

BASIC TERMS and CONDITIONS

All exhibits and exhibitors are subject to the following rules and regulations. The words "show management" or "D3" or "EPI" used herein refers to D3 PRODUCTIONS, LLC, EXPO PRODUCTIONS INC., and WISCONSIN MANUFACTURING & TECHNOLOGY SHOW acting through its agents or employees in the management of the exposition. This contract for exhibit space, when properly executed by the exhibitor and show management, shall be considered a binding legal agreement between the parties.

1. GENERAL

All matters and questions not covered by the Basic Terms and Conditions are subject to the decision of Show Management and may be amended or supplemented at any time by Show Management, and all such amendments or additions shall, upon reasonable notice, be as equally binding on all parties affected as the original.

2. QUALIFICATIONS

Eligibility is generally limited to persons or firms who deal in products and services related to the manufacturing industry. Applicants who have not previously exhibited will be required to submit the nature of their business and the scope of items to be exhibited. Show Management reserves the right to reject anyone's application to exhibit.

3. ASSIGNMENT OF SPACE

Show Management will attempt to honor an Applicant's request for booth space and their desires with respect to companies it does not wish to have located next to their space. However, Show Management reserves the right to assign Applicant the best space available should their choices be unavailable. Further, should a space location conflict arise, Show Management reserves the right to require the Applicant to choose between waiving their request not to be located next to a specific company or selecting another available exhibit space.

4. USE OF SPACE

The space contracted for is to be used solely for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without written consent of Show Management. Exhibitors agree not to assign or sublet any space allotted to them or any portion thereof, nor to display any equipment other than that which is manufactured or carried by them in the regular course of business. Exhibitor shall not place any name signs or courtesy cards on any equipment loaned to them for demonstration purposes unless the supplier of the equipment is also an exhibitor in the exposition or bonified distributor of said products. No demonstration or promotions shall be permitted outside of the exhibitor's assigned space. No person, firm or organization not having contracted with Show Management for the occupancy of space in the exposition will be permitted to display or demonstrate its products, processes, or services. No exhibitor person, firm or organization shall distribute advertising materials in the halls or corridors, or in any way occupy or use the facilities for any purpose inconsistent with Show Management's terms and conditions. Exhibitors will not be allowed to project images onto aisles, ceilings, walls or any other space outside their purchased booth space.

5. RESTRICTIONS

Show Management may, at its discretion, prohibit, restrict, and/or evict exhibits which are in the sole opinion of Show Management objectionable for any reason including but not limited to the following: danger, noise, vibration, glaring or flashing lights, safety and method of operation, objects on display, and/or method of display. Show Management may also prohibit, restrict and/or evict any exhibit which may detract from the general character of the Exposition. Show Management may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else Show Management deems to be objectionable. In the event of such restriction or eviction in said event, Show Management is not liable for any refunds of rental or other expense.

6. PAYMENT FOR SPACE

- Exhibitor with outstanding payments due before Show opening will not be permitted to move into the show.
- If full payment is not received by set dates, space may be rented to another exhibitor and all deposits forfeited.

7. CANCELLATION

A cancellation fee of 25% of the total booth cost shall be assessed in the event of exhibitor cancellation 120 days or more prior to the first move-in day. No refunds or rebates are available for cancellations less than 120 days prior to first move-in day. All cancellation notices must be received in writing. Exhibitors that cancel exhibit space will not be eligible for any of the Show benefits (i.e., attendee post show database, etc.) Show Management reserves the right to treat exhibitors "downsizing" of booth space as cancellation of the original space and purchase of new booth space. Exhibitor may be required to move locations if they request a downsizing of space.

8. DEFAULT

Any exhibitor electing to not occupy contract space by 7:00 p.m. on Monday, October 6, 2025, will be obligated for the full cost of the space and is not entitled to any refund or rebate. Show Management shall have the right to use said space to suit its own convenience, including selling the space to another exhibitor without any refund, rebate or allowance to the defaulting Exhibitor and without incurring any obligation of any kind to said defaulting Exhibitor.

9. SAFETY

Shielding, from chips, sparks, strong lights, moving machinery, smoke, or any toxic substance must be complete. Safety markings, masking, flagging, or railings must be placed around or on any projection or other objects where attendees could injure themselves. Machinery, operating equipment and other objects which might cause bodily harm must be adequately safeguarded. Show Management

shall judge the adequacy of safeguarding shields and barriers to OSHA standards. Storing of inflammable material is not allowed anywhere in the Hall. Smoke detectors may be needed in enclosed display rooms with ceilings.

10. COPYRIGHTED MATERIALS

Exhibitor agrees and warrants that it shall not violate any copyrights, with respect to writings, music or otherwise, at the show or at any function which is part of, affiliated with or held in conjunction with the show, and the Exhibitor assumes sole liability and responsibility for their use or display of any copyrighted materials at the show and shall obtain any and all necessary licenses from copyright owners. Exhibitor shall indemnify and hold harmless exhibit hall, Show Management, D3 Productions, LLC, and Expo Productions Inc., their agents and employees, from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatever kind and nature, including judgments, interest and attorney's fees which any one and/or each of them shall or may at any time, or from time to time, subsequent to the date of the show, sustain or incur, or become subject to, involving, with respect to or relating to Exhibitor's breach of any of its warranties and representations contained herein or the performance, transmission or other use of any copyrighted materials at the show or any function which is part of or affiliated with or taking place at the time of or in conjunction with the show.

11. INSTALLATION AND DISMANTLING

Exhibitors have move-in and move-out times as indicated in the Exhibitor Service Manual. Failure to remove an exhibit in the allowed time will afford Show Management the right to remove and place same in a warehouse, subject to the Exhibitor's disposition, with all charges to follow at no liability to Show Management. All exhibits must remain intact until the Exposition is officially closed. Assigned move-in/out instructions are a binding part of this Contract. Late Exhibitors will be assigned to any location specified by Show Management.

12. EXHIBIT DESIGN, INCLUSIONS AND REGULATIONS

Standard 10' x 10' in-line booths will be provided with back drape and side rails. No exhibit construction, product, or sign may exceed 8' in overall height for in-line booths. If side walls are utilized on in-line booths, a maximum height of 8' is permitted on the back 5' section and a maximum height of 4' is permitted on the front 5' section, Exhibit construction and/or signage may not exceed 10' in overall height on perimeter and peninsula booths. Island exhibits signage cannot exceed 20' to the top of the sign. Refer to Exhibitor Manual regarding signs that hang from the ceiling. All hanging signs must be approved by Show Management or they are prohibited. No exhibit may block or interfere with a neighboring exhibit as determined by Show Management. No nails or screws may be driven into the floor. No damage of any nature may be done to any part of the exhibit hall. Exhibitors will be charged a fee for disposal of any skids, pallets or containers left behind. Show Management reserves the right to make appropriate changes in the floor plan and booth locations as it deems necessary for the overall success of the Exposition.

13. ELECTRICAL COMPLIANCE

Electrical wiring and equipment must meet City of West Allis electrical code, Wisconsin Exposition Center electrical standards and State of Wisconsin codes. All electrical devices and work for all power and light must meet the approval of Show Management. The work of installing electrical connections will not be permitted while the show is in progress.

14. SERVICE ORGANIZATIONS

Show Management has contracted on an exclusive basis, official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by Exhibitor-appointed contractors EAC guidelines will be provided in the Exhibitor Service Manual.

15. RIGHTS IN THE EVENT EXPOSITION IS NOT HELD

Should Show Management elect to cancel the Exposition, Show Management's liability to the Exhibitor shall be the refund of any payments for booth space received. Show Management shall not be liable for any consequential damages which may arise from such cancellation. Should the Exposition be canceled due to circumstances beyond the control of Show Management including but not limited to acts of God, acts of war, governmental emergency, labor strike or destruction of exhibit facility, Show Management shall return each Exhibitor's space payment less a pro rata share of costs and expenses incurred.

16. PROGRAM AND EVENT GUIDE

Show Management will make all reasonable efforts to assure the accuracy of exhibitor listings in the program and event guide. Due to the quantity of entries, errors can occur. Show Management will not be liable to exhibitors for errors and/or omissions.

17. REFRESHMENTS, GIFTS AND CONTESTS, ETC.

Show Management reserves the right to prohibit, limit or discontinue the distribution of gifts, giveaways, or similar promotions. Contests, raffles and drawings, if permitted under state or local laws, will be subject to the written approval of Show Management. There will be no announcement of Exhibitor's contests, drawings or raffles.

18. SERVICES

Show Management shall use reasonable care to have all power, air, water, and gas services installed and operating during the Show. Show Management, however, shall not be responsible for late installation or interruption of any such service.

19. LIABILITIES

Exhibitors hereby agree to indemnify, and save harmless the Wisconsin Manufacturing and Technology Show, D3 Productions, LLC, Expo Productions, Inc., Wisconsin State Fair Park, their managers, officers, sponsors, employees, agents, successors, and assigns from any suit or claim whatsoever for personal injury, or for property damage or for loss of use of property by whoever sustained on or about Exhibitor's participation in the Show, unless the damages or injury is due solely to the negligence of the Wisconsin Manufacturing and Technology Show, D3 Productions, LLC, Expo Productions, Inc., or Wisconsin State Fair Park's Exposition Center.

20. INSURANCE

Show Management shall not be responsible for any loss or damage to any property of the exhibitor for any reason, including theft, unless damage is caused by Show Management or any of its employees. Exhibitor must obtain all necessary insurance for its property and follow and use any of the security arrangements made by Show Management for valuables when the show is not open. Exhibitors shall provide and keep in force during the show period, including move-in and move-out periods the following insurance coverage:

- Worker's compensation and employer's liability covering its employees in the state of Wisconsin, in accordance with the statutory regulations as set forth by the state.
- Comprehensive general liability insurance, including blanket contractual liability, naming Show Management as an additional insured, with limits of liability with at least \$1,000,000 in respect to injuries to any one person resulting from any one occurrence, \$2,000,000 in respect to injuries to one or more persons in any one occurrence, and \$1,000,000 in respect to any damage of property resulting from any one occurrence.
- Certificates of Insurance shall be furnished as soon as possible to Show Management if requested by Show Management prior to the show or following any accident or incident.

21. TAXES

Exhibitor assumes the entire responsibility for and shall indemnify and hold harmless the exhibit hall, Show Management, D3 Productions, LLC, Expo Productions, Inc., their agents and employees, from all state, federal and local taxes associated with sales activities relating to its exhibit.

22. BOOTH ACCESSIBILITY

In accordance with Title III of the Americans with Disabilities Act (ADA), each Exhibitor is responsible for making their exhibit accessible to the disabled, and must indemnify and hold harmless the exhibit hall, Show Management, D3 Productions, LLC, and Expo Productions, Inc. against failure to do so.

23. COMPLIANCE

The Exhibitor assumes all responsibility for compliance with all pertinent laws, ordinances, regulations, and codes of duly authorized local, State, and Federal governing bodies concerning fire, safety and health, together with the rules and regulations of the operators and/or owners of the property wherein the Exposition is held.

24. VIOLATIONS OF RULES AND REGULATIONS

Violations of these rules and regulations as well as those published in the Exhibitor Service Manual will afford Show Management the right to execute one or more of the following remedies: 1) The Exhibitor may be prohibited from exhibiting at the current year's Exposition and will forfeit all booth payments. 2) The Exhibitor may be prohibited from exhibiting at the following year's show. The imposition of one or more of these remedies by Show Management shall not in any way limit available remedies provided in other provisions of this contract or by law.

25. AMENDMENTS

These rules and regulations have been drawn with the single objective of producing a successful show, both for exhibitors and the public. In emergencies and wherever the foregoing rules do not cover, Show Management reserves the right to have full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary for proper conduct of the exhibition.

26. ENTIRE AGREEMENT

This Contract specifically incorporating the Exhibition Rules and Regulations referenced herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. Exhibitor agrees to comply with all provisions incorporated in the Contract including the Exhibition Rules and Regulations. This Contract supersedes all prior agreements and understandings between the parties with respect to the subject matter.

NOTE: MACHINERY MOVING, DRAYAGE, FREIGHT, OR UTILITIES ARE NOT INCLUDED IN EXHIBIT SPACE RENTAL RATE.