

## TERMS AND CONDITIONS

This Agreement shall be formed upon signature and shall form a binding contract that contains all of the terms that the Parties have agreed and no variation by the Sponsor or their agent or other representative shall be permitted, unless approved in writing by Wind Energy Ireland (hereinafter “WEI”) and attached as an addendum or annex to this Agreement. Overwritten terms by the Sponsor shall not be recognised as binding.

**DELIVERABLES:** Within the Agreement means any activity produced or developed by WEI, or a third party contracted by WEI, as set out hereunder and including, but not limited to, event space, advertisements, printed material, online content or email activity, audio-visual content, marketing activities, leads generation and promotions, or any other use of Solar Media platform in connection with this Agreement.

**SPONSOR MATERIALS:** The Sponsor is solely responsible for the timely supply of any of their materials that are required by WEI to fulfil the Deliverables set out hereunder or on any addendum or annexment hereto. All materials which use the Intellectual Property of WEI must be approved by WEI prior to their use. WEI further reserves the right to reject the materials if they are of unsuitable quality or if their content is inappropriate. Approval for Sponsor materials shall not be unreasonably withheld by WEI. The Sponsor further warrants that their submitted materials shall comply with all applicable laws, regulations, guidelines, and codes of practice. No special advertising or marketing position is guaranteed, unless specified as such within the Deliverables herein.

**SPONSOR PRODUCTS:** The Sponsor warrants that any description relating to its products or services is true and accurate, is not in any way illegal or defamatory and will at all times comply with all relevant advertising standards and guidelines, that no personal data will be included that you do not have the right to process, and the Sponsor will indemnify WEI against all costs incurred as the result of any breach of this warranty.

**PAYMENT:** Payment must always be made in accordance with the agreed terms stated herein, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law). If the Sponsor does not make any payment due to WEI on time, WEI shall treat the same as a repudiatory breach and affirm this Agreement and shall suspend its performance of the Deliverables until all due payments are made in full and cleared funds.

The reduced rates for Sponsoring and Company level members apply to those organisations who have paid a direct membership fee to WEI to be a fully paid member at Sponsoring or Company level up to and including 31st December in the year the event takes place. Companies booking stands at Sponsoring or Company level rates that do not renew their membership agree to be charged at the non-member rate.

## REDUCTION OR CANCELLATION OF SPACE

(i) Reduction of reserved space – exhibitors reducing the size of their stand will automatically be charged €50 per m<sup>2</sup> of the difference between the reserved space and the reduced space. No reduction of space will be accepted within 90 days of the event opening date.

(ii) Cancellation – For cancellations made before 90 days of the event opening date, 50% of the invoiced amount for the stand will be payable. Cancellations made within 90 days of the event date will be charged at 100% of the invoiced amount. These cancellation policies will come into effect in all cases and whatever the reason for the withdrawal may be.

(iii) Exhibitors requiring a change from a Shell Scheme stand to a Space Only stand will be refunded 50% of the difference between the Shell Scheme stand and the Space Only cost. There is no refund if the change is made less than 90 days before the event.

## EXHIBITION RULES

An exhibitor's manual containing information on set up and exhibition rules will be sent to all exhibitors at a later stage.

**SPONSOR CANCELLATION:** This Agreement shall not be cancelled by the Sponsor except at the discretion and with the express written agreement of WEI and on terms that the Sponsor shall indemnify WEI against all reasonable losses and expenses incurred by WEI as a result of the same. Any accepted Event cancellation is subject to a 50% Cancellation Fee pro rata to the Total Agreed Cost for that Deliverable (rising to 75% within 90 days and 100% within 60 days of the Event), irrespective of any other losses and expenses that may have been incurred by WEI. If the Sponsor is in material breach of any term of this Agreement, or makes an agreement with its creditors, cannot pay its debts as they fall due, is declared insolvent, or has an administrator or receiver appointed, then WEI may consider the Agreement terminated with the Sponsor remaining liable for the Total Cost in full.

**FORCE MAJEURE:** For the purposes of this Agreement a "Force Majeure Event" means any circumstances beyond the reasonable control of WEI including, without limitation, any strike or other form of industrial action (except where involving the staff of WEI), collapse of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic or other natural physical disaster, terrorist attack, civil commotion or riots, war, civil war, threat of or preparation for war, armed conflict, imposition of sanctions, travel restrictions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, or any law or any action taken by a government or public authority (including without limitation imposing any restriction, quota or prohibition) making it illegal and/or impossible to perform any of the Deliverables under this Agreement.

**POSTPONEMENT OR ABANDONMENT:** WEI shall have the right at all times to cancel, suspend or change any date, or Deliverable for the Event without penalty by reason of a Force Majeure Event, or should they determine that it would be in the interests of the Event to do so. If, due to a Force Majeure Event affecting

WEI and/or the Event, WEI has to make any change to any detail of, or arrangement relating to, the Event, WEI may make any such changes using their reasonable endeavours to keep such changes to a minimum and shall seek to offer the Sponsor any such arrangements and benefits that are as close to the original arrangements and benefits as are reasonably possible in the circumstances. Save for by reason of a Force Majeure Event, for any outright cancellation of the Event by WEI the Sponsor shall receive a full refund of any payments made by the Sponsor to WEI at the point of cancellation. Any liability of WEI shall be limited to that refund alone. Where an outright cancellation of the Event is caused by a Force Majeure Event, it is agreed between the Parties that the Sponsor has already derived benefits from the Contract from the date of signature up until the cancellation and that, it is fair and reasonable in this respect between the Parties, that the Sponsor shall be reimbursed by WEI at the rates herein and that the liability of WEI shall be limited to that reimbursement alone. For any outright cancellation by reason of a Force Majeure Event over 60 days prior to the Event, the Sponsor shall be entitled to a reimbursement of 70% of the Total Agreed Cost, reducing to 50% between 60 days and 40 days prior to the Event, 40% between 39 days and 30 days prior to the Event, 30% between 29 days and 14 days prior to the Event and a 20% reimbursement of the Total Agreed Cost 13 days or fewer prior to the Event. WEI shall not be responsible for any losses (whether direct, indirect, or consequential) incurred by a Sponsor as a result of a cancellation, or a postponement or other change.

**EVENT TRANSITION:** The provisions of Clauses elsewhere herein notwithstanding, WEI reserves the right to host the Event solely online and in a virtual format (together the “Virtual Event”) should circumstances including, but not limited to, laws, regulations, actions and/or restrictions enacted or imposed by a government or public authority so dictate.

**THIRD PARTY WAIVER:** WEI may engage third parties, including an internet service provider, a host platform and/or a technical server, to assist in the development, promotion and performance of the Deliverables and shall do so in good faith. In the event that any third party cannot deliver a service, which affects the ability of WEI to provide a Deliverable to the Sponsor in its entirety, WEI shall use its reasonable endeavours to ensure that the Sponsor shall receive a comparable benefit or alternative exposure across the WEI platform up to an equivalent value, in which respect the decision of WEI shall be final and binding.

**INTELLECTUAL PROPERTY:** Whereas WEI shall not acquire any rights in or over any Intellectual Property Rights subsisting in any materials and/or property owned by the Sponsor and provided to WEI for the purposes of this Agreement, the Sponsor acknowledges that all copyright and other Intellectual Property Rights in the content developed pursuant to the Deliverables hereunder shall belong to WEI and the Sponsor shall not acquire or claim any title to such rights under or by virtue of this Agreement.

**LIMITATION OF LIABILITY:** Nothing in this Contract shall exclude or restrict either Party's liability for death or personal injury resulting from the negligence of that Party or its employees while acting in the course of their employment. That notwithstanding, to the fullest extent permitted by law, WEI shall not be liable to the Sponsor or to any third party, for any of the following, whether in contract, tort (including negligence) or otherwise: any loss, damage, cost, expense or other claim which is special, indirect or consequential; loss of revenue or anticipated revenue; loss of savings or anticipated savings; loss of

business opportunity; loss of profit or anticipated profit; or loss of wasted expenditure arising from interruptions to or downtime of the Event, any damage, loss or corruption of the Sponsor's data, any incompatibility of the Sponsor's materials with the Event, any failure of the Sponsor to follow reasonable instructions provided by WEI, or the loss of confidentiality caused by the storage of information online. WEI's maximum aggregate liability howsoever arising out of or in connection with the performance of their obligations under this Agreement in respect of any one or more incidents or occurrences shall be limited to a sum equal to the amount of the Agreed Cost.

**EVENT PROGRAMME:** Circumstances beyond the control of WEI may necessitate substitutions, alterations, or cancellations of an Event programme topic. WEI reserve the right to alter the programme wherever necessary without penalty or liability.

**WARRANTY DISCLAIMER:** Subject to the provisions of this Agreement, WEI give no further warranty, express or implied, in connection with the Event.

**DATA PROTECTION:** All personal data that either Party ("First Party") may use will be collected, processed, and held by that First Party in accordance with the provisions of all applicable legislation in force from time to time in IRELAND applicable to data protection and privacy including, but not limited to, the [General Data Protection Regulation \(GDPR\) \(EU\) 2016/679](#).

**THIRD PARTY DATA:** The Sponsor recognises and accepts that WEI shall be subject all necessary consents and notices required to enable the lawful transfer of personal data to the Sponsor for the Deliverables described in this Agreement. Event registrations are made on an opt-in basis and the Sponsor shall be provided details of any registrants in accordance with the same.

**LICENSING:** All unauthorised recording or transmitting of audio or visual material, data, or information in relation to the Event is expressly prohibited without the express and explicit consent of WEI.

**NO WAIVER:** No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**CONFIDENTIALITY:** Confidential Information means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement. Each Party undertakes that it shall, at all times during the continuance of this Agreement and after its termination keep confidential all Confidential Information and not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement.

**RELATIONSHIP OF THE PARTIES:** Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

**THIRD PARTY RIGHTS:** No part of this Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.



**NOTICES:** All notices under this Agreement shall be in writing and be deemed given if sent by a duly authorised officer of the Party giving the notice. Notices shall be deemed to have been duly given when sent if transmitted by email.

**SEVERANCE:** Should one or more of the provisions of this Agreement be found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.

**COUNTERPARTS:** This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**DISPUTE RESOLUTION:** The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement in the first instance through negotiations between their appointed representatives who have the authority to settle such disputes.

**JURISDICTION:** This Agreement supersedes all prior arrangements and understandings between the Parties and all obligations under the same shall be governed and construed in all respects by the laws of IRELAND. The Sponsor shall hold harmless and indemnify WEI against any direct loss, damage, proceedings, claim, demand, cost, charge, and expense (together "the Indemnified Loss") brought or made against WEI or sustained or incurred by it arising from the failure of the Sponsor to comply with any provisions of this Agreement save to the extent that the Indemnified Loss results directly from the grossly negligent acts or wilful omissions of WEI.