

SPECIAL CONDITIONS FOR THE DESIGN AND LEASE OF A SHELL SCHEME

**ITALIAN PAVILION AT PACIFIC 2019
Sydney, 8th -10th October 2019**

Article 1 – Object of the Proposal

The proposal is for the design and lease of a Shell Scheme for the Italian Pavilion at the above-mentioned exhibition, to be held at the Sydney International Convention Centre on a total usable exhibit area of 72 m². The requirements are the following:

- Design and leasing of display
- Furnishing of ITA and its co-exhibitors stands
- Graphic Design and printing
- Transportation, storage and drayage
- On site set up
- Electrical hook up and usage
- Maintenance during the show
- Dismantling of the display after the show
- All related labour and material.

Article 2 – Objectives of the Project

Overall objectives

- ✓ To promote the Italian defence and marine industry
- ✓ To represent Italy at Pacific 2019
- ✓ To increase the visibility of Italy as a country of high level of technology

Specific Objectives

- a) To plan, organise and execute all logistical and structural requirements for each stand within ITA Pavilion
- b) To develop a design concept and customise it according to ITA's image and with respect to the Show's Regulations
- c) High standard and finishing in design and construction. No shell scheme elements should be visible. Top quality materials must be used to ensure a consistent and professional image.
- d) Furniture of the same kind/colour, safe, and new with no scratches or stains.

Article 3 - Assembling, Delivery and Dismantling Deadlines

The Pavilion must be fitted and ready according to our requirements by 1.00pm on 7th October 2019 (the day before the opening of the trade exhibition).

Dismantling of the displays will begin on Thursday 10th October, approximately at 5:00pm (or soon after all ITA co-exhibitors have collected their samples and/or personal items) according to the show Organiser scheduled times.

The Contractor is responsible for the disposal of any waste material during the construction and dismantling of the stands.

Article 4 - Main obligations of the Appointed Contractor

The Appointed Contractor agrees to the following terms, at no additional cost:

- Furnish the Pavilion and the displays in excellent condition, suitable for use and in conformity with the “Technical Information”, with the State Laws and the Regulations of the Trade show and Venue.
- Observe existing anti-fire regulations and complete the construction with the necessary electrical installations, in conformity with such regulations.
- Submit all necessary work certification to the Show Organizers.
- Be responsible for all necessary permits: responsibility for failure to deliver projects due to permits or failing with fair obligations lie with the Contractor.
- Guarantee that the materials and installations are in optimal condition and suitable for use, and replace them if they do not meet the bid specifications, laws or other local regulatory requirements.
- Ensure that AV equipment is working all the time and replace any faulty item immediately.
- Provide on-site qualified personnel to ensure that the Shell Scheme and all related materials, installations and equipment are in working condition, and assure availability of personnel for the execution of necessary small tasks for the duration of the Show.
- Liaise with ITA to cater for Pavilion requirements: liaising with co-exhibitors may occur only under ITA’s monitoring, and changes to the project might be undertaken only with ITA’s approval.
- Meet with representatives of ITA when necessary to discuss the proposal and any specific requirements during the project development, and liaise regularly with ITA to address any work-related matters, to ensure that the project is executed appropriately.
- Provide ITA and the co-exhibitors a 3D project rendering upon evaluating with ITA team any necessary adjustment.
- Submit ITA Pavilion design on the Online Exhibitor Manual. ITA will send to the a request to complete the Stand Design form by providing the Online Exhibitor Manual log-in details (log in details are confidential, and for that specific use only).
- Prepare an activity report to be sent with each scheduled payment.
- Return the space wherein the Shell Scheme is installed in the same condition as prior to the installation, as reasonably requested by the lessor of the Pavilion.

Article 5 - Insurance Requirements

It is the appointed Contractor’s responsibility to perform a risk assessment and provide suitable insurance for ITA’s Pavilion, and to ensure compliance with the OH&S/WH&S

legislation relevant to NSW State. Visit the Safe Work Australia web site for further information: www.safeworkaustralia.gov.au

For information on comprehensive general insurance limits and the aggregate combined single limits for bodily injury and property damage, including coverage for personal injury, operation of mobile equipment, and products liability, also consult Terms & Regulations of the Organizers.

The followings remain the Contractor's responsibility:

- insurance coverage for all damages which might come to its employees and to the displays and materials during all phases of the project, from the set up to the dismantling and transport of the displays;
- insurance coverage for civil liability of third party, resulting from structures or materials used in the construction and/or work carried out by the Contractor's staff on the site.

The contractor is also responsible for the behaviour of its employees and for any damage caused by them to third party persons and/or property. The Italian Trade Agency can request the removal of any worker whose conduct reflects negatively on the image of ITA.

Article 6 - Main obligation of ITA

ITA will provide payment according to the following schedule:

- 20% after signing of the contract and upon receipt of a tax invoice;
- 40% at delivery of the final rendering approved by the Italian Trade Agency and upon receipt of a tax invoice.
- 40% balance, upon the receipt of an invoice to be paid within 30 days, after a successful final inspection of all work and supplies and on receipt of confirmation from the exhibition organisers attesting the removal was completed on time without causing any damage, and the area was returned to pre-exhibition conditions.

Invoices must be issued to: Italian Trade Commission/ITA - Level 19/44 Market Street - Sydney NSW 2000.

Invoices will be settled by direct deposit. All the necessary information to execute the transfers must be included in each invoice.

Article 7 - Modifications to the Project

The appointed contractor should not make changes to the displays unless authorized in writing by ITA. Small variations of the arrangements of the booths and display fixtures can be verbally agreed upon on site with ITA's representatives.

Article 8 - Penalties applied for late completion

The Shell Scheme must be completed (also in terms of neatness, finishing quality and professional appearance) and delivered by 1:00 PM on 7th October 2019.

The following penalties will be applied for late delivery in completion of the work by the above deadline:

- delay of up to 6 hours: 10% deducted from total contract price
- delay beyond 6 hours when late delivery does not allow ITA (in its sole judgment) to provide the services customarily provided to Italian exhibitors at trade shows such as the Exhibit: 20% deducted from total contract price
- delay beyond 6 hours when late delivery does not allow ITA (in its sole judgment) to provide, in whole or in part, the services customarily provided to Italian exhibitors at trade shows such as the Exhibit: 40% deducted from contract price plus consequential damages

In the event that ITA is unable to use the Shell Scheme by the official opening date of the Exhibit due to appointed contractor's failure to deliver a Shell Scheme that neither conforms to the awarded bid nor conforms to ITA's specifications as otherwise mutually agreed upon, the Appointed Contractor will pay ITA any and all damages, including consequential damages, incurred due to such failure to deliver, and will reimburse ITA as provided hereunder.

Article 9 – Report on review and Return of Shell Scheme

Upon completion of the Shell Scheme and before the opening of the Exhibition, ITA and the appointed contractor shall sign a written report containing descriptions of the Shell Scheme and the conditions thereof.

Upon conclusion of the Exhibit, the Appointed Contractor will issue a full release of responsibility and indemnity to ITA by providing a statement that all conditions and provisions of the contract and the exhibitor rules have been respected.

Article 10 – Miscellaneous Provisions

- a) Assignment. No right, interest or obligation of the Appointed Contractor in, or arising under, this Agreement may be assigned to any third party (by operation of law or otherwise) without the prior written consent of ITA in its sole discretion;
- b) Integration; Waiver; Modification. This Agreement, and all documents referenced herein, constitutes the entire agreement between the parties with respect to the matters set forth herein; any prior agreements, whether written or oral, with respect to the matters set forth herein, are superseded by this Bidding Agreement. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and executed by the party against whom such waiver, amendment or modification is sought to be enforced. No failure or delay by either party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy unless as specifically provided in this Agreement.
- c) Further Assurances. Each of the parties hereto shall execute and deliver such additional documents and take such actions as may be requested to fully carry out the intent and purpose of this Agreement.
- d) Applicable Law; Invalidity. This Agreement shall be governed, construed and interpreted in accordance with the substantive laws of the State of NSW. If any

provision of this Agreement shall be held to be contrary to law, the remaining provisions shall remain in full force and effect and the invalid provision shall be reformed to the extent possible to give effect to the intended meaning and purpose.

- e) Attorneys' Fees. In the event that any legal action or other proceeding is commenced between the parties hereto concerning this Agreement or the rights and obligations relating thereto, the party prevailing in such legal action or other proceeding shall, in addition to such other relief as may be awarded, be entitled to recover costs and attorneys' fees that are reasonable under the circumstances.
- f) Force Majeure. neither parties of the Agreement shall be considered in breach of the contract with regards to failures or omissions of any of the terms of conditions in the following causes: arising from war, riot, natural disaster, unavailability of materials, delays caused by regulatory agencies, or any other cause reasonably beyond the control of a party to this bidding agreement.
- g) Survival. The representations, warranties, duties and obligations as set forth in this Agreement, to the extent consistent with the intent and purpose of it, shall survive termination of this Agreement.
- h) Mutual Drafting. This Agreement shall be deemed mutually drafted by ITA and the Appointed Contractor or any other contractor submitting a bid hereunder; thus, in the event of an ambiguity, no presumption shall be maintained that is predicated upon or related to the person drafting the provision.

Article 11 - Minimum Period for Contractual obligations

From the date of the signing of the Agreement, the Appointed Contractor remains under contractual obligations until a letter of confirmation of dismantling is being issued by the Organisers