The American Association of Blood Banks dba the Association for the Advancement of Blood & Biotherapies (AABB) sets forth the following Exhibitor Terms & Conditions pertaining to the AABB Annual Meeting to be held at the San Diego Convention Center in San Diego, California October 25-28, 2025 ("Event" or "Meeting"). AABB reserves the right, in its sole reasonable discretion, to: (i) amend or revoke these Exhibitor Terms & Conditions ("terms and Conditions" or "Agreement") at any time; (ii) to apply, interpret, and enforce this Agreement.

See below for the complete AABB Exhibitor Terms & Conditions. AABB and its authorized representatives (The Hilpl Group, A. Fassano & Company) are hereinafter referred to as "AABB Exhibit Management."

# CHARACTER OF EXHIBIT/CONTRACT ACCEPTANCE

The character of all exhibits is subject to the approval of AABB. AABB reserves the right to refuse contracts and/or to require Exhibitors to modify all or part of their exhibits that do not appropriately reflect the character of the Meeting or for any other reason determined by AABB at its sole discretion. This provision applies to articles of merchandise, printed matter, souvenirs, catalogs, and any other items, without limitations, which affect the character of the exhibit or Meeting. Exhibits are restricted to products and services related to the professional nature of AABB.

#### **PAYMENT POLICY FOR EXHIBIT SPACE**

- A 50% deposit is due with all applications received by June 26, 2025. The remaining balance is due in full on June 27, 2025.
- For any application received on June 27, 2025, or later, a full payment is due at the time of the application.
- Applications submitted without payment will not be assigned or confirmed until payment is received.
- If payment is not received in full at least 6 weeks prior to the first day of the
  exhibit hall move-in, exhibitor will be at risk of losing the previously
  assigned exhibit booth space and being charged a 100% cancellation fee in
  the sole discretion of AABB.

**PAYMENT POLICY FOR EXPO SUITES** — Expo Suites must be paid for in full within 30 days of receipt of invoice.

# **CANCELLATION POLICY**

Cancellation of space must be provided in writing to AABB Exhibit Management at AABBprocessing@AFassanoCo.com.

If the cancellation of booth space is before June 27, 2025, exhibitor will pay 50% of the total booth space plus a 10% administrative fee. If cancellation occurs after June 27, 2025, 100% of the total booth space is due along with a 10% administrative fee.

#### REDUCTION OF SPACE

Reductions of space must be provided in writing to AABB Exhibit Management at <u>AABBprocessing@AFassanoCo.com</u>.

If a reduction of space request is received before June 27, 2025, 50% of the reduced portion plus a 10% administrative fee will be imposed. If reduction of space occurs after June 27, 2025, 100% of the total booth space is due along with the 10% administrative fee.

# ASSIGNMENT OF EXHIBIT SPACE

AABB assigns space based primarily on the Priority Point System below, then on a first-come, first- served basis. **NOTE:** Companies with unsettled previous accounts with AABB will not be assigned booth space until all outstanding amounts are paid in full. Applications submitted without payment will not be assigned or confirmed until payment is received.

# RESTRICTIONS ON SUBLETTING OF SPACE

Exhibitors may not assign, sublet, or apportion the whole or any part of the contracted space without the prior written consent of AABB. Exhibitors may not display or advertise products of any kind other than those manufactured or sold by them in the regular course of business without the prior written consent of AABB Exhibit Management.

#### RELOCATION

Should AABB have to relocate an Exhibitor for any reason, AABB Exhibit Management (AFCo/THG) will contact the Exhibitor to communicate and discuss alternatives. AABB reserves the right to adjust the floor plan to meet the needs of all Exhibitors' use and layout of the exhibit hall. AABB will provide advance approval of activities and items upon prior written request of an Exhibitor.

#### Non-Profit Booth Assignment\*

Non-profit entities may purchase up to two (2) 10' x 10' standard inline booth for a reduced rate. If the requested booth choices on the application include an open corner, the corner fee will be applied in full. To qualify for the reduced booth rate, proof of non-profit status in the form of a 501(c) form or similar IRS documentation must accompany the exhibit application/contract. Please send to AABB Exhibit Management after submitting the application and deposit for exhibit space. \*Non-profit booth assignments do not include complimentary Full Meeting Exhibitor Registrations. See Exhibitor Personnel Badges section below.

## **EXHIBITOR CONDUCT**

AABB expects Exhibitors to conduct themselves professionally, with respect, and to refrain from any behavior considered by AABB to be unacceptable in a professional workplace. AABB reserves the right to expel or refuse admittance to any Exhibitor or its representative(s) whose conduct is, in AABB's exclusive opinion, not consistent with the character and/or spirit of the AABB Annual Meeting. Any such decision by AABB will be final.

In addition, the Convention Center reserves the right to eject disorderly persons or any person who is causing disruption to an event and/or the conduct of business.

#### WARNINGS

When an Exhibitor commits an infraction of these Terms & Conditions that, in AABB's sole discretion, is capable of being resolved without significant disruption, the following Warnings will be given:

- The first infraction will result in a verbal warning, and the Exhibitor will be asked to sign documentation acknowledging the warning. If refused, AABB will record that the warning was issued.
- A second infraction will result in a loss of points (see DEMERITS below).
- A third infraction will result in immediate suspension from the show and an automatic 1-year suspension from exhibiting.
- If an Exhibitor reaches 0 points, a 1-year suspension from exhibiting will be imposed.

AABB reserves the right, in its sole discretion, to remove an Exhibitor without warning. No refund or other provision will be made to an Exhibitor who is expelled or denied admittance for inappropriate behavior. If an Exhibitor is asked to leave the AABB Exhibit Hall and refuses to do so, security will be called to escort the individuals out of the building. Labor fees and shipping for the dismantle of the booth will be directly charged to the company in violation.

The Convention Center reserves the right to eject disorderly persons or any person who is causing disruption to an event and/or the conduct of business.

#### **DEMERITS**

AABB Exhibit Management will apply demerits at its sole discretion as follows:

- Loss of four (4) points for major rule infraction (e.g., badge violation, outside booth solicitation, subletting of space, violation of these Terms and Conditions, and violation of FDA regulations),
- Loss of two (2) points for minor rule infraction (e.g., Booth Design Rules & Regulations violations, booth occupancy, smoking in hall, excessive sound levels, and odor annoyances).

### DISRUPTIVE EXHIBITS

Public address, sound-producing, or amplifying devices must be tuned to a conversational level and will be monitored by the AABB Exhibit Management team. The operation of any equipment or apparatus that produces odors



annoying to neighboring exhibitors or guests, in AABB's sole discretion, will not be permitted.

#### PRIORITY POINT SYSTEM → NEW FOR 2025

Priority points accumulate for Exhibitors based on participation in the most recent three (3) years of **in-person Annual Meetings**; 2024, 2023, and spend commitment for 2022 (the exception is 2022 AABB Annual Meeting where we have honored points accumulated based on the spend commitment prior to Event cancellation due to Hurricane Ian).

## For contracted exhibit space, Exhibitors will accrue:

- → One (1) point for each year exhibited during the most recent three (3) years of in-person AABB Annual Meetings,
- → One (1) point for each 10'x10' (100 sq ft) booth space secured,
- Three (3) points for each 100 square feet of increased LINEAR exhibit space from immediate previous year.

#### For example:

- 'ABC Company' exhibits in 2024 with a 10' x 10' booth equivalent to 100 square feet. For 2025, 'ABC Company' secures a 10' x 30' booth, which is an increase of 200 sq. ft.
- For exhibit space commitment only, 'ABC Company' would accrue the following points for 2026 as follows:
  - Two (2) points for participating as an Exhibitor for the years 2024 and 2025.
  - Three (3) points for 300 square feet of exhibit space secured for 2025,
  - Six (6) points for the 200 square foot size increase from the previous year,
  - TOTAL accrued = 11 Priority Points towards the 2026 exhibit space assignment queue
- → 15 points for an upgrade in booth configuration from a LINEAR to an ISLAND booth.

# For example:

- 'XYZ Company' historically secures a 10' x 20' (200 sq ft) linear booth.
- For their 2025 booth space, 'XYZ Company' upgrades their booth configuration to a 20' x 20' (400 sq ft) island booth.
- For exhibit space commitment only, 'XYZ Company' accrues the following points for 2026:
  - Three (3) points for participating as an Exhibitor for the years 2023, 2024, 2025,
  - Four (4) points for 400 square feet of exhibit space secured for 2025.
  - 'XYZ Company' receives an additional 15 points for upgrading the booth configuration from a LINEAR to an ISLAND booth.
- → Five (5) points for booking 100% of housing from previous year through Martiz (official registration & housing vendor) in official AABB hotel blocks.
- → Five (5) points for completing the post-Meeting Exhibitor & Sponsor survey from the previous year.

# Sponsorships contracted by Exhibitors accrue Priority Points as follows:

- → Ultimate Level (\$60,000+) = 25 points
- → Premier Level (\$30,000 \$59,999) = 20 points
- → Champion Level (\$15,000 \$29,999) = 15 points
- → Supporter Level (\$10,000 \$14,999) = 10 points

# Exhibitors can also accrue Priority Points outside of the AABB Annual Meeting through Association engagement:

- → 17 points for Corporate status in the AABB Corporate Partner Program.
- → 35 points for Premium status in the AABB Corporate Partner Program.
- → 10 points for contributions to the AABB Foundation of \$7,500 or more in a calendar year outside of any contributions to the AABB Annual Meeting.

**Regarding Mergers & Acquisitions** - When one company purchases another, AABB recognizes the highest points held by either company at the time of purchase and does not combine points.

# NON-OFFICIAL SERVICE CONTRACTORS

Exhibitors who plan to use an installation and dismantle contractor other than Freeman must submit the Notification of Intent to Use an Exhibitor Appointed Contractor (EAC) Form linked in the online Service Kit in the Exhibitor Resource Center. Exhibitors are responsible for submitting this notice to AABB and for distributing pertinent information to their hired contractors.

AABB's official suppliers will display the Official Supplier badge in all communications. If outside vendors contact your staff for housing, meeting space, mailing lists, or other offers, beware of scams and potential fraud. Use only the AABB Official Suppliers for housing and registration.

If you do not see an official vendor logo on an order form or question the authenticity of a solicitation for services, please contact <u>AABB Exhibit Management</u> or call 856-302-0887.

## **EXHIBITOR APPOINTED CONTRACTORS (EAC) DEFINITION**

An Exhibitor may employ the services of an outside contractor, or EAC, to install and dismantle its display, providing the Exhibitor and the EAC comply with all applicable requirements. EACs, their employees and hired labor may not gain entrance into the exhibit hall unless properly registered with AABB Exhibit Management in advance.

#### EXHIBITING COMPANY'S RESPONSIBILITIES

The Exhibiting company must submit the Notification of Intent to Use an Exhibitor Appointed Contractor (EAC) Form available in the online Exhibitor Resource Center. The EAC will be notified of the completion of this form by their client and is then responsible for sending a Certificate of Liability Insurance (COI) through the link provided to them via direct email by deadline published on the electronic form (September). The Exhibitor is responsible for all actions of, and liabilities incurred by, the EAC.

#### **EAC RESPONSIBILITIES**

The EAC must have all business licenses and permits required by the city, state, and convention center management before beginning work and if requested by AABB, must provide evidence of compliance.

- The EAC is required to carry a minimum of \$1,000,000 combined single limit
  per occurrence of Commercial General Liability Insurance as well as
  Workman's Compensation in full compliance with all laws covering the
  contractor's employees and shall provide AABB Exhibit Management, with
  an original certificate of insurance showing:
  - a. Coverage, to include move-in, show, and move-out dates,
  - b. Insurance amounts,
  - c. Exhibiting company's name (EAC client),
  - EAC company name,
  - e. Certificate holder listing must read: "AABB, 4550 Montgomery Ave, Suite 700, North Tower, Bethesda, MD 20814,"
  - f. List of Additional Insured to include:
    - i. AABB, Bethesda, MD,
    - ii. San Diego Convention Center, San Diego, California,
    - iii. Freeman Company, Dallas, TX,
    - iv. Fassano & Co./ The Hilpl Group, LLC, Turnersville, NJ.
- The EAC must follow the scheduled work times or pay any additional cost incurred because of extended work hours. The Exhibitor will be responsible for any additional cost incurred by the EAC. If an EAC needs to work outside of the published hours, they must make appropriate arrangements directly with AABB Exhibit Management.
- 3. The EAC must furnish AABB Exhibit Management with proper identification (e.g., building credentials, EAC company name business card, or work order from Exhibitor client) to receive official AABB daily credentials (e.g., wristbands) to access the exhibit hall. ALL EAC employees and their agents must always wear the official AABB daily identification credentials during move-in and move-out hours.
- 4. The EAC may not solicit business on the Exhibit Hall floor.
- The EAC may not have signs, service desks, storage areas or work facilities, etc., on the Exhibit Hall floor.
- 6. The EAC must comply with all labor agreements and practices and must not commit or, unless required by applicable law, may not allow to be committed by persons in the EAC's employment any acts that could lead to work stoppages, strikes or labor problems.
- The Exhibit Hall floor, aisles, loading docks, service and storage areas are under the strict control of AABB Exhibit Management. The EAC must coordinate all their activities through the official general service contractor.



**OFFICIAL SERVICE CONTRACTOR INFORMATION -** Freeman is AABB's official general service contractor.

#### NON-CONTRACTED ACTIVITIES

Individuals or organizations not contracted with AABB for the occupancy of space in the Exhibit Hall will not be permitted to display or demonstrate any goods, services or solicit in any manner either in the San Diego Convention Center, San Diego, CA, or in any hotels contracted by AABB to house registrants, attendees, suppliers, or Exhibitors. Non-compliance will result in the prompt removal of the offending person(s) and/or organization(s) and property from the area.

#### **BOOTH EQUIPMENT - INCLUDED WITH BOOTH FEE:**

- Pipe and drape to designate contracted space.
- 7" x 44" identification sign indicating company name booth number.
- Complimentary allotment of Exhibitor personnel badges for access to the exhibit hall and the Meeting.
- Access to Sponsorship opportunities.
- Eligibility to purchase access to pre- or post-Meeting registration list for reference or promotion.
- Listing in the AABB Annual Meeting mobile app and promotional pieces as an Exhibitor.
- 24-hour exhibit hall perimeter security.
- Opportunity to purchase an enhanced company listing.

Carpet and drape colors will be listed in the Exhibit Service Kit. Carpet/flooring is required but NOT included in the exhibit booth package. Exhibitors may order carpet/flooring through the official AABB general contractor for installation in the booth space, or Exhibitors may bring flooring to then be installed by labor supplied by the general contractor.

#### **EXHIBITOR PERSONNEL BADGES**

Exhibitors receive an allotment of complimentary badge registrations with the purchase of the booth space. Exhibitor badges will reflect the name of the company shown on the Application and Contract for Exhibit Space. Each company representative must wear their own badge for admission to, and while in, the Exhibit Hall.

- Four (4) complimentary "exhibit hall only" badges are allotted per each 10' x 10' booth (100 square feet).
- One (1) full Meeting registration is allotted per 10'x10' booth purchased (100 square feet), with a maximum allowance of 10 full Meeting access registrations per exhibiting company. Exhibitor full Meeting access registration gives access to the educational programming as well as movein, show days and move-out in the Exhibit Hall.
- Requests for badges beyond an Exhibitor's complimentary allotment will be charged an additional fee, per AABB. Visit the AABB Annual Meeting website for details. Payment must accompany the request.
- Non-Profit and Complimentary booths (determined by AABB) are not eligible to receive complimentary full Meeting registrations with booth assignment.

Badges are not transferable among company employees, representatives, dealers, guests, and/or others. Supplementing or modifying the official badge with business cards, ribbons, or company logos is not permitted. All exhibiting companies should register their personnel in advance.

Appropriate Exhibitor badges are required to enter the exhibit hall to perform installation and dismantling activities. Installation and dismantling companies (third-party contractors or EACs) must check in at the EAC Check-In Desk outside the exhibit hall to receive a wristband for access into the exhibit hall. Exhibitors are responsible for submitting the proper notification to AABB for the use of an EAC. The EAC is then responsible for submitting the proper requested certificate of insurance (COI) information to AABB. If the EAC does not have a COI on file with AABB, the EAC will not be permitted onto the Exhibit Hall floor. All working personnel must wear a wristband during scheduled installation and dismantling hours. Exhibitors may pick up individual badges onsite at Exhibitor Registration located in the convention center using a valid photo ID. **Group collection of badges is not permitted.** 

#### **BOOTH CARPETING**

All exhibits must have all visible floor space within the assigned booth covered with carpeting or flooring. Exhibitors are responsible for leasing or supplying their booth carpet/flooring. If an Exhibitor elects to bring and use their own flooring/booth carpet, it must be in good condition, securely installed by proper labor jurisdictions to avoid tripping hazards, and fully cover the contracted space. Otherwise, the Exhibitors will be required to rent carpet from the official general service contractor.

#### **BOOTH CONSTRUCTION**

Booths must be constructed and arranged in such a manner as to accommodate the viewing audience inside each booth to discourage standing crowds from forming in the aisles outside the exhibit booth. All construction must be substantial and fixed in position for the duration of the show. Exhibits in violation of local, state, or federal laws or regulations, including safety codes, will NOT be permitted. Combustible decorations of any kind are prohibited.

Fire-extinguishing equipment must remain unobstructed and be always accessible in the exhibit hall. Fire exits must always be kept clear. Approval must be obtained from the local fire department for the use, operation, or presence of any electrical, mechanical, or chemical device that, in the opinion of the fire marshal and/or the official service contractor, might be hazardous to the public space.

Exposed or unfinished sides and/or exhibit backgrounds must be draped to present an attractive appearance. The exhibits will be inspected and, upon notification by AABB Exhibit Management, the decorator will supply any necessary draping and submit the charges to the Exhibitor for prompt payment.

Each Exhibitor will be provided with an Exhibitor Services Kit containing the Booth Design Rules & Regulations for exhibits at the AABB Annual Meeting. All booth space must be arranged and constructed following the guidelines, restrictions, provisions, and limitations contained in the Exhibitor Services Kit and in this Agreement. If, in the sole opinion of Exhibit Management and AABB, an exhibit does not conform to the Booth Design Rules & Regulations, or the provisions set forth herein, such exhibit will be closed and prohibited from operating at any time during the AABB Annual Meeting.

# **EXHIBITOR SERVICE KIT**

Complete instructions, schedules, and prices regarding shipping, drayage, labor, electrical use, furniture, carpets, AV equipment, etc., will be included in the Exhibitor Service Kit, located in the Exhibitor Resource Center (ERC). Exhibiting companies will receive a link to the ERC from AABB Exhibit Management at least three months prior to the opening of the AABB Annual Meeting.

# SHIPPING INFORMATION

All shipments must be fully prepaid. Materials shipped in advance of the Event will be received at an appointed warehouse (up to 30 days in advance of the Event), stored, and delivered to the booth location. If sending booth shipment directly to the venue, it must arrive at the venue site on the scheduled move-in days and times for the general service contractor to accept the shipment. If the shipment arrives outside the published dates and times, it will be refused, and Exhibitor will be solely responsible for any costs associated with the refusal. The advance and onsite shipping addresses and full instructions will be provided in the Exhibitor Service Kit.

**MATERIAL HANDLING** - Exhibitors must plan for delivery, removal, storage, and return of shipping crates/boxes. Rates for material handling will be available in the Exhibitor Service Kit.

# LABOR

The general services contractor will provide labor for setup and dismantling. We strongly encourage ordering labor in advance of the Event. Labor rates are subject to change without notice. Full-time employees of an exhibiting company may install and/or dismantle their own exhibit without the aid of hired union labor if such work can be done within one hour. Beyond that, install and/or dismantle may be rendered by the local Union arranged through Freeman at the Exhibitor's expense.



#### **EXHIBIT BOOTH DESIGN RULES & REGULATIONS**

All exhibit booth materials and displays must be contained within the assigned booth space(s) in such a way as to not interfere with fellow Exhibitors' displays. Canvassing or distributing advertising matter outside an Exhibitor's contracted space is not permitted and is grounds for removal from the exhibit hall and Exhibitor may be excluded from participation in future AABB Annual Meetings. All exhibits must conform strictly to these Exhibitor Terms & Conditions which include the Booth Design Rules & Regulations included in the Exhibitor Service Kit. AABB also reserves the right to make any modifications to these displays, at the offending Exhibitor's expense, so that the exhibit conforms to the Exhibit Terms & Conditions herein.

## **EXHIBITORS DISPLAYING VEHICLES (I.E., BLOODMOBILES, BUSES)**

If additional space is required to display promotional materials, the exhibiting company must purchase at minimum an additional 10'x10' booth, adjacent if available. Activities and crowds from this type of display may NOT spill over into the aisles around the vehicle. All vehicles will be assigned to booth space on the perimeter of the Exhibit Hall floor. Please refer to the Exhibitor Service Kit and the Booth Design Rules & Regulations to review all requirements and guidelines from the general contractor and venue regarding vehicle installation. Exhibitor must comply with all requirements.

Exhibitors who prefer a booth location other than the perimeter of the exhibit hall must purchase an island booth space with minimum dimensions of  $20' \times 50'$  (or 1000 square feet) depending on the dimensions of the vehicle to be displayed. This option will be subject to the regulations governing the Meeting venue.

#### INSPECTION OF BOOTHS

AABB Exhibit Management will inspect each booth prior to the opening of the Exhibit to ensure the Exhibitor has adhered to the rules and regulations set forth in this document and the Exhibitor Service Kit. AABB Exhibit Management will inform the Exhibitor of any infractions, and all corrections must be made before the Exhibit opens.

## RESTRICTIONS ON SUBLETTING OF SPACE

Exhibitors may not assign, sublet, or apportion the whole or any part of the contracted space without the prior written consent of AABB. Exhibitors may not display or advertise products of any kind other than those manufactured or sold by them in the regular course of business without the prior written consent of AABB Exhibit Management.

# OCCUPATION OF BOOTH SPACE

Hours and dates for installing, occupying, and dismantling exhibits are determined and enforced by AABB. If Exhibitor fails to install their display in the assigned space by noon on the opening day of the Exhibit Hall, or leaves its space unattended during the Exhibit hours, AABB may reassign the space to another applicant or use the space as it deems appropriate, in its sole discretion, without releasing Exhibitor from any liability or obligation, and no refund will be due to Exhibitor. All exhibits must be staffed and operational for business during all published Event hours. Exhibitor may not dismantle the display until the AABB Annual Meeting Exhibit Hall is officially closed. Unless previous arrangements are made in writing with AABB Exhibit Management, booth space not occupied by the exhibiting company 24 hours prior to the opening day/time of the Event may be forfeited without refund to the Exhibitor, and the space may be resold or used by AABB Exhibit Management.

# **ENTERING ANOTHER EXHIBITOR'S BOOTH**

Exhibiting company personnel should not enter another company's booth space without invitation, nor should personnel block access to another booth.

#### **RETAIL SALES**

No direct or retail sales are permitted at any time. The exchange of payment and delivery of product to the buyer on the exhibit hall floor is strictly prohibited. Exhibitors may take orders for product; however, delivery of product must take place after the conclusion the AABB Annual Meeting.

#### FORMS OF ENTERTAINMENT OR AMUSEMENT

Attention-getting devices in the form of entertainment or amusement must be approved in writing by <u>AABB Exhibit Management</u> prior to the opening of the Exhibit. Only activities that, at the sole discretion of the AABB Exhibit Management, are in keeping with the professional environment of the Exhibit and the Meeting will be allowed.

#### **GROUP PURCHASING (GPOs)**

Signs, brochures, fliers, or other material indicating group purchasing affiliations are inappropriate and cannot be displayed. This type of material will be confiscated and both the company in violation and the group-purchasing agent may incur a loss of one (1) or more priority points and will be escorted from the premises.

## SOLICITING

All business activities, circulars, and advertising matter of the Exhibitor may be conducted and/or distributed only within the booth(s) assigned to the Exhibitor. No material may be placed on seats or attached to walls, ceilings, or woodwork in the Exhibit Hall or left in public spaces for distribution. Publishing companies shall not solicit other Exhibitors to advertise in their publications. Exhibitors are prohibited from leaving promotional materials in the Poster Session area.

#### **ANCILLARY MEETINGS AND CORPORATE EDUCATION EVENTS**

Exhibiting companies hosting ancillary meetings or corporate education events agree to abide by the policies and guidelines for those events by signing the exhibit space application/contract which is part of and contained in these Exhibitor Terms & Conditions, the policies and guidelines included in the Corporate Education application and the Rules & Regulations published with the Request for Ancillary Meeting Form.

## PHOTOGRAPHY / VIDEOTAPING AND CAMERA CREWS

The use of any camera equipment in the Exhibit Hall other than AABB Staff or AABB's official meeting photographer without written permission from AABB Exhibit Management is strictly prohibited. This includes, but is not limited to, any photographic device or equipment, such as a camera, video recorder, camera phones, and/or recording devices, digital, or otherwise. Representatives of one exhibiting company are not permitted to photograph or videotape another exhibitor's booth. Violation of this rule will result in the expulsion of the offending exhibitor from the exhibit hall and a loss of ten (10) priority points.

Exhibitors wishing to use a photographer other than the designated official show photographer and/or mobile camera crews must request permission from <u>AABB Exhibit Management</u> in writing. A request form is linked in the Exhibitor Service Kit located in the Exhibitor Resource Center (ERC)

# FDA MARKET CLEARANCE

No product, apparatus, instrument, device, or drug which is the subject of litigation pending before the US Food & Drug Administration (FDA) may be exhibited. All Exhibitors for which FDA market clearance applies shall have documentation from the FDA on all products being displayed available at the booth. The documentation should state the model and regulatory class of those products determined to be medical devices, as defined by the Federal Food, Drug, and Cosmetic Act, Section 201(h). Devices without FDA market clearance and are intended for use on humans or are not commercially available in the US will be permitted for exhibit only when accompanied by the appropriate signs indicating their FDA status. The following are signs that should be displayed: (1) "This device is not FDA approved for distribution in the United States"; (2) "This device is FDA approved for investigational use only in the United States"; (3) "This device is FDA cleared for marketing in the US as substantially equivalent to a similar, legally marketed device"; (4) "This device has not yet received FDA clearance for marketing in the US as substantially equivalent to a similar, legally marketed device." Signs must be easily visible and placed on or near the device itself and on any graphics depicting the device. All products to be exhibited at 2025 AABB Annual Meeting must be identified on the application/contract and must include FDA market clearance status. Applications received without insurance information, an authorized signature, FDA information, and/or the required deposit will not be accepted or processed until the conditions of acceptance are met. AABB reserves the right to reject any application in its sole



discretion. *NOTE:* Prior to receiving the FDA market clearance of a 510(k) for a device, a manufacturer is limited in what promotional activities may be undertaken with regard to the device. Prior to the clearance of a 510(k), a manufacturer may advertise or display the device, but the device may not be sold, given away, held, or offered for sale, nor may orders be solicited, even upon the qualification that orders cannot be filled until the FDA acts on the 510(k), unless the device is limited to research or investigational use. The failure to file a 510(k) is a misbranding violation [21 USC 352(o)]. Please contact the FDA Office of Compliance regarding your responsibilities under the Federal Food, Drug, and Cosmetic Act at 301-594-4692.

#### NOTICE OF DISABILITY ACT

In compliance with the Americans with Disabilities Act of 1990, as amended, AABB will make all reasonable efforts to accommodate people with disabilities. Please contact <a href="AABB Exhibit Management">AABB Exhibit Management</a> or call 856-302-0887 with your request.

**AGE REQUIREMENT** - For safety reasons, individuals under 16 years old are NOT permitted in the Exhibit Hall.

**SMOKING** - Smoking in and around the San Diego Convention Center (including vapor cigarettes, electronic cigarettes, and smokeless tobacco) is prohibited in all indoor areas and no closer than 25 feet from any entrance at designated smoking areas only. A smoking locations map is available upon request.

#### **BREACHES OF CONTRACT**

Breaches or infractions of an Exhibitor's contractual obligations could affect the status of the company's future eligibility to exhibit and/or result in the termination of the Exhibitor's display privilege at AABB's Exhibits. Termination may be effective during the Exhibit Hall hours; at which time the Exhibitor must remove all display materials as soon as possible without disruption of the Exhibit. Expulsion of, or restrictions placed on, an exhibitor may not give rise to a claim for any refund of rental or other Exhibit expenses.

## INDEMNIFICATION AND LIABILITY INSURANCE

To the fullest extent permitted by law, the Exhibitor ("Indemnifying Party") hereby releases and shall, indemnify, defend, and hold harmless AABB, A. Fassano & Co./ The Hilpl Group, LLC, Freeman Company, San Diego Convention Center, San Diego, California, and all officially designated service contractors and their officers, agents, employees, successors and assigns and authorized representatives of all of the foregoing (the "Indemnified Parties") from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature including those arising out of injury or death, whether arising before or after completion of this Agreement, to the extent directly or indirectly caused or claimed to be caused, occasioned, or contributed to by reason of any act, omission, fault or negligence, whether active or passive of Exhibitor, or of anyone acting under Exhibitor's direction or control or on its behalf in connection with or incidental to the performance of this Agreement.

Exhibitor agrees to protect and keep AABB, its employees, agents, or representatives forever harmless from any damage or charges imposed for any violation of any law or ordinance whether occasioned by the negligence of the Exhibitor, as well as to strictly comply with the applicable terms and conditions contained in the agreement between the San Diego Convention Center, San Diego, California, and AABB regarding exhibit premises. Exhibitor hereby agrees to release and discharge AABB and all of its employees, agents, and representatives from any and all claims, losses and damages to persons or property arising or in connection with Exhibitor's installation, removal or

maintenance of its property, exhibits, equipment, personal belongings or its occupancy or use of the exhibition premises or any part thereof, except for such loss or damage which is directly caused by the sole negligence of AABB or its employees, agents, or representatives.

The Exhibitor shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased.

Such insurance shall include contractual liability and product liability coverage, with combined single limits of liability of not less than minimum \$1,000,000 per occurrence/\$2,000,000 aggregate coverage. Such insurance shall name the American Association of Blood Banks dba the Association for the Advancement of Blood & Biotherapies, A. Fassano & Co./The Hilpl Group, San Diego Convention Center, San Diego, California, and Freeman Company as additional insureds. During the term hereof, the Exhibitor shall maintain Workers' Compensation and Occupational Disease insurance in full compliance with all federal and state laws, covering all Exhibitor employees engaged in the performance of any work performed for Exhibitor. All property of the Exhibitor is understood to remain under its custody and control in transit to and from the confines of the exhibit hall. If requested, proof of such insurance by way of a Certificate of Insurance (COI), shall be provided to AABB or its agent or representative by deadline date specified by AABB, and failure to remit such proof shall be a material breach of this agreement. Exhibitor acknowledges that AABB, A. Fassano & Co./The Hilpl Group, LLC, San Diego Convention Center, San Diego, California, and the Freeman Company, either collectively or individually, does not assume any responsibility for loss or damage to Exhibitor's property, exhibits, equipment, or personal belongings.

#### FORCE MAJEURE

The performance of this Agreement is subject to termination without liability upon the occurrence or imminent occurrence of any circumstance beyond the reasonable control of either party either before or during the Event, including, but not limited to acts of God, war, terrorism, government regulations, disaster, pandemic illness, strikes, civil disorder, curtailment of transportation, fire, earthquakes, or any other comparable conditions either in the location of the Event, or in the countries/states of origin of at least 25% of the attendees or along their routes of travel, making it impractical, illegal or impossible to perform under this Agreement, without liability, upon prompt written notice of the other party.

Should AABB transition to a virtual Annual Meeting only, as a result of a force majeure event, all funds received from exhibitors for the 2025 AABB Annual Meeting will be automatically transferred to the virtual 2025 AABB Annual Meeting. If an all-virtual Event takes place, AABB will collaborate with Exhibitors to provide a virtual exhibiting experience comparable to the financial commitment made for the live sessions. Should an exhibiting company choose not to participate in the virtual 2025 AABB Annual Meeting, AABB must be notified in writing within one week of communicating the transition to virtual and a refund will be provided minus a 20% non-refundable administrative fee.

**LIMITATIONS ON ASSIGNMENT** - The rights and benefits hereunder are personal to Exhibitor and may not be assigned without the express prior written consent of AABB.

#### **GOVERNING LAW**

THE LAWS OF THE STATE OF MARYLAND SHALL GOVERN THIS AGREEMENT, AND THAT THE PARTIES TO THE AGREEMENT CONSENT TO JURISDICTION AND VENUE EXCLUSIVELY IN THE STATE OF MARYLAND.

## **CHANGES AND AMENDMENTS**

Interpretation of these Terms & Conditions, along with any topics not addressed, are subject to the sole discretion of AABB. AABB may make reasonable changes, amendments, or additions to these Terms & Conditions without notice. Any such changes shall be binding on the Exhibitor. The above are the Terms & Conditions for exhibiting at AABB Annual Meeting. By signing the online Application and Contract for Exhibit Space, you have agreed to abide by these Terms & Conditions, and all other rules, regulations, instructions, and guidelines contained herein.

Please contact <u>AABB Exhibit Management</u> or call 856-302-0887 if you have any questions. Exhibitors are asked to communicate these and all other rules, regulations, terms, and conditions to ALL participating personnel.