MINEXPO INTERNATIONAL 2012
September 24–26 • Las Vegas, Nevada • USA
www.minexpo.com

Terms & Conditions

Upon acceptance of the Application & Contract for Exhibit Space, the Exhibitor shall be bound by the Terms & Conditions set forth herein, the Exhibit Construction Guidelines, the Fire & Safety Regulations, the Building Users Manual, the floor plan, the Exhibitor Guide & Services Manual and by such amendments or additional rules that may be established by NMA. The term "NMA" as used in this document refers to the National Mining Association and MINExpo INTERNATIONAL® 2012 (MINExpo®, MINExpo® 2012). The terms "Show Management" and "Management," refer to Hall-Erickson, Inc. The terms "Official Contractors" refer to all official service contractors. The term "General Contractor" refers to the official general contractor. The term "LVCC" refers to the Las Vegas Convention Center. All exhibitors are subject to these regulations and policies and should review them thoroughly before signing and sending their Application and Contract for Exhibit Space.

EXHIBITOR ELIGIBILITY

a. **General Eligibility**—Participation as an exhibitor in MINExpo® is limited to manufacturers of mining machinery, equipment and supplies, and to other firms and organizations that provide essential services to the mining industry. Show Management has the sole right to determine the eligibility of any company or product for inclusion in the exhibition. Show Management reserves the right to reject, eject or prohibit any exhibit in whole or in part, or Exhibitor or his/her representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to Exhibitor, of the amount of rental unearned at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.

b. **Remanufactured Equipment**—Remanufactured equipment and components may be exhibited by the Original Equipment Manufacturer (OEM) of that product or products for the purpose of showing the role of re-manufacturing in the OEM's business. Any company other than the OEM who offers re-manufacturing services may exhibit with a promotional display highlighting said services.

c. **Distributor/Dealer Participation**—No display or advertising material may carry the distributor's or dealer's name or address different from the manufacturer's trade name. Only one manufacturer's product may be shown for each 100 sq.ft. (9.29 square meters) of exhibit space occupied. Only the manufacturer's name will be listed in the Exhibition Directory. A distributor or dealer who handles a manufacturer's products on an exclusive basis in the United States will be permitted to exhibit under their own name. All directory listing names will appear as shown on the Application & Contract for Exhibit Space.

1. **ACCESS TO EXHIBIT SPACE**—During the Exhibition, exhibitor personnel will have access to their exhibits two hours before the official Exhibition hours each morning and one hour after show closing. In the event that special cleaning or maintenance requires exhibitor personnel to enter the hall prior to these times, a special early entry pass must be secured from Show Management 24 hours in advance.

2. **ADA PROVISIONS**—Exhibitor represents and warrants that its exhibit will be accessible to the full extent required by law; that its exhibit will comply with the Americans with Disabilities Act (ADA) and with any regulations implemented by that Act; and, that it shall indemnify and hold NMA, Show Management, the LVCC and all Official Contractors harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against NMA, its officers, directors, agents or employees, on the basis of the exhibitor's breach of this paragraph or non-compliance with any of the provisions of the ADA. Information regarding ADA compliance is available from the U.S. Department of Justice ADA Information Line at (800) 514-0301, and from the ADA Web site at: www.usdoj.gov/crt/ada/adahom1.htm.

3. **ANCILLARY ACTIVITY**—Exhibitors are prohibited from conducting any off-site sales or promotional activities that would take visitors away from the LVCC during published event hours. Exhibitors may use meeting rooms at the LVCC for sales meetings, food functions or promotional activities. Written approval for the event and reservations for meeting rooms must be obtained through NMA. MINExpo 2012 has a suit-casing and outboarding policy prohibiting exhibitors and non-exhibiting companies from soliciting attendees in the aisles or other public spaces of the LVCC and/or supporting any event within the LVCC and at MINExpo host hotels that is hosted by a non-exhibiting company. (Please report this activity to the MINExpo Show Management Office immediately). Exhibitors in violation of the above-mentioned policies will be subject to penalties that include closure of their exhibit space at MINExpo 2012 without refund and/or loss of space selection priority points for MINExpo 2016. Non-exhibiting companies in violation of suit-casing and outboarding policies will have their badges confiscated for the balance of MINExpo 2012, without refund of any monies paid, and will not be allowed to attend the event for two (2) shows from the year of the infraction unless their company becomes an exhibitor.

4. **APPLICATION FOR EXHIBIT SPACE**—Applications for exhibit space should be submitted promptly and must be accompanied by a deposit as outlined in Section VII of the Application & Contract for the net price of the total space for which you are applying, payable to "National Mining Association" in US dollars. All applications received from MINExpo® 2008 exhibitors by July 26, 2010, will be part of the first-round priority space assignments. Applications received after that date will be assigned on a "space available" basis. Applications received after February 1, 2012, must be accompanied by a check for the full price of the space or be paid in full by credit card. Any applications received after August 1, 2012, must be accompanied by a certified check for the full price of the space or be paid in full by credit card.

5. **AUTHORITY**—NMA shall have the power to adopt and enforce all Show attendance rules and regulations with respect to the kind, nature and eligibility of exhibitors adopted by it or set forth herein. NMA has appointed Show Management to act as its duly authorized agent and to enforce all rules and regulations. NMA's decisions on such matters as may be referred to it shall be final.

6. **BADGES AND EXHIBIT PERSONNEL**—Admission will be by badge only. Identification badges are not transferable. The exhibitor shall have an authorized representative present at the Show throughout all exhibit periods and during the installation and dismantling of the exhibit.

7. **CANCELLATION POLICY**—All cancellations must be in writing. The 25 percent initial deposit is nonrefundable under any circumstances. Companies canceling after space has been assigned will receive a refund of the amount paid in excess of the 25 percent initial deposit provided written notice is postmarked on or before February 1, 2012. No refunds will be made on cancellations postmarked after February 1, 2012.

8. **CARE OF THE BUILDING**—Each Exhibitor is liable for any damage to the LVCC and surrounding grounds caused during pre-assembly, staging of equipment, moving in, operation of, moving out of their exhibit, dismantling and movement off of the LVCC property. The Exhibitor shall be responsible for any claims, losses, liabilities, damages and expenses relating thereto, and the Exhibitor agrees to protect, indemnify, hold harmless and defend MINExpo INTERNATIONAL 2012 and NMA and their respective directors, officers, employees, agents, representatives and successors against all such claims, losses, liabilities, damages and costs and expenses, including reasonable attorney's fees and costs of litigation.

   Painting of the floor in exhibit areas is not permitted. No covering shall be attached or fastened to the floor or walls of the exhibit hall in any manner whatsoever without the consent of Show Management. Drilling holes in the floor of the exhibit hall to anchor machinery is not permitted. Damages to the building and surrounding grounds of the LVCC will be billed to the exhibitor responsible.

9. **CHILDREN**—No child 17 years or younger will be permitted on the Show floor regardless of affiliation or circumstances. School-sponsored groups that have the prior consent of NMA are excluded.

10. **CONTESTS, PROMOTIONS, RAFFLES, MODELS, SOUVENIRS, ETC.**—Prize contests, drawings, the giving of souvenirs and other promotional items are subject to the control and approval of Show Management. Exhibitors should submit full details on any intended activity of this kind to Show Management by July 1, 2012. Uniformed attendants, models and other employees must be dressed in good taste and remain in spaces occupied by their employers.

11. **DEFAULT IN PAYMENT OF RENTAL**—Any exhibitor failing to pay rental called for by this Agreement on or before the due date for such rental shall be deemed to be in default. In such event, and without further notice to exhibitor, Show Management shall have the right to use the space assigned to the exhibitor to suit its own convenience, including selling all or a portion of such space to other exhibitor(s).

12. **DISPLAY REGULATIONS**—Regulations relating to display materials, height limitations, copy, logos, etc. are included in the Terms and Conditions, Fire & Safety Regulations, the Exhibitor Guide and Services Manual, the floor plan and the Exhibit Construction Guidelines, all of which are part of the MINExpo Exhibit Application & Contract for Exhibit Space.

13. **EQUIPMENT SAFETY**—Exhibitor agrees to accept full responsibility for compliance with national, state, city and Occupational Safety and Health Administration regulations in the provision and maintenance of adequate safety devices and conditions for the operation of machinery and equipment. Equipment displayed in a raised position must be securely locked in position to prevent accidental lowering.

14. **EXHIBITOR APPOINTED CONTRACTORS (EAC)**—Exhibitors are expected to comply with the General Contractor's union requirements in effect in the LVCC. In the interest of the exhibitors, NMA has selected certain firms as official contractors for such services as drayage and rigging, painting, assembly of machinery, electrical, plumbing, custom cleaning, computer rental, telephone rental, food service, rental of furniture and booth equipment, decorations, signs and flowers. All service contractors selected by NMA must employ appropriate union personnel. Exhibitors are required to use the officially appointed contractors for drayage and rigging, for the assembly of machinery, painting, electrical, plumbing, computer rental, telephone rental, custom cleaning and food service. Exhibitors may use contractors other than those appointed by NMA for services other than those listed above, provided that such Exhibitor Appointed Contractors (EACs) comply with the work rules and guidelines in effect in the LVCC and provide a certificate of insurance to Show Management. Coverage amounts and sample certificates will be provided in the Exhibitor Guide & Services Manual. EAC's must be authorized through the Exhibit Service Contractors Association (ESCA) to work in the LVCC and pay applicable LVCC EAC fees. For more details, visit the following web site: https://www.workeridbadge.com. The exhibitor must advise Show Management by July 9, 2012, of their intent to use an EAC. Exhibitors who do not provide a certificate of insurance from their EAC to Show Management by August 6, 2012, are bound to use the services of the General Contractor. Any contractor not approved in writing by Show Management will not be allowed to operate in the LVCC. Approval forms, insurance coverage amounts, and sample certificates will be provided in the Exhibitor Guide & Services Manual.

15. EXHIBITOR REGISTRATION—Exhibitor personnel staffing a booth at MINExpo are required to register. Each contracted exhibitor will receive four complimentary badges per every 100 sq.ft. (9.29 square meters) of booth space (200 badge maximum). All personnel in excess of the complimentary allotment will pay an exhibitor registration fee of US$25 per person ($50 on site). Exhibitor pre-registration will be available on the MINExpo website only.

16. FABRICATED DISPLAYS—Each exhibitor remains responsible for the safety/engineering issues related to exhibit construction and should carefully check to make sure their exhibit is in full compliance with the Fire & Safety Regulations as published in the Exhibitor Guide & Services Manual. Covered exhibits, canopies or double-decked booths must be structurally sound and cannot be installed without Show Management approval. Any single level exhibit exceeding 300 sq. ft, of contiguous covered area and/or 1,000 sq. ft. of total booth space, and all multiple-level exhibits must have a booth plan submitted to the LVCVA Safety Office for approval, prior to the exhibit coming onto the LVCVA Convention property. Fire extinguishers, fire alarms or fire guards, etc. may be required. Exhibitors planning to construct two-level displays or utilize roof-top lounge/viewing areas must meet LVCC Fire Safety Regulations and provide certification of structural safety of their displays. For additional information about two story displays and platform displays, please refer to the TG-65 policy in the Building Users Manual.

17. FAILURE TO HOLD SHOW—Should any contingency prevent holding MINExpo, NMA may retain such part of the exhibitor's rental fees as shall be required to compensate it for expenses incurred up to the time such contingency shall have occurred. All remaining rental fees shall be refunded. However, exhibitors will not be reimbursed if MINExpo is canceled, postponed, curtailed or abandoned due to an act of God, war, terrorism, insurrection, strike or radioactive contamination.

18. FIRE PROTECTION—Each exhibiting firm agrees to abide by all federal, state and local ordinances as published in the Fire & Safety Regulations, found in the Exhibitor Guide and Services Manual.

19. FLOOR LOAD—Under no circumstances may the weight of any equipment or exhibit material exceed the halls' maximum floor loads. Refer to floor plan and Building Users Manual for more details. Exhibitor accepts full and sole responsibility for any injury or damage to property or person resulting from failure, knowingly or otherwise, to distribute the load of its exhibit material in conformity with the maximum floor load specifications.

20. FOOD AND BEVERAGE—Alcoholic beverages in any form may not be served in exhibit spaces. Exhibitors must arrange all food and beverage service through the official caterer.

21. HELIUM BALLOONS—Helium balloons no smaller than 36 inches (91.44 cm) in diameter are allowed only when they are anchored to exhibits and do not exceed the maximum allowable height permitted for booth occupied. Absolutely no helium balloons shall be permitted for giveaway or sale.

22. INSURANCE REQUIREMENTS—NMA requires that each Exhibitor maintain general public liability insurance against claims for personal injury, death or property damage incident to, arising out of or in any way connected with the Exhibitor's participation in the Show in an amount of not less than one million dollars ($1,000,000) for personal injury, death or property damage in any one occurrence. Such insurance maintained by the exhibitor must be issued by an insurance company with an A.M. Best rating A- or higher and shall include coverage of the indemnification obligations of the exhibitor under these rules and regulations, and shall name MINExpo INTERNATIONAL 2012, NMA, Show Management and the LVCC as additional insureds on the general liability policy. Each Exhibitor is required to carry workers compensation coverage protecting employees in accordance with the laws of the State of Nevada. Each exhibitor acknowledges that it is responsible for obtaining, for its protection and entirely at its own expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policy providing such property insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against MINExpo INTERNATIONAL® 2012, NMA, Show Management and the LVCC. Nothing in this paragraph shall limit the amount of liability for which an exhibitor may be found responsible.

23. INSTALLATION & DISMANTLING—Move-In Procedures: Each exhibitor will be assigned a specific target date between September 17 and September 23, on which equipment and materials must arrive at LVCC. Compliance with this date is mandatory. Installation must be completed by 3 p.m., Sunday, September 23, 2012.

Last-In/First-Out (LIFO): Exhibitors near freight doors may be required to delay installation. Applicants should consult the floor plan for those exhibit spaces designated as "late set-up."

Move-Out Procedures: Dismantling of any display or packing of materials may not begin until 5 p.m. on Wednesday, September 26. Exhibitors are obligated by the terms of their contract to remain in place, with their exhibits in full operation until the official closing time. Violations of this rule will be considered unprofessional and detrimental to the Exhibition and may affect the exhibitor's future participation in NMA-sponsored trade shows. All move-out operations for MINExpo must be completed by 5:00 p.m. on, Saturday, September 29, 2012. The exhibitor agrees that MINExpo and Show Management shall, without incurring any liability for damage or loss, have the right to dismantle and pack any property of any exhibitor who has failed to do so in the time allotted, or to order such work done at the sole expense of the Exhibitor. The exhibitor further agrees that Show Management, at its sole discretion, shall have the right and authority to clear from the premises any exhibit material or other property of the exhibitor for which sufficient shipping arrangements have not been made at the sole expense of the exhibitor.

24. INTELLECTUAL PROPERTY RIGHTS (IPR)—MINExpo 2012 is aware there could be Intellectual Property Rights (IPR) issues among its exhibitors. For those exhibitors experiencing IPR issues, MINExpo has developed guidelines for situations that may arise at show site. These guidelines apply to the protection of trademarks, service-marks, copyrights and patents. For more information, refer to the Intellectual Property Rights information page in the MINExpo Exhibitor Guide & Services Manual. Violations of Clark County, Nevada court orders may result in one or all of the following actions: Closure of booth; loss of priority points accumulated to date; exclusion from future MINExpo events.

25. LIABILITY & INDEMNIFICATION—NMA, Show Management, the LVCC, official service contractors, and their respective directors, officers, employees, agents, representatives and successors shall not be liable for, and are hereby released from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of Exhibitor or to any other person or any theft, loss of or damage to any property of exhibitor or any other property where such injury, theft, loss or damage is incident to, arises out of or is an any way connected with Exhibitor's participation in MINExpo. The Exhibitor shall be responsible for any such injury, theft, loss or damage, any expenses relating thereto, and the Exhibitor hereby agrees to protect, indemnify, hold harmless and defend MINExpo INTERNATIONAL 2012, NMA, Show Management, the LVCC, official service contractors, and their respective directors, officers, employees, agents, representatives and successors against all such claims, liabilities, theft, losses, damages, costs and expenses, including reasonable attorney's fees and costs of litigation; provided that the foregoing shall not apply to injury, loss or damage caused by or resulting from the sole negligence of MINExpo INTERNATIONAL 2012, NMA, Show Management, the LVCC, official service contractors, and their respective directors, officers, employees, agents, representatives and successors.

In addition to the foregoing, the Exhibitor agrees that it will make no claim of any kind against MINExpo, NMA, Show Management, the LVCC, official service contractors, and their respective directors, officers, employees, agents, representatives and successors for any injury, loss, cost or damage of any nature or character whatsoever, including, without limiting the foregoing, any claim for damage to the Exhibitor's business by reason of the failure to hold the Show or to provide space for any exhibit or the removal of the exhibit, or for any action of MINExpo, NMA, Show Management, the LVCC, official service contractors, and their respective directors, officers, employees, agents, representatives and successors in relation to the exhibit, the Exhibitor or the show.

26. LITERATURE DISTRIBUTION—Exhibitors must confine exhibit sales and marketing activities to their assigned space.

27. MACHINERY EQUIPMENT—Machinery and equipment may be displayed in a manner comparable to actual industrial utilization, but should be positioned so as to minimize interference with the sight line into neighboring exhibits. To ensure the safety of all MINExpo participants, it is recommended that machinery and equipment be positioned 12 inches (30.48 cm) from the aisle when displayed in in-line booths.

28. MOVEMENT OF EXHIBIT MATERIAL—No exhibit material may be moved into or removed from the exhibit area during the official Exhibition hours except by written permission of Show Management.

29. MUSIC LICENSING—NMA has secured a public performance license with ASCAP and BMI.

30. NOISE LEVELS (machinery, live music, performances)—Exhibitors operating mining equipment, sound amplification equipment or other equipment generating noise shall do so only at a level that does not interfere with other Exhibitors. The maximum decibel level for equipment or sound amplification will be 80db measured from the perimeter line of the booth. Refer to OSHA at http://www.osha.gov for more information. Show Management reserves the right to prohibit exhibits that detract or are out of keeping with the character of the Exhibition. Live music is prohibited. Live performances to recorded music are prohibited without the express written consent of Show Management.

31. PROPERTY LEFT ON PREMISES—The exhibitor shall remove from the premises of the LVCC by 5:00 p.m. on Saturday, September 29, all property, goods and effects belonging to the exhibitor or co-exhibitor, or caused by the exhibitor to be brought on said premises. If any such property is not removed at the above-stated time, NMA shall have the right to store or cause to be stored any such property, and the exhibitor shall be charged for all fees and expenses incurred.

32. REDUCTION IN SPACE SIZE—Any reduction in space size after initial assignments will be treated as a cancellation. Any funds retained by NMA upon space reduction will be applied to cover the rental of the smaller space, but cannot be applied to cover the costs of other services, such as dues, registration, event tickets, advertising or any other service. All forfeited funds will be retained by NMA as liquidated damages. Exhibitors who reduce the size of their display may lose their space assignment and be moved at the discretion of Show Management.

33. SALES AND ORDER-TAKING—While the taking of orders at the Exhibition is permitted, all order-taking activity must be conducted in a manner in keeping with the professional character of the Exhibition. Over the counter retail sales are prohibited.

34. SPACE ASSIGNMENT POLICY—MINExpo® 2008 exhibitors who submit their applications by July 26, 2010, will be assigned exhibit space on a priority point basis. Space assignments for applications received after July 26, 2010, will be determined by the date the application is received on a space-available basis.

35. STANDARD BOOTH EQUIPMENT—Indoor, inline booths include 8' (2.43 m) high back drapes, 3' (.91 m) high side drapes and a standard ID sign measuring 7" x 44" (17.78 cm x 111.76 cm). All other booths are rented "as is."

36. SUBLETTING OF SPACE—Exhibitors shall not assign, sublet or apportion the whole or any part of their assigned space. Any attempted assignment or subletting shall be void and any assigned space will be withheld from the unauthorized assignee or subtenant. Exhibitors may not feature the names of non-exhibiting manufacturers in their displays. This does not apply to names of parent, subsidiary or affiliated companies. Should an article of a non-exhibiting manufacturer be required for the proper operation or demonstration of an exhibitor's display, identification of such article shall be limited to the regular nameplate imprint or other identification of such article that in standard practice appears normally on the article as sold in the industry.

37. UNION LABOR AND WORK AGREEMENTS—The exhibitor hereby agrees to abide by all agreements made between the unions, MINExpo, its agents, its Official Contractors, and the LVCC, pertaining to the use of union labor while in the LVCC.