

CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Terms & Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

The Organizer means Asia Events Exsic Sdn Bhd;

Exhibit means the products to be displayed at the Exhibition Booth which have been duly approved by the Organizer;

Exhibition means the event and exhibition organized by the Organizer; Exhibition Booth" means the booth allocated and or reserved for the Exhibitor;

Exhibition Hall means the hall where the Exhibition is held;

Exhibitor means the party hiring the Exhibition Booth from the Organizer in accordance with the Terms and Conditions contained herein and the Rules and Regulations contained in the Exhibitor's Manual;

Exhibitor's Manual means the manual to be provided by the Organizer containing information on the Exhibition and Rules and Regulations to be observed and performed by the exhibitors;

Official Contractor & Official Freight Forwarded means the contractor and the freight forwarded officially appointed by the Organizer for the Exhibition;

Participation Fees means the fees as stipulated by the Organizer and payable by the Exhibitor in consideration to the Organizer allocating the Exhibition Booth;

Rules and Regulations means the Rules and Regulations as contained in the Exhibitor's Manual which shall be construed as part of this Terms and Conditions.

2. PARTICIPATION FEE

2.1 In consideration of the Exhibitor for the payment to the Organizer in respect of the Participation Fees for the Exhibition Booth, the Organizer hereby grants to the Exhibitor (subject to the Organizer having received the Participation Fees in full) the exclusive license to use and display their Exhibits and/or services at the Exhibition Booth during the Exhibition period subject to the Terms and Conditions here in after appearing.

2.2 The Exhibitor hereby agrees to pay to the Organizer fifty per centum (50%) of the Participation Fees upon its written acceptance to participate in the Exhibition as deposit for the Exhibition Booth (here in after referred to as "the Deposit").

2.3 The balance fifty per centum (50%) of the Participation Fees shall be made payable to the Organizer at least sixty (60) days before the Exhibition date failing which the Organizer shall be entitled at its absolute discretion to forfeit the Deposit paid under clause 3.3 here to. The Organizer shall then have the right at its discretion to allocate the Exhibition Booth to another Exhibitor and the unpaid balance fifty per centum (50%) of the Participation Fees shall become a debt due to the Organizer and the Organizer will be entitled to claim against the Exhibitor.

3. CANCELLATION

3.1 It is hereby agreed between the parties that once the Exhibition Booth has been allocated and confirmed by the Organizer, any cancellation made by the Exhibitor before the date of the Exhibition will entitle the Organizer to forfeit the Deposit paid. The Organizer is further entitled to claim from the Exhibitor the balance of the Participation Fees of the Exhibition Booth. The Exhibitor shall be required to pay such balance within fourteen (14) days from the date of the cancellation failing which the same shall become a debt due to the Organizer and the Organizer will be entitled to claim against the Exhibitor.

3.2 It is hereby agreed by both parties that confirmed booth by Exhibitor without any deposit paid and is cancelled will entitle the organizer to claim full payment for the booth. The Exhibitor shall be required to pay such full amount within fourteen (14) days from the date of the cancellation failing which the same shall become a debt due to the Organizer and the Organizer will be entitled to claim against the Exhibitor.

4. EXHIBITOR'S MANUAL

4.1 Upon receipt of the written acceptance and the Deposit from the Exhibitor to participate in the Exhibition, a copy/link of the Exhibitor's Manual will be forwarded to the Exhibitor who shall strictly adhere to the Rules & Regulations contained in the Exhibitor's Manual in addition to the Terms & Conditions herein.

5. PROHIBITION OF ANY UNLAWFUL EXHIBITS

5.1 The Exhibitor is expressly prohibited from displaying any Exhibits which are unlawful, offensive, explosive or immoral at the Exhibition Booth.

5.2 The Exhibitor is further prohibited from bringing on to the Exhibition Hall, the Exhibition Booth or any part there of animals, coffins, ammunition or unlawful items, gunpowder, salt-pepper, kerosene or any item which in the opinion of the Organizer is of a noxious, dangerous or hazardous nature which may contravene any local ordinance, statute, regulations or by-laws.

5.3 In the event any of Exhibits which, in the Organizer's opinion is unlawful or immoral, the Organizer reserves the right to instruct the Exhibitor to remove such unlawful or immoral Exhibits immediately from the Exhibition Booth failing which the Organizer has the right to remove the same and the Exhibitor shall be liable to pay the Organizer such costs and expenses incurred there from.

5.4 The Exhibitor is strictly not allowed to display or promote any product and or services that are NOT dive related.

6. SALES AND PROMOTIONS

6.1 The Exhibitor shall be solely responsible for any representations and or warranties made during its promotion in the Exhibition and or as contained in the Exhibitor's advertising materials to the public.

6.2 The Exhibitor undertakes to indemnify and keep the Organizer fully indemnified in accordance with clause 7 below in the event any claims by any third parties against the Organizer for the Exhibitor's breach of any representations and or warranties made during the Exhibition.

6.3 The Exhibitor is strictly allowed to display or promote products and or services that are dive related only.

7. INDEMNITY

7.1 The Exhibitor shall indemnify and keep the Organizer indemnified from and against all summons, claims, proceedings, damages, expenses and liability whether criminal or civil may be levied brought or made against the Organizer directly or indirectly by any third parties as a result of any act neglect or default of the Exhibitor or its agents employees licensees or customers arising from the Exhibitor's participation in the Exhibition, whether directly or indirectly.

8. OFFICIAL CONTRACTOR & OFFICIAL FREIGHT FORWARDER

8.1 The Exhibitor is to erect and decorate its Exhibition Booth in accordance with the schedule as stated in the Exhibitor's Manual through the Official Contractor only. Should the Exhibitor decide to engage contractor other than the Official Contractor, the Exhibitor is required to seek approval from the Organizer. The non-official contractor shall under take to adhere all Terms Conditions contained herein and the Rules & Regulations contained in the Exhibitor's Manual.

8.2 The Exhibitor is required to engage the services of the Official Freight Forwarded to load and unload the Exhibits and other items at the Exhibition Hall, for the purposes of the Exhibition Booth, in accordance with the schedule as stated in the Exhibitor's Manual. This enforcement is necessary for reasons of insurance, control and co-ordination of in-hall movements.

9. A LOCATION OF BOOTH

9.1 The Organizer is entitled at its own absolute discretion to allocate the Exhibition Booth in accordance with the nature of Exhibits or in the manner deemed fit and appropriate. The Organizer shall reserve the right to change the Exhibition Booth allocated to the Exhibitor at any time prior to the commencement of the built-up of the Exhibition Booth should exceptional circumstances demand and to alter the size and dimensions of the Exhibition Booth, to transfer or close entrances and exits to the Exhibition Hall and to undertake other structural alterations as the Organizer deems fit. Such changes shall not entitle the Exhibitor to terminate or repudiate the Contract or shall have no claims for compensation.

10. CHANGE OF THE VENUE AND/OR THE TIME

10.1 The Organizer reserves the right to change the venue and duration of the Exhibition in exceptional circumstances which is beyond the control of the Organizer. The Organizer shall accordingly inform the Exhibitor in the event of any such change. The change of the venue and duration of the Exhibition shall not entitle the Exhibitor to cancel its participation in the Exhibition. The Exhibitor hereby agrees that the Organizer shall not be liable for any claim arising from such change.

11. CHANGES

11.1 The Organizer reserves the right at its own absolute discretion to alter the Terms and Conditions contained herein and the Rules and Regulations as contained in the Exhibitor's Manual from time to time without the need to inform the Exhibitor.

12. ASSIGNMENT

12.1 The Exhibitor shall not assign, sub-let or allow any other Exhibitor, their agents, manufacturer, employees or supplier to occupy the exhibition space without the consent in writing from the Organizer.

13. FORCE MAJEURE

13.1 If by reason of force majeure, fire, tempest, explosion of any kind, failure or neglect on the part of any utility supplying electricity or water, labor strife, civil commotion, war, fire or explosion or any other event beyond the control of the Organizer of which prevented or hindered the Organizer from fulfilling the substance of its obligations under this Agreement, the Organizer shall forth with ensure that the Exhibitor is aware of the occurrence of any such event and the Organizer shall be entitled at any time thereafter, so long as such cause still subsists, to cancel or suspend this Agreement by notice in writing to the Exhibitor.

13.2 In the event of such cancellation or suspension pursuant to clause 13.1 above, the Organizer shall be under no liability to the Exhibitor for any loss which the Exhibitor may suffer or sustain in consequence of any such cancellation or suspension. The Organizer shall in the event of cancellation be under no liability to the Exhibitor in respect of its future obligations here under and in the event of suspension shall be relieved of such obligations here under for the period of such suspension but without prejudice to any rights of either party against the other in respect of any claim prior to such cancellation or suspension.

13.3 In the event of cancellation or suspension of part or parts of the Organizer's obligations as afore said, the Organizer shall refund to the Exhibitor that part of the monies which had been paid for the hiring fees in respect of any period or periods affected by such cancellation or suspension apportioned on the basis which shall fairly and reasonably be attributable to the part or parts of the Organizer's obligations so suspended.

14. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

14.1 The Exhibitor must ensure to observe the intellectual property rights of other exhibitors and or third parties. The Exhibitor shall be solely responsible for any infringement of the intellectual property rights of other exhibitors and or third parties.

14.2 The Organizer has the right to intervene in the event of any such infringement by the Exhibitor.

15. RIGHT TO REMOVAL

15.1 The Organizer reserves the right (without liability and accountability to the Exhibitor) to:

15.1.1 Prevent access to or to remove from the Exhibition space (including the Exhibition Booth) any person or persons acting in a way which in the reasonable opinion of the Organizer may cause a breach of the peace or may be considered to be harmful undesirable or offensive;

15.1.2 Pervert access to or to remove from the Exhibition Hall (including the Exhibition Booth) any person who in the opinion of the Organizer or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the Exhibition Hall or poses a security risk or who infringes the Terms and Conditions hereof; and

15.1.3 Suspend or control in such manner and to such extent as the Organizer may consider necessary any such situation action or event where in the reasonable opinion of the Organizer any situation or action or event occurring during the Exhibition period is in breach on the part of the Exhibitor of the Terms and Conditions of this Agreement or may constitute a danger to public safety including the safety of the persons present at the Exhibition.

16. CONCERNING LAW

16.1 These Terms and Conditions will be governed by and construed in accordance with the laws of Malaysia.

17. NOTICES

17.1 All notices, demands or other communications required or permitted to be given or made pursuant to these Terms and Conditions must be in writing and delivered by hand or sent by prepaid registered post with recorded delivery, or by telex or facsimile addressed to the intended recipient thereof at its address or at its telex or facsimile numbers set out in the Application & Contract Form as contained on the reverse (or to such other address or telex or facsimile numbers as the addressee may from time to time designate). Any such notice, demand or communication will be deemed to have been duly served (if given or made by facsimile) immediately or (if given or made by letter) one day after posting and in proving the same it will be insufficient to show that the envelope containing the same was duly addressed, stamped and posted.

18. INSURANCE LIABILITY & RISKS

18.1 The exhibitors shall insure, indemnify and hold the organizers and the venue owners 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 people/s howsoever caused while the said person are upon or examining or passing the said exhibition stand during the exhibition. The liability or risks and the employee's agents of exhibits shall be the responsibility of the exhibitor. Exhibits shall be placed at the exhibitors own risk and the organizers shall not be held responsible for any theft or loss of exhibits. Exhibitors are advised to fully insure all exhibits during the period of exhibition.