

Exhibitor Booking Form: International Composites Summit 2021



8 – 9 September 2021, ILEC, London

1. Acceptance of Terms and Conditions

The present terms and conditions (hereinafter referred to as the “Terms and Conditions”) shall apply to all those legal entities (hereinafter referred to as the “Exhibitor”) who make a request to have a stand at the International Composites Summit (hereinafter referred to as the “Exhibition”) organised by the ICS Team; Composites UK whose company number is 04043143 registered office is at Audley House, Northbridge Road, Berkhamsted, HP4 1EH and Fluency Marketing Limited, whose company number is 11096499 and its registered office is at c/o Allround Accountancy, Penmore House, Hasland Road, Chesterfield, S41 0SJ, UK (hereinafter referred to as the “Organiser”) at the exhibition centre ILEC, London (hereinafter referred to as the “Venue”).

- 1.1. Within the context of its application to participate, the Exhibitor confirms having read through these Terms and Conditions and the General Rules and where available, any specific rules for the Exhibition and undertakes to accept all the clauses thereof, without reservation or restriction.

Admission to the Exhibition requires the Exhibitor’s complete acceptance of these Terms and Conditions, as well as all the documents referenced herein.

The Organiser reserves the right to modify these Terms and Conditions without notice. Any changes hereto will be brought to the Exhibitors attention. Modifications resulting from changes in regulations and/or related to personal and property safety or security will have immediate effect, without the need to sign any document or supplement.

- 1.2. In the event of modification of the dates and/or the venue hosting the Exhibition, determined by the Organiser for any reason whatsoever, or of any change to these Terms and Conditions without notice which do not have immediate effect as set out in the above 1.1 section, the Exhibitor will be notified of that change. Unless the Exhibitor cancels its application to participate by means of registered post with acknowledgment of receipt, sent to the Organiser within fifteen (15) days of the said notification, the Exhibitor will be considered as having accepted the new dates and/or the venue hosting the Exhibition, or the amended version of the Terms and Conditions.

The Exhibitor undertakes to accept, to respect and enforce all the instructions set out in the Exhibitor’s manual. The signatory (Exhibitor) of the exhibit space rental contract is liable to the Organiser for all consequences arising out of noncompliance with the instructions and regulations.

The Terms and Conditions of the Exhibition and in particular the opening and closing dates and hours, duration, venue, and participation fees, are set by the Organiser and are subject to change at the Organiser’s initiative without giving rise to any payment claims.

- 1.3. Decision-making power in the event of a threat to public safety. The Organiser has the right to determine whether the Exhibition should be interrupted, or the venue evacuated in the event of a threat to public safety and the Exhibitor undertakes not to make any complaint subsequently.

2. Cancellation or Change of Location of the Exhibition

- 2.1. If by reason of **force majeure**, the Exhibition or any part thereof is prevented from being held in a particular location or on a particular date (by way of example only, where the Venue becomes unfit or

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unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for reasons beyond the control of the Organiser), the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Exhibition or reduce the planned period of preparation, display and/or dismantling of the Exhibition.

- 2.2. If clause 2.1 applies, it is acknowledged and agreed by the parties that the Organiser shall have no liability to the Exhibitor whatsoever in connection with such cancellation, relocation or change, including any liability to refund any Fees or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or to make payment of any other compensation, damage or loss suffered or incurred by the Exhibitor as a result of or in connection with such cancellation, relocation or change.
- 2.3. Notwithstanding clause 2.2, if clause 2.1 applies, the Organiser reserves the right to refund Fees to the Exhibitor and other exhibitors. Any refund of Fees to the Exhibitor and other exhibitors shall be at the absolute discretion of the Organiser, as a gesture of goodwill only, without being under any obligation (contractual or otherwise) to pay any such refund. Any refund of Fees, if given, shall be a pro rata share of the total amount of all fees received by the Organiser from all exhibitors due at the Exhibition as the Organiser, in its absolute discretion, determines as being reasonable after deducting:
 - (a) all costs, expenses and liabilities paid or incurred by the Organiser in connection with the Exhibition;
 - (b) a reserve for future Demands in connection with the Exhibition; and
 - (c) such amount as constitutes reasonable compensation for the Organiser for services performed to date, (together the “**Exhibition Costs**”). The Organiser, in its absolute and sole discretion, has the right to determine the Exhibition Costs and the Exhibitor shall not be entitled to review or audit any of the Organiser’s financial records. In no case shall the amount of any refund to the Exhibitor exceed the amount of Fees paid by the Exhibitor.
- 2.4. Any change determined by the Organiser of the date of the Exhibition within a 30-day period before or after the original date of the Exhibition shall not give the Exhibitor any right of cancellation of its participation at the Exhibition. If such change of the date is a date longer than a 30-day period before or after the original date, the Exhibitor shall be entitled to cancel its participation at the Exhibition within 10 Business Days following the date of notification by the Organiser of the change. If the Exhibitor fails to notify the Organiser within this period, the Exhibitor shall be deemed to have accepted the change of date of the Exhibition.
- 2.5. If the Organiser decides not to organise the Exhibition (or any part thereof) for any reason whatsoever (including commercial reasons), and such decision is not connected or due to a force majeure reason, the Exhibitor shall only be entitled to a refund of the Fees paid to the Organiser, it being acknowledged and agreed that the Organiser shall have no further liability to the Exhibitor and the Exhibitor is not entitled to claim for any other Demand against the Organiser and that the refund of such Fees shall be the Exhibitor’s sole and exclusive remedy for such cancellation of the Exhibition.

3. Force Majeure

- 3.1. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from **force majeure** i.e., events, circumstances or causes beyond its reasonable control.

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- 3.2. Without prejudice of the generality of clause 3.1, and for the avoidance of doubt, in the case of **force majeure** affecting the Exhibitor's ability to perform the Contract, the Organiser shall be entitled to suspend the performance of the Contract with the Exhibitor for the duration of the **force majeure** or to terminate the Contract completely or partially at any time [during the period of the **force majeure**] with immediate effect, it being understood that the Organiser shall not be under any obligation to compensate the Exhibitor in connection with such suspension or termination.
- 3.3. If the Exhibition is cancelled, delayed or shortened by an unforeseen event or by **force majeure**, the Organiser shall under no circumstances be held liable, it being acknowledged and agreed by the parties that the Organiser shall have no liability to the Exhibitor whatsoever in connection with such cancellation, delay or interruption of the Exhibition, including any liability to refund any Fees or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or make payment of any other compensation, damage or loss suffered by the Exhibitor, as a result of or in connection with such cancellation, delay or interruption of the Exhibition. In this regard, the Exhibition shall be held exclusively at the risk of the Exhibitor and other exhibitors. Provided that, in the absolute discretion of the Organiser, the Organiser may, as a gesture of goodwill only, and without being under any obligation (contractual or otherwise) and without departing from the above principles, repay a proportion of the Fees to the Exhibitor on the same basis as determined in accordance with clause 2.3 above.
- 3.4. **Force majeure** shall include the following events, circumstances or causes: act of God, fire, war, natural disasters, riots, acts of terrorism, government action, order or regulation, legal enactment, industrial action, trade dispute, any decisions or actions concerning the Venue taken by the Venue Owner or other event, circumstance or cause that renders the occupation of the Stand or the organisation of the Exhibition significantly more difficult and/or impossible. The above examples of force majeure are not an exhaustive list, but examples only.

4. Admission

- 4.1. Applications to participate in the Exhibition must be addressed to the Organiser using the valid documents provided by the Organiser, including stand surface and stand-related services requested by the Exhibitor, together with a down payment of 50% of the total amount of the price of stand surface and services requested.
- 4.2. All applications to the Exhibition are subject to examination by the Organiser, which reserves the right to access and verify the following non-exhaustive elements:
 - The merchandise, products, or services presented by the Exhibitor must conform to the trade fair classification & nomenclature of the Exhibition.
 - Products, services and their presentation must match the positioning of the Exhibition.

Only contracts that are duly signed by an individual deemed to have the proper authority to commit the exhibiting company and which are accompanied by the down payment as set by the Organiser will be taken into consideration. Notwithstanding payment of this first instalment, the billing of it, and/or its receipt, acceptance of the applicant or his/her company is subject to appraisal.

- 4.3. The Organiser will notify the Exhibitor of its decision (approval or rejection of the application) by email. In case of refusal, the Organiser will notify the applicant or his/her company of the decision and reimburse any down payment made. Acceptance is made known by official notification from the

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Organiser and/or by the remittance of an invoice or a venue map specifying the stand's location and surface area.

- 4.4. In the case of the Organiser's approval of the application to participate to the Exhibition, the Organiser and the Exhibitor will be definitely committed to one another by means of a contract whose contents comprise the Exhibitor's application as approved by the Organiser, these Terms and Conditions and the other documents referenced in the document. Once acceptance has been confirmed, the Exhibitor shall comply with subsequent procedures until the Exhibition opens.
- 4.5. The Organiser is not required to explain its decisions on applications. The allocation resulting from registration is personal and cannot be transferred. Acceptance does not imply any entitlement for a future Exhibition and shall not confer upon the Exhibitor any booking rights or priorities.
- 4.6. Notification by the Exhibitor of new information that would justify the reconsideration of its application. The Exhibitor must inform the Organiser of any information or event that occurs or comes to light after its application has been made, that would justify the reconsideration of its application.
- 4.7. Cancellation by the Organiser of its decision to accept an application when it was accepted based on erroneous or inaccurate information or information that has become inaccurate: The Organiser reserves the right to request, at any time, additional information relating to the foregoing and, if appropriate, to reconsider an admission decision that was made on the basis of erroneous or inaccurate information or information that has become inaccurate. Any down payment made will then remain the property of the Organiser, which also reserves the right to seek payment of the price of the service in full.

5. **Withdrawal and Penalties**

- 5.1. Signing the Exhibitor's contract constitutes a firm commitment from the Exhibitor. If the Exhibitor wishes to withdraw, he must notify the Organiser by registered letter with acknowledgement of receipt.

Following cancellation compensation fees will apply:

- If the withdrawal occurs before 10th June 2021, the cancellation compensation fees will be 50% of the total amount to be paid to the Organiser.
- If the withdrawal occurs between 10th June and 9th August 2021, the cancellation compensation fees will be 70% of the total amount to be paid to the Organiser.
- If the withdrawal occurs after 9th August 2021, the cancellation fees will be 100% of the total amount to be paid to the Organiser. This is equally applicable if the Exhibitor has not taken possession of his space the evening before the opening of the trade fair.

- 5.2. Any subsequent decrease in surface area will be considered as a cancellation for the contracted surface area and subject to the cancellation compensation fees provided in 5.1. If there is any change of order after the contract is concluded that results in a loss of income for the Organiser, the Exhibitor will be obliged to pay the initial amount of the order.

6. **Payment Terms**

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- 6.1. All payments will be processed in £GBP. Once the payment is made and received by the Organiser, the Organiser will confirm the stand location and stand surface according to the section 7 below.
- 6.2. Once the stand location and surface are confirmed by both parties, according to the section 7 below, the full participation amount of the price of stand surface and services purchased by the Exhibitor to take part in the Exhibition shall become due to the Organiser. The Organiser will send the full participation invoice accordingly.
- 6.3. Any amounts that remain outstanding after the invoice payment date, will result in the automatic application of late payment charges (penalty of £30.00 and legal monthly rate of interest: 1.5%). These will begin to accrue as soon as the Exhibitor has been officially notified. This fixed fee does not preclude any other fees incurred by the Organiser in recovering unpaid invoices. If the full payment has not been received by 14th July 2021, the Organiser will not be able to allow access to logistics services to the Exhibitor.

7. Allocation of Stands

- 7.1. The Organiser had sole discretion for the allocation of stands and space of the Exhibition and the arrangement of the stands at the Venue.

The Organiser will create an Exhibition floorplan and is free to manage the allocation of stand space as applications are received, and as and when admission is granted, taking Exhibitor requirements and the nature of the exhibited products into consideration to the extent that it is possible. Upon receipt of the fees due, the Organiser will provide a Technical Guide as specified in section 9.

- 7.2. The Organiser will do its best to take into account the wishes expressed by the Exhibitor in their application request and the nature of products or services to be exhibited. So as to be able to do this and taking into account the inherent constraints imposed in the placement of Exhibitors, the Organiser reserves the right to modify the surface area requested by the Exhibitor and to modify the corresponding invoice accordingly, without this giving the Exhibitor the right to cancel its booking.
- 7.3. Any complaints made by an Exhibitor about the allocation of stand areas should be addressed in writing to the Organiser within seven (7) days of receiving the features (a venue map specifying the stand's location and surface area allocated) of the Exhibitor's location. Any such complaints must be supported by documentation that clearly sets out the serious nature of, and/or the reasons for, the complaint. The Organiser will make all due efforts to satisfy justifiable requests for change in location.
- 7.4. If the Exhibitor has not contacted the Organiser within seven (7) days of sending the features (a venue map specifying the stand's location and surface area allocated) of the Exhibitor's location, the Exhibitor shall be deemed to have accepted the stand allocated to it. Under no circumstances shall the Organiser be held liable for any consequences arising from the location of a stand allocated to an Exhibitor.
- 7.5. In the event that an Exhibitor, for any reason whatsoever, has not occupied its allocated stand on the Exhibition opening day, the Exhibitor shall be deemed as defaulting. Notwithstanding all other measures taken, at the Exhibitor's own risk, the Organiser may dispose of the defaulting Exhibitor's stand without the latter being able to claim a refund or compensation, even if the stand is allocated to another Exhibitor.

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8. Stands / Exhibits

- 8.1. Unless it has the Organiser's prior written consent, the Exhibitor may only present materials, products or services that are listed on the Exhibitor's contract and that comply with the nomenclature of products or services prepared by the Organiser. Unless there is an express stipulation to the contrary, second-hand materials or products may not be presented or offered. The Exhibitor may only present products that it produces or distributes; in such case, it will attach a list of the brands whose products or services it proposes to promote to its application form.
- 8.2. Exhibitors may not strip their stand, nor remove any of their items, before the end of the Exhibition.

9. Build-Up, Fit Out and Conformity of Stands

Information regarding the build-up, fit out, conformity of stands, equipment and removal of stands will be available in the Exhibitor's Technical Guide.

The Exhibitor Technical Guide will be provided upon confirmation of the stand booking. The Technical Guide includes the order slips for electricity, insurance, safety procedures, among other instructions for arranging the stands and other useful information.

- 9.1. Each Exhibitor will occupy its stand no later than the day before the Exhibition opens to the public. If it fails to occupy its stand, refer to 7.5.
- 9.2. Exhibitors are required to comply with all applicable laws and regulations in force at the time of the Exhibition, whether issued by public authorities, the venue or inside the Technical Guide issued by the Organiser. The Organiser shall close and prohibit the operation of any stand that does not comply with these laws and regulations. The Exhibitor will fill and return all mandatory declarations and obtain the necessary approval and/or accreditation. The Exhibitor shall not cause any noise nuisance or discomfort to neighbouring Exhibitors or negatively impact the Exhibition's organisation.
- 9.3. The stand area, the stand itself and any equipment made available to the Exhibitor by the Organiser shall be returned to be in good condition, free of any waste. Any damage caused to the occupied space, the floor, the stand, the supplied equipment or the existing infrastructure that is observed when the stand is returned will be invoiced to the Exhibitor.
- 9.4. The Exhibitor must complete all necessary fitting works and ensure the stand is appropriately dressed and maintained and that all Exhibits are in position no later than end of the Build Up Period.
- 9.5. The Exhibitor shall provide the following information and documentation relating to the stand to the Organiser as set out in the Technical Guide.
- 9.6. Full details of any shell-scheme stand provided by the Organiser will be detailed in the Technical Guide. Plans for specially built stands and/or displays to be supplied by the Exhibitor must be submitted to the Organiser for approval before construction is ordered. The maximum build height is 4 metres.
- 9.7. The Exhibitor's Stand shall be constructed in accordance with the rules and regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its Representatives in respect of the construction of the Stand, including any comments of the Organiser on the Stand Information submitted by the Exhibitor pursuant to clause 9.2. The Organiser reserves the

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right to refuse to make the allocated Space available to the Exhibitor and/or require the Stand to be removed, dismantled or changed if the Space is not organised or the Stand is not constructed in accordance with the Stand Information, the Exhibitors Manual or the instructions of the Organiser or if the Space or Stand may interfere with the general organisation of the Exhibition, other exhibitors or visitors or fail to comply with any applicable safety regulations.

- 9.8. During the build-up period, the Exhibitor is required to comply with the Professional plan for the health and safety of employees involved in joint activities during the build-up and tear down periods for exhibitions.
- 9.9. The Exhibitor must comply with the Organiser's instructions relating to the regulations governing the arrival and departure of goods, particularly with respect to vehicle traffic on the Exhibition premises.
- 9.10. The Exhibitors or their employees or suppliers must have completed their set up on the day prior to the start of the Exhibition and at the times set by the Organiser. After the said day and times, no packing, equipment, transport vehicles or outside contractors may access, or remain at the Exhibition Venue, for any reason whatsoever and however harmful that may be to the Exhibitor's interest.
- 9.11. Each Exhibitor or its employee will be responsible for the transport, receipt and shipment of its parcels and goods, and for the acknowledgement of their contents. If the Exhibitor or an employee or supplier of the Exhibitor is not present to receive its parcels or goods, the Venue may refuse them, in which case the Exhibitor will not be able to claim compensation for its loss. The Exhibitors shall refer to the Exhibitor Technical Guide providing all the necessary contacts for the logistics and transportation of goods.
- 9.12. All shell-scheme stands will be provided and built for the Exhibitor. Space-only stands must not, in any event, damage or change any permanent installations at the Exhibition venue and must not detract from the convenience or the safety of the other Exhibitors and visitors. The exhibition hall is fully carpeted, and the Exhibitor will be liable for any damage it causes to the flooring or other Venue fixtures and fittings. To this end, the Exhibitor must take out an insurance policy to cover damage caused.
- 9.13. The specific decoration of the stands must be carried out by the Exhibitors under their responsibility. It must not interfere with the visibility of the signs and safety equipment, nor affect the visibility of the neighbouring stands and must comply with any provisions in the Organiser's special rules and regulations or those of the host Venue and the Exhibitor guide.
- 9.14. The materials used to fit out the stand, must comply with the rules and regulations in force. The Organiser has the right to have any equipment or installations that are not in compliance removed or destroyed, at any time, at the Exhibitor's expense.
- 9.15. On its own initiative or at the request of an Exhibitor which thinks that its interests have been harmed, the Organiser reserves the right, before the Exhibition opens to the public and during the Exhibition, to remove or change installations that cause annoyance to the neighbouring Exhibitors or visitors, or do not comply with the special rules and regulations of the Exhibition or the special plans/projects that were submitted previously for its approval, where necessary.

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- 9.16. The Exhibitor or any person duly appointed to represent it, must be present on its stand when the stand is inspected by the safety officers, and must comply with the safety measures imposed by the authorities and the safety measures adopted by the Organiser or the Venue manager, throughout the Exhibition.
- 9.17. The Organiser shall not be held responsible for any concerns arising from the completion of customs formalities. Each Exhibitor is responsible for carrying out all customs formalities.
- 9.18. Space only clients must supply stand drawings no later than 26th July for approval by The Organiser. Any amendments to the design by The Organiser must be adhered to.

10. Break Down and Removal of Stands Post-Event

- 10.1. No Stand or Exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organiser.

The Exhibitor or its representative is required to be present at its stand when the break down starts, and until the stand has been completely removed in the case of space only, or that the original shell-scheme is left as it was on build up.

During the break down period, the Exhibitor is bound to comply with the Professional plan for the health and safety of employees involved in joint activities during the build-up and break down periods.

- 10.2. The stand, goods and special decorations, along with the waste remaining from the materials that were used to decorate the stands, must be removed by the Exhibitor within the time limit specified by the Organiser. If the Exhibitor fails to remove the installations within the time limit set, the Organiser will be entitled to destroy the installations and abandoned goods, without having any obligation to refund the Exhibitor for the value of those items. Should the Exhibitor fail to vacate the place on the date set, the Organiser will be authorised to seek the payment of penalties for late performance, compensation and all the costs incurred in clearing the place, including collecting and removing waste.
- 10.3. The Exhibition hall must be cleared in accordance with the health and safety rules in force and following procedures that are compatible with the waste collection and removal service.
- 10.4. The Exhibitor must leave the Venue, decors and equipment made available to it in the condition in which it found them. Exhibitors are responsible for any deterioration caused by their installations or their goods, either to the equipment or the building, or else to the floor space occupied, will be held liable.
- 10.5. It is strictly forbidden to smoke on the premises of an establishment that is open to the public, except in the areas set aside for that purpose.
- 10.6. Any failure to comply with any of the provisions of this chapter will be recorded in writing by the Organiser and may be used as a ground to refuse to allow the Exhibitor to participate at future events.

11. Sub-Letting / Co-Exhibitor

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- 11.1. The Exhibitor is prohibited from assigning or subletting any stand or part thereof to another company, notably in return for payment, without prior written agreement from the Organiser.
- 11.2. If the Organiser agrees to the subletting or co-sharing, the Exhibitor must pay individual registration fees for each of the companies present at the stand. They will be considered as co-Exhibitor or indirect Exhibitor of the Exhibitor and the Exhibition.

All co-Exhibitors and indirect Exhibitors shall be declared to the Organiser and listed in the Exhibitors list. The Exhibitor will ensure that any sub-lessee, co-Exhibitor, indirect Exhibitor or member of a pavilion complies with these Terms and Conditions as well as the Exhibition's rules and regulations. The Exhibitor is liable for any breach of these Terms and Conditions committed by co-Exhibitors and/or sub-lessees at its stand.

- 11.3. The Exhibitor hereby holds harmless the Organiser against any dispute, claim, charge, judgment and/or any kind of disbursements that may arise as a consequence of any company present at its stand in relation to their participation at the Exhibition.

12. Access to the Exhibition

- 12.1. Persons wishing to enter the Exhibition must have a badge issued by the Organiser. Badges allowing the holder to enter the Exhibition are issued to the Exhibitors under the conditions laid down by the Organiser. Exhibitors will receive a limited number of badges for their staff.
- 12.2. The Organiser reserves the right to deny access to or expel any person, whether a Visitor or Exhibitor, whose presence or behaviour might harm or damage:
 - the protected interests of consumers or business ethics;
 - the security, peace or image of the Exhibition;
 - the integrity of the Venue.

13. Contact and Communication

- 13.1. The Exhibitors and their staff and suppliers are requested be dressed smartly and extremely polite to all other persons, such as visitors, other Exhibitors, Organiser's staff, security staff, hosts and hostesses and all other service providers. Any failure to comply with this provision will be recorded in writing by the Organiser and may be used as a ground to refuse to allow the Exhibitor to participate at future events.
- 13.2. The stand must be occupied by the Exhibitor or its representative at all times during the hours when the venue is open to Exhibitors (including during the build-up and break down periods and when deliveries are made), and at all times during the hours when the Exhibition is officially open to visitors. Any failure to comply with this provision will be recorded in writing by the Organiser and may be used as a ground to refuse to allow the Exhibitor to participate at future events.
- 13.3. The Organiser has sole rights to publish the Show Guide listing all Exhibitors, along with the rights relating to the advertisements contained therein. The items and information required for the preparation and publication of the Show Guide, in printed and electronic format, will be provided by the Exhibitors on their sole responsibility. The Organiser may on no account be held liable for omission,

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reproduction errors, misprints, or any other errors that may occur, and reserves the right to make changes or to group certain entries as it sees fit.

All associations, companies, brand names and materials must be declared in due time, in order to be exhibited and presented to the public. The Organiser reserves the right to refuse to allow any association, company, brand name, or material that has not been duly declared and entered in the Show Guide to be exhibited.

The Exhibitors authorise the Organiser to publish, in digital or printed format, the information provided by the Exhibitor, in the Show Guide listing all Exhibitors, on the website and in any other document relating to the Exhibition (visitor's guide, plans for public display, etc.).

When they register, the Exhibitors give their authorisation to the Organiser to use their name and image (brand, logo, products or services, stand) in media communications or canvassing documents, in order to advertise and promote the Exhibition.

Any Exhibitor that gives its authorisation is presumed to have obtained its employees' and subcontractors' authorisation for their images to be used by the Organiser in connection with the Exhibition.

Once the Exhibitor has given its authorisation, the Organiser cannot be held liable on account of the distribution of the Exhibitor's image, or that of its stand, brand, trademark, staff, products or services, for the purposes of the Exhibition in digital or printed format.

- 13.4. The Organiser reserves the exclusive right to display posters at the Exhibition venue. Therefore, on its stand, the Exhibitor can only use visuals, whether posters or signs, intended to promote its business, products or services, while having full regard for the instructions regarding general decoration. The Organiser may have visuals that do not comply with this provision removed.
- 13.5. Brochures, catalogues, printed matter, or objects of any kind whatsoever may only be distributed by the Exhibitors on their own stand. Brochures relating to products, trademarks or services that are not on display may only be distributed with the Organiser's written consent.
- 13.6. It is forbidden to distribute or sell newspapers, periodicals, brochures, raffle tickets, badges, vouchers or coupons, even if they relate to charitable work, and to conduct opinion polls, at the Exhibition venue and in its immediate vicinity, unless the Organiser has granted an exemption from this rule.
- 13.7. Any light, sound or audio-visual advertising and any promotion, entertainment or demonstration that could cause crowding in the aisles or cause a nuisance to the other Exhibitors must have the Organiser's prior approval. The Organiser will be entitled to revoke any authorisation that may have been granted, in the event of disturbance to movement, to neighbouring Exhibitors, or to the smooth running of the Exhibition itself.

Audible advertising and touting in any form whatsoever, are strictly forbidden. The Exhibitors must not obstruct the aisles or encroach upon them, in any circumstance, unless they have exceptional, prior, written authorisation from the Organiser.

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- 13.8. The Exhibitors must make sure that they provide the public with fair, objective and comprehensive information about the qualities, prices, and sales conditions of their products or services, and the related warranties, in compliance with the rules and regulations. They must not use any advertising or carry out any action whatsoever that could mislead or constitute unfair competition.
- 13.9. The Exhibitors will be fully liable for their products vis-à-vis third parties, and the Organiser will have no liability whatsoever in the event that an Exhibitor fails to comply with the law.
- 13.10. Each Exhibitor must complete the formalities involved in its participation in the Exhibition, particularly those relating to labour regulations, customs requirements with respect to goods coming from abroad, and those relating to hygiene with respect to food products or animal species.

14. Contact and Communication

- 14.1. The Exhibitor hereby declares and warrants that it holds all intellectual property rights relating to the products and/or services exhibited, or that it has been authorised by the right's holder to exhibit the products, brands or services at its stand. The Exhibitor will assume responsibility for the intellectual property and operating or exploitation rights (patents, trademarks, models, etc.) relating to the products and services that it exhibits. The said measures must be taken before the products or services are presented at the Exhibition. The Organiser will not incur liability in this regard, particularly in the event of a dispute with another Exhibitor or visitor. The Organiser reserves the right to exclude Exhibitors that have already been found liable for infringement or counterfeiting.
- 14.2. Each Exhibitor will be responsible for its obligations to the PRS (Performing Rights Society) if it plays music at its stand for any reason whatsoever. The Organiser declines all liability in this regard.
- 14.3. Unless the Organiser gives written permission, photographs may not be taken and films may not be shot at the Exhibition venue, other than specific images or films of the Exhibitor's stand. Accreditation constitutes written authorisation to take photographs or shoot films, provided third parties' image rights are respected.
- 14.4. The taking of photographs of certain items at a particular stand may be forbidden at the Exhibitor's request. The Exhibitor specifically authorises the Organiser, free of charge, to photograph and/or film the Exhibitor, the Exhibitor's team, and the products exhibited at the Exhibitor's stand, and use these images in any medium including promotion and advertising, in the UK and abroad for an unrestricted period.
- 14.5. The Organiser processes the Exhibitor personal data in accordance with these General Terms and Conditions of Participation. Only the Organiser staff and its service providers have access to the Exhibitor personal data. While participating in the event, the Exhibitor gives its consent (which may be withdrawn at any time) to the Organiser to use its personal data. The Organiser will communicate to the Exhibitor business proposals and news about the Exhibition or group by any communications channel. If necessary, this data can be communicated to third parties (partners and suppliers). The Exhibitor has a right of access, rectification, delete data and to limit its processing and a right regarding the portability of its data. The Exhibitor may exercise these rights at any time by writing to the

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Organiser. The Exhibitor's personal data will be kept for the duration of its commercial relationship with the Organiser.

15. General Rules and Regulations

Any breach of these rules and regulations, of the special rules and regulations by which they are supplemented, or of the specifications in the Exhibitor Technical Guide issued by the Organiser, may lead to the exclusion of the Exhibitor in breach. Should such a situation arise, the unpaid balance of the price of the Organiser's service will still be due, without prejudice to any sum remaining due or the costs incurred in closing the stand.

- 15.1. In the event of a dispute resulting from damage being caused to one participant by another, the two parties must attempt to settle the dispute on the best terms. The Organiser must be informed but has no obligation to act as a mediator or arbiter.
- 15.2. In the event of a dispute arising between an Exhibitor and a customer or visitor, the Organiser will not be held liable in any event. The Organiser must be informed of the dispute but has no obligation to act as a mediator or arbiter.
- 15.3. In the event that an Exhibitor wishes to make a complaint against another Exhibitor or the Organiser, this must be expressed away from the areas of the Exhibition that are open to the public and must not disturb the peace or damage the image of the Exhibition in any way.
- 15.4. Any claim must be sent by registered letter with acknowledgement of receipt within ten days after the end of the Exhibition.

The parties shall attempt to settle amicably and rapidly any dispute that may arise between them in relation to the interpretation and/or execution of the contract and these Terms and Conditions. Any dispute that cannot be settled in this manner will be subject to the exclusive jurisdiction of the UK courts.

- 15.5. Any tolerance shown by the Organiser regarding a failure (partial or complete) by the Exhibitor to carry out any provision(s) set out in these Terms and Conditions shall under no circumstances give rise to any rights which benefit the Exhibitor nor modify the Exhibitor's obligations towards those terms and regulations.
- 15.6. In the event of any breach of the Terms and Conditions, the Organiser, having given formal notice in the presence of a bailiff in respect thereof and where the breach remains unremedied, shall have the right to close the corresponding Exhibitor's stand forthwith and prevent the Exhibitor from entering the stand area, without such an action giving rise to a right to claim material or non-material damages from the Organiser in respect thereof.

The Exhibitor shall be liable for any costs arising from the Organiser's intervention (bailiff's fees and/or fees relating to the stand closure). Once any breach has been identified, the Organiser has the right to terminate this contract without incurring liability for any losses suffered by the Exhibitor and will immediately repossess the stand area. In addition, the Organiser has the right to refuse the Exhibitor admission to any future event it organises.

16. Insurance

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- 16.1. Insurance is obligatory and Exhibitor are responsible for all Demands for personal injury and loss of or damage to property including, but not limited to, damage to the Venue (including fixtures and fittings), loss or damage to other exhibitors or Exhibition visitors' property caused by or arising from the erection and dismantling of the Exhibitor's Stand (where the Exhibitor is responsible for the erection and dismantling of the Stand) and anything permitted, omitted or done thereon or therefrom or at the Venue during the period of the Exhibition or the build-up and break down, caused directly or indirectly by the Exhibitor or any of its Representatives or any stand sharer, licensee or invitee of the Exhibitor or the act, omission, default or neglect of the Exhibitor or by any such person or by any Exhibit machinery or other article, good, property or item belonging to, or in the possession of, or used by, the Exhibitor or any such person. The Exhibitor will indemnify the Organiser in respect of each and Demand (including legal costs and disbursements) suffered or incurred by the Organiser, in respect thereof.

If required by the Organiser, it will provide evidence of its insurance coverage, when its registration is confirmed, by means of a certificate of insurance (including insurer company, policies taken out, their total sums and their period of validity).

- 16.2. The Organiser will not be liable for any damage that the Exhibitor might cause to third parties, including the Venue owner and manager, and other suppliers or for any loss, theft, or destruction of the exhibited material and merchandise.
- 16.3. Executing the commitments undertaken by the Organiser towards the Venue manager and/or Venue owner companies, the Exhibitor, by the mere fact of its participation, declares that it waives all recourses that it or its insurers may be entitled to make against these companies and their respective insurers for any damage covered by the tenant risk policy and for any direct or indirect losses the latter parties may cause to its property, equipment and fittings, as well as any caused to that of its agents, and additionally for any operating losses and /or extra costs regardless of the cause, with the exception of malicious acts.

In addition, the Exhibitor declares it waives all recourse against the Venue manager and/or Venue owner companies and their respective insurers in the case of one of the following events occurring, with harm caused to the Exhibitor:

Fire damage, theft, water damage, damp or any other situation affecting its own property, with the Exhibitor being required to insure itself against these risks, abnormal actions by other Venue occupants, their staff or suppliers, or visitors, interruption or inadvertent functioning of the water, gas or electricity supply, the air conditioning or other general system, the suspension or shut down, even for an extended period, for a reason out of the control of the Venue Manager and/or Venue owner companies of fluid systems including the automatic fire extinguisher network, heating and air-conditioning systems, or any one of the equipment items shared by the Venue, contamination of the heating, water or air conditioning networks for a reason out of the control of the Venue manager and/or site owner companies. Security measures taken by the Venue manager and/or Venue owner companies and/or by any government authority, should these cause harm to the Exhibitor.

The Exhibitor undertakes to obtain the same waiver from its insurers.

- 16.4. The Exhibitor also declares it waives all recourse that it or its insurers may be entitled to make against the Organiser and its insurers in regard to damage covered by the tenant risk policy and direct or

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indirect damage to its property, equipment and fittings may suffer as well as that of its agents, as well as for any operating losses and/or extra costs regardless of the cause, with the exception of malicious acts.

The Exhibitor undertakes to obtain the same waiver from its insurers.

It is further specified that, on the basis of reciprocity and excepting malicious acts, the Organiser and its insurer waive any claim against the Exhibitor and its insurer for damage affecting any property, equipment and fittings belonging to the Organiser and which the Exhibitor is responsible for. It is further specified that this waiver is not applicable for any loss or damage that may affect the Venue's buildings, fittings and equipment owned by the Venue manager and/or owner companies and that has been given into the care of the Exhibitor.