

The exhibiting organization, hereinafter referred to as 'Exhibitor', by the signing of the USA Pavilion Application, and Bieneck International, Inc. d/b/a B-FOR International, hereinafter referred to as 'B-FOR', hereby agree to and are bound by these Terms and Conditions of Participation.

#### I B-FOR Agrees:

**A.** To carry out the work offered as part of the USA Pavilion participation at the intended event, hereinafter referred to as the 'Event', on the condition that the requisite number of Exhibitors applies, as determined by B-FOR.

**B.** To provide to Exhibitor exhibit space in the USA Pavilion, including overall décor framework, and services as specified, as well as design, fabrication, installation and dismantling of Exhibitor booth as contracted.

#### II Exhibitor Agrees:

**A.** That by submitting the online Application, Exhibitor is bound for full payments to B-FOR for participation fees and services as contracted and/or ordered as per the terms outlined herein.

**B.** To make payments to B-FOR for participation fees and services as contracted and/or ordered, with a 50% registration fee deposit due at time of application, and the balance of all fees due sixty (60) days prior to opening of Event.

**C.** To pay for all reasonable collection costs if B-FOR is required to retain collection agency or attorney services to collect any overdue payment, including, but not limited to, collection and attorneys' fees, interest, and other expenses.

**D.** To carry its own property and liability insurance.

**E.** To be responsible for all costs for shipping and handling of Exhibitor provided material and exhibits, and the removal of said material from the site after the close of Event. B-FOR has the right to have any material left by Exhibitor after the close of Event removed at Exhibitor's expense.

**F.** That B-FOR reserves the right to approve or deny any Application.

#### III Other Conditions:

**A.** Participation in USDA endorsed USA Pavilions is only open to exhibitors promoting and/or displaying products of U.S origin, i.e. comprised of at least 51% U.S. origin content, by volume or by value, exclusive of added water, and Exhibitor may not display or promote any product of non-U.S. origin.

**B.** Applications are processed in the order they are received, and confirmation of Application does not guarantee, any requested size, location, or configuration, determined by B-FOR, who has the sole authority to assign and reassign space.

**C.** Credit card payments are not accepted for participation fees.

**D.** Bank wire fees are to be borne by remitter.

**E.** When placing orders for additional equipment and services with B-FOR, Exhibitor is required to have a valid credit card on file with B-FOR.

**F.** When fees and invoices are to be converted to a currency other than the quoted/invoiced, the exchange rate is determined by B-FOR based on B-FOR's actual exchange costs.

**G.** In cases where Exhibitor wants invoice to be issued to a Third Party, B-FOR must be notified no later than sixty (60) days prior to Event.

**H.** Exhibitor may make contracted exhibit space available for registered Co-Exhibitors, but may not sublease contracted booth space without written consent from B-FOR.

**I.** In cases where Exhibitor has Co-Exhibitors, Main Exhibitor is responsible for all payments.

**J.** All payments submitted are fully refundable in the event Exhibitor is not approved by B-FOR or Event Organizer, or no more exhibit space is available. If the Event is cancelled, exhibitors will be refunded the paid amount minus any costs that have already been incurred. In the event of postponement or date change, an exhibitor may be entitled to a partial refund for the cost of the space portion of their pavilion participation depending on organizer's refund policy. Neither an event cancellation nor rescheduling removes the exhibitor's payment responsibility as per Section II, Clause B.

**K.** If, for any reason, Exhibitor cancels participation, and a written notice is received by B-FOR by December 30, 2023, a cancellation fee of US\$750 will be incurred, after which date no refunds will be made and Exhibitor is bound to pay 100% of all fees paid and due. Any reduction in exhibit space or category after an Application has been submitted will be treated as a cancellation.

**L.** Exhibitor releases USDA, B-FOR, Event Organizer and venue from liability for any illness, injury, loss of life, damage to person or property by reason of participation in the USA Pavilion, or by reasons of acts by Exhibitor, their agents, partners, employees, contractors, or clients, or by any force majeure events, including, but not limited to, Act of God, war or threat of war, terrorist act, civil unrest, fire, strike, blockade, embargo or other action, over which B-FOR has no or limited control.

**M.** Although B-FOR will make every effort to facilitate a successful exhibition, it does not guarantee the success of any participant in the USA Pavilion. The only contractual obligations B-FOR assumes are those expressly made herein, in the Pavilion invitation, and/or mutually agreed to in writing.

**N.** These Terms and Conditions amend or supersede all other conditions, rules and regulations laid down by Event Organizer and other Event contractors and authorities.

**N.** By signing the Application, Exhibitor authorizes B-FOR to mail, fax, and/or email to Exhibitor information and materials related to Event and other events deemed of interest to Exhibitor.

#### IV Exhibit Standards and Rules:

**A.** USDA endorsed USA Pavilions organized by B-FOR represent the global marketing of U.S. brands, companies, products and services, and must maintain a high quality level to guarantee continuity and consistency of the U.S. presence at inter-national events. Thus, Exhibitor must adhere to certain guidelines to ensure the high quality and professionalism that the U.S. Pavilion aims to convey and agrees to properly design, build, and decorate Pavilion exhibits and ensure that all Exhibitors, regardless of booth size or location, have an environment conducive to having a successful exhibition.

**B.** USA Pavilions organized by B-FOR have a "Good Neighbor Policy" necessitating that Exhibitor's activities, including sound, performance, literature, samples, or other material distribution must be kept within the confines of the Exhibitor's exhibit space. Any activity beyond Exhibitor's exhibit space, and any other noise or disturbance must be discontinued in the event that a valid complaint is filed with B-FOR.

**C.** No signs, exhibits, or decorative material may protrude into aisles or extend into neighboring booths. All aisles, passageways, or exits must be left unobstructed.

**D.** Displays, graphics, decorative or construction material may appear only on the inside walls of Exhibitor's booth bordering to another booth and any visible outside must be devoid of construction items, décor, graphics, etc. of any kind. If neglected B-FOR may have the outside of the booth finished at Exhibitor's expense.

**E.** Exhibitor with display material, exhibits, or décor exceeding a height of 250 cm/8 feet must submit specifications, including floor plan and renderings, to B-FOR for approval at least 45 days before opening of Event. If Exhibitor fails to comply, B-FOR may require or make necessary on-site modifications to Exhibitor's booth at Exhibitor's expense.

**F.** Exhibitor using its own contractor (EAC) for booth construction within the USA Pavilion must follow Event organizer's regulations and instructions regarding submission and approval of exhibit plans.

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**H.** No signs, displays, or decorative items may be placed on the USA Pavilion Turn-key Booth dividers, counters, or overhead sign structure except for graphics, items, or material provided by B-FOR.

**I.** Any display deemed unprofessional in appearance or offensive, at the sole discretion of B-FOR, will not be permitted.

**J.** Exhibitor is responsible for any damage to rented booths or material caused by Exhibitor, its Co-Exhibitors, agents, partners, employees, contractors, or clients.

**J.** Exhibitor is responsible for obtaining necessary permits to serve alcohol, use music, video, photo, or other copyrighted material.

**K.** All booth construction and preparations must be completed by 6:00 PM the night before opening day of Event, or B-FOR may make provisions to complete construction and/or preparation at Exhibitor's expense.

**L.** Exhibitor may not dismantle, remove or pack exhibits or displays prior to official closing of Event, and must keep a fully furnished and staffed booth during all opening hours throughout the entire Event. If Exhibitor fails to comply, B-FOR may make provisions to furnish and staff Exhibitor's booth at Exhibitor's expense.

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