



Application Form NATIONAL PAVILION EXHIBITORS



Early bird deadline:
October 31, 2020

Contact:
Messe München GmbH
bauma CONEXPO AFRICA
Exhibition Management
Messegelände
81823 München, Germany
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bauma CONEXPO AFRICA

October 13 – 16, 2021, Gallagher Convention Centre, Midrand
Johannesburg, South Africa

Sub Saharan Africa's Leading Trade Fair for Construction, Building Material,
Mining, Agriculture & Forestry Machines, Machinery and Vehicles

EXHIBITOR DETAILS (=INVOICING ADDRESS)

COMPANY _____

STREET, P.O. Box _____

POSTAL CODE / TOWN / COUNTRY _____

WEBSITE: WWW. _____ Member of the following trade associations: _____

CONTACT:

Mr / Ms. Title: First name: Last name: _____

Country/Area Code: PHONE: FAX: PERSONAL E-MAIL: _____

CONTACT DETAILS FOR TRADE FAIR ORGANIZATION / CORRESPONDENCE TO BE SENT TO (ONLY IF DIFFERS FROM ABOVE)

CONTACT, Mr / Ms _____ FAX: _____

PHONE: _____ PERSONAL E-MAIL _____

PARTICIPATION FEES RAW SPACE ONLY

We wish to participate and apply for:

Hall Stand size	Early bird Raw space Price/ sqm gross until incl. Oct 31, 2020	Standard Raw space Price/ sqm gross from Nov 01, 2020	Raw Space (min. 9 sqm)	front (m) x depth (m)
9 – 25 sqm	EUR 188.00	EUR 199.00		
26 – 99 m sqm	EUR 174.00	EUR 184.00		
100 sqm and above	EUR 167.00	EUR 178.00		

Outdoor area Stand size	Early bird price Raw space Price/ sqm gross until incl. Oct 31, 2020	Standard Raw space Price/ sqm gross from Nov 01, 2020	Raw space (min.50 sqm)	front (m) x depth (m)
50 – 250 sqm	EUR 103.00	EUR 109.00		
251 – 500 sqm	EUR 94.00	EUR 99.00		

Pavilion and co-exhibitors:

There will be no charge for pavilion exhibitors nor for their co-exhibitors. But all companies have to be registered with the exhibition management. A list to fill in the information will be provided by the exhibition management.

DAMAGES DEPOSIT: There will be a damages deposit applicable which is 10% of the booth rental fee or maximum EUR 7,000.00 gross. Further details to follow in the exhibitor manual.

All the prices indicated are inclusive of 15% South African VAT. In case of any changes in the VAT % as per the South African Tax Regulations the difference amount needs to be paid by the exhibitor from its effective date.

INDEX OF PRODUCTS AND SERVICES: see overleaf (Please complete and submit the attachment together with this application form)

Herewith I accept the Terms of Participation. The attached Participation Terms are recognized as legally binding in all parts. Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of Messe Muenchen South Africa (Pty) Ltd in respect of the above fair.

PLACE AND DATE

COMPANY STAMP AND LEGALLY BINDING SIGNATURE. PLEASE ALSO PRINT NAME

Initial: _____

Kindly mark the main product index number under which most of your products can be allocated:

MAIN PRODUCT INDEX No.: _____

- | | |
|--|--|
| <p>1. All Around Construction Sites</p> <p>1.1 Construction vehicles</p> <p><input type="checkbox"/> 1.1.1 Dumper trucks</p> <p><input type="checkbox"/> 1.1.2 Tractors</p> <p><input type="checkbox"/> 1.1.3 Semitrailer trucks</p> <p><input type="checkbox"/> 1.1.4 Truck carriages for special body assemblies</p> <p><input type="checkbox"/> 1.1.5 Road sweepers</p> <p><input type="checkbox"/> 1.1.6 Body assemblies and trailers</p> <p>1.2 Earth-moving machines</p> <p><input type="checkbox"/> 1.2.1 Machines for tunnel construction / Tunneling machines</p> <p><input type="checkbox"/> 1.2.2 Excavators</p> <p><input type="checkbox"/> 1.2.3 Excavator-loaders</p> <p><input type="checkbox"/> 1.2.4 Loaders</p> <p><input type="checkbox"/> 1.2.5 Scrapers</p> <p><input type="checkbox"/> 1.2.6 Bulldozers and graders</p> <p><input type="checkbox"/> 1.2.7 Drilling equipment and systems</p> <p><input type="checkbox"/> 1.2.8 Pile drivers and pulling tools</p> <p>1.3 Road Construction and Maintenance Equipment</p> <p><input type="checkbox"/> 1.3.1 Rollers</p> <p><input type="checkbox"/> 1.3.2 Plate vibrators</p> <p><input type="checkbox"/> 1.3.3 Tampers</p> <p><input type="checkbox"/> 1.3.4 Soil stabilizers</p> <p><input type="checkbox"/> 1.3.5 Special machines for road construction, maintenance and repair</p> <p><input type="checkbox"/> 1.3.6 Track-laying machines</p> <p><input type="checkbox"/> 1.3.7 Wall trenching cutters</p> <p><input type="checkbox"/> 1.3.8 Paving stone placing machines</p> <p><input type="checkbox"/> 1.3.9 Soil drainage machinery</p> <p>1.4 Pipe & Cable Laying Equipment Tools</p> <p><input type="checkbox"/> 1.4.1 Cable laying machines</p> <p><input type="checkbox"/> 1.4.2 Pipeline and cable detectors</p> <p><input type="checkbox"/> 1.4.3 Cable sanitation and renovation</p> <p>1.5 Lifting appliances and conveyors</p> <p><input type="checkbox"/> 1.5.1 Cranes</p> <p><input type="checkbox"/> 1.5.2 Site Hoists</p> <p><input type="checkbox"/> 1.5.3 Transport platforms</p> <p><input type="checkbox"/> 1.5.4 Working platforms</p> <p><input type="checkbox"/> 1.5.5 Mast climbing platforms</p> <p><input type="checkbox"/> 1.5.6 Hoists and winches</p> <p><input type="checkbox"/> 1.5.7 Bottle hoists, electrical lifts</p> <p><input type="checkbox"/> 1.5.8 Vacuum lift systems</p> <p><input type="checkbox"/> 1.5.9 Forklifts</p> <p><input type="checkbox"/> 1.5.10 Lift trucks</p> <p><input type="checkbox"/> 1.5.11 Lifting technology, others</p> <p>1.6 Construction equipment, tools and special systems</p> <p><input type="checkbox"/> 1.6.1 Stone Processing Equipment</p> <p><input type="checkbox"/> 1.6.2 Equipment and tools for reinforcing steel processing</p> <p><input type="checkbox"/> 1.6.3 Ground water lowering systems, construction pumps</p> <p><input type="checkbox"/> 1.6.4 Compressed air tools</p> <p><input type="checkbox"/> 1.6.5 Hydraulic tools</p> <p><input type="checkbox"/> 1.6.6 Electrical tools</p> <p><input type="checkbox"/> 1.6.7 Petrol-driven drills</p> <p><input type="checkbox"/> 1.6.8 Joint cutters</p> <p><input type="checkbox"/> 1.6.9 Laser cutting systems</p> <p><input type="checkbox"/> 1.6.10 High-pressure and steam cleaners</p> <p><input type="checkbox"/> 1.6.11 Sand and shot blasting cleaners</p> <p><input type="checkbox"/> 1.6.12 Surveyor's equipment</p> <p><input type="checkbox"/> 1.6.13 Bolt cutters</p> <p><input type="checkbox"/> 1.6.14 Welding sets and accessories</p> <p><input type="checkbox"/> 1.6.15 Compressors</p> <p><input type="checkbox"/> 1.6.16 Canal sheeting equipment</p> <p><input type="checkbox"/> 1.6.17 Canal maintenance equipment</p> <p><input type="checkbox"/> 1.6.18 Wheelbarrows and construction ladders</p> <p><input type="checkbox"/> 1.6.19 Garbage Compactors</p> <p><input type="checkbox"/> 1.6.20 Abrasives/Abrasive Equipment</p> <p><input type="checkbox"/> 1.6.21 Mechanical Handling Equipment</p> <p><input type="checkbox"/> 1.6.22 Toolboxes</p> <p><input type="checkbox"/> 1.6.23 Valve Actuators</p> <p><input type="checkbox"/> 1.6.24 Valves and fittings</p> <p>1.7 Handling and processing concrete and mortar at construction sites</p> <p><input type="checkbox"/> 1.7.1 Concrete pumps</p> <p><input type="checkbox"/> 1.7.2 Distributer booms for concrete pumps</p> <p><input type="checkbox"/> 1.7.3 Truck mixers</p> <p><input type="checkbox"/> 1.7.4 Pneumatic conveyors</p> <p><input type="checkbox"/> 1.7.5 Mortar pumps</p> <p><input type="checkbox"/> 1.7.6 Concrete guns</p> <p><input type="checkbox"/> 1.7.7 Concrete injectors</p> <p><input type="checkbox"/> 1.7.8 Waste concrete recycling, residual concrete washing systems</p> <p><input type="checkbox"/> 1.7.9 Rendering machines</p> <p><input type="checkbox"/> 1.7.10 Concrete compaction</p> <p><input type="checkbox"/> 1.7.11 Telescopic conveyor belts (self-propelling)</p> <p><input type="checkbox"/> 1.7.12 Aggregates and admixtures for the concrete and mortar processing</p> <p><input type="checkbox"/> 1.7.13 Concrete vibrator</p> | <p>1.8 Formwork and scaffoldings</p> <p><input type="checkbox"/> 1.8.1 Formwork systems for civil engineering</p> <p><input type="checkbox"/> 1.8.2 Formwork systems for bridge building</p> <p><input type="checkbox"/> 1.8.3 Formwork systems for tunnel construction</p> <p><input type="checkbox"/> 1.8.4 Formwork plates</p> <p><input type="checkbox"/> 1.8.5 Formwork cleaning, repair and regeneration</p> <p><input type="checkbox"/> 1.8.6 Software systems for formwork planning</p> <p><input type="checkbox"/> 1.8.7 Formwork accessories</p> <p><input type="checkbox"/> 1.8.8 Scaffolding</p> <p>1.9 Site installations</p> <p><input type="checkbox"/> 1.9.1 Portakabins</p> <p><input type="checkbox"/> 1.9.2 Motor caravans, job site and office caravans</p> <p><input type="checkbox"/> 1.9.3 Mobile toilet units</p> <p><input type="checkbox"/> 1.9.4 Hangars, mobile and stationary</p> <p><input type="checkbox"/> 1.9.5 Contractors' air heaters</p> <p><input type="checkbox"/> 1.9.6 Power distributors</p> <p><input type="checkbox"/> 1.9.7 Signal and locking systems for construction sites</p> <p><input type="checkbox"/> 1.9.8 Safety nets and belts</p> <p><input type="checkbox"/> 1.9.9 Concrete removing and rust-protection agents</p> <p><input type="checkbox"/> 1.9.10 Concrete and mortar buckets</p> <p><input type="checkbox"/> 1.9.11 Loading rails</p> <p><input type="checkbox"/> 1.9.12 Construction site lighting</p> <p><input type="checkbox"/> 1.9.13 Construction site fences</p> <p><input type="checkbox"/> 1.9.14 Mobile gas stations</p> <p><input type="checkbox"/> 1.9.15 Construction waste chutes</p> <p>2. Mining, Extraction and Processing of Raw Materials</p> <p>2.1 Machines for extraction of raw materials and for mining</p> <p><input type="checkbox"/> 2.1.1 Shaft sinking</p> <p><input type="checkbox"/> 2.1.2 Exploration drilling</p> <p><input type="checkbox"/> 2.1.3 Heading (also for tunneling)</p> <p><input type="checkbox"/> 2.1.4 Shaft support</p> <p><input type="checkbox"/> 2.1.5 Roof for roadways supports</p> <p><input type="checkbox"/> 2.1.6 Facilities for lowering groundwater</p> <p><input type="checkbox"/> 2.1.7 Pumps</p> <p><input type="checkbox"/> 2.1.8 Scrapers for gravel extraction</p> <p><input type="checkbox"/> 2.1.9 Longwall mining</p> <p><input type="checkbox"/> 2.1.10 Room and pillar and vein mining (also tunneling)</p> <p><input type="checkbox"/> 2.1.11 Ventilation and air-conditioning</p> <p><input type="checkbox"/> 2.1.12 Stowing</p> <p><input type="checkbox"/> 2.1.13 Dewatering</p> <p><input type="checkbox"/> 2.1.14 Open cast mining, extraction</p> <p><input type="checkbox"/> 2.1.15 Marine mining</p> <p><input type="checkbox"/> 2.1.16 Blasting equipment/explosives</p> <p><input type="checkbox"/> 2.1.17 Surveying/measuring technology for mining</p> <p><input type="checkbox"/> 2.1.18 Equipment for Electric Vehicles</p> <p><input type="checkbox"/> 2.1.19 Diamond Mining Equipment /Systems</p> <p>2.2 Handling of raw materials</p> <p><input type="checkbox"/> 2.2.1 Continuous conveying</p> <p><input type="checkbox"/> 2.2.2 Bin equipment</p> <p><input type="checkbox"/> 2.2.3 Stockyard systems</p> <p>2.3 Mineral processing (incl. coke oven equipment)</p> <p><input type="checkbox"/> 2.3.1 Complete processing plant</p> <p><input type="checkbox"/> 2.3.2 Crushers</p> <p><input type="checkbox"/> 2.3.3 Mills</p> <p><input type="checkbox"/> 2.3.4 Screening machines</p> <p><input type="checkbox"/> 2.3.5 Sorting equipment</p> <p><input type="checkbox"/> 2.3.6 Dewatering units</p> <p><input type="checkbox"/> 2.3.7 Briquetting plants</p> <p><input type="checkbox"/> 2.3.8 Palletizing machines</p> <p><input type="checkbox"/> 2.3.9 Granulation machines</p> <p><input type="checkbox"/> 2.3.10 Bins</p> <p><input type="checkbox"/> 2.3.11 Dryers for sand and gravel</p> <p><input type="checkbox"/> 2.3.12 Dedusting units</p> <p><input type="checkbox"/> 2.3.13 Water treatment systems</p> <p><input type="checkbox"/> 2.3.14 Coking plants</p> <p><input type="checkbox"/> 2.3.15 Recycling</p> <p><input type="checkbox"/> 2.3.16 Metallurgy</p> <p><input type="checkbox"/> 2.3.17 Skips</p> <p>3. Production of Building Materials</p> <p>3.1 Manufacture of cement, lime and gypsum compounds for building materials</p> <p><input type="checkbox"/> 3.1.1 Machinery and plant for the cement industry</p> <p><input type="checkbox"/> 3.1.2 Machinery and plant for the gypsum industry</p> <p><input type="checkbox"/> 3.1.3 Machinery and plant for the lime industry</p> <p><input type="checkbox"/> 3.1.4 Ovens, cookers, autoclaves</p> <p><input type="checkbox"/> 3.1.5 Pulverizing calcination plants</p> <p><input type="checkbox"/> 3.1.6 Coolers</p> <p><input type="checkbox"/> 3.1.7 Mixing plants / mixers</p> <p><input type="checkbox"/> 3.1.8 Machines and systems for producing gypsum and gypsum plasterboard</p> <p><input type="checkbox"/> 3.1.9 Alloys</p> |
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- 3.2 Machines and systems for producing concrete, concrete products and pre-fabricated components**
- 3.2.1 Machines and plants for producing fresh concrete
- 3.2.2 Machines and plants for producing concrete blocks and plates
- 3.2.3 Plant engineering for piping and shaft construction
- 3.2.4 Plant engineering for producing pre-fabricated concrete parts
- 3.2.5 Plant engineering for lightweight building blocks
- 3.2.6 Machines and plants for working reinforced concrete
- 3.3 Machines and plants for producing asphalt**
- 3.3.1 Turnkey mixing systems
- 3.3.2 Mixing plants / mixers
- 3.3.3 Cookers
- 3.3.4 Systems for the bitumen production
- 3.4 Machines and plants for producing pre-mixed dry mortar, plaster, screed and building supply store products**
- 3.4.1 Turnkey systems
- 3.4.2 Mixing plants / mixers
- 3.5 Machines and plants for producing lime sandstone and building products using power plant residue (fly ash, slag, etc.)**
- 3.5.1 Turnkey systems
- 3.5.2 Mixing plants / mixers
- 3.5.3 Lime sandstone presses
- 3.5.4 Autoclaves
- 3.6 Building material handling and packaging (in a plant)**
- 3.6.1 Mechanical conveyor systems (conveying worms, band conveyors, conveyor belts, vibration machines)
- 3.6.2 Pneumatic conveyor systems
- 3.6.3 Transport and storage systems
- 3.6.4 Metering and weighing equipment
- 3.6.5 Packaging systems and accessories
- 3.6.6 Control and process control engineering
- 4. Component and Service Suppliers**
- 4.1 Transmission engineering, fluid technology and power generation units**
- 4.1.1 Motors and engines
- 4.1.2 Gearwheels
- 4.1.3 Gear units
- 4.1.4 Axles
- 4.1.5 Cardan shafts
- 4.1.6 Steering mechanisms
- 4.1.7 Coupling
- 4.1.8 Brakes
- 4.1.9 Hydraulic drive, control and process control engineering
- 4.1.10 Pneumatic drive, control and process control engineering
- 4.1.11 Power generation units, stationary
- 4.1.12 Power generation units, mobile
- 4.1.13 Frequency and current transformers
- 4.1.14 Batteries
- 4.1.15 Electricity equipment for vehicles
- 4.1.16 Other power distribution elements and lighting
- 4.1.17 Equipment and accessories
- 4.1.18 Electrical drive, control and process control engineering
- 4.1.19 Hybrid drive
- 4.1.20 Bearings/Bearing maintenance equipment
- 4.1.21 Bolts/bolting equipment
- 4.1.22 Cylinders
- 4.2 Attachments, Accessories and wear parts**
- 4.2.1 Attachments**
- 4.2.1.1 Chips and sand spreaders
- 4.2.1.2 Sweepers
- 4.2.1.3 Roadside mowers
- 4.2.1.4 Hydraulic shears
- 4.2.1.5 Hydraulic grapples
- 4.2.1.6 Excavator buckets, loader buckets
- 4.2.1.7 Quick coupling systems
- 4.2.1.8 Grapples
- 4.2.1.9 Backhoes
- 4.2.1.10 Hydraulic hammers
- 4.2.1.11 Hydraulic cutters
- 4.2.1.12 Hydraulic crushers
- 4.2.1.13 Vibratory tools
- 4.2.1.14 Auger drives
- 4.2.1.15 Fork prongs/carriers
- 4.2.1.16 Telescopic pile leaders, fixed leaders
- 4.2.1.17 Screener crushers
- 4.2.2 Rubber/metal connectors
- 4.2.3 Track-laying chassis
- 4.2.4 Teeth and cutting strips
- 4.2.5 Round shaft chisels and similar tools
- 4.2.6 Hydraulic hoses
- 4.2.7 Tubes and hoses for concrete pumps, mortar pumps and pneumatic conveyors
- 4.2.8 Ropes, reels, chains, etc.
- 4.2.9 Linings for crushers, mills, etc.
- 4.2.10 Screen decks
- 4.2.11 Vulcanization equipment and materials
- 4.2.12 Brushes, technical
- 4.2.13 Drivers' cabs
- 4.2.14 Driver seats
- 4.2.15 Heaters, coolers, etc.
- 4.2.16 Special tires
- 4.2.17 Tire chains and anti-skid chains
- 4.2.18 Brake and clutch linings
- 4.2.19 Filters for motors/engines
- 4.2.20 Gaskets
- 4.2.21 Central lubrication systems, lubricants
- 4.2.22 Noise-protection systems
- 4.2.23 Coolers
- 4.2.24 Protective ventilation and air-conditioning systems
- 4.2.25 Remote radio controls
- 4.2.26 Fire extinguisher systems
- 4.2.27 Explosion protection equipment's
- 4.2.28 Engine exhaust gas purifiers
- 4.2.29 Equipment and accessories
- 4.2.30 Steel Material
- 4.2.31 Agitators/Agitator Blades
- 4.2.32 Airbags
- 4.2.33 Alternators
- 4.2.34 Exhaust Pipe systems
- 4.2.35 Gauges
- 5. Agriculture Machinery and Equipment**
- 5.1 Tractors
- 5.2 Loading Machines
- 5.3 Transport Vehicles and Trailers
- 5.4 Seed Drills and Sowing machinery
- 5.5 Planters and Transplanters
- 5.6 Organic and mineral fertilizing Machinery and Equipment
- 5.7 Machinery and equipment for drainage
- 5.8 Machinery and equipment for harvesting
- 5.9 Machinery and equipment for lifting
- 5.10 Machinery and equipment for baling
- 6. Forestry Machinery and Equipment**
- 6.1 Site preparation machinery
- 6.2 Tree planting machines
- 6.3 Felling and limbing machinery
- 6.4 Extraction and skidding
- 6.5 Loading cranes, grabs, rotators and accessories for log-haulage vehicles
- 6.6 Machinery and equipment for round timber transshipment
- 6.7 Equipment for round timber storage
- 6.8 Debarking machinery
- 6.9 Fuels, lubricants hydraulic and pneumatic systems
- 6.10 Engines and vehicle parts
- 6.11 Spare parts and accessories
- 6.12 Tracks for forest machinery
- 6.13 Conveyor
- 6.14 Machinery and equipment for forest road and track construction and maintenance

If you are a dealer please list the Trademarks you will be exhibiting at bauma CONEXPO AFRICA 2021 _____

7. Plant & Equipment hire

Please specify your product and select the relevant sector below. Feel free to consult the product of index above when specifying your product.

Product specification:

- 7.1 Construction equipment
- 7.2 Lifting appliances and conveyors
- 7.3 Mining equipment
- 7.4 Agriculture equipment
- 7.5 Forestry equipment

8. Services for sector:

Please write down the main category you are referring to, e.g. construction, mining etc.

- 8.1 Trade publishers, trade literature, films and photographic documentation
- 8.2 Professional associations / organizations
- 8.3 Financing / leasing / insurance companies
- 8.4 EDP hardware and software for fleet management
- 8.5 Consulting / engineering
- 8.6 Research and advice
- 8.7 Public agencies, business and professional associations, other organizations
- 8.8 Certification bodies

9. Test, measurement and process control systems

- 9.1 Measuring, steering, controlling (software, sensor technology, recording, documentation and evaluation)
- 9.2 Testing facilities
- 9.3 Automation
- 9.4 Access Control
- 9.5 Accumulators
- 9.6 Air velocity sensors/transducers/anemometers/flowmeters
- 9.7 Thermal Imaging
- 9.8 Valve partial stroke testing

10. Communication and navigation

- 10.1 Remote control technique and data transmission
- 10.2 Goods technology and operation, monitoring, documentation and evaluation
- 10.3 Telephones, radio systems, intercom systems and signal systems
- 10.4 Navigation equipment
- 10.5 Anti-collision devices

11. Job safety

- 11.1 Respiratory Equipment
- 11.2 Rescue equipment
- 11.3 Testing equipment
- 11.4 Clothing
- 11.5 Dedusting
- 11.6 Fall Protection Systems
- 11.7 Flameproof Equipment
- 11.8 Hearing protection

If you are a dealer please list the Trademarks you will be exhibiting at bauma CONEXPO AFRICA 2021 _____

Title of the fair

bauma CONEXPO AFRICA 2021 – Sub Saharan Africa's Leading Trade Fair for Construction, Building Material, Mining, Agriculture & Forestry Machines, Machinery and Vehicles

Venue: Gallagher Convention Centre, Midrand, Johannesburg, South Africa

Duration: Wednesday 13th to Saturday, 16th October 2021

Contact for Pavilion Organizers:

Messe München GmbH
bauma CONEXPO AFRICA Exhibition Management
Messegelände, 81823 München, Germany
Phone +49 89 949-20257
info@bcafrica.com

Organizer:

Messe Muenchen South Africa (Pty) Ltd
Kiepersol House, Stonemill Office Park, 300 Acacia Road, Darrenwood,
Randburg 2194, South Africa
Tel. +27 11 476 8093
bca@mm-sa.com
www.bcafrica.com

Terms of Participation

All prices indicated below are gross. Tax is non-reclaimable. All the prices indicated are inclusive of 15% South African VAT. In case of any changes in the VAT % as per the South African Tax Regulations the difference amount needs to be paid by the exhibitor from its effective date.

1. Application

The Agreement is exclusively subject to the Organizer's terms of participation; the Organizer rejects any terms and conditions of the Applicant to the contrary or deviating from the Organizer's terms of participation unless it has expressly consented to their validity in writing. All applicants having their principal place of business within South Africa and wishing to take part in the event must express their wish to do so by fully completing and signing – with a legally binding signature - the application form and submitting it to the Organizer at the earliest opportunity or at the latest by the priority deadline.

All potential applicants having their principal place of business within Europe, Asia, Australia or the Americas and wishing to take part in the event must express their wish to do so by fully completing and signing – with a legally binding signature - the "Application" form and submitting it to MMG at the earliest opportunity or at the latest by the priority deadline. MMG is entitled and authorized by the Organizer to act and invoice on behalf of the Organizer.

With the application, the Applicant expresses to the Organizer its serious interest in taking part in the event as an organizer of a national pavilion. All exhibits must be described precisely on the application form. Co-exhibitors must be named on the application form for co-exhibitors. The same particulars must be specified as for the Exhibitor. Incomplete applications cannot be considered.

2. Definitions

Unless otherwise determined by the context, the following words will bear the meanings set forth against them:

"Agreement" – shall mean the Application form, these terms of participation, the letter of acceptance issued by the Organizer and the Technical Guidelines;

"Applicant" – shall mean the potential exhibitor wishing to take part in the exhibition, whose details shall be recorded in the application form to which these terms of participation are attached;

"Exhibition" – shall mean the bauma CONEXPO AFRICA 2021 – Sub Saharan Africa's Leading Trade Fair for Construction, Building Material, Mining, Agriculture & Forestry Machines, Machinery and Vehicles, held at Gallagher Convention Centre, Midrand, Johannesburg, South Africa from Wednesday, 13 to Saturday, 16 October 2021;

"Exhibitor" – shall mean the Applicant once accepted to the Exhibition, upon the receipt of the written confirmation from the Organizer;

"Organizer" – shall mean Messe Muenchen South Africa (Pty) Ltd, a private company registered in terms of the Companies Act 71 of 2008 (as amended) of the Republic of South Africa, with its registered address at Kiepersol House, Stonemill Office Park, 300 Acacia Road, Darrenwood, Randburg 2194;

"MMG" – shall mean Messe München GmbH, a company registered in terms of the Company Laws of the Federal Republic of Germany, who is the authorized agent of the Organizer in respect of Applicants and/or Exhibitors having their principal place of business within Europe, North and South America, Asia, Australia or Africa (except South Africa). MMG is entitled and authorized by the Organizer to act on behalf of the Organizer.

3. Permitted exhibits and exhibitors

Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission.

General importers and authorized specialist dealers may only exhibit machines and plants whose manufacturers are not represented at the Exhibition. All exhibits must correspond to the relevant range of exhibits for this Exhibition and be designated by name and category on the Application form. Articles other than those permitted and registered, as well as used hired or leased machinery, may not be exhibited. The Organizer has the final decision and has the right to remove any other exhibits at the Exhibitor's risk and expense.

An exception is made in the case of objects which are not part of the Exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes). The Organizer may exclude specific exhibition objects from the admission and link the admission with conditions. The Terms of Participation as well as the Technical Guidelines are accepted as legally binding with submission of application documents.

4. Co-exhibitors and additionally represented companies

Permission for co-exhibitors must be requested in writing. A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

The definition of an additionally represented company is as follows: In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the Exhibitor. If an exhibitor who is a distributor wants to display not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

Additional representation of companies is not allowed on the stand.

Admission of the organizer of the national pavilion does not mean that a contract exists between the Organizer and the individual exhibitors at the national. The organizer is responsible for ensuring that his individual exhibitors and other companies he and the exhibitors at the pavilion represent comply with the Terms of Participation, the

Technical Guidelines as well as the instructions of the Exhibition Management. The Exhibitor is liable for the debts and negligence of his co-exhibitors as if they were his own. If co-exhibitors make direct use of the Organizer's services, the Organizer is entitled to invoice the Exhibitor for these services. He is jointly and severally liable. The Exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without the Organizer's prior written consent.

5. Participation fees, lien

All prices indicated below are gross. Tax is non-reclaimable.

The prices per sqm of floor space are:

a) In the halls (minimum stand size 9 m²)

Until October 31, 2020:

Early Bird Prices

Raw space (9 - 25 sqm) EUR 188/ sqm

Raw space (26 - 99 sqm) EUR 174/sqm

Raw space (100 sqm and above) EUR 167/sqm

From November 1, 2020:

Standard Prices

Raw space (9 - 25 sqm) EUR 199/ sqm

Raw space (26 - 99 sqm) EUR 184/ sqm

Raw space (100 sqm and above) EUR 178/ sqm

b) On the Outdoor Area (minimum stand size 50 sqm)

Until October 31, 2020:

Early Bird Prices

Raw space (50 – 250 sqm) EUR 103/ sqm

Raw space (251 – 500 sqm) EUR 94/ sqm

From November 1, 2020:

Standard Prices

Raw space (50 – 250 sqm) EUR 109/ sqm

Raw space (251 – 500 sqm) EUR 99/ sqm

c) Damages Deposit for outdoor exhibitors

There will be a damages deposit applicable which amounts to 10% of the booth rental fee or maximum EUR 7.000. Any costs associated with damages and repairing/restoration will be covered by the damages deposit.

d) The participation fee covers both the rental cost of the stand space as well as the Organizer's services including above all stand planning advice, stand design advice with particular regard to local technical specifics and requirements requiring compliance, stand set-up and dismantling advice, planning PR work, visitor marketing and visitor promotion for the given Exhibition, preparation and execution of fair-specific opening events, press conferences insofar as the Organizer organizes same, preparation and execution of forums and special shows insofar as they are organized by the Organizer or third parties by order of the Organizer, the mandatory entry in the catalogue and web-based index of exhibitors, supply of exhibitor badge entitlement as set out under clause 18 "Contractors and exhibitors' passes", supply of advertising materials, lighting and heating and cooling of the exhibition premises, provision of basic security services for Venue, regular cleaning of areas frequented by participants and visitors and traffic guidance assistance within the grounds of the Venue.

The applicant shall be invoiced for 40% of the projected participation fee shortly after his application. This first payment will be refunded if the applicant is not admitted to the Exhibition, but will be forfeited if the applicant withdraws unilaterally and completely from the undertaking. The organizer of the national pavilion shall receive an invoice for the remainder of the participation fee after stand allocation.

If the organizer of the national pavilion has ordered the Organizer services, the Organizer is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to the Organizer. This also applies to obligations arising from previous events.

The Organizer reserves the right to enforce the lessor's lien, as permitted by law, in order to secure its claims arising from the rental. The organizer of the national pavilion must inform the Organizer at any time about the ownership of movables, which are exhibited or to be exhibited at the pavilion. If the organizer of the national pavilion or an individual exhibitor at the pavilion does not meet his financial obligations, the Organizer can retain the exhibits and stand fittings and, at the organizer of the national pavilion's or the individual exhibitors expense, excluding third parties property, sell them at public auction or privately. The Organizer does not accept liability for damage to exhibits and stand fittings retained under this clause, unless the Organizer is guilty of intentional damage or gross negligence.

Upon special application by the Exhibitor, the participation fee and/or the payment for the admittance of co-exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or commit to pay the amount owed to the Organizer, and the Organizer must declare its agreement with such.

Should the Exhibitor wish to have an invoice rewritten because the name, legal form or address of the recipient of the invoice has changed, the Exhibitor is obliged to pay the Organizer a sum amounting to EUR 50 for each change of invoice unless the details in respect of name, legal form or address of the recipient of the invoice were incorrect on the original invoice and the Organizer was responsible for the incorrect details. The Exhibitor shall be ultimately responsible for failure of third parties to pay.

6. Terms of payment

Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Payment of the participation fee as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area at least one month prior to the exhibition is a prerequisite for occupation of the exhibition area. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalogue, and provision of workers' and exhibitors' passes. The Applicant will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts w.r.t. MMG invoices, which are connected with the event, are to be paid in EUR, without deductions and free of all charges (e.g. bank charges occurring when transferring via bank account have to be paid by the applicant), by credit transfer to the account specified in the invoices, mentioning the Exhibitor's company name and invoice number. All invoiced amounts by the Organizer, which are connected with the Exhibition, are to be paid in ZAR, without deductions and free of all charges (e.g. bank charges occurring when transferring via bank account have to be paid by the applicant), by credit transfer to the account specified in the invoices, mentioning the Exhibitor's company name and invoice number.

7. Sub-lease

The application represents the contractual offer. The admission or rejection will be confirmed to the Applicant in writing in due time. The confirmation will include a confirmation of the size of the stand awarded and the amount payable. Upon receipt of the payment herein the sub-lease comes into force.

The Organizer is authorized to assign a stand area to the organizer of the national pavilion, which might deviate from the information in the application. A deviation is considered acceptable if the Organizer does not receive the Exhibitor's rejection of the allocation of the stand area, in writing, within 5 working days.

The allocation of the other stands, in particular of neighboring stands, is subject to change up to the time that the Exhibition opens. The Organizer is also entitled to relocate or close entrances to and exits from the Exhibition grounds and halls, and to make other structural alterations.

The organizer of the national pavilion or the individual exhibitors at the pavilion cannot make claims against the Organizer because of such changes nor do such changes amount to a breach of this Agreement.

8. a) Cancellation of contract

Should the organizer of the national pavilion:

- make any arrangements with the general body of its creditors or enters into a compromise with such creditors generally or if a provisional or final order for sequestration, liquidation or judicial management is made against it or it enters into business rescue proceedings;
- ceases or threatens to cease operating its business as a going concern or commits any act of insolvency in terms of the Insolvency Act 1936 (as amended or substituted from time to time);
- fail to pay any rent on the due date thereof and persist in such failure for a period of 7 (seven) days against the date of dispatch of notice per prepaid registered post calling for such payment; or
- fail to pay any other amount due by the organizer of the national pavilion in terms of this lease on due date thereof and persist in such failure for a period of 7 (seven) days against the date of dispatch of notice per prepaid registered post calling for such payment; or
- breach this lease in any other way and fail to remedy such breach within 30 (thirty) days after dispatch of written notice per prepaid registered post calling for such remedy;

the Organizer shall have the right, but shall not be obliged, forthwith to cancel this Agreement and to resume possession of the allocated area, but without prejudice to its claims for arrears payments and/or damages which it may have suffered by reason of the Exhibitor's breach of contract or of the premature cancellation.

In the event of the Organizer cancelling this Agreement and the organizer of the national pavilion disputing such cancellation and remaining in occupation of the allocated area, the organizer of the national pavilion shall, pending settlement of the dispute either by negotiation or arbitration, continue to pay an amount equivalent to the participation fees as well as any other amounts owing by the organizer of the national pavilion to the Organizer in terms of this Agreement on the due dates thereof and the Organizer shall be entitled to accept and recover such payments without prejudice to and without in any way affecting the Organizer's claim for cancellation. Should the dispute be resolved in favour of the Organizer, the payments made and received in terms of this clause shall be deemed to be amounts payable by the organizer of the national pavilion on account of damages suffered by the Organizer by reason of the cancellation and the unlawful holding over by the organizer of the national pavilion.

b) If the location, type, dimensions or size of the exhibition area rented by the applicant are subsequently changed so much that the applicant can no longer be reasonably expected to accept the exhibition area, the applicant is entitled to terminate the contract within 5 working days of receiving written notification by the organizer and monies paid by the applicant shall be refunded to him. In any other case, the applicant has no right to terminate the contract. If the applicant states that he is withdrawing from the contract, -then he shall have deemed to have renounced once and for all, his intention to take part in the trade fair. In such event, the organizer is entitled to re-let the stand area or use it itself without being obliged to do so.

Payment of the participation fee will be forfeited if the applicant withdraws unilaterally and completely from the undertaking. Notice of such cancellation must be given to the organizer by the exhibitor in writing. If the applicant states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, the organizer is entitled to re-let the stand area or use it itself without being obliged to do so. In the case that the organizer can re-let the stand area, the organizer must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; the exhibitor shall not have any further rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay 40% of the agreed participation fee as flat-rate compensation for expenses incurred by the Organizer due to the fact that the exhibitor has withdrawn from the contract and cancelled his participation in the trade fair without being entitled to do so. The Organizer's right to claim further damages remains unaffected. **If exhibitor withdrawing from the contract later than 30 days before 1st day of show, the full amount of as per contract is payable and therefore no reimbursement will be made by the Organizer to the exhibitor.**

9. Force majeure, cancellation of the event

If the Organizer is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the Exhibition, the organizer of the national pavilion does not thereby acquire the right to withdraw or cancel, nor do they have any other claims against the Organizer, in particular claims for damages.

If the Organizer cancels the Exhibition because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for the Organizer to hold the Exhibition, the Organizer is not liable for damages, actions, claims, losses and/or expenses suffered by the organizer of the national pavilion whatsoever.

10. Dates of setting up and dismantling / Assembly, staffing and dismantling of stand

The exact dates for set up and dismantling will be published at a later stage.

The dates for assembly and dismantling must be observed. Stands not occupied by the last day of assembly may be disposed of as the Organizer sees fit.

Exhibitors admitted to the Exhibition undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the Exhibition during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the Exhibition opens. **Organizers of national pavilions and the individual exhibitors at the pavilions are not permitted to remove Exhibition goods and dismantle their stands before the Exhibition closes. If they break this rule, the Organizer is entitled to demand a penalty of R10,000.**

11. Stand design and equipment

a) In the halls

The maximum stand construction depends on the allocation of the stand within the hall. The maximum stand construction height is however 5,50 m. Further technical details are available in the technical guidelines.

b) Outdoor Area

The maximum stand construction height is 6m. Construction of partially higher parts is subject to approval of the Exhibition management operation department and the project team for the Exhibition and depends on stand position and design and will only be granted in exceptional cases.

A more detailed specification will be made available at a later stage to the organizer of the national pavilion. Further technical details are available in the technical guidelines at a later stage.

All structures to be set-up in the outdoor area require the prior consent of the Organizers and permission from a governmental approved top level certified structural engineer.

Two-storey stand construction is permitted in the outdoor area with the approval of a structural engineer and a structural engineer's certificate must be submitted to the Exhibition management.

* **Please Note:** Submission of an indemnity form is compulsory for all exhibitors and can be found in the exhibitor manual.

12. Safety Measures

It is necessary to wear safety helmets and safety belts and to carry out other safety measures against injuries that might be caused by falling objects in overhead work (height all of 2m). All exhibitors are legally responsible to conform to all applicable aspects of the Occupational Health and Safety Act 85/1993 (OHS Act) and other relevant Acts and Regulations.

13. Technical installations and other regulations

Applications for electrical installation, water, compressed air and drainage can be considered only if submitted in due time on the order forms available from the Organizer. The precise terms of delivery and the connection fees are stated on these forms. All building structures on the Exhibition grounds shall be executed in accordance with the legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads from cranes is prohibited for safety reasons.

14. Restoration of the exhibition areas

All exhibition areas must be handed over to the Exhibition management operation department in their original condition by the stipulated date for completion of dismantling. At the end of the Exhibition, the organizer of the national pavilion must remove from the site all the materials used from their stands by the respective timings stated in the "Operations Schedule". The Organizer is entitled to charge the Organizer of and the individual exhibitor at the national pavilion are concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, gravel, packing materials or literature) by a contracting firm at the organizer of the national pavilion's cost. The paid damages deposit will be forfeited by the Organizer until the organizer of the national pavilion has paid the respective charges.

15. Transport of track-laying vehicles

Only track-laying vehicles with smooth track plates, which are also approved for public roadways, may be driven on the roads of the Exhibition grounds. The transport of track-laying vehicles into the exhibition halls are permitted only with the approval of the Exhibition management and as per South African laws. The Exhibitor is fully responsible for any damage to road surfaces and hall floors. Should damages occur the paid damages deposit will be forfeited by the Organizer until the organizer of the national pavilion has paid the respective charges.

16. Sales regulations

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchasers until after the Exhibition closes. Sales are permitted only to wholesalers, retail or trade customers.

17. Catalogue, Internet, Visitor Information

An official Exhibition catalogue, an internet database and visitor information will be compiled for the Exhibition. The Exhibitor (including co-exhibitors and companies at joint stands) is included, with the name indicated in the application, in the alphabetical list of exhibitors in these media. The minimum entry contains the Exhibitor's company name, hall and stand number and webpage in the alphabetical list of exhibitors. The Exhibitor (including co-exhibitors and companies at joint stands) will be offered other entries, e.g. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. The Organizer assumes no responsibility for the correctness and completeness of the catalogue, internet database and visitor information. The Exhibitor is solely responsible for the permissibility under law – and particularly the law on competition – of any advertisement placed in the Exhibition catalogue, the internet database or the visitor information of the Organizer at the instigation of the advertiser. Should third parties assert claims against the Organizer on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold the Organizer fully harmless against all claims asserted including all costs of any defense in court on the part of the Organizer. The same applies to exhibitor entries actuated by exhibitors in the Exhibition catalogue, the Internet database or the visitor information of the Organizer.

18. Exhibitors' and Contractors passes

The Exhibitor's passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors one month prior before the exhibition starts. For the time in which the Exhibition is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Hall		Outdoor	
Registered m²	Passes	Registered m²	Passes
9 to 17	5	50 to 250	10
18 to 26	10	251 to 500	20
27 to 54	20	501 to 1200	40
55 to 100	30	> 1200	max 50
101 to 400	40		
> 400	max 50		

The number of Exhibitor's passes is not increased for co-exhibitors. Additional Exhibitor's passes are obtainable from the Exhibition management and will be charged for. The Exhibitor's passes are intended solely for stand personnel and must not be passed on to unauthorized third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the Exhibition Centre without corresponding authorization from the Organizer. All exhibitors' passes are numbered.

Stand Contractor passes for show days are available in the numbers required and will be charged for. They can be purchased on site at the Organizer's office during build up. Contractor passes must not be passed on to unauthorized third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the Exhibitor.

19. Confirmation letters

Once the stands have been allocated, the Exhibitor will be informed in writing together with further details concerning preparation and organization of the Exhibition.

20. Alterations

The Organizer reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

21. Complaints

Complaints about any defects in the stand or exhibition area are to be made in writing to the Organizer immediately on occupying the exhibition area, and at the latest on the last day of stand assembly, so that the Organizer can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against the Organizer.

Initial:

22. Limitation of Liability

Neither the Organizer nor MMG shall under any circumstances be liable for any loss or damage which is suffered by the organizer of the national pavilion, its employees, agents, servants, contractors, clients or visitors, including but not limited to damage as a result of fire, injury, accident, floods, crowds, riot, the actions or omissions of other exhibitors, defect in the structure of the stand or in the Venue, or from insufficient lighting or ventilation or resulting from leakage from or breaking of any water pipe or communication, fitting or appliance.

The organizer of the national pavilion is liable for and holds the Organizer and MMG harmless against all risk in and to property brought onto the Venue by the organizer of or the individual exhibitor at the national pavilion, its employees, agents, servants, contractors, clients or visitors including property not owned by the by the organizer of or the individual exhibitor at the national pavilion.

The Organizer and MMG shall not be responsible for any loss or damage that it may suffer in the event of the Exhibition having to be closed during the whole period of the by the organizer of or the individual exhibitor at the national pavilion or any parts thereof and in such event the Organizer and MMG shall not be liable to refund the Exhibitor any monies or portion thereof.

The limitation of the Organizer and MMG's liability as aforesaid shall apply irrespective of whether such damage is sustained before, during or after the Exhibition and irrespective of whether the act or omission complained of occurs inside or outside of the Venue.

23. Exhibitor's Liability

The organizer of or the individual exhibitor at the national pavilion shall not bring or suffer to be brought onto the premises any goods, article or materials which may render the insurance of the premises against risk or loss or damage by fire, either void or voidable or which may increase the rate of premium in respect of such insurance beyond ordinary risk.

The organizer of or the individual exhibitor at the national pavilion shall not do, cause or suffer anything which in the opinion of the Organizer, constitutes a nuisance or causes an infringement of any regulation or law, or which may lead to possible forfeiture of or endorsement of any license held by the Organizer or the Venue.

The organizer of or the individual exhibitor at the national pavilion shall not store or bring on to the premises inflammable substances or use any such inflammable substance or open flame on the premises at any time.

24. Insurance and Indemnity

The organizer of or the individual exhibitor at the national pavilion and person or entity it contracts with to perform services for it shall carry insurance covering liability for third party, injury, personal injury, property damage and workers compensation and shall protect, indemnify and hold harmless the Organizer, MMG and Venue Owners, their officers, agents and employees against all claims, losses, suits, damages, costs, expenses of every kind, resulting from or arising in connection with the organizer of or the individual exhibitor at the national pavilion's use or occupancy of the exhibit space (including construction and dismantling of stands or exhibits) its agents or employees irrespective of whether or not such claim arises during or after the holding of the exhibition.

25. Occupational Health and Safety

All the requirements of the Occupational Health and Safety Act 85 of 1993 (as amended) shall be adhered to by the organizer of or the individual exhibitor at the national pavilion.

26. Photography, filming, video recording, and sketching

Only persons authorized by the Organizer and in possession of a valid pass may film, photograph, or make sketches or video recordings in the exhibition halls and the outdoor exhibition area. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, the Organizer can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require the Organizer's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The Exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer.

The Organizer and MMG are entitled to have photographs, drawings, films and video recordings made of events at the Exhibition, of stands and exhibits, and to use them for advertising or general press publications.

27. Intellectual property rights

When participating in Exhibitions organized by the Organizer, the organizer of or the individual exhibitor at the national pavilion warrants that its exhibits, packages and all related publicity materials found in the Exhibition do not in any way whatsoever violate or infringe any third party's rights including trademarks, copyrights, designs, names and patents whether registered or otherwise.

28. Whole agreement

This Agreement constitutes the entire agreement between the parties and representations by either of the parties or their agent, whether made prior to or subsequent to the signing of this agreement, shall not be binding on either of the parties unless done in writing and signed by the Organizer.

No variation, alteration or consensual cancellation of this Agreement, or any of the terms thereof, shall be of any force or effect, unless done in writing and signed by the Organizer.

No waiver or abandonment by the Organizer of any of its rights in terms of this Agreement shall be binding on that the Organizer, unless such waiver or abandonment is in writing and signed by the Organizer.

No indulgence, extension of time, relaxation or latitude which any party may show, grant or allow to another shall constitute a waiver by the Organizer of any its rights and it shall not hereby be prejudiced or estopped from exercising any of its rights against any party which may have arisen in the past or which might arise in the future. Unless the context indicates otherwise, the rights and obligations of any party arising from this Agreement shall devolve upon and bind its successors-in-title.

29. Regulations for use

The organizer of or the individual exhibitor at the national pavilion must comply strictly with the building and use rules for the event grounds. The organizer of or the individual exhibitor at the national pavilion is not permitted to spend the night in the halls or on the outdoor area. The organizer of or the individual exhibitor at the national pavilion must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for any purpose not related to the event, such as but not limited to ideological or political purposes.

30. Period of prescription

All the organizer of or the individual exhibitor at the national pavilion's claims against the Organizer arising from this Agreement, shall be lodged in writing to the Organizer within 6 (six) months of the closing date of the Exhibition, failing which they shall prescribe.

31. Place of performance, applicable law

Johannesburg shall be the place of performance, also for all financial obligations. Only the law of the Republic of South Africa shall apply. This applies even in case of termination or withdrawal of any contractual relationship.

32. Jurisdiction, arbitration agreement

The parties irrevocably submit to the jurisdiction of the courts of the Republic of South Africa. All disputes arising out of or relating to this Agreement including disputes as to the meaning or interpretation of any provision of this Agreement or as to the carrying into effect of any such provision or as to the quantification or determination of any amount or thing required to be determined or quantified in terms of or pursuant to this Agreement, will be referred to arbitration.

Either party to the dispute will be entitled to require, by written notice addressed to the other party in which notice particulars of the dispute are set out, that the dispute be submitted to arbitration in terms of this clause.

Subject to the provisions of this clause, the arbitration will be held under the provisions of the arbitration laws for the time being in force in the Republic of South Africa (as it is constituted from time to time).

The arbitrator will be an independent person agreed upon by the parties to the dispute and, failing such agreement within 5 (five) days after the date on which arbitration is requested by either party to the Agreement, will be appointed by the President and, failing him, the Vice-President for the time being of the Law Society of the Northern Provinces who may be requested by either party to the dispute to make the appointment at any time after the expiry of that five-day period.

Immediately after the arbitrator has been agreed upon or appointed, either of the parties to the dispute will be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings will be held and to settle the procedure and manner in which the arbitration proceedings will be held.

The arbitration will be held in Johannesburg in accordance with the formalities and procedure settled by the arbitrator.

The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages, account of profits, a penalty or otherwise as he in his sole discretion may deem fit and appropriate and to deal as he deems fit with the question of costs, including if applicable, costs on the attorney and client scale, or own client scale, and his own fees.

Any award made by the arbitrator:

- will be final and binding on the parties to the agreement; and
- may be made an order of any court to whose jurisdiction the parties are subject.

Nothing contained in this clause will preclude either party from obtaining intermediate relief on an urgent or other basis from a court of competent jurisdiction, pending the decision of the arbitrator.

33. Confidentiality

The parties shall not reveal the confidential information of each other to any other party.

"Confidential information" shall include but not be limited to:

- The details of this Agreement, the details of the negotiations leading to this Agreement and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in this Agreement;
- All information relating to the business of the parties or the operations and affairs of the parties;
- All information, knowledge, technology, data, documents, literature, trade secrets and know-how of the parties, whether or not patented or capable of being patented, or bearing copyright or any other intellectual property rights, and whether any such rights vest in the parties by virtue of statutory or common law.

The parties shall take all necessary precautions reasonably calculated to prevent an unauthorised disclosure or use of such trade secrets and confidential information by that party's employees, subsidiaries and their employees or any other intermediaries or related parties;

The provisions of this clause 35 shall be binding on the parties.

34. Severability Clause

Should the provisions set out in this Agreement be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected.

35. Authority

The organizer of or the individual exhibitor at the national pavilion warrants that it has full power and capacity and authority to sign the Agreement.

36. Legal compliance

The organizer of or the individual exhibitor at the national pavilion warrants that it is in compliance with the Republic of South African laws and regulations at the time of signing the Agreement and shall comply with South African laws and regulations at all times while performing its activity while participating in the Exhibition. The organizer of or the individual exhibitor at the national pavilion warrants that it is not restricted by any judgment, injunction, order, decree or award from signing the Agreement and performing activities under this Agreement.

As of February 2020