

Terms And Conditions

(as per the Application & Contract Form)
(reprinted herein for easy reference)

1. DEFINITIONS

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

“Exhibits” means the products to be displayed at the Exhibition Booth which have been duly approved by the Organiser;

“Exhibition” means the event and exhibition organised by the Organiser;

“Exhibition Booth” means the booth allocated and or reserved for the Exhibitors;

“Exhibition Hall” means the venue where the Exhibition is held;

“Exhibitors” means the party(s) hiring the Exhibition Booth from the Organiser in accordance with the Terms and Conditions contained herein and the Rules and Regulations contained in the Exhibitor Manual;

“Exhibitor’s Manual” means the manual to be provided by the Organiser containing information on the Exhibition and Rules and Regulations to be observed and performed by the Exhibitors;

“Official Contractor & Official Freight Forwarder” means the contractor and the freight forwarder officially appointed by the Organiser for the Exhibition;

“Organiser” means Utusan Melayu (M) Sdn Bhd (7170-V) and Expomal International Sdn Bhd (566337-H);

“Participation Fees” means the fees as stipulated by the Organiser and payable by the Exhibitors in consideration to the Organiser allocating the Exhibition Booth for the Exhibition; and

“Rules and Regulations” means the Rules and Regulations as contained in the Exhibitor 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 Organiser in respect of the Participation Fees for the Exhibition Booth, the Organiser hereby grants to the Exhibitor (subject to the Organiser having received the Participation Fees in full) the exclusive licence 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 Organiser 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 Organiser at least thirty (30) days before the Exhibition date failing which the Organiser shall be entitled at its absolute discretion to forfeit the Deposit paid under clause 2.2 here to. The Organiser 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 Organiser and the Organiser 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 Organiser, any cancellation made by the Exhibitor before the date of the Exhibition will entitle the Organiser to forfeit the Deposit paid. The Organiser 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 Organiser and the Organiser 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 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-petre, kerosene or any item which in the opinion of the Organiser 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 Organiser’s opinion is unlawful or immoral, the Organiser reserves the right to instruct the Exhibitor to remove such unlawful or immoral Exhibits immediately from the Exhibition Booth failing which the Organiser has the right to remove the same and the Exhibitor shall be liable to pay the Organiser such costs and expenses incurred there from.

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 Organiser fully indemnified in accordance with clause 7 below in the event any claims by any third parties against the Organiser for the Exhibitor’s breach of any representations and or warranties made during the Exhibition.

7. INDEMNITY

7.1 The Exhibitor shall indemnify and keep the Organiser indemnified from and against all summons, claims, proceedings, damages, expenses and liability whether criminal or civil (and legal fees and costs incurred) which may be levied brought or made against the Organiser 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.

7.2 The Exhibitor undertakes to fully indemnify the Organiser for any lost items or goods owned or in the possession of the Exhibitor throughout the Exhibition.

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 Organiser. 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 Forwarder 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. ALOCATION OF BOOTH

- 9.1 The Organiser 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 Organiser shall reserve the right to change the Exhibition Booth allocated to the Exhibitor a tany 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 under take other structural alterations as the Organiser deems fit. Such changes shall not entitled 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 Organiser reserves the right to change the venue and duration of the Exhibition in exceptional circumstances which is beyond the control of the Organiser. The Organiser 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 Organiser shall not be liable for any claim a rising from such change.

11. CHANGES

- 11.1 The Organiser 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 Organiser.

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, labour strife, civil commotion, war, fire or explosion or any other event beyond the control of the Organiser of which prevented or hindered the Organiser from fulfilling the substance of its obligations under this Agreement, the Organiser shall forth with ensure that the Exhibitor is aware of the occurrence of any such event and the Organiser shall be entitled at any time there after, 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 Organiser 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 Organiser 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 Organiser's obligations as afore said, the Organiser 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 Organiser'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 Organiser has the right to intervene in the event of any such infringement by the Exhibitor.

15. RIGHT OF REMOVAL

- 15.1 The Organiser 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 Organiser may cause a breach of the peace or may be considered to be harmful undesirable or offensive;
- 15.1.2 prevent access to or to remove from the Exhibition Hall (including the Exhibition Booth)any person who in the opinion of the Organiser 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 Organiser may consider necessary any such situation action or event where in the reasonable opinion of the Organiser 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 telexor 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.