

Standard Terms and Conditions of Business

1. Interpretation

- 1.1 "Complete Exhibitions" shall mean Complete Exhibitions cc, registration number ck1993/018767/23.
- 1.2 "Client" shall mean the end Client, whether an entity or person, that 'owns' the event.
- 1.3 PCO shall mean the person or entity that organizes the event on behalf of the Client, whether acting as an agent or third party.
- 1.4 Any reference to the "equipment" and "services" shall mean the equipment and "services" listed in the quotation and supplied to the Client in terms of this Agreement.

2. Terms & Conditions to prevail

- 2.1 The terms and conditions contained herein shall constitute the sole terms of the agreement between Complete Exhibitions and the Client/PCO.
- 2.2 NO amendment or consensual cancellation of the Agreement, extension of time, waiver or relaxation or suspension of any of the Provisions or terms of the Agreement shall be binding on the parties unless recorded in writing and signed by an authorised representative of Complete Exhibitions.

3. Payment

- 3.1 Accounts are due and payable as prescribed in the quotation and if not so prescribed, on presentation of invoice.
- 3.2 Payments are payable to Complete Exhibitions in SA currency without deduction or set off and free of any exchange.
- 3.3 All progress payments made are non-refundable.
- 3.4 A final invoice will be issued two weeks prior to the event for payment in full upon the completion of build-up. Any balance due or refund necessary will be settled in full within five days of the conclusion of the event.
- 3.5 Acceptance of this proposal indicates that the end Client accepts the financial obligation to Complete Exhibitions, and that this liability will only be discharged once Complete Exhibitions has received payment in full for such services, whether or not such payment has already been submitted to a PCO, agent or third party.

4. Warranties & Indemnities

- 4.1 No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise or whether they induced the contract or not, which are not set forth in this Agreement, shall be binding on Complete Exhibitions, the Client/PCO irrevocably waiving any right it may have to rely thereon.
- 4.2 The parties agree that Complete Exhibitions shall have no liability in respect to any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, any of the equipment and services whether or not occasioned by Complete Exhibitions' negligence (gross or otherwise) or any act or omission on its part. Complete Exhibitions shall only be liable for any direct injury, loss or damage if such occurred due to Complete Exhibitions' gross negligence provided that Complete Exhibitions shall not be liable for any indirect, special or consequential loss, expense or damage. For the purpose hereof, any reference to Complete Exhibitions shall include its servants, agents or contractors or any other person for whose acts or omissions Complete Exhibitions maybe liable in law. Without limiting the foregoing, Complete Exhibitions does not warrant that the equipment and services will be fit for the purposes for which they are to be used by the Client (notwithstanding that the use of which the Client intends to put the equipment and services is known to Complete Exhibitions).
- 4.3 The Client/PCO shall have no claim of any nature whatsoever whether for damages, or omission of the contract price, cancellation or otherwise, against Complete Exhibitions, its servants, agents or others on whose behalf Complete Exhibitions will be liable, in respect of any loss or damage sustained by the Client/PCO of any nature whatsoever or any damage caused to the assets of the Client/PCO or assets kept on its premises by any third parties or in regard to the Client/PCO's business or sustained by any of its customers, howsoever caused, (gross or otherwise), act or omission of Complete Exhibitions, its servants, agents or others from whom it may be liable in law.

5. Addresses & Notices

- 5.1 The street address supplied by the Client/PCO on the quotation and order will be regarded as the domicilium citandi.
- 5.2 The Client/PCO must notify Complete Exhibitions in writing immediately if this address changes.
- 5.3 Any notice to Complete Exhibitions should be addressed to its head office at: 29 Krige Lane, Irene, Centurion, South Africa.

6. Cession

- 6.1 Only Complete Exhibitions shall be entitled, without notice to the Client/PCO, to cede and assign its rights and obligations which it may have in terms of this Agreement to any third party.

7. Legal Proceedings / Costs

- 7.1 The Client/PCO shall be liable for all costs incurred by Complete Exhibitions in the recovery of any amounts or the enforcements of any rights which it has hereunder on an attorney and own client scale and costs of counsel as on brief whether incurred legal proceedings or if judgment has been granted in connection with the enforcement of such judgment.
- 7.2 The Client/PCO consents that Complete Exhibitions may sue in a Magistrate's Court, even if its claim against the Client/PCO exceeds the jurisdiction of the Magistrate's Court.
- 7.3 The Client/PCO remains liable for insurance at the event and any excess payments as applicable.

8. Breach / Cancellation

8.1 Should the Client fail, refuse or neglect to make payment of any amounts due and payable in terms of the quotation, Complete Exhibitions shall be entitled in addition to any other rights or remedies it might have in law, to: -

8.1.1 Immediately cancel the Agreement on written notice;

8.1.2 Remove its equipment without hindrance;

8.1.3 Institute an action for damages

8.2 If this Agreement is cancelled by the Client/PCO for any reason whatsoever, the deposit (if any) will be forfeited to Complete Exhibitions.

In addition, in recognition of the continuous nature of the work and the professional advice provided, such payments received shall not be less than 50% of the anticipated total. If the payments received total less than 50%, the difference becomes payable immediately. If the cancellation or postponement of the event occurs within four weeks prior to the event, payment in full is required.

9. Client/PCO's Obligations

9.1 The Client/PCO shall ensure that all addresses of venues, job dates and equipment specifications are correct, and that a build up day has been arranged with the venue.

9.2 The Client/PCO undertakes to provide access to the installation site. If access is not provided and installation is not completed by Complete Exhibitions by the stated time, Complete Exhibitions will not incur any liability as a result.

9.3 The Client/PCO shall provide 24 hours continuous security for Complete Exhibitions' equipment for the whole duration of the period equipment is supplied to the Client by Complete Exhibitions. The cost of security will be entirely for the Client/PCO's account.

9.4 The Client/PCO warrants that all relevant permits and permissions necessary to hold an event have been granted and that Complete Exhibitions shall in no way be required to apply or obtain any permit or permission from any authority or person whatsoever in order for it to comply with its obligations in terms of this Agreement.

10. General

10.1 These terms and conditions will be governed by South African Law.

10.2 The Client/PCO consents to Complete Exhibitions making enquiries about the Client/PCO's credit record with any credit reference agency and any other party to confirm the details relevant to this Agreement. Complete Exhibitions may also provide credit reference agencies with regular updates regarding how its account was managed, including failure to meet agreed terms and conditions.

10.3 All quotations are only valid for fourteen (14) days of the date stated on the quotation.

10.4 Additional services and equipment requested, but not quoted for, will be invoiced at the time of supply.

10.5 All quotations and orders are subject to standard terms and conditions of business.

10.6 Equipment availability can only be confirmed at the time of our receiving your acceptance of this quotation