exhibits or other articles.

14. Breach of these Terms

A material breach of these Terms may, in the Organiser's absolute discretion, result in the exclusion of the Sponsor/Exhibitor from the Exhibition, and the Sponsor/Exhibitor shall have no right to claim compensation or demand refund of any payments already made, or any loss or expenses, nor shall the Sponsor/Exhibitor be released from its contractual obligation to pay.

15. Co-operative Web-Marketing Agreement

The Sponsor/Exhibitor agrees to proactively promote their participation in the Exhibition in a prominent location on its website. Such promotion shall at a minimum include the CeMAT logo with embedded hyperlink to the main CeMAT event website. The Organiser will provide the content necessary for this purpose. The Organiser retains all intellectual property rights and grants the Sponsor/Exhibitor a non-exclusive, royalty-free, non-transferable licence to display the content provided to it, including the Organiser's trademark, on the Sponsor/Exhibitor's website for a period commencing 7 days after the acceptance by the Organiser of the Sponsorship Agreement and concluding on 27 July 2023 or any other earlier date notified to the Sponsor/Exhibitor by the Organiser.

16. Privacy

Information collected by the Organiser from the Sponsor/Exhibitor is used and stored in compliance with the Organiser's privacy policy, which is available on the CeMAT website www.cemat.com.au. This information is used only by the Organiser and its contractors to organise the Exhibition and is not disclosed to any other third parties. The Exhibitor Services Manual specifies, for each of the forms used to collect data, the names, addresses and roles of the likely contractor to which the information will be forwarded, the purpose of providing the information, whether submission is compulsory or optional, and the cut-off dates by which the information must be provided and cannot be changed.

17. Miscellaneous

- a) The Sponsor/Exhibitor understands that the Exhibition is a business event and that their presentation and participation reflect this, including but not limited to in respect of product distribution and attire for all personnel.
- b) The Organiser may in its absolute discretion provide assistance with visas to an overseas-based Sponsor/Exhibitor travelling to Australia for the Exhibition but will not do so until the Sponsor/Exhibitor has made full payment to the Organiser.
- c) The Sponsor/Exhibitor is prohibited from making any sales in exchange for cash at the Exhibition venue. The taking of orders requiring future payment is acceptable. Without otherwise limiting these Terms, the Organiser reserves the right to exclude the Sponsor/Exhibitor from the Exhibition if the Sponsor/Exhibitor breaches this clause, and no compensation shall be payable by the Organiser to the Sponsor/Exhibitor.
- d) The Sponsor/Exhibitor must have personnel in attendance at the stand during the entire opening hours of the Exhibition and must not pack up or otherwise dismantle the stand until the closing time of the Exhibition. Any Sponsor/Exhibitor in breach of this clause shall be considered a safety risk and to be actioned in accordance with the Exhibition venue's security policy.
- e) The Sponsor/Exhibitor must not assign or otherwise transfer any of its rights or obligations under these Terms.
- f) If the Organiser fails to enforce, or delays in enforcing, any of these Terms, this will not operate as a waiver and will not affect the Organiser's right to later require strict compliance with these Terms.
- g) These Terms record the entire agreement between the Sponsor/Exhibitor and the Organiser relating to the matters dealt with in these Terms and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.
- h) These Terms are subject to any obligations or prohibitions imposed on the Organiser by law from time to time, the exclusion or enforcement of which would contravene any statute or cause these Terms or any part of them to be void.
- i) Where a dispute shall arise concerning interpretation of these Terms, the English text of these Terms shall be deemed to be final.
- j) These Terms are governed by the laws of New South Wales and the Sponsor/Exhibitor submits to the non-exclusive jurisdiction of the courts of New South Wales.