
TERMS OF CONTRACT 参展合约

1. Terms of Reference

Under 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 the exhibition referred to on the application and contract form. The term "organiser" shall mean FAIRLINK EXHIBITION SERVICES LTD. The term "contract" means the contract for exhibition space at the Exhibition entered into between the Organisers 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 Organisers or their authorised Representatives. The submission of the form shall deem to be confirmation of participation and acceptance by the Exhibitor of the Terms of Contract. The Organisers shall reserve the right to accept or refuse any application without disclosing to the Exhibitor any reasons thereof.

3. Allocation of Exhibition Space

The Organisers shall allocate the space in accordance with "first come, first served" basis or in any manner they may deem fit. The Organiser shall reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth of the Exhibitor should exceptional circumstances demand and, to alter the space to transfer or close entrances and exits to the Exhibition facilities and to undertake other structural alterations as they may deem fit. Such changes shall be at the discretion of the Organisers and the Exhibitor shall have no claim for compensation as a result of such changes.

4. Use of Exhibition Space

Exhibitors are only entitled to exhibit the announced products and to man the exhibits with competent personnel during the opening hours of the Exhibition. The Organisers reserve the rights to refuse admittance to any visitor to the Exhibition or to have access to any stand. Exhibitors are not allowed to sub-let or assign the stand/s allotted to them to other parties either wholly or in part without the written consent of the Organisers. Exhibitors will be liable for any damage to the walls or to any part of the Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars, or walls without the prior consent of the Organisers.

5. Terms of Payment

- a. 50% of the charges payable by the Exhibitor under the Contract Form to be paid upon signing of the contract form.
- b. The balance shall be paid not later than 60 days prior to the opening date of the exhibition.

6. Breach of Contract and Withdrawal by Exhibitor

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

- a. The Exhibitor must give written notice to the Organisers that he desires to withdraw and if the Organisers allow such withdrawal they will notify the Exhibitor of their decision in writing.
- b. Any payment to the Organisers will not be refunded.
- c. Should the Exhibitor fail to observe or comply with any of the terms and conditions contained herein or if the Exhibitor shall fail to pay any of the unit costs at the time and in the manner aforesaid, then the Organisers may thereupon by written notices given to the Exhibitor rescind the contract.
- d. Upon the Organisers exercising their right to rescind the contract under subclause(c) of this clause, they may but are not obliged to relet or otherwise deal with the Exhibition space contracted by the Exhibitor in default on such conditions as the Organisers shall deem fit. In the event the Organisers having elected to but not able to relet the said Exhibition space, the Exhibitor in default shall be liable to pay the entire unit costs to the Organisers as liquidated damages for the loss of rental.

7. Changes

The Organisers reserve the right to change the venue and duration of the Exhibition if exceptional circumstances so 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 such changes will take

place. In the event of a change of venue and/or duration or cancellation of the Exhibition, the Exhibitors shall not be entitled to any claim for compensation in connection with their reservation for participation.

8. Construction and Decoration of Stand

Exhibitors will be allowed to decorate their unit as per schedule in Exhibitor's Manual. Any damages caused by the Exhibitor or his/its contractors to other Exhibitors or common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their construction and decoration by the date and time stipulated by the Organisers.

9. Movement of Exhibits

- a. Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the Exhibition venue.
- b. Exhibitors shall make their own arrangement for storage and warehousing of their exhibits.
- c. Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Organisers and shall indemnify the Organisers against any loss by reason of the delay or damage to the Exhibition hall.

10. Failure of Services

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

- a. Force Majeure.
- b. Acts of War, Military Activity, Municipal Statutory or Civil Authority requisition.
- c. Fire, flood, typhoon, excessively inclement of weather, earthquake, or a combination of the same.
- d. Damage caused by an aerial object or aircraft.
- e. Strikes or lockouts by workmen.

If the Exhibition is cancelled, reduced or postponed then and in such event the unit costs paid to the Organisers, or any part thereof may be refunded at the sole discretion of the Organisers to the Exhibitors but without prejudice to the Organisers' right to appropriate the entire sum or any part thereof for expenses they have already incurred for the Exhibition.

11. Security

The Organisers shall take all security precautions in the interest of the Exhibitors and visitors. However, the Organisers 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 Organisers shall also not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

12. Fire Regulations

All materials used in stands and exhibition constructions must be properly fire-proofed in accordance with local regulations. Fire marshals will patrol the Exhibition facilities and will be authorised to stop any demonstration that are potential fire hazards.

13. Insurance, Liability and Risks

All Exhibitors shall insure, indemnify and hold the Organisers 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 persons howsoever caused while the said persons are upon or examining or passing the Exhibition stands, during the tenancy of the Exhibition. The liability or risks of the employees, agents or exhibits shall be the responsibilities of the Exhibitors.

14. Supplementary Clauses

Whenever necessary, the Organisers 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 these Terms of Contract and they shall be binding on the Exhibitors.

15.

The failure to object to any breach of any clause herein by the Organisers shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.