

Australian Manufacturing Week and Austech Exhibition 2022

8th – 11th March, 2022

Melbourne Convention & Exhibition Centre, Melbourne AUSTRALIA

Exhibition Booking Form: Terms & Conditions

1. Definitions

AMTIL for the purposes of these Terms and Conditions means AMTIL, the Australian Manufacturing Technology Institute Limited and its authorised agents and representatives acting within the scope of their authority. The term "Exhibition" as used in these Terms and Conditions means the AMW/Austech Exhibition. The term "Show" as used in these Terms and Conditions means the AMW/Austech Exhibition. The term "Exhibitor" as used in these Terms and Conditions means any person or company exhibiting in the Show, its representatives, agents and employees at the Show. The term "Venue" means the venue at which the AMW/Austech Exhibition takes place. The decisions of AMTIL in interpreting these Terms and Conditions will be final.

2. Event Regulations

- a) AMTIL and its designated servants or agents, reserve the right to alter or add to these Terms and Conditions as may be necessary for compliance with any laws or with any direction given by the Owner/Lessor of the Exhibition Site, and generally for the efficient running of the Exhibition.
- b) The Exhibitor shall observe all rules laid out in these Terms and Conditions and the Exhibitors Manual. AMTIL reserves the right to cancel the application or contract if the Exhibitor fails to observe the rules. In this case, AMTIL shall not be liable for any damage to the Exhibitor caused by such actions.
- c) The Exhibitor must comply with the Venue operator's rules and regulations, 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.
- d) The Exhibitor agrees to comply with all directions and legal requirements of all Government bodies, Acts of Parliament, or statutory authorities relevant to the operation of the exhibition.

3. Eligibility

AMTIL reserves the right to deny exhibit space to any company or product that they deem may not be appropriate to the show.

4. Allotment of Space and Subletting

- a) Allotment of space to an Exhibitor, which will then constitute a license to exhibit and not a tenancy, will follow acceptance of an Exhibitor's application. AMTIL reserves the right at any time to alter the size, shape or position of the floor plan as may be necessary for the best interest of the exhibition. A cost adjustment will be made to any Exhibitor in the event of reduction of their display space.
- b) An Exhibitor shall not sublet any part of his space. However, an Exhibitor may use his space to exhibit any eligible products: (i) manufactured or sold in his own name, (ii) manufactured or sold by any company controlled by or under common control with Exhibitor, (iii) manufactured or sold by a joint venture in which he participates, or (iv) produced or sold pursuant to a manufacturing or sales license. Comparisons or comparative tests involving actual products or equipment other than those defined immediately above as "eligible products" will not be permitted unless the manufacturer of the product or equipment concerned shall have given his prior or written consent.
- c) The Exhibitor shall not exhibit, offer for sale, give as a premium, or furnish literature about any other products or services except where AMTIL determines that such activities are required for the proper demonstration or operation of Exhibitor's displays. In any case, identification of such articles or services shall be limited to the regular nameplate, imprint, or other identification, which in standard practice appears normally on the articles or in connection with the services or signage limited to no greater than 300mm x 220 mm. Exhibitor shall not permit persons other than its own representatives (including those of any corporate affiliate, joint venture partner or licensee), or of officially designated labour or service sources to use its booth for any purpose, unless given prior written consent from AMTIL.
- d) Companies wishing to provide complimentary services (e.g. tooling, tool sharpening, coolants, oil, transportation, and other services related to the Show) must be Austech/AMW Exhibitors or adhere to signage guidelines outlined in clause 4c above. AMTIL reserves the right to deny exhibit space, remove signage or exhibits from any stand which contravenes clause 4c of these Terms and Conditions. In this case, AMTIL shall not be liable for any damage to the Exhibitor caused by such actions.
- e) Ballot Rules which facilitate the preliminary allocation of floor space at this Exhibition form part of these Terms and Conditions.

5. Stand Design and Content

- a) Exhibits must fall within the scope of the exhibition. No other exhibit or products (including demonstration machinery) are to be displayed without prior written consent from AMTIL.
- b) The design of all stands and exhibits and their weight or character is subject to the prior approval of AMTIL. Their construction, erection and dismantling shall be carried out under the supervision of and subject to conditions laid down by AMTIL and the Venue. Any stand considered not to be in the best interests of the Exhibition, or which does not comply with State Occupational Health and Safety guidelines may be removed or altered by AMTIL at the expense of the Exhibitor.
- c) Each exhibit shall be admitted to the Show and shall remain at the Show, subject to Exhibitors continued compliance with these rules. AMTIL reserves the right to reject, eject or prohibit any exhibit or its operation in whole or in part, or to eject or refuse to admit an Exhibitor or his representative, for failure to comply with these rules or with any instructions issued by AMTIL or for conduct deemed detrimental to the best interests of the Exhibition. If an exhibit is rejected, ejected or prohibited for violation of these Terms and Conditions, or the Exhibitor or his representative is ejected or refused admission pursuant to this paragraph, the Exhibitor shall have no recourse against AMTIL and no portion of the space payment shall be refunded.
- d) Exhibitors are prohibited from operating any type of machinery or equipment at a sound level which, in AMTIL's sole opinion because of its loudness, is likely to cause nuisance or annoyance to neighbouring Exhibitors or Visitors. Sound produced by other means such as video presentations or broadcast commentary should not disrupt neighbours' activities relating to normal conversation. AMTIL reserves the right to curtail any sound device.
- e) Exhibitors may project slides, motion pictures, last imaging and television images within its own booth, up to the height limitations for displays specified in the Exhibitor Manual 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.
- f) The Exhibitor is at all times during the Exhibition required to keep their stand and display space open to view and properly staffed by competent representatives. The Exhibitor is also responsible for the maintenance of their stand and display space in a clean and tidy condition.
- g) Should the wording or appearance of any sign or structure in the Exhibitors booth be deemed by AMTIL to be contrary to the best interests of the Show, the Exhibitor shall make such changes as requested by AMTIL.

h) The Exhibitor undertakes to have their display space ready, with all exhibits available for display and completed by the time specified by AMTIL preceding the opening of the Exhibition.

6. Payment Terms

a) Payment Schedule

10% of the total rental at the time of booking

45% on or before 29th October 2021

45% on or before 11th February 2022

The Organisers reserve the right to re-let any unconfirmed space.

- b) If AMTIL agree to release the Exhibitor from their obligations under the Agreement in exceptional circumstances, then in that event the Exhibitor will be liable to pay all monies due at the point of cancellation under the Agreement. This special proviso will lapse if less than eight weeks remain before the opening of the Exhibition, whereupon all monies due from the Exhibitor to AMTIL shall become payable forthwith upon demand.
- c) The contractual price (unless otherwise stated by AMTIL) does not include the following: Connections for electricity, gas, waste, loading and handling equipment and staff, stamp duty levied on this Agreement, advertising catalogue or handbill, telephones, insurance, dressing of stand, electric current, cleaning of exhibits or any State and Federal taxes levied on this agreement.
- d) In addition to the contract price, the Exhibitor must pay any duties, taxes (including without limitation any Value Added, Consumption or Goods & Service Tax) or similar imposts which may from time to time be imposed on a Service or payment for a Service.
- e) Should the balance of cost due to AMTIL not have been paid prior to the initial move in day, the Exhibitor will not be permitted to occupy their stand, and will forfeit to AMTIL all their rights under the Austech contract and AMTIL shall be entitled to take possession and use the space for their own purposes and may allot the space to another Exhibitor.
- f) Following acceptance by AMTIL of the Exhibitor's application for display space, should the Exhibitor be then unable or unwilling to perform their part of the Agreement, or fail to comply with these Rules and Regulations, or otherwise breach the Agreement, AMTIL may retain the deposit paid as liquidated damages in reimbursement of management costs and other fees and expenses incurred by AMTIL. The Exhibitor shall thereafter be prohibited from occupying their display space and stand and shall immediately remove the exhibits from the Exhibition site in accordance with AMTIL's direction. Alternatively, AMTIL may do so at the Exhibitor's cost and dispatch such exhibit to the address stated in the Exhibitor's Booking Form.
- g) AMTIL is working closely with the venue and suppliers to plan a robust and safe event in March 2022. Should the need to reschedule this event arise, Australian Manufacturing Week exhibitors will be offered comparable space for the new dates. If exhibitors are unable to participate in the rescheduled dates, a full refund will be offered.

7. Occupational Health and Safety

- a) AMTIL's Occupational Health and Safety Policy forms part of these Terms and Conditions. This policy is available from AMTIL on request.
- b) All plant, machinery and exhibits must comply with statutory requirements as to safety and particularly in the case of the storage of petrol, explosives and other inflammable material. No article of a dangerous character shall be taken into the Exhibition except with AMTIL's prior written approval.
- c) 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. Removal of equipment, fabrics, stands or decorations ordered to be removed by AMTIL or any statutory authority shall be done immediately at the expense of the Exhibitor.
- d) Smoking is prohibited in the Venue.
- e) No vehicles, manual or powered, shall be operated anywhere in the exhibit halls during the open hours of the Show.
- f) The Exhibitor is required to ensure their stand and their staff comply with all Occupational Health and Safety guidelines.
- 7g) No equipment of exhibits will be allowed to operate if they do not meet the safety standard requirements of Australian Standard 4024.1 Series – Safety of Machinery.
- 7h) Exhibitors will be required to provide a current Risk Assessment for equipment and exhibits that will be in operation.

8. Exhibitor Conduct

- a) The Organisers reserve the right to refuse any person admission to the exhibition without assigning any reason. It is the responsibility of the Exhibitor to see that passes which, on request will be supplied to their staff, are not misused or lent to other persons.
- b) Exhibitors are required to conduct any business or promotional activities only from their display space and to keep passageways in front of their display space free from obstruction.
- c) AMTIL reserves the right in its sole discretion to deny admission to any Exhibitor or attendee whose dress or conduct is deemed to be inappropriate.
- d) 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.
- e) Samples, souvenirs, shopping bags, catalogues, pamphlets, publications, etc., shall not be distributed except from within an Exhibitors booth.
- f) Adhesive-backed, pressure-sensitive stickers, magnets and labels shall not be distributed on Show site. Violations of this rule shall be deemed conduct detrimental to the best interests of the Show and will also subject the Exhibitor to any cleaning and repair charge incurred to remove them from floors, walls, columns, other booths, etc. Any food or beverage items distributed by Exhibitors to attendees must be purchased and supplied by the Venue.
- g) Disposing of or parting with stock on display for cash payment (including food, drink, tobacco or promotional aids), is not permitted unless the Exhibitor has obtained prior approval from AMTIL.
- h) Lotteries, game of chance or sideshows must have the approval of AMTIL and appropriate permits must be in place.
- i) Exhibitors are prohibited from engaging outside contractors, or employed persons not being financial members of the appropriate union for the purpose of any construction or demolition work on the Exhibitor's stand or Exhibition site.
- j) The Exhibitor is not permitted to conduct any events or activities away from the AMW/Austech Exhibition venue during show hours or encourage visitors to view goods and services in another location. Exhibitors are also prohibited from removing Austech visitors from the venue during exhibition hours of operation.
- k) Exhibitors are prohibited from doing anything which, in the opinion of AMTIL, may bring discredit upon the Exhibition or have a detrimental effect on other exhibitors.

9. Insurance and Liabilities

- a) The Exhibitor is responsible for all personal injury or damage to property arising in connection with the Exhibitor's display area howsoever caused directly or indirectly by them or any contractor, sub-contractor, servant or any agent, licensee or invitee of theirs or any act of omission of any such person or by any exhibit, machinery or other article or thing of theirs in the possession of or use of theirs or any servant or any agent of theirs or (if erected by the Exhibitor or contractor by his or his workmen or agents) by the stand fitting contractor. The exhibitor

will indemnify AMTIL in respect of each and every such claim and all actions, proceeding costs, claims and demands in respect thereof. The exhibitor must take out adequate insurance in respect to all such claims and produce the premium receipts on demand.

- b) Responsibility for the Personal Injury and Damage to Property – (Employers Liability). AMTIL shall be under no liability for personal injury to the Exhibitor or their servants or agents, invitees or licensee howsoever caused nor for the loss of or damage to exhibits or other property of the Exhibitor, their servants, agents, invitees or licensees howsoever caused. The Exhibitor is accordingly advised to take out all necessary insurances.
- c) If the holding of the Exhibition or the supply of any services by AMTIL is prevented, postponed or abandoned by reasons of fire, storm, lighting, national emergency, labour dispute, strike, lockout, civil disturbance, explosion, inevitable accident or any cause not within the control of AMTIL whether of the same sort or not, or the Exhibition site becomes wholly or partially unavailable for the holding of the Exhibition, AMTIL shall not be liable in any way whatsoever for any expenditure or liability or loss including consequential loss incurred by the Exhibitor.
- d) In the event of cancellation or disruption of the Show for any cause, AMTIL shall have the right to retain such part of Exhibitor's space payments as may be required to reimburse AMTIL for expenses incurred in connection with the Show.
- e) All exhibits are subject to a general lien in favour of AMTIL for sums, whether for unpaid costs of space or otherwise, due from the Exhibitor to AMTIL.
- f) The Exhibitor waives all claims of every kind against AMTIL, its directors, officers, members, agents and employees including, without limitation, all claims for damages based on personal property damage, destruction, loss or theft, personal injury, cancellation of the Show, failure or refusal to provide space for any exhibit, preventing the display, operation, removal or dismantling of any exhibit, any other act or failure to act of AMTIL.
- g) The Exhibitor agrees to indemnify and save AMTIL harmless from claims by the Exhibitor's agents or employees or by any other person, arising out of any act or omission in any way related to Exhibitor's participation in the Show, whether negligent or not.

10. Advertising and Promotion

- a) Advertising determined to be not in the best interests of the exhibition, or detrimental to the Austech brand, must be modified to AMTIL's satisfaction, or withdrawn. This includes advertising of activities taking place within Austech, and at other locations during the AMW/Austech Exhibition.
- b) Handbills, advertisements and printed matter are subject to the approval of AMTIL, who also reserve all photographic rights to the Exhibition.

11. Resolution of Disputes

AMTIL shall have the right, but not the obligation, to resolve disputes or disagreements between Exhibitors, or between Exhibitors and official contractors or labour unions. In the event of a dispute or disagreement final resolution shall be binding on the Exhibitor.

12. Acknowledgement of Terms and Conditions

I/We acknowledge that the contract for AMW/Austech Exhibition space is subject to these Terms and Conditions and any additional obligations including those in the Exhibitor Manual, that AMTIL advises me/us of.

NAME JOB TITLE

SIGNATURE DATE

Please note that this document and the accompanying booking form should be signed by a Director if made by a company, or by a Partner if made by a Partnership.