

NPE2024 Space Draw Exhibit Space Application & Contract Terms & Conditions

I. Instructions (valid August 15, 2022, through March 3, 2023)

By requesting space, the undersigned, hereinafter referred to as *Company*, hereby applies for participation in NPE2024: The Plastics Show produced by the Plastics Industry Association, hereinafter referred to as *PLASTICS and/or Management*.

PLASTICS must receive the contract and 20% deposit by **December 2, 2022**, for your company's inclusion in the NPE2024 Space Draw Lottery. The Space Draw Lottery will be held on **December 7, 2022**, to determine the order of space selections for each NPE category during the in-person NPE2024 Space Draw event scheduled for **February 27 through March 3, 2023**, in Orlando, Florida. Contracts and 20% deposits submitted after December 2, 2022, will be placed in the next available position of their company's NPE space selection category based on date received following the companies who were eligible to participate in the NPE2024 Space Draw Lottery. Both the signed contract and 20% deposit must be received prior to the company's assignment of a position on the NPE2024 Space Draw list.

Carefully review *Section VII. Contract Terms and Conditions for Exhibition at NPE2024* and the NPE2024 Show Rules & Regulations posted at www.npe.org.

II. Company Information

Collected during online space application process.

III. Exhibit Space Rates

All prices are in U.S. dollars (see *Section VII.18. PLASTICS Member Benefits* for eligibility requirements to receive PLASTICS member discount space rates).

PLASTICS Full/Associate Member Discount Space Rates:

| | |
|---|----------------------------|
| Up to 400 sq. ft. | \$28.50 per sq. ft. |
| 401 – 1,000 sq. ft. | \$27.50 per sq. ft. |
| 1,001 – 4,000 sq. ft. | \$26.50 per sq. ft. |
| 4,001 or more sq. ft. | \$25.00 per sq. ft. |
| PLASTICS Service Provider Member Discount Space Rate | \$36.75 per sq. ft. |
| Non-Member Space Rate | \$47.25 per sq. ft. |

IV. Space Requirements

Collected during online space application process.

V. Payment Terms

- A. **February 24, 2023:** 20% payment due on total space fees, less NPE2021 non-refundable credit if applicable, for eligibility to select exhibit space during the Space Draw. **For eligibility in the NPE2024 Space Draw lottery scheduled for December 7, 2022, the application and 20% deposit must be received by December 2, 2022.** NPE2021 credits applied are non-refundable; NPE2024 deposit payments are non-refundable after February 24, 2023, 5:00 p.m. ET.
- B. **March 31, 2023:** 50% non-refundable payment due on total exhibit space fees, less payments/credits already paid/applied.
- C. **October 31, 2023:** Non-refundable payment of 100% full balance due.

See *Section VII.4. Cancellation of Company Participation & Space Changes* and *Section VII.5. Cancellation of Show* for details on cancellation and refund policies.

VI. Acknowledgments

Upon acceptance by Management, Company agrees to be bound by all Terms, Conditions, and Rules set forth herein and made available in the Contract Terms and Conditions and NPE2024 Show Rules & Regulations, which are incorporated herein and made a part of this Contract. Without limitation, Company agrees to be bound by terms and fees set forth in *Section VII.4. Cancellation of Company Participation & Space Changes* and *Section VII.5. Cancellation of Show* of the Contract Terms and Conditions for Exhibition at NPE2024.

Company agrees to prepare an exhibit of its products and/or services, which shall be directly pertinent to the plastics industry, and as approved by Management. The undersigned party confirms they have authority to enter into this Contract for the Company and Company hereby agrees to the terms set forth herein.

Company agrees to accept full responsibility for compliance with national, state, and city regulations in the provision and maintenance of adequate safety devices and conditions for the installation and operation of machinery and equipment displays. All displays, exhibit materials and equipment must be reasonably located and protected by safety guards and fireproofing to prevent fire hazards and accidents. Adequate fencing and/or shielding of all operating machinery displays shall be installed to prevent attendees from coming into contact with the operating machinery and/or its movement by reaching over, under, or around such protection. Company agrees that their exhibit shall meet and remain in compliance with the safety requirements specified in the NPE2024 Show Rules & Regulations. Management reserves the right to reject, eject, prohibit, or cease operation of any exhibit in whole or in part for non-compliance with safety requirements.

Management will not assume liability for any injury that may occur to show visitors, exhibitors, Company, or its agents and employees, or others. **Company agrees to carry and provide proof of insurance to Management by January 31, 2024. Management reserves the right to hold Company's booth personnel badges or other show services as it deems appropriate, if proof of insurance is not submitted by Company** (for more detail, please see NPE2024 Show Rules & Regulations, Rule 35, Insurance).

I hereby acknowledge I have read Section VII, Contract Terms and Conditions for Exhibition at NPE2024 and the NPE2024 Show Rules & Regulations. Company representatives agree to abide by the terms and conditions outlined in this Contract. Company further agrees that, upon acceptance of this Contract by Management with or without appropriate or timely payment of any and all fees, this Contract shall become binding and enforceable in accordance with its terms. Signature on this Contract by the authorized Company representative whose name is printed below constitutes the agreement between PLASTICS and said Company.

This section to be completed following assignment of NPE2024 exhibit space.

NPE2024 Exhibit Space Application & Contract Addendum

This addendum represents the exhibit space selected and/or assigned to the Company and amends this NPE2024 Exhibit Space Application & Contract based on the space selected and/or assigned. The undersigned party confirms they have authority to enter into this Contract Addendum for the Company and Company hereby agrees to the terms set forth herein.

| | |
|-----------------------------|------------------------|
| Booth Number: _____ | Square Feet: _____ |
| Total Space Fees: _____ | Date Assigned: _____ |
| Authorized Signatory: _____ | Signatory Title: _____ |
| Signature: _____ | Date Signed: _____ |

VII. Contract Terms and Conditions for Exhibition at NPE2024

1. Principal Purpose. NPE2024: The Plastics Show is produced by and is the property of the Plastics Industry Association (herein referred to as PLASTICS) and the word Management and phrase Show Management refers in either case to PLASTICS, its directors, officers, committees, agents, or employees acting for PLASTICS in management of the show. The principal purpose of the show is to stimulate interest in and demand for plastics-industry-related products and services in general, herein referred to as "Principal Purpose." No Company shall engage in any activity inconsistent with this Principal Purpose, including, but not limited to interference with and/or disturbance and/or damage to another exhibitor's display, technology, networking, or promotional/sponsorship opportunities. Company shall cease any activity determined to be inconsistent with the Principal Purpose immediately upon notification by Management to do so. Management, at its discretion, may take any action it deems appropriate (including, but not limited to issuing written warnings, removal of Company from NPE2024, expulsion from any future show(s), and/or suspension or elimination of NPE2024 show history points) against a Company for conduct detrimental to NPE2024.

2. Agreement to Rules. Company, on behalf of itself and its employees, agrees to abide by these terms and conditions and the NPE2024 Show Rules & Regulations, and by any amendments hereafter put into effect by Management.

3. Amendment to Rules. Any matters not specifically covered by these terms and conditions may be amended at any time by Management, and all amendments so made shall be binding on Company equally with the NPE2024 Show Rules & Regulations.

4. Cancellation of Company Participation & Space Changes. Both PLASTICS and Company acknowledge that in the event of Company's cancellation of participation, PLASTICS will sustain substantial monetary losses that cannot precisely be determined. If Company cancels its participation in the NPE2024 Space Draw by Friday, February 24, 2023, at 5:00 PM Eastern Time, NPE2024 deposits paid are refundable, NPE2021 credits applied are non-refundable. Due to the difficulty of determining and detailing said losses for cancellation after the February 24, 2023, deadline, Company agrees to pay exhibit space fees in accordance with the following schedule if Company cancels participation in the show and/or fails to occupy the exhibit space contracted/assigned:

- a) If Company cancels its participation February 25, 2023, through March 31, 2023, Company shall be obligated to pay 20% of its total exhibit space fees; NPE2021 credits applied are non-refundable.
- b) If Company cancels its participation April 1, 2023, through June 30, 2023, Company shall be obligated to pay 50% of its total exhibit space fees; NPE2021 credits applied are non-refundable.
- c) If Company cancels its participation July 1, 2023, through May 11, 2024, Company shall be obligated to pay the entirety of its total exhibit space fees; NPE2021 credits applied are non-refundable.

Notwithstanding anything herein to the contrary, in the event Company cancels its exhibit participation in the show and subsequently purchases exhibit space through a PLASTICS authorized agent, such Company will remain liable to PLASTICS for all deposits and payments due for contracted exhibit space assigned to the Company's PLASTICS/NPE2024 Contract, in addition to any deposits and payments Company is contracted for to the PLASTICS' authorized agent.

To be effective, all Company cancellations of participation in the show must be received by Management in writing (return receipt requested). The date of cancellation shall be the date Management received the written cancellation. All cancellation fee(s) are payable immediately upon cancellation. The cancellation fee(s) terms shall apply regardless of the execution date of this Contract. In such event, and without further notice to Company, Management shall have the right to use the space cancelled/defaulted by the Company to suit its own convenience, including assigning all or a portion of such space to another company. Management assumes no responsibility for inclusion of the cancelled/defaulted Company or descriptions of its products on www.npe.org, in the show directory, brochures, news releases, or other materials. Company remains liable for any and all balance payments due on the cancelled/defaulted space contracted/assigned.

Company has the option to change its assigned exhibit space by submitting a request for booth changes to Management and is required to relocate its space based on inventory available at the time the space is being changed. If Company is reducing its contracted/assigned exhibit space, the Company remains financially obligated for the amount set forth for the originally contracted/assigned space. If Company is increasing its contracted/assigned exhibit space, Company becomes financially obligated and contracted for the amount set forth for the reassigned exhibit space. If payments are not received by date(s) due, Management reserves the right to relocate the space contracted/assigned to the Company, and the Company remains financially obligated for the originally contracted/assigned space. Any company with an outstanding financial obligation to PLASTICS will not be eligible to exhibit at an NPE show until all past financial obligations are paid in full to PLASTICS.

5. Cancellation of Show. If the show is cancelled by Management in whole, as the result of riot, strike, civil disorder, act of war, act of nature, epidemic, pandemic, increased risk of harm or death from infectious disease, acts of terrorism, or any reason of any kind whatsoever not within Management's control, Company shall receive a return of, or relief from paying, 25% of its total exhibit space fees, and shall be obligated to pay 75% of its total exhibit space fees. The Company's NPE2021 credit would be applied as a payment towards the Company's 75% obligation. The parties understand that Company shall still owe 75% of its total exhibit space fees in this instance because space fees are paid in exchange for the services and costs associated with planning the show and with running the association in addition to the physical space itself. Therefore, if the show is cancelled under this clause, the parties understand that the non-refundable portion of its total exhibit space fees represent consideration for efforts and services already rendered. In all cases, NPE2021 credits applied are non-refundable. The term cancellation shall not include any change to the show for any cause identified above that results in a change to show dates, a reduction in the number of show dates, and/or a change in venue from Orlando to any other location.

6. Company Breach. Management reserves the right to cancel Company's participation if Company breaches any of its obligations or does not comply with the terms and conditions of this Contract including, but not limited to, failure to make any payment that is due as per this Contract. If Management does cancel Company's participation per this section, Company will have been deemed to have cancelled its own participation and thus be subject to cancellation fees as stated in *Section VII.4. Cancellation of Company Participation & Space Changes*. The date of cancellation for calculating the cancellation fees shall be the date that Management cancelled Company's participation for breach.

7. Compliance. Company agrees and warrants as follows:

- a) The design, construction, transport, delivery, assembly, erection, installation (including placement and utility hook-ups), and condition of all machinery exhibited at the show by Company will at all times comply with all applicable national, state, and local laws and regulations; and,
- b) The operation, use, demonstration, adjustment, inspection, maintenance, servicing, setting up, modification, cleaning, unjamming, repairing, disassembly/breakdown, and removal of the machinery, equipment, displays, and other materials exhibited at the show by Company will, at all times, comply with all applicable national, state, and local laws and regulations.

The phrase “all applicable national, state, and local laws and regulations” includes, but is not limited to all laws and regulations relating to the provisions and maintenance of adequate safety devices and conditions for the installation and operation of machinery and equipment displays.

All machinery, equipment, displays, and other materials exhibited at the show by the Company must be reasonably located and protected (e.g., by safety guards, fireproofing, and other fire safety measures) to prevent fire hazards and accidents. Adequate fencing and/or shielding of all operating machinery displays shall be installed to prevent attendees from coming into contact with the operating machinery and/or its movement by reaching over, under, or around such protection. Management reserves the right, in its sole and absolute discretion to reject, prohibit, or cease operation of any exhibit in whole or in part for non-compliance with what it deems to be safety requirements without prior notice to Company or without offering Company an opportunity to cure, and Company acknowledges and accepts such right.

8. Damage to Property. Company is liable for any damage caused by it and/or its agents, including but not limited to Company booth personnel, to building floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property. Company may not apply paint, lacquer, adhesive, or other coating to building columns, floors, or to standard booth equipment. Company is responsible for damage to its uncrated or improperly packed shipments, concealed damage, for loss or theft of its material after delivery to its booth, or before material is picked up for return movement. It is expressly understood and agreed that Company will make no claim of any kind against Management and/or Freeman Companies, the general contractor, for any loss, damage, or destruction of goods, or for any damage of any nature to NPE2024 by reason of the failure to provide space for any exhibit and/or for the delivery or removal of the exhibit.

9. Default in Payment. Any Company failing to pay exhibit space fees called for by this Contract on or before the due date(s) for such payment(s) shall be deemed to be in default and shall be deemed to have cancelled its participation per *Section VII.4. Cancellation of Company Participation & Space Changes*.

10. Eligible Exhibits. Management has sole right to determine the eligibility of any Company or product for inclusion in the show.

11. Exhibit Standards. Company agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with the show rules, regulations, policies, and guidelines. Management reserves the right, in its sole discretion, to (a) reject, eject, or prohibit any exhibit in whole or in part, or reject Company or Company's representatives, (b) require questionable exhibits to be modified, and/or (c) interpret and remove from the show any program materials, advertising, or literature that Management deems would be in bad taste if displayed. If an exhibit or Company is ejected for violation of these rules or for other stated reasons, *Section VII.4. Cancellation of Company Participation & Space Changes* policy would be enacted.

12. Indemnification. Company agrees to indemnify and hold harmless Management from and against any and all claims, losses, liabilities, actions, suits, demands, damages, costs, and expenses (including, without limitation, reasonable attorney's fees), made by anyone including but not limited to Company's employees (including booth personnel); NPE2024 attendees; and/or other exhibitors; arising out of or relating to any alleged personal and/or economic injury while attending or working at the show arising out of, caused or allegedly caused by Company's machinery, exhibit, and/or activities at Company's booth, any breach of these rules, and/or any alleged wrongful acts or negligence of Company or its agents or employees.

13. Installation and Dismantle Labor. Currently, Freeman has an agreement with the Local IATSE Union to provide labor for display installation and dismantling. Full-time employees of the Company, however, may set their own exhibits without assistance from this local union. Any labor services that may be required, beyond what the Company's full-time employees can provide, must be rendered by the union labor. Labor can be ordered in advance by returning the Freeman Display Labor form, as amended, or at show-site in the service center.

14. Interest and Collection Fees. Any Company that does not meet all financial obligations when due will be responsible for all outstanding debts, interest at one and one-half percent (1.5%) per month, and any fees (including attorney's fees and/or collection fees of not less than 25% of the remaining balance due) Management incurs to recover the debt. There will be a \$25 charge for all returned checks. If the above interest amount, attorney's fees, collection fees, and/or returned check fees exceed the limits allowed by applicable laws, then the maximum interest and such fees as allowed by such laws shall be paid to PLASTICS by Company.

15. License Relationship. It is understood and agreed that this Contract constitutes a non-assignable license and privilege only and is not, under any circumstances, intended to constitute a lease or any other conveyance of real property, a partnership, employment agreement, or joint venture between the parties.

16. Limitation of Liability. Company agrees to make no claim for any reason whatsoever against PLASTICS, Orange County Convention Center, City of Orlando, and/or State of Florida, for loss, theft, damage, or destruction of goods; or for any injury to himself/herself or its employees while in the exposition complex; or for any damage of any nature, including damage to its business by reason of failure to provide space for their exhibit; or for any action of any nature of PLASTICS, Orange County Convention Center, City of Orlando, and State of Florida, for failure to hold the show as scheduled, or any other claim as it relates to NPE2024.

17. Move-out Material Removal from Premises. Company shall be liable for all storage and handling charges resulting from failure to remove exhibit material from the exposition complex before the conclusion of the dismantling period as specified by Management.

18. Plastics Industry Association (PLASTICS) Member Benefits. PLASTICS Members are entitled to NPE benefits including a discount on exhibit space rates and selection of exhibit space prior to non-member companies during the NPE2024 Space Draw. Exhibit space is assigned in order of PLASTICS members with the highest show history designation to PLASTICS members with the lowest show history designation, followed by non-members with the highest show history designation to non-members with the lowest show history designation. To be eligible for NPE benefits, PLASTICS members must maintain *continuous membership show to show in good standing for each show in which Company receives NPE member benefits*. In addition, Company agrees that all membership dues for 2022, 2023, and 2024 will be paid in full and in a timely manner by the membership payment due date(s) for eligibility to receive NPE member benefits for NPE2024.

PLASTICS membership renewal forms are released annually by November 15 and membership dues are to be paid in full by January 1 of the following year. Any Company that fails to submit their dues payment by January 1 will be considered as *pending membership suspension* and will no longer be considered a member in good standing. Management reserves the right to relocate a Company's space should their PLASTICS membership be terminated or suspended for non-payment of dues. Company agrees that the non-member exhibit space rate will be applied to its exhibit space fees should their PLASTICS membership be resigned, terminated, or suspended for non-payment of dues.

For membership information, please contact PLASTICS at +1.202.974.5212 or email membership@plasticsindustry.org.

19. Right to Offset. Management shall have the right to offset the amount of any obligation due and owing to Management from Company whether under this agreement or any other agreement between Management and Company. Management may cancel the Company's participation in NPE2024 in the event that Company is past due on any amounts due to Management for any reason.

20. Space Assignment and Attendees. Although Management will attempt to accommodate Company requests for specific booths, no guarantees can be made that Company will be assigned the specific booth(s) requested. Company acknowledges that it is not contracting for a specific booth(s), but rather for the right to participate as an exhibitor in NPE2024. Management will assign space, and may reassign the space, or alter the space layout or venue at any time in its sole discretion. Management makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees.

21. Subleasing. Company may not sublet its space, nor any part thereof; nor exhibit, offer for sale, give as premium, or advertise articles not manufactured or sold in its Company's name, except where such articles are required for proper demonstration or operation of Company's display, in which case identification shall be limited to the nameplate, imprint, or other identification which, in standard practice, appears normally on them. Company may not permit non-exhibiting company representatives to occupy or sell non-exhibiting company services or products in its booth. Rulings of Management shall, in all instances, be final with regard to use of exhibit space.