

AWISA

THE
EXHIBITION

TERMS AND CONDITIONS

AUSTRALIA'S INTERNATIONAL
EXHIBITION OF MACHINERY,
MATERIALS, FITTINGS & SERVICES
FOR THE WOODWORKING AND
FURNITURE INDUSTRIES.

AUSTRALIAN WOODWORKING INDUSTRY SUPPLIERS ASSOCIATION LIMITED

TERMS AND CONDITIONS OF EXHIBITING

1. DEFINITIONS

For the purposes of these rules:

- (a) "AWISA" means the Australian Woodworking Industry Suppliers Association Limited ABN 44 134 548 253 and its authorised agents and representatives acting within the scope of their authority.
- (b) "Exhibit" means the Exhibitor's structure which is constructed, erected or placed on the Floor Space by the Exhibitor together with the fixtures and fittings thereon and all equipment and other chattels used in connection therewith.
- (c) "Exhibition" means the exhibition referred to in item 3 of the Schedule.
- (d) "Exhibitor" means the exhibitor whose details appear in item 1 of the Schedule and that company or person's agents, servants and employees.
- (e) "Exhibitor's Manual" means the manual issued by AWISA to the Exhibitor setting out the Exhibition Rules.
- (f) "Exhibition Rules" means the rules issued by AWISA from time to time which relate to the conduct of the Exhibition.
- (g) "Floor Space" means the floor space referred to in item 4 of the Schedule.
- (h) "Floor Space Payments" means those payments referred to in item 5 of the Schedule.
- (i) "GST" means any tax in the nature of a tax on the supply of goods, real property, services or other things (or similar tax) levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate at any time during the currency of this agreement, other than any interest, fine, penalty, fee or other payment imposed on or in respect of such tax.
- (j) "Official Contractor" means contractors nominated by the operator of the Venue or by AWISA.
- (k) "Products and Services" means those products and services set out in the Exhibition sales brochure which the Exhibitor may exhibit.
- (l) "Purpose" means to use and occupy the Floor Space to market or exhibit the Products and Services.
- (m) "Venue" means the venue indicated in item 2 of the Schedule.

2. ELIGIBILITY

In consideration of the Exhibitor paying AWISA the Floor Space Payments, AWISA grants to the Exhibitor the right to use and occupy the Floor Space at the Venue for the duration of the Exhibition for the Purpose.

3. RIGHT TO OCCUPY ONLY

Nothing herein contained shall create or shall be construed as creating any tenancy or shall confer or shall be construed as conferring upon the Exhibitor any interest in the Floor Space or the Venue.

4. PERSONAL RIGHT

The Floor Space shall be used by the Exhibitor only. The rights hereby granted to the Exhibitor shall not be assignable or in any way transferable and the Exhibitor hereby agrees not to exhibit, offer for sale, give as a premium or provide advertising or literature about articles or services not manufactured or sold in his own name or an affiliated company, except where such articles or services are in the opinion of AWISA required for the proper demonstration or operation of the Exhibitor's displays, in which case identification of such articles or services shall be limited to the regular nameplate, imprint or other identification which normally appear on the articles or in connection with the services. The Exhibitor shall not allow persons other than his own representatives, servants, agents, representatives of its associated companies and representatives of AWISA or of Official Contractors to use its exhibits for any purpose whatsoever without the consent in writing of AWISA. The Exhibitor warrants that it has the right to exhibit the Products and Services and that the Exhibitor will not breach the intellectual property or other rights of any third party by exhibiting the Products and Services at the Exhibition. The Exhibitor indemnifies AWISA against all claims, losses, demands, costs, expenses, damages, proceedings or liabilities that may arise as a result of the Exhibitor's breach of this warranty.

5. RELOCATION OF EXHIBITS

AWISA reserves the right to relocate the Exhibit to a space other than the Floor Space if, in its judgment such relocation is necessary or appropriate for the satisfactory arrangement or conduct of the Exhibition. No relocation shall be made,

without affording the Exhibitor the opportunity to indicate a preferred alternative location at the Venue, but any decision by AWISA with respect to location shall be final and shall not relieve the Exhibitor of any obligation under this agreement. The Exhibitor shall have no claim for compensation as a result of the Floor Space not being made available to the Exhibitor so long as the Exhibitor is allowed to use and occupy an area at the Venue which is at least of equal size to the Floor Space. If the Exhibitor is allocated an area smaller than the Floor Space, the Exhibitor shall be entitled to a refund of the Floor Space Payment which is proportionate to the reduced area but shall not be entitled to claim any other compensation in respect of the change to Floor Space. Upon execution of this agreement the Exhibitor shall be deemed to be satisfied with the Floor Space allocation and waives all rights and entitlement to a refund of any deposit money or Floor Space Payments paid or payable to AWISA (except in the circumstances set out in this clause).

6. FLOOR SPACE PAYMENTS

If at the date of this agreement all or any of the dates specified in the Schedule for making Floor Space Payments have elapsed, the payments which are past due must be paid on the date of this agreement. Unless otherwise provided, Floor Space Payments including the deposit made pursuant to this agreement are non-refundable. If AWISA has not received payments due under this agreement within one month of the due date, AWISA may terminate this agreement and reallocate the Floor Space to a third party and reserves the right to exclude the Exhibitor from any Exhibition surplus rebate. If the Exhibitor fails to use or occupy all or any part of the Floor Space, no part of any payment by the Exhibitor will be returned or refunded or used to set off or applied to any amounts which may become due and payable to AWISA by the Exhibitor in the future. AWISA shall be entitled to a general lien over the Exhibit for all sums owing to it by the Exhibitor, whether for outstanding Floor Space Payment or otherwise.

7. INSTALLATION AND REMOVAL OF EXHIBITS

AWISA shall advise the Exhibitor of the dates of installation at and removal from the Venue of the Exhibit and Products and any equipment. The Exhibitor is liable for the movement of the Exhibit and Products and any equipment to be used by the Exhibitor to and from the Floor Space and all installation and removal expenses. Any expenses incurred by reason of failure of the Exhibitor to conform with the installation and removal dates are also payable by the Exhibitor. The Exhibit must be completely installed and ready for display no later than 8:00 p.m. on the last installation day as notified by AWISA. The Exhibit must not be dismantled or removed in whole or in part, prior to the closing time of the Exhibition notified by AWISA, without written permission from AWISA. AWISA will have the ultimate control over the scheduling of installation and removal of the Exhibits and the Exhibitor must comply at its own cost and must procure its contractors, employees and agents to comply with all reasonable directions of AWISA.

8. REJECTED DISPLAY

The Exhibit shall be admitted to the Exhibition and shall remain at the Exhibition for its duration subject to the Exhibitor's continued compliance with these terms and conditions and the reasonable directions of AWISA. In the event that the Exhibitor does not comply with these terms and conditions or in the event that the Exhibitor engages in conduct which is considered by AWISA to be detrimental to the best interests of the Exhibition or if the Exhibit is in the view of AWISA, unsafe or dangerous, AWISA is entitled to:

- (i) reject, eject or prohibit any Exhibit or its operation in whole or in part and/or
- (ii) eject or refuse to admit the Exhibitor.

If an Exhibit is so rejected, ejected or prohibited or the Exhibitor is ejected or refused admission pursuant to this clause the Exhibitor shall have no recourse against AWISA and the Floor Space Payments made by the Exhibitor or any part thereof shall not be refunded by AWISA.

9. ADMISSION, IDENTIFICATION, AND REPRESENTATION

Admission of the Exhibitor's representatives and visitors to the Exhibition shall at all times be controlled solely by AWISA. The Exhibitors representatives shall wear identifying badges as provided by AWISA during the course of the Exhibition. The Exhibitor's representatives shall only be permitted to enter the Exhibition at the times published in the Exhibitor's Manual and shall not be permitted to remain in the Venue after the published closing time each day. Access outside the published hours shall only be by special written permission from AWISA. Raw materials shall be delivered and finished work removed, during the period designated in the Exhibitor's Manual.

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10. LABOUR AND SERVICES

The Exhibitor must at its own cost use the Official Contractors for the supervision and placement of equipment, the erection of mobile displays and display material at the Exhibit. If Official Contractors are not provided, the Exhibitor may employ or engage at its own cost its own labour to carry out such work.

11. CONDITIONS FOR DISPLAY

AWISA may make, vary or amend the Exhibition Rules. The Exhibitor must comply with any Exhibition Rules notified by AWISA to the Exhibitor. The Exhibit shall be designed and built in accordance with these terms and conditions and in accordance with any Exhibition Rules which may be issued from time to time by AWISA. Security of the Exhibit and the Products and any other goods and equipment used in connection with it and the safety of the Exhibitor's personnel, and other persons in the vicinity of the Exhibit shall be the responsibility of the Exhibitor. The Exhibitor is liable for personal injury caused to any person at the Exhibit or in the vicinity of the Exhibit. The Exhibitor is liable for all claims, costs, damage and liability caused directly or indirectly by the Exhibitor's acts or omissions, the Exhibit, the Products and any other goods or equipment used at the Exhibit. The Exhibitor may submit sketches of and specifications for its proposed Exhibit and AWISA shall advise the Exhibitor regarding the acceptability of its proposed Exhibit. Any advice so given shall not be construed as prejudicing any right of AWISA to require changes to the design, construction or specification of the Exhibit before or after the Exhibit is installed.

12. ELECTRICAL WIRING

All temporary electrical installations to the Exhibit must be in accordance with any relevant regulation and inspected by an officer from the local body or institution responsible for electricity supply to the area of the Venue. All electrical installations carried out in the Venue must be carried out by Official Contractors and no other party is permitted to do any electrical connection work on the Exhibit whatsoever.

13. FIRE SAFETY

Materials used in connection with the construction or decoration of the Exhibit must not be readily ignitable or be capable of emitting toxic fumes should ignition occur. The use of crepe paper, corrugated cardboard, straw, untreated hessian, polystyrene or PVC sheet is strictly prohibited. The Exhibitor must ensure that no part of the Exhibit obstructs access to any fire equipment at the Venue at any time, and must ensure that any fire equipment located in the Floor Space is visible and accessible at all times. Removal of equipment, fabrics, stands or decorations ordered to be removed by AWISA or any statutory authority shall be done immediately at the expense of the Exhibitor. Smoking is prohibited in the Venue.

14. NUISANCE

The Exhibitor shall co-operate in eliminating or reducing as much as possible the noise caused by the operation of machines used in connection with the Exhibit. Noisy or obstructive work during the open hours of the Exhibition is prohibited. Exhibits involving noise that tends to interfere with ordinary conversation at adjacent exhibits shall be subject to such restrictions as AWISA in its discretion may impose. The use of devices for mechanical reproduction of sound is prohibited, with the exception that Exhibitor may project slides, motion pictures and television images within its own Floor Space provided that projection equipment screens and sound equipment shall be located so that they are not objectionable to neighbouring exhibitors and viewers do not obstruct aisles. AWISA reserves the right to curtail the use of any sound devices. Samples, souvenirs, shopping bags, catalogues, pamphlets, publications etc. shall not be distributed except from within the Floor Space. Any demonstration, or other activity engaged in by the Exhibitor which results in obstruction of aisles or which prevents ready access to a neighbouring exhibit shall be restricted or suspended as AWISA in its absolute discretion may require.

Representatives of the Exhibitor wearing distinctive costumes, uniforms or shop coats, or carrying banners or signs separately or as part of their apparel, shall not be permitted to appear at the Exhibition, except on the Exhibit or in their ordinary passage to and from the Exhibit.

15. MACHINERY SAFETY

Physical barriers and attendants must be provided and be present at all times at the Exhibit if it has moving equipment. The Exhibitor shall at all times comply with all local regulations issued by the relevant fire, health, public safety, plant safety or other authorities.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

(a) It is agreed that the sole obligation of AWISA is to use its reasonable endeavours to provide the Exhibitor with the Floor Space.

(b) Certain legislation such as the Competition and Consumer Act 2010 implies into contracts terms which cannot be excluded by this agreement and where such terms apply, this agreement shall be read as if they were repeated in this agreement.

(c) In the event AWISA breaches its obligations under this agreement, AWISA agrees at its election to the re-supply of the services or payment of the cost of having the services supplied again to an overall financial limit of the total amount of the Floor Space Payment payable under this agreement or \$5000.00 which ever is the lesser. AWISA shall in no event be liable to the Exhibitor in respect of matters not notified within 3 months of the completion of the relevant service under this agreement.

(d) AWISA's total liability under this agreement to the Exhibitor, whether in contract, tort (including negligence) or otherwise, is to the extent permitted by law expressed in this clause and AWISA shall have no further or other liability to the Exhibitor, whether for consequential loss or any other loss, whatsoever.

(e) The Exhibitor agrees that it will be liable for and will indemnify AWISA its directors, officers, members, agents and employees and keep them indemnified against liability, loss, claim, demand, action, damage, cost, expense or proceeding of any kind (including legal costs on an indemnity basis) however arising due to:

(i) the negligence, omission or default of the Exhibitor or any employee, contractor or agent of the Exhibitor in the performance of the Exhibitor's obligations under this agreement or in respect of the Exhibit, including damage to property or death or injury of any person; or

(ii) a breach of this agreement by the Exhibitor.

(f) In the event of cancellation or disruption of the Exhibition for any cause, AWISA shall have the right to retain such part of the Exhibitor's Floor Space Payments as may be required to reimburse AWISA for expenses reasonably incurred by AWISA resulting from any cancellation or disruption to the extent that the cancellation or disruption is not directly attributable to any default on AWISA's part. AWISA undertakes to take all steps reasonably available to it to mitigate expenses incurred as a result of the cancellation or disruption of the Exhibition.

(g) AWISA does not warrant the number of attendees to the Exhibition and the Exhibitor waives any claim against AWISA arising as a result of the volume of business conducted by the Exhibitor at the Exhibition.

17. INSURANCE

The Exhibitor agrees that it will effect in respect of the Exhibit the following insurances for the duration of the Exhibition:

- public liability and negligent damage to property insurance for injury related to the Exhibit caused by the Exhibitor or AWISA to the amount of \$10,000,000.00;
- accidental destruction of or damage to the Exhibit, the Floor Space, the Venue, the Exhibitor's fixtures and fittings to reinstatement value and insurance covering theft of the Exhibit, Products and any other equipment the Exhibitor uses at the Exhibition;
- insurance against business interruption and loss of profits suffered arising out of the Exhibition;
- product liability insurance; and
- worker's compensation insurance.

The Exhibitor will upon request by AWISA provide evidence satisfactory to AWISA that the Exhibitor has obtained the insurances required under this clause.

18. DAMAGE TO BUILDINGS

At the conclusion of the Exhibition, the Exhibitor shall, in a manner satisfactory to AWISA and the Venue owner, remove the Exhibit, the Products and Services and any other equipment used at the Exhibit and shall repair any damage and reinstate the Floor Space to the same condition it was in at the commencement of the Exhibitor's occupation, and shall return possession of the Floor Space to AWISA. The Exhibitor agrees it is liable to and shall indemnify AWISA for AWISA's costs of restoring the Floor Space to the same condition before the Exhibition. The Exhibitor shall not fasten machines or equipment to the floor of the Venue by drilling into floor level or by use of adhesives. All costs for removing stickers and labels from floors, columns, walls or other stands, anywhere in the Venue that relate to the Products and Services exhibited by the Exhibitor or that were affixed or issued by the Exhibitor will be charged to the Exhibitor.

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19. RESOLUTION OF DISPUTES

AWISA shall have the right, but not the obligation, to resolve disputes or disagreements between the Exhibitor and other exhibitors, or between the Exhibitor and Official Contractors or labour unions. In the event of a dispute or disagreement between the Exhibitor and an Official Contractor or between the Exhibitor and a labour union representative, or between the Exhibitor and other Exhibitors, any action or decision by AWISA intended to resolve the dispute or disagreement shall be binding on the Exhibitor.

20. GOVERNING LAW

This agreement is subject to the laws of the State in which the Venue is situated and the parties submit to the jurisdiction of the Courts in that State.

21. INTERPRETATION

In this agreement words importing the singular shall include the plural and words importing the masculine gender shall include the female gender and if applicable a corporation. If this agreement is translated to a language other than English, the English version of the agreement shall prevail in any interpretation of its terms.

22. NOTICES

Either party may give the other notice under this agreement by letter or facsimile, addressed in the case of a letter at the address last known to the party giving the notice, any such notice shall be considered given when the letter or facsimile would have been delivered in the ordinary course of post or transmission.

23. GOODS AND SERVICES TAX

All Floor Space Payments are security deposits as defined by the Australian Taxation Office. No GST input tax credit can be claimed on security deposits. Despite any other provision of this agreement, it is agreed that the amount payable by the Exhibitor to AWISA under this agreement is exclusive of GST. In respect of the GST liability of AWISA for GST under this agreement AWISA expects that this will be covered by the surplus generated by the Exhibition which is rebated to Exhibitors in the manner in which AWISA sees fit. The amount of the GST liability under this agreement will be deducted from the rebate distributed to the Exhibitor and a tax invoice will be provided by AWISA to the Exhibitor after the Exhibition on which the full GST input tax credit may be claimed. In the event of the surplus not covering the GST liability under this agreement the Exhibitor agrees to pay AWISA an additional amount to cover the amount of the GST within 7 days of request.

24. VENUE REGULATIONS

The Exhibitor must comply with the Venue operators rules and regulations, and with any Acts of Parliament or regulations and amendments thereof relevant to the operating of the Venue and any such further lawful instructions or regulations which may be issued by an officer of any statutory authority charged with public safety in a public building. A copy of the rules, regulations, conditions and other requirements of the Venue operator will be made available to the Exhibitor on request.

25. PRIVACY AND EMAIL USE

The Exhibitor authorises AWISA to provide the Exhibitor's contact details to the Venue and Official Contractors and authorises AWISA, the Venue and Official Contractors to communicate with the Exhibitor by any means including email.

26. EXHIBITOR ACKNOWLEDGEMENTS

The Exhibitor acknowledges and agrees that:

- (a) it has not relied in entering into this agreement on any representation or warranty except as set out in this agreement;
- (b) it is reasonable for AWISA to limit its liability in the manner set out in this agreement;

- (c) payment of money due to AWISA within the period agreed between the parties is a fundamental term of this agreement and that to the maximum extent permitted by law, AWISA will have no liability to the Exhibitor for its acts or omissions or for any work required to be undertaken by it under this agreement if the circumstance or event which would otherwise give rise to liability occurs at a time when the Exhibitor is in breach of its payment obligations to AWISA;
- (d) under no circumstances will AWISA have any liability for any deliberately wrongful act, default or omission by any agent or employee of AWISA acting in the course of his or her employment unless such act, default or omission could have been avoided by the exercise of due care and diligence on the part of AWISA as employer.

27. TERMINATION

- (a) Any breach by the Exhibitor of any provision of this agreement which is not rectified within seven days of notification, or such other time as is reasonable in the circumstances will entitle AWISA to terminate this agreement.
- (b) AWISA may immediately terminate this agreement by notice in writing if:
 - (i) the Exhibitor:
 - (1) becomes insolvent or bankrupt or enters into a scheme of arrangement with creditors;
 - (2) is subject to a charge of fraud or other dishonesty offence;
 - (3) is subject to a judgment or order regarding non-payment or late payment of tax; or
 - (ii) AWISA suspects for any reason that the Exhibitor may be unable to meet its financial obligations under this agreement.
- (c) If this agreement is terminated under any provision of this agreement, the Exhibitor must on or before the date seven days after termination:
 - (i) pay all amounts owing under this agreement; and
 - (ii) return all confidential information, equipment and other property owned by AWISA and held by the Exhibitor.
- (d) Termination of this agreement does not affect any accrued rights or remedies which either party may have, and in particular does not affect AWISA's rights under clause 18.

28. AWISA INTELLECTUAL PROPERTY

The Exhibitor acknowledges that it has no rights or interest in any trade marks, service marks, trade names or other intellectual property of AWISA and disclaims any right to any interest in such marks, names and property and must not use any such marks, names or property in relation to the Exhibit or otherwise except as authorised by AWISA in writing.

29. GENERAL PROVISIONS

- (a) This agreement constitutes the entire agreement between the parties and supersedes all prior representations understandings and statements made, whether verbally or in writing.
- (b) No right under this agreement shall be deemed to be waived except by notice in writing signed by the party waiving the right. Failure by AWISA to enforce any clause of this agreement or any forbearance, delay or indulgence granted to the Exhibitor will not be construed as a waiver of AWISA's rights under this agreement.
- (c) If a provision of this agreement is invalid, unenforceable or illegal the offending provision shall be deleted and the remainder of the agreement shall continue to have full effect according to its terms.

ENQUIRIES

Please direct all enquiries to:

Australian Woodworking Industry
Suppliers Association Limited

P.O. Box 925, Avalon, NSW 2107, Australia

Telephone: 02 9918 3661

Facsimile: 02 9918 7764

Email: info@awisa.com