

2020 Terms and Conditions

1. Interpretation and Definitions

(a) Interpretation

- (i) Words importing the singular shall be deemed to include the plural and vice versa.
- (ii) When the exhibitor is made up of two or more persons, these terms shall bind them jointly and each of them separately and each of their respective executors, administrators and assignees.
- (iii) When the exhibitor is a company, these terms shall bind the company, its successors and permitted assignees.

(b) Definitions

Business day means any day which is not Saturday, Sunday or a public holiday.

Claim means any or all claims, demands, debts, accounts, actions, expenses, costs, liens, suits, liabilities and proceedings of any nature whatsoever, whether known or unknown.

Delay event means:

- (i) A flood, cyclone, earthquake, bushfire or other act of nature or imminent threat of the same;
- (ii) Riot, war or terrorist act or imminent threat of the same;
- (iii) Pandemic, epidemic, public health emergency or infectious disease; or
- (iv) Compliance with any lawful direction or order by the federal, state or local government including their authorities or agencies.

Event means the annual Primex Field Days event.

Exhibitor means the exhibitor listed at Schedule 1 of these terms.

Exhibitor's personnel means any agents or employee's of, or contractors to, the exhibitor, or any other party that the exhibitor engages, on whatever basis, for the use of the site under these terms.

Organiser means Primex Field Day Events Pty Ltd A.C.N. 098 641 546 and includes its employees, agents, contractors, successors and permitted assignees.

Prospectus means Primex Prospectus Offer that contains these terms and includes any other marketing and sales material of the organiser. © copyright 2020 – Primex Field Days Pty Ltd

Venue means the venue located at Cassino Drive, Casino, in the Northern Rivers of New South Wales and includes private lanes and driveways, carparking and common facilities such as toilets.

Vehicles means any motor vehicle, four wheel drive vehicle, motorbike, caravan, campervan, truck, trailer or machinery.

Virtual event means the Primex Online Business Hub that the organiser may elect to hold on an annual basis in addition to the event.

2. All principals of a company, trust or partnership are required to sign a personal guarantee of the exhibitor's obligations in the form set out in these terms.

3. The observation of agreed time frames is an essential term.

4. The exhibitor shall comply with its statutory obligations with respect to:

- (a) Workplace health and Safety Act 2011 (NSW).
- (b) Workers compensation insurance; and
- (c) any other laws, regulations, approvals, consents and industry standards that apply to the exhibitor's delivery and operation of the exhibitors' business.
The exhibitor must also comply with any directions of the organiser that are required due to the organiser's statutory or insurance obligations with respect to the event.

5. The exhibitor must, at its cost, obtain and maintain current policies of insurance for:

- (a) Compulsory third party insurance for vehicles to access the venue for the purposes of the event and to be parked within the carpark or immediately adjacent to the site, whether such vehicles are owned or operated by the exhibitor or the exhibitor's personnel;
- (b) All third party risks in relation to persons and property including public liability insurance to the amount of 20 million per event (noting the location and date of the event and the organiser as an interested party);
- (c) Workers compensation insurance for the exhibitor's personnel; and
- (d) Public liability and passenger liability aviation insurance for helicopters to access the designated helicopter pad (located at the northern boundary of the venue) for the purposes of the event, should the exhibitor or the exhibitor's personnel intend to use helicopters to access the event.

6. The organiser may require the exhibitor to produce suitable evidence of the policies of insurance required in accordance with clause 5 before the exhibitor is granted access to the site. The organiser acting reasonable, may deny access to the site.
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7. The exhibitor hereby indemnifies and will keep the organiser indemnified at all times against any claim for compensation, damages, losses or costs made against the organiser by any person (including, but not limited to, the exhibitor's personnel) arising directly or indirectly from the exhibitor or the exhibitor's personnel:

- (a) Use of the venue or the site;
- (b) Use of goods, supplies, property or equipment owned or operated by the exhibitor or the exhibitor's personnel at the venue or on the site;

- (c) Actions (negligent or otherwise); or
- (d) Breach of these terms.

8. The exhibitor releases the organiser, to the full extent permitted by law, for loss or damage to any property, or injury or death to any person, arising out of any action (negligent or otherwise), activity or involvement of the organiser pursuant to these terms.

9. The exhibitor must ensure that all vehicles located at the venue are registered and in a presentable and roadworthy condition.

10. The exhibitor shall not, without the prior consent of the organiser, permit any person other than the exhibitor and the exhibitor's personnel to occupy any part of the site. Should this condition not be observed, the organiser may charge additional fees to the exhibitor for the unpermitted persons occupying the site or exercising any of the other rights of the exhibitor under these terms.

11. If the organiser is unable to perform its obligation to hold the event solely as a consequence of a Delay Event:

- (a) The organiser will promptly notify the exhibitor in writing that due to the consequence of the delay event, the organiser's obligation to hold the event has been suspended and the organiser shall not be deemed to be in breach of its obligations under these terms.
- (b) The exhibitor's obligation to pay fees that are due for payment after the date of the organiser's notice at clause 11 (a) in accordance with Schedule 1 of these terms shall be automatically suspended. The exhibitor's obligation to pay fees that were due before the date of the organiser's notice at clause 11 (a) remain payable and are non-refundable.
- (c) The organiser will promptly notify the exhibitor in writing when it is no longer prevented from performing its obligation to hold the event due to the delay event and nominate, at its sole discretion, a new date for the event to be held, provided that the new date for the event is not more than 6 months from the date of the organiser's notice at clause 11 (a)
- (d) The exhibitor shall, within 14 days of receiving of the organiser's notice at clause 11, notify the organiser that it will attend the event on the new nominated date or notify the organiser that it will instead attend the event in the following year. In the event the exhibitor elects to attend the event on the postponed date it will be liable to pay fees in accordance with Schedule 1. In the event that it notifies it will not attend the paid event the following year then the fees will be credited against the exhibitor's account for the event to be held in the following year.

- If the exhibitor does not provide a notice to the organiser in accordance with this clause 11 (e), then the organiser shall forfeit any fees paid by the exhibitor to date.
- (e) And the organiser remains unable to perform its obligation to hold the event at 6 months after the date of the organiser's notice at clause 11 (a), then these terms shall be automatically terminated effective from the expiry of that 6 month period, the organiser shall forfeit any fees paid by the exhibitor before the date of the organiser's notice at clause 11 (a) and neither party shall any further obligation to the other party.
- (f) The organiser shall not be liable to the exhibitor for any claims for compensation, damages, losses or costs made against the exhibitor by any person due to the organiser being unable to perform its obligation to hold the event solely as a consequence of a delay event.
- 12.
- 12.1 The organiser may notify the exhibitor that the date for the event is postponed or brought forward from the date of the event previously advertised and communicated to the exhibitor for reasons (excluding a Delay Event but including and not limited to):
- (a) The request or needs of other exhibitors.
- (b) The availability of the organiser's employees and/or service providers.
- (c) The organiser assigning these terms and the event to a third party as assignee or a change of ownership of the organiser.
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- (d) Projected sales of sites and commercial viability of the event;
- 12.2 The exhibitor must notify the organiser if the exhibitor is unable to participate at the event on the new date notified by the organiser in accordance with clause 12.1 and upon receipt of the exhibitor's notice, the organiser will credit the exhibitor's fees paid to date under these terms to the fees payable for the event to be held in the following year.
13. These terms are terminated and the event cancelled if the organiser:
- (a) Goes into liquidation or is placed under insolvency administration.
14. The organiser may immediately terminate these terms and the exhibitor's participation at the event, and forfeit any fees paid to date, if the exhibitor:
- (a) Becomes bankrupt or goes into liquidation;
- (b) Is subject to a finding of guilt for a criminal or civil offence;
- (c) Ceases business; or
- (d) Fails to remedy, a breach of these terms, within 14 days of receiving a notice from the organiser identifying the breach and requiring the breach to be remedied.
15. Should the exhibitor fail to attend all or any of the days that the event is held for (due to no fault of the organiser), the organiser reserves the right to:
- (a) Forfeit all fees paid by the exhibitor to date;
- (b) Make legal demand for any fees remaining to be paid in accordance with these terms as against the exhibitor and/ or the guarantor;
- (c) Make a claim against the exhibitor and/ or the guarantor for compensation, damages, losses or costs arising directly or indirectly from the exhibitor's failure to attend the event.
16. All vehicles, aircraft (if applicable), goods, supplies, property and equipment brought on to the venue by the exhibitor, the exhibitor's personnel or any third party, is at the sole risk of the exhibitor.
17. The exhibitor and the exhibitor's personnel shall be solely responsible for arranging delivery of its goods, supplies, property and equipment to the site and receipt of those items at the site by the exhibitor's personnel. Any receipt of those items at the site by © copyright 2020 – Primex Field Days Pty Ltd the organiser shall be as agent for the exhibitor and the organiser shall have no liability or responsibility for the items received nor for any issues with the type, quantity and condition of the items delivered.
18. If the organiser requires the site previously granted to the exhibitor under these terms to be reallocated, the organiser will, acting reasonably, consult with the exhibitor before allocating an alternative site to the exhibitor.
19. The exhibitor shall pay the site fees in advance in the amounts and on or before the due dates for payment in accordance with Schedule 1 of these terms. The organiser, may, in its sole direction, elect to extend the due date for payment of any fees.
20. The organiser in accepting payment of any fees or additional costs after the due date, does not waive the organiser's right to require all other fees to be paid on the due date, nor does it waive the organiser's right to terminate these terms due to the exhibitor's default in paying any fees.
21. The exhibitor shall be held in default of these terms if the exhibitor fails to pay any fees or additional costs by the due date in accordance with Schedule 1 and the organiser may send the exhibitor a default notice setting out the outstanding amount.
The exhibitor shall have 14 days to pay the amount outstanding in accordance with the default notice. If the exhibitor fails to comply with the default notice, the exhibitor shall become immediately liable to pay the outstanding amount, together with interest accruing from the original due date for payment set out in Schedule 1 until payment is received at the rate of 15% per annum. The exhibitor shall also pay all costs and expenses incurred in the organiser exercising its rights of recovery from the exhibitor and/or the guarantor
- and the exhibitor shall indemnify the organiser against any losses resulting from the default.
22. To comply with the Workplace Health and Safety Act 2011 (NSW), the exhibitor is responsible for the creation and maintenance of a safe workplace environment for the exhibitor's personnel at the site. All power leads and electrical appliances and equipment brought onto the site must be tested and tagged in accordance with AS/NZS 3760:2010 and to comply with the requirements as set out in Work Health and Safety (Managing Electrical Risks in the Workplace) Code of Practice 2015 and the AS/NZS (3002:2002) 'Electrical Installation – Shows and Carnivals'. The organiser, in the interests of safety to any person, has the immediate right, without prior notification to the exhibitor, to disconnect any power leads that fail to comply with the Australian Standards 3760. The exhibitor is required, before being granted access to the venue, to provide the organiser with a Safety Plan (Risk Assessment Plan) to demonstrate that the exhibitor and the exhibitor's personnel are adhering to the requirements under the Workplace Health and Safety Act 2011 while setting up, operating and dismantling their exhibits at the site. Any hot work including cutting, welding or grinding conducted on site shall require a Hot Work permit to be provided by the organiser. © copyright 2020 – Primex Field Days Pty Ltd
23. The exhibitor must provide written notice to the organiser immediately upon the exhibitor deciding or being prevented from participating at the event for any reason. The following fees remain payable by the exhibitor (which represent the administrative and other costs incurred by the organiser in the preparation of the event) and the organiser shall forfeit the same, if the organiser receives a notice of cancellation:
- (a) At any time following the exhibitor signing on for the event and up to 5 months before the event date: 25% of total fees; or
- (b) 5 months or less before the event date: 50% of total fees; or
- (c) 8 weeks or less before the event date: 100% of total fees; and
- (d) At any time before the event date: 100% of additional costs.
- For the purposes of this clause, the "event date" means the date of the event whether that date is the original date, postponed or brought forward date or new nominated date as a result of a delay event. The organiser may, in extenuating circumstances, elect to reduce the amount of fees payable or waive payment of the fees, in the event of an exhibitor providing a notice of cancellation in extenuating circumstances.
24. Where the organiser agrees to allow the exhibitor to erect permanent or semipermanent structures on the site, the parties will enter into an agreement in respect of that arrangement on terms and conditions acceptable to the organiser.
25. The exhibitor represents and warrants to the organiser that all information and representations that the exhibitor, or any person acting on the exhibitor's behalf

- has given to the organiser are true and correct. The exhibitor warrants that it has not failed to disclose to the organiser anything relevant to the organiser's decision to have dealings with the exhibitor and that no court proceedings or dispute is current that may have an adverse effect on performing the exhibitor's obligations under these terms.
26. The organiser does not warrant that the exhibitors listed or mentioned in any of the organiser's marketing material (including online material) will be participating at the event. The organiser does not guarantee that exhibitors who have registered for the event will be participating at the event.
27. The organiser's prospectus is a summary and is for general information purposes only. The organiser's prospectus does not constitute financial or investment advice and does not contain a guaranteed rate of sales or revenue for the exhibitor as a result of participating at the event. Past performance information contained in the organiser's prospectus is for illustrative purposes only and should not be relied upon as (and is not) an indication of future performance of the event. Any decision of the exhibitor to enter into these terms should be made after the exhibitor has carried out and relied on its own independent enquiries including legal and financial advice.
28. The organiser may elect to provide a virtual event in addition to the event, particularly in the circumstances where the event may have to be postponed in accordance with © copyright 2020 – Primex Field Days Pty Ltd these terms. If the exhibitor chooses to participate in the virtual event however the organiser elects not to proceed with providing a virtual event for any reason, the organiser shall not be liable to the exhibitor for any claims for compensation, damages, losses or costs made against the exhibitor by any person due to a virtual event not taking place.
29. General Provisions Governing law
- These terms are governed and construed in accordance with the law of New South Wales. Severance
 - If any provision contained in these terms is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision shall be severed from these terms which otherwise

- continues to be valid and operative.
- Benefit of terms not assignable
- the exhibitor may not assign the benefit of the rights under these terms without the prior written consent of the organiser.
- Notices
- Notices must be in writing and be given personally by express or registered post with delivery confirmation or by facsimile transmission or email with receipt confirmation.
- Business day
- If the exhibitor must make a payment on or by a day that is not a business day, the exhibitor must make the payment by the next business day.
30. Guarantee
- 30.1 If the exhibitor is a company or trustee then these terms are not binding on the organiser until the exhibitor's performance has been guaranteed by one or more persons of financial substance satisfactory to the organiser in accordance with this clause 30.
- 30.2 In consideration of the organiser, at the guarantors' request, granting these terms to the exhibitor, each guarantor jointly and severally covenants with the organiser that:
- The guarantor, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantees to the organiser (and indemnifies the © copyright 2020 – Primex Field Days Pty Ltd organiser in respect of) the due and punctual performance of all of the exhibitor's obligations under or arising out of these terms including (without limitation):
 - Payment when due of all amounts payable by the exhibitor under these terms;
 - Performance when due of all of the exhibitor's other obligations under these terms; and
 - Prompt payment of all amounts for which the exhibitor may become liable in respect of any breach of these terms.
 - the guarantor's obligations under this guarantee and indemnity are unconditional, irrespective of:
 - the validity, regularity and enforceability of any provision of these terms;
 - the absence of any action by the organiser or the exhibitor to enforce

- these terms;
- our waiver or consent in respect of any provision of these terms;
 - the recovery of any judgment against the exhibitor;
 - any action to enforce judgment against the exhibitor;
 - any variation of these terms;
 - any time or indulgence granted to the exhibitor by the organiser;
 - the dissolution of the exhibitor's buying entity;
 - any change in the status, function, control or ownership of the exhibitor's buying entity;
 - any consolidation, merger, conveyance or transfer by the exhibitor;
 - any other dealing, transaction or arrangement between the organiser and the exhibitor; or © copyright 2020 – Primex Field Days Pty Ltd
 - any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety;
- This guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all of the exhibitor's obligations under or arising out of these terms;
 - The organiser may require the guarantor to make a payment or performance any other of the exhibitor's obligations under or arising out of these terms:
 - Without first requiring the exhibitor to do so;
 - Irrespective of whether such payment or other obligation would be enforceable against the exhibitor; and
 - The guarantor has read this guarantee and indemnity and the rest of these terms and has taken such legal advice he or the guarantor thinks necessary.