

# THE INTERNATIONAL SURFACE EVENT 2021 - SURFACES | STONEXPO/MARMOMAC | TILEXPO EXHIBITOR CONTRACT TERMS AND CONDITIONS

## 1. Defined Terms

The term "Event" means The International Surface Event (TISE): SURFACES | StonExpo/Marmomac | TileExpo, currently scheduled to be held on June 16-18, 2021, at the Mandalay Bay Convention Center, Las Vegas, NV, USA (the "Exhibit Facility"). The Event is owned, produced and managed by Informa Exhibitions U.S. Construction & Real Estate, Inc. As used hereinafter, the term "IM" or "Informa Markets" means, collectively, Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

## 2. Contract Acceptance

This Contract shall become binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of Informa Markets. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests. IM reserves the right to deny access to any company.

## 3. Qualifications of Exhibitor

IM, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, remanufacture, or supply products, tools, equipment, supplies or services used for concrete & masonry construction. IM reserves the right to restrict or remove any exhibit which IM, in its sole discretion, believes is objectionable or inappropriate.

## 4. Assignment of Space

Initial space assignments will be made on-site. Contracts and 25% deposits must be received on or before 4:00 pm, January 30, 2020 to qualify for the on-site space assignment. All contracts and deposits received after January 30, 2020 will be assigned on a first-come, first-served basis. Any such assignment does not imply that similar space will be assigned for future Events. IM may change the date of the space draw without notice. IM reserves the right to change the floor plan or the location of an Exhibitor's booth if IM in its sole discretion determines that to do so is in the best interest of the Event. IM will consider requests to keep certain companies from being next to each other; however there is no guarantee that by making this request you will not be located next to one of these companies. IM assumes no responsibility in such instances.

## 5. Use of Space

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of IM.

## 6. Cancellation by Exhibitor

If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to IM with evidence of receipt. If such written notice is received at least 180 days prior to the opening date of the Event (June 16, 2021), then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered liquidated and agreed upon damages, for the injuries IM will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships, in each case at a time when other parties would be interested in such space and/or products, will cause IM to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date IM receives written notice. IM reserves the right to treat Exhibitor's downsizing of booth space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location.

## 7. Cancellation by Informa Markets / Payments

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, IM may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. IM shall have no obligation to refund monies previously paid. IM reserves the right to refuse Exhibitor permission to move in and set up if Exhibitor is in arrears of any payment due to IM. IM is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder. IM reserves the right to terminate this contract at any time.

**\*PAYMENTS:** A late fee may be incurred for any amounts that are past due.

**\*CREDIT CARD:** IM is a PCI compliant company and as such we are prohibited from receiving card holder data via email or any other unsecured method where card holder data can be stored. Exhibitor authorizes The International Surface Event (TISE): SURFACES | StonExpo/Marmomac | TileExpo to charge to the credit card provided according to the Contract payment terms. If the credit card is declined, the Exhibitor acknowledges they are responsible for the full contracted amount. Cancellation and refund requests are subject Clause 6. Exhibitor acknowledges and agrees they are obligated to pay the credit card company in accordance with the credit card account agreement. Exhibitor agrees to resolve any inquiry or dispute concerning credit card charges with The International Surface Event (TISE): SURFACES | StonExpo/Marmomac | TileExpo. Exhibitor understands that all deposits/final payments are non-refundable. By executing Contract, it is confirmed that you have read and agreed to these terms. For security reasons, digital signatures are not accepted.

**\*WIRE/ACH:** IM is not responsible for any losses suffered due to third party fraud or misdeemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payments into IM's designated bank account only shall satisfy Exhibitor's payment obligations under this Contract. If you receive any communication notifying of a change in IM's designated bank account, you should verify the authenticity of the change with IM. If IM does not receive payment by the established due dates IM may immediately terminate this Contract.

## 8. Cancellation of the Event

If IM cancels the Event due to circumstances beyond the reasonable control of IM (such as riot, strike, civil disorder, act of war, act of God, terrorism, government mandated restrictions, or any cause whatsoever that is not within IM's reasonable control), IM shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by IM, in full satisfaction of all liabilities of IM to Exhibitor. IM reserves the right to cancel, rename or relocate the Event or change the dates on which it is held. If IM changes the name of the Event, relocates the Event to another event facility and/or city, or changes the dates for the Event to dates that are not more than 90 days prior or 13 months later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but IM shall assign to Exhibitor, in lieu of the original space, such other space as IM deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. If IM elects to cancel the Event other than for a reason previously described in this paragraph, IM shall refund to each Exhibitor its entire exhibit space rental payment previously paid, in full satisfaction of all liabilities of IM to Exhibitor. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

## 9. Exhibit Space Occupancy

Hours and dates for installing, occupying and dismantling exhibits shall be those specified by IM. If Exhibitor fails to install its display in its assigned space by 4 p.m. on June 15, 2021 or leaves its space unattended during the Exhibit hours, IM shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by IM.

## 10. Listings and Promotional Materials

By exhibiting at the Event, Exhibitor grants to IM a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in IM promotional materials. IM shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. IM may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any IM promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

## 11. Care of Exhibit Facility

Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, both equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing all displays, product, flooring and trash. IM will charge the Exhibitor the cost to remove any items left post show.

## 12. Taxes and Licenses

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under federal, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of IM.

## 13. Copyrighted Materials

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

## 14. Observance of Laws

Exhibitor shall abide by and observe all federal, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Americans with Disabilities Act, including with respect to the construction of its exhibits.

## 15. Exhibitor Updates

IM will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual. The designated representative of the Exhibitor will also receive updates about the Event via fax, mail, e-mail and/or SMS.

## 16. Authorization to Contact

Exhibitor acknowledges that IM shall be permitted to share Exhibitor's name and contact information with, and Exhibitor consents to being contacted directly by, vendors, sponsors and partners authorized by IM.

## 17. Incorporation of Rules and Regulations

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by IM in its sole discretion. IM may adopt rules or regulations from time to time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by IM as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by IM from time to time) states the entire agreement of the parties with respect to the subject matter hereof.

## 18. Installation and Dismantling

Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Service Manual. If an Exhibitor fails to remove an exhibit in the allowed time, IM shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to IM. All exhibits must remain intact until the Event is officially closed.

## 19. Contractor Services

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, IM has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual.

## 20. Exhibit Guidelines

Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of IM and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of IM. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations. Strolling entertainment or moving advertisements outside of an Exhibitor's exhibit space is prohibited. The use of Segway's or Segway-type units is prohibited on the show floor.

Complex booth structures are defined as multi-story or those with a ceiling or canopy covering. Complex structures must submit a Certificate of Insurance with the coverages outlined in clause 25. Insurance and provide structural engineer approved plans.

Photography or videography is permitted only with prior approval of the exhibiting company. Failure to obtain prior consent may result in removal from the exhibit hall.

## 21. General Terms and Conditions

IM has sole control over The International Surface Event (TISE): SURFACES | StonExpo/Marmomac | TileExpo policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, IM in its sole judgment may refuse to consider for participation in future Events an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of IM.

## 22. Assumption of Risks; Releases

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither IM nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither IM nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

## 23. Indemnification

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to IM), and hold IM and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

## 24. Limitation of Liability

Under no circumstances shall IM or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. In no event shall IM's maximum liability under any circumstance exceed the amount actually paid to IM by Exhibitor for exhibit space rental pursuant to this contract. IM makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

## 25. Insurance

(A) Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor's obligations under this paragraph.

- Workers' compensation and employer's liability insurance complying with the laws of Nevada;

- Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable); and

- Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading and unloading operators

The Exhibitor's Comprehensive General Liability and Automobile Liability insurance policies shall name as additional insureds (i) Informa Exhibitions U.S. Construction & Real Estate, Inc. and each of its direct and indirect subsidiaries and other affiliates and (ii) the Event Facility. If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies, satisfactory to IM, shall be promptly furnished to IM. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to IM. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights.

(B) Certificate of Insurance forms must be submitted to IM by all international exhibitors, exhibitors with complex booth structures (defined as multi-story or displays with a canopy/ceiling) and exhibitors hosting attendee interactive demonstrations.

(C) Since many international policies aren't valid in the United States, all international exhibitors are required to obtain insurance through ExhibitorInsurance.com, our designated insurance provider. The cost of the policy will be added to all international exhibitor contracts. Coverage is subject to underwriting review; review the Ineligible Risks to ensure coverage. Exhibitors can opt out of this coverage by providing a valid Certificate of Insurance satisfactory to IM with the necessary coverages.

## 26. Outside Exhibits/Hospitality Suites

Exhibitor is prohibited, without express written approval from IM, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any IM-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through IM. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, IM reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

## 27. Sound, Lighting and/or Laser Devices

The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. IM may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

## 28. Fire and Safety Laws

Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual; however IM will not be responsible for any errors or omissions contained therein.

## 29. Sponsorship

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, their sponsorship will likewise be canceled. See Clause 6, Cancellation by Exhibitor. Any cost incurred for any changes after the artwork is submitted will be the responsibility of the sponsor.

## 30. Violation of Rules and Regulations

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor's "points" for the following year's space draw may be taken away; and 3) the Exhibitor may be prohibited from exhibiting at future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law or equity. No delay by IM in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by IM of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

## 31. Lead Retrieval

Exhibitor acknowledges that the exclusive service provider for lead retrieval services will be identified in the Exhibitor Services Manual. Exhibitor may use such service provider to collect contact information from persons who visit such Exhibitor's space ("Attendee Data"). Exhibitor acknowledges that any Attendee Data so collected shall be used solely by Exhibitor for its legitimate internal business purposes. Without limiting the foregoing, Exhibitor understands and agrees that (i) it will not sell, transfer or otherwise distribute to any third party all or any part of any Attendee Data, (ii) it will not make or attempt to make any compilation of the attendees and/or other participants of the Event or any other derivative work of any Attendee Data, (iii) it will not otherwise use any Attendee Data in connection with any illegal, distasteful, immoral, dishonest or fraudulent activity and (iv) the compilation of the attendees and/or other participants of the Event is the sole property of IM.

## 32. Governing Law

This contract is governed by the laws of the State of Delaware as applied to contracts entered into and entirely performed within such state. Exhibitor agrees that the courts located in the State of Delaware shall constitute the exclusive forum for the resolution of any and all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Exhibitor waives any right to assert lack of personal or subject matter jurisdiction and agrees that venue properly lies in Wilmington, DE.