

The exhibiting organization, hereinafter referred to as 'Exhibitor', by signing 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 at Event, 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 agencies' and attorneys' fees, interest, and other expenses.

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

**E.** To be responsible for all costs for handling and shipping of all 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 or items left by Exhibitor removed after the close of Event at Exhibitor's expense.

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

### III Other Conditions:

**A.** 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.

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

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

**D.** 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.

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

**F.** 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.

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

**H.** In cases where Exhibitor has Co-Exhibitors, Main Exhibitor is responsible for their participation and all payments.

**I.** 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.

**J.** If, for any reason, Exhibitor cancels participation, and a written notice is received by B-FOR by November 1, 2023, a cancellation fee of 25% 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 participation category after an Application has been submitted will be treated as a cancellation.

**K.** Exhibitor releases 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, its Co-Exhibitors, 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 government action, over which B-FOR has no or limited control.

**L.** Although B-FOR will make every effort to facilitate a successful Event, 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.

**M.** 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.

**O.** Brand USA partners requesting to use Brand USA funds must inform B-FOR at least 70 days in advance of the show's opening date. B-FOR will charge a \$250 fee for this service, to include administration and a Brand USA booth logo. A Brand USA logo must be

included in all booths using Brand USA funds.

### IV Exhibit Standards and Rules:

**A.** USA Pavilions organized by B-FOR represent the global marketing of U.S. brands, companies, services and products and must maintain a high quality level to guarantee continuity and consistency of the U.S. presence at international events. Thus, Exhibitor agrees to adhere to certain guidelines to ensure the high quality and professionalism that the USA Pavilion aims to convey and agrees to properly design, build, and decorate individual exhibits to 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 contracted exhibit space. Any activity beyond the Exhibitor's exhibit space, and any 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, passage-ways, or exits must be left unobstructed.

**D.** Displays, graphics, decorative, or construction material may appear only on the inside walls of Exhibitor's booth that borders to another booth, and any visible outside must be devoid of décor, graphics or construction material 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 the Event organizer's instructions and regulations regarding submission and approval of exhibit plans.

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

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

**I.** Exhibitor is responsible for obtaining necessary licenses and permits to serve alcohol, use music, photography, video, or other copyrighted material.

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

**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.