

TERMS AND CONDITION

1. DEFINITIONS

In these terms and conditions the terms;

- (i) "Exhibitor" means any person, firm or company who has made application for and who has been granted space in the exhibition.
- (ii) "Exhibition" means the event mentioned above.
- (iii) "Organiser" means the organisations that provide the exhibition space to Exhibitors.

2. APPLICATION FOR SPACE

- (i) Until the completed space application form has been received and accepted by the Organiser and a deposit/full payment has been made, the Organiser has the right without giving notice to the Exhibitor to reallocate the stand space to another exhibitor.
- (ii) Upon acceptance of the space application form by the Organiser there shall be a contract between the Organiser and the Exhibitor to which these terms & conditions shall apply.

3. COMPLIANCE

At all times during the period from the installation to the end of dismantling the Exhibition (the "Exhibit Period"), Exhibitors must comply with the rules and regulations of any and all Government, local authority or other regulatory body including, but not limited to any buildings regulations.

4. NO ASSIGNMENT

The rights of an Exhibitor under this agreement shall not be assignable to any other person and no Exhibitor may assign his space, or sublet the whole or any part of the space contracted for. An Exhibitor has no right to occupy any particular space, although its requirements will be taken into account when it comes to allocating space.

5. PAYMENT SCHEDULE

To secure space assignment, 100% of the total cost of exhibit space or stand must accompany this application. Exhibit spaces contracted is subject to cancellation unless full payments are received by deadline listed above. To avoid cancellation, please pay in full by deadline. Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the Contract are not followed. These terms cannot be varied under any circumstances.

Interest at the rate of 2% per month will be charged on any amount outstanding for a period exceeding 14 days after the due date for payment is made.

6. CANCELLATION OF THE CONTRACT BY THE EXHIBITOR

Should an Exhibitor wish to cancel its application to attend the Exhibition he must give notice in writing, such notice shall not be deemed to be given until it is received by post or by fax at the offices of the Organizer as set out below (notice by e-mail will not be accepted).
If such notice is given:

- prior to the Final Payment Date, then the Organizer will be entitled to retain the entire Deposit or receive the balance of the Deposit should any monies remain owing; or
- at any time on or after the Final Payment Date, then the Organizer will be entitled to retain the entire Total Cost or receive the balance of the Total Cost not already paid.

7. FAILURE TO EXHIBIT

- (i) Any organisation which, having signed a Contract for exhibition space, fails to exhibit whether or not any reason of the Exhibitor's own choosing and has not been released from the Contract by the Organiser shall be liable for the full amount stated in the Contract plus any additional costs incurred by the Organiser as a result of such failure to exhibit.
- (ii) The Organiser will not be liable in any way in the event that Bodies of Authority such as immigration and customs prevent the attendance of personnel or exhibits at the Exhibition.

8. INSURANCE

(i) It is the responsible of the Exhibitor to ensure that its takes out and maintains insurance to cover its losses or liabilities arising out of or in connection with the Exhibition including:

- Insurance of the Exhibitor's property
- Liability for injury sustained by employees or third parties;
- Liability for loss or destruction of or damage to property of the Venue, the Organiser and any third party; and
- Insurance against losses arising out of the cancellation of the Exhibition due to causes beyond the control of the Organiser.

- (ii) The Organiser has arranged for insurance to be made available to persons exhibiting at the Exhibition by the party named in the Application Form, such insurance to be at the request and cost of the person requiring insurance.
- (iii) It is noted that the Exhibitors' Manual may include further provisions regarding the insurance obligations of the Exhibitor.

9. DEMONSTRATIONS

- (i) All efforts to advertise, promote sales and operate exhibits must be conducted so as not to cause any danger, annoyance or inconvenience to other Exhibitors and visitors. Any practice resulting in a complaint from a fellow Exhibitor or visitor which, in the opinion of the Organiser exposes them to annoyance or danger will be prohibited.
- (ii) No competitions or the like may be held without the written permission of the Organiser.

10. FIRE PRECAUTION

All exhibits, materials and fitting used or displayed in the stand must be properly fire-proofed and be in accordance with all applicable fire prevention and building regulations. The Exhibitor shall observe the following provisions:

(i) Fireproofing: All display material must be made from fireproofed materials to the satisfaction of the Authorities. Cloth materials used in the decoration of stands must be non- flammable and stretched against solid backing.

(ii) Flammable Goods: Explosives or highly flammable substances may not be exhibited or brought into the Exhibition unless agreed in writing by the Organiser beforehand, but celluloid or articles mainly consisting of the material may be shown in glass showcases or otherwise protected from risk of fire in an approved manner.

(iii) Naked lights: No naked lights or lamps may be used during the period of the Exhibition or the periods of fitting up and dismantling, except when permission is given in writing by the Organiser after obtaining the approval of the Authorities and the Venue.

(iv) Fire Extinguishers: Fire Extinguishers are distributed throughout the Venue to meet statutory requirements. If required, Exhibitors must agree to have an Extinguisher in a prominent position on their stand. Exhibitors must acquaint themselves with the position of the nearest fire alarm station in the Exhibition building.

An Exhibitor committing a breach of any of the afore-mentioned provisions will be liable for all claims, loss and damage thereby caused and will indemnify the Company in respect thereof.

11. INDEMNITY AND LIMITATION OF LIABILITY

(i) Indemnity

The Exhibitor shall indemnify the Organiser against any loss, costs, damage, injury, expenses and liabilities whatsoever which the Organiser incurs in respect of loss, destruction or damage to property which arises directly or indirectly out of the participation in the Exhibition by the Exhibitor or its agents, contractors, employees or any other person for whom the Exhibitor is responsible.

(ii) Limitation on Liability

The Organiser, its agents and employees shall not be liable for any loss, theft, damage or injury to any persons or any property during the course of the Exhibition howsoever arising. Information given by the Organiser is accurate to the best of its knowledge and any mistake or omission does not entitle the Exhibitor to cancel his booking.

12. REMOVAL OF EXHIBITS

All exhibitors and other property of the Exhibitor, his servants, agents, employees and contractors, must be removed from the Exhibition premises before the time and date specified in the Exhibitors Manual and the Organiser shall be entitled, if, in their reasonable opinion, the Exhibitor will be unable for any reason to comply with this condition, to remove and despatch such exhibits and property at the risk and expense of the Exhibitor to the address of the Exhibitor stated on the Contract.

Immediately after the Exhibition closes, Exhibitors will be permitted to remove portable exhibits and personal effects from their stands under the supervision of authorized members of their staff. Portable exhibits should be removed that evening to ensure their safety.

Exhibitor, their agents or contractors, are responsible for the complete removal from the Venue and outside areas of all goods and materials used by them, together with all rubbish. Should any Exhibitor, agent or contractor fail to remove any exhibit, stand, wires, ropes, or any rubbish within the time stipulated, then the Exhibitor shall indemnify the Organiser in respect of any claim thereby occasioned for failure to give procession of any part of the Venue on the due date, and the Organiser shall be entitled but not obliged to remove such materials as they consider necessary. The Exhibitor shall be liable for all loss and costs thereby occasioned. The Organiser reserves the right to specify the time at which individual stands and exhibits shall be removed. Notwithstanding instructions issued specifically for the closing night of the Exhibition, the security of exhibits, stands, furniture, etc during the remaining days of the demolition period is wholly the responsibility of the Exhibitor, agent or contractor and the Organiser will not be responsible for any loss or damage that occurs.

13. FORCE MAJEURE

None of the Organizer, its subsidiaries, employees, agents, sponsors or the Exhibit Committee (its "Connected Persons") shall be liable for loss, damage or delay resulting from acts of war, civil commotion, strikes or lockouts, shortage of labour, default or failure of suppliers, government action, intervention, law or regulation, military activity, act of God, fire, flood or any other circumstances beyond the Organizer's reasonable control which shall make it impossible or inadvisable for the Exhibition to be held at the time and place provided, and the Organizer reserves the right to reschedule the Exhibition at another date and/or at any alternative site. The Exhibitor acknowledges that the Organizer will have sustained damages and losses as a result of the foregoing and shall and does hereby waive all claims for damages or compensation in respect of any act or omission of the Organizer or any of its Connected Persons as a result of any of the foregoing. The monies paid to the Organizer as fees or otherwise in connection with the Exhibition shall remain the property of Organizer.

14. JURISDICTION

These Terms and Conditions and the Contract between the Organizer and the Exhibitor shall be governed by the laws of Vietnam, and the parties submit to the nonexclusive jurisdiction of the courts of Vietnam.