

EXHIBITOR TERMS & CONDITIONS

1. Definition: In these rules and regulations the term 'Exhibitor' includes all 'employees or agents of such and the term 'Exhibition' will be deemed to mean the Exhibition element of the 'Nursery World Show 2017' event organised by MA Education Limited.

2. Charges for Exhibition Space: Exhibition space charges are indicated on the contract to exhibit booking form.

3. Payment of Space: Once Exhibitor's contract to exhibit booking form has been accepted and the exhibitor space has been allocated, Exhibitor is contracted to the exhibitor space. The payment schedule is as set out in the contract to exhibit booking form. Exhibitor must have made payment in full before Exhibitor will be permitted to install its display.

4. Cancellation of Space: In order to reserve stand space, MA Education may ask for a non-refundable deposit as set out in the contract to exhibit booking form. In exceptional circumstances MA Education Limited will be prepared to consider cancellation of their contract with the Exhibitor, if written cancellation is received 8 weeks prior to the event taking place, but only if the following conditions are complied with:- (a) That the request for cancellation is submitted by registered post. (b) That the request is received at least 8 weeks prior to the opening of the exhibition. (c) That MA Education Limited is able to re-let the cancelled space in entirety. (d) That the reason given for the request for cancellation is, in the opinion of MA Education Limited, well founded. In the event of cancellation, the Exhibitor shall be liable for and MA Education shall be entitled to collect and/or retain any sums relating to any of the exhibition fees which have already fallen due for payment as set out in the contract to exhibit booking form or 10% of the total amount of the exhibition fee (minus the non-refundable deposit payment), whichever is greater.

5. Stand Construction: The Exhibitor will be solely responsible for the erection of their stand.

6. Allotment of Space: Each Exhibitor is required to give a formal acceptance of the area allotted to them. The Exhibitor should make any request for a specific space on the contract to exhibit form.

7. Revision of Layout: Should it be necessary to revise the layout of the exhibition, for any purpose, MA Education Limited reserves the right to transfer an Exhibitor to an alternative suitable site.

8. Exhibition Timetable: Please refer to individual programme or contact MA Education Limited for further details.

9. Unoccupied Space: Where space applied for and granted is not occupied by the Exhibitor, the Exhibitor will pay to MA Education Limited a sum in damages equal to the stand cost. MA Education Limited reserves the right to re-allocate or otherwise deal with this space as they so decide.

10. 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 without the express permission of MA Education Limited.

11. Fire Risks and Safety: Exhibitors will adhere to all fire and safety regulations which affect the exhibition in the venue. Aisles and fire exits must be kept clear of exhibits. All materials used for the interiors of stands must be thoroughly fire-proofed to the satisfaction of the venue's fire advisor and failure to do so may result in the removal of all offending fittings. Plastics should not be used in the construction of stands without special permission of MA Education Limited. Any person whether exhibitor, staff, contractor or worker discovering an outbreak of fire, however slight, should make immediate use of the extinguishers. The exhibition organiser's office should be notified immediately. The Exhibitor will notify MA Education Limited if he/she, or any person proposes, in connection with the exhibition, to bring into the venue any substance or article which might potentially be hazardous, and will ensure that any requirements which MA Education Limited may impose in relation to dealing with that substance or article are complied with. In this condition, "Hazardous" means, in relation to any substance that in the opinion of MA Education Limited may create a risk of fire, explosion or the release of noxious gases, or which may soil or cause damage to the venue or its contents, or which may cause any risk to the health or safety of occupants of the venue.

12. Protection of Exhibits: All exhibits must be properly protected so as to avoid danger to any person or persons visiting or taking part in the exhibition. MA Education Limited will be indemnified by the Exhibitor against any claim or action on account of any injury or damage being caused, or occasioned by any exhibit to any person or persons whatsoever.

13. Insurance Liability: The Exhibitor must have or obtain appropriate liability insurance, which includes extraterritorial or appropriate event exhibition coverage. The Exhibitor further undertakes that it has its own public liability, employer's liability, theft and equipment insurance, which insures the full replacement value of the contents of their stand and all associated ancillary equipment and materials. MA Education Limited and the venue will not be responsible for the safety of any exhibit or property of any Exhibitor, or any other person, for the loss or damage of, or destruction to same, by theft, or fire, or any other cause whatsoever, or for any loss or damage whatsoever sustained by the Exhibitor by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lock outs, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of MA Education Limited whether ejusdem generis or not, for any loss or damage occasioned, if by reason of the happenings of any such event, the opening of the exhibition is prevented or postponed, or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the exhibition.

14. Postponement or Abandonment: In no event will the Exhibitor have any claim for damages of any kind against MA Education Limited or the venue in the respect of any loss or damage consequential upon the prevention, postponement or abandonment of the exhibition, by reason for the happening of any of the events referred to in condition 13 or of the exhibition building becoming wholly or partially unavailable for the holding of the exhibition for reasons beyond MA Education Limited's control and MA Education Limited will be entitled to retain such part of all sums paid by the Exhibitor, as MA Education Limited considers necessary, if, in the opinion of MA Education Limited rearrangement or postponement of the period of the exhibition, or by substitution of another hall, or building, or any other reasonable manner, the exhibition can be carried through, the contract for space will be binding upon the parties, except as to size and position of stands, as to which any modification, substitution, or rearrangement they consider necessary will be determined by MA Education Limited.

15. Indemnification; Limitation of Liability: Exhibitor agrees to indemnify, defend and hold harmless MA Education Limited and the sponsor, owner, exhibition hall facility, and each of their respective officers, agents and employees, against all claims, losses, suits, damages, judgements, expenses, costs (including, without limitation, reasonable legal fees), and charges of every kind arising out of or resulting from entering into these conditions or the contract to exhibit booking form, or its occupancy of the space herein contracted for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others including the Exhibitor, its agents, employees and invitees. Exhibitor agrees that MA

Education Limited shall not be liable in the event of any errors or omissions in any Exhibitor's official directory listing or in any promotional activities. MA Education Limited makes no representations or warranties with respect to the number of Exhibition attendees or the demographic nature of such attendees.

16. Trademarks/Copyright Indemnification: Exhibitor further agrees to indemnify, defend and hold MA Education Limited harmless from all and against all losses, damages and costs (including legal fees, expenses, and related charges) arising out of any claims of infringement of the trademarks, copyright and other intellectual property rights of any other third party.

17. Damage to Property: Exhibitor is liable for any damage it causes to building floors, walls or columns, or to its standard stand equipment or to other Exhibitors' property.

18. Advertising Matter: The Exhibitor may distribute advertising and printed material from their stand but must not distribute such material in the neighbourhood of entrances and exits, nor in such a manner as to cause annoyance to other exhibitors. In the event of complaints, the matter will be referred to MA Education Limited for their decision. Exhibitors or other devices, which emit sound must be operated and controlled so that there is no disturbance to other exhibitors. MA Education Limited reserves the right to determine the placement and acceptable sound level of all such devices.

19. Removal of Exhibits: All exhibits must remain fully intact until the Exhibition has officially ended. Exhibits must be removed from the exhibition by the time specified in the exhibitor's service manual or by such time as may be indicated by a representative of MA Education Limited. If the Exhibitor fails to remove an exhibit in the allotted time, MA Education Limited reserves the right to, at the Exhibitor's expense, to ship the exhibit through a carrier of MA Education Limited's choosing or to place the exhibit in a storage warehouse without any liability to MA Education Limited. In the event of any amounts due to MA Education Limited from the Exhibitor, the exhibits will be subject to a lien.

20. Exhibition Services: MA Education Limited undertakes to make all reasonable attempts to provide necessary services for the smooth operation of the exhibition but accept no responsibility for breakdown or failure of such services.

21. Cleaning of Stands: The Exhibitor will accept full responsibility for keeping their stand free from rubbish and generally to a standard acceptable to MA Education Limited. The Exhibitor must ensure that their stand is left free from all rubbish and materials after the event. The Exhibitor is liable for all costs associated with the removal of rubbish and materials from their stand at the close of the exhibition.

22. Photography: MA Education Limited reserves all photographic rights for the exhibition and will appoint official photographers who will undertake photography for any Exhibitor at a reasonable charge.

23. Storage: The Exhibitor will be responsible for the removal from the exhibition premises and storage of all crates and empty cartons not required on their stand.

24. Admission: Admission to the exhibition will be restricted to those persons who, in the opinion of MA Education Limited, have a legitimate, professional interest in the subject of the exhibition. MA Education Limited reserves the right to refuse admission to any person or persons to the exhibition without assigning any reason. Children under the age of 16 are not permitted to access the event during setup and breakdown. Children are permitted to access the Exhibition during the open days with adult supervision. No children under the age of 16 are permitted to access the Seminars and Master Classes at any time. No exceptions will be made to the rule. MA Education shall have sole control over admission policies at all times.

25. Right of Rejection: Exhibits are admitted to the exhibition and will remain there, solely on strict compliance with these rules and regulations. MA Education Limited reserves the right to prohibit in whole or in part, and reject any Exhibitor or their representative in the case of failure to comply with the rules and regulations. There will be no return of payment if such rejection or prohibition is deemed necessary by MA Education Limited.

26. Amendment of Rules: MA Education Limited reserves the right to alter, add to, or amend any of these rules and regulations. Should any question arise, whether provided for in these conditions or not, the decision of MA Education Limited will be final. No alteration, addition, amending or waiver to or of these rules and regulations will operate to release any exhibitor from their contract. The description headings to these rules and regulations are merely for reference and do not form part of the contract between the parties.

27. Security: General security will be provided by the venue but they will not be responsible for Exhibitors' equipment/material if lost or damaged.

28. Car Parking: Facilities differ at each venue. Access and availability for the most convenient car parks will be made known to you nearer the time of the event. Meanwhile feel free to contact MA Education Ltd if you would like any points answering.

29. Deliveries: For details on where and when to make deliveries please contact MA Education Limited.

30. Electrical Supplies: Exhibitors must inform MA Education Limited and follow the instructions in the exhibitor manual if they require an electrical supply to their stand. All wiring on displays or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances.

31. Entire Agreement: These conditions and the contract to exhibit booking form contains the entire agreement between MA Education Limited and the Exhibitor and supersedes all prior agreements or undertakings of any kind, whether written or oral. Any modification or waiver of any provision of these conditions or the contract to exhibit booking form must be in writing signed by a duly authorised representative of the party against whom enforcement of any waiver or modification is sought. If any provision in these conditions or the contract to exhibit booking form is held to be invalid, prohibited or unenforceable for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.