

ANNEXURE 1: STANDARD TERMS & CONDITIONS

In this agreement the "organiser" means Zovicap (Pty) Ltd, the organiser of WOODEX FOR AFRICA and DECK & FLOORING EXPO the "exhibitor" means the party detailed in exhibitor booking form, that form an integral part of this agreement.

1. TERMS AND CONDITIONS

- 1.1 The organiser shall do everything within its power to ensure that the location of the stand within the exhibition is as agreed in this agreement, the organiser shall have the right to relocate the stand at their discretion and the organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of a relocation.
- 1.2 Whilst the organiser will take all reasonable steps to ensure that access to and vacant possession of the stand is given to the exhibitor for the purpose of preparation and use of the stand upon the dates agreed in this agreement, such dates shall be variable in the discretion of the organiser so as to be compatible with the successful organisation of the exhibition as a whole and the organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of a delay.
- 1.3 The organiser does not warrant that the stand is suitable or fit for the purpose intended by the exhibitor. The exhibitor acknowledges that it has satisfied itself that the stand is suitable for the purpose intended.
- 1.4 The organiser reserves the right in its sole and absolute discretion, should the venue become unusable for whatsoever reason, to relocate to a new venue in the best interests of the exhibition as a whole, and furthermore subject to the terms and conditions of this agreement and the organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of a relocation.
- 1.5 The organiser reserves the right in its sole and absolute discretion, should the dates become unsuitable for whatsoever reason, to reschedule the dates to a time more advantageous to the success of the exhibition as a whole and the exhibitor agrees to be bound by such dates and the organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of a rescheduling.
- 1.6 The parties agree that the rule of interpretation to construe contract terms against the drafter, namely the contra proferentum rule shall not be applicable.
- 1.7 This agreement shall apply to all services rendered by the organiser to the exhibitor, to the complete exclusion of any other terms and conditions, whether oral or in writing.
- 1.8 The headings in this agreement have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.

2. CONSIDERATION, PAYMENT AND SURETY

- 2.1 The consideration recorded on the exhibitor's application to exhibit are inclusive of VAT and shall be payable strictly in accordance with the payment terms on the application, failing which the full amount owing shall become due and payable without notice.
- 2.2 The consideration payable by the exhibitor shall be paid without deferment, free of exchange and without any deduction or set-off of whatsoever nature.
- 2.3 The exhibitor acknowledges that:
 - 2.3.1 Full payment is required before build-up of their exhibition stand may commence.
 - 2.3.2 All payments made to the organiser shall only be deemed to have been received by the organiser when same is actually delivered to the organiser and all risk in and relating to such payments shall lie with the exhibitor until date of delivery to the organiser;
 - 2.3.3 Payments made directly into the organiser's bank account shall be at the exhibitor's risk until confirmed as cleared funds by the organiser's bankers; and
 - 2.3.4 Unless otherwise specifically directed in writing by an authorised representative of the organiser, no third party is authorised to accept any payment due by the exhibitor on behalf of the organiser.
- 2.4 In the event of any amount not being paid by the exhibitor to the organiser on due date, the organiser will have the right, in addition to and without prejudice to any of the organiser's other rights or remedies in law:
 - 2.4.1 to charge interest at the rate of 17% compounded monthly interest from due date of payment until payment is received in full, including payment for all costs and expenses (including legal costs on an attorney own client scale) incurred by the organiser in connection with the recovery of any payment due to it by the exhibitor; and
 - 2.4.2 to claim all other amounts owed by the exhibitor to the organiser which shall forthwith become due and payable.
- 2.5 The organiser shall, in its sole and absolute discretion be entitled to appropriate any and all payments made by the exhibitor towards the payment of any debt or obligation of whatsoever nature owed by the exhibitor to the organiser, irrespective of when or how such obligation or debt arose.
- 2.6 A certificate signed by a director or the organiser as to the amount owing to the organiser by the exhibitor at any time shall be admitted as evidence in any legal proceedings or for any other purpose whatsoever and shall constitute prima facie proof of its contents and of the amount owing by the exhibitor to the organiser.
- 2.7 Should the exhibitor want to cancel their participation on the show - a **LETTER OF CANCELLATION** must be sent to the organiser. The organiser will not accept a cancellation if the exhibitor has not given written notification and the organiser shall not be obliged to accept or agree to a cancellation.
- 2.8 If the exhibitor cancels the agreement and the organiser agrees to accept such cancellation:
 - 2.8.1 the exhibitor will be **liable for 100% of the agreement** value subject to the cancellation 60 days or less before the exhibition.
 - 2.8.2 the exhibitor will be **liable for 60% of the agreement** value subject to the cancellation between 61 and 120 days before the exhibition.
 - 2.8.3 the exhibitor will be **liable for 40% of the agreement** value subject to the cancellation between 121 and 180 days before the exhibition.
 - 2.8.4 the exhibitor will be **liable for 20% of the agreement** value subject to the cancellation between 181 and 270 days before the exhibition.
- 2.9 If the party signing this agreement on behalf of the exhibitor has not been authorised to do so the exhibitor hereby agrees that in such case its members, directors or partners shall be personally liable for all obligations in terms of this agreement.
- 2.10 Should the Exhibitor be a Company, Close Corporation, Trust, Association or Partnership, then the signatory hereto agrees to bind him / herself as surety for and co-principal debtor with the Exhibitor for all amounts owing by the principal debtor in terms of this Agreement to the Organiser. The Signatory hereto, further hereby renounces the benefits and defenses of exclusion and division.

3. STAND PREPARATION

- 3.1 The organiser shall be entitled to issue written and oral directives and orders from time to time regarding methods and materials of construction, stand layout, design and quality of installation and the exhibitor shall timeously comply with such directives and orders.
- 3.2 The organiser shall at all times be entitled to free and undisturbed access to the stand during the preparation and use thereof by the exhibitor.
- 3.3 In any event the stand shall be prepared, and the installation shall be constructed to a standard at least equal to the general standard of the remaining stands rented by other exhibitors at the exhibition.

- 3.4 After completion of the installation, the organiser shall be entitled to require the exhibitor to make such additions or changes to the installation, as it in its discretion requires.
- 3.5 Ownership in and to the shell scheme shall not pass to the exhibitor nor shall the exhibitor enjoy any rights in respect of the shell scheme save and except those specifically granted to it in terms hereof. Upon the termination of the exhibition the exhibitor shall return the shell scheme to the organiser in good condition, fair wear and tear accepted. During the course of the exhibition, the exhibitor shall maintain the shell scheme in good order and condition and shall follow all of the organiser's instructions from time to time with regard to the use and care thereof.

4. USE OF THE STAND AND NO CESSION OR ASSIGNMENT

- 4.1 The exhibitor shall not use any form of visual or vocal apparatus on the stand, which cause an annoyance or nuisance to other exhibitors, the organiser or the landlord, or demonstrate any product, which produces excessive noise. Noise levels must be confined to the stand and no amplified sound may be heard outside the stand. Noise levels may not exceed 70 DB.
- 4.2 The exhibitor shall only be entitled to distribute literature and printed matter from its stand and shall not be entitled to distribute same anywhere else at the exhibition without the organiser's written consent.
- 4.3 The exhibitor shall not be entitled to cede, assign, transfer, make over, sublet, subcontract, delegate or alienate any of its rights or obligations in terms of this agreement without the organiser's written consent.
- 4.4 The exhibitor shall keep the stand open and adequately staffed whenever the exhibition is open to the public.
- 4.5 The nature of the services to be provided to the stand or the exhibition site shall be in the sole and absolute discretion of the organiser.
- 4.6 All corner stands must be open on the aisles. Under no circumstances may the open side/s of an aisle stand be closed with any form of walling or partitioning.

5. ATTENDANCE

- 5.1 The organiser does not guarantee the number of persons expected to attend the exhibition and gives no warranties in this regard.

6. CANCELLATION & BREACH

- 6.1 The exhibitor shall not be entitled to cancel this agreement at any time without the written consent of the organiser and this will be subject to the conditions in 2.3 to 2.8 **CONSIDERATION AND PAYMENT.**
- 6.2 In the event that the organiser institutes legal action against the exhibitor in terms of the provisions of this agreement, then the exhibitor will be liable for the organiser's legal costs on the Attorney and Client scale, as well as collection commission, fees for tracers and advocates fees.

7. EXCLUSION OF LIABILITY

- 7.1 The organiser shall not be responsible for any special, direct, indirect or consequential loss or damage to the stand or other property of any kind brought into the exhibition by the exhibitor, its servants, employees, agents, contractors or invitees or for any injury to the person of an exhibitor, or any of its servants, employees, agents, contractors or invitees howsoever such loss or damage to the stand or property; or injury to person may be caused and notwithstanding that such loss or damage to the stand or property, or injury to person may have been occasioned by the fault, neglect or gross negligence of the invitees or by the exhibition site being in or falling into a defective state of repair.
- 7.2 In addition, and not limiting the generality of the foregoing, under no circumstances shall the organiser be liable towards the exhibitor or any other person for any loss of any nature whatsoever and howsoever arising, including but not limited to lost goodwill, loss of profits, loss of revenue or, difficulties which may arise out of this agreement,
- 7.3 The exhibitor hereby indemnifies the organiser against all and any actions, claims, demands, costs, charges or expenses arising or resulting directly, or indirectly from any act, omission or negligence by the exhibitor, its servants, agents, contractors or invitees notwithstanding that such action, claim, demand, cost, charges or expenses may have been occasioned in whole or in part by the fault, neglect or gross negligence by the organiser, its servants, employees, agents, contractors or invitees, or by the exhibition site or any installations thereof being of falling into a defective state of repair.

8. RIGHT TO USE EXHIBITORS NAME

- 8.1 The exhibitor hereby authorises the organisers to use the exhibitor's name and photographs for promotional purposes, and in so doing, the organiser undertakes not to use such name in a derogatory fashion or manner.

9. INSURANCE

- 9.1 The exhibitor is responsible for the insurance of any goods brought by them into the exhibition halls. The organisers will not be held liable for any loss in respect of such goods from any cause whatsoever and without limiting the generality of the foregoing, whether by theft, fire, breakage and/or negligence of any persons.

10. GENERAL

- 10.1 No variation of this agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto.
- 10.2 No indulgence or extension, which the organiser may allow to the exhibitor, will be regarded as a variation of this agreement, or a waiver of the organiser's rights in terms of this agreement.
- 10.3 No remedies conferred by this agreement are intended to be exclusive in any other remedy which is otherwise available in law, unless expressly limited in this agreement. Each remedy shall be accumulative and in addition to any other remedy granted in terms of this agreement or otherwise available in law. The election of any one or more remedy by any of the parties shall not constitute a waiver by such party of the right to pursue any other remedy.
- 10.4 If any provision of this agreement are rendered void, illegal or unenforceable in any respect such provision shall be severable and the validity, legality and enforceability of the remaining provisions of this agreement shall remain in full force and effect.
- 10.5 This agreement may be executed in one or more counterparts which, when read together, will constitute a single binding agreement.
- 10.6 For the purpose of delivery of all notices and / or processes arising from or in connection with this agreement, the exhibitor chooses as its domicilium citandi et executandi the address stated in the exhibitor's application to the OR registered office of the exhibitor.
- 10.7 The parties hereby agree that the law of the Republic of South Africa will govern this agreement.

11. STAND VETTING

- 11.1 In the interest of maintaining the quality level of the exhibition, the organisers will vet all the stands by 18h00 on the last day of build up. Should the exhibitors stand be below the standard of the exhibition or not fit the profile of the exhibition, the exhibitor will be given notice to fix the problem within 2 hours or the stand will be closed.