

# TERMS OF CONTRACT

## 1. TERMS OF REFERENCE

In these rules and regulations the term "Exhibitor" shall include all employees, servants 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 FACON EDUCATION FAIR Incorporating POSTGRADUATE March 2010 - East Malaysia. The term "Organizers" shall mean Facon Exhibitions Sdn Bhd and International Trade Fairs (S) Pte Ltd. The term "Contract" shall mean the contract for table at the Exhibition entered into between the Organizers and the Exhibitor, which incorporates the rules and regulations.

## 2. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the prescribed application form. The application form shall be submitted to the Organizers or their Representatives accompanied by the required FULL PAYMENT of the total participation cost. The submission of the application form shall deem to be confirmation of participation and acceptance of the TERMS OF CONTRACT. The Organizers shall reserve the right to accept or refuse any application without reasons thereof.

## 3. ALLOCATION OF TABLE

The Organizers shall allocate the table in accordance with the nature of exhibits or in the manner they deem fit. The Organizers shall reserve the right to change the table allocated to the Exhibitor at any time prior to the commencement of the build-up of the Exhibition should exceptional circumstances demand, and to rearrange the layout of tables, to change or close entrances, and or exits to the Exhibition hall and to undertake other structure alterations as they deem fit. Such changes shall be at the discretion of the Organizers and the Exhibitors shall have no claims for compensation as a result of the changes.

## 4. USE OF TABLE

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

## 5. TERMS OF PAYMENT

Full payment to be made one month from invoice date OR one month before the event which ever earlier. Payment by the stipulated date is pre-requisite condition governing participation. In the event of default in payment by the stipulated date, the Organizers shall reserve the right to refuse participation and to claim all dues from defaulting Exhibitors who shall not be entitled to any form of compensation.

## 6. BREACH OF CONTRACT AND WITHDRAWAL BY EXHIBITOR

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

- The Exhibitor must give written notice to the Organizers that he desires to withdraw and if the Organizers allow such withdrawal, they will notify the Exhibitor of their decision in writing;
- Any such notification by the Organizers to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organizers for consideration to release from the Contract;
- The amount of such payment will be specified in the Organizers' notification to the Exhibitor and will be that proportion of the table rental payable under the Contract specified in the table below:

Time Of Receipt By Organizers 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 contract - signed within 60 days prior to the exhibition	100%

- Upon payment of such amount to the Organizers by the Exhibitor (credit being given by the Organizers 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 Organizers shall have the right to terminate the Contract forthwith by written notice to that effect, in which event, rental then paid by the Exhibitor shall be forfeited and retained by the Organizers. The Exhibitor shall indemnify the Organizers in respect of all costs loss, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.

## 7. CHANGES

The Organizers 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 at least 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.

## 8. DECORATION OF TABLE

Exhibitor will be allowed to erect and decorate their table as per scheduled in the Information & Order Manual. Any damages caused by the Exhibitor or their contractors to common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their decoration by the date and time scheduled by the Organizers.

## 9. LIGHTINGS AND ELECTRICS

The venue's lightings are bright enough for all exhibitors. Any exhibitors require additional power supply MUST get approval from the Organizers. Upon approval, Exhibitors may approach the hotel staff to request for the services on the exhibition date. Exhibitors have to bear any charges by the hotel (if applicable) for their services they requested. The Organizers reserve the right to change, stop or disapprove any request by the exhibitors should they find the situation is not suitable or will cause inconvenience / dangerous to others.

## 10. MOVEMENT OF EXHIBITS

- Exhibitors shall bear the responsibilities 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 Organizers at least 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 form;
- Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Organizers and shall indemnify the Organizers against any loss by reason of the delay or damage to the Exhibition hall.

## 11. FAILURE OF SERVICES

The Organizers shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension or reduction of scheduled exhibition 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 of aircraft;
- Strikes or lockouts by workman AND in the event the Exhibition is cancelled, reduced or postponed then and in any event the fees paid to the Organizers, or any part thereof may be refunded at the sole discretion of the Organizers to the Exhibitor BUT without prejudice to the Organizers' right to appropriate the entire sum or any part thereof for its own purpose.

And where goods or services are supplied to the Organizers in exchange for free space or other considerations, the Organizers shall not be liable for the payment or refund of the same.

## 12. SECURITY

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

## 13. FIRE REGULATIONS

All materials used in table and exhibition construction must be properly fireproof in accordance with local regulation. Fire marshals will patrol the Exhibition hall and will be authorized to limit any demonstration that is potential fire hazards.

## 14. INSURANCE, LIABILITY AND RISKS

All Exhibitors shall insure, indemnify and hold the Organizers and venue owner harmless in respect of all costs, claims, demands and expenses to which they may be subjected as a result of loss or injury arising to any persons howsoever caused while the said persons are upon or examining or passing the said Exhibition's table during the tenancy of the Exhibition. The liability or risks of the employees, agents or exhibits shall be responsibilities of the Exhibitors. Exhibits shall be placed at the Exhibitor's own risk and the Organizers shall not be held responsible for any theft or loss of the exhibits. Exhibitors are advised to fully insure all exhibits during the tenancy of the Exhibition.

## 15. SUPPLEMENTARY CLAUSES

Whenever necessary, the Organizers 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 / instructions shall form part of the Terms Of Contract and they shall be binding on the Exhibitors. The Exhibitors shall be liable to pay to the Organizers all legal costs (including Solicitor's and Client's costs) charges and expenses which the Organizers may incur in enforcing or seeking to enforce this Agreement or in obtaining or seeking to obtain payment for all or any part of the monies hereby agree to be paid by the Exhibitor. This Contract shall be governed and construed in accordance with the laws of Malaysia and shall be subjected to the non-exclusive jurisdiction of the Courts of Malaysia. The Exhibitor hereby agrees that where any actions or proceedings are initiated and taken in Malaysia, the Exhibitor shall submit to the Jurisdiction of the Courts of Malaysia.