

“TERMS AND CONDITIONS”

1. Definitions: "Sponsor" means the Manufacturing Jewelers and Suppliers of America, Inc., its officers, agents or employees. "Exhibitor" means the exhibitor shown on this document or its officers, agents or employees. "Exposition" means all events and activities related to the Expo to be held March 10-12, 2019, located at Jacob K. Javits Convention Center and organized by the Sponsor. "Exhibit" means the exhibit, booth, stall or display used by Exhibitor at the exposition, all components, installations, and equipment, and any part thereof that are located at the space assigned to the Exhibitor by the Sponsor. "Owner" means the owner or lessor of the exposition premises. "Show Management" means the designated staff persons of MJSA whose responsibilities include the daily operation of the Exposition.

2. Limitation of Liability: The Exhibitor hereby assumes the risk of all liability and hereby waives any claims for any loss, theft, damage to or destruction of any property of the Exhibitor, or the agents, invitees of the Exhibitor or members of the public or for any personal injury to any and all persons, including the Exhibitor or the agents or invitees of the Exhibitor or the public in general. Exhibitor hereby agrees to indemnify, defend and hold Sponsor and Owner harmless from any and all claims by third parties against Sponsor or Owner arising from any loss, theft, damage to or destruction of property, personal injury or death caused by or resulting from the acts or omissions of the Exhibitor, or the agents or invitees of the Exhibitor in connection with the Exposition. Exhibitor shall take all precautions necessary to prevent the occurrence of any loss, theft, damage, destruction of property, death or personal injury to persons at the Exhibit and in connection with the Exhibitor's activities at the Exposition.

3. Insurance: Each Exhibitor shall, at its own expense, obtain and maintain adequate fire, theft and liability insurance with respect to the Exhibit, and any property therein and Exhibitor's activities at the Exposition and during transit to and from the Exhibit of Exhibitor and of the property of Exhibitor. Upon request of the Sponsor, the Exhibitor shall furnish to the Sponsor, at no cost to the Sponsor, evidence of insurance coverage maintained by the Exhibitor.

4. Attendance: The Sponsor shall have the sole right to determine attendance policies at the Exposition. No person under the age of sixteen (16) will be allowed into the Exposition either to visit or to work.

5. Eligible Exhibits: The Sponsor shall have the sole right and discretion to determine the eligibility of any Exhibitor or product for inclusion in an Exhibit or participation in the Exposition.

6. Exhibitor Sales: The Sponsor shall have the sole right and discretion to establish and determine sales policies at the Exposition. Except for sales of loose gemstones, no delivery of any merchandise will be permitted on the Exposition premises. Exhibitors shall not enter into sales agreements where the delivery of goods, services or products will take place during or at the Exposition. Orders for items may be taken provided the items are sold for future delivery only. Equipment or machinery used in an Exhibit may be sold provided that the delivery of such equipment or machinery shall not take place until the Exhibit teardown and move-out period following the conclusion of the Exposition. Exhibitors who deliver or attempt to deliver goods during the Exposition in violation of this paragraph will be subject to closure and/or ejection from the Exposition. Sponsor's determination as to whether a sale, order or delivery is made in violation of this Agreement shall be final and binding.

All exhibitors will provide proper documentation, to customers, of any order or sale made at an MJSA EXPO. All terms and conditions of the sale will be clearly noted, including selling price and delivery time. All exhibitors will honor quoted prices and will deliver product and/or services within the time period specified. All exhibitors will ensure that products and/or services will perform as promised. In the event that they do not, the exhibitor agrees to work with the customer to resolve the situation to the customer's satisfaction. Exhibitors not conforming to these standards may be ejected from the current EXPO and may be denied the option of exhibiting at any and all future EXPOS.

7. Infringement on Creativity: Each Exhibitor agrees not to deliberately infringe on the creativity of another exhibitor. In the event Sponsor determines that an Exhibitor has deliberately infringed on the creativity of another exhibitor who has copyrighted its work and has become recognized for a particular type of goods or look, this agreement may be terminated by the Sponsor and Exhibitor may be barred from future Expositions.

8. Rejected Exhibits/Displays: Each exhibitor shall maintain its Exhibit in strict compliance with these "Terms and Conditions" during the entire period of the Exposition. The Sponsor, in its sole discretion, reserves the right to refuse admission, reject, close, correct, remove, eject or prohibit, in whole or in part, any Exhibit, sign, display or any other item and to refuse admission to or eject any Exhibitor or its representatives, agents or employees from the Exposition when, in the opinion of the Sponsor, such refusal or ejection is warranted or is in the best interest of the Exposition.

9. Exhibitor's Representative: The Exhibitor shall designate in writing at least one person to be its representative in connection with the installation, operation, and removal of the Exhibit. Such representative shall be authorized to enter into such service contracts with respect to the setting up, maintenance and tearing down of the Exhibit as may be necessary or appropriate, and for which Exhibitor shall be responsible. Sponsor reserves the right to have any Exhibit that requires extensive set-up installed at the expense of Exhibitor if work has not commenced on installation by 3:00 p.m. of the day preceding opening of the Exposition premises. The Exhibitor or its agents shall provide the Sponsor with a list of personnel authorized to work at the Exhibit.

10. Fire and Safety Laws: The Exhibitor shall comply with all federal, state, and local codes and laws and rules, if any, of the Owner. All Exhibit decorations and/or components shall be flameproof. No decorations of paper, pine boughs, leafy decorations, branches or similar material are allowed. Where decorations or Exhibit components are not supplied by the official show decorator, a "nonflammable certificate of approval" must be immediately available for inspection by the Sponsor or federal, state or local authorities. Smoking in Exhibits or in the hall may be forbidden. Aisles, fire exits and fire control equipment shall not be blocked by Exhibits. All Exhibits shall remain in the areas indicated on the "Official exhibit floor plans". All electrical installations and equipment shall be installed in accordance with "NEC", "NFPA Code" and local codes and regulations where applicable, and are subject to approval by the Sponsor, the Owner and/or local authorities. Non-compliance shall constitute cause for the removal of the equipment or Exhibit.

11. Sound Devices: The use of music, through the use of sound reproduction devices, live performance, or in any other form, is prohibited. The use of devices for the electro-mechanical reproduction of other sounds is permitted, but shall be controlled. Sound of any kind shall not be projected outside the confines of the Exhibit. The Sponsor shall have the sole right and discretion to determine whether any Exhibit sound is excessive and may order an Exhibitor to immediately bring the sound within acceptable levels or to cease and desist from creating such sound.

12. Labor: The Exhibitor shall comply with site and union work rules where applicable. Authorized contractors to perform certain set-up, maintenance and tear down tasks will be made available by the Owner. Use of other than Owner authorized contractors is subject to prior written approval by the Sponsor.

13. Defacing of Exposition Site: The Exhibitor shall be liable for any damage caused by fastening of Exhibit fixtures to the site walls, floors, ceilings or for damage to any Sponsor or Owner provided Exhibit equipment, or for damage caused in any other manner. Exhibitor shall not apply paint, lacquer, adhesive or any other coatings to the site walls, floors, ceilings or to any Sponsor or Owner provided Exhibit equipment.

14. Character of Exhibits: Each Exhibitor shall ensure that its Exhibit is consistent with, and its agents comply with, the character and high standards established for the Exposition by the Sponsor. Distribution of samples and printed matter of any kind, or any other promotional or directional material, is restricted to the confines of the Exhibit. No noise makers, decorations, costumes or anything not in keeping with the character and high standards established for the Exposition by the Sponsor shall be distributed or utilized by any Exhibitor in the Exhibit area or during the Exposition.

15. Exhibit Logistics: The Sponsor will use reasonable efforts to forward to the Exhibitor, prior to the Exposition, detailed data in the form of an "Exhibitor's Information Kit" and Exhibitor newsletters. The kit will include information regarding shipment, labor, electrical and other utility services, booth rental items, Exposition and Exhibit time tables and hotel accommodations. Service order forms will be included and should be returned promptly.

16. Relocation of Exhibits: Whether or not any Exhibitor has executed an Exhibition space renewal, the Sponsor shall have the right to relocate, without notice, Exhibit locations when it is determined that such relocation is necessary or in the best interest of the overall Exposition. Such relocation may be made either prior to or during the Exposition and may be for the reasonable compliance with fire and safety codes, site technical compliance (i.e. floor loads, door sizes, electrical services or utilities) or other reasons which in the sole judgment of the Sponsor are in the best interest of the overall Exposition. In the event an Exhibit needs to be relocated, the Sponsor will use reasonable efforts to provide the Exhibitor with a comparable location but, in all cases, the Sponsor shall have the sole authority to determine Exhibit locations and relocations. The Exhibitor shall bear all costs associated with such relocation.

17. Subleasing: The Exhibitor shall not assign this contract or sublet its Exhibit, nor any part thereof, except upon prior written permission of Sponsor.

18. Security: The Sponsor will employ guards during the course of the Exposition for the purpose of monitoring compliance in the Exposition common areas with fire and safety regulations. In no event shall the Sponsor be liable to provide any security, fire or safety service on behalf of any Exhibitor.

19. Compliance With Laws: The Exhibitor shall comply with all applicable laws, rules, regulations and ordinances.

20. Exhibit Rental Terms: The Sponsor reserves the right to establish a billing and/or payment schedule for all Exhibit rental fees. All such fees to reserve and utilize space must be paid to the Sponsor upon signing, due to the advertising obligations and expenditures and commitments made by Sponsor, who has required final payment by October 29, 2018 for other Exhibitors.

21. Cancellation of Exhibits: In the event the Exhibitor fails to fulfill this agreement, withdraws from the show or reduces the size of exhibit space, Exhibitor agrees and acknowledges that because of commitments incurred by Sponsor, all monies paid shall be retained by Sponsor and are non-refundable and non-transferable to any other show, Exhibitor, publication or membership dues. Exhibitor and Sponsor further agree that the monies paid, shall be retained as liquidated damages as Sponsor's sole remedy, given that Sponsor's damages for any failure by Exhibitor under this section would result in damages to Sponsor not capable of easy or ready calculation.

22. Acts of God, Fires, Strikes, Site Unavailability, etc.: The Sponsor shall not be liable for any delay, or failure to hold all, or part, of the Exposition, or any other effect on the Exposition, Exhibitor or Exhibit, due to causes beyond the Sponsor's reasonable control, including without limitation acts of God, acts of the Exhibitor, acts of civil or military authority, government priorities, floods, fires, strikes or other labor disturbances or actions, war, or lack of labor, material, or space. The Sponsor may retain such part of the Exhibitor's rental fees as shall be required to recompense the Sponsor for expenses incurred up to the time such contingency shall have occurred.

23. Severability: Should any provision of the contract be held invalid, such provision shall be considered severed and such invalidity shall not affect the remainder of the provisions herein.

24. Different Terms and Conditions: Any additional or different terms and conditions proposed by the Exhibitor are objected to by the Sponsor without the need of notice or objection and shall be of no effect or in any circumstances binding upon the Sponsor, unless specifically agreed to in writing by the Sponsor.

25. Photographic Equipment: No professional photographic equipment of any kind will be allowed into the exhibit hall without the consent of show management. Anyone found to have professional photographic equipment in the exhibit hall will be immediately removed.

26. Miscellaneous: These Terms and Conditions, including other documents specifically incorporated or referenced herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and any and all agreements oral or written, in relation thereto are hereby expressly superseded and canceled. The contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. The failure of any party to insist in any one instance or more upon strict performance of any of the Terms and Conditions hereof, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of such terms, conditions, rights or privileges, but same shall continue to remain in full force and effect. The section headings in the contract are inserted for convenience and shall not control or affect the meaning or construction of any provision of the contract.

27. Amendment: Any and all matters or questions arising as to the interpretation of the foregoing Terms and Conditions shall be determined by the Sponsor, whose decision shall be final and binding on the Exhibitor. These Terms and Conditions may be amended at any time by the Sponsor. and all amendments so made shall be binding on the Exhibitor, upon receipt of notice thereof, to the extent such amendments are required (A) to comply with applicable laws, rules, regulations and ordinances, (B) to meet the requirements of the Owner, or (C) are otherwise necessary to enable the Sponsor to conduct the Exposition .

28. MJSA Equipment & Supplier Exposition Display Rules & Regulations: To ensure that the rights of all exhibitors are considered at an MJSA EXPO, the following rules and regulations for construction of exhibits must be followed. As stated in the Terms & Conditions, these regulations are part of your exhibit contract and were developed based on the standards issued by the International Association of Exposition Managers.

- **EXHIBIT DESIGN:** All designs for custom exhibits must be approved at least 60 days in advance of move-in by MJSA show management. New booths without pre-approval will not be allowed to set-up.
- **STANDARD BOOTH: Definition:** One or more standard units in a straight line. **Height:** Exhibit fixtures, components and identification signs will be permitted to a maximum height of 8'3", (2.5m). The cubic content of the entire booth can be utilized up to a height of 8'3".
- **PERIMETER WALL BOOTH: Definition:** Standard booth located on the outer-perimeter wall of the exhibit floor. **Height:** Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'0" in perimeter wall booths where ceiling allows. The cubic content of the entire booth can be utilized up to a height of 8'3".
- **PENINSULA BOOTH: Definition:** Exhibit of four or more standard units back to back with an aisle on three sides. **Height:** Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'0", provided written approval is received from show management at least 60 days prior to the show. No multiple story booths are allowed. The cubic content of the entire booth can be utilized up to a height of 8'3". **Structural Integrity:** All exhibit fixtures and components exceeding 8'3" in height must have drawings available for inspection by show management, the installation and dismantling contractor, exhibitor and governmental authority during the time the exhibit is being erected, exhibited and dismantled at the show site that include a signature or stamp of a reviewing structural engineer indicating that the structure design is property engineered for its proposed use.
- **ISLAND BOOTH: Definition:** Exhibit in four or more standard units with aisles on all four sides. **Height:** Exhibit fixtures, components and identification signs will be permitted to a maximum height of 12'0" provided written approval is received from show management at least 60 days prior to the show. No multiple story booths are allowed. **Depth:** Because an island booth is automatically separated by the width of an aisle from all neighboring exhibits, full use of the floor plan is permitted. **Structural Integrity:** All exhibit fixtures and components exceeding 8'3" in height must have drawings available for inspection by show management, the installation and dismantling contractor, the exhibitor and governmental authority during the time the exhibit is being erected, exhibited and dismantled at the show site that include a signature or stamp of a reviewing structural engineer indicating that the structure design is property engineered for its proposed use.
- **CANOPIES: Definition:** An exhibit component supported over an exhibitor's space for decorative purposes only. No ceilings are allowed. **Height:** Canopies and umbrellas will be permitted to a height that corresponds to the height regulation for the appropriate exhibit configuration of which they are part. For example, canopies will not exceed 8'3" in height in a standard booth configuration. Furthermore, the canopy will not exceed 1'0" in depth and cannot be used for identification or display purposes. **Depth:** Canopies may extend out to the aisle line and up to the booth line on either side of an exhibitor's space providing that the support structure will not exceed 3" in width when placed within 10 lineal feet of an adjoining exhibit and not confined to that area of the exhibitor's space *which is* at least 5'0" from the aisle line. Furthermore, canopies or umbrellas will not be used for identification or display purposes except as would normally be allowed for any exhibit component within the regulations set forth for the exhibit configuration.
- **TOWERS: Definition:** A free standing exhibit component separate from the main exhibit fixture that is used for identification and display purposes only. **Height/Depth:** Towers will be permitted to a height and depth that correspond to the height and depth regulations for the appropriate exhibit configuration of which they are a part. For example, towers that are part of a peninsula exhibit will not exceed 12'0" in height. **Structural Integrity:** All towers in excess of 8'3" must have drawings available for inspection by show management, the installation and dismantling contractor, the exhibitor and governmental authority during the time the exhibit is being erected, exhibited and dismantled at the show site that include a signature or stamp of a reviewing structural engineer indicating that the structure design is properly engineered for its proposed use.
- **EXHIBIT SIGNAGE:** Any portion of an exhibit bordering another exhibitor's booth must have that portion that abuts the other exhibit (side or back) finished and it must not carry identification signs or other copy that would detract from the adjoining exhibit.
- **HANGING SIGNS: Definition:** An exhibit component suspended above an exhibit of four or more standard units back to back with an aisle on at least three sides for the purpose of displaying graphics or identification. **Height:** Hanging identification signs and graphics will be permitted to a maximum height of 12'0", provided written approval is received from show management at least 60 days prior to the show. **Depth:** All hanging signs must be set back at least 25% of the booth's width dimension from the back line of the booth. **Size:** Hanging signs and graphics will be permitted to a total length on each side of the exhibitor's space that does not exceed 50% of the corresponding dimension of the booth. **Structural Integrity:** All hanging signs must have drawings available for inspection by show management, the installation and dismantling contractor, the exhibitor and governmental authority during the time the component is being hung, suspended and removed at the show site that include a signature or stamp of a reviewing structural engineer indicating that the stress points for hanging the sign have been properly engineered, and a signature of an authorized official of the exhibit building company indicating that the structure is built in compliance with the details and specifications set forth on the drawings.
- **DEMONSTRATIONS: Definition:** The part of the exhibit program involving the interaction of exhibit personnel and their audience through corporate presentations, product demonstrations or sampling. **Regulation:** Demonstration areas must be organized within the exhibitor's space so as not to interfere with any aisle traffic and demonstration tables must be placed a minimum of 2'0" from the aisle line. Should spectators interfere with the normal traffic flow in the aisle or overflow into neighboring exhibits, show management will have no alternative but to request that the presentation be eliminated. **Sound:** The use of music is prohibited. Exhibitors must police their own booths to be sure that noise levels from demonstrations or sound systems is kept to a minimum and does not interfere with others. Remember the use of sound systems or equipment-producing sound is an exception to the rule, not a right. Show management reserves the right to determine at what point sound constitutes interference with others and must be discontinued. **Safety Precautions:** All product demonstrations involving any potentially hazardous machines, displays or parts, must have hazard barriers to prevent accidental injury to spectators. Demonstrations must always be supervised by exhibitor personnel who can stop the demonstration in the event of an emergency and all demonstrations involving potentially hazardous by-products must be approved in writing by show management 60 days prior to the show. No open flames are allowed.