

# GENERAL TERMS AND CONDITION

## **1. ADHERENCE TO THE GENERAL CONDITIONS OF RENTAL AND LAYOUT OF SPACES**

These General Conditions are applicable to all exhibitors requesting admission to the Canada International Meat Exhibition (hereinafter "MeatEx Canada), organized by Farasoo Holding Corporation (hereinafter the "Organizer") taking place at Enercare Center (hereinafter the "Venue").

The Organizer's contact information is as follows:

Head office: 500 King Street West, Suite 300, Toronto, Ontario, M5V 1L9

Phone: + 1 437-836-3587

Fax: + 1 437-836-3501

Website: [www.meatexcanada.com](http://www.meatexcanada.com)

MeatEx Canada is reserved for professional visitors from the Meat industry as well as public visitors. These visitors must pay for entrance and the rate is set by the Organizer. Children under 19 years of age (except for student groups), as well as animals (except for guide dogs) are not allowed on the Venue at any point. The Organizer does not offer daycare services on-Venue.

The Exhibitor, in the context of their request to reserve a space and by their signature of the registration form, declare having read the present General terms and Conditions, to have accepted them, to be satisfied with them, and declare that they will take cognizance of the exhibitor services Guide, and comply with both these documents. In particular, the Exhibitor declares having taken cognizance of the dates, location and times of MeatEx Canada.

Any admission to MeatEx Canada implies the Exhibitor's total and complete adherence to the present General Terms and Conditions, as well as to the entirety of the documents which are defined therein and releases the Exhibitor from having any contradictory documents take precedence, in particular, over its own general conditions of purchase. Any modification or proviso introduced by the Exhibitor, in any way whatsoever, to this document, or to one of the documents referred to herein, will be considered null and void. Finally, it is expressly stated that the Exhibitor's admission to MeatEx Canada in no way requires, under any circumstances, that the Organizer admit the Exhibitor to future editions of MeatEx, nor does not it confer on the Exhibitor any right to reservation or priority in this regard.

## **2. REGISTRATION**

Any registration form for MeatEx Canada is subject to prior examination by the Organizer, who alone is empowered to validate this request. During this screening, the following will be assessed and verified, without this list being exhaustive:

- the solvency of the applicant;
  - the compatibility of their activity with MeatEx Canada's portfolio;
  - the suitability of its products and services relative to MeatEx Canada's position;
- Any type of proselytism or activism which may interfere with the smooth running of MEATEX CANADA is strictly prohibited.

Any registration form submitted by candidates that are debtors to, and/or in a legal dispute with, the Organizer will not be taken into account.

Unless the Organizer refuses the registration form within a period of one (1) month of its receipt by mail or by email, the submitting of the online registration form (or any hard copies) constitutes a firm and irrevocable commitment on the part of the Exhibitor to pay the full amount of its registration at MeatEx Canada.

The rejection of a registration form is a discretionary decision on the part of the Organizer for which the Organizer does not need to justify itself and which cannot give rise to damages or interest.

The Organizer reserves the right not to process reservation requests for spaces that were submitted after the specified registration deadline. After this date, the Organizer cannot guarantee the availability of the proposed space layouts.

Registration Fee – Direct Exhibitor or Pavilion Organizer

Registration fees include:

- 2 exhibitor badges per 100 sq. ft.
- 3 visitor invitation (free tickets) per 100 sq. ft.

- Registration on the official show guide
  - Registration on the online exhibitor list
  - Access to the online matchmaking program
  - Access to all side events (except workshops)
  - 1 invitation per 100 sq. ft. to the networking cocktail party \*
- \* Extra invitations can be bought for 150\$ per person through the exhibitor panel.

Each exhibitor is only allowed to display his or her own brand and products. If an exhibitor intends to show another product or brand in its booth, it will be considered as a co-exhibitor and therefore a Registration fee must be paid for each co-exhibitor. In addition, the exhibitor must provide the necessary documentation and permits for displaying products and brands other than his or hers.

### **3. BILLING TERMS AND PAYMENT**

All prices indicated in documents from the Organizer, or on the MeatEx Canada website, are in Canadian dollars and do not include taxes. In accordance with the legal and regulatory provisions applicable to services and products, prices will be increased at the taxation rate then in effect.

Non-resident exhibitors must pay the GST/HST on exhibition space and related convention supplies rented or purchased.

Applications received before March 25, 2023, will receive a 10% discount on space only. The discount is applicable only if a 30% down payment is made within 14 days from the date of invoice issue. If the «Down payment» is not sent on time, the exhibitor loses the discounted price first invoiced and will be immediately invoiced at the regular price.

30% down payment must be paid within 14 days from the date of invoice issue.

Please note that Down payments are not refundable.

The remaining 70% must be settled at last 2 months prior to the exhibition, otherwise In the event of non-payment of the balance by the deadline, the Organizer reserves the right to make use of the space in question and/or shall be entitled to prohibit the Exhibitor from occupying the reserved space; in any case, the total amount of the invoice remains due to the Organizer.

Cancellations after receiving the exhibitor's confirmation on the offered space will be charged a 100% cancellation fee. Cancellations before allocation will be charged 30% cancellation fee.

Booking forms received less than 3 months before the exhibition will be invoiced at 100% payment. Exhibitors will be automatically billed \$ 17.50 per bank transfer received.

### **4. PAYMENTS – LATE OR NON-PAYMENT**

Spaces will be made available to exhibitors only after payment of their balance. In the event of non-payment of the balance by the deadline, the Organizer reserves the right to make use of the space in question and/or shall be entitled to prohibit the Exhibitor from occupying the reserved space; in any case, the total amount of the invoice remains due to the Organizer.

### **5. MODIFICATION OF SPACES THAT HAVE BEEN ORDERED**

Any request to modify spaces that have been ordered must be made in writing to the Organizer. For surface modification, 100% of the original booking will be due.

### **6. DISCLAIMER**

Any cancellation on the part of the Exhibitor must be submitted to the Organizer in writing. In the event of complete or partial cancellation (reduction in space) by the Exhibitor, of its inclusion in MeatEx Canada, at any time whatsoever and regardless of the cause, the following rules shall apply: For cancellations the sums already paid shall remain vested in the Organizer and the outstanding sums become immediately payable; the same applies in the event of rental of the location to another Exhibitor. In addition, the Exhibitor shall pay all other current bills, including complementary service orders. It is stated that in the event that an Exhibitor does not occupy its space with twenty-four (24) hours of MeatEx Canada's opening, and this, whatever the cause, the Organizer can

consider that the Exhibitor has cancelled its participation at MeatEx Canada and the above conditions will apply.

#### **7. LIABILITY AND INSURANCE**

Exhibitors are responsible for their employees, agents, suppliers and contractors, as well as those parties' own employees or agents, during their presence on the Venue and at MeatEx Canada and must ensure payment of their services in accordance with applicable laws and regulations. The Organizer is not liable for damages the Exhibitor might incur due to its employees or third parties, nor for damage or theft of the Exhibitor's property, including during the setup and dismantling periods.

As a result, the Exhibitor undertakes to subscribe to, before the scheduled setup date for MeatEx Canada, and to maintain, insurance policies necessary for its activities during MEATEX CANADA, including during setup and dismantling, as well as for injury and death, theft and fire, and against any liability that may arise to a minimum of two million Canadian dollars (\$2,000,000), which must then be deemed satisfactory by the Organizer. The Organizer can request that the Exhibitor submit proof of its subscription to such policies by sending a copy of said policies to the Organizer, accompanied by proof of payment of the premium for the duration of MeatEx Canada covering the setup and dismantling periods within thirty (30) days of the signing of the registration form. The Exhibitor agrees to hold harmless and indemnify the Organizer of all liability for damages, claims, adjudication costs or legal costs resulting from loss or damage to property and to third parties, as well as personal injury or death, related to the use of its space.

#### **8. SUBLETTING / CO-EXHIBITION**

The Exhibitor may not do any advertising of any kind whatsoever for non-exhibiting companies, unless they have been registered as co-exhibitors. Co-exhibitors must be registered latest by 1 month before the exhibition and the Exhibitor must pay for each company present at its space, for registration fees and this, before the setup period. The Exhibitor is the guarantor of the compliance of companies that are present at its space with the present General Terms and Conditions and exhibitor services. It is responsible for any violation of the presents committed by the companies present at their space. Moreover, the Exhibitor guarantees the Organizer against all rights of recovery, disputes, charges, convictions and various disbursements that could result from the companies' presence at its space relative to their participation in MeatEx Canada Each exhibitor is only allowed to display his or her own brand and products. It is also prohibited to show another product or brand in its boot without first receiving written approval from the Organizer. The exhibitor must provide the necessary documentation and permits for displaying products and brands other than his or hers.

#### **9. SPACE**

Information about the installation and clearing of the spaces is available in the on the website of MeatEx Canada. The location and stand number attributed by the Organizer to the Exhibitor will be communicated through a layout plan, at a time determined by the Organizer. The Exhibitor will take possession of its space according to the timetable assigned by the Organizer.

All spaces must, at all times during the exhibition, be clean and impeccable. Packaging, or anything not directly related to the presentation of products, shall be put out of sight. At least one of the Exhibitor's representatives must always be present at the space during MeatEx Canada's opening hours, and the Exhibitor cannot dismantle or remove its products before the closing of MeatEx Canada on the last day of the exhibition at 16 pm.

##### **a) Layout of the spaces**

The Organizer will make the Exhibitor aware of the dimensions in the most accurate manner possible. However, the Exhibitor has the responsibility to verify these prior to setting up the space. The Organizer cannot be held responsible for differences between the dimensions indicated and those actual verified on the Venue. The Exhibitor must abide by the actually verified dimensions on the Venue and otherwise, if in the opinion of the Organizer, it causes harm to its neighbor, it must change its installation or pay the necessary fees for the Organizer to modify its installation. Exhibitors with self-build

customized stand must submit the construction plans latest 2 months before the exhibition.

Exhibitors who have a pop-up display must rent the booth package to meet the general ambiance and safety standards of MeatEx Canada. In all cases, hard partitions as well as floor coverings are mandatory.

The presentation of products must only occur within the walls of the space, so as not to encroach on the aisles and not to disturb any nearby Exhibitors. In the event of infringement, the Organizer can make the offending Exhibitor remove products and materials at the Exhibitor's expense.

The Exhibitors will create an atmosphere that is connected to the products they are presenting and will lend importance to the general decoration of their space.

The equipment and products must be fireproof and arranged in an aesthetically pleasing manner.

The Exhibitor is required to respect the spaces' and signs' maximum heights as laid out by the Organizer.

All Exhibitors must have their space's layout and material-installation plans as well as equipment validated by the Organizer within the deadlines the Organizer has established, either directly or through a third-party service provider. Once validated, this layout plan cannot be modified.

#### b) Enjoyment of the Space – Legal and Regulatory Compliance

The Exhibitor undertakes to comply with any legal or regulatory requirements applicable to its activity and/or the activities and services it would like to develop through its participation in MeatEx Canada. In this regard, it will undertake mandatory reporting and shall obtain any authorization or license required so that the Organizer cannot, under any circumstances, have cause for concern.

Finally, the Exhibitor agrees not to cause any discomfort (sound, olfactory or otherwise) with respect to nearby Exhibitors so as not to do any harm to the organization of MeatEx Canada.

#### c) Degradation

Unless otherwise stated, the location and equipment placed at the disposal of the Exhibitor by the Organizer shall be deemed in good condition.

The rented Venue and/or equipment provided as part of the layout of the space must be returned to the Organizer in a good state of use. All damage caused to the building or land occupied and detected during the delivery of the space will be invoiced to the Exhibitor.

### **10. PERMITTED PRODUCTS, BRANDS AND SERVICES**

Only products that are part of the product group found on the Organizer's website will be allowed. Although available spaces are reserved in priority to products, specific services relating to the aforementioned products may also be allowed.

At their space, the Exhibitor may not display other than the allowed products, brands or services listed in their registration form.

The Exhibitor declares and guarantees to be the holder of the intellectual property rights attached to the products or services presented at their space, or have been authorized by the holder of those rights to present these products, brands or services at their space.

The Exhibitor certifies that products or services conform to the safety standards imposed by the regulations in force and assumes full responsibility for any defects in such products or services, without any responsibility being able to be sought from the Organizer.

A represented brand is a brand distributed by a declared direct or direct group exhibitor, and/or co-exhibitor at the show. The represented brand does not have a physical representative during the duration of the show, and only the direct or direct group exhibitor and/or co-exhibitor is able to represent this brand at the show.

### **11. CONTENT OF INFORMATION**

The Exhibitor is solely responsible for the content of the information they provided and intended to have put online, show as media or in printed form, including products and/or services, features, and performances.

Texts, logos, illustrations, photographs and visuals, products and brands are distributed under the sole responsibility of the Exhibitor, who alone holds any contingent rights to

reproduce them.

The Exhibitor guarantees the Organizer against any amicable or legal recourse on the part of a third-party.

## **12. VISITOR INVITATIONS AND EXHIBITOR BADGES**

Visitor Invitations must only be used to invite professional visitors from the Meat industry. These cards should not be used for members of the Exhibitor's team.

The invitation cards and the Exhibitor badges cannot be duplicated or resold under penalty of legal action or other consequences. As such, the Organizer reserves the right to invalidate invitations cards and badges that are used fraudulently (resale, reproduction, theft or other) and which are brought to their attention.

Only Exhibitor badges can be used for members of the Exhibitor's team.

## **13. ADVERTISING**

Any advertising involving sound or lighting shall respect MeatEx Canada's decoration regulations and be subject to the Organizer's prior written approval. This approval will be provided under the condition that it isn't a nuisance to nearby Exhibitors, to foot traffic, as well as, in general, to the proper running of MeatEx Canada, failing which authorization may be revoked without notice.

The distribution of flyers, coupons and various printed materials is strictly prohibited in the aisles as well as inside the Venue. Only leaflets, goods and various printed materials relating to the products and services exhibited, and deposited in the Exhibitor's space's enclosure, will be allowed.

Opinion polls are prohibited except with the Organizer's prior written consent.

## **14. DEMONSTRATIONS/EVENTS**

### **a) Demonstrations**

Demonstrations on a podium raised above the initially planned floor are forbidden.

Demonstrations making use of a microphone, or which harangue or make solicitation in any way, no matter how it is practiced, are strictly prohibited. The total or partial closure of a space during MeatEx Canada's opening hours, and particularly during a possible demonstration, is prohibited, unless with the Organizer's prior written consent.

### **b) Events**

All attractions, shows or events held at spaces must be authorized by the Organizer. To this end, the Exhibitor must present a specific project (equipment and sounds sources used, type of event, etc.).

In all cases, the Exhibitor must respect municipal and provincial noise-related legislation then in force.

(c) Demonstrations and events should in no way be a nuisance to nearby Exhibitors, to foot traffic, as well as, in general, to the proper running of MeatEx Canada, failing which, authorization may be revoked without notice.

## **15. COPYRIGHT**

The Exhibitor must ensure the intellectual and/or industrial protection of products, services, materials and brands exhibited, in accordance with legal and regulatory provisions then in force, the Organizer being discharged from any responsibility in this regard, including in the event of a dispute with another Exhibitor.

In the event of infringement duly recognized by a legal decision, irrespective of its date, the Organizer may require the Exhibitor to comply with the decision.

Otherwise, the Organizer reserves the right not to admit the Exhibitor, or to apply the penalties provided for herein without the latter party being able to lay claim to any compensation.

## **16. INTELLECTUAL PROPERTY RIGHTS**

Exhibitors wishing to play music at their space shall inform the Organizer in writing ahead of time. It is further stated that the exhibitor is solely responsible for the respect of intellectual property rights relating to the playing of music at its space. As a result, the Exhibitor must make all declarations required by agencies representing the rights of authors, artists, and craftsmen wherever they are located. The Exhibitor guarantees the Organizer against any actions and/or claims brought by any third party due to the non-fulfillment of its obligations in this regard.

## **17. PHOTOS / BRANDS**

The Exhibitor formally authorizes the Organizer or any other Organizer that is part of the MEATEX CANADA, as a courtesy:

- to take, if it wishes, photos and/or videos representing it and its team members, as well as the products exhibited at its space;
  - to freely use those images in all media, notably for advertising (including on the Internet), in Canada as well as abroad, for a period of five years from the signing of the registration form;
  - to quote and reproduce its brand or name, free of charge, as a business reference for the purposes of its communications in all media (including the Internet), both in Canada and abroad, for a period of five years from the signing of the registration form;
- Exhibitors that do not wish that all or part of their space, or one of its elements that is represented (logo, brand, model, etc.) or some members of their team, appear on film and/or in photographs or used for promotion of MeatEx Canada, must inform the Organizer, in writing, before the opening of MeatEx Canada.

In addition, Exhibitors wishing to take pictures at MeatEx Canada shall inform the Organizer in writing ahead of time. As such, the Exhibitor must obtain the necessary authorizations to take pictures as part of MeatEx Canada and will be solely responsible for compliance with the image rights held by all Exhibitors and their employees

## **18. OFFICIAL SHOW GUIDE**

Only the Organizer has the right to edit, or to publish and distribute, the MeatEx Canada Catalogue. The information necessary for the preparation of this catalogue will be provided by the Exhibitors under their sole responsibility, in a non-manuscript format and within the time frame requested by the Organizer. The Organizer shall in no way be responsible for omissions, or reproduction or typesetting errors, or other errors which might occur.

## **19. LEGISLATION**

Exhibitors are required to know and comply with all laws and regulations in force at the time of MeatEx Canada enacted by governments with authority on the Venue, its setup and business dealing there, or by the Organizer or the owner of the Venue, including the prohibition of smoking in public places and fire, safety, and health regulations.

The Exhibitor must comply with the regulations and collective bargaining conventions of trade unions that have jurisdiction over the Venue.

The Organizer will prohibit the use of spaces that do not conform to the aforementioned regulations, laws or collective agreements.

## **20. EXHIBITOR SERVICES**

All information regarding the details of the Exhibitor's participation in MeatEx Canada are provided to them, after allocation of their space, on the MeatEx Canada website and exhibitor panel. The Exhibitor also undertakes to respect the required security and prevention measures, customs formalities and constraints laid out regarding the layout of spaces.

## **21. CUSTOMS & LOGISTC**

It will be up to each exhibitor to carry out all customs formalities applicable to materials and products from outside Canada.

The Organizer cannot be held responsible for any difficulties that may arise during these formalities. The Exhibitor therefore guarantees itself against any actions and/or claims in this respect and shall indemnify itself against any damage sustained due to a breach in customs formalities.

Exhibitors could also book Customs and logistic services from the exhibitor services provider of MeatEx Canada. The information regarding our Partners can be found on the website of MeatEx Canada.

## **22. CANCELLATION OF MEATEX CANADA DUE TO FORCE MAJEURE**

In case of cancellation of MeatEx Canada by the Organizer due to the occurrence of a force majeure, the Organizer will notify Exhibitors immediately.

In such a case, regardless of the time, the Exhibitor is not entitled to any compensation or

indemnity. The sole responsibility of the Organizer is to allocate the available funds, after payment of all expenses incurred by the Organizer from the owner of the Venue, if any, and a management fee of fifteen percent (15%), between the Exhibitors at a pro rata of the sums they have paid.

A force majeure is an unforeseeable event. The following will be considered as forces majeures:

- taking on the qualification accepted by Canadian and Quebec jurisprudence,
- as well, and this regardless of their cause, events making use of the Venue impossible that are specifically listed below:
- fires, explosions, floods, storms, lightning,
- deterioration of technical equipment making it impossible for the Venue to operate
- decision by an administrative authority to close the Venue or the taking over of the Venue.

The Exhibitor expressly waives any claim whatsoever against the Organizer, regardless of the cause or reason for this cancellation.

### **23. RESPONSIBILITY OF THE ORGANIZER**

The Organizer shall be exempt from all liability regarding difficulties in enjoyment, and commercial prejudice, which may be suffered by Exhibitors for any reason whatsoever.

### **24. CLAIMS AND DISPUTES – APPLICABLE LAW – JURISDICTION**

Any claim shall be made by registered mail with acknowledgement of receipt within ten days of the closing of MeatEx Canada.

The parties will endeavor to amicably resolve without delay any dispute which may arise between them relative to the interpretation and/or execution of registration, the present General Conditions and the exhibitor services. Any dispute that can be thus resolved will be interpreted in accordance with the laws of the province of Ontario and submitted to the exclusive jurisdiction of the courts of the judicial district of Toronto.

In the event of a dispute, litigation or a difference between any translation and the English text of these General Terms and Conditions, the English text shall prevail.

### **25. TOLERANCE**

Any tolerance on the part of the Organizer relating to breach or improper performance by the Exhibitor of any of the provisions of the present will not, and that regardless of the duration or frequency, generate any right for the Exhibitor, or in any way alter, the nature, extent or conditions of the Exhibitors requirement to meet their obligations.

### **26. NULLITY**

If one or several provisions herein are held to be invalid or declared as such pursuant to a law, a regulation or following a final judicial decision, the other stipulations will retain all of their force and scope.

### **27. SANCTIONS**

In the case of breach of these General terms and Conditions and/or the exhibitor services, the Organizer may, after a formal demand that remained unsuccessful, proceed with full rights to the immediate closure of the space and prevent the Exhibitor from entering it, without the Exhibitor being able to claim any financial or material compensation from the Organizer.

The costs incurred during the Organizer's intervention (bailiff's fees and fees relating to the closure) will be payable by the Exhibitor.

As soon as an infraction is noted, the Organizer shall be entitled to terminate the Exhibitor's registration form without prejudice to the damages and interest which may be claimed from the Exhibitor and will immediately resume the free use of the rented spaces. As a result of what preceded, the Organizer will also be entitled to refuse admission to the Exhibitor to any shows that it organizes for a period of three years.