



**Contact:**  
 Messe München GmbH  
 IFAT Africa Exhibition Management  
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**IFAT Africa 2021**  
 Trade Fair for Water, Sewage, Refuse  
 and Recycling

**November 2-4, 2021**  
 Gallagher Convention Centre  
 Johannesburg, South Africa



## Application Form International Exhibitors

Stand allocations will commence in October 2020

### EXHIBITOR DETAILS

COMPANY \_\_\_\_\_ STREET, P.O. Box \_\_\_\_\_

POSTAL CODE / TOWN / COUNTRY \_\_\_\_\_ WEBSITE: WWW. \_\_\_\_\_

Member of the following trade associations: \_\_\_\_\_

CONTACT Mr / Ms. Title: \_\_\_\_\_ First name: \_\_\_\_\_ Last name: \_\_\_\_\_

Country/Area Code: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ PERSONAL E-MAIL: \_\_\_\_\_

Headquarters of the parent company with address and country: \_\_\_\_\_

Company VAT number: \_\_\_\_\_

Under which country would you like to be included in the statistics:  Headquarters  Branch country  Country: \_\_\_\_\_

Annual Turnover: \* \_\_\_\_\_ Gross Asset Value: \* \_\_\_\_\_

\* These amounts are required for the purposes of ascertaining thresholds in terms of the National Credit Act and the Consumer Protection Act.

### CONTACT DETAILS FOR TRADE FAIR ORGANIZATION / CORRESPONDENCE TO BE SENT TO (ONLY IF DIFFERS FROM ABOVE)

CONTACT, Mr / Ms \_\_\_\_\_ FAX: \_\_\_\_\_

PHONE: \_\_\_\_\_ PERSONAL E-MAIL: \_\_\_\_\_

### CONTACT FOR OUR PRESS OFFICE:

CONTACT, Mr / Ms \_\_\_\_\_ PERSONAL E-MAIL: \_\_\_\_\_

### EXHIBITOR DETAILS

We wish to participate and apply for:

Stand size	Raw Space Price (Excl. VAT)	Raw Space (min. 9m <sup>2</sup> )	front (m) x depth (m)	Hall Stand Size	Shell Scheme Package Price (Excl. VAT)	Shell Scheme Package (available in various sizes such as 9m <sup>2</sup> , 18m <sup>2</sup> , 27m <sup>2</sup> , 36m <sup>2</sup> , etc.)	front (m) x depth (m)
Hall - 9m <sup>2</sup> - 25m <sup>2</sup>	EUR 184.00/m <sup>2</sup>			Hall - 9m <sup>2</sup> - 25m <sup>2</sup>	EUR 256.00/m <sup>2</sup>		
Hall - 26m <sup>2</sup> - 99m <sup>2</sup>	EUR 171.00/m <sup>2</sup>			Hall - 26m <sup>2</sup> - 99m <sup>2</sup>	EUR 243.00/m <sup>2</sup>		
Outdoor - 50m <sup>2</sup> - 250m <sup>2</sup>	EUR 100.00/ m <sup>2</sup>						
Outdoor - 251m <sup>2</sup> and above	EUR 95.00/m <sup>2</sup>						

**Co-exhibitors:** A charge of EUR 200.00 will be applicable for each co-exhibitor. \_\_\_\_\_ Number of Co-Exhibitors represented at the stand with their own staff (according to Terms of Participation Clause 3). Kindly note that a separate co-exhibitor form needs to be completed for each co-exhibitor.

### IMPORTANT INFORMATION FOR ALLOCATION PROCESS (IF BELOW SPACE IS NOT SUFFICIENT PLEASE SEND EMAIL)

Comments / Requests relevant to your requested allocation: \_\_\_\_\_

Exhibits to be displayed (including co-exhibitors): \_\_\_\_\_

Maximum load per m<sup>2</sup> floor space  kg Largest exhibit (length(m), width(m), height(m))

Heaviest Exhibit (length(m), width(m), height(m), weight in total (kg)) \_\_\_\_\_

The following equipment will be demonstrated in operation: \_\_\_\_\_

The objects registered for and brought to the fair are our property:  Yes  No If no: Property of the following company/ies (full addresses): \_\_\_\_\_

## Index of Products and Services (Attachment to IFAT Africa 2021 application form)

Herewith I accept the Terms of Participation. The attached Participation Terms are recognized as legally binding in all parts. Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of Messe Muenchen South Africa (Pty) Ltd in respect of the above fair.

PLACE AND DATE

COMPANY STAMP AND LEGALLY BINDING SIGNATURE. PLEASE ALSO PRINT NAME

COMPANY:

Kindly mark the main product index under which most of your products can be allocated:

MAIN PRODUCT INDEX NR: \_\_\_\_\_

### 1. Water extraction and treatment

- 1.1 Drilling Equipment
- 1.2 Well construction and repair
- 1.3 Well monitoring
- 1.4 Process-water and rain-water harvesting
- 1.5 Sea-water desalination
- 1.6 Rainwater collection
- 1.7 Machinery and equipment for irrigation and drainage

### 2. Water and sewage treatment

- 2.1 Mechanical-physical processes
- 2.2 Separator systems
- 2.3 Rakes, screens, filters
- 2.4 Sewage treatment plants
- 2.5 Chemical-physical processes
- 2.6 Biochemical processes
- 2.7 Treatment of sludge and residues

### 3. Water distribution and sewers

- 3.1 Pipes / pipelines
- 3.2 Shafts / special structures / techniques
- 3.3 Sewer construction and rehabilitation
- 3.4 Sewer inspection, cleaning and maintenance
- 3.5 Pumps, lifting tackle
- 3.6 Outlets and fittings
- 3.7 Fitting / valves
- 3.8 Water pipeline cleansing

### 4. Refuse disposal and recycling

- 4.1 Refuse sorting, collection and transport
- 4.2 Vehicles and superstructures
- 4.3 Road cleaning and maintenance machines
- 4.4 Refuse treatment (mechanical, biological, and thermal treatment) and recycling
- 4.5 Treatment and disposal of hazardous waste
- 4.6 Treatment and disposal of infectious medical waste
- 4.7 Treatment and recycling of electronic waste
- 4.8 Landfills
- 4.9 Plants and equipment for the recycling and utilization of raw materials
- 4.10 General purpose equipment, devices and accessories
- 4.11 Transmission engineering, fluid technology and power generation units
- 4.12 Accessories and wear parts
- 4.13 Waste suppliers, distributors and traders

### 5. Generating energy from waste materials

- 5.1 Biogas plants/fermentation, components
- 5.2 Utilization of landfill gas
- 5.3 Substrate processing transport and feed systems
- 5.4 Gas transport, treatment and utilization

- 5.5 Treatment of fermentation waste materials
- 5.6 Biomass Logistics
- 5.7 Heat recovery from waste water
- 5.8 Waste heat and waste pressure utilization

### 6. Energy efficiency technologies, services and products within the range of water, sewage, refuse and recycling

- 6.1 Energy saving and emission reduction result display
- 6.2 Industry energy saving technologies and equipment (primary and secondary processes)
- 6.3 Energy saving services and energy management contracts
- 6.4 Other energy saving technologies and products

### 7. Decontamination of old sites/soil treatment

- 7.1 Registration, evaluating and monitoring contaminated soil, groundwater and buildings
- 7.2 Treatment of contaminated soil
- 7.3 Treatment of contaminated groundwater

### 8. Air pollution control and noise reduction

- 8.1 Flue-gas scrubbing and air extraction
- 8.2 Noise reduction / Sound insulation

### 9. Measuring, control and laboratory technology

- 9.1 Measuring technology
- 9.2 Analysis/laboratory technology
- 9.3 Control technology
- 9.4 Process technology for water, sewage, refuse and air

### 10. Environment management and services

- 10.1 Disposal services
- 10.2 Water-supply and sewage-disposal services
- 10.3 Engineering services, environmental management, eco auditing
- 10.4 Financing and PPP (Public Private Partnership)
- 10.5 Computer hardware and software
- 10.6 Analysis laboratories
- 10.7 Aid organizations

### 11. Science, research, technology transfer

- 11.1 Trade associations and institutions
- 11.2 Research institutes / universities
- 11.3 Specialty publishers, trade literature, databases

## TERMS OF PARTICIPATION

### Title of the fair

IFAT Africa 2021

Trade Fair for Water, Sewage, Refuse and Recycling

Venue: Gallagher Convention Centre, Johannesburg, South Africa

Duration: Tuesday, 2 to Thursday, 4 November 2021

### Organizer Contact for Exhibitors from South Africa

Messe Muenchen South Africa  
Kiepersol House, Stonemill Office Park,  
300 Acacia Road, Darrenwood,  
Randburg, 2184  
South Africa  
Phone +27 11 476 8093  
ifat@mm-sa.com  
www.ifat-africa.com

### Organizer Contact for Exhibitors from outside South Africa

Messe München GmbH  
IFAT Africa Exhibition Management  
Messegelände, 81823 München  
Germany  
Phone +49 89 949 - 20216  
exhibitor@ifat-africa.com

**IN THESE TERMS OF PARTICIPATION THERE ARE CERTAIN CLAUSES OF SIMILAR FONT AND COLOUR TO THIS TEXT WHICH CONTAIN PROVISIONS THAT MAY HAVE THE EFFECT OF (I) LIMITING THE RISK OR LIABILITY OF THE ORGANIZER OR OF ANY OTHER PERSON AND/OR (II) MAY CONSTITUTE AN ASSUMPTION OF RISK OR LIABILITY BY YOU AND/OR (III) MAY IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY THE ORGANIZER OR ANY OTHER PERSON FOR ANY CAUSE AND/OR (IV) MAY BE AN ACKNOWLEDGEMENT OF ANY FACT BY YOU. THESE PROVISIONS ARE VERY IMPORTANT AND YOU MUST ENSURE THAT YOU READ THEM CAREFULLY AND THAT YOU UNDERSTAND THEM CLEARLY.**

### Terms of Participation

All prices indicated below are net and are excluding VAT.

#### 1. Application

This 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 intending to take part in the Exhibition must express their intention 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.

With this application, the Applicant expresses to the Organizer its serious interest in taking part in the Exhibition 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 must be specified as for the Exhibitor. Incomplete applications will not 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, and/or any other document expressly included herein and attached hereto as a schedule and/or annexure hereto;

“**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;

“**CPA**” - shall mean the Consumer Protection Act, 86 of 2008, as amended from time to time;

“**Co-Exhibitor**” shall mean a party to whom permission has been sought from the Organizer to be part of an Exhibitor's stand and expressly excludes an agent and/or representative of the Exhibitor;

“**Exhibition**” – shall mean the IFAT Africa 2021, Trade Fair for Water, Sewage, Refuse and Recycling, held at Gallagher Convention Centre, Johannesburg, South Africa from Tuesday, 2 to Thursday, 4 November 2021;

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

“**Force Majeure**” shall mean any cause beyond the control of the Organizer including, but not limited to, natural disasters, pandemics, epidemics, fire, explosion, accident, strike, lockout, war (declared or undeclared), riot, acts of God, States or enemies and actions out of any governmental authority;

“**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 on behalf of the Organizer;

“**Venue**” - shall mean Gallagher Convention Centre, Johannesburg, South Africa, situated at 19 Richards Drive, Halfway House, Midrand, Gauteng, South Africa, any reference hereto shall include both the hall and outside premises of the Venue, unless indicated to the contrary.

#### 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, however the Organizer additionally reserves the right, at its sole discretion, to impose conditions upon the admission of certain exhibition and/or display objects. Such conditional acceptance shall be provided by the Organizer to the Exhibitor in writing before commencement of the Exhibition. The Terms of Participation as well as the Technical Guidelines are accepted as legally binding with submission of application documents.

#### 4. Application of the Consumer Protection Act (the CPA)

If the CPA is applicable to this Agreement, the provisions of the CPA will be applied and take precedence where they contradict any provision of this Agreement.

Whether the CPA applies to this Agreement depends on whether certain values of the Exhibitor's business (the “Threshold Values”) are above or below the threshold. The Threshold Values are the Exhibitor's asset value or annual turnover. If either of these values exceed R 2 000 000 (Two Million Rand) on the date that the parties agree that Organizer will sell the Exhibition Space, the CPA will not apply to this Agreement. The values measured and the threshold itself will be amended from time to time, in which case the parties agree that the new measurements will apply to this Agreement from the date of amendment.

The Organizer's duties under this Agreement may vary depending on whether the CPA applies to it, and the Organizer will act upon the information given by the Exhibitor in the credit application form. Consequently:

The Exhibitor warrants that any statement made to the Organizer in respect of its Threshold Value is accurate.

If the Exhibitor claims that all the Threshold Values are below R 2 000 000 (Two Million Rand), or otherwise that the CPA applies to this AGREEMENT, the Organizer may at its instance require the Exhibitor to provide it with financial statements as proof thereof.

If the Exhibitor misstates the Threshold Values as below such values and in such a way that the Organizer believes that this Agreement is subject to the CPA when it is not, then the Organizer may retroactively apply any provisions of this Agreement that were not applied as a result of this belief.

## TERMS OF PARTICIPATION

The Organizer's duties under this Agreement may vary depending on whether the CPA applies to it, and the Organizer will act upon the information given by the Exhibitor in the credit application form. Consequently:

The Exhibitor warrants that any statement made to the Organizer in respect of its Threshold Value is accurate.

If the Exhibitor claims that all the Threshold Values are below R 2 000 000 (Two Million Rand), or otherwise that the CPA applies to this AGREEMENT, the Organizer may at its instance require the Exhibitor to provide it with financial statements as proof thereof.

If the Exhibitor misstates the Threshold Values as below such values and in such a way that the COMPANY believes that this AGREEMENT is subject to the CPA when it is not, then the Organizer may retroactively apply any provisions of this AGREEMENT that were not applied as a result of this belief.

### 5. Co-exhibitors and additionally represented companies (see also Clauses 1, 2)

The Organizer must be provided with, prior written request from the Exhibitor for Co-exhibitors, at least 30 (Thirty) days before the Exhibition. The Organizer, at its sole discretion, reserves the right to approve and/or disallow any request for a Co-Exhibitor, for any reason whatsoever, however, such permission shall not be unreasonably withheld. The registration fee is 200 EUR Excluding Taxes for each Co-exhibitor to be admitted to the Exhibition. A Co-exhibitor is one who presents his own goods or services, using its 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 it represents. Co-exhibitors are admitted against payment of the registration fee payable to the Organizer. The Exhibitor is liable for this payment. The amount can also be invoiced subsequently by the Organizer.

The Exhibitor warrants, that it is responsible for ensuring that its Co-exhibitors and other companies it 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 its Co-exhibitors as if they are employees of the Exhibitor, and assume as such vicarious liability for their actions, be they intentional and/or negligent. If Co-exhibitors make direct use of the Organizer's services, the Organizer is entitled to invoice the Exhibitor for these services, in which instance the Exhibitor undertakes to be jointly and severally liable for the Co-Exhibitor (s). The Exhibitor may not move, exchange or share its stand, nor surrender it either in part or in whole to third parties, without the Organizer's prior written consent.

### 6. 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 9m<sup>2</sup>)

Hall 9m<sup>2</sup> - 25m<sup>2</sup> EUR 184.00/m<sup>2</sup>

Hall 26m<sup>2</sup> and above EUR 171.00/m<sup>2</sup>

#### b) Indoor Pavilion Package (Stand sizes: 6m<sup>2</sup>, 9m<sup>2</sup>, 12m<sup>2</sup>)

Hall 9m<sup>2</sup> - 25m<sup>2</sup> EUR 256.00/m<sup>2</sup>

Hall 26m<sup>2</sup> and above EUR 243.00/m<sup>2</sup>

#### c) Outdoors – Raw space (minimum stand size 50m<sup>2</sup>)

Outdoor 50m<sup>2</sup> - 250m<sup>2</sup> EUR 100.00/m<sup>2</sup>

Outdoor 251m<sup>2</sup> and above EUR 95.00/m<sup>2</sup>

#### d) Damages Deposit for outdoor exhibitors

There will be a damages deposit applicable which amounts to 10% of the booth rental fee or maximum 5412 EUR. Any costs associated with damages and repairing/restoration will be covered by the damages deposit.

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 the clause titled "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.

Following submission of its application to the Organizer, the Applicant shall be invoiced for 100% of the projected participation fee, in terms of which a deposit equivalent to 40% of the projected participation fee shall become payable by the Applicant, in order to qualify for acceptance into the Exhibition.

No stand allocations will be released until the deposit payment of 40% reflects in the Organizer's bank account. Payment of the deposit will be refunded if the Applicant is not admitted to the Exhibition but will be forfeited if the Applicant/Exhibitor withdraws unilaterally and completely from the undertaking.

If the Exhibitor has ordered the Organizer's additional services, which need to be settled 60 (Sixty) days before build-up, the Organizer is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the Exhibitor has fulfilled its financial obligations to the Organizer. This applies to obligations arising from previous events.

The Organizer reserves the right to enforce its hypothec, as permitted by law, to secure its claims arising from the rental.

The Exhibitor must inform the Organizer before commencement of the Exhibition, about the ownership of movables, which are exhibited or to be exhibited. If the Exhibitor does not meet its 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. Upon special application, made in writing 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 25 EUR 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. Despite a third party being named on the invoice for payment, the Exhibitor shall remain liable for payment of the participation and shall be held jointly and severally liable therefore with the third party.

### 7. 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 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 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. 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.

### 8. Sub-lease

This application, together with payment of the 40% deposit, represents the contractual offer by the Applicant, and the acceptance thereof by the Organizer shall represent the conclusion of this Agreement. The Organizer shall provide the Applicant

## TERMS OF PARTICIPATION

with acceptance hereof in writing, which acceptance 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 may 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 (Five) working days.

The allocation of the other stands, 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 without consultation.

The Exhibitor waives all and/or any possible claims against the Organizer resulting from such changes nor do such changes amount to an amendment, novation and/or breach of this Agreement.

### 9. 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 and/or email 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 and/or email 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 or cancellation of this Agreement.

In the event of the Organizer cancelling this Agreement, for any reason whatsoever or howsoever arising, and the Exhibitor remains in occupation of the allocated area, the Exhibitor shall, pending resolution of the dispute in accordance with the provisions the clause titled "Arbitration Agreement", continue to pay an amount equivalent to the participation fees as well as any other amounts due and owing by the Exhibitor to 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 Exhibitor are subsequently changed so much that the Exhibitor can no longer be reasonably expected to accept the exhibition area, the Exhibitor is entitled to terminate this Agreement within 5 (Five) working days of receiving written notification by the Organizer and monies paid by the Exhibitor shall be refunded to it. In any other case, the Exhibitor has no right to terminate this Agreement. If the Exhibitor states that he is withdrawing from this Agreement, then it shall have deemed to have renounced once and for all, his intention to take part in the Exhibition. 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 Exhibitor 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 this Agreement and thus renounces once and for all his intention to take part in the Exhibition, 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 50% 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 this Agreement and cancelled his participation in the Exhibition without being entitled to do so. The Organizer's right to claim further damages remains unaffected. Any Exhibitor which withdraws unilaterally and completely, 60 days before the 1st day of build-up will forfeit any monies already paid as compensation to the Organizer.

### 10. Breach

Should either Party ("the defaulting party") commit a breach of any term of this Agreement, the Party not in breach ("the innocent party") shall be entitled to give the defaulting party written notice for the defaulting party to remedy the breach within the required notice period.

Should the defaulting party fail to remedy such breach within the required notice period, the innocent party shall be entitled, inter alia:-

To claim specific performance; and/or

At its option to declare the full balance of the consideration together with all other amounts payable in terms of this Agreement to be immediately due and payable, and institute proceedings for recovery thereof; and/or

To cancel this Agreement, provided that the breach is a material breach of a material term, and the onus shall be on the defaulting party to disprove materiality; and/or

To recover such damages from the defaulting party as the innocent party may have suffered by reason of the breach; and/or

To retain pre-payment or payment made on account against the innocent party's claim for damages pending quantification of such damages; without prejudice to any other rights which the innocent party may have under this Agreement or in law.

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

If the Organizer is compelled, as a result of Force Majeure, or other circumstances beyond its control, to vacate one or more Exhibition areas, temporarily, or for longer periods, or to postpone or cancel the Exhibition, the Exhibitor does not thereby acquire the right to withdraw or cancel this Agreement. The Exhibitor specifically agrees that, in such instance, the Organizer shall not be liable for any claims, actions, losses and/or expenses, of whatsoever nature and howsoever arising, of the Exhibitor, and in particular claims for damages, which may arise by virtue of such vacation, cancellation or postponement, whether in terms of contract, delict or otherwise.

Without detracting from the foregoing, and notwithstanding anything to contrary contained in this Agreement, the Organizer specifically records that in the event that: The Exhibition is postponed or otherwise cancelled by the Organizer due to international travel into the Republic of South Africa being officially prohibited by the government of the Republic of South Africa; or The Exhibition is not cancelled or postponed, but the Exhibitor is unable to attend due to international travel into the Republic of South Africa being officially prohibited by government regulatory authority not less than 3 (Three) months prior to the Exhibition, then the Exhibitor shall be entitled to receive a refund from the Organizer, the precise terms of which shall be recorded in writing and agreed between the parties.

It is specifically recorded and agreed further that in the event that the Exhibition is postponed or otherwise cancelled by the Organizer: -

The Exhibitor shall be solely responsible for the cancellation and/or renegotiation of any and all agreements with third party suppliers, which were concluded in contemplation of, or in connection with the Exhibition; and

The Organizer shall in no way be responsible for the cancellation or renegotiation of any agreements between the Exhibitor and any third party supplier as contemplated above; and

The Organizer shall not be liable for any loss or damage, of whatsoever nature and howsoever arising, suffered by the Exhibitor by virtue of the cancellation or renegotiation of any agreements between it and its third party supplier as contemplated above.

### 12. Dates of setting up and dismantling / Assembly, staffing and dismantling of

**TERMS OF PARTICIPATION**

**stand**  
 The hours and dates for setting up and dismantling will be corresponded closer to the time. For reasons of general security in the Exhibition grounds, the hall and the Venue grounds remain closed completely outside the hours specified.

The dates for assembly and dismantling must be observed. The Organizer reserves the right to dispose of stands which are not occupied by the end of day on the last day assembly without further notice to the Exhibitor.

Exhibitors admitted to the Exhibition undertake to participate in the Exhibition. The stand must be properly equipped and staffed by qualified personnel throughout the Exhibition during the prescribed opening hours, subject to the Organizer's approval. 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, without further notice to the Exhibitor, a penalty of R 10 000.00 (Ten Thousand Rand), which amount shall become due and payable immediately but, in any event, no later than the last day of the Exhibition.

**13. Stand design and equipment**

**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.

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

**14. Safety Measures**

The Exhibitor warrants that all the requirements of the Occupational Health and Safety Act 85 of 1993 (as amended) shall be adhered to by the Exhibitor. In addition, any municipal and/or local laws, by-laws and ordinances shall be strictly implemented and adhered to.

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. The Exhibitor warrants that all its staff and/or contractors and/or agents and/or any other representative shall adhere to all the requirements of the Occupational Health and Safety Act 85 of 1993 (as amended), and as such the Exhibitor absolves the Organizer of any possible liability which arise by virtue of any breach of the provisions contained therein.

**15. 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 from 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.

**16. 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, as the clause titled "Dates of setting up and dismantling / Assembly, staffing and dismantling of stand" above. At the end of the Exhibition, the Exhibitor must remove from the Venue all the materials used from their stands by the respective timings stated in the "Operations Schedule" as read with the clause titled "Dates of setting up and dismantling / Assembly, staffing and dismantling of stand" above. The Organizer is entitled to charge the Exhibitor 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. Such penalty shall become payable immediately upon the close business on the last day for dismantling the Exhibition.

**17. Transport of track-laying vehicles - if applicable**

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.

**18. Sales regulations**

Direct sales and other services or deliveries made from the stand shall not be permitted for any reason whatsoever. Exhibited goods must not be delivered to purchasers until after the Exhibition closes. Sales are permitted only, in so far as they are sold to wholesalers, retail and/or trade customers.

**19. 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.

**20. 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		Outdoor	
Registered m <sup>2</sup>	Passes	Registered m <sup>2</sup>	Passes
9 to 17	4	50 to 250	12
18 to 26	8	251 and above	16
27 to 54	16		
55 to 100	24		

The number of Exhibitor's passes is not increased for co-exhibitors. Additional 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 buildup. 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.

**21. 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, which allocation shall be subject to the change at the sole discretion of the Organizer.

**22. Alterations**

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

## TERMS OF PARTICIPATION

### 23. 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.

### 24. 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.

### 25. 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.

### 26. Insurance

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 Exhibition space (including construction and dismantling of stands or exhibits) or the use thereof by its agents or employees, irrespective of whether or not such claim arises during or after the holding of the Exhibition.

### 27. 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 shall be entitled to 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 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.

### 28. Intellectual property rights

When participating in the Exhibition 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.

### 29. Whole agreement

This Agreement constitutes the entire agreement between the parties and no 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.

### 30. Regulations for use

The Exhibitor must comply strictly with the building and use rules for the Exhibition 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 Exhibition for any purpose not related to the Exhibition such as but not limited to ideological or political purposes.

### 31. Period of prescription

All the Exhibitor's claims against the Organizer arising from this Agreement, shall be lodged in writing to the Organizer within 3 (Three) years of the closing date of the Exhibition, failing which they shall prescribe.

### 32. Place of performance, applicable law, jurisdiction and legal compliance

Johannesburg shall be the place of performance, also for all financial obligations. Only the law of the Republic of South Africa shall apply, and as such the parties hereto irrevocably submit to the jurisdiction of the courts of the Republic of South Africa. This applies even in case of termination or withdrawal of any contractual relationship.

The Exhibitor warrants that it is in compliance with the laws and regulations of the Republic of South Africa, 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.

### 33. Arbitration agreement

Arbitration

Should any dispute arise out of or in connection with this Agreement either party may

be entitled to require, by written notice to the other, that the dispute be submitted to arbitration in terms hereof.

Subject to the provisions hereof, an arbitration shall be held under the provisions of the arbitration laws for the time being in force in the Republic of South Africa, provided that – the arbitrator shall be, if the question in issue is

- primarily an accounting matter, an independent practicing auditor of not less than 10 (ten) years standing;
- primarily a legal matter, a practicing senior counsel or attorney of not less than 10 (ten) years standing;
- any other matter, a suitably qualified independent person;

agreed upon by the Parties and failing such Agreement within 3 (three) days after the date on which the arbitration is demanded, the arbitrator shall be appointed by the

## TERMS OF PARTICIPATION

committee of the Arbitration Association of South Africa (who may appoint one of their number) who may be instructed by either party to make the nomination at any time after the expiry of that 3 (three) day period;

The arbitration shall be at Johannesburg in accordance with the formalities and/or procedures determined by the arbitrator, and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities or procedure, pleadings and/or discovery, or the strict rules of evidence;

The arbitrator shall be entitled –

- to investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose shall have the widest powers of investigating all the books and records of either party to the dispute, and the right to take copies or make extracts there from and the right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purpose;
- to interview and question under oath representatives of either of the Parties;
- to decide the dispute according to what he considers just and equitable in the circumstances;
- to make such award, including an award for specific performance, an interdict, damages or a penalty or otherwise as he in his discretion may deem fit and appropriate;
- the arbitration shall be held as quickly as possible after it is demanded with a view to its being completed within 30 (thirty) days after it has been so demanded;
- immediately after the arbitrator has been agreed upon or nominated in terms hereof either party shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.

Any award that may be made by the arbitrator –

shall be final and binding;

will be carried into effect; and

may be made an order of any court to whose jurisdiction the Parties to the dispute are subject.

**NOTWITHSTANDING THE AFOREMENTIONED PROVISION, THE ORGANIZER RESERVES THE RIGHT, AT ITS SOLE DISCRETION TO REFUSE THE EXHIBITOR'S REQUEST FOR ARBITRATION. FURTHERMORE, THE ORGANIZER RESERVES THE RIGHT TO REFER ANY DISPUTE FLOWING FROM INTER ALIA THE INTERPRETATION, APPLICATION, ENFORCEMENT, CANCELLATION, BREACH, VARIATION AND/OR AMENDMENT OF THIS AGREEMENT TO BE ADJUDICATION IN A FORUM OF ITS OWN CHOOSING, WHICH MAY OR MAY NOT INCLUDE A COURT OF LAW.**

### 34. 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 shall be binding on the parties for the duration that the agreement is in force.

### 35. 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.

### 36. Contra proferentum

The rule of construction that this Agreement shall be interpreted against the party responsible for the drafting or preparation of this Agreement shall not apply. The same applies to the schedules or annexures.

### 37. Authority

The Exhibitor warrants that, by virtue of their signature hereto he/she has full power, capacity and authority to sign this Agreement, and bind the Exhibitor hereto without any limitation. The Organizer reserves the right to request that the signatory hereto provides sufficient proof to indicate that they have the requisite authority as aforementioned.

**THE PERSON WHO SIGNS THIS AGREEMENT ("THE SIGNATORY") DOES HEREBY INTERPOSE AND BIND HIMSELF IN FAVOUR OF ORGANIZER, AS SURETY FOR AND CO-PRINCIPAL DEBTOR IN SOLIDUM WITH THE EXHIBITOR, FOR THE DUE PAYMENT OVER EVERY SUM OF MONEY WHICH THE EXHIBITOR OWES TO ORGANIZER IN RESPECT OF THIS AGREEMENT. THE SIGNATORY HEREBY RENOUNCES THE BENEFITS OF THE LEGAL EXCEPTIONS OF EXCUSION, DIVISION, CESSION OF ACCOUNT, NO VALUE RECEIVED, AND REVISION OF ACCOUNTS, THE MEANING WHEREOF THE SIGNATORY DECLARES HIMSELF TO BE FULLY ACQUAINTED.**

### 38. Data protection

The Exhibitor hereby consents to the Organizer and/or MMG collecting and processing its personal data to the extent that such personal data is necessary for purposes of discharging its obligations in terms of the Agreement. In compliance with data protection laws in South Africa, the personal data of the Exhibitor is processed and used for fulfilling the business purposes of the Company and is shared with third parties in order to fulfill the purposes of this Agreement. Illustration: Personal data of the Exhibitor shall be used by third parties for marketing purposes of related trade fairs by, or marketing services by the Organizer, MMG and the associate companies e.g. international representative network.

As of August 2020