

TERMS AND CONDITIONS

The Company hereby agrees to be bound by and to comply with the Terms and Conditions stated below ("Terms and Conditions"), as well as the Exhibition Rules and Regulations and the Exhibitor Services Manual, which are integral to and fully incorporated by reference into this Agreement.

- 1. Defined Terms:** The term "Exhibition" refers to the exhibition component of the ASME IMECE Event currently scheduled to be held in New Orleans, LA, October 29 – November 1, 2023 at the Ernest N. Morial Convention Center. The term "ASME" refers to The American Society of Mechanical Engineers.
- 2. Contract Acceptance:** This Agreement shall become effective when it has been submitted by the Company in the manner described in the "Contract Acceptance and Authorization" section above and countersigned by a duly authorized representative of ASME.
- 3. Qualification of Exhibitors:** ASME reserves the right to determine eligibility of the Company for inclusion in the Exhibition prior to, or after, execution of this Agreement. Eligible exhibits include products, components, systems, services, and publications in the mechanical engineering industry. Product and services exhibited should be intended for and generally used in a manner that conforms to state, federal, or other applicable laws or regulations. No other products can be displayed. The Company shall not display any product or display or distribute advertisements for a product which infringes upon the registered trademark, copyright or patent of another company. Product comparisons using product or written materials of companies other than the Company are prohibited. ASME, in its sole discretion, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these Terms and Conditions or do not meet the Exhibition's objectives.
- 4. Exhibition Assignment and Relocation:** The Company understands and agrees that ASME has sole discretion on the assignment of booths and is under no obligation to assign the Company any of the booths preferred by the Company. ASME reserves the right to alter the Company's assigned booth location any time at its sole discretion if deemed in the best interests of the Exhibition and reserves the right to alter the Exhibition Hall floor plan.
- 5. Payment:** Payment by the Company is due as stated on invoice. Prompt payment will guarantee listing in event promotion and secure the Exhibition booth space reservation. Invoices for reserved booth space(s) not paid on schedule may, at the discretion of ASME, result in cancellation of the booth reservation. For reservations received within 120 days of the event, rental must be paid in full upon reservation of booth space. The Company agrees to indemnify and reimburse ASME for all costs and expenses incurred in connection with any collection effort should it be necessary for ASME to engage legal counsel or a collection agency to collect monies due ASME as a result of the Company's failure to pay.
- 6. Cancellation:** Cancellations by the Company must be made in writing (email accepted) to ASME and are effective on day of receipt. Reductions in or downsizing of booth space will be treated as cancellations. Cancellation by the Company will result in the forfeiture of all prepaid rental charges. If the Exhibition is cancelled because of a reason beyond the reasonable control of ASME, the Company will receive a refund for any prepaid booth rental fee, after all related expenses incurred by ASME through the date of cancellation have been satisfied, including an administrative fee and overhead charges. The Company will be considered 'no show' if it does not occupy an exhibit in the designated space one hour before the scheduled opening of the Exhibition and has not given ASME the required written notice of cancellation. ASME has the right to use 'no show' exhibit space in such a manner as it may deem in the Exhibition's best interest.
- 7. Rules and Regulations:** The Company agrees to comply with all ASME Exhibition rules and regulations and those imposed by the Exhibition venue. The Company shall comply with all health and safety ordinances established by federal, state or local authorities. The Company agrees that its failure to conform to all such rules, regulations or ordinances may result in penalties imposed by ASME, including closure of its booth.
- 8. Exhibit Move-in and Move-out:** The Exhibition schedule is included in the Exhibitor Service Manual. Exhibits not set up at least one hour prior to the opening of the Exhibition will be considered 'no shows' and subject to policies set forth in Section 6. Displays must remain fully intact and be fully staffed during all Exhibition hours. Exhibitors dismantling or removing displays prior to the Exhibition close will forfeit priority points toward space selection at future ASME exhibitions. Removal of exhibits must be completed by the official move-out time. ASME reserves the right to force exhibit freight to the General Contractor warehouse or the Company's contract address if the Company's exhibit is not removed by the official move-out time.
- 9. No Assigning or Subletting Space:** The Company shall not assign, sublet, or apportion the whole or any part of the booth space allotted to it, or exhibit therein, any other goods, apparatus, etc. than those manufactured or sold by the Company in the regular course of its business.
- 10. Exhibit Services and Exhibitor-Appointed Contractors:** As a service to exhibitors at the Exhibition, ASME has selected certain firms as official contractors, with labor and equipment to be provided at prevailing rates and terms. ASME assumes no liability or responsibility related to the performance by such firms. If the Company plans to have a contractor other than the official service contractor (an "EAC") the Company must notify ASME in writing 30 days prior to move-in and provide ASME with a certificate of insurance evidencing Commercial General Liability insurance with limits not less than \$1,000,000 and Workers Compensation Insurance in full compliance with statutory limits covering the EAC's employees. All EACs must comply with the Exhibition Rules and Regulations. **In addition, exclusive services, such as utilities and material handling, are the only vendors allowed for that service and must be utilized by the Company if needed.** A complete listing of official exclusive and non-exclusive contractors and EAC guidelines is provided in the Exhibitor Services Manual.
- 11. Exhibit Design and Inclusions:** The Company agrees to abide by exhibit display and construction guidelines published by ASME and included in the Exhibitor Services Manual. The Company and its employees must remain within the confines of its own booth space, and the Company will not be permitted to erect signs or display products in such a manner as to obstruct the view, occasion injury, or disadvantageously affect the display of other exhibitors at the Exhibition. Failure to abide by these guidelines or otherwise violating the provisions of this Section 11 may result in the Company's booth being moved, rearranged, or dismantled at the Company's expense.
- 12. Noise Level and Sound Devices:** The use of devices for mechanical reproduction of sound or music is permitted within the Company's booth but must be controlled. Sound of any kind must not be projected outside of the booth. Noise levels must not exceed 85 decibels. ASME reserves the right to require the termination of use of noise making devices, machinery or presentations when determined that the level may infringe upon neighboring exhibitors' ability to conduct business.
- 13. Copyrighted Materials:** The Company shall not play or permit the playing or performance of, or distribution of any copyrighted materials at the Exhibition unless it has obtained all necessary rights and paid all required royalties, fees or other payment.
- 14. Character of Displays; Use of Aisles and Common Areas:** Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the Company's booth space. Any permitted food and beverage must be procured through the Exhibition venue's exclusive vendor. The use and presence of alcoholic beverages within the exhibit booth is prohibited except when sponsored by ASME in the form of unified receptions, or with prior written approval of ASME. The Company agrees to exhibit only products which it represents. All exhibits shall display products or services in a tasteful manner as determined by ASME in its sole discretion. The aisles, passageways, and overhead space remain strictly under the control of ASME and no signs, decorations, banners,

advertising material or special exhibit will be permitted in the aisles.

15. **Conflicting Meetings and Social Activities:** In the interest of the entire Exhibition, the Company agrees not to extend invitations to meetings, receptions, outings, social events, or otherwise encourage attendee absence from the Exhibition hall during event hours.
16. **Consent to Use of Photographic Images:** The Company consents to ASME's use and distribution (both now and in the future) of the images or voices of the Company's employees in photographs, videotapes, electronic reproductions, or audiotapes of the Exhibition.
17. **Listing and Promotional Materials:** By exhibiting at the Exhibition, the Company grants ASME a fully paid, perpetual non-exclusive license to use, display and reproduce the name, logo and contact information of the Company in any Exhibition directory listing the exhibiting companies at the Exhibition and to use such names and logos in promotional materials. ASME shall not be liable for any errors in any listing or descriptions or for omitting any exhibitor from the Exhibition directory or other materials. The Company may not use the ASME corporate logo but, with ASME's prior written permission, may use the Exhibition logos only to indicate the Company's status as an exhibitor at the Exhibition and not to imply any endorsement by ASME.
18. **Exhibitor Services Manual:** Approximately 90 days before the Exhibition, a link to the online Exhibitor Services Manual will be sent to the "Booth Contact" listed above. The Exhibitor Services Manual will include information integral to the Company's participation, including but not limited to: the Exhibition Rules and Regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, decorator, audio/visual, exhibitor display rules and move-in/move-out schedules and insurance information.
19. **General Liability Insurance:** The Company shall provide a Certificate of Insurance evidencing Commercial General Liability insurance. Certificates must be sent to, and received by, ASME 60 days prior to the Exhibition. Failure to provide a Certificate of Insurance will exclude the Company from participating in the Exhibition. Please note that Commercial General Liability Certificates of Insurance must show the following: Combined Single Limit of liability in the amounts of \$1,000,000 per occurrence/\$2,000,000 general aggregate. The certificate holder is ASME. The Additional Insureds are ASME and the Exhibition venue with respect to their vicarious liability arising from the Company's use and occupancy of its booth as described herein. Neither ASME nor the Exhibition venue accepts responsibility for, nor is a bailment created, for property delivered by or to the Company.
20. **Taxes and Licenses:** The Company shall be solely responsible for obtaining any licenses, permits or approvals under federal, state, or local law applicable to its activities at the Exhibition. The Company shall be solely responsible for obtaining any necessary tax ID numbers and permits and for paying all taxes, license fees, use fees, or other fees, charges or penalties that become due to any governmental authority in connection with its Exhibition activities.
21. **Observance of Laws:** The Company shall abide by and observe all federal, state, and local laws, codes, ordinances, rules and regulations of Exhibition venue (including any union labor work rules). Without limiting the foregoing:
 - (a) The Company shall have the sole responsibility for ensuring that its booth is in full compliance with the Americans with Disabilities Act and any regulations under that Act. The Company acknowledges and agrees that, in connection with the Exhibition, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act; and
 - (b) The Company will comply with all applicable laws concerning performance of its obligations under this Agreement, including all guidelines, directives and regulations regarding data collected from attendees. In connection with the collection, generation, transmission, processing, storage, security and use of personal information, the Company will comply with all applicable Data Protection Laws. "Data Protection Laws" shall mean federal, state, provincial and foreign privacy and data security laws and regulations, including without limitation, the European Data Protection Directive (95/46/EC), any successor legislation including without limitation the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any implementing member state national law.
22. **Retail Sales Prohibited:** Retail sales are prohibited during the Exhibition. The Company must not complete sales by receiving payment or delivering its products in the Exhibition venue during the Exhibition. Violation of this rule may result in the Company's booth being repossessed by ASME. Selling, as opposed to order taking, may require payment of state sales tax and could subject the Company to civil or criminal liability for failure to register with State authorities or failure to pay sales tax. The Company agrees to indemnify and hold harmless ASME of and from any liability, cost, damages and expense arising from retail sales conducted by the Company during the Exhibition.
23. **Indemnification, Waiver and Release:** The Company agrees to indemnify, defend and hold harmless ASME, the Exhibition venue, and their respective members, officers, directors, agents, and employees (together, the "Indemnittees") from and against any and all liabilities, damages, actions, costs, losses, claims, and expenses (inclusive of attorney fees) arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law or ordinance by the Company or its employees, agents, contractors, patrons, and invitees. The Company hereby waives each claim that arises or may arise in its favor against any one or more of the Indemnittees for any and all losses or damage covered by insurance. The Company hereby releases each of ASME, the Exhibition venue and their respective officers, directors, members, employees and agents from any and all liabilities, damages, actions, costs, losses, claims and expenses (inclusive of attorneys' fees) arising out of or resulting, in whole, or in part, from any act, omission, negligence, fault or violation of law by ASME, the Exhibition venue or such other persons.
24. **Force Majeure:** Neither party shall be liable to the other party for any failure to perform its obligations under this Agreement if such performance is prevented or delayed by an "Event of Force Majeure." As used herein, an "Event of Force Majeure" shall mean acts of God, war, rebellion, acts of terrorism, civil unrest, riot, governmental regulations, fire, natural disasters, earthquakes, hurricanes, tornados, floods, labor disruptions or strikes, epidemics, pandemics, quarantines or any other circumstance beyond a party's control which such party cannot overcome through reasonable and diligent efforts which makes it inadvisable, commercially impracticable, illegal or impossible for such party to perform its obligations under this Agreement. Where there is a Force Majeure Event, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the Event of Force Majeure and the reasons for the Event of Force Majeure preventing that party from, or delaying that party in performing, its obligations under this Agreement and that party must use its reasonable efforts to mitigate the effect of the Event of Force Majeure upon its performance of the Agreement..
25. **Enforceability, Severability:** If any provision of this Agreement is held invalid or unenforceable under applicable law, such provision shall be ineffective, without invalidating the remaining provisions hereof. The headings of this Agreement are intended for convenience of reference and shall not affect their interpretation.
26. **Entire Agreement:** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and there are no representations, warranties, or undertakings with respect to such subject matter other than those expressly set forth herein.
27. **Amendments:** ASME reserves the right to make reasonable changes, amendments, or additions to these Terms and Conditions that it may deem necessary for the proper conduct of the Exhibition. Any such changes shall be binding on the Company equally with the other Terms and Conditions contained herein.
28. **Governing Law:** This Agreement and these terms and conditions shall be governed by, construed and enforced in accordance with their fair meaning and the laws of the State of New York without regard to the choice of law provisions thereof.

ASME Exhibit Terms and Conditions Revised October 2022