

# EXHIBITION ORDER FORM

## EXHIBITING COMPANY DETAILS

Exhibitor Company Name: .....

Address: .....

City: ..... State: ..... Post / Zip Code: .....

Country: ..... Telephone: .....

**PRIMARY CONTACT DETAILS FOR INDO PACIFIC 2023**

Contact Name: ..... Job Title: .....

Contact Telephone: ..... Contact Email: .....

## INVOICE DETAILS

Invoices should be directed to:  Exhibiting Company Details  Alternative address (please complete fields below)

Company Name: .....

Purchase Order Number (if applicable): .....

Address: .....

City: ..... State: ..... Post / Zip Code: .....

Country: .....

Telephone: ..... Email: .....

Contact Name: ..... Job Title: .....

## EXHIBITION ORDER All prices are inclusive of GST (10%)

The above names Exhibitor hereby applies to AMDA Foundation Limited to exhibit at the INDO PACIFIC 2023 International Maritime Exposition ("INDO Pacific 2023") in accordance with the Agreement Terms herein and orders the following Exhibition Space or Exhibition Stands at the exhibition charges specified below:-

<b>Raw Space</b>	<b>Early Bird Rate</b> By 26 May 2023	<b>Regular Rate</b> From 27 May 2023
<b>Ground Floor Space</b>	<b>AUD\$1,200</b> per m <sup>2</sup>	<b>AUD\$1,295</b> per m <sup>2</sup> ..... m <sup>2</sup> (total area) = <b>AUD\$</b> .....
<b>Shell Scheme Stand</b>	<b>Early Bird Rate</b> By 26 May 2023	<b>Regular Rate</b> From 27 May 2023
Number Required .....	<b>AUD\$9,995</b> each	<b>AUD\$10,350</b> each = <b>AUD\$</b> .....
(Compulsory shell scheme) Inclusive of shell scheme walls, carpet, 1 x 10 amp power point, 2 x spotlights, fascia with company name. Each unit 3m x 3m (9m <sup>2</sup> )		
<b>Static Display Space</b>	<b>Early Bird Rate</b> By 26 May 2023	<b>Regular Rate</b> From 27 May 2023
<b>Ground Floor Space</b>	<b>AUD\$480</b> per m <sup>2</sup>	<b>AUD\$530</b> per m <sup>2</sup> ..... m <sup>2</sup> (total area) = <b>AUD\$</b> .....
(only available to exhibitors that have contracted for exhibition space & display of watercraft or products authorised by the organiser)		

## AUSTRALIAN SMALL BUSINESS All prices are inclusive of GST (10%)

Restricted to Australian small businesses (being Australian firms, resident and operating in Australia, employing less than 50 people, with less than A\$25 million in annual turnover and with majority Australian ownership).

<b>Shell Scheme Stand</b>	<b>Early Bird Rate</b> By 26 May 2023	<b>Regular Rate</b> From 27 May 2023
Number Required .....	<b>AUD\$9,150</b>	<b>AUD\$9,995</b> = <b>AUD\$</b> .....
<b>Showcase Pod</b>	<b>Early Bird Rate</b> By 26 May 2023	<b>Regular Rate</b> From 27 May 2023
Limited to 1 per company	<b>AUD\$2,150</b> each	<b>AUD\$3,350</b> each = <b>AUD\$</b> .....

### AGREEMENT TERMS

Upon acceptance by the Organiser of this Exhibition Order by the Organiser issuing an invoice to the Exhibitor a binding agreement will arise between the Exhibitor and the Organiser consisting of the Exhibition Order and the attached Event General Terms. The Exhibitor acknowledges that the Organiser may decline an Exhibition Order in its discretion.

### PAYMENT

- (a) If such notification of acceptance occurs on or before 14 July 2023, the Organiser will invoice the Exhibitor for the deposit of fifty per cent (50%) of exhibition charges which the Exhibitor hereby agrees to pay to the Organiser within thirty (30) days of invoice for such deposit. The Organiser will also invoice the Exhibitor for the balance of fifty per cent (50%) of exhibition charges which the Exhibitor hereby agrees to pay to the Organiser by 1 September 2023.
- (b) If such notification of acceptance occurs on or after 15 July 2023 or the total invoice amounts to AUD \$3,000 or less, the Organiser will invoice the Exhibitor for the full amount of the exhibition charges which the Exhibitor agrees to pay forthwith upon invoice for the same.
- (c) Payment by the Exhibitor within the times specified in subparagraphs (i) and (ii) hereof will be fundamental terms to be complied with by the Exhibitor pursuant to the said agreement between the Exhibitor and the Organiser.

**TOTAL =**

Signed for on behalf of the Exhibitor by the undersigned who is a person duly authorised by the Exhibitor for this purpose:

Signature: .....

Name of Signatory: .....

Job Title: ..... Date: .....

Telephone: ..... Facsimile: .....

Email: .....

**PLEASE RETURN TO:** Event Secretariat, AMDA Foundation Limited:-  
 PO Box 339, North Geelong Victoria 3215 Australia **EMAIL:** expo@amda.com.au

# EVENT GENERAL TERMS

PO Box 339, North Geelong VIC 3215, Australia  
 T: +61 (0) 3 5282 0500 F: +61 (0) 3 5282 4455 E: expo@amda.com.au

## 1. ORGANISER

The Organiser is AMDA Foundation Limited (ABN 63 091 147 787).

## 2. EVENT

The Event is specified in the Exhibition Order and is presented, organised, produced, managed, staged and conducted by the Organiser.

## 3. ALLOCATION OF SPACE

Exhibition space will be allocated by the Organiser to meet considerations of the Event layout and any height restrictions. The Organiser, where possible and without any obligation, will endeavour to allocate exhibition space and positioning in accordance with priority of receipt of Exhibition Orders. Exhibitors will be notified of their exhibition space allocation following the closing date for receipt of Exhibition Orders. The Organiser reserves the right, at the discretion of the Organiser, to vary exhibition space allocations and positions at any time.

## 4. FEES

In consideration of the Organiser allocating space at the Event, the Exhibitor must pay the fees set out in the Exhibition Order (Fees). All Fees are in Australian dollars (A\$) and unless otherwise stated include Goods and Services Tax (GST) and excludes all other taxes, levies, deduction or withholdings. The Organiser reserves the right to vary the Fees at any time prior to acceptance of an Exhibition Order.

## 5. DEPOSIT

The deposit specified in the Exhibition Order (Deposit) is payable by the Exhibitor as partial payment of the Fees and as security for the Exhibitor's performance of its obligations. The Organiser may apply the Deposit in satisfaction of any amounts payable by the Exhibitor, including the Fees, any withdrawal, cancellation or postponement charges, or any losses, damage, liabilities, costs or expenses incurred by the Organiser arising out of any breach by the Exhibitor of these General Event Terms.

## 6. PROHIBITION ON ASSIGNMENT

No part of any space or exhibition product allocated to any Exhibitor may be transferred, assigned, sub-let or shared with any other Exhibitor or any other person or corporation or entity without the prior written consent of the Organiser.

## 7. PRESENTATION OF EXHIBITS

Exhibitors must maintain exhibits in a clean and tidy fashion and in good order and repair, and staff their exhibits and stands throughout the complete period of the Event.

## 8. VARIATION

The Organiser reserves the right to make any alterations that may be considered reasonably necessary to the nature, method of construction, positions or size of exhibition pavilions, exhibition stands, corporate reception chalets, exhibitor business units or other exhibition structures or facilities and to make other variations considered reasonably necessary by the Organiser in connection with the Event.

## 9. EVENT REGULATIONS

The Organiser may publish and update regulations for the reasonable conduct of the Event (Regulations). The Exhibitor and its Personnel must comply with the Regulations published from time to time. To the extent of any inconsistency between the Regulations and these Event General Terms, the provisions of the Event General Terms shall prevail.

## 10. CONTROL

The control of all aspects of the Event is vested in the Organiser. The decisions of the Organiser and its duly authorised officials shall be binding on all Exhibitors, Participants, contractors and their respective Personnel. The Organiser shall in its absolute discretion have the right without appeal to resolve any dispute in relation to the Event arising from any cause not the subject of an express provision of the Regulations or the Event General Terms.

## 11. ACCESS TO THE EVENT

The Organiser reserves the right to control entry and access to the Event and may:

- publish and enforce Conditions of Entry,
- refuse entry to any person, to require any person to leave the venue and to physically remove any person from the venue,
- search all persons entering or at the venue,
- search all bags, luggage, receptacles, clothing, promotional materials, exhibits, stands, equipment, personal property and effects entering or at the venue, and
- require the removal of (or to remove) any bag, luggage, receptacle, clothing, promotional material, exhibit, stand, equipment, personal property, effects or other item from the venue.

## 12. LIMITATION OF LIABILITY

To the extent permitted by law: -

- the Exhibitor, its contractors and their respective Personnel participate in the Event at their own risk;
- where the Australian Consumer Law (ACL) applies to these Event General Terms, and the services provided by the Organiser are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Organiser's liability under the ACL and otherwise is limited, at the Organiser's option (and provided it is

fair and reasonable to do so), to one or more of the following:

- re-supplying the services; or
  - reimbursing the Exhibitor any Fees already paid to the Organiser.
- (c) other than as specifically accepted by the Organiser above (and including where the ACL does not apply), the Organiser (and its Related Bodies Corporate and the respective Personnel) are not liable for any losses or damages the Exhibitor or its Personnel may suffer, including any:
- loss resulting from any changes in date, venue, time, or duration of the Event;
  - loss caused or contributed to by the Exhibitor or its Personnel or to the extent it results from any failure by those parties to take reasonable steps to avoid or minimise that loss;
  - loss caused by events falling outside the Organiser's reasonable control;
  - indirect or consequential losses (including loss of revenue, profits, enjoyment or loss of business); or
  - losses the Exhibitor or its Personnel might suffer as a result of unauthorised access to information held by the Organiser or acts or omissions of other Participants.
- (d) To the extent any liability under these General Event Terms cannot be excluded but may be limited, the unless clause 12(b) applies, the Organiser's aggregate liability to the Exhibitor is limited to a refund of any Fees already paid by the Exhibitor.

## 13. INDEMNITY

The Exhibitor will indemnify, and keep indemnified, the Organiser, its Related Bodies Corporate and their respective Personnel from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by those parties arising from any claim, demand, suit, action or proceeding by any person to the extent such loss or liability arose out of, or in connection with the acts or omissions or breach of these terms by the Exhibitor or its Personnel.

## 14. WARRANTIES

If the Exhibitor is a consumer under the ACL the Supplies come with guarantees that cannot be excluded under the ACL. To the extent permitted by law, the Organiser excludes all other guarantees, warranties, undertakings and representations expressed or implied, whether arising by statute or otherwise, which are not given in these Event General Terms.

## 15. EXHIBITOR'S INSURANCE

Exhibitors must take out and maintain for the duration of the Event, insurance protection for all third party risks and ensure that the Organiser, its Related Bodies Corporate and their respective Personnel are named as insured's in the insurance policy covering the Exhibitor's participation in the Event. The minimum insurance protection that Exhibitors are required to obtain is the higher of:

- the existing third party insurance of the Exhibitor; or
- an amount not less than Ten million Australian dollars (A\$10,000,000) for any one accident or occurrence.

Without limiting the obligations above, it is recommended that Exhibitors comprehensively insure all property used by the Exhibitor in relation to the Event.

## 16. AIRCRAFT INSURANCE

Without limiting the Exhibitor's obligations under clause 16, Exhibitors wishing to present aircraft at the Event must take out and maintain for the duration of the Event, specific aircraft insurance protection for all third party risks (including passenger insurance) and ensure that the Organiser, its respective Related Bodies Corporate and their respective Personnel are named as insureds. The minimum insurance coverage which Exhibitors will be required to obtain is the higher of:

- the total limit of the Exhibitor's existing aircraft or vehicle third party (including passengers) insurance, or
- for Aircraft:
  - up to (and including) 1/2 tonne - Five million dollars (A\$5,000,000)
  - more than 1/2 tonne but less than 3 tonnes - Ten million dollars (A\$10,000,000)
  - 3 tonnes & over - Thirty million dollars (A\$30,000,000)

## 17. CANCELLATION BY EXHIBITOR

An Exhibitor may cancel their Exhibition Order and withdraw from the Event at any time by notice in writing to the Organiser. The Exhibitor acknowledges that the Organiser has incurred costs and made commitments on the basis of the Exhibition Order placed by the Exhibitor, therefore agrees that:

- the Organiser may retain any Deposit and Fees already paid prior to the date of termination by the Exhibitor; and
- the Exhibitor will on demand from the Organiser pay the balance of any Fees or charges payable under the Exhibition Order or these Event General Terms.

## 18. CANCELLATION BY ORGANISER

In the event of cancellation of the Event by the Organiser due to circumstances outside the reasonable control of the Organiser (including but not limited to acts or omissions of third parties, pandemic or natural disaster), the Organiser will provide a refund to the Exhibitor of any amounts paid by the Exhibitor, less the costs incurred by the Organiser in respect of the cancelled Event as determined by the Organiser.

## 19. VENUE, DATE AND TIMING

The Organiser reserves the right to change the venue, vary the dates, alter the timing or vary the duration of the Event by notice to the Exhibitor in its absolute discretion.

## 20. INTELLECTUAL PROPERTY

The Organiser retains ownership of all intellectual property rights owned or made available by the Organiser in relation to the Event. The Exhibitor must not use any intellectual property of the Organiser or of the Event without the prior written consent of the Organiser. The Exhibitor grants to the Organiser an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of images and footage taken at or in relation to the Event and to prepare derivative works of such content or incorporate the content into other works in order to publish and promote the Organiser and the Event.

## 21. SEVERANCE

If any provision contained in these Event General Terms shall be judged by a Court of competent jurisdiction to be either void or unenforceable, that provision shall be severed to the extent to which it is void or unenforceable and the validity or enforceability of the remaining provisions shall not thereby be affected and the remaining provisions shall continue in full force and effect.

## 22. UNFAIR TERMS TO BE READ DOWN

If any law making unfair contract terms void or unlawful could apply to a term in these Event General Terms, the following rules apply to interpreting that term.

- if the law would make the term void because the term permits the Organiser to exercise a right or discretion in a way that would cause detriment to the Exhibitor, the term shall be read down and construed to the extent as not to permit the Organiser to exercise the right or discretion in such a way.
- if the law would make the term void because it authorised the Organiser to recover costs or losses or damages to be calculated in a way we chose, the term shall be read down and construed as authorising us to recover the maximum reasonable costs, losses and damages to be calculated in a reasonable way that did not cause the term to be void.

If, despite the application of this clause, the law would make the term void, the term is to be read down and construed as if it were varied, to the minimum extent necessary, so that the term is not void. These reading down rules apply before any other reading down or severance provision in these Event General Terms.

## 23. APPLICABLE LAW

These Event General Terms are governed by the laws of the State of Victoria, Australia. All Exhibitors submit themselves irrevocably to the exclusive jurisdiction of the Courts of Victoria and the Courts of the Commonwealth of Australia having jurisdiction in that State.

## 24. INTERPRETATION

In these Event General Terms:

- words importing the singular number shall include the plural number and vice versa;
- words importing any gender shall include each other gender;
- where any Exhibitor consists of more than one person or corporation or entity or any combination of the preceding the liability of such persons or corporations or entities shall be joint and several;
- "Related Bodies Corporate" has the meaning provided in section 50 of the Corporations Act 2001 (Cth);
- "Participant" means those persons, corporations and entities who participate in, exhibit at or are involved in the Event other than the Organiser, the Organiser's Related Bodies Corporate and their respective Personnel.
- "Personnel" means: -
  - in reference to the Organiser - the members, directors, officials, officers, staff, employees, consultants and volunteers of the Organiser; and
  - in reference to the Related Bodies Corporate of the Organiser - the members, directors, officials, officers, staff, employees, consultants and volunteers of the Related Body Corporate.
  - in reference to Participants (including the Exhibitor) - the Participant's members, directors, officers, officials, servants, employees, volunteers and agents and any person who participates in, or performs work or carries out duties associated with, the Event, in respect of or in connection with the Participant.

**PRIVACY STATEMENT** - AMDA Foundation Limited is committed to its obligations under the Australian Privacy Principles. We respect the privacy of individuals and only collect personal information about individuals to enable us to undertake (and for the purpose of) our normal activities, including: conducting our events and activities; extending and processing invitations to attend or participate in our events and activities; managing admission to our events and activities; marketing and sales; debtor and creditor transactions; sponsorship; promotions; direct marketing; corporate membership administration. Personal information about individuals is handled pursuant to the Privacy Policy of AMDA Foundation Limited and in accordance with the Australian Privacy Principles.

Further information can be obtained by contacting us at the address shown: The Privacy Officer - AMDA Foundation Limited PO Box 339, North Geelong, Vic 3215 Email: privacy@amda.com.au Tel: 03 5282 0500 Fax: 03 5282 4455