



German Pavilion Booking Form



BuildNZ 21-22 July 2027

Your Company Details:

Company name			
Contact person			
Contact person phone number		Contact person email	
Please note, you must be a fully paid member of the GNZCC to exhibit within the German Pavilion.			

Terms of payment

	%	Due dates
Deposit	10	On signing
2 nd Instalment	25	20 th Oct 2026
3 rd Instalment	30	20 th Feb 2027
Balance	35	20 th March 2027

A selected stand is only guaranteed after 1st instalment has been paid. Instalments will be added together once the due date has passed.

Cancellation fees (as per Terms and Conditions below)

Days out from show	Total Cost of Contract
Greater than 270	25%
Between 180 and 270	50%
Between 90 and 179	75%
Less than 90	100%

All cancellations must be made in writing. The cancellation fees will be **strictly enforced** by the German-New Zealand Chamber of Commerce Inc. **Cancellation fees apply regardless of whether the participation fee has been paid.**

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Participation Options (subject to availability):

12.96sqm to 25.92 sqm	NZD 485.00 + GST
Greater than 25.92 sqm to 51.83 sqm	NZD 455.00 + GST
Greater than 51.84 sqm	NZD 420.00 + GST
Preferred stand as per plan	
Stand dimensions	
Total stand SQM	
Premium location corner surcharge:	
\$ 150 + GST on each open corner	
\$ 250 + GST each open corner on Blvd	
Total amount to be invoiced (incl. GST)	

Prices shown are per sqm
Please complete the above with your preferred stand number, total SQM, corner preferences, and total amount to be invoiced.

Individual serviced stand within the Pavilion:
includes carpet, panels, power, lighting, made in Germany signage, networking evening, listing on dedicated website pages with GNZCC & BuildNZ, inclusion in the German pavilion advertising in the show guide.

You will be sent the exhibitor manual when available for XPO-leads app bookings, additional power & lighting, additional promotional activities, printing & displays, rental of furniture, audio-visual equipment, catering, plants, accessories, freight of material, internet, etc.

This is a **binding exhibition space contract** to participate on the **German Pavilion at BuildNZ 2026**. Due to our financial commitments with the show organizer, we require an initial **non-refundable deposit** after signing the registration form of **10%**. The **2nd instalment of 25%** is due no later than the **20th January 2027**, the **3rd instalment of 30%** is due no later than **20th February 2027**. The final instalment and balance (35%) are due no later than **20th March 2027**. We will invoice you accordingly.

The Exhibition Space is only reserved after receipt of the deposit payment.

The Organiser agrees to licence the Space to the Exhibitor and provide the designated Services to the Exhibitor and the Exhibitor agrees to take such licence and purchase such Services on the Exhibition Space Contract Terms and Conditions.

Name and signature of authorised person for the Exhibitor (print name):	Name	Signature
Date		
Name and signature of authorised person for the GNZCC (organiser) – Trade Fair Division		
Date		
Name and signature of authorised person for the GNZCC (organiser) - Management		
Date		

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DEFINITIONS

1. In these conditions:
- "Amount Due" means any amount invoiced to the Exhibitor by the Organiser.
- "Exhibition" means the exhibition(s) or event(s) specified in the Particulars, (including the Space) and any event or promotion organised by the Organiser, in or as part of or in connection with the Exhibition. If there is more than one exhibition listed and the context permits, refers to each event and exhibition listed.
- "Exhibitor" means the person specified as such in the Particulars and includes all employees, agents, invitees and contractors of the Exhibitor.
- "Organiser" means XPO Exhibitions Limited or its assignee.
- "Space" means the floor space comprising the Stand Number and Stand Size allocated by the Organiser to the Exhibitor for the Exhibition as designated in the Particulars.
- "Services" means the services (if any) to be provided by the Organiser to the Exhibitor, details of which are set out in the Particulars.
- "Particulars" means and refers to any and all of the details set out on the front page of this contract.
- "Total Cost of Contract" means the amount specified in the Particulars as the Total Cost of Contract for each Exhibition listed, including amounts due for Space and Services or otherwise – together with Good and Services Tax.
- "Venue" means the particular location, building and facilities at which the Exhibition is to be held.

PAYMENT

2. The Exhibitor shall pay to the Organiser the Total Cost of Contract for the Space and the Services specified in the Particulars in the manner and at the times specified in the Particulars. Such obligations are essential terms of this licence.
3. Unless the Organiser otherwise notifies the Exhibitor in writing, the payments to be made by the Exhibitor to the Organiser do not include insurance, cleaning charges, electricity supply, venue car-parking, loading and handling of equipment, plumbing and water supply, telephone and or internet connection, dressing of stand or advertising catalogues and handbills, all of which shall be the responsibility of the Exhibitor.

DEFAULT

- Payment
4. If the Exhibitor fails to pay any sum on the due date for payment thereof, the Organiser may, without prejudice to its other remedies, forthwith or at any time thereafter, at its option, exercise all or any of the following remedies, namely:
- a) Terminate this contract, in which case:
- i. all moneys paid by the Exhibitor to the Organiser shall be forfeited to the Organiser as liquidated damages;
- ii. the unpaid balance of the Total Cost of Contract for the Space and (at the Organiser's option) all or part of the amounts payable in respect of the Services shall forthwith become immediately due and payable and the Organiser may sue for payment thereof;
- iii. the Exhibitor shall vacate the Space and remove all stands, exhibits and other property from the Space and restore the Space to its original condition, failing which the Organiser may, but shall not be obliged to, remove all such improvements and deliver them to the Exhibitor's address stated in the Particulars, the cost of such removal and delivery being a debt payable upon demand by the Exhibitor to the Organiser.
- iv. The Organiser may recover from the Exhibitor any debt recovery costs including; collection costs, revenue costs, legal fees, administration fees.
- b) Declare any unpaid balance of the Total Cost of Contract for the Space and (at the Organiser's option) all or any part of the amounts payable in respect of Services to be forthwith due and payable and the Organiser may sue for payment thereof.
- c) Apply any amount received by the Organiser from the Exhibitor under any other contract in or towards payment of the outstanding amount under this contract. If under any other contract between the Organiser and the Exhibitor, the Organiser exercises the right to apply money paid by the Exhibitor to the Organiser under this contract in or towards payment of moneys outstanding under that other contract, the monies so applied shall be deemed not to have been paid by the Exhibitor under this contract.

Withdrawal from the Exhibition

5. If the Exhibitor wishes to withdraw from participation in the Exhibition, the Exhibitor shall give the Organiser written notice of its intention to so withdraw. In the event that the Exhibitor provides such written notice then the amount the Exhibitor will be liable to pay the Organiser is a nominated percentage of the Total Cost of Contract which shall be calculated as follows, where column A is the number of days between the date on which notification of withdrawal is given and the opening date of the Exhibition, and column B is the percentage of the Total Cost of Contract - payable by the Exhibitor to the Organiser within 14 days of such notice.

A	B
Greater than 270	25%
Between 180 and 270	50%
Between 90 and 179	75%
Less than 90	100%

These monies are payable on the basis that they represent a genuine pre-estimate of loss to the Organiser and this is not intended to operate as a penalty.

General

6. If the Exhibitor :
- a) fails to make a payment of an Amount Due on the due date specified for payment; or
- b) fails to fully observe the move-in and occupy schedule for the space
- the Exhibitor will automatically forfeit its licence to use the Space, and any monies already paid, without releasing the Exhibitor from any liability under this Contract. Any monies so forfeited are retained on the basis that they represent a genuine pre-estimate of loss to the Organiser and this is not intended to act as a penalty. Following such forfeiture, the Organiser shall be at liberty to reallocate the Space to a third party on such terms as it reasonably thinks fit.
7. All property of the Exhibitor situated on the Space or located on the Exhibition site is subject to a general lien in favour of the Organiser for all Amounts Due from the Exhibitor to the Organiser under this contract and the Organiser may exercise its rights under such lien in lieu of requiring the Exhibitor to remove property under clause 4(a)(iii). In such a case, the Exhibitor shall have no claim against the Organiser for the return of or compensation for the property.

8. The Organiser may at its sole discretion, charge interest to the Exhibitor on overdue amounts at the current bank overdraft rate of the Organiser's bank calculated on a daily basis from the due date for payment until payment in full is made, but without prejudice to any other rights, powers or remedies of the Organiser in respect of such failure.

9. If the Exhibitor fails to comply with any other obligation imposed on it under this contract, the Organiser may, at its option, cancel this contract, in which case the provisions of clause 4 (a)(i), (ii), (iii) and (iv) shall apply.

USE OF SPACE

10. This contract constitutes a licence to use the space and exhibit goods and does not constitute a lease or a tenancy.
11. The Organiser may alter the size, shape or position of the Space in such manner and at such time as the Organiser considers to be in the best interests of the Exhibition as a whole and may at its discretion allow a pro-rata reduction in the total Space costs if the Space is reduced from the area shown in the Particulars.
12. The Organiser has the right to approve the design and operation of the stand and the exhibits within the Space to be supplied by the Exhibitor. Any stand or exhibit erected without such approval may be removed or altered by the Exhibitor as required by the Organiser or, the Organiser may remove or alter the stand or exhibit. The Exhibitor shall pay any costs incurred by the Organiser in relation thereto. The Organiser shall not be liable to the Exhibitor for any loss or damage suffered by the Exhibitor arising from the exercise by the Organiser of its rights under this clause.
13. The Exhibitor shall not without the prior written consent of the Organiser:
- i. construct a display stand of a height exceeding 2.3 metres (other than in respect of those supplied by the official stand contractor as part of the overall shell scheme);
- ii. display any exhibit or product (including demonstration equipment or machinery) from the stand which does not, in the opinion of the Organiser, fall within the subject matter of the Exhibition;
- iii. paint or otherwise mark or damage any panels, floors or walls of the Exhibition premises or anywhere in the Venue. Any damage caused by the Exhibitor (including its employees, contractors and invites) to any part of the Exhibition, Space, panels or Venue will be at the sole liability of the Exhibitor. The Organiser shall be the sole judge as to whether and to what extent any such damage has been done;
- iv. bring or allow to be brought onto the Exhibition site any dangerous goods;
- v. hold or allow to be held on the Exhibition site any option, lottery, raffle, sales competition, sales promotion scheme, game of chance or side-show;
- vi. sublicense, assign, share or part with possession of the Space or any part thereof;
- vii. operate any machinery or equipment or operate the Space in such a manner as, in the Organiser's opinion, may cause a nuisance or annoyance to other exhibitors or any persons attending the Exhibition;
- viii. do any act which, in the opinion of the Organiser, may bring discredit upon the Exhibition;
- ix. distribute any handbill, advertisement or other printed matter in connection with the Exhibition;
- x. remove any part of the Space or any display of the Goods and Services during the Exhibition;

14. The Exhibitor shall:

- i. comply with all laws, and regulations (whether statutory or otherwise) applicable to this Exhibition or this Contract. It is the responsibility of the Exhibitor to be aware of and to fully observe, perform and comply with all such provisions. This extends to the requirements of all lawful authorities in relation to the erection, operation and the use of a stand in, the Space;
- ii. comply with the Organiser's health and safety policies at all times during the Exhibition, including build up, and breakdown.
- iii. observe and comply with the terms of the Exhibitor Manual - issued by the Organiser to the Exhibitor prior to the commencement of the Exhibition, except where this Contract provides otherwise. The Organiser shall not be liable to the Exhibitor for any errors or omissions in the Exhibitor Manual.
- iv. observe and comply with all Venue rules and safety directions issued either by the Organiser or by the owner or operator of the Venue for use of the Venue and operation of the Exhibition. In the event that there is a conflict or inconsistency between such rules and this Contract, the terms of this Contract shall prevail.
- v. keep the Space open to view and continuously staffed by competent representatives during the Exhibition and shall ensure no improper language or nuisance emanate from the Space;

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vi. keep the display space properly maintained and clean
vii. conduct its business only from the Space;
viii. keep passageways, aisles and any Fire Exits adjacent to the Space entirely free from obstruction;
ix. ensure that the Space is ready with all exhibits for display and completed by such time as is notified by the Organiser to the Exhibitor;
x. ensure that passes and identification badges printed and supplied for the exclusive use of the Exhibitor are not used by unauthorised persons or are otherwise misused.
xi. ensure any usage of microphones, sound amplification and machine demonstrations from, at or within the Space are at a level of sound that causes no annoyance to other Exhibitors or the visiting public, as determined solely by the Organiser.
xii. upon completion of the Exhibition, dismantle and remove all of its property from the Space in accordance with the directions provided by the Organiser. Except where there are Amounts Due from the Exhibitor to the Organiser, in which case clause 7 shall apply, if the Exhibitor fails to remove any applicable articles within or forming part of the Space within the required time, the Organiser shall have the right to remove and store them at the cost of the Exhibitor. If property is uncollected within 30 days thereafter the Exhibitor authorises the Organiser to sell any of the Exhibitor's property and apply the net sale proceeds towards any amount due by the Exhibitor to the Organiser for storage, moving, labour and any other costs incidental to this. In such case, the Exhibitor or any parties claiming through the Exhibitor shall have no claim against the Organiser arising from the sale.
xiii. ensure all Exhibitor employees, representatives and contractors are maintaining proper standards according to the dignity, content and atmosphere of the Exhibition and are complying with the Organiser's policies including its policies on health and safety. The Organiser may remove any person from the premises who in the Organiser's sole opinion is not meeting such standards, behaviours or policies.

15. The Exhibitor acknowledges that the owner/lessor of the Venue may require that any water, electricity or gas supply, installation and connections in respect of the Exhibition, if required by the Exhibitor, be carried out by a nominated contractor and the cost thereof shall be borne by the Exhibitor. The Exhibitor shall not itself conduct any electrical works or engage any third party to conduct electrical works in the Space without prior written approval of and then only on such terms as the Organiser reasonably requires in connection with such engagement. In addition the Exhibitor shall be aware of and shall observe all provisions of the Manual dealing with electrical safety including (without limitation) as to testing and tagging and use of electrical equipment.

16. The Exhibitor is liable for all acts of its employees, agents or contractors. The Exhibitor (and any employee, agent or contractor of the Exhibitor) must have and if required by the Organiser, must produce to the Organiser prior to the commencement of the Exhibition:
a) the Exhibitor's workplace health and safety policy;
b) a certificate of currency for its Public Liability Policy (for at least NZ\$2M); and all in a form which is reasonably acceptable to the Organiser.

Sublicensing

17. Where an entity is permitted by the Organiser to sub-licence all or part of the Space from the Exhibitor, the sub-licencee shall be bound by the same terms and conditions in connection with the Space as apply to the Exhibitor. The Exhibitor shall be responsible for the observance and performance by the sub-licencee of all such obligations. If the sub-licence is for part of the Space then the Organiser will invoice the Exhibitor an additional \$300+GST shared Space facilities charge.

MISCELLANEOUS

18. The Exhibitor will respect the privacy and security of any other exhibitors at the Exhibition and will not without the consent of the Organiser and/or any other exhibitor affected or whose stand is identifiable, enter onto another stand or take or publish any photo, video, soundtrack or other record or publish any personal, private or commercial information about any such other person, organisation or product on display.

19. The Organiser may, in its absolute discretion, refuse any person admission to the Exhibition.

20. The Organiser has the exclusive right to take, retain and distribute photographic/video images of the Exhibition and other promotional material in respect of the Exhibition and may use such material images to promote future exhibitions. Copyright in such images shall belong to the Organiser. Furthermore, the Organiser may produce an official catalogue for the Exhibition, listing exhibitors and exhibits, but shall have no responsibility to the Exhibitor or any other person for any omission, mis-description or other error in such material.

21. The Organiser gives no warranty as to the type or extent of promotion of the Exhibition or anticipated attendance numbers.

22. The Organiser reserves the right at any time (without the Organiser thereby incurring any liability to the Exhibitor) to postpone or amend the scheduled dates and/or change the Venue of the

Exhibition. In such cases the Organiser will future adjust upcoming instalment payment due dates payable by the Exhibitor. In the event of such re-scheduling this contract will remain in force until the conclusion of the new postponed dates.

23. If the holding of the Exhibition or the performance of this Contract by the Organiser is frustrated, prevented, postponed, interrupted or abandoned by reason of any cause not within the direct control of the Organiser including (without limitation) fire, storm, lightning, earthquake or other seismic or volcanic activity, national or local emergency, transmissible disease outbreak, labour dispute, strike, lockout, civil or political disturbance, explosion, or accident (and whether or not the same renders the Exhibition site or Venue in general or the Space in particular wholly or partially unsuitable or unavailable for the holding of the Exhibition), the Organiser may in its sole discretion elect – by so notifying the Exhibitor - to either terminate this contract or to continue this contract to a new postponed date.

If termination of this contract occurs under this clause:

- a) before the opening of the Exhibition, the Organiser will refund to the Exhibitor any moneys paid by the Exhibitor for Space and Services.
- b) after the Exhibition has opened, the Organiser shall refund to the Exhibitor the pro-rata proportion of the Total Cost of Contract in the same proportion as the period from when the Exhibition is suspended or closed to the scheduled closure date bears to the scheduled duration of the Exhibition.

If continuation of this contract occurs under this clause:

- c) the Organiser will in its sole discretion, hold or transfer any money paid by the Exhibitor to the same or a similar exhibition presented or managed by the Organiser within the next twelve months (or up to twenty four months if the original Exhibition normally runs on a bi-ennial basis).

- d) This contract will remain in force until the conclusion of the new exhibition referred to in c) above.

Except as set out in a) and b) above, the Organiser will not be liable to the Exhibitor either in contract, tort or otherwise in respect of any repayment, cost, expense, damages or loss due to or incurred by the Exhibitor (including payment of any amounts payable or paid by the Exhibitor to the Organiser) as a result of or pursuant to this Clause 23.

24. The Organiser shall solely determine when the Exhibition (or any postponed or new exhibition referred to in clause 22 or 23) shall be opened and closed to Exhibitors and visitors.

25. The Organiser does not insure for and accepts no liability for any loss or damage to any property of the Exhibitor or any other person, whether or not caused in whole or in part by any act or omission of the Organiser, its servants, agents or contractors. The Exhibitor is solely responsible for and is advised to take out all necessary insurance cover to protect the Exhibitor against any such loss or damage.

26. To the fullest extent permitted by law the Organiser shall not be responsible for any loss, injury or damage suffered by any person or persons while within the area of the Exhibitor Space. To the fullest extent permitted by law the Exhibitor indemnifies the Organiser against any liability for or arising out of any and all such injury, loss or damage in the event of any claim made against the Organiser regardless of the cause of any such injury, loss or damage.

27. The Organiser shall not be liable in any way whatsoever for any liability, loss or damage (including consequential loss, loss of profit, loss of goodwill, loss of publicity or loss of reputation), incurred by the Exhibitor.

28. The Exhibitor authorises:

- a) the Organiser or any third party to collect, use and disclose to any other person any personal information for credit enquiry or debt collection purposes;
b) the Organiser and its related companies to use any personal information collected for the purposes of marketing their products and services.

29. The Exhibitor acknowledges that:

- a) This contract, including the schedules, policies and the Exhibitor Manual provided to the Exhibitor by the Organiser, comprises the entire agreement between the Organiser and the Exhibitor.
b) Any variation of the terms of the Contract will be effective only if in writing and signed by both parties.
c) The Organiser may assign its rights and obligations under this Contract to any person or organisation without the prior consent of the Exhibitor.
d) This contract shall be governed by and construed in accordance with the laws of New Zealand and the Exhibitor submits to the non-exclusive jurisdiction of New Zealand courts in relation to any matter arising out of this Contract.