

## 2025 Exhibitor Agreement Rules

air cargo Americas 2025 and transport logistic Americas 2025 SHOW, (the "Show") is organized by Messe München GmbH ("MMG") to be held at Miami Beach Convention Center, Miami Beach, Florida, USA ("Exhibit Facility") on November 11-13, 2025.

All prices indicated below are net and subject to applicable tax.

**1. Eligible Exhibits.** MMG reserves the right to determine eligibility of any company or product to participate in the Show. MMG may, in its sole discretion, refuse rental of exhibit space to any company whose display of goods or services is not, in the sole discretion of MMG, compatible with the objectives of the Show. MMG's right to refuse eligibility or participation in the Show extends through the final day of Show. MMG's determination of ineligibility or non-participation in the Show shall be deemed a "cancellation by Exhibitor" for purposes of Section 7. The Exhibitor shall operate their exhibit space so as not to annoy, endanger or interfere with the rights of other exhibitors, sponsors or attendees. MMG may, in their sole discretion, prohibit any action resulting in complaints from other exhibitors, sponsors or attendees and which interferes with the rights of others or exposes them to annoyance or danger. The Exhibitor's unreasonable interference with or inconvenience to the Show, exhibitors, sponsors or attendees shall be deemed a breach of the Exhibitor Agreement.

**2. Exhibitor Agreement.** For purpose hereof, an "Exhibitor" shall refer to the applicant that has submitted the Registration Form and has been accepted for participation in the Show by MMG. Acceptance of the Exhibitor shall be via e-mail. By the issuance of the e-mail by MMG, in response to the submitted Registration Form, this Exhibitor Agreement shall be effective (2025 Exhibitor Agreement Rules together with the Registration Form submitted with respect hereto, the "Exhibitor Agreement").

**3. Exhibit Space Rental Charge.** The exhibit space rental charge is **5,525 USD per Space & Full Service Standard Booth Package (100 sq.ft.)**, **10,800 USD per Space & Full Service Double Standard Booth Package (200 sq.ft.)**, and **11,200 USD Space & Full Service Double Standard Booth Package including storage room (200 sq.ft.)**, **Space & Gold Suite Package (400 sq.ft.)** and **4,350 USD per Space Only(100 sq.ft. / booth)** The **Mandatory Communication Fee** is **140 USD**.

The Space & Full-Service Packages are:

**Space & Full Service Standard Booth Package (100 sq.ft.)** includes: stand construction (Octanorm), Backwall & Sidewall (Size: 10'W x 8' H), Flooring & Lighting, Booth header with company name (Size 35"W x 12"H), Furniture: 1x 30" Square Table, 2x Chairs, 1x Counter, 1x bar stool, 1x Magazine Rack, 1x Waste Basket and 1x Electrical Connectivity

**Space & Full Service Double Standard Booth Package (200 sq.ft.)** includes: stand construction (Octanorm), Backwall (20'W x 8' H), optional Sidewall (10' W x 8' H), Flooring & Lighting, Booth header with company name (Size 35"W x 12"H), Furniture: 2x 30" Square Table, 4x Chairs, 1x Counter, 1x bar stool, 1x Magazine Rack, 1x Waste Basket, 1x Electrical Connectivity

**Space & Full Service Double Standard Booth Package including storage room (200 sq.ft.)** includes: stand construction (Octanorm), Backwall (20'W x 8' H), optional Sidewall (10' W x 8' H), Flooring & Lighting, Booth header with company name (Size 35"W x 12"H), Furniture: 2x 30" Square Table, 4x Chairs, 1x Counter, 1x bar stool, 1x Magazine Rack, 1x Waste Basket, 1x lockable storage room, 1x Electrical Connectivity

**Space & Gold Suite Package (400 sq.ft.)** includes: stand construction (BEMATRIX), Flooring & Lighting, Booth header with company name, (Size 156.16"W x 17"H), Furniture: 1x 30" Square Table, 3x Chairs, 1x Counter, 1x bar stool, 2 x single sofas, 1 x double sofa, 1 x coffee table, 2x Magazine Rack, 1x Waste Basket, 1x Electrical Connectivity

The Space & Full-Service Packages are installed and dismantled by the official general contractor EXPO Convention Contractors, Inc. Any claims regarding the Space & Full Service Packages shall be arranged by the Exhibitor directly with the official general contractor EXPO Convention Contractors, Inc. before, during or after the show hours. Requests for changes to the Space & Full Service Packages are not possible and will not be granted by MMG. MMG cannot be held liable for any requested and/or granted changes if the Exhibitor has requested and been granted any such changes to the offered Space & Full-Service Package by official general contractor EXPO Convention Contractors, Inc. Graphics on panels need to be ordered with official general contractor EXPO Convention Contractors, Inc. only.

**Additional Services.** If the Exhibitor desires to procure services other than those expressly set forth in this Exhibitor Agreement, the Exhibitor shall request such services in writing from MMG. If MMG agrees to provide such additional services, such services, shall be invoiced separately by MMG's selected suppliers.

**4. Co-exhibitors.** The participation of companies as co-exhibitors is subject to MMG's prior authorization. Permission to participate may be granted only if the co-exhibitor is also eligible to participate as an exhibitor at MMG's sole discretion. Co-exhibitors must be registered by the main Exhibitor and will be contacted by MMG and its official contracted suppliers listed on the official website [www.tl-americas.org](http://www.tl-americas.org). Co-exhibitors must be registered on a separate form to be sent in for MMG's approval. The registration fee per co-exhibitor is **350 USD**. For each co-exhibitor, a **mandatory communication fee** in the amount of **140 USD** will be issued in addition. Both, the registration fee and the mandatory communication fee will be invoiced to the main Exhibitor. For each co-exhibitor without MMG's admission, MMG is entitled to demand a penalty charge of **750 USD** from the main Exhibitor.

**5. Exhibitor passes:** For the duration of the Show, each exhibitor shall receive **3 exhibitor passes per 100 sq.ft. without additional charge**. Each co-exhibitor shall receive **3 exhibitor passes**. The exhibitor passes should be ordered via the online system.

**6. Payment.** The full amounts of all invoices issued by MMG in connection with the Show are to be transferred without deductions and free of all charges by the Exhibitor to one of the accounts specified in the respective invoice, indicating the customer number. Time is of the essence with respect to timing of payment specified in the invoices. Advanced payment in full of the invoiced amount according to the dates specified in the invoice is a precondition for access of the Exhibitor to the exhibition area and for obtaining its exhibit space of the Show.

In the event that the Exhibitor wish to have an invoice re-issued because the name, legal form or address of the invoice recipient has changed, the Exhibitor shall be required to pay MMG a fee of **50 USD** for each invoice amendment, unless the data included in the original invoice in respect of the name, legal form or address of the invoice recipient was incorrect and MMG was responsible for the incorrect data.

## 7. Cancellation of Exhibitor.

If the Exhibitor cancels its participation in the Show or defaults on fulfillment of the Exhibitor Agreement, such Exhibitor agrees to forfeit payments already made and agrees to pay the remaining balance due of the exhibit space rental charge unless waived by MMG in writing. Any cancellation by Exhibitor must be in writing to: Messe Muenchen GmbH, Am Messesee 2, 81823 Muenchen, Germany, [transportlogistic-exhibitions@messe-muenchen.de](mailto:transportlogistic-exhibitions@messe-muenchen.de). In the event that the Exhibitor cancels its participation in the Show or defaults on fulfillment of the Exhibitor Agreement, Exhibitor agrees that MMG shall have the right to take possession of the given exhibit space for any purpose, including without limitation the re-letting of such space without any rebate or refund to Exhibitor, and Exhibitor shall have no further right to use the given exhibit space. The foregoing shall not preclude MMG from claims as to any further damages in this event.

**8. Liability and Indemnification of Exhibitor.** Exhibitor shall assume liability and indemnify, hold harmless and defend MMG, the Exhibit Facility and each of their respective agents, contractors, directors, and employees from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys' fees and expenses) arising out of or relating to 1) the Exhibitor's and its agents, contractors, employees, or invitees (collectively, the "Exhibitor Parties") use and occupancy of the Exhibit Facility or presence at the Show; 2) the conduct of the Exhibitor Parties' business or from any activity, work, or things that may be permitted or suffered by the Exhibitor Parties in or about the Show and the Exhibit Facility; 3) any breach or default in the performance of any obligation on the Exhibitor's (or, as applicable, the Exhibitor Parties') part to be performed under any provision of the Exhibitor

Agreement or the 2025 Exhibitor Agreement Rules or the Exhibit Facility Rules; 4) Any Exhibitor Parties' failure to comply with any applicable law or regulation 5) any personal injury or damages to or any party, (including any other exhibitor or the Exhibit Facility) arising from the actions of any Exhibitor Party, 6) any breach (or claimed breach) by any Exhibitor Party of the intellectual property rights of any third party, whether knowingly or unknowingly, and whether intentionally or unintentionally, 7) any actions taken by MMG at the request of any Exhibitor Party, and 8) any claims brought by a third party hired by or engaged by Exhibitor. The terms of this provision shall survive the termination or expiration of the Exhibitor Agreement.

**9. Insurance.** The Exhibitor shall maintain at its sole cost and expense and throughout the duration of the Show Commercial General Liability (the "CGL") Commercial general liability insurance, on an occurrence form, in the amount of 1,000,000.00 per occurrence for bodily injury, death, property damage and personal injury, with extraterritorial coverage. The CGL must include coverage for premises operations, blanket contractual liability (to cover indemnification section), products, completed operations and independent contractors. Such CGL insurance shall name as additional insureds MMG, the City of Miami Beach and OVG360, and their officers, agents and employees are included as additional insured and any additional party MMG may reasonably request.

The Exhibitor shall maintain at its sole cost and expense and throughout the duration of the Show Automobile liability insurance, on an occurrence form, in the amount of \$1,000,000.00 per occurrence to provide coverage for any owned and non-owned vehicles used by the Exhibitor on venue premises including loading and unloading hazards. Such insurance shall name as additional insureds MMG, the City of Miami Beach and OVG360 and any additional party MMG may reasonably request.

The Exhibitor shall also maintain at its sole cost and expense Workers Compensation insurance, on an occurrence form, in an amount compliant with at least the statutory minimum, for employees participating in the Show, as required by law. The Exhibitor's failure to comply with the insurance requirements in this section shall not relieve the Exhibitor of its indemnification obligations herein. The Exhibitor understands that neither MMG nor the Exhibit Facility maintains insurance covering the Exhibitor, and it is the sole responsibility of the Exhibitor to obtain such insurance. The Exhibitor must maintain property insurance covering the Exhibitor's property on an "all risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Event Facility floor. Certificates of Insurance must be available onsite during the Show and must be furnished to MMG or the Event Facility by the Exhibitor upon request by MMG or the Event Facility.

**10. Sublease.** The Exhibitor may not assign or sublet all or any portion of its rights hereunder without prior written approval from MMG.

**11. Installation and Dismantling by another contractor.** Each Exhibitor may provide their own exhibit furnishings and may specify their own independent contractor for the installation and dismantling of the exhibit. Exhibitor must notify MMG in writing of their intent to use the services of contractors other than those selected and appointed by MMG. The Exhibitor is responsible for ensuring that any selected and appointed contractor maintains the insurance meeting at the minimum each of the requirements set forth in Section 9 above and that such contractor provides on request of MMG, or the Event Facility a valid certificate of insurance evidencing the same.

**12. Exhibits and Installation.** Target move-in dates are published in the exhibitor service manual. Installation at the Exhibit Facility will depend on the location of the exhibit space. All displays must be fully installed by **10:00 p.m. Monday November 10, 2025**. If the Exhibitor desires to install a custom booth in the exhibit space, it shall promptly (and in any event no later than [60 days] prior to the Show) provide MMG detailed construction drawings showing all dimensions and orientation of such custom booth. The Exhibitor shall be responsible for the installation and removal of any such custom booth, and to the extent the Exhibitor has not removed the same in accordance with any Exhibit Facility requirements, MMG shall have the right to remove and dispose of the same at the Exhibitor's sole cost and expense. A/V and electrical power is subject to and shall comply with the Exhibitor Agreement, including the policies and requirements of the Exhibit Facility for the same. For the avoidance of doubt, all electrical power will be supplied exclusively by the Exhibit Facility and shall be subject to availability at the Exhibit Facility. Subject to the policies of the Exhibit Facility, the Exhibitor may, with MMG's prior approval, contract with a third party for the provision of A/V services for the Exhibitor's exhibit space.

**13. Display Heights.** Display material (including show cases, display or storage cabinets, electrical fixtures, wire, conduits, etc.) and equipment must adhere to the Show Regulations. Multiple storey construction is not permitted.

**14. Positioning Equipment within Exhibit Space.** Machinery may be displayed in its normal, commercial form anywhere in the booth, provided it does not obstruct sight lines of other exhibitors.

**15. Alteration of Location of Exhibit Space.** MMG reserves the right to alter the location of exhibit spaces, at its sole discretion, in the best interest of the Show.

**16. Equipment Demonstrations and/or Entertainment.** The Exhibitor is solely liable for the operation of all displays and agrees to indemnify, defend and hold MMG, its officers, directors, volunteers, employees, guests, invitees, and agents harmless from any and all claims of liability arising out of Exhibitor's exhibit, demonstrations and the like.

**17. Cameras and Filming.** Registration and attendance at or participation in the Show or MMG meetings and other activities during the Show constitutes an agreement by the Exhibitor and on behalf of its employees, agents and contractors to MMG's use and distribution (both now and in the future) of the image or voice of Exhibitor, its employees, agents and contractors in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities. The only videotaping or electronic recording of any exhibit or equipment in the Exhibit Facility which may take place by the Exhibitor is recording his/her own exhibit or equipment upon approval of MMG. Any exhibitor taking photographs or videotape of another's exhibit or product is strictly prohibited, and the Exhibitor must relinquish or destroy the film or digital media upon request by MMG.

**18. Dismantling.** Exhibitors may not begin dismantling their booths in preparation for removal prior to the official closing time announced in Show Regulations. All exhibits must be dismantled by the time specified by MMG in the timetable provided by MMG in Show Regulations. Any exhibit with displays or materials left within the exhibit space without instructions will be packed and shipped or disposed at the sole discretion of MMG, and all charges will be paid by the Exhibitor plus applicable administrative fees within no less than 7 days of receipt of the Exhibitor of the relevant invoice.

**19. Force Majeure / Cancellation of Show.** Exhibitor agrees not to assert any claim for damages whatsoever against MMG or the Exhibit Facility, if the Show is canceled, postponed, curtailed or abandoned due to an event of force majeure event (a "Force Majeure Event"), including without limitation war, threat of war, radioactive contamination, government retaliation against foreign enemies, federal, state or local government regulation or advisory, disasters, fire, earthquakes, hurricanes, epidemics, pandemics, accidents or other casualty, strikes or threat of strikes, acts of attendees, civil disorder, terrorist acts and/or threats of terrorism, acts of foreign enemies, failure of power supply, or any other intervening cause beyond the control of either party making it illegal, impossible or commercially impracticable to hold the Show in MMG's sole discretion. Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor do they have any other claims against MMG or the Exhibit Facility, in particular claims for damages.

If MMG is compelled, as a result of a Force Majeure Event to vacate one or more exhibition areas temporarily or for longer periods, or to postpone, curtail or cancel the Show, Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor shall they have any other claims against MMG or the Exhibit Facility, including without limitation claims for damages. Similarly, the Exhibitor cannot participate in the event due to a Force Majeure Event and if the Exhibitor is prevented from participating in the Show for a reason for which it is personally responsible the Exhibitor does not thereby acquire the right to withdraw, cancel or reduce payment, nor shall they have any other claims against MMG or the Exhibit Facility, including without limitation, claims for damages.

**20. Exhibitor Agreement Rules/Show Regulations.** MMG reserves the right to make changes, amendments and additions to the 2025 Exhibitor Agreement Rules and Show Regulations at any time, and all changes, amendments and additions so made shall be binding on the Exhibitor. MMG shall have the final determination, interpretation, and enforcement of all rules, regulations, and conditions governing Exhibitor in connection with the Exhibitor Agreement, provided that the Exhibit Facility shall be responsible for the application, interpretation and revisions to the rules of the Exhibit Facility applicable to Exhibitor, with respect to which Exhibitor also agrees to comply with. Exhibitor shall also comply with any requirements of the City of Miami or the State of Florida. Upon any violation of the 2025 Exhibitor Agreement Rules, Show Regulations and/or Exhibit Facility rules or any other binding rules by the Exhibitor, its agents, employees or contractors, MMG is entitled to exercise all rights available to it herein, including the right to remove the Exhibitor from the Show for its duration should a violation occur prior to or during

the Show. All matters and questions not specifically covered by the foregoing are subject to the discretion of MMG and such determinations will be final.

**21. Security.** Exhibitor is responsible for the security of its exhibit. Exhibitor is encouraged to budget and make security arrangements for valuable or sensitive items. None of MMG or the Exhibit Facility shall be liable for any loss or damage to Exhibitor's property whatsoever.

**22. Damage to Property.** Exhibitor is liable for any damage caused by Exhibitor or its agents, employees or contractors to building floors, walls or columns, or to standard booth equipment, or to another exhibitor's property. Exhibitor may not apply paint, lacquer, adhesives, stickers or other coating to building columns and floors or to standard booth equipment.

**23. Booth Accessibility.** Exhibitor shall be responsible for compliance with the Americans with Disabilities Act of 1992 ("ADA") with regards to their exhibit space, including, but not limited to wheelchair access and alternate formats of collateral materials. Further information regarding ADA compliance is available at: <https://www.ada.gov/topics/intro-to-ada/> or <https://www.ada.gov/>

**24. Limitation of Liability of MMG.** MMG shall have no liability to any Exhibitor Party hereunder for personal injury (damage arising from injury to life, body or health) or other damages except to the extent such injury or damage is caused by intentional or gross negligence of MMG, its legal representatives or agents. Notwithstanding the foregoing, MMG's maximum liability hereunder to the Exhibitor Parties shall be an amount equal up to 5 times the net exhibit space unit price, but no more than \$ 100,000 (USD) per claim. In no event shall MMG and its legal representatives or agents be liable to the Exhibitor Parties or any third party hired by or otherwise engaged by any of the Exhibitor Parties for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of the Exhibitor Agreement or connected in any way with the use of or inability to use the services outlined in the Exhibitor Agreement or for any claim by Exhibitor, even if MMG has been advised, are on notice of, and/or should have been aware of the possibility of such damages. Exhibitor shall be solely responsible for and bear any attorney's fees and costs associated with any claim hereunder.

**25. Entire Agreement.** This Exhibitor Agreement including the 2025 Exhibitor Agreement Rules and the Show Regulations constitutes the entire agreement between MMG and Exhibitor.

**26. Governing Law.** The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States.; the provisions of the UN-Convention for International Sale of Goods shall not apply.

**27. Waiver of Jury Trial.** To the extent not prohibited by applicable law that cannot be waived, the Exhibitor hereby waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any disputes or claims arising connection with the Exhibitor Agreement or the subject matter hereof, in each case whether now existing or hereafter arising and whether in contract, tort or otherwise. Any party hereto may file an original counterpart or a copy of this Section 28 with any court as written evidence of the consent of each such party to the waiver of its right to trial by jury.

**28. Dispute resolution.** In the event of any dispute arising from or in connection with the Exhibitor Agreement, MMG and the Exhibitor shall first attempt to negotiate a resolution in good faith for a period of no less than 60 days. If such dispute cannot be resolved through such negotiations within 60 days as of the occurrence of such dispute, including any question regarding existence, validity or termination of this Exhibitor Agreement, shall be submitted to final and binding arbitration to be conducted in the City of Miami, Florida by a single arbitrator in accordance with and subject to the Commercial Arbitration rules of the American Arbitration Association (the "AAA") then in effect. The arbitrator shall have no power or authority to add or detract from the agreement of the parties or to award punitive, exemplary, consequential, special, indirect or incidental damages. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction in the State of Florida. This Exhibitor Agreement will control if there is a conflict between the terms of the Exhibitor Agreement and the AAA Rules. Language of arbitration shall be English. Notwithstanding the foregoing, MMG and the Exhibitor agree that the other party shall be entitled to seek and obtain injunctive relief against the breach or threatened breach of the provisions hereof, without posting a bond, in addition to any other legal or equitable remedies that may be available. MMG and the Exhibitor may seek and obtain injunctive relief in any court of competent jurisdiction in the State of Florida.

**29. Data Protection.** Personal data which is collected on or transmitted by the Exhibitor may be used for the fulfillment of the business purposes of MMG in compliance with the applicable law regarding the data protection. MMG and its affiliated companies, as well as its foreign representatives stated on the website of [www.tl-americas.org](http://www.tl-americas.org) and [www.messe-muenchen.de](http://www.messe-muenchen.de), are also entitled to use such personal data in order to inform exhibitors on a regular basis about the services provided by Messe München GmbH and its affiliated companies and foreign representatives by letter, e-mail, phone or fax. An overview of affiliated companies and foreign representatives can be retrieved from our website [www.messe-muenchen.de](http://www.messe-muenchen.de) and [tl-americas.org](http://tl-americas.org) An overview of service partners for the show can be retrieved from the event website [www.tl-americas.org](http://www.tl-americas.org) and the Exhibitor Online Manual. Upon request MMG will provide the Exhibitor with an overview of our participating service providers. The Exhibitor shall establish the preconditions required under data protection law to enable the above uses by means of appropriate measures (e.g. obtaining consent of his employees). The exhibitor shall be liable to MMG for damages and expenses resulting from the infringement of this obligation and shall hold MMG harmless from any third-party claims upon demand.

**30. Disclaimer of Warranties.** Except as may be otherwise expressly set forth in this Exhibitor Agreement, MMG does not make any warranty, express or implied, regarding the services to be provided by it or the Exhibit Facility, and MMG hereby expressly disclaims any and all implied warranties of merchantability and fitness for a particular purpose.

**31. Reservation of Rights.** Management reserves the right to take any action that is reasonably necessary in the sole judgment of Management for the protection of the Show and/or any Show participants, including, but not limited to, exhibitors, sponsor and attendees.

**32. Entire Agreement; Non-Reliance.** This Exhibitor Agreement contains the entire agreement between MMG and the Exhibitor. Exhibitor acknowledges that in entering into this Exhibitor Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out herein or therein.