

AUTOMATE UK INTERNATIONAL SERVICES

TERMS AND CONDITIONS OF PARTICIPATION FOR AUTOMATE UK EXHIBITORS OVERSEAS

There are two parties involved in the provision of Automate UK overseas pavilions:

- PPMA LTD co-ordinates and manages the Automate UK group participation at the exhibition in relation to all parties listed
- The Show Organisers

These terms and conditions are necessary in order to protect all parties involved in the organisation of Automate UK overseas pavilions.

PAVILION AND INDEPENDENT EXHIBITORS

Please read the enclosed information carefully and ensure that you are fully aware of the application process and all the terms and conditions.

TERMS & CONDITIONS OF PARTICPATION FOR UK GROUP EXHIBITORS

Note: Before completing the application form you should read the conditions below. If you have any queries about these, or the Application forms, please contact the International Services Department, AUTOMATE UK.

- 1. In these conditions the term "AUTOMATE UK" means PPMA LTD. "Exhibitor" means the participating company on the AUTOMATE UK application form and includes all employees, agents or distributors. "Supplier" means companies contracted by AUTOMATE UK to supply services pursuant to the UK Group.
- 2. Companies applying to exhibit as part of the UK Group can either take space within the Pavilion or can make their own arrangements for stand space. These terms and conditions apply to both options.
- 3. Unless expressly provided for in these conditions the Exhibitor shall indemnify AUTOMATE UK against all claims, actions, demands or liability (including negligence) whatsoever and howsoever arising out of or in connection herewith or the supply of any services hereunder.
- 4. The Exhibitor undertakes to indemnify AUTOMATE UK against all costs, charges, expenses, legal costs, claims or losses of any nature suffered by AUTOMATE UK as a result of the Exhibitors failure to comply with:
 - a) Its contract with AUTOMATE UK
 - b) The terms and conditions of the show organisers
- 5. All stands must be booked in the name of a registered company and/or brand name.
- 6. Stand fees comprise rental of space, provision of a constructed stand with display aids as part of group of stands and are inclusive of administration charges.
- 7. Exhibitors must pay in full all invoices for stand fees as they fall due. Failure to do so may be regarded as a breach of contract. In such cases articles 17, 18 and 19 of this contract apply.

- 8. When applying for space and stand construction within a UK Pavilion all Exhibitors are required to comply in full with the terms and conditions as laid out by the Show Organisers.
- 9. No additions or alterations to a Pavilion stand are permitted except with the prior and written agreement of AUTOMATE UK. Companies having received such an agreement are themselves responsible for seeking quotes, commissioning and payment of additional construction to the stand.
- If the prices associated with a booking vary by more than 20% of those outlined in the original offer, AUTOMATE UK undertakes to seek the agreement of the Exhibitor before enforcing the terms of this contract.
- 11. AUTOMATE UK will endeavour to provide the size of stand requested within the Pavilion, but cannot guarantee in advance either the hall, position, configuration of stand or the total area that can be provided.

Where it is necessary to offer an area varying by more than 20% of the area requested, AUTOMATE UK will first seek the agreement of the Exhibitor.

- 12. If a compromise cannot be reached, the Exhibitor remains responsible for payment of the whole of the stand. AUTOMATE UK will make reasonable efforts to find a replacement Exhibitor.
- 13. Should it be necessary to allocate more or less space than originally requested, the Exhibitor must pay in full on receipt of an invoice for additional areas. AUTOMATE UK will refund the difference in fees should a reduced area only be available.
- 14. Reasonable care will be taken in the allocation of space to avoid inclusion of pillars and fire hydrant access points within stand space.
- 15. AUTOMATE UK is unable to guarantee sufficient space to satisfy the group requirements. Space will be allocated strictly in order of receipt of applications.
- 16. Where there is insufficient space to allocate a stand, the applicant company will be refunded stand and/or stand booking fees in full.
- 17. Exhibitors withdrawing from the Pavilion after AUTOMATE UK is committed to payments on the Exhibitor's behalf will forfeit their stand fees (see point 4) in full unless a replacement Exhibitor can be found. AUTOMATE UK will attempt to find replacement exhibitors, but cannot guarantee to do so.
- 18. Where a replacement Exhibitor can be found 50% of the original booking will be retained to cover the additional administration costs incurred.
- 19. Exhibitors shall ensure that they have full insurance cover against accident, injury, loss or damage of any nature including public and product liability. AUTOMATE UK is not responsible for the welfare, safety etc of the exhibitor's staff whilst travelling to or whilst in the country. Exhibitors will be liable for third party claims arising from their own stand fittings and for their proportion of the stand construction. Exhibitors shall also comply with all requirements of AUTOMATE UK, the Exhibition Organiser and any applicable law in this regard.
- 20. If damage is caused to the Pavilion, stand or display aids supplied, Exhibitors will be charged the full cost of replacement of the damaged items.
- 21. Exhibitors are prohibited from embellishing the fascia panels of their stands by use of additional graphics, or display aids unless by prior agreement with AUTOMATE UK.
- 22. Exhibitors must not promote their presence and exhibits in a manner likely to cause offence, or nuisance to other exhibitors, or in contravention of the organisers' terms and conditions of participation.

- 23. From time to time, AUTOMATE UK may appoint service companies to offer group freight, travel, accommodation, promotion and other services as may be thought in the interest of the exhibiting companies. Where AUTOMATE UK makes such appointments, Exhibitors are free to make use of the services of such companies at their own risk. Such appointments are made in the interest of reducing individual costs for joint venture participants. Exhibitors are not obliged to use such services.
- 24. AUTOMATE UK does not accept responsibility for the performance, actions or negligence of contractors appointed by Exhibitors.
- 25. Where an event is postponed or cancelled for reasons beyond the control of AUTOMATE UK, reasonable efforts will be made to reclaim any fees from the organisers and/or contractors, and to refund such fees, net of any administration charges incurred by AUTOMATE UK.
- 26. AUTOMATE UK reserves the right to raise a surcharge on stand fees, in the event of significant currency fluctuation.
- 27. Each company must pay the AUTOMATE UK management fee on the due date. The management fee applies to all companies exhibiting within the UK Group whether they are exhibiting on the Pavilion or independently. The management fee is non-refundable.
- 28. In signing the Application Form your company agrees to be bound by these Terms and Conditions and the Terms and Conditions of the Show Organiser.
- 29. Force majeure AUTOMATE UK shall be entitled, without liability on its part and without prejudice to its other rights, to terminate a contract or any unfulfilled part thereof or, at its option, to suspend or give partial performance under it, if performance by AUTOMATE UK or by its suppliers is prevented, hindered or delayed whether directly or indirectly by reason of any cause whatsoever beyond AUTOMATE UK or its supplier reasonable control, whether such cause existed on the date when the contract was made or not.

GROUP ORGANISER

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