

## Terms and Conditions of Participation for TRADEX-Services GmbH pavilions at foreign exhibitions

For the business relationship between Tradex-Services GmbH and the Customer (to be known as the client in the following), shall only be valid within the current version of the terms and conditions set out in the document. Any deviations to these terms and conditions provided by the client shall not be acknowledged unless written approval is provided by Tradex-Services GmbH. Should there be any disputes as to the terms and conditions set out in this form, please note the current version of the terms and conditions from the organizer shall be taken will be used in full force.

### 1. Definitions

Within these conditions, the following terms have the following meanings:

- 1.1. **Booking Form:** the booking form to which these Conditions are attached or such other document setting out the details of the package offered by Tradex-Services GmbH. All to which are subject to acceptance by the sole discretion of Tradex-Services GmbH.
- 1.2. **Client:** the person, company or other entity set out in the booking form.
- 1.3. **Conditions:** these terms and conditions
- 1.4. **Contract:** together, these terms and conditions and the booking form.
- 1.5. **Exhibition:** the event set out in the booking form.
- 1.6. **Fees:** the payable amount by client set out in booking form for the set out Exhibition with the set out package.
- 1.7. **Force Majeure Event:** any event arising that is beyond reasonable control of Tradex-Services GmbH (including, without limitation, royal demise, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, epidemic fire, flood, disaster, third party contractor/supplier failure, civil riot or demonstration, acts of terrorism or war). Not an exhaustive list.
- 1.8. **Intellectual Property Rights:** trade marks, logos, trading names, rights to design, copyrights, database rights and all other intellectual property rights or analogous rights, whether registered or unregistered, anywhere in the world.
- 1.9. **Tradex-Services GmbH:** Agent/Organizer for branded exhibition pavilions for stated exhibition in booking form. Whose place of business is located und the following address: Am Schlichtfeld 2, Muensing, 82541, Germany. To be named Tradex in the following document.
- 1.10. **Online Show Guide Manual:** the manual (if any) provided to client by Tradex-Services GmbH in the respect of the exhibition, as updated by Tradex-Services GmbH from time to time.
- 1.11. **Organizer:** exhibition owner to which all rights are reserved stated in the booking form.
- 1.12. **Contractor:** third party entity contracted with any projects set out by Tradex-Services GmbH.
- 1.13. **Materials:** all materials and information of client including, without limitation, logos, artwork and profile. Required by organizer, contractor and Tradex-Services GmbH.
- 1.14. **Owners:** the owners and/or management of the venue.
- 1.15. **Venue:** the location at which the exhibition is to be held.
- 1.16. **Package:** the space, shell scheme, and/or sponsorship package set out in the booking form.
- 1.17. **Sponsorship:** element of the package set out in the booking form
- 1.18. **Space:** the exhibition area allocated to the client set out in the booking form
- 1.19. **Shell Scheme:** built structure for the stated exhibition for the stated client set out in the booking form.
2. **Specific terms relating to Booking Form**
  - 2.1. Once submitted to Tradex, a booking form is irrevocable by client. Tradex reserves the right to reject booking form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by Tradex to the client (whether or not it is received). Upon receipt the stated fee in the booking form must be paid in the set out terms stated.
  - 2.2. Mainly clients of Germany, Austria and Switzerland are eligible to register for an exhibition from an organizer, which Tradex represents. Clients from other countries are under the sole discretion of Tradex and organizer.
  - 2.3. Registration to the exhibition must take place and be accepted by Tradex before the closing date stated by Tradex. Registrations made after this date may be accepted under the discretion of Tradex under certain circumstances or may be rejected in full. Late fees may incur, payable by client in full.
3. **Specific terms relating to Fees**
  - 3.1. Client shall pay all fees in cleared funds in accordance with the payments stated in the booking form. No deductions shall be made to funds deposited into the account designated by Tradex. All bank surcharges and administration charges from client's desired bank must be accepted and paid by client.
  - 3.2. Upon all paid fees received by Tradex, client shall be notified and subsequently a space and size shall be allocated.
  - 3.3. Client is responsible to include the invoice number or any other identification information with the fees paid for Tradex to assign payment to client.
  - 3.4. Tradex shall have no liability whatsoever if client pays any fees (or any proportion thereof) into any bank account other than the bank account set out for client payments specifically stated in the invoice stated by Tradex. In particular, Tradex shall not be responsible for any losses suffered by the client due to third party fraud or misdemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the fees into designated Tradex bank account shall only satisfy client's payment obligations under this contract. Should the client receive any communication notifying the client of a change of bank account details, client is required to verify the authenticity of such directly with Tradex immediately.
  - 3.5. Should Tradex not receive payment stated in the booking form and/or invoice in the designated bank account, Tradex shall be entitled to (i) refuse client, its employees and other representatives entry to the pavilion and/or lounge and/or (ii) refuse to provide any element of the package stated in the booking form and (iii) seek legal action against client
  - 3.6. It is the intent of all parties that Tradex receive all fees net of all applicable taxes, including, without limitation, sales, VAT, service or withholding taxes, all of which shall be paid solely by the client. If and to the extent that any taxes are levied upon, or found to be applicable to, the whole or any portion of the fees, the amount of the fees shall be increased by an amount necessary to compensate for the taxes (including, without limitation, any amount necessary to "gross up" the taxes levied on the increase itself).
  - 3.7. Should any fee still be outstanding from prior exhibitions / events that has not been received by Tradex, will have their right to register revoked and the booking form rejected. Any such information will be forwarded to the exhibition / event Organizer.
  - 3.8. Additional fees added to the booking form may be a result of the organizer. Without limitations, this may include compulsory insurance, handling fees and co-exhibitor charges.
4. **Specific terms relating to exhibiting at an exhibition**
  - 4.1. Tradex permits the client to use the space allocated to them for the purpose of displaying exhibits at the exhibition. This can be in the form of a shell scheme or space only, to which both are offered by Tradex. Custom made booths from a third party supplier from the client may be used with prior consent from Tradex. All space use shall not constitute a tenancy and client shall have no other rights to or interest in the space. Client is only permitted to conduct business on allocated space given and shall not canvas or solicit for business in any other area of the venue.

- 4.2. Client is responsible for (i) the occupation of the space in time for the opening of the exhibition, (ii) ensuring their space is staffed at all times during the exhibition by competent personnel and is clean and well presented. Failure to do so will result in the arrangement of corrections to the client's space at client's risk and expense for which Tradex will have no liability and (iii) the agreement that the space not be closed down prior to the closing of the exhibition.
- 4.3. Client is not permitted to display any products or exhibits that do not exclusively relate to the client's own commercial activities. Tradex reserves the right to take action.
- 4.4. Tradex reserves the right without liability to remove any exhibit which Tradex considers in its reasonable opinion contravenes any law, infringes the intellectual property rights of any third party, is likely to cause offence or which otherwise does not comply with these conditions.
- 4.5. If the client is in breach of this contract or is otherwise engaged in any activity that might jeopardize the safety of the exhibitions or any exhibition attendees, Tradex reserves the right without liability to close the client's exhibition stand.
5. **Specific terms relating to space allocation at an exhibition**
  - 5.1. An allocated space will be assigned with written confirmation, only once fees have been paid or otherwise stated by Tradex. No space allocation may be reserved prior to fees paid.
  - 5.2. The organizer, owners, as with Tradex reserve the right to make any alterations at any time with the floor plan of any exhibition or with the specifications relating to the space. These changes are in the best interest of the exhibition made by the previously stated authorities. Without limitation reasons can include improving the overall image and due to problems that may arise with the stand construction.
  - 5.3. Tradex will take no liability for changes made to space made directly by the organizer or owner. Without limitation, changes can include the alteration of sizes available, shape or position within an exhibition. If a change is made in respect to the reduction of size and the client has paid all fees, a pro-rata refund shall be payable by Tradex in the respect of the difference.
  - 5.4. In the event of forced alterations that Tradex has no control over, made by the above stated authorities, client has no right in claims of fees.
6. **Specific terms relating to Sponsorship**
  - 6.1. Client shall (i) provide Tradex with all materials within any deadlines specified by Tradex, and (ii) comply with specifications in relations to all materials set out by Tradex. If the client does not, Tradex reserves the right to refuse to print or otherwise use any or all materials (however all fees in respect of the sponsorship shall remain payable in full by the client). Client must ensure that all materials are (i) accurate and complete (to which Tradex will take no liability), (ii) do not contain any information or graphic which may cause offence and (iii) do not infringe the intellectual property rights of any third party.
  - 6.2. Tradex shall take reasonable care in the production of any material, however will take no liability in any errors, omissions or misquotations that may occur.
  - 6.3. All materials are subject to approval by Tradex. Tradex reserves the right to reject any material at any time after receipt.
  - 6.4. Reasonable measures will be taken by Tradex to ensure all sponsorship in the booking form is delivered in the size, position and manner as specified, however will not be held liable for reasonable modifications that are made.
  - 6.5. Client hereby grants Tradex a non-exclusive, royalty free license to use the materials and client's details in connection with the creation of any materials relating to the exhibition.
  - 6.6. Tradex shall not be liable for the rejection of any materials from the organizer or owner.
  - 6.7. If client is in breach of this contract, Tradex reserves the right without liability to refuse the use of any materials or provide any element of the sponsorship.
  - 6.8. **Visitor, delegate, Client's personnel and sub-contractor passes**  
Such passes named above are issued and subject to the terms and conditions of the organizer and owner. Both reserve the right to inspect passes without prior notice and must be produced when requested. Organizer and owner may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued and are non-transferable. Tradex shall take no liability for the loss or suspension of such passes.
8. **Co-exhibitor**
  - 8.1. Space only and Shell Scheme packages set out in the booking form are as per client stated in booking form. Client is not permitted to invite other clients / partners to their assigned space without prior consent from Tradex, organizer and/or venue. Consent will be given in written confirmation and fees may be incurred as stated in booking form.
  - 8.2. Client hereby agrees all co-exhibitors be the sole responsibility and liability as per main client in booking form. All co-exhibitors applied for must hereby accept the terms and conditions stated in this contract.
  - 8.3. Tradex reserves the right to withdraw any application for co-exhibitors within reasonable grounds.
9. **Shell Scheme**
  - 9.1. Client shall receive package as per booking form and shall be notified of any materials needed. All package contents are fixed and may not be modified. Tradex reserves the right to design of the pavilion set out in the booking form and additional documents.
  - 9.2. Tradex will be responsible with the liaison with the contractor for setting up the shell scheme for the client's exhibition stand in the space assigned to them within this booking form.
  - 9.3. Tradex shall have no liability in the respect of construction faults / delays made by the contracted constructor. Client has no right in claim.
  - 9.4. All onsite issues with regards to furniture damage and/or quality must be made with immediate effect during the build up or latest by first day of exhibition. Appointed stand constructor must be given the opportunity to rectify the raised issue as their right to uphold the contract with Tradex. Any missed claims or late action after the exhibition will have no right in claim by client and all costs shall be carried by client.
10. **Space Only**
  - 10.1. Where space only has been booked as per booking form, client shall be responsible for the build up of their stand. Without limitation this includes external contractors and all accompanying paperwork for the exhibition.
  - 10.2. Design consent must be given by Tradex within the form of written consent. Clients must comply with all regulations set out by Tradex, organizer and owner. Tradex reserves the right to reject any designs within reasonable grounds and shall further have no liability for changes needed or instructed by the organizer and owner. All costs incurred through changes will be paid by client.
  - 10.3. Client hereby accepts the terms set out by Tradex and further from the organizer and owner. Requirements from the latter can be obtained with direct contact with the organizer.
11. **Limitation of rights granted**
  - 11.1. Client's rights in relation to the Exhibition are strictly limited to those set out in the package. Client shall be permitted to advertise in a proportionate manner on its own website the fact of its attendance and participation in the exhibition, including, without limitation, by providing a web link to the exhibition's and Tradex website, provided that Tradex or the organizer may request at any time and for any reason that the client remove such advertising. Client hereby agrees to comply with such a request promptly. Client is not permitted to (i) exploit any rights of a commercial nature in connection with the exhibitions, (ii) establish a website relating to the exhibition, or (iii) otherwise promote or

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advertise its association with the exhibition or Tradex, except as expressly stated herein or with prior consent of Tradex. Nothing in this contract shall be construed as granting to client, any right, permission or license to use or exploit intellectual property rights of Tradex.

### 12. Changes and cancellation to the exhibition

- 12.1. The organizer and owner reserve the right without liability at any time and for any reason to make reasonable changes to the format, content, venue and timing of the exhibitions. Without limitation this can include, if a force majeure event occurs which the organizer or owner consider impossible, inadvisable or impracticable for the exhibition to be held.
- 12.2. Tradex has therefore no hand in this matter and relieves itself from all liabilities. This contract shall still continue to be binding on both parties (client and Tradex), provided that the package shall be amended, as Tradex considers necessary to take account of the changes. Client has no right to claim for any losses.
- 12.3. In the event that the date of the exhibition or the cancellation of the exhibition is made within the current year but is reasonably expected to be held in the following year, this contract will continue to be in full force and effect and the obligations of the parties shall be deemed to apply to the exhibition on the new date in the same way the would have applied to the originally scheduled exhibition. Fees paid shall remain by Tradex and client shall be notified with amended booking form. No excuse shall be made by client in terms of fees due in accordance with the terms stated in the booking form.
- 12.4. Where the exhibition is cancelled and is not reasonably expected to be held in the following year the following terms shall apply:
- 12.4.1. If the exhibition is cancelled other than a result of force majeure event (in which case the provisions of condition 12.4.2 apply), this contract shall terminate without liability provided that, at client's election, any proportion of the fees already paid will be refunded or a credit note for the amount of the fees already paid will be issued and client will be released from paying any further proportion of the fees.
- 12.4.2. If the exhibition is cancelled as a result of a force majeure event, this contract shall terminate without liability provided that (i) Tradex shall be entitled to retain an amount of the fee paid by client equal to 50%. (Herein known as the revised fees). Where no fee has been paid or where the proportion of the fees paid is that less than the revised fee, Tradex shall be entitled to submit an invoice in respect of the balance, which will become immediately due and payable by client. (ii) After the deduction of the revised fee, at client's election, any proportion of the fees already paid will either be refunded or a credit note issued.
- 12.5. Client acknowledges that the provisions of this condition 12 set out client's sole remedy in the event of cancellation or changes of the exhibition and all other liability of Tradex is hereby expressly excluded.

### 13. Cancellation by client

- 13.1. The application for the package stated in the booking form is irrevocable by client and client has no rights to cancel this contract once written confirmation has been given, whether received by client or not. As expressly set out in these conditions, no refunds will be given and the fees shall remain due and payable in full (100%) set out in the booking form.

### 14. Termination

- 14.1. Tradex may terminate this contract without liability immediately at any time by written notice to client if client (i) has committed a material breach of any of its obligations under this contract and has not remedied such breach within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the exhibitions) or (ii) goes into liquidation, is declared insolvent, ceases to carry on business or suffers any analogous event in any jurisdiction. Without prejudice to any other right or remedy it may have, in the event that Tradex terminates this contract pursuant to this condition 14.1, Tradex shall not be required to refund any fees received from the client and Tradex shall be entitled to submit an invoice in respect of the balance or whole amount of the fees which will become immediately due and payable.
- 14.2. Tradex may terminate this contract without liability immediately at any time by written notice to the client if Tradex (i) determines in its absolute discretion that the provision of the package to client is not (a) in the best interests of the exhibition, and/or (b) in Tradex's legitimate commercial interests, and/or (ii) is required by any applicable law or instructed by any financial institution/authority (including but not limited to the organizer) to cease trading (a) with certain individuals and/or entities, and/or (b) in certain geographical locations. In the event that Tradex terminates this contract pursuant to this condition 14.2, any proportion of the fees already paid will be refunded and client will be released from paying any further proportion of fees. Client acknowledges that the refund of fees paid is client's sole remedy in the event of this termination by Tradex under this condition 14.2 and all other liability of Tradex is hereby expressly excluded.
- 14.3. Upon termination of this contract, without prejudice to any other right or remedy it may have, Tradex reserves the right without liability to close the client's stand, remove client's employees and other representatives from the exhibition pavilion, cover any materials, remove and dispatch any exhibits or other property of client to client's address (at client's risk and expense). Tradex shall be free to re-sell any aspects of the package as it shall think fit.
- 14.4. Conditions 6.6, 11, 12, 13, 14, 15 and 16 shall survive termination of this contract.

### 15. Liability and indemnity

- 15.1. Tradex does not make any warranty as to the exhibition or package in general (including, without limitation, in relation to (i) the presence, absence or location of any other exhibitor, sponsor or exhibition attendee, or (ii) the benefit or outcome (commercial or otherwise) that client may achieve as a result of participating in the exhibition. Except as set out in these conditions, to the fullest extent permitted by law, Tradex excludes all conditions, terms representations and warranties relating to the exhibition and the package that are not expressly stated herein.
- 15.2. Tradex shall not be liable to client for any loss or damage suffered or incurred by client in connection with the provision of any goods or services supplied by third parties in relation to the exhibition and/or package, including without limitation, the provision of utilities, freight shipment, transportation/delivery of materials and services supplied by third party contractors or the owners. Client acknowledges that services provided to client by third party or recommended contractors are subject of a separate agreement by client and the relevant contractor(s).
- 15.3. Subject to condition 15.5, (i) Tradex shall not be liable to client for any (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss, or (b) loss (or theft) of or damage to the person or property of client, its employees or other representatives or sub-contractors (without limitation, including, injury and death) and (ii) Tradex maximum aggregate liability to client under this contract or otherwise in connection with the exhibition and/or the package shall be limited to the total amount of fees paid by the client.
- 15.4. Nothing in these conditions shall exclude or limit any liability, which cannot be excluded or limited by the applicable law.
- 15.5. The provisions of this condition 15 shall not be a bar to client's right to claim under any extended cover/insurance that has been signed/purchased by the client, provided that the client can demonstrate a claimable loss under the policy. Where client has signed/purchased an extended cover/insurance and there is an occurrence which may give rise to a claim under the policy, the client will advise Tradex in writing immediately (but not later than 7 days from the closing date of the exhibition) and provide all related documentation that is necessary to assess the claim. Client undertakes to cooperate with Tradex, the insurer/underwriters and the designated loss adjuster (if any) with any

investigation surrounding the claim. Tradex undertakes to promptly forward to the insurer/underwriters and the designated loss adjuster (if any), within 7 days, any claim submitted to it by the client pursuant to the extended cover/insurance and to facilitate any investigation where necessary. The above limitations are not applicable should the client wish to claim damages resulting from injuries to oneself (body, health etc.) or the injury resulting from the duties of the contract (Cardinal Duties), as well as any injury or damage resulting from malicious intent or negligence. This applies to the breach of duties of the provider, their legal substitutes and third party agents.

- 15.6. Any fraud, intentional misstatement or concealment of material information by the client will result in any benefits under the extended cover to be forfeited.

### 16. General

- 16.1. The organizer reserves the right to refuse any person entry to the exhibition or to remove any person from the exhibition at any time. Tradex shall take no liability in the event of such a decision.
- 16.2. From time to time, the organizer, the owner and their respective employees, other representatives or sub-contractors may enter the venue to carry out repairs or alterations or for any other purposes which they deem necessary (herein to be known as works). Tradex shall not be liable for any damage, loss or inconvenience suffered or incurred by client, its employees or other representatives by reason of any matter relating to works.
- 16.3. Without prejudice to condition 12.4.2, Tradex shall not be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure results from a force majeure event. Client shall not be excused from the payment of fees under this contract under condition 16.3
- 16.4. Nothing in this contract shall create partnership, joint venture or agency relationship between the parties.
- 16.5. If and to the extent that there is any conflict between these conditions and the booking form, the terms of the booking form shall prevail.
- 16.6. Each party acknowledges that this contract constitutes the entire agreement between the parties in relation to the exhibition and that it does not rely upon any statement, representation, assurance or warranty that is not set out in this contract. No variation of this contract shall be effective unless it is made in writing and signed by both parties.
- 16.7. Client may not assign or sub-contract any of its rights or obligations under this contract without prior written consent of Tradex and/or the organizer. A person who is not a party to this contract shall not have any rights under or in connection with it. Tradex shall be entitled to assign any and all of its rights under this contract to any party associated with Tradex and its business without prior consent of the client. Tradex shall be entitled to sub-contract any and all of its obligations under this contract to any member or party associated with Tradex and its business or third party contractor assisting Tradex with the staging of the exhibition and the consent of the client shall not be required.
- 16.8. No failure by either party in exercising any right, power or remedy shall operate as waiver of the same.
- 16.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 14.9 shall not affect the validity and enforceability of the rest of this Contract.
- 16.10. The mutual rights and obligations resulting from this contractual relationship shall be subject to the laws of the Federal Republic of Germany. Place of jurisdiction is Munich. Place of financial obligations is Muenasing.
- 17. Client's general obligations**
- 17.1. Client shall comply with (i) all laws (including without limitation, all laws relating to anti-bribery and corruption or trade sanction), (ii) any instructions issued by the organizer, owners or Tradex (including without limitation, in relation to health and safety or security requirements), and (iii) the provisions of the manual, including, without limitation, any rules, regulations and operational requirements stated herein.
- 17.2. Client warrants that (i) it has the right, title and authority to enter into this contract and perform its obligations hereunder, and (ii) the person signing the contract on behalf of client has the requisite authority to do so.
- 17.3. Client, its employees and other representatives must not (i) act in any manner which causes offence, annoyance or inconvenience to Tradex, the organizer, the owner or any other exhibition attendees, (ii) do anything which might adversely affect the reputation of Tradex, the organizer or the owner, and/or (iii) cause or permit any damage to the venue or any part thereof or to any fixtures or fittings which are not property of the client.
- 17.4. Client is required to be adequately insured to participate in the exhibition. Where client pays an administration fee as stated on the booking form, the organizer shall extend its own contract of insurance for the benefit of the client, known as extended cover herein. At request of client, the organizer shall provide a summary of the terms of the extended cover. The organizer shall not provide any advice concerning the extended cover and it is for the client to assess the summary of the terms and decide if it is adequate to cover client's participation in the exhibition. Where an administration fee is not stated on the booking form, client shall itself take out and maintain at all times both public liability and employee liability insurance against personal injury, death and damage to or loss of property for not less than US\$2,000,000 per occurrence or claim. Tradex shall not be entitled to inspect client's insurance policy on request.
- 17.5. Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the exhibition is held. If client, its employees and other representatives cannot attend the exhibition due to failure to obtain such documentation, the fees shall remain due and payable in full.
- 17.6. Client consents to its details (including, without limitation, its name, logo or any other information) being (i) published in the exhibition show guide and any other exhibition promotional materials, and (ii) displayed on the exhibition website. Although Tradex shall take reasonable care in such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.
- 17.7. All unauthorized filming, sound recording and photography of the exhibition and transmission of audio or visual material is expressly prohibited. Client consents to (i) the filming, sound recording and photography of the exhibition, which may include client's employees and other representatives, and (ii) the use by Tradex of any such film, sound recording or photography anywhere in the world for promotional and other purposes.
- 18. Final Clauses**
- 18.1. For all contracts between Tradex-Services GmbH and the client, the law from the Republic of Germany shall be applicable except for the UN conventions on contracts for the international sale of goods. The legal rules regarding the restrictions of choice of law and jurisdiction, especially the rules of the state where the client as a consumer has their permanent residency stay untouched and unchanged.
- 18.2. The place of fulfillment and jurisdiction for disputes and conflicts with merchants, juristic persons governed by public bodies or publicly funded assets shall be the place of residency of Tradex-Services GmbH.
- 18.3. Should any clause or paragraph with the document become void or ineffective, the legal force of the contract regarding the dispute shall not be subject to become void. Instead the clause in question shall be amended to subsequently become valid for the party. The same ruling applies should there be an omission.