

# 2010 PACIFIC

## INTERNATIONAL MARITIME EXPOSITION

27-29 JANUARY 2010 SYDNEY CONVENTION AND EXHIBITION CENTRE, AUSTRALIA

# MARITIME SECURITY & AUTONOMOUS SURVEILLANCE SYSTEMS SHOWCASE

## EXHIBITION ORDER & AGREEMENT TERMS

(Exhibition Order Forms received after 31 October 2009 will be considered only if space continues to be available)

Exhibitor Name .....

Full Address ..... Country ..... Post / Zip Code .....

Telephone ..... Facsimile ..... Email .....

Contact Person ..... Title .....

Please Note: All correspondence will be sent to the contact person nominated above at the address supplied. Attention is directed to the Agreement Terms and the General Conditions of Exhibition.

The above named Exhibitor hereby applies to Maritime Australia Limited to exhibit at the PACIFIC 2010 International Maritime Exposition ("PACIFIC 2010") in accordance with the Agreement Terms herein and orders the following display modules in the Maritime Security and Autonomous Surveillance Systems (MSASS) Showcase at the exhibition charges specified below:-

### FIRST-TIME AUSTRALIAN SME EXHIBITORS

(Australian SMEs who have not previously exhibited at the Pacific International Maritime Exhibition)

#### Single Display Module (2.5m x 1.5m)

( one ) Single display module (one unit only) @ Special (first-time) Price (AUD\$2500) ..... AUD \$2500

#### Additional Display modules (if required)

( ) Additional display modules (2.5m x 1.5m) @ Standard Price (AUD\$ 3500) ..... AUD \$ .....

### OR

### OTHER EXHIBITOR

( ) Display module(s) (2.5m x 1.5m) @ Standard Price (AUD\$ 3500) ..... AUD \$ .....

Please mark  in the applicable box ( - mark one box only)

TOTAL EXHIBITION CHARGES ..... AUD\$ .....

### AGREEMENT TERMS

- The Exhibitor hereby acknowledges and agrees that, if this Exhibition Order is accepted by Maritime Australia Limited (hereinafter called the "Organiser") and upon such acceptance, a binding agreement will arise between the Exhibitor and the Organiser on the terms and conditions set out herein and the Exhibitor will thereupon be liable for the payment to the Organiser of the exhibition charges specified in the Exhibition Order.
- The Exhibitor acknowledges that, if this Exhibition Order is accepted, the Organiser will notify the Exhibitor in writing of such acceptance. For the purpose of these Agreement Terms, the issuing of an invoice by the Organiser to the Exhibitor in respect of such Exhibition Order shall be deemed to be sufficient notification to the Exhibitor by the Organiser's acceptance of the Exhibition Order.
- (i) If such notification of acceptance occurs on or before 31 October 2009, 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 30 November 2009.  
(ii) If such notification of acceptance occurs on or after 1 November 2009, 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.  
(iii) Payment by the Exhibitor within the times specified in subparagraphs (i) and (ii) hereof will be (iii) Payment by the Exhibitor within the times specified in subparagraphs (i) and (ii) hereof will be between the Exhibitor and the Organiser.
- This Exhibition Order may not be cancelled, withdrawn or varied by the Exhibitor without the express written approval of the Organiser. Unless otherwise agreed by the Organiser, in the event of such cancellation by the Exhibitor or withdrawal by the Exhibitor from PACIFIC 2010, the full amount of the exhibition charges applicable to this Exhibition Order will immediately become due and payable by the Exhibitor to the Organiser.
- The Exhibitor agrees that the Exhibitor will be bound by the General Conditions of Exhibition published by the Organiser in respect of the PACIFIC 2010 International Maritime Exposition and the Exhibitor, together with the Exhibitor's employees, servants, agents and/or contractors, will be bound by the Exhibition Regulations from time to time promulgated by the Organiser (including all amendments to such Regulations from time to time made by the Organiser) and all other directions and instructions that may be issued by the Organiser or its officials. (The said General Conditions of Exhibition are included with this Exhibition Order).
- The Exhibitor hereby agrees to indemnify the Organiser (and its members, officials, servants and agents) against all loss or damage which they or any of them may sustain as a result of any non-compliance by the Exhibitor or by the Exhibitor's employees, servants, agents or contractors with the General Conditions of Exhibition, the Exhibition Regulations (as amended) and any other instruction or direction that may be issued by the Organiser or its officials.

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: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_



PACIFIC 2010 International Maritime Exposition  
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Email expo@amda.com.au

PRIVACY STATEMENT We collect personal information about individuals to enable us to manage and market our activities and to promote products and services. We may disclose personal information to our insurers, mailing houses, suppliers and contractors. Individuals have the right to access and correct their personal information held by us. If you do not wish to continue receiving marketing communications from us or do not want your personal information disclosed to third parties please contact us at the following address:- The Privacy Officer -Maritime Australia Limited PO Box 4095, Geelong, Vic 3220 Email: privacy@amda.com.au Tel: 03 5282 0500 Fax: 03 5282 4455



## 1. ORGANISER

In these General Conditions of Exhibition, the term "Organiser" refers to Maritime Australia Limited (ABN 31 091 148 837).

## 2. PACIFIC 2010

In these General Conditions of Exhibition, the term "PACIFIC 2010" refers to the PACIFIC 2010 International Maritime Exposition conducted by the Organiser.

## 3. 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.

## 4. PRICES

All prices are in Australian dollars (AUD\$) and include Goods and Services Tax (GST).

The Organiser reserves the right to vary prices at any time prior to the opening of PACIFIC 2010 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 PACIFIC 2010.

## 5. 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.

## 6. 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.

The Exhibitor will be notified of its 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.

## 7. PROHIBITION ON ASSIGNMENT

No part of any space allotted to the 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.

## 8. PRESENTATION OF EXHIBITS

The Exhibitor is required to maintain and staff its exhibits and stands throughout the complete period of PACIFIC 2010.

## 9. VARIATION

The Organiser reserves the right to make any alterations that may be considered reasonably necessary to the nature, method of construction, positions, size of exhibition pavilions, exhibition stands or other exhibition structures or facilities or to make other variations considered reasonably necessary by the Organiser in connection with PACIFIC 2010.

## 10. REGULATIONS

The Organiser will promulgate Exhibition Regulations for the reasonable conduct of PACIFIC 2010.

The Exhibitor, its 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 PACIFIC 2010, and such amendments will be binding on the Exhibitor, its 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.

## 11. CONTROL

The control of all aspects of PACIFIC 2010 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 PACIFIC 2010 arising from any cause not the subject of an express provision of the Exhibition Regulations or the General Conditions of Exhibition.

## 12. ACCESS TO PACIFIC 2010

The Organiser reserves the right (but shall not be under any obligation) to control entry and access to PACIFIC 2010 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, receptacles, clothing, promotional material, exhibits, stands, equipment, personal property, effects or other items from the venue.

## 13. LIABILITIES AND INDEMNITIES

To the extent permitted by law: -

(a) The Exhibitor, its contractors and their respective Personnel participate in PACIFIC 2010 at their own risk

(b) 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 the Exhibitor, its 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).

(c) No liability will be incurred or accepted by the Organiser, its Related Bodies Corporate or their respective Personnel to the Exhibitor, its contractors or their respective Personnel (and the Organiser, its Related Bodies Corporate and their respective Personnel will be released from all liability 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 acts or omissions directly and personally committed by the Organiser, its Related Bodies Corporate or their respective 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, contractors, suppliers, licensees, performers or other Participants involved with, in or at PACIFIC 2010, or
  - acts or omissions of trespassers upon the venue for PACIFIC 2010 or any part or element thereof;
- (d) 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, the Organiser's Related Bodies Corporate or their respective 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, the Organiser's Related Bodies Corporate and their respective 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, howsoever and by whomsoever caused, arising out of or related to the participation by the Exhibitor, its contractors or their respective Personnel in or at PACIFIC 2010

(e) 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 PACIFIC 2010, or
- any negligent or wrongful act or omission of the Exhibitor, its contractors or their respective Personnel.

## 14. EXHIBITOR'S INSURANCE

The Exhibitor 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 insureds in the insurance policy covering the Exhibitor's participation in PACIFIC 2010. The minimum insurance protection which the Exhibitor is required to obtain or provide in respect of its participation in PACIFIC 2010 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.

## 15. WITHDRAWAL BY EXHIBITORS

In the event of the Exhibitor's withdrawal from PACIFIC 2010, 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, stand, facility, product or service 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.

## 16. CANCELLATION OF EVENT

In the event of cancellation of PACIFIC 2010 or any part thereof for any reason whatsoever, the Organiser shall not be under any liability whatsoever for any expenditure, loss or liability incurred by the Exhibitor and the Organiser shall be entitled to retain all sums paid by the Exhibitors or such part thereof as the Organiser, in its absolute discretion, considers necessary to cover the Organiser's expenses incurred with PACIFIC 2010.

## 17. VENUE, DATE AND TIMING

The Organiser reserves the right to change the venue, vary the dates, alter the timing or vary the duration of PACIFIC 2010 at its absolute discretion.

## 18. CHANGE OF DATES

In the event of change in the dates of PACIFIC 2010 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.

## 19. 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.

## 20. 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 New South Wales, Australia.

All Exhibitors submit themselves irrevocably to the exclusive jurisdiction of the Courts of New South Wales and the Courts of the Commonwealth of Australia having jurisdiction in that State.

## 21. 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 term "Related Bodies Corporate" has 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), Aerospace Australia Limited (ABN 63 091 147 787) and Aviation Development Australia Limited (ABN 54 114 966 175)
- The term "Personnel" shall mean: -
  - In reference to the Organiser and the Organiser's Related Bodies Corporate, the members, directors, officials, officers, staff, employees, consultants, agents and volunteers of the Organiser or the Organiser's Related Bodies Corporate; and
  - In reference to Participants in PACIFIC 2010 (other than the Organiser or the Organiser's 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 PACIFIC 2010;
- The term "Participants" shall mean those persons, corporations and entities who are involved in PACIFIC 2010 other than the Organiser or the Organiser's Related Bodies Corporate.