

FREEMAN

Terms and Conditions of Business

(Exhibitor Clients) Updated [] 2014

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1 Interpretation:

1.1 **Definitions.** In these Terms and Conditions, the following definitions apply:

Build Up Period:

The Build Up Period is the period utilized to construct and install exhibition stands and facilities, such period being specified by the Event Organiser.

Client:

An Exhibitor that has entered into a Contract in connection with its Exhibition at an Event.

Client Order:

An Exhibitor Order Form completed by the Client and issued to Freeman (where Freeman also provides Event Services to the Event Organiser), or an order placed in writing in acceptance of a Quotation.

Client Order Acceptance:

Freeman's confirmation that the Client Order has been received and accepted by Freeman which may be evidenced by the issuance of an invoice, or by confirmation in writing (including by email) from Freeman to the Client.

Contract:

The contract between Freeman and the Client for the supply of Services in accordance with these Terms and Conditions.

Cut Off Date:

Unless otherwise stated the Cut Off Date will be 30 calendar days prior to the first day of the Build Up Period.

Construction:

The process of building exhibition stands, features and associated graphics in connection with an Exhibition or Event.

Duration of the Event:

The period comprising the Build Up Period, Open Period and Pull Out Period.

Equipment:

All equipment, property, plant, machinery, Interior Fittings, electrics, lightings, furnishings and other items supplied by Freeman to the Client in connection with the supply of Services.

Event:

An Event means any event which may consist of exhibitions, seminars, conferences, receptions or gatherings where Freeman's Exhibition Services or Other Services are provided.

Event Organiser:

The organiser or promoter of an Event which may be, but will not necessarily be, a client of Freeman's.

Exhibition:

A Client's exhibition or stand at or in connection with an Event.

Exhibition Services:

Exhibition Services includes the supply of Equipment and labour for the Construction and installation of the Client's stand at an Exhibition.

Exhibitor:

An individual or organisation, contracting with the Event Organiser to take space at an Event.

Exhibitor Manual(s):

Manuals issued to Clients in connection with an Event.

Exhibitor Order Forms:

Freeman's standard order form which Clients use to order Services from Freeman. The Exhibitor Order Forms may be sent by the Client to Freeman in paper or electronic form.

Force Majeure Event:

Has the meaning given to it in section 15.

Freeman:

Means The Freeman Company (UK) Limited (a company registered in England and Wales with company number 8428643), or any of its subsidiaries from time to time.

Fully Costed Rate:

The Fully Costed Rate is the hourly cost of labour, incorporating a pro rata proportion of indirect costs and overheads from time to time, such rate being available to the Client upon request from Freeman

Hired Equipment:

Equipment which is hired (and not Purchased Equipment) by the Client from Freeman in connection with

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the Services.

Interior Fittings:

Interior Fittings comprise optional extras including shelving, storage, security sheet, special flooring, ceiling covers, notice boards, coat racks, garment rails, panel colour changes, literature racks, curtains, additional wall panels and doors.

Late Orders:

Client Orders received after the Cut Off Date.

Open Period:

The period during which an Event is open to visitors.

Other Services:

Other Services include, but are not restricted to, the hire of furniture, carpets and carpet tiles, electrical fittings, flowers and management and consultancy services.

Price:

The price for Freeman's Services set out in Exhibitor Order Forms, or a Quotation, or the price otherwise agreed between the parties.

Pull Out Period:

The period after the Open Period during which an Event is dismantled.

Purchased Equipment:

Equipment purchased outright by the Client from Freeman in accordance with section 11

Quotation:

A quotation provided by Freeman to an Exhibitor where the Event Organiser is not a client of Freeman's. The Quotation sets out the total cost for a prospective Client Order.

Services:

Exhibition Services and/or Other Services provided by Freeman

Site:

Location of the Event.

Site Orders:

Client Orders placed during the Build Up Period and the Open Period.

Surcharge Rates:

The surcharge rate as set out in an Exhibitor Order Form from time to time.

Terms and Conditions:

These terms and conditions of business as amended from time to time.

1.2 Construction.

In these Terms and Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

TERMS AND CONDITIONS

2 INTRODUCTION

- 2.1 The Client Order constitutes an offer by the Client to purchase Services (including the hire of any Equipment) from Freeman in accordance with these Terms and Conditions. For the avoidance of doubt, where a Quotation is provided by Freeman to the Client, that Quotation does not constitute an offer to provide Services.
- 2.2 Without prejudice and subject to section 3.2, the Client Order shall only be deemed to be accepted when Freeman issues a Client Order Acceptance at which point and on which date the Contract shall come into existence.
- 2.3 In placing a Client Order with Freeman, the Client accepts, with no reservations, that the Contract (including these Terms and Conditions) constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any other document, prior written or oral agreement, statement,

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representation or warranty. These Terms and Conditions apply to the Contract to the exclusion of any Client's terms and conditions of purchase or hire, or any other terms that the Client seeks to impose or incorporate.

2.4 Freeman will supply the Services in accordance with these Terms and Conditions.

3 ORDERS

3.1 ORDER PLACING

3.1.1 A Client Order must be evidenced in writing by the Client sending to Freeman a completed Exhibitor Order Form, or as otherwise agreed. Except where otherwise stated, these Terms and Conditions will apply to Exhibitor Order Forms, Site Orders and any other sales orders placed with Freeman by a Client and apply to any variation or cancellation of a Client Order.

3.1.2 With the exception of Site Orders, all Client Orders must be received before the Cut Off Date. Unless otherwise agreed, all Late Orders will be subject to Surcharge Rates and the terms set out in the Exhibitor Order Forms. The Surcharge Rates will also apply to any Client request to change a Client Order and / or additional Client Orders made after the Cut Off Date.

3.2 ORDER ACCEPTANCE

3.2.1 Acceptance of a Client Order by Freeman will be evidenced by the delivery of a Client Order Acceptance by Freeman.

3.2.2 Acceptance of a Client Order is conditional on timing of the Client Order (section 3.1.2 above) and on the availability of Equipment. Freeman reserves the right to supply in lieu and in place of the Equipment ordered, any Equipment which is substantially similar and is fit for the general purpose of the required items of Equipment.

3.3 ORDER CANCELLATION

3.3.1 If a Client cancels a Client Order before the [Cut Off Date], then Freeman will refund the amount paid by the Client in respect of that Client Order less any costs incurred by Freeman for any work undertaken by Freeman in order to fulfil the Client Order at Freeman's Fully Costed Rate.

3.3.2 If a Client cancels a Client Order after the period set out in 3.1.1 above, but before the [10] day period prior to the first day of the Build Up Period, then Freeman will refund [50%] of the amount paid by the Client less any costs incurred by Freeman for any work undertaken by Freeman in order to fulfil the Client Order at Freeman's Fully Costed Rate.

3.3.3 A client will not be entitled to any refund for cancellations made after the period set out at 3.3.2 above.

3.4 SITE ORDERS

3.4.1 Any Site Order placed by a Client will be charged at the Surcharge Rate as detailed in the Exhibitor Manual or the Exhibitor Order Form, or as otherwise agreed between the parties.

3.4.2 Site Orders are subject to availability and the terms set out in the Exhibitor Order Form for Late Orders.

3.4.3 Priority will be on a first come first served basis. In accepting such Client Orders no guarantee is expressed or implied that the Client Order will be satisfied prior to the commencement of the Open Period.

4 PRICES AND VARIATIONS

4.1 PRICE

4.1.1 The Price for Services is as described in the Exhibitor Order Form.

4.1.2 The Price for Hired Equipment is for the Duration of the Event for which such Hired Equipment is made available for hire by the Client (provided the total hire period does not exceed 14 days). A delivery charge may be applied and such charge will be included in the Exhibitor Order Form.

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4.1.3 All Prices quoted are exclusive of VAT.

4.2 VARIATIONS

Where a Client wishes to amend a Client Order, the Client must deliver to Freeman a revised Exhibitor Order Form or a replacement order form marked clearly by the Client as a "variation" to a previous Client Order. Where the revised Client Order results in an increase to the Price, the additional amount due will become payable by the Client at the time the revised Client Order is provided to Freeman. Any work that is cancelled as part of the variation to the Contract during the periods set out in section 3.3 will be subject to the terms set out at section 3.3.1 and such costs will be incorporated in the revised Price. Labour time incurred by Freeman or its contractors will be charged at Freeman's Fully Costed Rate.

4.3 CHANGE ORDERS

The design and Construction in respect of an Event or Exhibition, and the Services provided by Freeman to the Client will be subject to the conditions set out and defined by the Event Organiser. Freeman will take into account all appropriate constraints and costs associated with the timely Construction within the timescales set by the Event Organiser and notified to Freeman. To the extent that Freeman has no control over such conditions, Freeman's Prices will be subject to change as follows, and any additional costs payable by the Client will be set out in further invoices provided by Freeman to the Client:

- 4.3.1 In the event that there are changes to the dates for the **Build Up Period or Pull Out Period** or times of the Opening Period of the Event such that additional labour is required to meet the new timescales, the modified Price to the Client will represent the additional labour (and materials where appropriate) incurred in order to meet the new timescales or requirements. The charges for additional labour will be calculated using Freeman's Fully Costed Rates.
- 4.3.2 If **truck or fork truck access** to the Site changes from that described to Freeman by the Client, any additional costs incurred by Freeman in respect of these items will be passed on to the Client together with a handling charge of 10% of the invoiced amount.
- 4.3.3 For additional costs due to a **change in the Site**. Such additional costs incurred for materials and sub contract services together with Freeman's Fully Costed Rates in respect of additional labour will be passed onto the Client together with a handling fee of 10% of amounts invoiced from sub-contractors.
- 4.3.4 If, after the Client Order has been received by Freeman, the Event Organiser or any authorities including police, fire service, or local authorities **changes the conditions and rules** governing the construction, health and safety, or any other matter which may affect Freeman's supply of Services, then any additional costs incurred by Freeman will be invoiced on the same basis as set out in section 4.3.3 above.
- 4.3.5 Where the Client requires design changes in accordance with sections 4.2.1 and/or 4.2.2 required additional design time shall be charged at Freeman's Fully Costed Rate for time spent on revising drawings, work schedules and associated administration.

5 DELIVERY

- 5.1 Any dates quoted for delivery of Equipment are approximate only, and the time of delivery is not of the essence. Freeman shall not be liable for any delay in delivery of Equipment that is caused by a Force Majeure Event or a failure by an Event Organiser to give access to the Site or the Client's failure to provide Freeman with adequate delivery instructions or any other instructions that are relevant to the delivery of the Equipment.
- 5.2 Freeman may deliver the Equipment by instalments.
- 5.3 It is the duty of the Client to provide at an Event, a duly authorised representative to accept delivery of the Equipment and any other goods ordered, and, if required by Freeman, to provide a written receipt. Acceptance of delivery by such representative shall constitute evidence that the Client has examined the Equipment and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

6 WARRANTY

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- 6.1** Freeman warrants that (i) on delivery, the Equipment shall substantially conform to the Exhibitor Order Form, be of satisfactory quality and fit for the purpose held out by Freeman; and (ii) Services will be provided using reasonable skill and care.
- 6.2** Provided the Open Period has not commenced, in the event of non-delivery or if the Client is not satisfied that the Equipment ordered has been delivered in conformity with section 6.1 above, then the Client must notify a member of Freeman team on Site immediately, and in any event prior to the commencement of the Open Period of the Event. If the Client is not satisfied with the remedial action proposed or taken by Freeman, the matter should be raised with a senior member of Freeman team on Site. If the Equipment is supplied following a Site Order, then the Client must raise any concern immediately.
- 6.3** In the event of a complaint or dispute that cannot be resolved on Site, the Client will submit its complaint in writing to Freeman as soon as possible and in any event, within [3] days of the Event's Open Period commencing. Freeman will consider the complaint and respond to the Client within 10 business days.
- 6.4** Subject to sections 6.1 – 6.3, and on Freeman being given a reasonable opportunity to examine the Equipment concerned, Freeman shall, at its option, repair or replace the defective Equipment, or refund the Price paid for the defective Equipment.
- 6.5** Freeman shall not be liable for the Equipment's failure to comply with section 6.1 if:
- 6.5.1 Client makes any further use of the Equipment after raising a complaint under section 6.2;
 - 6.5.2 The defect arises because Client failed to follow Freeman's oral or written instructions as to the storage, installation, commissioning or use of the Equipment or good trade practice;
 - 6.5.3 The defect arises as a result of Freeman following any specific specifications or drawings supplied by the Client;
 - 6.5.4 The Client alters or attempts to repair the Equipment without Freeman's written consent;
 - 6.5.5 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 6.5.6 The Equipment differs from its description as a result of changes made to comply with applicable statutory or regulatory standards.
- 6.6** If, after return, apparently defective Equipment is found by Freeman to meet specification and is fully operational, then the Client will be charged for Freeman's costs in recovering and replacing the item with all costs calculated at the at Freeman Fully Costed Rate.
- 6.7** Except as provided in this section 6, Freeman shall have no liability to Client in respect of the Equipment's failure to comply with section 6.1.

7 HIRED EQUIPMENT

- 7.1** All Equipment and any other goods supplied by Freeman shall be on hire only (Hired Equipment) unless otherwise agreed between the parties in accordance with section 11 below.
- 7.2** From its delivery, the risk of loss, theft, damage or destruction of the Hired Equipment shall pass to the Client. The Client will be responsible for the safety of Freeman's Hired Equipment throughout the Duration of the Event and until the Hired Equipment is collected from the Site by Freeman or returned to Freeman's premises, and will be responsible for any damage to Freeman's Hired Equipment caused by the actions of the Client or its customers or visitors to its Event.
- 7.3** Hired Equipment shall at all times remain the property of Freeman and the Client shall have no right, title or interest in or to the Hired Equipment (save the right to possession and use subject to these Terms and Conditions).
- 7.4** Freeman shall enter the Site to collect and to remove its Equipment following the expiry of the Open Period and before the end of the Pull Out Period.
- 7.5** During the period of hire, the Client undertakes:
- 7.5.1 To use the Hired Equipment in accordance with its usual purpose, to do nothing nor allow anything to be done that could lead to its damage or its disappearance, to give it the normal maintenance required, to maintain, at Client's expense, the Hired Equipment in good and substantial repair, and to comply with Freeman's particular recommendations, specific advice for use, and appropriate warnings including any warnings in these Terms and Conditions, the Exhibitor Order Form, any specifications sheets, any oral or other advice given by Freeman and/or any documents handed over to the Client on delivery of the Equipment.
 - 7.5.2 To keep the Hired Equipment fully insured to its full replacement value against all risks and not to do anything which might invalidate the insurance. Clients are reminded that the period of the insurance shall include at least five days prior to the Opening Period of the Event for which the

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- Hired Equipment is hired, and at least five days after the Opening Period has concluded.
- 7.5.3 Not to carry out any modification or repair to the Hired Equipment whatsoever.
 - 7.5.4 Not to nail, apply adhesive or paint, or damage the Hired Equipment in any way without Freeman's written consent.
 - 7.5.5 To permit any of Freeman's representatives or persons authorised by the latter, unrestricted access to the Hired Equipment installed for purposes of maintenance or inspection.
 - 7.5.6 To return goods to Freeman free of any mortgage, charge, lien or any other encumbrance.
 - 7.5.7 To be responsible for any electrical item connected to a socket or mains connection installed by Freeman and to accept full responsibility and all consequential costs resulting from the connection of a faulty or inappropriate electrical item connected to a socket or mains connection installed by Freeman.
 - 7.5.8 Not use the Hired Equipment for any unlawful purpose.
 - 7.5.9 When requested by Freeman, to ensure the Hired Equipment is identifiable as being Freeman's property.
 - 7.5.10 To pay Freeman an amount equal to the cost of repair or replacement (as appropriate) for any item of Hired Equipment damaged whilst in the care of the Client however caused.
 - 7.5.11 To indemnify Freeman on demand against all losses, costs, charges, damages and expenses incurred as a result of a breach of this section 7.5.
- 7.6** Freeman disclaims all responsibility concerning documents, objects, samples, Hired Equipment or other goods present in / under / on the Hired Equipment hired by the Client.
- 7.7** All Hired Equipment should be emptied of personal belongings immediately at the end of the Open Period of the Event, in order that Hired Equipment may be removed from Site as quickly as practicable. Freeman accepts no responsibility for the safe custody of goods left in cabinets, draws or any other storage items.

8 PAYMENT

- 8.1** Unless otherwise agreed, all Client Orders placed using Exhibitor Order Forms must be accompanied by full payment.
- 8.2** Payments in respect of any other invoice raised by Freeman must be made in accordance with the terms of Freeman's invoice.
- 8.3** All payments made to Freeman must include VAT, and payments may be made by cheque, banker's card, draft (deemed without costs and returned accepted by the Client within eight working days from its being sent), promissory note or transfer or with the payment of an additional charge by credit card as set out in the Exhibitor Order Form or Freeman invoice.
- 8.4** In the event of late payment, with reference to the terms detailed in the Exhibitor Order Form or an invoice issued by Freeman, Freeman reserves the right to charge interest at a rate of 5% per annum over the HSBC Bank Plc base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 8.5** The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. Freeman may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Freeman to the Client (if any).
- 8.6** The Client will not be granted any discount for early payments except as specifically set out in the Exhibitor Order Form.
- 8.7** Unless otherwise agreed in writing by Freeman, and without prejudice to any other right or remedy available to Freeman, the Client's failure to pay any sums due on or before the due date specified in an invoice will give Freeman the right to suspend the Contract or terminate the Contract with immediate effect.

9 SITE STANDARDS AND EXHIBITION CONSENTS

- 9.1** The Client warrants that it has all necessary consents and licences required in connection with the Client's Exhibition and its participation at the Event and the Services to be supplied by Freeman including consent of the Event Organiser.
- 9.2** The Client undertakes to comply with all conditions imposed by the Event Organisers or any promoters of the Event or of the Site and shall be solely responsible for obtaining written consent from those persons for any modifications or waivers of those conditions (as required).
- 9.3** Any failure to meet the warranties and undertakings set out at sections 9.1 and 9.2 above will result in a

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material breach of the Contract. Freeman will be entitled to terminate the Contract and (without prejudice to the indemnity provisions in section 9.4 below) will be entitled to reimbursement on the basis of section 3.3 above.

- 9.4** The Client undertakes to fully indemnify Freeman against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Freeman resulting from a failure of the Client to observe the provisions in this section 9.

10 DAMAGE TO SITE

Any damage caused to the Site from the supply of Equipment or Services, or the use of the Equipment will be the sole responsibility of the Client except for damage caused as a result of Freeman's negligence. Freeman accepts no responsibility for damage which arises as a direct consequence of actions taken based on the specific instructions received from the Client (whether in writing or orally).

11 SALE OF EQUIPMENT

- 11.1** In some limited circumstances, a Client may wish to purchase outright some or all of the Equipment (Purchased Equipment) in connection with, or separate to any Services provided by Freeman. If a Client wishes to purchase any Equipment, it must first request a quotation ("Quotation") from Freeman for the Equipment required. A Quotation shall not constitute an offer, and is only valid for a period of [14 days] from its date of issue. Written acceptance of a Quotation will constitute an offer by the Client to purchase Equipment. The issuance of an invoice by Freeman to the Client will constitute an acceptance of the Client's offer to purchase Equipment. The Client must pay for all Equipment ordered under this section 11.1 in accordance with the payment terms in section 8.
- 11.2** Title to any Equipment purchased in accordance with this section 11 shall not pass to the Client until the Price in respect of that Equipment and any interest (where applicable), has been fully paid in cleared funds. If the Client wishes to transform, resell, or incorporate Purchased Equipment into other goods it shall first pay to Freeman the balance in full.
- 11.3** The transfer of risk takes place when: (i) the Client is notified that the Purchased Equipment is available to the Client for collection at a location specified in the Quotation or otherwise agreed (including at Freeman's workshops); or (ii) when Freeman delivers the Purchased Equipment on Site. Consequently, it is the Client's obligation to check the state of the Purchased Equipment in Freeman's presence and to carry out any recourse against it in the event of damage.

12 INTELLECTUAL PROPERTY RIGHTS, ILLUSTRATIONS AND PHOTOGRAPHS

- 12.1** All Intellectual Property Rights shall remain the exclusive property of the party owning it. Any future Intellectual Property Rights created in connection with any Contract shall vest in and be owned absolutely by the party creating or developing it. For the avoidance of doubt, the Intellectual Property Rights in any floor plans, designs, sales literature or any other literature prepared or originated by Freeman belongs to Freeman.
- 12.2** Each party shall use reasonable endeavours not to do anything which may damage the other party's Intellectual Property Rights.
- 12.3** For the avoidance of doubt, all designs, drawings, plans, models and any other materials prepared by Freeman remain Freeman's property and its copyright and are provided to Clients solely for their use in connection with Contracts for the purchase of Services.
- 12.4** Any samples, drawings, illustrations, photographs and other descriptive matter featured in the sales documentation (irrespective of the medium) are for guidance only are not binding specifications and shall not form part of the Agreement or any Client Order or have any contractual force.
- 12.5** Clients may photograph work carried out by Freeman for their own marketing purposes only and attention is drawn to section 12.2 above regarding the use of Freeman designs.

13 LIMITATION OF LIABILITY

- 13.1** Without prejudice to clause 13.2, Freeman's maximum aggregate liability for breach of the Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the

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Price paid for the Services in connection with that Contract.

- 13.2** Nothing in the Contract or these Terms and Conditions shall exclude or in any way limit:
- 13.2.1 either party's liability for death or personal injury caused by its own negligence;
 - 13.2.2 either party's liability for fraud or fraudulent misrepresentation; or
 - 13.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 13.2.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 13.2.5 any other liability which cannot be excluded by law.
- 13.3** The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4** Without prejudice to clause 13.2, Freeman shall under no circumstances be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

14 TERMINATION

- 14.1** Without affecting any other right or remedy available to it, Freeman may terminate the Contract with immediate effect by giving written notice to the Client if:
- 14.1.1 the Client fails to pay any amount due under the Contract or pursuant to an invoice on the due date for payment;
 - 14.1.2 the Client commits a material breach of any other term of the Contract or these Terms and Conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [5] days after being notified to do so;
 - 14.1.3 the Client repeatedly breaches any of the terms of the Contract or these Terms and Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - 14.1.4 due to the Client's default, Hired Equipment is, in Freeman's reasonable opinion or the opinion of its insurer(s), damaged beyond repair, lost, stolen, seized or confiscated; or
 - 14.1.5 the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- 14.2** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.2.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
 - 14.2.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
 - 14.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company);
 - 14.2.4 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
 - 14.2.5 the holder of a qualifying floating charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 14.2.6 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 14.2.7 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days; or
 - 14.2.8 any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.1 to

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clause 14.2.7 (inclusive).

14.3 Upon termination of the Contract, however caused:

14.3.1 Freeman's consent to the Client's possession of Hired Equipment shall terminate and Freeman may, by its authorised representatives, without notice and at the Client's expense, retake possession of the Hired Equipment, or Purchased Equipment which has not been paid for in full and for this purpose may enter the Site or any premises at which the Equipment is located; and

14.3.2 without prejudice to any other rights or remedies of the Client, the Client shall pay to Freeman on demand:

14.3.2.1 all sums due but unpaid at the date of such demand together with any interest accrued;

14.3.2.2 any costs and expenses incurred by Freeman in recovering the Equipment and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).

15 FORCE MAJEURE

15.1 For the purposes of these Terms and Conditions, Force Majeure Event means an event beyond the reasonable control of Freeman including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.2 Freeman shall not be liable for delay in performing or failing to perform any obligation under these Terms and Conditions if any such delay or failure results from a Force Majeure Event.

15.3 Freeman's obligations for completion of the Contract will be suspended for the duration of a Force Majeure Event. Should Freeman be unable to resume its obligations before the Open Period of the Event, Freeman and the Client shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party. All costs incurred by Freeman in connection with the Contract up to that point will remain the liability of the Client and will be payable within the period set out in Freeman's invoices.

15.4 If Freeman is unable to provide all or any of the Equipment and/or Services ordered by the Client under the Contract during the whole or part of the Duration of the Event as a result of a Force Majeure Event, Freeman's liability shall be limited to the return of a corresponding proportion of the monies paid by the Client for such Services which were not delivered or provided and Freeman shall not be liable to the Client for any loss or consequential costs.

16 GENERAL

16.1 Variation. Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing.

16.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.3 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.4 Assignment and other Dealings. Freeman may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Client shall not, without the prior written consent of Freeman, assign, transfer, charge, subcontract, declare a trust over or deal in

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any other manner with all or any of its rights or obligations under the Contract.

- 16.5 Notices.** Any notice or other communication given to a party under or in connection with the Contract and these Terms and Conditions shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this section, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in this section 16.5; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by by fax or e-mail, one Business Day after transmission.
- 16.6 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.7 Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.8 Governing law and Jurisdiction.** The Contract (including these Terms and Conditions) and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).