

TERMS & CONDITIONS RELATING TO SALES OF EXHIBITION SPACE AT FARNBOROUGH INTERNATIONAL AIRSHOW 2020 (FIA 2020)

These terms are entered into between Farnborough International Limited, a company registered in England and Wales with company number 1765250 and with a registered office at ShowCentre, ETPS Road, Farnborough, Hampshire, GU14 6FD, United Kingdom, Organisers of the Farnborough International Airshow 2020 and the Exhibitor.

INTRODUCTION

The Farnborough International Airshow 2020 ("Exhibition") will take place at Farnborough Airport, Farnborough, Hampshire, UK from 20th July 2020 to 24th July 2020.

This application form ("Application") when completed and submitted is a binding agreement between You and Farnborough International Limited, a company registered in England and Wales with company number 1765250 of ShowCentre, ETPS Road, Farnborough, Hampshire, GU14 6FD, United Kingdom, organisers of the Farnborough International Airshow 2020 ("Organisers", "We" or "Us").

If You have any questions about this Application or the Exhibition, please contact the Organisers:

Tel: + 44 (0) 1252 532800
 Fax: + 44 (0) 1252 376015
 E-Mail: exhibit@farnborough.com
 Website: www.farnboroughairshow.com
 Post: Farnborough International Ltd,
 ShowCentre, ETPS Road,
 Farnborough, Hampshire
 GU14 6FD, United Kingdom

OPERATIVE TERMS

These terms and conditions together with Exhibition Regulations ("Regulations") govern Your participation at the Exhibition.

1. APPLICATION TO EXHIBIT

1.1. This Application covers only the Indoor Exhibition, Outdoor Exhibition and Business Chalets. Applications related to exhibition of aircraft should be completed on a different form.

2. ELIGIBILITY TO EXHIBIT

2.1. The Exhibition is intended for exhibitors of aerospace and defence products and services.

3. BOOKING PROCEDURE

3.1. This Application must be completed and signed by Your authorised representative or Your Agent.

3.2. By submitting the completed Application You accept the Organisers' offer to allocate You with the Exhibition space on the terms and conditions contained in this Application and by doing so You enter into a binding agreement with the Organisers.

3.3. The date of Application shall be deemed to be the date of receipt of the application at the Organisers' offices, either by post, facsimile or electronically.

3.4. The Organisers do not accept responsibility for network, computer or software failures of any kind, which may restrict or delay the sending or receipt of Your Application. Proof of sending is not proof of receipt.

3.5. We will acknowledge the receipt of Your Application within 14 days. Please contact Us if You do not hear from Us within 14 days of submission.

3.6. The Organisers reserve the right to reasonably refuse any application, remove Your employees or contractors from the Exhibition site or request You to remove any exhibits subject to the reasonable grounds. The Organisers can cancel Your participation in Exhibition for convenience subject to the reasonable grounds in which case the Organisers will refund Your full payment to You.

3.7. The Organisers can vary the layout of the booked space and the size and location of any stand at any time subject to the reasonable grounds and substitute space allocations with your prior consultation.

3.8. Space should be applied for on the basis of a perimeter surrounding the exhibits together with any necessary area to provide clearance for moving parts, walkways between exhibits, and any necessary supporting equipment. No exhibit or stand fit may protrude into the gangways between the stands.

3.9. If You are an organiser of a group or a pavilion You will be required to purchase a block of space which You can then divide between Your clients but it is You, not Your clients, who remain liable for the payment of the booked block of space. Please note that You must allow sufficient space for walkways to meet our health and safety rules.

3.10. All exhibitors will enjoy the same rights and privileges. The Organisers will allocate space to meet considerations of the Exhibition layout and any height restrictions. Previous participation in the Exhibition does not give you any absolute right to preferred sites.

3.11. Outdoor exhibition space is available for exhibits which are too large to be accommodated in the indoor exhibition, e.g. large weapon and radar systems and ground support equipment.

4. PAYMENT TERMS

4.1. Payment Schedule:

4.1.1 Application form completed and submitted prior to 30th June 2019 shall be accompanied by a deposit payment equivalent to a minimum of 20% (twenty per cent) of the total value of the booked exhibition space (including VAT at the prevailing rate). A booking is not complete until payment of the deposit amount is received. All deposit payments are non-refundable.

The Organisers will send your second invoice for the second deposit payment equivalent to 30% (thirty per cent) of the total value of booked Exhibition space (including VAT at the prevailing rate) after 1st July 2019. You shall pay this deposit/invoice within 30 days of the date of the invoice. The Organisers will send Your third invoice for the remaining deposit/ value of the booked Exhibition space (including VAT at the prevailing rate) after 8th January 2020. You shall pay this invoice within 30 days of the date of the invoice.

4.1.2 Application form completed and submitted on and after 1st July 2019 but before 8th January 2020 shall be accompanied by a deposit payment equivalent to a minimum of 50% (fifty per cent) of the total value of the booked Exhibition space (including VAT at the prevailing rate). A booking is not complete until payment of the deposit amount is received. The deposit payment is non-refundable. The Organisers will send Your second invoice equivalent to remaining 50% (fifty per cent) for the remaining value of the booked Exhibition space (including VAT at the prevailing rate) after 8th January 2020. You shall pay this invoice within 30 days of the date of the invoice.

4.1.3 Application form completed and submitted on and after 8th January 2020 shall be accompanied by the payment of the full fee for the booked Exhibition space (including VAT at the prevailing rate). A booking is not complete unless payment of the full fee is made.

4.1.4 Note: With Your submission of the completed Application form You become liable for the full payment of the Exhibition fees. The payment schedule is designed for Your convenience only to allow You to pay for Your contracted space/chalet in instalments. Late payment of any sums due shall invalidate any "early bird" discount and the Organisers will invoice you for the difference between the discounted and non-discounted rate.

4.2. If You fail to make any payment by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% (four per cent) per annum above the Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. You shall pay the interest together with the overdue amount. Time of payment is of the essence of this agreement.

4.3. All payments must be made in Pounds Sterling by electronic funds transfer to Farnborough International Limited. Please include the invoice number or client code on the payment reference.

4.4. If You are a VAT exempt exhibitor please provide an official valid VAT exemption certificate.

4.5. You must pay all bank charges and transfer charges.

4.6. Remittances from abroad must be by electronic funds transfer in Pounds Sterling.

4.7. Bank Details:

Account: Farnborough International Limited
 Sort Code: 20-71-29
 Account No: 63589714
 SWIFTBIC Code: BARCGB22
 IBAN Code: GB68BARC20712963589714
 Bank Address: Barclays Bank Plc
 90-93 Broad Street
 Reading, Berkshire
 RG1 2AP
 United Kingdom

5. WITHDRAWAL FROM EXHIBITION

5.1. To withdraw from the Exhibition, in whole or in part, after signature and submission

of Your Application, You shall give written notice of such withdrawal to the Organisers.

5.2. If you withdraw before 30th June 2019 we will retain your 20% deposit as a cancellation charge. If you have not paid your deposit a cancellation charge equal to 20% (twenty per cent) of the Exhibition charges remains due.

5.3. If you withdraw, in whole or in part, after 30th June 2019 but before 7th January 2020 we will retain your 20% and 30% deposit as a cancellation charge. If you have not paid your deposit, we will charge a cancellation fee equal to 50% (Fifty per cent) of the Exhibition charges.

5.4. If You have not paid Your deposit in accordance with clause 4.1.1 or 4.1.2 as applicable, a cancellation charge equal to the amount of Your deposit payment remains due.

5.5. If You withdraw, in whole or in part, from the Exhibition on or after 7th January 2020, We will retain 100% (one hundred per cent) of the Exhibition fees paid by You. If You have not paid Your Exhibition fees, a cancellation charge equal the value of your Exhibition fees remains due.

5.6. In the event that We are able to reallocate any cancelled space to other exhibitors, any monies received in respect of such space (less any administrative cost) shall be deducted from any money owed to us by You under this Clause 5.

6. SUBLETTING

6.1. None of the space, including chalets, may be assigned, sublet or shared without the written agreement of the Organisers.

7. SELLING

7.1. You must not promote any product or service within the Exhibition site which does not fall within the categories of products listed in the Regulations or are subject to Export Control license.

7.2. You must not sell any merchandise without the express written permission of the Organisers.

8. OUTDOOR AREA

8.1. You may provide buildings of Your own design within the outdoor exhibition area that You have been allocated and contracted for. Please contact the Organisers for further information.

9. STATUTORY REQUIREMENTS

9.1. Legal Compliance

9.1.1. You must comply with all applicable laws, regulations and codes of practice applicable to Your participation in the Exhibition prior to, during or after the Exhibition, including but not limited to advertising standards, Export Control laws, Equality Act 2010, Bribery Act 2010 and the Modern Slavery Act 2015

9.1.2. You are responsible for ensuring that Your employees, agents, contractors, servants and agents comply equally with all laws applicable to You and them.

9.1.3. Organisers shall not be liable under any circumstances for Your failure to comply with

Export Control laws. You can seek guidance from the Export Control Organisation as to how the Export Control laws impact Your exhibition activities. By submitting this Application, you confirm the products and services offered by You are compliant with Export Control laws and regulations.

9.1.4. You shall indemnify the Organisers to the full extent of any claims, costs, expenses, liabilities and damages that the Organisers may suffer or incur as a result of any breach by You or Your contractors of this section 9.

9.2. Employment and Immigration

9.2.1. You must comply with immigration and asylum laws, especially with the Immigration, Asylum and Nationality Act 2006 for all Your staff, contractors and subcontractors and ensure that they have the right to work in the UK.

9.2.2. You must ensure that Your employees, contractors and subcontractors working in the UK receive the national minimum wage.

9.2.3. You shall conduct Your industrial relations in accordance with good practice and observe codes of practice issued from time to time by the Department of Work and Pensions and the Advisory Conciliation and Arbitration Service.

9.3. HEALTH AND SAFETY

9.3.1. Your stand must be manned at all times including exhibition halls, outside site or static aircraft exhibition during the opening hours of the Exhibition. We may restrict Your participation at future events if Your stand is unmanned.

9.3.2. You must comply, and You must ensure that Your employees, contractors, servants and agents comply, with all Health and Safety legislation or regulations as well as with the Organisers' Health and Safety Site Rules relevant to Your participation in the Exhibition.

9.3.3. Please be aware that the local authority Health and Safety inspectors will make regular inspections of the site as work progresses. The penalties for non-compliance can be severe, including the issue of prohibition notices.

9.3.4. The Organisers will have on site a dedicated Health and Safety team to monitor, advise and assist You to comply with Health Safety laws and the site rules. They can remove from Exhibition anyone who breaches the law or site rules.

9.4. Harmful Emissions

9.4.1. You must ensure that equipment being demonstrated e.g. lasers, nuclear equipment, does not emit radiation or gases which are potentially harmful to human life.

9.5. Pollution Control

9.5.1. You must not deposit any waste or dangerous substance on Farnborough Airport, including the Exhibition site.

9.5.2. You must inform the Organisers immediately on becoming aware of release into the environment, spilling, or deposit onto Farnborough Airport, including the Exhibition site, of any dangerous substance.

9.5.3. If the pollution was being caused by You, Your employees, contractors, agents, representatives or guests, then You will be responsible for all the Organisers' costs in carrying out of all works that shall be necessary to restore Farnborough Airport, including the Exhibition site, in order to satisfy all relevant authorities.

9.5.4. You shall indemnify and keep the Organisers indemnified, against all actions, claims, costs, damages, expenses, losses and demands and any potential liability arising from the presence of any dangerous substance that the Organisers may have in respect of any pollution caused by You or any person acting under Your control.

10. LOSS, DAMAGE OR INJURY

10.1. You will be held responsible for any personal injury, or loss of or damage to property (including any exhibits) howsoever caused by You, Your contractors, subcontractors, servants or agents.

10.2. You are required to obtain and provide to the Organisers insurance protection for any third party risks with a minimum cover of £5,000,000 (five million pounds). You must ensure that the Organisers are covered by such insurance protection in respect of Your participation in the Exhibition. In the event that You do not have an adequate insurance prior to the Exhibition You can apply to the Organisers' insurance brokers for cover. Please contact the Organisers for more information. You will not be allowed access to the Exhibition site if You do not have the relevant insurance.

10.3. Display Aircraft are subject to additional insurance requirements as set out in the Flying Regulations.

11. LIABILITY

11.1. The Organisers do not accept any liability and will not be under any liability to You, Your employees, servants or agents in respect of any direct or indirect damage, loss to property, or personal injury arising out of or in any way connected with the Exhibition, save that, notwithstanding any other provision in this Agreement, this exclusion shall not apply to any claim against the Organisers for:

11.1.1. death or personal injury caused by their negligence, or the negligence of its employees, agents or subcontractors; or

11.1.2. fraud or fraudulent misrepresentation.

11.2. You are advised to insure Your exhibits against loss or damage, including as a result of fire or any Force Majeure event. This provision is specifically agreed by You to be fair and reasonable.

11.2.1. The Organisers shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Application; and

11.2.2. The Organisers' total liability to You in respect of all other losses arising under or in connection with this Application, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount

paid by You to the Organisers for space at the Exhibition.

11.3. The Organisers warrant that they shall carry out their obligations set out in this Application and organise the Exhibition using reasonable care and skill.

11.4. Except as set out in this Application, all other warranties and conditions implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms and conditions.

11.5. This section 11 shall survive any termination of Your Application.

12. DILAPIDATIONS

12.1. You must leave Your Exhibition space in the condition in which You found it and You must satisfy the Organisers that You have done so. Dilapidations caused by Your installations will be assessed by the Organisers and the cost of reinstatement will be charged to You.

13. BANKRUPTCY

13.1. If You are for any reason, placed in the hands of a receiver, an administrator or liquidator Your Application, unless otherwise agreed in writing by the Organisers, will be treated as if You have withdrawn from the Exhibition effective as of the date when the Organisers learnt that a receiver, administrator or liquidator has been appointed.

14. FORCE MAJEURE

14.1. Neither party shall be in breach of its obligations nor liable for any failure or delay in performance of any of its obligations (including for provision of the Exhibition, which the parties acknowledge can only be provided on the pre-selected Exhibition dates) nor be liable for any losses incurred by the other party under this Application arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), including but not limited to any of the following:

14.1.1. Acts of God, flood, earthquake, windstorm or other natural disaster;

14.1.2. epidemic or pandemic;

14.1.3. war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;

14.1.4. terrorist attack, civil war, civil commotion or riots;

14.1.5. nuclear, chemical or biological contamination or sonic boom;

14.1.6. any law or government order, rule, regulation or direction, or any action or intervention taken by a government or public or regulatory authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, failing to grant a necessary licence or consent or revoking any previously granted licence or consent;

14.1.7. fire, explosion (other than in each case one caused by a breach of contract by the party seeking to rely on this clause) or accidental damage;

14.1.8. loss at sea;

14.1.9. extreme adverse weather conditions;

14.1.10. interruption or failure of utility service, including but not limited to electric power, gas or water;

14.1.11. any labour dispute, including but not limited to strikes, industrial action or lockouts;

14.1.12. non-performance by suppliers or subcontractors; and

14.1.13. collapse of building structures, failure of plant machinery, machinery, computers or vehicles.

14.2. The affected party shall as soon as reasonably practicable after the start of the Force Majeure Event notify the other party of the Force Majeure Event, the date on which it started and its potential duration.

15. TRADEMARKS

15.1. 'Farnborough' and 'Farnborough International Airshow' are registered trademarks. If You wish to use the Organisers' trademark You must obtain prior approval, in writing, from the Organisers.

16. THIRD PARTY RIGHTS

16.1. No term of this Application shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Application.

17. SUPERSESSON

17.1. In the event of a conflict or inconsistency between this Application and any other terms including the terms of the Regulations or the terms of any purchase order issued by the Contractor, the terms and conditions of this Application shall prevail.

18. ACCEPTANCE OF THESE TERMS

18.1. The Organisers have the right to change the terms and conditions of this Application and the Regulations at any time.

18.2. Failure to comply with any of the provisions of these Terms and Conditions, and the Regulations, may result in You being excluded from the Exhibition.

18.3. By signature of this Application Form, You accept and agree to be bound by the terms and conditions of this Application and the terms of the Regulations, and any variations introduced by the Organisers.

19. DISPUTES

19.1. The Organisers shall in their absolute discretion have the right to resolve any dispute in relation to the Exhibition arising from any cause.

20. LAW

20.1. This Application shall be governed by and construed in all respects in accordance with laws of England and the parties submit to the exclusive jurisdiction of the English courts.



FARNBOROUGH
INTERNATIONAL

AIRSHOW

20-24 JULY 2020

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farnboroughairshow.com