

## TERMS AND CONDITIONS

1. In these Terms and Conditions, the following definitions shall apply:-

"Contract" shall mean the contract established between the Exhibitor and the Organiser, upon the Exhibitor accepting the offer of the Organiser to participate, upon these Terms and Conditions, in the Exhibition. "Exhibition" shall mean the exhibition specified in the Space Application Form. "Space Application Form" means the space application form overleaf duly completed and signed by the Exhibitor. "Exhibition Centre" shall mean the Centre named in the Application Form. "Exhibition Space" shall mean the space allocated to the Exhibitor for its stand at the Exhibition. "Exhibitor" shall mean the person described as such in the Space Application Form who books the floor space and is responsible for payment. "Fees" shall mean the amount payable for the use of the Exhibition Space. "Organiser" shall refer to Greg Grant Australia Pty Ltd trading as Saddlery Trading Company, a company incorporated in Australia and having its registered office at 14 Exeter Way, Caloundra West, QLD 4551.

2. The Exhibitor shall observe and comply with the rules and regulations of the Hyatt Regency Cooloom.

3. All applications for participation shall be made on the prescribed Space Application Form. On receipt of the duly completed and signed Space Application Form and deposit Cheque, the Organiser may register the Exhibitor as a participant in the Exhibition. Space Application Forms received without a deposit are not confirmed. The Organisers reserve the right to accept or refuse any application without giving any reason therefore.

4. The Exhibition space is licensed to the Exhibitor only. The Exhibitor is not permitted to sub-license the Exhibition space, either wholly or in part, without the prior written consent of the Organiser. The Exhibitor shall ensure that any such permitted sub-licensees comply with these Terms and Conditions and shall be responsible for any default of such sub-licensees. The Organiser has the sole and exclusive right to allocate the Exhibition space available to the Exhibitor. The Organiser reserves the right to refuse, amend, change the position, withdraw or otherwise deal with the allocation of space should it, in its opinion be in the general interest of the Exhibition. Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers.

The Organisers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the rules and regulations of the Hyatt Regency Cooloom. The cost of such alteration and removal shall be borne entirely by the Exhibitor

5. All fire, electrical and safety laws and regulations of the Hyatt Regency Cooloom must be strictly observed. The Exhibitor is obliged during the construction and dismantling of its stand to observe the time periods scheduled for such activities. Any solicitation of business or any offering of advertising material, samples or publications by the Exhibitor may take place only within the Exhibition space allocated to the Exhibitor.

The Exhibitor shall ensure that its stand is manned at all times during which the Exhibition is open to visitors and remains continuously open to visitors for the aforesaid periods.

The Exhibitor shall after the expiry of the Exhibition, or such time thereafter as may be specified leave the Exhibition space in the state and condition as it was before the Exhibition and to the satisfaction of the Organiser. If the Exhibitor fails to restore the Exhibition space to the condition as aforesaid, the Organiser may restore same and recover from the Exhibitor the costs of such restoration.

6. The Exhibitor may only exhibit, demonstrate or offer samples of the products and services specified in the Space Application Form. All products and display materials must be contained in your stand area. No staples, nail etc are permitted on the stand walls. Posters and other promotional material for stand walls may be adhered with Velcro.

7. The Organiser will advise the Exhibitors of the dates and times, previous to the openings when exhibits and fittings may be received at the Exhibition venue. All such goods must be brought in and taken out by the entrance and exits specified by the Organiser. Exhibitors must accept the ruling of the Organiser with regard to the short and long term parking of delivery vehicles.

No exhibits will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor must make its own arrangements for transportation of exhibits to and from the Hyatt Regency Cooloom and for storage of exhibits and packaging material. The Organiser will provide to the Exhibitor and their designated permanent stand staff participant's passes, which are non transferable, which procure free access to the Exhibition, according to their entitlement. In the event of any such pass being transferred or otherwise disposed of, the pass will be immediately forfeited and no further pass will be issued. All passes must be signed by the actual holder in ink before being presented.

8. Payment is to be made in the manner set out in the Exhibitor Space Application Form. Payment is to be in 2 instalments according to the terms and schedule specified in the Exhibitor Space Application Form. 30 Days prior to the commencement of the event the combined payment of 100% of the total amount payable will have to be made by the Exhibitor. In the event of non-timely payment by the Exhibitor, the Organiser shall be entitled to terminate the Contract and cancel the Exhibition space and the Contract and Exhibitor's right to participate in the Exhibition shall lapse and cease to be of any effect. In such event, the Exhibitor shall not be entitled to recover any amount paid to the Organiser.

9. During the licence period the Exhibitor shall be responsible for the good conduct of its employees, agents, contractors and sub-contractors who shall be bound by and must observe these Terms and Conditions in all respects. No exhibitor may alter or in any way affect the structure or fixtures of the Hyatt Regency Cooloom. Exhibitors will pay the cost of making good any damaged caused to the Hyatt Regency Cooloom or its fixtures by themselves and/or their contractors or sub-contractors. The Organisers reserve the right to refuse admittance to any visitor.

10. The Exhibitor should ensure that there is in existence prior to its seeking access to the Hyatt Regency Cooloom, a valid insurance policy satisfactory to the Organisers covering theft, public liability, damage to property and effects, personal injury consequential loss and such other risks and in such minimum amount as the Organisers may require. The cost of Insurance is not borne by the Organiser. The Organisers require a copy of the Certificate of Currency of Liability Insurance to be provided with the application form.

11. Participation in the Exhibition takes place entirely at the Exhibitor's risk. The Exhibitor agrees to Indemnify and hold the Organisers harmless, on demand against all claims, liabilities, losses, suits, damages, judgements, expenses, costs and charges of every kind arising out of the default or negligence of, or any damage caused by, the Exhibitor or its contractors or sub-contractors. All exhibits are brought to, displayed at and removed from the Hyatt Regency Cooloom at the Exhibitors own risk and should be safeguarded by the Exhibitor at all times.

The Organisers shall not be responsible for any error or omission relating to the Exhibitor, its equipment, products or services in the listings in the Exhibition's Official Directory or in any promotional material. If any Exhibition is cancelled or postponed due to any force majeure events, the Fees may be reduced by such amount as the Organisers may, at their absolute discretion, think fit. The Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any cancellation, postponement, alteration in character or reduction in scale of the Exhibition. Generally, participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk.

12 This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:-

1. The Hyatt Regency Cooloom and/or the Exhibition Space becomes unfit for occupancy and use or the Exhibition is cancelled.
2. The holding of the Exhibition or the performance of this Contract by the Organisers is substantially or materially interfered with due to any cause or causes not reasonably within the control of the Organisers.
3. The Organisers are not satisfied that proper use is being made of the Exhibition space.
4. Payment of Fees have not been made by the Exhibitor. Refer to clause 8;
5. The Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated.
6. The Exhibitor is in breach of any of these Terms and Conditions or any applicable local legislation, rules or regulations.

Upon termination of this Contract for whatever reason, any allocation of Exhibition Space shall automatically be - cancelled forthwith. All payments made in respect to the Exhibition Space shall be forfeited and the Organisers shall have the right to claim for the balance of the Fees and for any loss or damages suffered by them as a consequence thereof. If the termination of this Contract results other than from cancellation of the Exhibition, the Organisers shall be entitled forthwith to re-licence the Exhibition Space. If the Organisers are able to re-licence the Exhibition Space, they may, at their sole discretion, waive all or part of the Exhibitor's liability for payment of the balance of the Fees. Upon termination of this Contract for whatever reason, all of the Exhibitor's property should be removed by the Exhibitor from the Exhibition Space immediately failing which such property shall be removed and the Exhibition space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a general lien over any property of their Exhibitor in the Hyatt Regency Cooloom in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organiser in connection with the Exhibition.

13. If the performance of the Contract by the Organiser is restricted, prevented, hindered, interfered with or delayed in whole or in part by reason of any cause beyond its - reasonable control (including, but not limited to any order, regulation or direction of any regulatory authority, fire, flood, earthquake, strike, riot, war, civil commotion, embargo, accident, breakdown of plant, buildings or machinery or any other cause whether similar or dissimilar to any cause herein described) or the Organiser decides for any reason whatsoever (to be determined by it in its sole and absolute discretion) to cancel, revoke or terminate the Exhibition or the Exhibition space allocated to the Exhibitor (whether before the opening or during the period of the Exhibition) and whether or not the same shall effect its or the Exhibitor's business or the Exhibition, then the Organiser shall be entitled to cancel, revoke or terminate the Exhibition or the relevant Exhibition space allocated to the Exhibitor with immediate effect by giving notice of same to the Exhibitor. The undertakings made in the confirmation of reservation will cease to apply and the payments already made by the Exhibitor will be refunded. The Exhibitor shall not be entitled to any claim for compensation or damages whatsoever in connection with such cancellation, revocation or termination.

The Exhibitor must notify the Organiser in writing if it wishes to cancel, revoke or terminate the Exhibition space specified in the confirmation of reservation. In the event the Exhibitor gives notice of its intention to or otherwise cancels the Exhibition space allocated to it, whether before the official opening of the Exhibition or during the period of the Exhibition, all payments already made by the Exhibitor shall be forfeited by the Organiser, without prejudice to the Exhibitor's obligations or liabilities to pay all other outstanding amounts then accrued and due and payable under the Contract. In addition, the Exhibitor shall be liable for any costs which the Organiser may have incurred or suffered in setting aside or fitting out the Exhibition space allocated to the Exhibitor. Without prejudice to the Organiser's right to forfeiture and payment, if the Exhibitor has not notified the Organiser of the cancellation, revocation or termination of the Exhibition space by the date falling 24 hours before the official opening of the Exhibition, or has notified the Organiser of such cancellation, revocation or termination, the Organiser may make available the Exhibition space to any other persons without further notice to the Exhibitor or proof of any default.

14. No failure or delay by the Organiser to exercise any right, power or privilege hereunder or other provisions of the Contract shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege of the Organiser is herein provided.

15. Any exhibitor who takes part in the Exhibition must comply with the relevant Legislation rules and regulations of the city/country where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licences and the like as maybe requisite to its participation in the Exhibition.

16. The Contract shall benefit and be binding on the parties, their respective successors and subject to the provisions of this article, any permitted assignee or transferee of some or all of the Exhibitor's rights or obligations under the Contract. The Exhibitor may not assign or transfer all or part of its rights or obligations under the Contract except with the Organiser's prior written consent. The Organiser shall be entitled to transfer all or part of its rights, benefits and obligations under the Contract to any party as it shall in its absolute discretion deem fit.