

CONTRACT

Asia-Pacific's International Mining Exhibition | 6-9 September 2011
Sydney Showground, Sydney Olympic Park



FAX BACK ON (02) 9993 8342 FOR MORE INFORMATION CONTACT:

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www.aimex.com.au www.reedminingevents.com.au

COMPANY NAME: _____ **ABN:** _____

STREET ADDRESS: _____

SUBURB: _____ **STATE:** _____

POSTCODE: _____ **COUNTRY:** _____

POSTAL ADDRESS: _____

SUBURB: _____ **STATE:** _____

POSTCODE: _____ **COUNTRY:** _____

KEY CONTACT: _____ **POSITION:** _____

TELEPHONE: _____ **FAX:** _____ **MOBILE:** _____

EMAIL: _____ **WEBSITE:** _____

SPACE REQUIREMENTS

Preferred Stand Number(s) _____

Space size: _____ m x _____ m Totalling _____ square metres

STAND PACKAGE OPTIONS

Rates Per Square Metre

	0-36m ²	37-54m ²	55-108m ²	109-199m ²	200m ² plus
Inside Space Only	\$462.00	\$445.50	\$401.50	\$374.00	\$352.00
Inside Space & Shell Scheme	\$561.00	\$544.50	\$500.50	NA	NA
Outside Space Only	\$181.50	\$181.50	\$181.50	\$181.50	\$181.50
Outside Space & Marquee	\$280.50	\$280.50	\$280.50	\$280.50	\$280.50

All rates & prices include GST, rates subject to change.

A: Inside Space Only includes:

- Floor space

B: Floor Space & Shell Scheme includes:

- Floor space
- Booth construction
- Rear (and side walls where applicable) – velcro compatible, 2.4m high.
- Fascia signage to front (and sides where applicable)
- Spotlights; 2 per 9 m² of space
- Carpet tiles to floor

C: Outside Space Only includes:

- Exhibition space

D: Outside Space & Marquee includes:

- Exhibition space
- Raised timber floor & carpet
- Marquee structure
- Fluro strip light
- Company name on marquee
- 1 metre of internal walling per 6m²

E: Public Liability Insurance (compulsory) \$187.00

\$187.00 is automatically charged to all exhibitors for \$10,000,000 public liability insurance coverage. This will be credited upon receipt of a hard copy of your valid certificate of currency prior to the exhibition covering the dates of the show.

F: Marketing Fee (compulsory) \$880.00

Your \$880 marketing fee gives you maximum exposure at AIMEX 2011. Included is a 100 word print listing, 250 word web listing, quarter page colour advert and inclusion in the product and brand index of the exhibition directory. This charge is automatically added to your total participation cost.

G: Walk-on Package includes: \$1,375.00

- 1 x brochure rack **or** 1 x cabinet (please tick)
- 2 x chairs **or** 2 x bar stools (please tick)
- 1 x table **or** 1 x bar table (please tick)
- 2 x plants • 1 x box of velcro dots
- 1 x power point & electrical consumption
- Stand tracker • Stand cleaning

H: Stand solution upgrades

If you are considering upgrading you stand from shell scheme to stand out from the rest. Platinum, Gold & silver options are available depending on m² (Prices on request).

I: Directory Upgrades

- Logo on listing **\$242.00**
- Enhanced listing (Logo + tint) **\$484.00**
- Half page advert* **\$1,540.00**
- Full page advert* **\$2,200.00**

*Pricing includes Item F

TOTAL BOOKING COSTS

A: Inside Space Only	m ² x	= \$
B: Floor Space & Shell	m ² x	= \$
C: Outside Space Only	m ² x	= \$
D: Outside Marquee	m ² x	= \$
E: Public Liability Insurance*	x \$187.00	=
F: Marketing Fee	x \$880.00	=
G: Walk-on Package	x \$1,375.00	=
H: Stand Solution Upgrades	POA	=
I: Directory Listing Upgrades		
Logo on Listing	x \$242.00	=
Enhanced Listing	x \$484.00	=
Half Page Advert	x \$1,540.00	=
Full Page Advert	x \$2,200.00	=
Total Cost inclusive of GST		\$

All rates & prices include GST.



REEDMININGEVENTS

FAX BACK ON (02) 9993 8342

ORDER CONFIRMATION

The Exhibitor acknowledges that this contract for exhibition space is subject to the Terms & Conditions attached to this contract & any additional obligations (including in the exhibitor manual) notified by Reed Exhibitions to the Exhibitor. This contract is binding on the Exhibitor upon acceptance by Reed Exhibitions. In accordance with the attached Terms & Conditions the Exhibitor acknowledges that all deposits are non-refundable. 10% deposit is due within 14 days of receipt of a 'tax invoice'. A further 45% on or before 1/2/2011 and the final 45% on or before 15/7/2011. Item G. Marketing Fee will not be applicable after 1 June 2011. New contract for item G will apply.

SIGNED: _____

DATE: _____

NAME: _____

POSITION: _____

Reed Exhibitions, Locked Bag 7888, Chatswood DC NSW 2067. This contract must be received within 14 days of any provisional reservation. Fax to (02) 9993 8342

1 THE CONTRACT

- 1.1 In this Contract, Reed Exhibitions Australia Pty Ltd ABN 47 000 146 921 is 'we', 'us' and 'our'. The person applying for an exhibition space (the Space) is 'you' and 'your'.
- 1.2 Subject to Clause 1.3 this Contract replaces all previous representations and agreements. It can only be amended in writing that we sign.
- 1.3 If you have signed a multi show discount agreement (MSDA) with us, then the terms of the MSDA continue to apply and should be read in conjunction with the terms of this Contract.
- 1.4 These Terms and Conditions apply from the date of signing. You acknowledge that we update them from time to time, but will not do so during the term of this Contract.

2 OUR RIGHTS AND RESPONSIBILITIES

- 2.1 We will:
 - a) organise and hold the Exhibition
 - b) promote the Exhibition
 - c) make reasonable efforts to offer you the Space requested
 - d) help visitors to move between Reed Exhibition venues.
- 2.2 We do not guarantee Exhibition visitor numbers or any level of commercial activity. We can cancel the Exhibition by writing to you before it starts. If so, we will refund your fees within 30 days.
- 2.3 We may change the Exhibition including, but not limited to:
 - a) changing your Space or its location to suit floor plan and reducing your fee in proportion to any reduction in size
 - b) changing the date
 - c) changing how long it runs for
 - d) changing visitor opening hours
 - e) moving the venue to another place in the same city
 - f) extending the venue in a separate area from the main venue
 - g) using multiple venues.
- 2.4 We can ask you to:
 - obey the relevant laws
 - prevent any damage
 - maximise the Exhibition's commercial success.

We can do this verbally, in writing and in the Exhibitor Manual that we will make available to you. Our directions include, but are not limited to:

 - a) refusing to allow, or stopping displays, product demonstrations or other uses of your Space
 - b) specifying display area wall heights and coverings
 - c) approving or disapproving the content and presentation of your materials
 - d) deciding times you can set up and dismantle displays
 - e) deciding how you, your employees, contractors or agents use Exhibition entry cards
 - f) setting conditions for moving goods and displays before, during and after the Exhibition
 - g) setting restrictions on taking photographs
 - h) specifying how you can use audio visual equipment and media and how you can demonstrate machines
 - i) making health and safety requirements.
- 2.5 We may assign any of our rights under this Contract.

3 YOUR RIGHTS AND RESPONSIBILITIES

- 3.1 You are not a tenant of the Space. You cannot transfer it, share it or assign your rights to another person without our written permission. If we do give our written permission, both you and the person to whom you assign your rights must agree to and sign this Contract.
- 3.2 You must:
 - a) use your Space only to display and promote goods and/or services in keeping with the Exhibition
 - b) make the most of your Space's promotional and commercial opportunities
 - c) follow our directions as soon as possible and pay any associated costs
 - d) follow relevant laws, meet OH&S and venue guidelines, and avoid damaging a person or property
 - e) keep your Space clean and tidy, and immediately remove all your materials when the Exhibition ends. If you do not, we will charge you a fee to do so.
 - f) not do anything that may interfere with the smooth running of the Exhibition, including, but not limited to, encouraging Exhibition visitors to view goods and services in another location.

4 PRICE AND PAYMENT

- 4.1 You must pay us fee instalments in cleared funds as we specify in the Contract. If we cancel the Contract because of your breach, or if you cancel the Contract, you are liable to pay us a cancellation fee in line with Clause 5.3.
- 4.2 Unless we specify otherwise, you will have to pay us other costs, as well as your fee, for:
 - a) services and connections including, but not limited to, electricity, water, gas, waste, compressed air, Internet access, and telephone
 - b) loading and handling equipment, and staff
 - c) duties and taxes including GST
 - d) advertising and promotional material
 - e) insurance
 - f) display stands, dressing, and display items
 - g) cleaning.
- 4.3 Under the *Payment Systems (Regulation) Act 1998* and the *Payment Systems (Regulation) Regulations 2003* we may charge you a fee if you pay by credit card and if we do, we will include this information on our tax invoices.

5 OUR REMEDIES

- 5.1 If you breach the Contract, we will provide you with notice of the breach, and give you a reasonable time to remedy it. If you fail to remedy the breach within this time, we may:
 - a) reallocate your Space or refuse you access to it
 - b) remedy your breach without advising you and require you to pay for the cost of our actions
 - c) assert and maintain a lien over your goods and materials. This means that we will hold these until you pay the money you owe us, or otherwise remedy the breach
 - d) cancel all or part of the Contract without further notice to you
 - e) remove you from the Exhibition and your Space.
- 5.2 If you do not pay your instalment fees by the due date, we will charge you a late payment fee of 2.5% each month compounding on all outstanding money. Until you have paid your fees in full we will not permit you to set up your Space.
- 5.3 If you cancel all or part of the Contract (except if you cancel because of our breach), or if we cancel the Contract because of your breach, we will claim a cancellation fee from you and revoke the applicable discounts granted in the Contract. The cancellation fee will be a percentage of the full, non-discounted, pro rata value of the cancelled parts of the Contract as follows:
 - 10% if you cancel twelve months or more before the opening date of the Exhibition
 - 50% if you cancel between twelve and six months before the opening date of the Exhibition
 - 75% if you cancel between six and three months before the opening date of the Exhibition
 - 100% if you cancel less than three months before the opening date of the Exhibition.

6 RISK AND INSURANCE COVER

- 6.1 You agree that the Exhibition site can be hazardous. You will take due care to prevent injury and property damage. We are not responsible for any damage caused by your acts or omissions. You must use our incident report form to tell us in writing about any site incident and give us supporting evidence. After an incident, you must not remove anything from the site without our prior approval.
- 6.2 You must give us proof of current public liability insurance for \$10 million, with an insurer that we approve of, 14 days before the Exhibition starts. Your insurance cover must begin at least 14 days before the Exhibition starts and continue until the end of the move-out period. If you do not have public liability insurance, we can arrange it for you at your expense.
- 6.3 You must not share your space without our written permission. If we permit you to share all or part of your Space with another person (Co-exhibitor) they must sign these Terms and Conditions. We will charge you a separate public liability insurance fee for each Co-exhibitor if you do not give us a separate certificate of currency for them.

7 WARRANTIES AND LIABILITIES

- 7.1 As allowed by law, or except where this Contract states, we:
 - a) do not make any representations or warranties about you or your Space
 - b) are not liable for any person's injury or death, property damage, economic loss, or any indirect, special or consequential damages to do with the Exhibition
 - c) exclude all conditions and warranties implied by custom, general law or statute
 - d) limit our liability under any implied condition or warranty, at our option, to re-supply an affected service or pay for it to be re-supplied.
- 7.2 You indemnify us from and against any claims, damages, losses and costs we may incur because of:
 - a) any breach of the Contract that you make
 - b) any of your displays or product demonstrations
 - c) any of your acts or omissions to do with the Exhibition, including any negligence and wrongdoings.
- 7.3 Except where the law otherwise requires, in a claim for damages by one party against another, including a third party claim, the recoverable damages claim must reflect just and equitable responsibility for the damage.
- 7.4 You agree not to sell or intend to sell goods at the Exhibition that misrepresent or infringe intellectual property rights. You indemnify us from and against any and all claims, damages, losses and costs we may incur if you breach this agreement.

8 ADVERTISING

This clause 8 applies only to Advertising. It does not apply to the Exhibition or the Space. It outlines our Publication Material Terms and Conditions. Material is any form of advertising you give us or that we create for you. Publication is any publication that we own or control, including exhibitor listings, trade guides, signage, posters, and on the Internet. If you do not exhibit at the Exhibition, you must pay our full, 'non-exhibitor' advertising rates.

8.1 GIVING US MATERIAL

- a) When you give us Material you warrant that:
 - i) you own it or have the right to use and publish it
 - ii) we have the right to use and publish it
 - iii) it does not breach any law or any other person's rights
 - iv) you can legally represent the individual, entity, product or service in the Material
 - v) you agree to these Terms and Conditions and will pay our rates.
- b) You must give us all Material by the Material deadline that we set.
- c) If we do not receive your Material by the Material deadline, we will consider that you have cancelled the advertising. We will charge you a cancellation fee in accordance with Clause 5.3.
- d) If you want to cancel your advertising, you must tell us in

writing. We can refuse to cancel it and will not cancel it if the publication has gone to press. If we agree to cancel it, you must pay us a cancellation fee in accordance with Clause 5.3.

- e) If we accept Material after the Material deadline you cannot cancel it, or stop us from publishing it.
- f) All Material you give us must meet our requirements. If it does not, you must re-supply it or, if you require us to modify it, we will give you a quotation for production fees that we will charge you.
- g) We are not liable for any loss or damage to the Material. We are also not responsible for returning Material to you. Despite the provisions of this clause 8.1, you cannot alter the size of, or cancel, any advertising after the booking deadline stated in our media kit.

8.2 OUR PRICING

- a) Our prices are listed in our rate card which is available upon request.
- b) If you do not pay us the full amount in Australian dollars by the due date on our invoice, we may take your Material out of the Publication or charge you a late payment fee in accordance with Clause 5.2.

8.3 PUBLISHING MATERIAL

- a) We may:
 - i) refuse to publish Material
 - ii) remove existing Material from a Publication without telling you
 - iii) choose where to place Material in a Publication.

8.4 LIABILITY

- a) This Contract is not cancelled by printer's error, casual displacement, omission, inability or failure to publish the Material.
- b) We will take every care to include the Material in the Publication, but we are not liable for any loss if it is not included.
- c) If we cannot publish the Material, we are only liable to refund you the maximum amount you paid us to publish it.
- d) As far as possible, these Terms and Conditions nullify all other legal warranties including those under trade practice laws in Australia.
- e) You indemnify us for all claims against us and any loss or damage to us from publishing the Material because of:
 - i) you breaching your warranty in Clause 8.1a)
 - ii) any allegation that we have breached third-party intellectual property rights
 - iii) any other liability we may be exposed to.

9 GENERAL ISSUES

- 9.1 All Contract references to time mean as soon as possible, unless we state otherwise.
- 9.2 We are not liable for any expenditure, liability or loss, including consequential loss, nor will we be in default for any delay, failure or interruption because of:
 - acts of God, civil or military authority, public enemy, terrorism
 - epidemics, war, accidents, fires, explosions, earthquakes, floods, the elements
 - strikes, labour disputes, shortages
 - failure of electrical power, lifts, transportation, postage, air conditioning
 - the availability of appropriate premises
 - insufficient exhibitor numbers
 - visitor non-attendance
 - any prevailing commercial circumstances or causes beyond our control.
- 9.3 After this Contract ends, clauses 3 to 7 remain valid for:
 - your rights and responsibilities
 - price and payment
 - our remedies
 - risk and insurance cover
 - warranties and liabilities.
- 9.4 Any part of this Contract that is not legal or enforceable may be removed, but all other Terms and Conditions will stay in force.
- 9.5 NSW laws and the jurisdiction of NSW courts govern this Contract.
- 9.6 You agree to give us your consent under privacy laws to use your personal information for internal purposes, including accounts processing, exhibitor analyses, event invitations and to give to our Exhibition contractors. Please write to us if you do not wish us to use your personal information in this way. Our privacy policy is in the exhibition manual or at www.reedexhibitions.com.au/site/privacy

Accepted by (signature)

Name and position

Date

Company

Reed Exhibitions Australia Pty Ltd | ABN 47 000 146 921
 Tower 2, 475 Victoria Avenue (Locked Bag 4500 Chatswood DC)
 Chatswood NSW 2067