

P.O. Box 1733
Tel +264 (61) 224748
Fax +264 (61) 227707
info@wssnam.org
www.windhoek-show.com



WINDHOEK INDUSTRIAL AND AGRICULTURAL SHOW - GENERAL TRADE FAIR TERMS AND CONDITIONS -

1. Registration

The registration represents a legally binding and irrevocable statement of intent on the part of the exhibitor to participate. Conditional registrations shall be considered invalid. Deletions, additions or amendments to the registration/application form and in the Standard Trade Fair Terms shall be invalid. By submitting an application, the exhibitor acknowledges the Terms and Conditions of Trade in full. The trade fair terms and conditions shall also apply analogously with regard to ancillary services e.g. additional commissioned work such as the erection and dismantling of the exhibition stand, hiring of equipment, provision of electricity, water or other services and facilities.

2. Hiring of Exhibition Stands

The exhibitor is legally bound to take part in the trade exhibition on receipt of the completed registration form (post, fax, e-mail etc.). The rented area specified on the registration form shall apply for the duration of the event. Every square meter or part thereof shall be charged in full. All prices are quoted exclusive of VAT and other taxes (stamp duty on legal transactions, etc.)

3. Admissions and Allocation of Site

The Windhoek Show Society, herein referred to as the organisers, is not obliged to accept a registration application. The organiser has an exclusive right to decide upon the acceptance of an exhibitor's application and the allocation of exhibition space and reserves the right at any time, without giving a reason, not to accept such an application. The organiser alone is responsible for the allocation of space in the interest of the trade fair. Authorisation and acceptance of registration is delivered in writing by the organiser, as is notification of stand allocation, which may be provided with – or subsequent to – acceptance of registration. Domestic and foreign exhibitors whose exhibited goods correspond to the subject of the event may be admitted. Agents and importers can exhibit for the companies they represent. In order for the application for registration to be considered a list of the goods to be exhibited corresponding with the official goods listing must be provided with the application. Goods other than those included in the 'List of Goods' may not be exhibited. The exhibitor undertakes to exhibit the registered products without restriction throughout the duration of the fair. It is not possible to close the stand or to commence its dismantling before the end of the fair. Failure to adhere to this requirement will result in a duty to compensate the organisers. The acceptance of an application for registration (the admission of the exhibitor to the trade fair) shall not give rise to a right to admission to other fairs (acceptance of another fair registration application). In the interests of the event (fair), the organiser shall be entitled to allocate a site different from that in the confirmation of admission and allocation of site (acceptance of the application) and to alter the size of the site, to relocate or close entrances and exits to the exhibition centre and the halls, and to make any other structural alterations. If as a result the stand rent is reduced, the difference shall be credited or repaid to the exhibitor at the organiser's discretion. The organiser shall not entertain any additional claims, in particular claims for damages. If for whatever reason the organiser is unable to provide the originally allocated stand, the exhibitor shall only be entitled to a claim for repayment of the stand rent actually paid.

4. Withdrawal of the Application for Registration

If the exhibitor cancels or withdraws his application, the following cancellation charges shall apply: Up to eight weeks before the start of the fair - 40 % of the stand rent. Less than eight weeks before the start of the fair – 100% of the stand rent. In both cases all taxes, contributions, fees and extra costs will also have to be paid. The cancellation charge is agreed as flat rate for damages, independent of any attachment of blame or duty to pay, and the exhibitor waives any right to a reduction of the claim for damages, in particular to judicial arbitration, for whatever reasons including those under the heading of the balancing of advantages. The exhibitor accepts that the cancellation fees also have to be paid in the eventuality that the organiser manages to let or sell the trade stand to a third party. The enforcement of damages, which exceed the agreed cancellation fee, shall remain unaffected.

5. Invoicing and Terms of Payment

Together with the notification of admission (acceptance of the registration application), the exhibitor shall receive an invoice, payable in full six weeks before the beginning of the event at the latest, without any deductions. Invoices issued after this date shall be payable immediately. Prompt payment of the invoice is a condition for the handing over of the allocated stand. If the organiser has not received the invoiced amount by the due date, the latter reserves the right, without giving notice, to dispose of the allocated stand as he/she sees fit. In such a case point 4 of these conditions shall apply analogously. Complaints regarding the invoice shall be submitted within eight days of receipt. After this time the invoice is deemed to be accepted and no further complaints shall be considered. In the case of payment default, a charge of 12% interest on arrears per annum together with a fee of N\$25.00 plus VAT per reminder shall be payable from the due date. The exhibitor shall not be entitled to postpone, refuse or set off payment of due invoices on the grounds of counter claims of whatever kind.

5a. Fees, Charges and Taxes

All fees, charges and taxes, in particular VAT, shall be borne by the exhibitor. All prices specified are net prices, except taxes, surcharges and fees.

5b. Ancillary fees

Subject to stand size the registration and basic online package include a quota exhibitor passes, as well as an obligatory entry in the exhibitor directory, and the online catalogue, as well as the newsletter. The fee also includes a standard entry in the hall information. The exhibitor is obliged to pay the registration and basic online package. In the event of a default in payment, the exhibitor undertakes to refund the organiser for expenses for reminders and collection costs, whereby it is agreed, that the maximum rates pursuant to Regulations shall apply. It shall be irrelevant whether the debt recovery proceedings are carried out by the organisers themselves or by a third party company. Costs to be decided or which have already been decided by the court, regarding the cost of a law suit and enforcement of the aforementioned, are unaffected by the above.

6. Cancellation of Site Allocation

The organiser shall be entitled to cancel the allocation of site (admission to the fair, acceptance of the offer) if:

- 1) the exhibitor fails to perform his payment obligations on time, or
- 2) debt restructuring, bankruptcy or liquidation proceedings have in the meantime been commenced or have become pending with respect to the exhibitor, or
- 3) outstanding debts from previous fairs are still unpaid, or
- 4) the exhibits do not or no longer correspond to the subject of the fair, or
- 5) failure to respond to the organiser's communication.

In such cases, point 4 shall apply analogously. This condition shall have validity for any single one of points 1 - 5.

7. Force Majeure / Acts of God

If the event cannot be held as a result of force majeure, strikes, political events or other important reasons, the exhibitor shall not be entitled to make any claims for damages of whatever kind against the organiser. It is the organisers' duty to inform the exhibitors without delay that the trade fair will not take place.

8. Sales Regulation.

Being a General Trade Fair open to the public, the exhibitor shall be entitled to sell directly and to supply the goods to the purchaser immediately, subject to the relevant legal provisions. The exhibitor agrees not to advertise or sell goods in a loud and vociferous manner. Failure to comply with the trading regulations, shall entitle the organiser to demand at short notice a suspension of direct sales and supplies, and to closure of the stand.

9. Exhibitor Identity Cards, Internet fees, Parking

In accordance with their stand confirmation and subject to stand size, all exhibitors receive a free quota of exhibitor passes for themselves and their stand personnel. Extra exhibitor passes can be purchased. The cards are valid for the entire duration of the event (including assembly and dismantling). A dedicated internet hotspot service is provided, which can be accessed by purchasing internet vouchers. No demarcated exhibitor parking is provided, although the parking area, entered by the Bell Str gate, is available to exhibitors, with the only cost being the monies paid voluntarily to a team of dedicated and clearly identifiable car guards, whose members are sanctioned by the Windhoek City Police.

10. Erection, Dismantling and Design of Stands

The exhibition sites are supplied without or with booth walls, constructed with Octanorm stand equipment plus carpeting. Exhibitors' stand structures shall not exceed a height of 250 cm. Higher structures shall only be permitted after submission of plans and with the written consent of the organiser. Relevant construction plans shall be submitted to the organiser at the latest two months before the start of the trade fair. For 2-storey stand construction, a surcharge of 50% per square meter of area built on shall be applied to the site charge. For safety reasons, structures made of glass may only be placed within borders of the site at a minimum distance of 50 cm. This rule shall not apply to safety glass. If the exhibitor erects the stand, nailing, drilling and adhesive substances may not be used on PVC-coated walls. Damage shall be charged at new replacement prices. Small pins may be used on painted walls, but they shall not penetrate the wall. The painted walls may be wall papered subject to the condition that the exhibitor shall remove the wallpaper immediately after the event. If the wallpaper is not removed, the work shall be carried out by the organiser and charged in an additional invoice. In the event of damage, the cost of new replacements will be charged. The exhibitor shall comply exactly with the erection and dismantling times set out in the information provided. Erection of the stand facility shall commence at the latest at 12h00 (midday) on the day before the start of the fair. If the rented site has not been occupied by this time, and if no notification has been received, the organisers reserve the right to dispose of the site at their discretion without any further notification. In such a case the entire stand rent including obligatory catalogue entry shall be charged. Erection work shall be finished by 22h00 on the last construction day. Exceeding the erection time is not permitted. In such a case no claim for damages of whatever kind shall be entertained. If dismantling time is exceeded, the organiser shall be entitled to arrange for the stand structures to be cleared and stored at the exhibitor's expense and risk. After dismantling, the stand/site shall be returned to its original condition. The exhibitor shall pay the organiser for any damage caused through incorrect handling.

11. Technical Stand Equipment/Facilities

Electricity, water and other technical connections are available for payment of connection and use charges. All electrical appliances, facilities and installations must conform to the currently applicable local and event regulations and conditions. A duly licensed firm of electrical contractors

shall carry out the installation. The licensed Trade Fair electrician shall carry out the final connection and testing.

11a. Exhibiting of Machines

Exhibited machines must bear a CE test mark and correspond with the machine safety regulation. Machines, safety components or parts thereof that do not correspond with the machine safety regulations, must visibly bear a sign clearly indicating this fact.

12. Liability and Claims for Damages

The organiser accepts no liability whatsoever for loss or damage to exhibition goods or stand equipment brought or left behind by the exhibitor. The organiser is not obliged to enter into any insurance agreements of any kind. The organiser shall accept no liability for vehicles parked at the fair venue by the exhibitors, their employees or agents. For their part, the exhibitors shall be liable for any damage to persons or property caused by themselves, their employees or agents, or by their exhibition goods or equipment. The organiser shall be held to be non-actionable for damages. During erection and dismantling time, every exhibitor shall be obliged to exercise an increased degree of vigilance towards the security of his goods. Valuable and easily movable exhibition goods shall be removed from the stand outside of the hours of opening (particularly overnight) and stored at the exhibitor's own risk. The organiser shall not accept particular deliveries addressed to the exhibitor and shall not be liable for any losses or for incorrect or delayed delivery. It is forbidden to spend the night in the halls. Outdoor spaces may be manned, as arranged with the office, by protective personal only. The organiser shall accept no liability for damage to property, health or other damage of whatever kind incurred by the exhibitor himself, his employees or any third person for whatever reason in connection with the preparation, holding or handling of an exhibition. The organiser shall not be liable for lost profit. This exclusion of liability shall not apply to damage caused deliberately or recklessly by the organisers or their employees with power of representation. The injured party shall be responsible for proving that the above condition has been met. Any claims by the exhibitor shall be notified immediately in writing to the organiser, failing which they shall be deemed to have been forfeited. No liability shall be accepted for incorrect advertisements or entries in the official exhibitor index and/or other printed fair material (e.g. printing errors, formal errors, incorrect classification, omission, etc.).

12a Fair Insurance

No insurance is included in the stand rent for the stand itself, for any items brought into the stand or any other associated pieces of equipment.

13. Exhibitor Advertising at the Fair Site

Banners, company signs, advertising signs and other advertising material shall not be mounted or distributed outside the stand, shall not protrude into the passageways and shall not exceed a height of 250 cm. The mounting of advertising panels, posters or other advertising material or the distribution of advertising material outside the stand, in particular in the car parks, shall only be permitted after special agreement with the organiser and at an additional specific charge. In the event of acts of unfair competition against other exhibitors, the organiser shall be entitled to close the stand immediately, in which case no reduction of the stand rent or other costs shall be entertained.

14. Special Events – Presentations and demonstrations

All special events and presentations of any kind at the stands or on the fair site shall require the organiser's written consent. Despite having already granted consent, the organiser shall be entitled to restrict or forbid presentations that cause noise, dirt, dust, exhaust fumes and the like, or impair the ordinary progress of the fair in any other disturbing manner, this also includes lewd or indecent content material. Acoustic or audio-visual presentations at the fair stand shall be arranged in such a way that the noise level does not exceed 40 dBA as measured at the edge of the stand. If a the volume is not brought within the permitted limit, immediately upon order from

the fair management, the management reserves the right to take appropriate measures – if necessary through closure of the stand. The exhibiting company in question shall itself be responsible for registrations with the appropriate performance royalties society.

15. Filming and Photography

The organiser shall be granted the right to photograph and film within the fair site and to use such material for his own use or for general publications. In this regard, the exhibitor waives all rights to object arising under laws relating to the legal protection of commercial property, in particular copyright law and the right of complaint to the Competition and Consumer Protection Authorities. The exhibitor shall not be permitted outside his own stand to photograph, film, make drawings or other illustrations of exhibition articles and exhibited products, or to arrange for such to be made.

16. Cleaning

The organiser shall be responsible for the cleaning of the site and the passageways in the halls. The exhibitor shall be responsible for cleaning the stand. The cleaning organisations authorised by the organiser will clean the stand at the request and expense of the exhibitor. Packaging material and waste left or deposited by the exhibitor in the passageways or around the stand shall be removed at the exhibitor's expense. Hazardous and problematic waste must be removed by the exhibitor himself.

17. Transport and Parking

Vehicles of whatever kind shall not be driven in the fair halls. In the case of special transports, the organiser's written consent shall be obtained in good time. At the end of erection time, all vehicles shall without exception be removed from the exhibition grounds and be parked on the demarcated parking area(s). Any failure to comply with the above shall be treated as trespass, and the organiser shall be at liberty to have unlawfully parked vehicles removed at the vehicle owner's expense.

18. Stand security

During the fair, including the erection and dismantling times, the organiser shall provide general surveillance (external guarding of the exhibition halls, guarding of fair entrances and periodic passage of the security personnel through the halls). The exhibitor shall have no right to demand the provision of special stand surveillance. Stand surveillance shall be ordered from the organiser separately and shall be charged separately. If the outdoor exhibitor has the stand guarded by an outside security company outside of opening times, such surveillance shall be notified to the organiser in writing.

19. Right of Lien

The organiser shall enjoy, with respect to all outstanding debts of whatever kind, a contractual and statutory right of lien on all objects and exhibition equipment brought to the stand by the exhibitor. The exercise of this right of lien shall not require the organiser to give prior notice to the exhibitor, or the prior instigation of legal proceedings. Should the right of lien be invoked, the objects and equipment may be taken from the stand by the organisers and shall be stored at the exhibitor's expense and risk. The organiser has a right to dispose of these goods at normal market prices (and under the usual terms of trade) and to offset the proceeds against any outstanding debts.

20. Infringement of the Fair Conditions, Infringement of the Law.

The fair conditions and the relevant legal regulations shall be strictly complied with. The same shall apply to all fire prevention regulations and regulations imposed by the public authorities responsible for events. The infringement of and/or failure to comply with these fair conditions, the contractual agreements and the infringement of legal regulations, shall entitle the organiser to close and clear the allocated fair stand at the exhibitor's expense without judicial process.

Instructions and orders issued by the organiser or his agents shall be complied with by the exhibitor, his staff and agents without exception. This shall apply in particular to the car parks belonging to the fair site.

21. Data Protection

Declaration of Agreement according to the Data Protection Law:

The exhibitor authorises the use of data provided by him/herself in the application/registration form („Exhibitor Data“) of the Windhoek Show Society for the marketing of events organised by the Windhoek Show Society. The Exhibitor Data may also be passed on to the media and associate companies for purposes connected to the trade fair. This authorisation can be revoked at any time and making any further use of such data inadmissible. Declaration of Consent according to the Telecommunication Laws: From this point on the exhibitor consents, subject to withdrawal of consent at any time, to the receipt of information via e-mail from the Windhoek Show Society on events staged by it.

22. Written and Verbal Agreements, Customary Practice

Amendments, additions and supplements to this agreement shall not be valid unless in writing. Such shall also apply to any waiver of the written form. Spoken agreements shall not be considered valid. The exhibitor shall not derive any rights of whatever kind from previous events or agreements.

23. General Provisions, Court and Place of Jurisdiction.

Namibian law shall apply exclusively. The court and place of jurisdiction shall be Windhoek for both parties. The invalidity of any individual fair conditions shall not affect the validity of the remaining provisions and shall not lead to the dissolution of this agreement. The Standard Trade Fair Terms shall also include: registration/order form; booking form for seminars and lectures; entry in the list of products; the conditions of the attachment, 'Your entry in the exhibitor index'.