

## Exhibitor Terms and Conditions

This Agreement is entered into by and between the American Oil Chemists' Society, hereafter "AOCS", with offices at 2710 S. Boulder Drive, Urbana, IL 61802, and the Exhibitor, hereafter "Client", whose information is listed above, as it relates to Client's participation in the 2024 AOCS Annual Meeting & Expo (the "Expo").

### RESTRICTIONS ON CONSTRUCTION AND OPERATION OF BOOTHS.

The booths are limited to 10' x 10' or multiples thereof. The booth is unfurnished. All packing containers, excelsior, or wrapping paper must be flame proof, removed from the floor, and stored in a location designated by the service contractor. No combustible decoration, such as crepe paper, tissue paper, cardboard, or corrugated paper, shall be used at any time. All flammable materials and fluids are to be kept in safety containers. Open flames, butane gas, oxygen tanks, etc., are not permitted without the permission of AOCS.

AOCS reserves the right to restrict displays which, because of noise, methods of operation, materials, or for any other reason, become objectionable and to prohibit or to evict any display which, in the opinion of AOCS, may detract from the character of the Expo as a whole. This reservation includes persons, things, conduct, printed matter, or anything else of a character which management determines is objectionable to the event. Nothing shall be posted, tacked, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Anything disrupting or interfering with the protection of the building, equipment, or furniture will be at the expense of the Client.

### USE OF EXHIBIT SPACE.

(a) All demonstrations or other sales activities must be confined to the limits of the booth. No client shall assign, sublet, or share the space allotted without the knowledge and consent of AOCS. Clients must show goods manufactured or dealt in by them in the regular course of business. Direct sale of goods and services on the floor of the Expo is not permitted. Any merchandising, advertising, or promotional scheme, which involves attracting visitors to an exhibitor's location by an inducement, which might be construed to be a lottery, is strictly prohibited. Under laws governing games of chance, lotteries and the like, every individual is charged with knowledge of national, state, and local legal restrictions on such operations. (b) Distribution of circulars or promotional materials may be done only within the booth assigned to the Client presenting such materials. No advertising circulars, catalogs, folders, or devices shall be distributed in the aisles, seating areas, meeting rooms, or registration area.

(c) Firms or organizations not assigned space in the Expo are not permitted to solicit or conduct business within the Expo. Organizations found in violation of this condition will be removed by security and banned from the Expo.

(d) Clients are required to observe published Expo hours, including setup and dismantling. As a courtesy to all, booths are to be staffed during the published hours. Early dismantling is prohibited. Penalties including, but not limited to, fines and/or loss of priority points, will be exacted for failure to comply with published exhibit hours. Exceptions may be made if arranged with Katie Bender, Director of Partnerships, at [katie.bender@aoocs.org](mailto:katie.bender@aoocs.org) at least 15 days in advance of the conference, or for qualified emergency situations. AOCS will evaluate such exceptions on a case-by-case basis.

### DAMAGE TO PROPERTY OF OTHERS.

Client shall be solely responsible for the cost of any damage to the convention center, official hotels, property of others, and any other claims and cost arising out of Client's use of Client's exhibit space, regardless of how or by whom such damage was caused.

### CARE OF BUILDING & EQUIPMENT.

Client, its employees, representatives, or agents must not injure or deface the walls or floors of the building, the booths, or the equipment of the booths. When such damage appears, Client is liable to the owner of the property so damaged. Nothing will be posted on, tacked, nailed, screwed, or otherwise attached to the columns, walls, floors, ceiling, furniture, or other property of the exhibit facility.

### FIRE REGULATIONS.

Fire regulations require that all display materials be flameproof. Electrical signs and equipment must be wired to meet the specifications of the local Fire Marshall's Office. No flammable fluids or materials of any nature, including decorative materials, use of which is prohibited by national, state, or city fire regulations, may be used in any booth. Client shall comply with all laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the Expo. Compliance with such laws shall be the sole responsibility of Client.

### PAYMENT, ALLOTMENT, AND CANCELLATION.

Full payment for exhibit booths and sponsorships is due upon receipt of the invoice. No agreement shall be in force until accepted by AOCS. It is explicitly agreed by the Client that in the event Client fails to install a product in the assigned booth(s) within the time limit set for opening the Expo, fails to pay the booth rental or sponsorship fees at the time specified, or fails to comply with any other provisions concerning use of booth(s), AOCS shall have the right to take possession of said space and lease same, or any part thereof, to such parties and upon such terms and conditions as it may deem proper. If it is found impossible to lease said space, AOCS reserves the right to utilize said space in any manner deemed expedient, in which case liquidated damages from the defaulting Client shall be deemed to be the rental price of the space. All sales are final, no refunds will be provided. All cancellations must be made in writing to Katie Bender, Director of Partnerships at [katie.bender@aoocs.org](mailto:katie.bender@aoocs.org).

### CANCELLATION OR CHANGE OF EVENT.

In the event that the Event is canceled, terminated, or relocated to another appropriate location, at the sole discretion of AOCS, by reason of any cause or causes not reasonably within the control of AOCS or its agents, AOCS shall not be responsible for delays, damage, loss, increased costs, or other

unfavorable conditions arising directly or indirectly by virtue of a cause or causes not reasonably within the control of AOCS.

Causes for such action beyond the control of AOCS shall include, but are not limited to: fire, casualty, flood, epidemic, pandemic, communicable disease, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, orders or regulation, act of a public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labor, technical or other personnel labor union disputes, an unfit facility, loss of lease or other termination by the Facility, municipal, state, or federal declarations or laws, or acts of God. Should AOCS terminate this Agreement pursuant to the provisions of this section, Client waives any and all claims for damage arising thereof. In the event of termination, AOCS will provide documentation of the amount of the original invoiced fees less prorated adjustments based on costs incurred and benefits rendered prior to the date of termination. AOCS will provide options for transferring remaining funds related to booth spaces and/or conference sponsorships to a future event or refund opportunities as appropriate (at the sole discretion of AOCS). Approved refunds will be made to Client in the amount of the original invoiced fees less prorated adjustments based on AOCS costs incurred and benefits rendered prior to the date of termination.

### LIABILITY AND SECURITY.

All property of the Client is understood to remain under the Client's custody and control in transit to or from, or within the confines of the facility, subject to the rules and regulations of the Expo. Liability Insurance: All property of the Client remains under their custody and control in transit to and from the Expo and while it is in the confines of the Expo. Neither AOCS, its service contractors, the management of the venue nor any of the officers, staff members or directors of any of the same are responsible for the safety of the Client's property from theft, damage by fire, accident, vandalism or other causes, and the client expressly waives and releases any claim or demand he may have against any of them by reason of any damage to or loss of any property of the Client. All Clients must carry liability insurance throughout the Expo, with a limit of not less than US \$1,000,000 per occurrence. If a liability claim occurs against Client and AOCS, Client will be responsible for Client's legal defense, and potentially for paying a claim brought against Client. Neither AOCS, its agents, employees, officers or directors, nor facility, its representatives, or employees shall be liable for any damage to the property or loss of business to client by theft, damage by fire, or other means or for any injuries to participant, its employees, agents, customers, or guests; for any damage of any nature, including damage to its business for failure to provide booth and/or sponsored space; for failure to hold the event as scheduled; nor for any action or omission of AOCS. Client is solely responsible for its own materials and products and should insure booth and/or sponsored space and participant's products from loss or damage from any cause whatsoever. It is understood that all property of client is in client's care, custody, and control in transit to, or from, or within the confines of the Expo. AOCS shall bear no responsibility for the safety of the client, its personnel, employees, agents, or representatives of personal property. AOCS will have no liability whatsoever for any indirect, consequential, special, or incidental damages, regardless of how those damages are incurred. Client, on behalf of itself, its employees, and agents, shall protect, indemnify, save and defend and hold harmless AOCS, its agents and employees and the venue, its agents and employees from all costs, losses, damages and expenses arising out of or from any accident or other occurrence connected with the use or occupation by Client of its booth and/or sponsored space.

### BOOTH ACCESSIBILITY.

Under Title III of the federal Americans with Disabilities Act, each Client is responsible for making his exhibit accessible to the disabled and shall indemnify show management and the convention facility against failure to do so. Clients who have constructed, or are planning to construct, multi-level booths must comply with federal law and all state and local fire and safety codes.

### GOVERNING LAW.

This contract is governed by the laws of the State of Illinois. Client agrees that the courts located in the State of Illinois shall constitute the exclusive fora for the resolution of all disputes arising out of, connected with or related to this contract or the breach of any provision of this contract. Client waives any right to assert lack of personal or subject matter jurisdiction.

### NOTICES AND AMENDMENTS.

By signing and submitting this form to AOCS, the Client acknowledges, agrees and consents to receipt of notices from AOCS and Shepard Exposition Services, AOCS' contracted exhibit management vendor, by mail or electronically, using the contact information set forth on this form. AOCS shall have full power to interpret, amend, and enforce these rules and regulations, provided the Client receives notice of any amendments when made. Each Client and its employees agree to abide by the foregoing rules and regulations and by any amendments or additions thereto in conformance with the preceding sentence. Clients or their representatives who fail to observe these conditions of contract or who, in the opinion of AOCS, conduct themselves unethically may be immediately be dismissed from the Expo without refund or other appeal.

# Advertising Terms and Conditions

This Agreement is entered into by and between the American Oil Chemists' Society, hereafter "AOCS", with offices at 2710 S. Boulder Drive, Urbana, IL 61802 and the advertising client and its advertising agency or media buying service, hereafter "Advertising Client", whose information is listed above.

## Eligibility and Purpose

AOCS does not endorse or promote any products or services related to an advertising client and advertising clients cannot suggest otherwise. To provide the best possible experience for the AOCS audience including AOCS Members, website visitors, and subscribers to AOCS publications, Advertising Client agrees to: 1) advertise only products and services that it manufactures, represents or distributes primarily used by practitioners within the science and technology of oils, fats, proteins, surfactants and related materials; and 2) display such products or services and any related matter in a tasteful, informative, and educational manner. AOCS, in its sole judgment, reserves the right to prohibit any Advertising Client from displaying or advertising any products or services that are considered offensive, violate AOCS rules, or do not meet the stated purpose.

## Positioning & Scheduling

AOCS is not required to display or broadcast any Advertisement for the benefit of any person or entity other than the Advertising Client. Unless otherwise set forth in the Agreement, the positioning and scheduling of Advertisements shall be at AOCS's discretion. All Advertisements are subject to AOCS's approval.

## Provision of Advertising Materials

Advertising Client, at its expense, will provide all materials necessary for advertisements by the Materials Due Date specified in the Insertion Order listed above. Failure to adhere to the Materials Due Date will result in forfeiture of the ad space. AOCS may dispose of any such materials delivered to it 30 days following the end of the term of Advertising Client's campaign unless acceptable return arrangements have previously been made by the Advertising Client. AOCS will not be responsible for any materials that are not properly displayed or that cannot be accessed or viewed because the materials were not received by AOCS in the proper form, in a timely manner, or in an acceptable technical quality for distribution. AOCS will not be responsible for typographical errors, incorrect insertions, or omissions in any advertisement.

## Ownership and Rights

AOCS owns all right, title and interest (including, without limitation, copyright rights) in and to all AOCS Publications and other content that is furnished and/or produced by AOCS hereunder. Advertising Client will not reproduce, use, or authorize any reproduction or use of any such material without AOCS's prior written consent. AOCS owns all right, title and interest in and to any user or usage data or information collected via or related to any of the Advertisements or AOCS web channels. Advertising Client has no rights to any such information by virtue of this Agreement. In providing content to AOCS for distribution, Advertising Client irrevocably grants AOCS a non-exclusive, royalty-free license to use, distribute, and sublicense such content on the publications, web channels, or other platforms owned and/or operated by AOCS. Advertising Client represents and warrants that it controls all necessary rights to the content furnished by Advertising Client to AOCS and AOCS's use of the content does not violate any third party's rights.

## Cancellation Policy

AOCS reserves the right to reject or cancel any advertisement, space or time reservation, or position commitment at any time and for any reason, including delinquent payment. AOCS will notify Advertising Client if an advertisement is not displayed pursuant to this paragraph, and the parties will negotiate in good faith to agree, as Advertising Client's sole remedy therefore, on a satisfactory "make good" that AOCS would provide. Advertising Clients can cancel any portion of an insertion order with 30-days advanced notice in writing to [Advertising@aoacs.org](mailto:Advertising@aoacs.org). Advertising cancellations received with less than 30-days advanced notice will be pulled from the assigned issue/month and both parties will agree on a new issue/month when the advertising will run. Advertising Client initiated cancellations will nullify agreed upon pricing set forth in this agreement and new ad placements will be quoted at the current rate at time of a new ad insertion order.

## Invoicing and Payment

Advertising Client agrees to pay AOCS in the amounts set forth in this agreement and within 30-days of the issuance of the invoice. Invoices will be sent monthly for the preceding month's advertising activities as outlined in the Insertion Order above. Ad placements will cease if invoices exceed 60-days past due. The payments under this Agreement shall constitute payment solely for the advertising assets outlined in the Insertion Order above. Such payments shall in no manner be considered compensation or reimbursement for other services rendered, activities undertaken by AOCS on behalf of advertising client, or income from a partnership or joint venture.

## Confidentiality

AOCS and Advertising Client, on behalf of themselves and their respective agents and employees, agree not to use or disclose, at any time, any confidential information of the other party or its affiliated groups, unless expressly authorized in writing and/or required by law. Both parties acknowledge that the obligations undertaken in this Section will survive the termination or expiration of this Agreement.

## Indemnification

Advertising Client agrees to indemnify and hold harmless AOCS and its officers, directors, employees, partners and assigns against all liability resulting from or relating to the use or display of content furnished by the Advertising Client or otherwise incurred in connection with any breach of this Agreement by the Advertising Client.

## Force Majeure

The performance of this Advertising Agreement by either party is subject to acts of God, war, government regulation, disaster, fire, epidemic, pandemic, threatened or imminent strikes, civil disorder, curtailment of transportation facilities, threats or terrorist attacks, or other similar occurrence beyond the control of the parties, making it illegal, impossible, inadvisable, or commercially impractical to carry on the advertising commitment by reason of the unavailability of the platform or resources required to fully perform the terms of this Agreement. This Agreement may be terminated, or performance may be excused without penalty, for any one or more of such reasons by written notice from one party to the other.

## DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

AOCS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT ANY ADVERTISEMENT WILL BE DISPLAYED WITHOUT INTERRUPTION OR ERROR. IN NO EVENT WILL AOCS BE LIABLE TO ADVERTISING CLIENT FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED BREACH BY AOCS OF THIS AGREEMENT, AOCS'S HANDLING OF ANY MATERIAL, OR THE MANNER IN WHICH ANY ADVERTISEMENT IS DISPLAYED, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER AOCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF AOCS WILL BE LIMITED TO, AT AOCS'S DISCRETION, EITHER: (A) THE AMOUNTS PAID TO AOCS BY THE ADVERTISING CLIENT FOR THE RELEVANT ADVERTISEMENTS, OR (B) DISTRIBUTION OF THE RELEVANT ADVERTISEMENT AT A LATER TIME IN A COMPARABLE POSITION OR TIME SLOT (AS APPLICABLE).

## Miscellaneous

This Agreement is subject to all applicable laws and regulations now in force or hereafter enacted. The Advertising Client may not assign or transfer any of its rights or obligations. The parties intend this Agreement to be the complete statement of the terms of their agreement. This Agreement may not be changed, modified, or amended except in writing signed by both the Advertising Client and AOCS. No course of prior dealing or usage of trade shall be relevant to amend or interpret this Agreement. Neither party will be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, indemnification obligations, limitations of liability and ownership rights set forth herein will survive the termination or expiration of this Agreement.