



International Pressure Equipment
Integrity Association

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Terms and Conditions

The following terms and conditions form part of the website contract (the "Agreement") pursuant to which the International Pressure Equipment Integrity Association ("IPEIA") has agreed to provide booth space to the client, referred to on the IPEIA website on-line registration system.

Cancellation and Performance

Neither party shall be liable for any damages sustained from delay or non-performance of this Agreement due to events beyond its reasonable control, including without limitation strikes or other labour disputes, acts of God, weather, earthquakes, fires, floods, war, riots, terrorism, border closures, civil disorder, power failure or government Acts. If a show is interrupted, prevented or cancelled for any such reason, the Client will reimburse GES CANADA for expenses incurred providing services or equipment up to the date of this occurrence.

Exhibit Appearance Code

All exposed parts of the display, or booth object must be covered in such a manner so as not to be unsightly to neighbouring exhibitors. Specially built displays in variance with published regulations must be submitted to management for prior approval. Equipment on display can not take up more than 70% of exhibit floor space nor obstruct the view of a neighbouring booth.

Exhibit Operations Restrictions

- Signage involving the use of neon or other such similar gases is prohibited. Wording on all signs in an exhibitor's booth will be of a nature so as not to be offensive or gaudy. Management has the right to order copy changes or the removal of such signage that fails to meet the guidelines.
- Booth representatives must be dressed in a professional, although casual, manner.
- Personnel recruitment displays of any nature shall not be permitted.
- Music and any other sound generating equipment must be operated at levels so as not to be disturbing to other exhibitors and conference attendees.
- Excessive noise or activity obstructions will not be allowed during the show.
- Objectionable odours will not be allowed.
- Games of chance, lotteries, contest and carnival type activities and other sideshow type events will not be permitted without prior written approval from show management.
- Demonstrations and all other sales activities must be confined to the limits of an exhibitor's booth. Distribution of samples, literature and souvenirs will also be confined to the exhibitor's booth.

Exhibit Space Cost

\$1,500.00 + \$75.00 GST = \$1,575.00 Cdn per booth. There will be a non-refundable deposit of \$750.00 due upon booking no later than September 15, 2008, with the balance \$825.00 due October 31, 2008. The booth space allows for two people to manage your booth.

Educators: \$750.00 + \$37.50 GST = \$787.50 Cdn per booth. There will be a non-refundable deposit of \$375.00 due upon booking no later than September 15, 2008, with the balance \$412.50 due October 31, 2008. The booth space allows for two people to manage your booth.

Facility Care

The exhibitor is liable for any damage caused to building, floors, walls and to standard booth equipment or other exhibitors' property by exhibitors' staff actions.

Indemnification

IPEIA will indemnify and hold harmless the Client, its officers, directors, and employees from and against any bodily injury or property damage liability claims, judgments, damages, costs or expense, including reasonable attorney fees, arising out of or occasioned by the operations performed by IPEIA personnel except for occurrences or accidents caused by the sole negligence of the Client or for occurrences or accidents caused by any other party.

Installation, Exhibiting, Dismantling

Dates and times for installation, exhibiting and dismantling shall be those specified by management. Exhibitor shall be liable for all storage and handling charges associated with the failure to comply within the time frames specified. Booths and exhibit materials must be fully set up prior to show opening on the first day and must not be dismantled or removed before the official show closing on the second to last day of the conference.

In accepting these conditions, the exhibitor agrees to move his or her exhibit equipment and materials into the show facility between **2:00 p.m. to 9:00 p.m. Tuesday, February 10, 2009.**

Also, in accepting these conditions, the exhibitor agrees to remove his or her exhibit equipment and materials (including fluids) from the show facility by **9:00 p.m. Thursday, February 12, 2009.** Removal of the material will be in compliance with all municipal, provincial and federal government regulations, as well as facilities and show management guidelines. Show management, GES, can provide assistance regarding the shipping out of materials, particularly cross-border. GES will be available to provide information and forms Thursday afternoon.

Limitation of Liability

It is understood and agreed by the exhibition company that all property of the exhibitor is to remain under the exhibitor's custody and control, in transit to or from or within the confines of the facility, subject to the rules and regulations of the exhibition. The exhibitor agrees to make no claim for any reason whatsoever against management or service contractor(s) for loss, theft, damage or destruction of goods; nor for any damage of any nature, including damage to his business by reason of failure to provide space for his exhibit, nor for any action of any nature of management, nor for the failure to hold the exposition as scheduled. The reasons listed include but are not limited to, such reasons as: casualty, explosion, fire,

lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, terrorist action, strike, lockout or boycott.

Occupancy Default

It is understood and agreed by the exhibitor that in the event any exhibitor fails to install its products in the contracted for space, or fails to pay space rental costs by **October 31, 2008**, or fails to comply with any other terms and conditions concerning the use of this space, management will have the right to take possession of said space for such purposes as it sees fit. The exhibitor in the event this action is taken will be held liable for the full rental price of said space, as well as any additional costs associated with the display and set-up of the vacant space.

On-Site Storage

Exhibitors will not be permitted to store containers, packing crates and any other nonessential items in their booth during the period of the show. IPEIA will have storage space for said items which will be offered to exhibitors on a first come, first served basis. It is the responsibility of the exhibitor to properly mark all packing materials to enable service contractors to manage in an expeditious manner their in-and-out facilitation.

Safety Regulations

The exhibitor assumes all responsibility for compliance with all ordinances, regulations and codes of duly authorized local, provincial and federal governing bodies concerning fire, safety, health and environmental requirements.

- Booth decorations must be flameproof.
- Hanging materials must clear the floor.
- Electrical wiring must conform to all National Electrical Code Safety Rules. Any exhibitor's failure or noncompliance on any mandated safety item will result in the need to dismantle that item and remove it from the premises as the exhibitor's expense.

Space Allotment Eligibility

IPEIA, herein known as Management, has the sole right to decide the eligibility of a company, or its products, for inclusion in the show. Final space allocation of an exhibitor will be made by IPEIA management. Management endeavours to provide exhibitors with their location of first choice, but reserves the right to make reasonable reallocations of booth spaces. Each booth space allows for two (2) booth personnel, but will have no entry into the speaker presentations. To sit in on the speaker presentations, you must purchase a delegate registration.

Term

This Agreement will be effective as of the date, you the Client accepts it and shall terminate at the conclusion of the move-out of the 2009 show, provided that the provisions requiring payments are made or indemnities be given.