



Space Application Contract

A. Exhibitor (Address for correspondence)

Company/Organization: _____

Contact Person: _____

What do you want to achieve? (e.g. Sampling, Sales, Marketing, Branding) : _____

Telephone: _____ Fax: _____

Email: _____ Website: _____

B. Invoicing Address

Company/Organization: _____

Company VAT Number: _____

Position/Job Title : _____

Physical Address : _____

Country: _____ Postal Address: _____

Telephone: _____ Fax: _____

Email: _____ Website: _____



C. I would like to book the following (Please tick all appropriate boxes)

Pavilion Package : 4sqm (2x2m) @ R6500 Excluding VAT

Includes 2x2m exhibitions space, Shell scheme walling, carpets, fascia / company name, Electricity connection with 2 power sockets and 1 spotlight

Package 1 : 9sqm (3x3m) @R17000 Excluding VAT

Includes 3x3m exhibition space, Shell scheme walling, carpets, fascia/company name, Electricity connection with 2 power sockets and 2 spotlights. 30 minutes runway or stage presentation

Package 2 : 18sqm (3x6m) @ R32000 Excluding VAT

Includes 3x6m exhibition space, Shell scheme walling, carpets, fascia / company name, Electricity connection with 2 power sockets and 2 spotlights. 30 minutes runway or stage presentation.

Media coverage for the value of R38000, 4x Gagasi FM generic mentions on adverts for 1 week. 10x Isolezwe Brand logos included on advert footer.

Package 3 : 36sqm (6x6m) @ R46000 Excluding VAT

Includes 6x6m exhibition space, Shell scheme walling, carpets, fascia/company name, Electricity connection with 2 power sockets, 2 spotlights and D&B board. 30 minutes runway or stage presentation.

Media coverage for the value of R53000, 6x Gagasi FM generic mentions on adverts for 1 week.

10x Isolezwe Brand logos included on advert footer



D. Method and timing of your payment

- 50% of full contract price due immediately on receipt of invoice
- Remaining 50% of full contract price due – on or before start of the show in July

PAYMENT CONDITION

If payment terms are not met, the organizer shall be entitled to cease this contract forfeit all sums paid by the exhibitor. The exhibitor will not be permitted to start work on his stand until their account has been paid in full. The organizer reserves the right to not allow the exhibitor to occupy their space or stand unless full payment is received.

PAYMENT DETAILS

NOTES

Declaration: The duly authorized signatory, acting for and on behalf of the exhibitor company, declares that she/he acknowledges and accepts the regulations as set out in this form and agrees to comply with the provisions herein contained.

FOR EXHIBITOR

Signature: _____

Name: _____

Position: _____

Date: _____

FOR ORGANISER

Signature: _____

Name: _____

Position: _____

Date: _____

E. Please send me further details about (please tick appropriate boxes)

Custom – Built stand service

Event sponsorship options

F. Please send by post, fax or email to this form



CONTACT DETAILS

5th Floor Smart Exchange Building,
5 Walnut Road, Durban | 031 822 1587

info@kasibrothers.co.za — www.kasibrothers.co.za



G. Exhibition Rules and Regulations

1. Organizer – The Exhibition is organized by Kasi Brothers, ("the Organizer"). The Organizer and the Exhibitor shall collectively be known as the "Parties" and each of them a "Party".

2. License – Upon payment of the full Contract Price, the Exhibitor will have a conditional and revocable license (the "License") to occupy the space allocated ("the Allocated Space") by the Organiser to exhibit the products it has notified the Organiser ("the Exhibiting Products") for the duration of the Exhibition ("the Period") during Show Hours (hereinafter defined). Nothing in this Contract is intended nor shall be construed as granting to the Exhibitor any lease, tenancy or any other interest in the Allocated Space greater than the License. In the event that the Organiser, at its sole discretion, extends the deadline for the payment of the full Contract Price to a later date than that agreed between the Parties, the Exhibitor shall pay interest on such Contract Price to the Organiser at the Organiser's prevailing interest rate charged to Exhibitors who are late in making payment.

3. Allocation of Space – The determination of the Allocated Space shall be at the sole discretion of the Organiser whose decision shall be final. If no space is available for the Exhibitor, the Organiser shall refund to the Exhibitor the Contract Price received from the Exhibitor without interest and the Organiser shall not have any liability to the Exhibitor whatsoever. The Organiser may from time to time change the Allocated Space to another space of comparable size by giving the Exhibitor three days' written notice of such change.

4. Allocation Space exceeded – The Organiser reserves the right to charge the Exhibitor for any space used by the Exhibitor in excess of the Allocated Space. If the Exhibitor fails to pay the said cost of the excess space used, the Organiser shall remove and dispose of any property of the Exhibitor on the excess space and the Exhibitor shall indemnify the Organiser for all costs incurred for such removal and disposal.

5. Exhibiting Products – Exhibiting products shall be limited to materials, products or services of specific interest to registrants of the Exhibition. The Organiser reserves the right to determine the eligibility of any material, product or service or,

advertisement for exhibition and to limit the number of principals represented by the Exhibitor in an Allocated Space. The Exhibitor shall not exhibit any goods at the Allocated Space other than the Exhibiting Products.

6. Dates/Duration of Exhibition – The Exhibitor hereby acknowledge that the Organiser shall have the right, in its absolute discretion, to change or delay the dates or duration of the Exhibition at any time by serving on the Exhibitor a 14-day notice in writing without being liable to the Exhibitor for any damages or claims whatsoever. For the avoidance of doubts, with the exception of cancellation of the Exhibition, no refunds of any deposit, payment or part payment shall be made to the Exhibitor for any change or delay in the dates or duration of the Exhibition pursuant to this clause.

7. Warranty – The Exhibitor represents, warrants and undertakes to the Organiser that: (a) it is entering into this Contract as principal and not as an agent or nominee of any third party; (b) the Exhibiting Products do not infringe any patent, trademark, copyright and other intellectual property right of any party and so far as the Exhibitor is aware, no claims of such infringement have been made nor is the Exhibitor the subject of any litigation, actual or threatened; and (c) it has full power and capacity to enter into and perform this Contract and that this Contract when executed will constitute legal, valid, binding and enforceable obligations of the Exhibitor. The Exhibitor agrees that in the event of any breach of the representations, warranties and undertakings contained in this Contract, the License may be revoked by the Organiser and this Contract shall be terminated (without the Organiser being liable for any damages or claims whatsoever and without prejudice to the Organiser's rights and remedies hereunder) and the Exhibitor shall indemnify and keep the Organiser fully indemnified against any or all costs, claims, demands, losses, liabilities, charges, actions and expenses.

8. Admission – The Exhibition shall be open to the Exhibitor and its authorized personnel during the Period ("the Show Hours"). The Exhibitor acknowledges that a nominal admission fee may be charged by the Organiser



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Notwithstanding the above, the Organiser reserves the right to refuse admission to any person at its sole discretion and to make revisions to the Show Hours from time to time.

9. Stand fitting Services – The Exhibitor shall fit out and equip the Allocated Space ("Stand Fitting Works") in accordance with the requirements of the Organiser and shall bear the cost of all Stand Fitting Works. For Shell Schemes, Stand Fitting Works shall be carried out by the Official Stand Contractors. Stand Fitting Works for non-Shell Schemes may be carried out by either the Official Stand Contractor or a contractor of the Exhibitor's choice provided that such contractor has been approved by the Organiser in writing and has provided the Organiser with a security deposit in such form and of such value as the Organiser shall at its discretion decide.

10. Electrical Works and Electricity Supply – No structural or electrical work shall be undertaken except upon the prior written consent of the Organiser and carried out by an Official Electrical Contractor appointed by the Organiser as described in the Exhibitor Manual.

11. No Subletting – The Exhibitor shall not assign, sublet or otherwise part with or share possession of the whole or any part of the Allocated Space without the Organiser's written consent, regardless of whether any rental or other consideration is given for such use or permission.

12. Advertising Matter – The Organiser may prohibit the distribution of any advertising material for any reason whatsoever. Any form of advertisement by an Exhibition is strictly limited to the Exhibitor's Allocated Space. Exhibitors are prohibited from hanging banners from the ceiling unless they have paid the Organiser the relevant advertisement cost for the said banners. The Organiser shall issue a press release in relation to the Exhibition and undertake any form of advertisement for the Exhibition as it may decide in its sole discretion. The Exhibitors are permitted to hold promotions for their exhibits during the Exhibitions provided that they have obtained the Organiser's prior written approval in respect of the scope and duration of such promotions, which approval shall not be unreasonably withheld.

13. Cancellation – In the event of cancellation or termination of this Exhibition Participation Contract by the Exhibitor, the Exhibitor shall pay to the Organiser cancellation charges at the following rates: • Cancellation more than 120 days before the first day of the exhibition: 50% of contract price • Cancellation 60 to 120 days before the first day of the exhibition: 75% of contract price • Cancellation less than 60 days before the first day of the exhibition: 100% of contract price Cancellation charges shall be deducted from any money already paid to the Organiser for the License under this Exhibition Participation Contract and any outstanding amount owed by the Exhibitor to the Organiser shall be payable immediately.

14. Liability and Risks – The Exhibitor shall indemnify fully and effectively the Organiser and its shareholders and the lessor of the exhibition hall ("the Hall") against any or all costs, claims, demands, losses (including indirect and consequential losses), liabilities, charges, actions and expenses: (a) relating to or arising from the use of the Allocated Space; or (b) as a result of any breach of any of the undertakings or obligations of the Exhibitor and its authorized persons under this Contract. The Exhibitor's aforesaid indemnity shall include: (a) Any loss, damage, or injury howsoever caused to any persons or property by the Exhibitor, its authorized Personnel or the Products; and (b) Any loss, damage or injury howsoever caused including all direct or consequential loss or damage, to the Exhibitor's employees or agents, or the Products notwithstanding that such loss, damage or injury may arise from or be due to any defect in the Hall or the neglect or default of the Organiser or its servants or agents or contractors (including but not limited to Official Stand Contractor). The Organiser and its directors, officers and agents shall not be held responsible for any theft, damage, loss or destruction howsoever caused to the products, fixtures, fittings, goods or articles or things whatsoever placed, deposited, brought into or left in the Hall by the Exhibitor.



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15. Insurance Policy – The Exhibitor shall effect and maintain insurance with an insurer approved by the Organiser in such form and for such amount as may be required by the Organiser from time to time and shall cause the Organiser and the lessor of the exhibition hall ("the Hall") to be named as joint insured under such insurance policies. The Exhibitor shall punctually pay all premiums, costs and disbursements in respect of such insurance policy and to provide evidence of such payment upon demand failing which the Organiser may affect such insurance and pay the insurance premiums, costs and disbursements and all monies so expended shall on demand be repaid to the Organiser by the Exhibitor. The Exhibitor shall not do or permit or suffer to be done anything to cause: (a) such insurance policies to be rendered void or voidable; or (b) the rate of premium thereon to be increased. The Exhibitor shall in such an event make good all loss or damage suffered by the Organiser and shall repay to the Organiser all sums paid by way of increased premiums and all expenses incurred by the Organiser in the renewal of such policy or policies as a result of this clause by the Exhibitor without prejudice to any other rights of the Organiser.

16. Safety, Fire, Health and other Laws – All fire, safety, health and other laws, rules and regulations and any other obligations imposed by the Organiser, the competent authorities and agencies or the lessor of the Hall upon the Exhibitor shall be observed and complied with by the Exhibitor at the Exhibitor's expense.

17. Regulatory Approval – The Exhibitor is solely responsible for ensuring that all governmental, statutory and other regulatory approval required for the Products and its display and the Exhibitor's participation in the Exhibition shall have been obtained prior to the date of the Exhibition.

18. Termination – The Organiser may, by notice in writing to the Exhibitor, terminate the License immediately if: (a) The Exhibitor is in breach of any of the terms of this Contract; (b) The Organiser reasonably considers that the Exhibitor is carrying on activities in a manner prejudicial to the business of other exhibitors within the Hall or of such standard that it detracts from the character and/ or quality of the Exhibition and the businesses of the other exhibitors; (c) If the Hall shall

(c) If the Hall shall become, in the opinion of the Organiser, unfit for occupancy; (d) The landlord or the head landlord of the Hall refuses consent to the granting of this License or subsequently requires its termination or lawfully requires possession of the Hall; (e) If in the Organiser's opinion the Exhibitor does not or is unable to perform or comply with any of its obligation under this Contract, whereupon this Contract forthwith be terminated or cancelled by the Organiser without the Organiser being liable in damages or otherwise to the Exhibitor but without prejudice to any antecedent claim or breach under this Contract; and (f) In the event of the Exhibitor becoming bankrupt, committing any act of bankruptcy, going into liquidation or having a Receiver or Administrator appointed in the respect of any of its assets.

19. Force Majeure – The Organiser will not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions arising by virtue of any cause not within the control of the Organiser. If as the result of this, the Exhibitor or the Organiser is unable to perform any of its obligations under this Contract shall be terminated and the Organiser shall not be liable to the Exhibitor other than for a pro-rated refund of the Contract Price paid by the Exhibitor on the basis of the number of exhibit days remaining. For purposes hereof, the phrase "cause not within the control of the Organiser" shall include fire, flood, earthquakes or other natural disasters, epidemic, explosion or accident, blockade, embargo, governmental restraints, restraints or orders of civil defence or military authorities, act of public enemy, terrorist activities, riot or civil disturbance, strike, lockout, boycott or other labor dispute or disturbance, and any other circumstances beyond the reasonable control of the Organiser. The non-performance of this Contract under this clause shall not be deemed a breach or violation of the terms of this Contract.

20. Right to Reject or Prohibit – The Organiser may reject, restrict or prohibit the display of the Exhibiting Product, or the entry of the Exhibitor or its representatives into the Hall. Provided that if no cause is given by the Organiser for such an order, the maximum liability, if any, of the Organiser shall be the refund to the Exhibitor of a sum not exceeding the pro-rata amount of the Contract Price paid by the Exhibitor



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based on the number of days of the Exhibition remaining at the time of such restriction or prohibition.

21. Right of Possession – The Exhibitor hereby grants to the Organiser, for purposes of ensuring the due performance by the Exhibitor of its obligation under this Contract, the right to take possession of all property of the Exhibitor, including the Products in the Hall.

22. Liability Limitation – The liability, if any, of the Organiser shall under no circumstances exceed the amount of the total Contract Price paid by the Exhibitor for the Licence herein granted. All persons appointed by the Organiser to undertake any official tasks including the Official Stand Contactor and the Official Electrical Contractor are independent contractors and are not agents of the Organiser.

23. Governing Law and Jurisdiction – The construction, validity and performance of this contract shall be governed by the laws of the Republic of South Africa. Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts in SA and waives any objections to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. Any dispute between the two parties shall be resolved in S.A courts and in accordance with South African laws.

24. Revocation – Upon termination of this Contract, the License granted is revoked and thereupon the Exhibitor shall immediately leave the Hall and remove all its Exhibiting Products and leave the Allocated Space clean and in a state of good repair. If the Exhibitor fails to do so, the Organiser may remove any property left behind in the Hall by the Exhibitor, sell such property as agent of the Exhibitor and retain proceeds of sale of such property, provided that the Exhibitor collects the same within 7 days.

25. Goods and Services Tax – The Exhibitor agrees that all payments or consideration made pursuant to this Contract are exclusive of any Goods and Services Tax levied under the Tax Laws of South Africa which shall where payable, be borne fully by the Exhibitor.

26. Net of Taxes – All payments due under this Contract to the Organiser by the Exhibitor shall be net of all taxes that may be levied by any government from time to time. To the extent that the Exhibitor is required to deduct or withhold any tax for any reason, the Exhibitor shall pay such additional amount as is necessary to ensure that the Organiser receives and retains a net sum of what it would receive had there been no such deductions or withholding required or made. The Exhibitor shall pay all required taxes to the tax authorities and obtain certificates from them evidencing payments of such taxes and forward the same to the Organiser within 15 days of receipt of the said certificates. In the event that any interest or penalties are levied in respect of such tax payments by the tax authorities, the same shall be solely paid by the Exhibitor. Taxes as used herein, shall mean any present or future taxes, assessments or other governmental charges or taxes on income, capital gains, know-how, goodwill, payroll, property, sales, value-added tax, import duties, excise or other assessments by any taxing authority of any jurisdiction.

27. Stamp and Other Duties – The Exhibitor shall pay all stamp duties, legal fees and other charges for and incidental to the preparation and stamping of this Contract and any costs and expenses incurred by the Organiser in connection with this Contract shall be paid by the Exhibitor.

28. Exhibitor Manual and Floor Plan – Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other documents supplied by the Organiser from time to time. The Organiser may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Contract, and shall be binding on the Exhibitor. The Organiser shall be entitled to and may, from time to time, change the exhibition floor plan. In the event of a conflict between the clauses herein and those set out in the Exhibitor Manual, these Exhibition Rules and Regulations shall take precedence. In the event of a conflict between the clauses herein and those set out in the Exhibitor Manual,



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these Exhibition Rules and Regulations shall take precedence. In the event of a conflict between the clauses herein and those set out in the Exhibitor Manual, these Exhibition Rules and Regulations shall take precedence.

29. Severance – If any term in this Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed to no longer form any part of this Contract and the enforceability of the remainder of this Contract shall not be affected provided that if the Organiser at its discretion decides that the effect of such severance is to defeat the original intention of the parties, the Organiser shall be entitled to terminate this Contract by thirty (30) days written notice to the Exhibitor without prejudice to the rights and remedies of each Party against the other in respect of any antecedent breach under this Contract.

30. Remedies and Implied Waivers – No failure or delay on the part of the Organiser to exercise any right or remedy under this Contract will not operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided by this Contract are cumulative and not exclusive of any rights or remedies provided by law.

31. Set-Off Clause – The Organiser may deduct from or set-off against any money due or becoming due at any time from the Organiser to the Exhibitor, under this or any other contract between the Exhibitor and the Organiser or its related companies.

32. Compliance Clause – The Exhibitor shall comply with all conditions, rules and regulations prescribed by the Organiser governing the use of the Allocated Space and the Hall and shall, upon the Organiser's written request, forthwith take all necessary action and/or refrain from any further action which is, in the Organiser's view, necessary to comply with any of its obligation and, forthwith provide any necessary information or document to evidence such compliance.

33. Assignment Clause – The Organiser may assign or transfer or deal with its rights and obligations under this Contract. The Exhibitor may not assign or transfer or deal with any of its rights or obligations under this Contract, nor to suffer or permit any other person or company to have the use of the Allocated Space.

34. Amendment Clause – The rules and regulations herein shall be amended by the Organiser from time to time after giving seven (7) days' prior written notice to the Exhibitor.

35. Notices – Any notice to be served on each Party shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party shown at the head of this Contract or by facsimile transmission or by electronic mail or by telex and shall be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty four (24) hours if sent by facsimile transmission or by electronic mail or by telex to the correct facsimile number or electronic mail number of the addressee (with correct answerback).

36. Confidentiality – The Exhibitor shall not disclose to any person any information in any form (including analyses, compilations, forecasts, studies, research, data, photographs, drawings, specifications, designs and software programs) provided by the Organiser under this Contract without the prior written consent of the Organiser. Notwithstanding this, the Exhibitor may disclose such information to: (a) Its agents, servants or contractors on a need-to-know basis provided that such agents, servants, and contractors are first subject to the same confidentiality restrictions contained herein; (b) Any other person pursuant to a legal requirement to disclose or pursuant to any judicial authority which requires disclosure provided that: (i) if the Exhibitor, its agents, servants or contractors shall become compelled by law to disclose such information, such party will immediately notify the Organiser in writing of that fact so that the Organiser may, if it wishes, seek to prevent that disclosure; (ii) If the Exhibitor, its agents, servants and contractors shall take such steps as the Organiser shall require to prevent or minimise the scope of



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37. Headings – The headings in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Contract nor in any way affect this contract. 38. Entire Contract – This Contract supersedes all prior contracts, arrangements and understandings between the parties whether written or oral relating to the subject matter hereof. No amendment to this Contract shall be binding upon the parties unless made in writing and signed by both parties. The Exhibitor "Director or duly authorized executive" acting for and on behalf of the exhibiting committee hereby declares that she/he has read and understood fully the Exhibition Rules and Regulations and agrees to abide by them.