

IWF 2026 Contract Terms & Conditions

This Contract governs the relationship between IWF and the Exhibitor for purposes of IWF 2026 (“**Event**” or “**Exhibition**”). A detailed development and production timeline for the Event, including Exhibitor’s delivery obligations, will be developed and after acceptance of this Contract by Exhibitor and verification and acceptance by IWF of Exhibitor’s registration (the “**Timeline**”). The Timeline will be incorporated into this Contract by this reference. Exhibitor expressly acknowledges its understanding that if Exhibitor does not respond in a timely manner to IWF’s requests for information or otherwise fails to comply with the Timeline, IWF shall be under no obligation whatsoever to change the dates of the Event or any pre-Event marketing campaigns.

TERM

This Contract shall commence on the Effective Date and will remain in effect until September 30, 2026, (as specified in the Timeline or otherwise in writing), unless earlier terminated by either party as permitted herein.

PAYMENTS

Invoice payment due dates. The remaining balances will be billed according to the following schedule:

- | | | |
|-------------------------------------|---------|---------------------------|
| • Initial Invoice 10% of space cost | Due By: | Tuesday, May 27, 2025 |
| • Second Invoice 15% of space cost | Due By: | Tuesday, October 21, 2025 |
| • Third Invoice 25% of space cost | Due By: | Tuesday, January 20, 2026 |
| • Fourth Invoice 25% of space cost | Due By: | Tuesday, March 17, 2026 |
| • Fifth Invoice 25% of space cost | Due By: | Tuesday, May 18, 2026 |

In order for any discounts to apply, including discounts awarded due to Exhibitor’s membership in any association sponsoring IWF, when paying by check or money order, such payments must be postmarked by a government postal agency or overnight delivery service by the above due dates and Exhibitor must be a member in continuous good standing at all times between Exhibitor’s acceptance of this Contract and the end of the Exhibition. If Exhibitor ceases to be a member in continuous good standing in any IWF sponsoring association following its acceptance of this Contract, but before the end of the Exhibition, Exhibitor shall be required to pay to IWF the amount of any discounts awarded to Exhibitor as a result of such membership. Any past due balances, beyond 45 days will be subject to a 1.5% monthly late payment charge. Any exhibit space with a past due balance is subject to cancellation. Any credit card and bank wire transfer payments must be received on or before the above due dates. If the Exhibitor chooses to make payment by credit card, a 2% processing fee will be added to the amount of the payment being processed. Also, the Exhibitor must remain a member in continuous good standing at all times throughout the dates of the Exhibition.

Cancellation of this Contract by Exhibitor is conditioned on acceptance by IWF in its sole discretion and only after being submitted in writing. Following acceptance of cancellation, Exhibitor waives any claim to and will not be entitled to any refunds, except as expressly provided in this Contract.

If an Exhibitor wants to reduce the size of its exhibit space after January 9, 2026, Exhibitor must notify IWF in writing and the following liquidated damages would apply: reduce 1 sq. ft. to 1,000 sq. ft.: 75% on the amount of space reduced; 1,001 sq. ft. to 3,000 sq. ft.: 85% on the amount of space reduced; more than 3,000 sq. ft.: 100% on the amount of exhibit space reduced. If an Exhibitor reduces its exhibit space by 25% or less on or before January 9, 2026, they will be awarded one seniority point for their participation in that year’s IWF Show. If an Exhibitor reduces its contracted space from 26% to 50% on or before January 9, 2026, they will be awarded one half of one seniority point for their participation in that year’s IWF Show. If an Exhibitor reduces their contracted space by more than 50% on or before January 9, 2026, they will not be awarded a seniority point for their participation in that year’s IWF Show. All reductions of exhibit space after January 9, 2026, will result in forfeiture of a seniority point for that year’s participation in the IWF Show. If an Exhibitor has not contracted for exhibit space for two or more shows in a row, all seniority is lost. The Exhibitor acknowledges that the amounts set forth in this Section represent an agreed measure of compensation for the costs to IWF (including IWF’s time and labor costs) and are not to be construed as a forfeiture or penalty.

Exhibit space must be paid for in full before Exhibitor will be permitted to install its display or equipment. IWF reserves the right to relocate the Exhibitor to space other than specified.

The actual occupancy of the space taken by the Exhibitor is essential to this Contract, and if Exhibitor does not occupy such space, IWF is authorized to occupy such space or to cause such space to be occupied as IWF deems in the best interest of the Exhibition without in any way releasing the Exhibitor from any liability hereunder.

SHOW RULES AND REGULATIONS

ELIGIBLE EXHIBITS: Exhibits will be limited to those companies or other entities offering machinery, materials, products, or services of specific interest to registrants. ONLY NEW MACHINERY MAY BE EXHIBITED. New state-of-the-art technology may be displayed and/or demonstrated on a used machine, as long as the new technology and not the used, refurbished, or re-manufactured machine is the main focus of the exhibit.

Management reserves the right to determine the eligibility of any product for display. Exhibiting manufacturers, representatives, and/or distributors must list their participating principals as the exhibitors of record. Only the sign of the Exhibitor whose name appears on the Contract may be placed on that Exhibitor’s

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exhibit space. No exhibits or advertising will be allowed to extend beyond the space allotted to an Exhibitor, or above the back and side rails. Exhibitor will carry out any marketing activities in connection with the Event in accordance with all applicable laws and regulations, including, without limitation, all applicable laws and regulations concerning privacy, the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the "TCPA") and its implementing regulations, the Telemarketing Sales Rule, 16 C.F.R. Part 310 (the "TSR") and any and all obligations arising out of or relating to the federal Do Not Call Registry (the "Registry"), as well as any state-maintained do not call registries, unsolicited e-mail (including the CAN-SPAM law), and data protection of the U.S. and each applicable foreign jurisdiction.

INDEMNIFICATION: Exhibitor agrees to indemnify, defend, and hold harmless Management, its Event sponsors, owners, service providers, and other exhibitors, and their respective officers, agents, and employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges (including, without limitation, attorney's fees and amounts paid in settlement) of any kind resulting from or arising out of: (i) Exhibitor's participation in the Event or occupancy of the exhibit space herein contracted for (including arising out of the acts or negligence of Exhibitor, its agents or employees) by reason of personal injuries, death, property damages, or any other cause sustained by any persons or others; (ii) any Exhibitor Content; (iii) any marketing activities conducted by Exhibitor in connection with the Event; or (iv) any use of the Registrant Data or Event Data (as defined below) in violation of the terms of this Contract or applicable laws and regulations, including, without limitation, concerning privacy and data security.

LIMITATION OF LIABILITY: Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitor, whether resulting from fire, storms, acts of God, air conditioning/heating failure, theft, pilferage, mysterious disappearance, bomb threats or any other causes. All such items are brought to the Exhibition and displayed at the Exhibitor's own risk and should be always safeguarded. The Exhibitor agrees that Management shall not be responsible or liable in any way in the event of any errors or omissions in the listings in the IWF Official Fair Directory or in any promotional material. Management shall not be responsible for Exhibitor Content made available through the Exhibitor's exhibit space or any use thereof by any attendees or registrants. NEITHER MANAGEMENT NOR ANY OF ITS AFFILIATES OR SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE EVENT SHALL IN ANY EVENT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EVENT OR THE USE OR INABILITY OF USE OF THE EXHIBIT SPACE OR CONTENT WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. ADDITIONALLY, MANAGEMENT'S (INCLUDING ITS AFFILIATES OR SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE EVENT) TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE AMOUNT OF ANY FEES PAID BY EXHIBITOR UNDER THIS CONTRACT.

EXHIBIT SPACE SHARING: Exhibitor shall not share its exhibit space, or any part thereof, with any other person, entity or organization. The exhibit space shall contain and advertise only products manufactured, sold or distributed by the Exhibitor. In instances where articles or products are required for the proper demonstration or operations of Exhibitor's display, identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. The exhibit space shall be occupied only by contracted Exhibitor company personnel. Technical / sales support staff from manufacturers represented or for products distributed by the contracted exhibiting company are permitted in the exhibit space. Management reserves the right to cover any products not in compliance with the terms of this contract or remove such products from the exhibit floor at the Exhibitor's expense. The Exhibitor shall not accept payment from any third party in exchange for allowing such third party's products to be displayed in Exhibitor's exhibit space. Nothing in this Contract, however, shall prohibit an Exhibitor from being reimbursed by a manufacturer for the actual costs incurred by Exhibitor in displaying products that are manufactured by a third party and distributed by contracted Exhibitor in the ordinary course of contracted Exhibitor's business. Upon the request of Management, the Exhibitor shall provide Management with reasonable documentation relating to the products displayed in Exhibitor's exhibit space or any payments Exhibitor has received in connection with Exhibitor's exhibit space at the Event. Decisions of Management shall in all instances be final regarding use of any exhibit space. Nothing in this paragraph will limit any other remedies available to Management under this Contract.

DAMAGE TO PROPERTY: Exhibitor is liable for any damage caused to building floors, walls, columns, doors, windows, standard exhibit space equipment, or to other Exhibitor's property. The Exhibitor may not apply paint, lacquer, adhesives, or other coating to building floors, walls, columns, doors, windows or standard exhibit space equipment.

SAFETY AND FIRE LAWS: All applicable fire and safety laws and regulations must be strictly observed by the Exhibitor. Cloth decorations must be flameproof. All the wiring for displays and fixtures must conform to underwriter rules and applicable standards established by various governmental agencies (e.g. local fire department) and standard fire inspection ordinances. All display wiring must exhibit the seal and/or such other seals of official approving agencies as may be required at the site of the Exhibition. Crowding will be restricted. Aisles and fire exits must not be blocked by exhibits. No decorations of paper, pine boughs, leafy decorations, or tree branches are allowed. Acetate and most rayon drapes are not flameproof and may be prohibited. No storage behind the exhibits is provided or permitted.

DECORATION: Management will have full discretion and authority in the placing, arrangement, and appearance of all items displayed by Exhibitor, and may require the replacing, redecorating, or rearrangement of any items or of any booths on an exhibit. and no liability shall be attached to Management for costs that may be incurred by an Exhibitor for compliance. Without limiting the foregoing:

- Any exhibitor building special background or side dividers must make certain that the surfaces of such dividers are finished in such a manner as not to be unsightly to exhibitors in adjoining exhibit spaces (no logos or graphics). If such surfaces remain unfinished at 3:00 p.m. of the day before the opening day of the Exhibition, Management shall authorize the official decorator to affect the necessary finishing, and Exhibitor shall pay all charges involved.

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- All exhibits must be ready for the opening hour of the Exhibition. If any display on which setup has not started by 3:00 p.m. on the day before the opening day of the Exhibition, Management reserves the right to have such a display installed at Exhibitor's expense and may move the exhibits after this time.
- No exhibit may be built or erected to exceed the height limitations set forth in the 2026 Display Regulations.
- If Exhibitor's exhibit space does not comply with the 2026 Display Regulations, Exhibitor may be required, at its own expense, to alter the display in order to conform with those regulations. Failure to do so can result in loss of priority position assignment in the next IWF show.

SOUND LEVEL: Exhibitors are required to provide hearing protection devices on request to booth personnel, surrounding exhibitors and visitors to their exhibit space. Mechanical or electrical devices, which produce sound, must be operated in a manner to minimize any disruption to other exhibitors. Management reserves the right to determine the acceptable sound level in all such instances and to require that corrective action be taken.

LOTTERIES/CONTESTS: The operation of games of chance or lottery devices, or the actual or simulated pursuit of any recreational pastime is permitted only to the extent permitted by applicable law and on written approval from Management. The Exhibitor shall not conduct any presentation of awards or prizes during the Exhibition that relates to a competition by students, professionals, or manufacturers for furniture design and/or machinery or supplies that are technically innovative, without the written approval of Management.

PERSONNEL AND ATTIRE: Management reserves the right to determine whether the character and/or attire of exhibit space personnel is acceptable and in keeping with the best interest of exhibitors and the Exhibition. Further, the Exhibitor expressly agrees that its exhibit space will be staffed during the opening hours of Exhibition and its personnel will not conduct or host official hospitality or sales activity functions outside the Event premises during open hours of the Exhibition.

EXHIBITOR CONDUCT: The distribution of samples, souvenirs, publications, etc., or other sales materials or sales promotion activities must be conducted by Exhibitor only from within its exhibit space and in accordance with the 2026 Exhibitor Information Manual, unless otherwise authorized in writing by Management. The distribution of any articles that interfere with the activities or obstructs access to neighboring exhibit spaces, or that impedes aisles, is prohibited. No article containing any product other than the product or material made, processed or used by the Exhibitor in its product or service may be distributed except by written permission of the Management. Infraction of this rule will result in the closure of an Exhibit. Exhibitors shall conduct and operate its exhibit so as not to annoy, endanger, or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or visitor which, in the opinion of Management, interferes with the rights of others or exposes them to annoyance or danger, may be prohibited by Management.

ADMISSION: Admission is open to adults affiliated with the industry served by the Exhibition. No one under 16 years of age will be admitted to the Exhibition. Management shall have sole control over admission policies at all times.

REGISTRANT AND EVENT ANALYTICS INFORMATION: Exhibitor may have access to certain lead information for those attendees who choose to share their information with the Exhibitor ("**Registrant Data**") and Event analytics information ("**Event Data**"). Exhibitor represents and warrants that it will use all Registrant Data and Event Data at all times solely for the specific purpose of providing services related to Exhibitor and Exhibitor Content in accordance with applicable data protection and privacy laws and regulations in the U.S. and each applicable foreign jurisdiction and will not process, sell, rent, disclose, disseminate, or otherwise provide Registrant Data or Event Data to any third party.

Exhibitor (i) shall electronically store and process the Registrant Data on secure, password-protected computer systems in a controlled environment and maintain an information security program that includes administrative, electronic, technical, physical, and other security measures and safeguards reasonably designed, at a minimum, to protect the information contained on such systems from unauthorized access, use or disclosure; and (ii) promptly notify Management (within twenty-four (24) hours) upon Exhibitor's discovery of any breach or attempted or suspected breach of the security of computer systems on which the Registrant Data is stored or processed if the Registrant Data was, or is reasonably believed to have been, acquired by any unauthorized person.

TERMINATION OF EXHIBITION: In the event the premises in which the Exhibition is or is to be conducted are, in the sole discretion of Management, unfit for occupancy, or if the holding of the Exhibition or the performance of Management under the Contract (of which these Show Rules and Regulations are a part) are materially interfered with by virtue of any Event of Force Majeure, Management shall not be responsible for delays, damage, loss, increased costs, or other unfavorable conditions or for any delay or failure to perform under this Contract, and Management may cancel this Contract and/or the Exhibition (or any part thereof). If Management terminates this Contract and/or Exhibition (or any part thereof) due to an Event of Force Majeure, then Management may retain such part of an Exhibitor's rental as shall be required to compensate it for expenses relating to the cancelled portion of the Exhibition and there shall be no further liability on the part of either party. Management shall be permitted to provide a partial discount to the Exhibitor for the next in-person Exhibition to reflect some or all of the retained rental. For purposes hereof, "**Event of Force Majeure**" means a cause or causes or circumstances not within the reasonable control of Management, including, but not by way of limitation: fire; casualty; flood; epidemic; pandemic, earthquake; explosion or accident; blockade; embargo; inclement weather; governmental restraints; restraints in civil defense or military authorities; act of public enemy; riot or civil disturbance; strike; lockout; boycott; or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment, local State or Federal laws, ordinances, rules, orders, decrees, or regulations, including public health directives or declarations of public health emergencies, whether legislative, executive or judicial and whether constitutional or unconstitutional, or Act of God.

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GOVERNING LAW; RESOLUTION OF DISPUTES: This Contract will be governed by and construed in accordance with the laws of the State of Georgia, United States, without giving effect to its conflicts or choice of law rules. Each party irrevocably and unconditionally agrees that the exclusive venue and jurisdiction for any dispute or claim arising out of or relating to this Contract will be the federal and state courts located in Fulton County, Georgia. In the event of a dispute or disagreement between: Exhibitor and an Official Contractor; or between Exhibitor and a Labor Union or Labor Union Representative; or between two or more Exhibitors; all interpretations of the rules governing the Exhibition, and any actions, or decisions concerning any dispute or disagreement by Management intended to resolve a dispute or disagreement shall be binding on Exhibitor.

CARE AND REMOVAL OF EXHIBITS: Management will maintain the cleanliness of all aisles. The Exhibitor must, at its own expense, keep the exhibit space clean and in good order. All exhibits MUST REMAIN FULLY INTACT until the Exhibition has officially ended at the Event premises. Exhibits must be removed from the building by the time specified in the Exhibitor Information Manual. In the event the Exhibitor fails to remove its exhibit in the allotted time, Management reserves the right, at Exhibitor's expense, to ship the exhibit through a carrier of Management's choosing or to place the same in a storage warehouse subject to Exhibitor's disposition or make such other disposition of this property as it may deem desirable without any liability to Management.

PHOTOGRAPHY AND VIDEO: The taking of photographs or videos at the Exhibition is strictly prohibited except for booth photography or video contracted through the Official Show photographer and accredited members of the press. An Exhibitor or Attendee may not photograph or video tape the exhibits or products of other exhibitors without their written permission. Photographs, video and photographic devices will be confiscated and those individuals in violation of this rule may be escorted from the Exhibition and their Exhibition credentials revoked. An Exhibitor may make its own arrangements for the photographing or video of its own exhibit. Each exhibitor must make all reasonable efforts to ensure that its agents or others to whom it provides Exhibition credentials adhere to the rules relating to photography and video, and such agents or others in violation of this rule may be escorted from the Exhibition and their Exhibition credentials revoked.

INSURANCE: Exhibitor shall purchase commercial general liability insurance, placed with a financially stable insurance carrier, which insures Exhibitor's operations and obligations under this Contract. Said policy shall have limits of no less than \$1,000,000 per occurrence. Exhibitor shall cause Management to be named as an Additional Insured under the foregoing policy. The foregoing insurance is a minimum requirement and shall in no way limit the liability of the Exhibitor. The Exhibitor shall furnish evidence satisfactory to Management that Exhibitor has secured and is maintaining the foregoing insurance policy.

LOSSES: Management shall bear no responsibility for damage to the Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is Exhibitor's own responsibility. If Exhibit fails to arrive, Exhibitor is nevertheless responsible for exhibit space cost. The Exhibitor is advised to ensure against these risks.

DEFAULT: If Exhibitor breaches any of its obligations or covenants under this Contract, including without limitation these Show Rules and Regulations the Exhibitor Manual or amendments or interpretations to either by Management pursuant to the Section entitled Amendment to Rules. Management may, without notice, (i) terminate this Contract and retain all monies received on account as liquidated damages; and (ii) direct Exhibitor to remove its employees, agents or servants and all of its articles of merchandise and other personal property from the Exhibition hall; and (iii) prohibit Exhibitor from any future International Woodworking Fair, and (iv) deny Exhibitor seniority point for that year's participation in the International Woodworking Fair as described in IWF's Space Assignment Priority System; and (v) any other remedy available in law or equity.

ALCOHOLIC BEVERAGES: No alcoholic beverages may be served from any exhibit space between 8:30 am and 5:00 pm.

NOTICES: Any notice under this Contract must be in writing and will be deemed given when delivered personally or sent by electronic mail transmission to Exhibitor at the email address (or addresses) provided to Management at registration and to Management as follows (or such other contact information as either party shall have communicated to the other in accordance with the provisions of this paragraph): ExhibitorServices@iwfatlanta.com.

DISCLAIMER OF WARRANTIES: EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, THE EVENT AND ALL CONTENT IS SUBJECT TO CHANGE AND IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND MANAGEMENT, AND ITS AFFILIATES, SUBSIDIARIES, DESIGNEES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, THIRD-PARTY PROVIDERS, CONTRACTORS, DISTRIBUTORS, AND LICENSORS, EXPRESSLY DISCLAIM ALL SUCH WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW. Management neither warrants nor represents that the attendance or registrants at the Event will meet Exhibitor's expectations or that Exhibitor will derive income or certain results from participating in the Event; or that Exhibitor will be satisfied with any products or services that are available from Management or any provider participating in the Event. Management assumes no responsibility or liability arising from any material, information, products or services that may be provided by any third party.

INTERPRETATION OF AND AMENDMENT TO RULES: Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. Management shall have full power in the matter of interpretation, amendment, and enforcement of all said rules and regulations, and that any such amendments, when made and brought to the notice of the Exhibitor, shall be and become part hereof as though duly incorporated herein and subject to each and every one of the terms and conditions herein set forth.

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ENTIRE AGREEMENT: This Contract embodies the sole and entire agreement of the parties with respect to the subject matter addressed. No oral statement, writing, agreement, promise, or arrangement made prior to or contemporaneously with the execution of this Contract shall be binding on any of the parties, unless expressly set forth herein. Nor shall any oral agreement, writing, statement, promise, arrangement, act or omission of a party occurring subsequent to the date hereof be deemed an amendment or modification of this Contract unless reduced to writing and signed by the parties or their respective successors or assigns.

DEPOSIT OF YOUR PAYMENT DOES NOT CONSTITUTE CONTRACT ACCEPTANCE: This Contract shall not be binding until accepted by Management.