

The PRIME Expo 2024 Exhibitor Terms & Conditions

- 1. Show Sponsorship and Management:** The PRIME Expo (the Show) is produced by and is the property of BIC Alliance. Exhibitor agrees to abide by these Rules and Regulations made by Management and by additional Rules and Regulations in the Exhibitor Service Manual, which may be modified at Management's discretion for efficient or safe operation of the Show.
- 2. Exhibit Fee:** All Exhibit Fees must be paid in full to participate. The Fee entitles exhibiting companies to: exhibit space, identification sign, company listing on the show website, promotion and publicity, free exhibit passes, four exhibit staff registrations, and registration list upon request after the event.
- 3. Use of Space:** Only the name of the Exhibiting Company listed on the Contract will be displayed in the exhibit space, in the Show's printed list of Exhibitors and on exhibitor badges. It is further agreed that the Exhibitor shall not assign, share or sublet any part of the exhibit space without the prior express written consent of Management. The Exhibitor agrees to only exhibit, advertise, or promote those products or services for which it has authorization.
- 4. Cancellations:** An Exhibitor may cancel its participation in the Show by giving Management notice in writing. If Management receives notice of cancellation six months in advance of the date of the show, there will be no cancellation charge. If notice of cancellation is received between three and six months in advance, the Exhibitor agrees to pay a cancellation charge of 50% of the total exhibit fee. If notice of cancellation is received less than three months in advance, the entire exhibit fee is due as a cancellation charge. In the event of cancellation, Management has the right to use the space for its own convenience or sell the space to another exhibitor, without rebate or allowance to the cancelled Exhibitor. BIC assumes no liability for having included the name or description of the cancelled Exhibitor in programs, news releases, publicity, or other material.
- 5. Default of Occupancy:** Any exhibitor failing to occupy its contracted space by 9:00 am on the date of the show will be considered in default and may be subject to cancellation. In that event, Management will have the right to use the space as it sees fit.
- 6. Force Majeure:** In the event the premises of the Pasadena Convention Center (the Center) are destroyed or damaged, or if the show fails to take place as scheduled, or is interrupted and/or discontinued, or access to the premises is prevented by reasons of weather, strike, lockout, injunction, act of God, act of war, emergency declared by any government agency or by BIC, or for any other reason, this contract may be terminated by BIC. In the event of such termination, the Exhibitor waives any and all damages and claims for damages and agrees that the sole liability for BIC shall be to return to each Exhibitor any payment made hereunder less its prorated share of all costs and expenses incurred and committed by BIC in connection with the Show.
- 7. Care of Building:** No Exhibitor may bring hazardous or illegal items or substances into the Center. No Exhibitor may permit any act by its employees, officers, or agents that will mar or deface the premises. Exhibitors must surrender the space occupied in the same condition as at the commencement of occupancy. Exhibitor shall be solely responsible for damages its display causes to the Center.
- 8. Official Contractors:** To alleviate the unnecessary canvassing of Exhibitors, to assure orderly and efficient installation, operation, and removal of displays, and to ensure high standards of service at fair prices, Official Contractors have been appointed to provide optional goods and services for Exhibitors. As

such, Management holds Official Contractors responsible for quality service and is prepared to intercede on behalf of Exhibitors in the event of an Official Contractor's faulty or unfair work. Management recommends, but does not require, that Exhibitors use Official Contractors. An Exhibitor who wishes to use its own contractor (i.e., Exhibitor-Appointed Contractor) to install and dismantle exhibits must notify Management in writing at least 30 days in advance and must provide proof of the contractor's workers' compensation and commercial general liability insurance coverage. Exhibitor shall require any Exhibitor-Appointed Contractor to abide by all Show Rules and Regulations and to indemnify BIC and Management for all claims and actions caused by such contractor's negligence or willful misconduct. In no instance shall BIC be responsible for the conduct of any Exhibitor-Appointed Contractor or their employees. BIC assumes no responsibility for performance failure by contractors.

9. Operations of Exhibits: All exhibitors must adhere to booth rules and regulations. A copy of the booth rules and regulations can be found on The PRIME Expo website or by contacting BIC, who reserves the right to interpret and make final decisions regarding all rules and regulations. Booth rules and regulations are subject to all exhibitors, its agents and employees who shall use and occupy the exhibit space.

10. Insurance: Insurance for fire, property, public liability, and theft must be taken out by Exhibitor at its own expense. The insurance is to cover the full period of occupancy of the premises by Exhibitor, its agents and employees. Neither BIC nor Management shall be liable for any damage to or loss or theft of Exhibitor's space or property.

11. Indemnification: Exhibitor agrees to indemnify and hold harmless management BIC and their respective officers, agents, and employees (collectively, the "indemnitees") from and against any and all claims, costs, damages, expenses, and liabilities of any nature or kind arising out of or in any way connected to its failure to comply with its obligations or duties hereunder regardless of the cause or of the joint, comparative or concurrent negligence of the indemnitees.

12. Limitation of Liability: BIC and Management may be held liable for loss, injury, or damages sustained by Exhibitor or Exhibitor's personnel (i.e., Exhibitor's agents, servants, invitees, guest, or employees) only to the extent such loss, injury, or damage are solely caused by the gross negligence or willful misconduct of BIC or Management or their respective agents or employees, and not otherwise. BIC Management shall not be responsible for any loss of business, loss of profits, injury, damage, or expense, of whatever nature that the Exhibitor may suffer due to Event cancellation as a result of a Force Majeure Event or other conditions that render the Event impracticable in Management's sole determination. In no event will BIC's liability for any and all claims, costs, damages, expenses and liabilities arising out of or in any way related to this Exhibit Space Contract exceed the amount paid to BIC by Exhibitor under this agreement. Under no circumstances will BIC or Management be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if BIC has been advised of the possibility of such damages) arising from any provision of this Agreement, including but limited to, the exercise by BIC of any of its rights under this Agreement.

13. Disclaimer: Products and/or services on display in the exhibit area within The PRIME Expo carry no implied or real endorsement or recommendation by BIC. The Exhibitor agrees that it will not represent any product or service as being endorsed by BIC. BIC reserves the right to prohibit any exhibit or any part of an exhibit that is not consistent with the objectives of BIC. Furthermore, products or services must be relevant to the industrial market.

14. General: All matters and questions that arise which are not specifically covered by these Rules and Regulations are subject to the decision of Management. These Rules and Regulations may be amended, added to, and amplified by Management at its discretion. Exhibitor agrees to abide by any and all amendments and changes by Management.

15. Entire Agreement: It is fully understood that the agreement between Exhibitor and Management is fully and entirely expressed in this contract, and that there is no oral or verbal agreement of any kind with respect to the subject matter of this contract. All exhibits must be dismantled, packed, and removed from the hall by 8pm on the day of the event. Only authorized personnel or representatives of the Exhibitor will be permitted in the hall during installation or dismantling of the Show. However, and notwithstanding the foregoing, no one under the age of 21 will be allowed access to the hall during installation or dismantling.

16. Notices: All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

17. Assignment: Exhibitor shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this contract without the prior written consent of Management.

18. Waiver: No waiver by any party of any of the provisions hereunder shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this contract shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. No Third-Party Beneficiaries: This contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.

20. Governing Law; Venue: This Contract shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any conflict of law rules that would cause the application of the laws of any other jurisdiction. The parties agree that the venue for any legal proceeding concerning this contract shall be the court of appropriate jurisdiction located in Pasadena, Texas, and the parties hereby waive any objections to service of process for said venue.

21. Severability: If any term or provision hereof is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.