

1. ORGANISER

In these General Conditions of Exhibition, the term "Organiser" refers to Aerospace Australia Limited (ABN 63 091 147 787).

2. EXPOSITION

In these General Conditions of Exhibition, the term "Exposition" refers to the 2019 Australian International Aerospace and Defence Exposition.

The Exposition is presented, organised, produced, managed, staged and conducted by the Organiser.

3. AIRSHOW

In these General Conditions of Exhibition, the term "Airshow" refers to the Australian International Airshow 2019 held in conjunction with the Exposition.

4. ACCEPTANCE OF EXHIBITION ORDER

The Organiser reserves the right to decline any Exhibition Order.

Within a reasonable period of time from receipt by the Organiser of the Exhibition Order Form signed by or on behalf of the Exhibitor, the Organiser will notify the Exhibitor in writing as to whether or not such Exhibition Order is accepted by the Organiser.

Until such written notification to the Exhibitor by the Organiser of the Organiser's acceptance of the Exhibition Order, no binding legal commitment shall be deemed to arise on the part of the Organiser.

The issuing of an invoice by the Organiser to the Exhibitor in respect of such Exhibition Order shall be sufficient notification to the Exhibitor by the Organiser of the Organiser's acceptance of the Exhibition Order.

5. PRICES

All prices are in Australian dollars (A\$) and include Goods and Services Tax (GST). The Organiser reserves the right to vary prices at any time prior to the opening of the Exposition if either:

- there are significant increases in the rate of Government taxes or duties, or
- there are significant increases in the Organiser's costs in connection with conducting the Exposition.

6. DEPOSIT

The Deposit is payable by the Exhibitor as security for the Exhibitor's performance of its obligations.

Without prejudice to any other rights or remedies available to the Organiser, the Organiser may (and is irrevocably authorised by the Exhibitor to) apply the Deposit in satisfaction (or part satisfaction) of any amounts payable by the Exhibitor, including (without limitation) the exhibition charges payable, any withdrawal, cancellation or postponement charges payable, or any losses, damage, liabilities, costs or expenses the Organiser suffers arising out of any default by the Exhibitor.

7. ALLOCATION OF SPACE

Exhibition space will be allocated by the Organiser to meet considerations of the exhibition 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 Order Forms.

Exhibitors will be notified of their exhibition space allocation following the closing date for receipt of Exhibition Order Forms.

The Organiser reserves the right, at the discretion of the Organiser, to vary exhibition space allocations and positions at any time.

8. 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.

9. PRESENTATION OF EXHIBITS

Exhibitors are required to maintain and staff their exhibits and stands throughout the complete period of the Exposition (1 - 3 March 2019 inclusive).

10. 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 Exposition.

11. EXHIBITION REGULATIONS

The Organiser will promulgate Exhibition Regulations for the reasonable conduct of the Exposition.

All Exhibitors, their agents, contractors and respective Personnel will be subject to, comply with and be bound by the Exhibition Regulations.

The Organiser may at any time promulgate such amendments to the Exhibition Regulations, as the Organiser may consider reasonable for the conduct of the Exposition, and such amendments will be binding on Exhibitors, their agents, contractors and their respective Personnel.

To the extent of any inconsistency between the Exhibition Regulations and the General Conditions of Exhibition, the provisions of the General Conditions of Exhibition shall prevail.

A copy of the Exhibition Regulations may be obtained from the Organiser or by visiting the website www.airshow.com.au

12. AIRSHOW REGULATIONS

Airshow Regulations in respect of the conduct of the Airshow may be promulgated by Aerospace Australia Limited as the Producer of the Airshow.

All Exhibitors, their agents, contractors and respective Personnel participating in the Airshow will be subject to and be bound by such Airshow Regulations.

Amendments to such Airshow Regulations may from time to time be promulgated by the Producer of the Airshow as it may consider reasonable for the conduct of the Airshow, and such amendments will be binding on Exhibitors, their agents, contractors and their respective Personnel participating in the Airshow.

A copy of the Airshow Regulations may be obtained from the Producer of the Airshow or by visiting the website www.airshow.com.au

13. CONTROL

The control of all aspects of the Exposition 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 Exposition arising from any cause not the subject of an express provision of the Exhibition Regulations or the General Conditions of Exhibition.

14. ACCESS TO THE EXPOSITION

The Organiser reserves the right (but shall not be under any obligation) to control entry and access to the Exposition and (without limiting the generality thereof) to:-

- promulgate Conditions of Entry,
- to refuse entry to any person, to require any person to leave the venue and to physically remove any person from the venue,
- to search all persons entering or at the venue,
- to search all bags, luggage, receptacles, clothing, promotional materials, exhibits, stands, equipment, personal property and effects entering or at the venue, and
- to 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.

15. LIABILITIES, RELEASES AND INDEMNITIES

To the extent permitted by law: -

- Unless otherwise herein provided, Exhibitors, their contractors and their respective Personnel participate in the Exposition and in the Airshow at their own risk;
- No liability will be accepted by the Organiser, its Related Bodies Corporate or their respective Personnel for loss or damage to any exhibit, equipment or other property of Exhibitors, their contractors or their respective Personnel at any time. (It is recommended that Exhibitors insure their exhibits or other equipment against such loss or damage, including risk of theft, fire, storm, flood and tempest).
- No liability will be incurred or accepted by the Organiser, its Related Bodies Corporate or its Personnel to the Exhibitor, its contractors or their respective Personnel (and the Organiser, its Related Bodies Corporate and its Personnel will be released, discharged and indemnified by the Exhibitor from and against all liability by the Organiser or its Personnel to the Exhibitor, its contractors and their respective Personnel) in respect of direct or indirect damage, loss or injury to person or property, howsoever caused, arising from:
 - acts or omissions of any person, corporation or entity other than unlawful or negligent acts or omissions directly and personally committed by the Organiser or its Personnel,
 - theft, malicious damage, terrorism or other unlawful acts,
 - fire, storm, tempest, wind, flood or other weather related occurrence,
 - acts or omissions by visitors, patrons, attendees, invitees, Exhibitors, Exhibitors' Personnel, Displays, Displays' Personnel, contractors, suppliers, licensees, performers or other Participants involved with, in or at the Exposition or the Airshow; or
 - acts or omissions of trespassers upon the venue for the Exposition or Airshow or any part or element thereof;
- Except where the damage, loss or injury to property or person is:-
 - directly caused by unlawful or negligent act or omission directly and personally committed by the Organiser (or its Personnel), or
 - a direct consequence of a breach by the Organiser of these General Conditions of Exhibition, the Exhibitor will indemnify, release and hold harmless the Organiser (and its Personnel) against and from all claims for direct or indirect damage, loss or injury to property (including the Exhibitor's own and that of third parties) or persons, caused by, arising out of or related to the participation by the Exhibitor, its contractors or their respective Personnel in or at the Exposition or the Airshow;
- No liability will be incurred or accepted by any of the Related Bodies Corporate of the Organiser or their respective Personnel to the Exhibitor, its contractors or their respective Personnel (and each Related Body Corporate of the Organiser and the Personnel of each said Related Body Corporate will be released, discharged and indemnified by the Exhibitor from and against all liability by the Related Body Corporate or its Personnel to the Exhibitor, its contractors and their respective Personnel) in respect of direct or indirect damage, loss or injury to personal property, howsoever caused, arising from:
 - acts or omissions of any person, corporation or entity other than acts or omissions directly or personally committed by that Related Body Corporate of the Organiser or the Personnel of such Related Body Corporate;
 - theft, malicious damage, terrorism or other unlawful acts,
 - fire, storm, tempest, wind, flood or other weather related occurrence,
 - acts or omissions by visitors, patrons, attendees, invitees, Exhibitors, Exhibitors' Personnel, Displays, Displays' Personnel, contractors, suppliers, licensees, performers or other Participants involved with, in or at the Exposition or the Airshow; or
 - acts or omissions of trespassers upon the venue for the Exposition or Airshow or any part or element thereof;
- The Exhibitor will indemnify and hold harmless the Organiser, the Organiser's Related Bodies Corporate and their respective Personnel against and from all direct or indirect damage, loss or injury to property (including the Exhibitor's own and that of third parties) or persons (and all claims in relation to such damage, loss or injury) caused by the Exhibitor, its contractors or their respective Personnel or, without limiting the generality of the foregoing, caused by or arising from:
 - breach by the Exhibitor of any provision of the Exhibition Order or these General Conditions of Exhibition, or
 - non-compliance by the Exhibitor, its contractors or their respective Personnel with the provisions of any Exhibition Regulations promulgated by the Organiser in respect of the Exposition or the provisions of any Airshow Regulations promulgated by the Producer of the Airshow in respect of the Airshow, or
 - any unlawful, negligent or wrongful act or omission of the Exhibitor, its contractors or their respective Personnel.

16. EXHIBITOR'S INSURANCE

Exhibitors must obtain or provide 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 Exposition and the Airshow.

The minimum insurance protection that Exhibitors are required to obtain or provide in respect of their participation in the Exposition and the Airshow is to be whichever 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.

Exhibitors wishing to present aircraft in the Aircraft Displays at the Airshow should note that they must also obtain or provide insurance protection for all third party risks and ensure that the Organiser, its respective Related Bodies Corporate and their respective Personnel are named as insureds in the insurance policy covering the Exhibitor's participation in the Exposition and the Airshow and that the minimum insurance coverage which Exhibitors will be required to obtain or provide for all third party risks (including passenger insurance) must be whichever is the higher of the following:-

- the total limit of the Exhibitor's existing aircraft third party (including passengers) insurance, or
- not less than the amount shown hereunder for any one accident:-
 - Aircraft up to (and including) 1/2 tonne - Five million dollars (A\$5,000,000)
 - Aircraft more than 1/2 tonne but less than 3 tonnes - Ten million dollars (A\$10,000,000)
 - Aircraft 3 tonnes & over - Thirty million dollars (A\$30,000,000)

It is recommended that Exhibitors insure their exhibits or other equipment against loss or damage, including risk of theft, fire, storm, flood and tempest.

17. WITHDRAWAL BY EXHIBITORS

In the event of an Exhibitor's withdrawal from the Exposition, all payments made by the withdrawing Exhibitor shall be forfeited and the Organiser shall be entitled to recover from the Exhibitor all sums remaining unpaid by the exhibitor to the Organiser. The Organiser may endeavour to re-book any exhibition space ordered by the withdrawing Exhibitor. However, any such re-booking will not entitle the withdrawing Exhibitor to a refund of payment made, or a release from, any sums for which the withdrawing Exhibitor has become liable.

18. CANCELLATION

In the event of cancellation of the Exposition or the Airshow or any part thereof for any reason whatsoever, neither the Organiser or any of its Related Bodies Corporate shall be under any liability whatsoever for any expenditure, loss or liability incurred by Exhibitors and the Organiser shall be entitled to retain all sums paid by Exhibitors and shall be entitled to recover from Exhibitors all sums remaining unpaid by Exhibitors to 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 Exposition or the Airshow at its absolute discretion.

20. CHANGE OF VENUE, DATES AND TIMING

In the event of change in the venue, dates, timing or duration of the Exposition or the Airshow for any reason whatsoever, the Organiser shall not be under any liability whatsoever in respect of any expenditure, loss or liability incurred by the Exhibitor, the Organiser shall be entitled to retain all sums paid by the Exhibitor to the Organiser and the Organiser shall be entitled to recover from the Exhibitor all sums remaining unpaid by the Exhibitor to the Organiser.

21. SEVERANCE

If any provision contained in these General Conditions of Exhibition shall be judged by a Court of competent jurisdiction to be either void or unenforceable, that provision shall be severed from these General Conditions of Exhibition 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 of such General Conditions of Exhibition shall continue in full force and effect.

22. APPLICABLE LAW

The interpretation, construction, performance and adjudication of all legal relationships between the Exhibitor and the Organiser shall be subject in all respects to the laws applicable in 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.

23. INTERPRETATION

In these General Conditions of Exhibition:

- words importing the singular number shall include the plural number and vice versa;
- words importing any gender shall include each other gender and the neuter;
- 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 or combination thereof shall be joint and several;
- the terms "Related Body Corporate" and "Related Bodies Corporate" have the meaning provided in section 50 of the Corporations Act 2001 (Cth) and, in connection with the Organiser, shall include Aerospace Maritime and Defence Foundation of Australia Limited (ABN 97 003 774 838) and Industry Defence and Security Australia Limited (ABN 31 091 148 837).
- the term "Participant" shall mean those persons, corporations and entities who participate in, exhibit at or are involved in the Exposition or the Airshow other than the Organiser, the Organiser's Related Bodies Corporate and their respective Personnel.
- the term "Personnel" shall mean:-
 - 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 (other than the Organiser or its Related Bodies Corporate) - 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 Exposition or the Airshow for, in respect of or in connection with the Participant.