

TERMS OF CONTRACT

1. Terms of Reference

In these rules and regulations, The term 'Exhibitor' shall include all employees, servant and agents of any company, partnership, firm or individual to whom space has been allocated for the purposes of exhibiting. The term 'Exhibition' shall mean the ASEAN Expo 2013. The term 'Organizer' shall mean Cityneon Displays & Construction Sdn Bhd. The term 'Contract' means the contract for stand at the Exhibition entered into between the Manager and the Exhibitor which incorporates the rules and regulations.

2. Organizer and Manager

The Exhibition is organised by the Organizer and its management is undertaken by the Manager on the Organizers behalf.

3. Application for Participation

All applications for participation shall be made on the prescribed application form. The application form shall be submitted to the Manager or the Representatives accompanied by the required payment of the booth charges. The submission of the application form shall deem to be confirmation of the participation and acceptance of the TERMS OF CONTRACT. The Manager shall reserve the right to accept or refuse any application without reasons thereof.

4. Allocation of Booth

The Manager shall allocate the booth in accordance with the nature of exhibits or in the manner they deem fit. The manager shall reserve the right to change the booth allocated to the Exhibitor at anytime prior to the commencement of the build-up of the Exhibitions should exceptional circumstances demand, and to alter the size and dimensions of the booth, to transfer or close entrances and exits to the Exhibition hall and to undertake other structural alterations as they deem fit. Such changes shall be at the discretion of the Manager and the Exhibitors shall have no claim for compensation as a result of the changes.

5. Use of Booth

Exhibitors are bound to exhibit the announced products and to man the stand with competent personnel during the opening hours of the exhibition. The Manager reserve the right to refuse admittance to any visitor to the Exhibition or to have access to the booth. Exhibitors are not allowed to sublet the booth allotted to them to other parties either wholly or in part without the written consent of the Manager. Exhibitors will be liable for any damage to wall or the Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceiling, pillars or walls without the prior consent of the Manager.

6. Terms of Payment

Full payment upon confirmation on or before September 28, 2013. Payment by the stipulated date is a pre requisite condition governing participation in the Exhibition. In the event of default in payment by the stipulated date, the Manager shall reserve the right to refuse participation and to claim all dues from the defaulting Exhibitor who shall not be entitled to any form of compensation.

7. Breach of Contract and Withdrawal by Exhibitor

Without prejudice to the rights and remedies of the Manager in respect of any breach of the contract on the part of the Exhibitor, the Manager may at their discretion allow the Exhibitor to withdraw from the Exhibitions subject to the following conditions:

- The Exhibitor must give written notice to the Manager that he desires to withdraw and if the Organisers allow such withdrawal, they will notify the Exhibitor of their decision in writing.
- Any such notification by the Manager to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Manager of a consideration for release from the Contract;
- The amount of such payment will be specified in the Manager's notification to the Exhibitor and will be that proportion of the booth rental payable under the Contract specified in the second column below which appears beside the time in the first column below upon which the Manager receive the notification from the Exhibitor,

Time of receipt by Manager of notice of withdrawal	Proportion of Value of contract payment
Within 30 days of signing contract	20%
Within 60 days of signing contract	40%
Within 90 days of signing contract	70%
After 90 days of signing contract	100%
Notwithstanding the above contact signed within 60 days prior to the exhibition.	100%

- Upon payment of such amount to the Manager by the Exhibitor (credit being given by the Manager for all rental already paid by the Exhibitor) the Contract shall be cancelled and neither party shall have any further claim against the other.
- In the event of any failure on the part of the Exhibitor to observe and perform any of the provisions of the Contract, The Manager shall have the right to terminate the Contract forthwith by written notice to the effect, in which event, rental then paid by the Exhibition shall be forfeited and retained by the Manager. The exhibitor shall indemnify the Manager in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.

8. Changes

The Manger reserve the right to change the venue and duration if exceptional circumstances demand. In the event of change of venue and or / duration, the agreement to participate shall remain in force so long as the Exhibitor is informed atleast a month before the changes. In the event of a change of venue and /or date or cancellation of the Exhibition, the Exhibitors shall not be entitled to any claim for compensation in connection with their booking for participation.

9. Construction and Decoration of Booth

Exhibitors will be allowed to erect and decorate their booth as per schedule in the later stage. Any damages caused by the Exhibitors or their contractors to other Exhibitor or their contractors or common property shall be the responsible of the Exhibitor. All exhibitors must complete their construction and decoration by the date and time stipulated by the Manager.

10. Lighting and Electric

All exhibitors using Shell scheme will be provided with booth services as per schedule overleaf. Exhibitor must order extra fitting and electrical connection from the Manager who will undertake all electrical work. The Manager reserved the right to charge double the scheduled rates for electrical installation and booths which are not completed within the stipulated time limit. Electrical supply and service will not be guaranteed for booths that are not completed within the stipulated time limit.

11. Movement of Exhibits

- Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the exhibition venue;
- Exhibitors shall make their own arrangement for storage and warehousing of their exhibits;
- Exhibitors shall submit a list of exhibits to the Manager atleast ten(10) weeks prior to the Exhibition;
- No exhibit will be allowed in or out of the Exhibition hall without a delivery order or clearance check
- Exhibitors shall remove all exhibits from the exhibition hall within the period stipulated by the Manager and shall indemnify the Manager against any loss by reason of the delay or damage to the Exhibition hall.

12. Losses

The Organiser and Manager shall not be responsible for damage to the Exhibitor's property howsoever caused or lost shipments either coming in or going out or for moving costs. The Exhibitor is responsible in all cases for the full contract price payable under this Agreement.

13. Manager as Agent

All rights powers and discretion exercised by the Manager or consent or agreement given or made by the manager shall be deemed to be carried out as agent on behalf of the Organiser. The Manager shall have no responsibility or liability whatsoever to the exhibitor or any other party.

14. Liability Limitation

The liability of the Manager (if any) under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the total contract price paid by the Exhibitor for the license here in granted. The person or persons appointed by the Manager to undertake any official tasks including to the official Standfitting Contractor and the official Electrical Contractor are independent contractors.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and consumed in accordance with the laws of the country of incorporation of the Organiser, The Exhibitor thereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the country of incorporation of the Organiser for all purposes in relation to this Agreement and waives any objections on the ground of venue or forum non convenience or on similar grounds.

16. Failure of Services

The Manager shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension or reduction of the schedule exhibit from the period advertised or specified due to:

- Force Majeure;
- Acts of War, Military Activity, Municipal Statutory or civil Authority requisition;
- Fire, flood, tempest excessively inclement weather, earthquake or a combination of the same;
- Damage caused by an aerial object or aircraft;
- Strikes or lockouts by workman AND in the event the Exhibition is cancelled reduce or postponed then and in any event the fees paid to the Manager, or any part thereof may be refunded at the sole discretion of the Manager to the Exhibitor BUT without prejudice to the manager's right to appropriate the entire sum or any part thereof for its own purpose. And where goods or services are supplied to the manager in exchange for free space or other considerations, The Manager shall not be liable for the payment or refund of the same.

17. Security

The Manager should take all security precaution in the interest of the exhibitors and visitors. However, The Manager shall not be held responsible for any loss or theft of exhibits at the exhibition hall during the built-up, exhibition and dismantling period. The Manager shall also not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

18. Fire Regulations

All materials used in stand and exhibition construction must be properly fireproofed in accordance with local regulations. Fire marshalls will patrol the Exhibition hall and will be authorized to limit any demonstration that are potential fire hazards.

19. Insurance, Liability and Risks

All exhibitors shall insure, indemnify and hold the Manager and Exhibition Centre, Harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of loss or injury arising to any persons howsoever caused while the said persons are upon examining or passing the said exhibition booth during the tenancy of the exhibition.

20. Supplementary Clauses

Whenever necessary, the Manager shall have the right to issue supplementary regulations in addition to those in the TERMS OF CONTRACT to ensure the smooth management of the Exhibition. Any additional written regulations and / or instructions shall form part of the TERMS OF CONTRACT and they shall be binding on the Exhibitors. Exhibitor shall not assign this TERMS OF CONTRACT without the express consent of the Manager in writing.

The Exhibitor shall be liable to pay to the Manager all legal costs (including Solicitor and Client's cost) charges and expenses which organisers may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment of all or any parts of the monies hereby agreed to be paid by the Exhibitor.