



IML Standard Terms and Conditions of Business

I. Definitions:

- a) **IML** refers to IML Group Ltd., and any of its subsidiaries including but not limited to Industrial Media Ltd., IML Group Asia PTE Ltd., Kent Exhibitions Ltd., which are engaged in publishing and distributing business information in print and/or electronic formats, by mail, email or internet, staging Events, both physical and virtual, across all platforms and all products in the group's media portfolio.
- b) **Advertising** includes any and all forms of marketing communication and promotional activity intended to enhance the image, standing and sales of an Advertiser's company, products, brands and services amongst their actual and potential customers.
- c) **Advertisement** is used as a generic term and includes any and all material created by IML, or supplied by or on behalf of the Advertiser, and published in any IML media, or distributed to any of the IML databases by whatsoever means, or any promotional service including Sponsorship, involving IML media, which the Principal has contracted to pay IML to publish or deliver under contract.
- d) **Events** includes but is not limited to, conferences, exhibitions, business presentations, awards ceremonies, lunches, dinners, webinars, other video participatory offerings, and entertainments that may or may not be directly associated with a physical or virtual Event, the details of which are as confirmed in the Booking Acknowledgement issued by IML in confirmation of their purchase.
- e) An **Advertiser** is the entity that is, or owns or promotes the company, product or service which is the subject of an Advertisement.
- f) An **Advertising Agency** is the entity appointed by an Advertiser to act on its behalf in any contract to be fulfilled by IML.
- g) A **Sponsor** is a business or individual that has purchased the rights to support and be associated with an Event or other IML media or media services.
- h) **The Principal** is the organisation or individual who places an order for an Advertisement or any service provided by IML, or has purchased a place or places at an Event and has the ultimate responsibility to pay for the contracted service,
- i) **Participants** are those individuals who satisfy the requirements for free attendance to an event and have registered for such a place, or have been invited as guests of Advertisers, Sponsors or Exhibitors involved with the Event.
- j) **Delegates** are those entities and individuals who have purchased a place or places at a conference, webinar, awards presentation or any other category of Event, or who

have had a place purchased for them by a Sponsor, Exhibitor, Advertiser or any other Principal.

- k) **Exhibitors** are entities contracted to show products, technologies, applications and business capabilities through the medium of face to face interaction with customers, at a bespoke venue designed for purpose.
- l) **Booking Acknowledgement** is the document issued by IML to the Principal which confirms the detail of the contract between the parties.
- m) **Purchase Order Number** is the code provided by the Principal in those cases where payment of the IML invoice requires the inclusion of that code on its invoices.
- n) **The Exhibitor Manual** is the document sent to the Exhibitor to confirm all details governing the Exhibitor's participation in an exhibition. It will contain specific rules and requirements pertinent to that event and venue beyond those detailed in the Booking Acknowledgement and forms an integral part of IML Terms and Conditions of Business

Advertising

2. These conditions apply to all Advertisements accepted for inclusion by IML across all its platforms and all media it owns, licenses or manages. No amendment, addition or alteration to any of these conditions will be permitted unless agreed in writing between IML and the proposer of any change.

3. a) IML will accept booking instructions by post, email or other electronic means, and verbally. Such orders will be acknowledged and confirmed by its Booking Acknowledgement document, which will be emailed to The Principal and which together with these Standard Terms and Conditions of Business and the Supplementary Terms where appropriate, confirm the details of the business transaction between the Principal and IML.

b) There will be a period of three working days from the date of the Booking Acknowledgement in which any changes to, or cancellation of the business will be accepted by IML. If no alterations are made in that period, the booking will stand as acknowledged and payment for the service will be due in the amount detailed in the Booking Acknowledgement.

c) If The Principal requires its Purchase Order Number to be included on invoices for payment to proceed, IML must be notified of this stipulation at the time of booking, and the required number provided to IML within three (3) working days of the emailing of the Booking Acknowledgement. (See also Clause 22)

d) All advertisements are accepted subject to IML's approval of the copy and to the space being available.

4. If it is intended to include in an Advertisement, a competition or a merchandise sample other than that normally associated with the advertised product, full details must be submitted at the time of booking, for IML approval.

5. IML reserves the right to omit an advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage or breach of contract shall arise. Should such omission or suspension be due to the act or default of the Advertiser, his servants or agents then the space reserved for the advertisement shall be paid in full by the Principal, notwithstanding that the advertisement has not appeared.

6. If IML considers it necessary to modify the space or alter the date or position of an advertisement or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are deemed unacceptable, unless such changes are due to an emergency or circumstances beyond IML's control.

7. The Advertiser warrants that his advertisement is not illegal, defamatory, an infringement of any other party's rights, nor contrary to the British Code of Advertising Practice, and meets all applicable legal and/or regulatory requirements.

Rates, Discounts and Commission

8. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds IML only in respect of the next issue to be published or publication month. In the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.

9. In no circumstance does the placing of an order confer the right to renew on similar terms.

10. Series discounts are based on scheduled business. If the Advertiser cancels any element of an agreed schedule except in the circumstances set out in clause 6, such that the number of insertions would fall below the quantity that gave rise to the series discount, it relinquishes any right to that series discount and advertisements forming part the original programme (both those published and those still to be published) will be paid for at the appropriate rate set out in the rate card from time to time.

11. Discounted rates negotiated in respect of a series of advertisements apply only if the order is completed within twelve (12) months of the date of the first insertion. Failure to meet this timescale will require all advertisements forming part of that series to be charged at the appropriate rates set out in the rate card from time to time.

12. Agency Commission is payable at the discretion of IML, only to PPA recognised advertising agencies who meet IML's terms and conditions of business.

13. For the avoidance of doubt, where an Advertising Agency is acting on behalf of an advertiser, it is contracting as The Principal in all respects of the contract and as such will be personally liable for the payment of the total cost the contract embodies, and for all other obligations under that agreement.

Advertisement Copy and Materials

- 14.** Copy for printed products should be supplied in the PDF, Composite CMYK, 300dp format. Requirements may change and the IML production department will supply the latest information on request.
- 15.** Copy for e-mail blasts, web and newsletter banners must be supplied in the correct format. Material not meeting IML specification may be corrected or changed at a cost to the client.
- 16.** All data records for Email and Postal Mail campaigns are rented for one time use only. Misuse of data will incur the surcharge current at the time of misuse. IML is not responsible for any additional costs incurred by the advertiser as a result of list quantity variation.
- 17.** If copy is not received by the agreed copy date no guarantee can be given that proofs will be supplied, nor corrections made. Where an Advertiser fails to provide copy or material for an Advertisement to meet the publication or dispatch date, IML reserves the right to repeat the most appropriate copy it holds for the Advertiser or to charge the full cost confirmed in the Booking Acknowledgement, where no such copy is held by IML
- 18.** Where the Advertiser has undertaken to supply inserts for use in IML media, IML reserves the right to charge the contracted rate if they fail to arrive at the agreed time and place to enable timely insertion in that media.
- 19.** IML may stipulate special charges and conditions for split runs, regional inserts and other special requirements. Regional inserts are accepted on the understanding that there is no guarantee that the insert will not appear in some copies outside the areas specified.
- 20.** Any insert carried which is heavier than the weight agreed between IML and the Advertiser and shown on the order acknowledgement will be surcharged pro rata to the weight increase
- 21.** Failure to supply copy for any Advertisement will not be accepted as a cancellation of that, or any element of a contract

Payment

- 22.** If The Principal requires its Purchase Order Number to be included on invoices for payment to proceed, IML must be notified of this stipulation at the time of booking, and the required number provided no less than three (3) working days after the date of the emailed Booking Acknowledgement.

23. Failure to provide such number within the designated period will be taken by IML as confirmation that there is no Purchase Order Number requirement for the booking, and consequently that The Principal will make payment to meet the terms shown on the IML invoice.

23. Accounts are due for settlement thirty (30) days after the date of invoice. In the event of any account becoming overdue, IML reserves the right

a) to suspend activity due under the order, surcharge to the appropriate insertion rate where such suspension invalidates a series discount, and/or

b) until such time as the sum owing is paid, to reduce or remove any commission otherwise granted to an advertising agency where that agency is the principal in the contract and/or

c) inform the Agency's client of such default.

24. If suitable email copy is not received in good time for its dispatch date, the invoice will be issued on the designated mailing date, with payment due thirty days later.

Completion of the mailing contract must be completed within the following eight weeks.

25. If no copy is supplied to enable mailing within this period, or if the advertiser should decide not to proceed with the mailing for whatsoever reason, the invoice is extant and payment remains due under the IML cancellation terms.

26 All exhibitor, sponsorship and attendance invoices related to Events (including Webinars) must be paid as per the payment schedule on the Booking Acknowledgement and/or Exhibitor Manual and paid in full no later than 10 working days prior to the Event.

27. All late payments shall be subject to compensation and interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

28. Where IML takes legal action to recover a debt, any and all other payments due for services delivered by IML media will be included in the recovery action.

29. All gross display advertising rates are subject to the current Advertising Standards Board of Finance surcharge payable by the Advertisers. Where orders are placed by Advertising Agents the Agency will be responsible for collecting this surcharge and paying to the Advertising Standards Board of Finance. *Where the Advertiser places advertising directly, IML will invoice the relevant surcharge and distribute this to the Board without deduction. *see notes*

30. The existence of a valid query on any individual item in an invoice will only affect the due date of payment of that individual item. The Advertiser must notify IML of any such query within seven days from the date of the invoice after which IML will not agree to amend the terms of the relevant invoice.

31. IML reserves the right to recover all additional costs incurred that arise as a result of the acts or defaults of the Advertiser or its Agent.

32. Complaints regarding publication of advertisements must be received by IML in writing within one calendar month of the cover date.

33. No credit or set-off in respect of an invoice (or part thereof) shall be accepted by IML unless agreed in writing within thirty days of the date of invoice.

Cancellations

34. For Advertisements booked individually or in a schedule of future dates, written cancellation must be received at least six weeks prior to the month of appearance or service, in any medium.

35. When an order is confirmed and a Booking Acknowledgement is issued for the execution of an Advertisement, within six weeks or fewer of the date of that Booking Acknowledgement, no cancellation of that business will be accepted, other than as set out in Clause 3b, and payment will be due for the full amount detailed in the Booking Acknowledgement.

36. When a booking is accepted for Delegate attendance at any event, entrance is only guaranteed if payment in full has been received by IML before the event takes place. No refund will be paid to any Delegate or group of delegates, who fail to attend an Event for whatsoever reason.

37. On the occasion that a cancellation is accepted for participation as a Partner, Sponsor or Exhibitor at an Event, and that contract includes sponsor appearances in any and all supporting media, the value of such sponsorship will be charged in addition to the event cancellation fee as defined on the Event Booking Acknowledgement form.

38. Certain Events will have their own terms and conditions of business, reflecting the individual nature of the event. In such instances these Standard Terms and Conditions will apply in conjunction with the Supplementary terms and the Specific Event Terms detailed in the Exhibitor Manual

Warranties and Indemnities

39. The Advertiser will indemnify IML fully in respect of any claim made against IML or its licensors arising from an Advertisement. IML will consult with the Advertiser as to the way in which such claims are to be handled.

40. IML will not be liable for any loss or damage consequential to or otherwise occasioned by error, late publication or the failure of an Advertisement to appear from any cause whatsoever.

41. Every care is taken to avoid mistakes but IML cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions.

42. The Advertiser acknowledges and confirms that IML has not provided it with any guarantees concerning reach of the media in question or its target audience. Any statistics provided to the Advertiser are an estimation based on prevailing available research only and may only be relied upon as such.

Force Majeure

43. Includes but is not limited to

- a) Acts of War, Military Activity, Municipal, Statutory or Civil Authority requisition.
- b) Fire, flood, hurricane, or other excessively inclement weather conditions, earthquake and other acts of God.
- d) Damage caused by an aerial object or aircraft.
- e) Strikes or lockouts and other labour disputes.
- f) Telecommunication failures, electrical outages, network failures howsoever caused.
- f) Outbreak of Diseases, Epidemics and/or Pandemics.
- g) Government intervention or instruction

Excluding payment obligations, neither party will be liable for delay or default in the performance of its responsibilities under contract if such delay or default is caused by conditions beyond its reasonable control, and which IML declares as Force Majeure.

44. In the event that IML suffers such a delay or default, it shall use its reasonable endeavours to provide a substitute period in which to service the Advertisement. If no such substitute time period or other arrangement is reasonably acceptable to the Client, IML may allow the Client a pro rata reduction in the cost pursuant to the terms of the Booking Acknowledgement.

45. These Conditions shall be governed and construed in accordance with the laws of England and Wales. Any dispute concerning these Conditions (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the English courts.

IML Supplementary Conditions

Event Attendance

46. By registering as a Participant, or purchasing a place as a Delegate, Event attendees are bound by and must comply with the IML Standard Terms and Conditions above and all Supplementary Conditions hereafter.

- 47.** In order to attend an Event as a Delegate, full payment must have been received by IML for any individual or all multiple places purchased for that Event immediately on booking, or by the Due Date detailed on the Booking Acknowledgement and on all occasions, prior to the event taking place.
- 48.** Failure to meet these payment requirements will disqualify delegates from attending the event.
- 49.** Once the Booking Acknowledgement has been emailed to the delegate, the relevant place or places are officially reserved, and the Booking Acknowledgement serves as confirmation of that purchase.
- 50.** Confirmation by IML of a place or places at the Event forms a binding commitment for payment in full by the Principal for the places reserved, whether or not the booked place(s) are taken up.
- 51.** A request to transfer a confirmed place to a colleague may be made by giving written notice to IML. IML reserves the right to accept or deny a request for such a transfer.
- 52.** Early booking discounts are only guaranteed if payment is received by IML prior to the expiry of the published early booking deadline date, after which any discount offered will be rescinded.
- 53.** Payment may be made by cheque, credit card or bank transfer. The Booking Acknowledgement number, attendee surname or company name must be included as a reference on all bank transfers and communications.
- 54.** Payments made by credit card are subject to a 5% administration charge.
- 55.** If an invoice is requested, payment will be required before it can be issued. If payment is not received within the stated time limits, IML reserves the right to cancel the booking without notice or refund.
- 56.** IML reserves the right to cancel a delegate's place at any time and for whatever reason (including without limitation cancellation of the Event) on repayment of the Registration Fee, or whatever proportion of the Registration Fee it has received. This repayment shall be in full and final settlement of any claims against IML by the delegate relating to his/her place at the Event.
- 57.** IML reserves the right to change the times, dates and the venues of the Event, without incurring any liability to the delegate, if IML declares FORCE MAJEURE as defined in paragraph **43**.
- 58.** Photographs may be taken at the Event by an official photographer and may be used in post-event promotion. By attending the Event, a delegate consents to the taking and use

of such images and undertakes to ensure that all their guests attending the Event are made aware of this. If the Delegate or any of their guests do not want photographs to be taken or used in this way, IML must be notified prior to the Event.

59. Participants may qualify to attend an Event where free entrance is dependent upon their employment demographics meeting the terms of attendance set by IML for that event. Such decision will be based on the registration document each attendee must submit to the organiser whose decision in this matter is final.

60. Delegates and Participants warrant they are attending the Event in the course of business and indemnify IML and its staff and agents against all or any loss or damage, injury, actions, proceedings or claims arising from any act or omission of the individual during the course of the Event.

Exhibitions

61. The term Exhibitor includes all employees, servants, representatives and agents of any company, partnership, firm or individual to whom space has been allocated for the purposes of exhibiting.

62. IML will issue a Booking Acknowledgement to confirm the size and cost of stand space booked. The Exhibitor will have three working days in which to amend or cancel the booking in line with established IML procedure. After that period The Organiser may issue the Exhibitor Manual which in conjunction with these terms and conditions, the Booking Acknowledgement and any additional written regulations and/or instructions the Organiser issues to ensure the smooth and safe running of an Event, govern all matters concerning exhibiting at an IML organised Event.

63. The Organiser's delivery of the Booking Acknowledgement and/or The Exhibitor Manual to the Exhibitor, by post or electronic means, is deemed conclusive evidence of the Exhibitor's agreement to pay the full fees as per the payment terms detailed in the Booking Acknowledgement or Exhibitor Manual.

64. The payment schedule normally comprises three partial payments spread through the period beginning with the Booking Acknowledgement date and ending ten working days prior to the event build up date. These dates and amounts will be adjusted with reference to the length of time between the Booking Acknowledgement and event build up dates.

65. The Exhibitor further acknowledges that the Organiser, having incurred expenses as the result of the Booking Acknowledgement, is not required to refund any of the fees paid prior to the event opening, and that the Organiser is also entitled to any amounts scheduled for payment in the Booking Acknowledgement and Exhibitor Manual but still unpaid ten working days before the Event begins.

66. The Organiser shall allocate the Exhibitor's space in accordance with the nature of exhibits, or in any manner it may deem fit. It reserves the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the Exhibitor's booth or stand. The Exhibitor shall have no claim for compensation as a result of changes deemed necessary for the efficient running of the exhibition.

67 In the event that the Exhibitor fails to pay any or all such fees detailed in the Booking Acknowledgement and/or Exhibitor Manual in accordance with payment deadlines, the total contract amount will become immediately due and payable and the Organiser reserves the right to reassign or cancel the Exhibitor's space. The Exhibitor shall have no claim for compensation in such circumstances.

68. Exhibitors are only entitled to exhibit such products as are approved by the Organiser

69. Exhibitors are not allowed to sub-let or assign the booths or stands allocated to them to other parties either wholly or in part without written consent of the Organiser.

70. The Exhibitor undertakes:

a) to manage their exhibits with competent personnel throughout the opening hours of the exhibition.

b) not to begin dismantling booths or stands before the exhibition is formally declared closed by the Organiser, on the last day of the event.

c) not to display from any booth or stand, any card, advertisement or any other printed matter which either relates to or promotes a company, firm or individual which is not a bona fide Exhibitor at the exhibition, or which does not promote the Exhibitor itself.

71. Exhibits shall not obstruct the view of exhibits on adjoining booths or stands, nor be operated in any manner objectionable to other exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibits.

72. The sound level of audio devices and equipment must not exceed 80db measured from the nearest point of adjoining stands and conducted in a way, which does not interfere with neighbouring stands. Audio devices operated in a manner objectionable to Organiser shall be prohibited.

73. If an Exhibitor refuses to comply with a request to reduce the volume, the Organiser reserves the right to disconnect all power supplies to the stand and no compensation will be made to the Exhibitor.

74. Exhibitors will be allowed to decorate their stand following the guidelines in the Exhibitor Manual but will be liable for any damage to the walls or to any part of the

Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceiling, pillars, or walls without prior consent of the Organiser.

75. All materials used in stands and exhibition constructions must be properly fireproofed in accordance with local regulations. Fire marshals will patrol the Exhibition facilities and will be authorised to stop any demonstration that is of potential fire hazards.

76. Any damages caused by the Exhibitor or its contractors to other Exhibitors' or venue property shall be the responsibility of the Exhibitor.

77. All Exhibitors must abide by the rules and regulations and complete their construction and decoration by the date and time stipulated by the Organiser in the Exhibitor Manual.

78. Failure of an Exhibitor to be present at the Event, or to confirm its attendance at an Event as an Exhibitor, when so ever requested to do so by the Organiser, will not release the Exhibitor from its contractual obligations.

79. In these circumstances the Organiser reserves the right to dispose of that Exhibitor's area in such manner as the Organiser shall determine in its absolute discretion. That decision will not entitle the Exhibitor to any refund, nor to lodge any claim against the Organiser.

80. The Organiser reserves the right to change the date, venue and duration of the Exhibition if an exceptional circumstance occurs. The agreement to participate shall remain in force so long as the Exhibitor is informed at least one month before such changes will take place. In the event of a change of date, venue, duration or cancellation of the Exhibition, by Force Majeure, the Exhibitor shall not be entitled to claim any compensation in connection with their contract for participation.

81. Exhibitors shall

a) bear the responsibility and expense of the transport of exhibits to and from the Exhibition venue and the cost of insurance cover for the period they are at the venue.

b) make their own arrangement for storage and warehousing of their exhibits.

c) remove all exhibits from the Exhibition hall within the period stipulated.

d) indemnify the Organiser against any loss, claim, charge and/or costs (including legal costs on full indemnity basis) incurred or sustained by the Organiser by reason of delay or damage to the venue

e) insure, indemnify and hold the Organiser and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject to as a result of loss or injury arising to any persons whatsoever caused while the said persons are upon, examining or passing the Exhibitor's stands, during the entire tenancy of the

Exhibition. The liability or risks of the employees, agents or exhibits shall be the responsibility of the Exhibitor.

82. The Organiser shall not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

83. The Organiser shall take all reasonable security precautions in the interest of the Exhibitors and visitors but will not for any reason whatsoever, be held responsible for any loss or theft of exhibits at the Exhibition hall during the build-up, exhibition and dismantling period (as per the times stated in the exhibitor manual).

84. The conduct of the Exhibitors employees, servants, representatives, agents and any sub-contractors used during the period of the Exhibition (including build-up, exhibition and dismantling) is the responsibility of the Exhibitor. The Organiser reserves the right to eject any individual and/or group whose conduct is deemed to be unacceptable. The Exhibitor accepts that they have no recourse in the matter and that the Organiser's decision is full and final.

85. Whenever necessary, the Organiser shall have the right to issue supplementary regulations in addition to those in the Booking Acknowledgement and Exhibitor Manual to ensure the smooth management of the Exhibition. Any additional written regulations and/or instructions shall form part of these Terms of Conditions and they shall be binding on the Exhibitors upon the Exhibitors receiving notice of the same.

86. Any dispute concerning these Conditions (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the English courts in accordance with the laws of England and Wales.