1. Definitions

In these Terms and Conditions the term “Exhibitor” means any persons, firm or company who has made application for and who has been granted space in the Exhibition. The term “Exhibitor’s Terms” means the event detailed on the Contract Form. The term “Organizer” means the person or company identified on the Contract Form as the organizer and assigns. The term “Contract Form” means the prescription form on which the Exhibitor has made application to the Organizer. The term “Organizer’s Terms” means the manual drawn up by the Organizer in respect of the Exhibitor.

2. Contract for Stand Space

(ii) Application for stand space at the Exhibition must be on the Organizer’s official Contract Form and must (if no space is available) contain an express statement on all exhibits to be displayed.

3. Allocation of Stand Space

Every effort shall be made to allocate to the Exhibitor the stand space which has been ordered. However, to facilitate an effective layout of the Exhibition and if the Organizer believes it to be in the interest of the Exhibition, the Organizer has the right to make a reallocation of space at any time.

4. Payment

(i) All payments must be made in accordance with the terms and methods of payments set out on the Contract Form.

5. Cancellation of Stand Space

(ii) If the Organizer reserves the right in its absolute discretion to require the Exhibitor to, and the Exhibitor shall promptly, remove his stand or any part of his stand space, the Exhibitor shall be entitled to (at the option of the Organizer) to receive a refund of the partly paid exhibit fees received by the Organizer in relation to the Exhibition as the Organizer thinks fit after deducting expenses incurred.

6. Reduction of Stand Space

The Exhibitor shall also ensure that he has full indemnity insurance against the usual risks in respect of all loss, damage or injury to person or property suffered by others as a result of the Exhibitor’s activities.

7. Stand Space and Exhibits

(ii) The Exhibitor’s activities at the Exhibition shall be restricted to the promotion and display of goods and services within the space allocated to the Exhibitor.

8. Exhibitor’s Representative and Passes

(i) The Exhibitor must supply the Organizer to the name of at least one person to be his representative in connection with the installation, operation and removal of his exhibits.

9. Duration of Exhibition

Details of Exhibition hours are given in the Organizer’s Exhibitor’s Manual. During these times stands must be adequately manned by the Exhibitors staff with the exhibits fully set up and not covered up. The Exhibitor must be ready and able to conduct business during the Exhibition hours.

10. Removal of Exhibits

(i) No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organizer.

11. Attendance

(i) The Exhibitor acknowledges that the Organizer shall not be held responsible for the failure of any other contracted exhibitors to attend the Exhibition or the failure of any number of attendances to attend the Exhibition for any reason beyond the reasonable control of the Organizer.

12. Exclusion of Personnel

The Organizer reserves the right in its absolute discretion to remove or require the Exhibitor to remove from the Exhibition any person whose presence is or is likely to be undesirable and the Organizer may exercise such right notwithstanding that any such person is the employee, agent, contractor of the Organizer or in any other way connected with the Exhibitor.

13. Undesirable Activities

(i) The Organizer reserves the right to exclude from the Exhibition any activities which are deemed to be contrary to the best interests of the Exhibition and in breach of law, the Organizer may without any liability to refund or rebate any charges paid or due hereof cancel any stand space allocation which may have been made to the Exhibitor and require him forthwith to vacate the stand allocated to him and refuse the Exhibitor the right to participate further in the Exhibition.

14. Fire Precautions

All materials used for building, decorating or covering stands or displays must be of flame-resistant material. The Exhibitor must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

15. Compliance with Regulations

The Exhibitor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organizer, the proprietors or managers of the Exhibition building or any municipal or any other competent authority.

16. Electric Lighting and Power

(ii) In the event that official contractors are appointed by the Organizer to carry out electrical work, the Exhibitor shall be responsible for setting all accounts for electrical work carried out and all electrical current consumed by the Exhibitor’s stand or displays at the rate fixed by the event, and the Exhibitor shall pay to the Organizer a proportionate share of the rate of any such accounts.

17. Insurance

(i) The Exhibitor shall carry public liability insurance against personal injury, death or damage to loss or property by any cause whatsoever. If in proof of such insurance such insurance is not received by the Organizer from the Exhibitor at least one month before the date of the Exhibition, the Organizer may, at its discretion, arrange such insurance at the cost of the Exhibitor and charge the cost to the Exhibitor.

18. Limitations of Liability

(i) The Organizer shall reserve the right to cancel any allocation of stand space to the Exhibitor and shall be entitled to resell or reallocate such space.

19. Default and Exhibitor’s Insolvency

(i) If the Organizer becomes bankrupt or makes an arrangement with his creditors or if the Organizer shall take any step to effect a composition or arrangement with the Organizer or the Organizer shall pass into the hands of any receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition or arrangement with any of its creditors or if the Organizer is wound up or in any way ceases to have the power to carry on the business of the Organizer or if the Organizer shall pass into the hands of any receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition or arrangement with any of its creditors or if the Organizer is wound up or in any way ceases to carry on the business of the Organizer then the Organizer shall in addition to all sums otherwise payable to the Organizer under these Terms and Conditions and provisions of paragraph 5 above relating to cancellation of charges shall apply.

20. Limitations of Liability

(i) The Organizer, its employees or agent shall not be liable for any loss, theft, damage or injury to person or property suffered by the Exhibitor in any way connected with the Exhibitor.

21. Indemnity

(i) The Exhibitor hereby fully and effectively indemnifies the Organizer against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organizer, its employees, agents or contractors. The Organizer also fully and effectively indemnifies the Exhibitor against all claims and losses made by any contractor or agent appointed by the Organizer as a result of a failure on the part of the Exhibitor, his agents, contractors or employees to perform in any way any contract entered into by and on behalf of the Organizer with such contractors or agents.

22. Assignment

The Organizer shall not be entitled to assign or delegate to a third party any rights obligations of the Organizer arising under these Terms and Conditions.

23. Entire Agreement

These Terms and Conditions, together with the Contract Form and the Organizer’s Manual, contains the entire agreement between the Organizer and the Exhibitor and supersedes any previous agreements between the Organizer and the Exhibitor.

24. Governing Law and Jurisdiction

These Terms and Conditions shall be construed in accordance with Malaysian Law and the Exhibitor hereby submits to the non- exclusive jurisdiction of the Malaysian courts.

25. Double Deckers Booth

There will be an additional 50% surcharge on the total floor area of the upper-level.