

CONDITIONS OF CONTRACT

1. Allocation and Use of Space

- a. Allocation of space is made by the Organizer. While attention will be paid to the Exhibitor's preference the Organizer has absolute discretion in space allocation.
- b. The Organizer reserves the right in their absolute discretion to change the space allocation in the general interests of the Exhibition.
- c. Exhibitor shall not assign sublet/underlet or sublicense the space allocated or part with possession thereof, or use space at the Exhibition venue other than that allocated by the Organizer, without the Organizer's prior consent, or use the allocated space for any purpose other than the Exhibition.
- d. Upon full payment the Organizer shall issue to the Exhibitor an entrance permit for allowing the Exhibitor's personnel and exhibits to enter the Exhibition venue. This permit may be revoked by the Organizer at any time upon breach by the Exhibitor of any Condition of Contract or supplementary Conditions relating to the Exhibition.
- e. On expiry of the period stipulated by the Organizer or termination of this contract for whatever reason, the Exhibitor shall deliver up vacant possession of the allocated space in good and clean condition.

2. Payment

- a. The Exhibitor undertakes to pay such fees at the sums and times as set out in the Invoice attached to this Contract.
- b. In default of punctual payment, the Organizer reserves the right to terminate this Contract and forfeit all sums previously paid and to further claim all loss. Upon termination, the Organizer shall have the right to refuse any personnel or exhibit of the Exhibitor from entering the Exhibition Venue.
- c. Variations to the Invoice must be in writing and signed by the Organizer before becoming effective.

3. Withdrawal by Exhibitor

- a. Where the Exhibitor wishes to withdraw from the Exhibition, it shall serve notice to the Organizer in writing and pay the fee set out in Clause 3(b).
- b. For such withdrawal to be effective, the Exhibitor must receive a written acceptance from the Organizer and effect a payment of the following fees to the Organizer:-

Time of the Notice of withdrawal received by Organizers	Proportion of full contract fee payable to Organizers
i) The deposit is non-refundable	-
ii) Within 30 days from Contract date	50%
iii) 30-45 days from Contract date	75%
iv) Over 45 days from contract date	100%
v) Notwithstanding clauses (i), (ii) (iii) and (iv) within 90 days prior to the Exhibition	100%

Payment of the above fees by the Exhibitor to the Organizer can be set-off against the deposit where applicable.

4. Transport of Exhibits

- a. The Exhibitor shall bear all responsibilities, risks and expenses for the transport of exhibits to and from the Exhibition venue.
- b. The Exhibitor shall make his own arrangement for storage and warehousing for his exhibits, empties, and packaging materials before, during and after the Exhibition.
- c. The Exhibitor shall remove his exhibits and decorative items from the Exhibition venue within the period stipulated by the Organizer and shall indemnify the Organizer for any loss, cost or expense by reason of the delay in compliance. The Organizer shall have the right but shall not be obliged, to dispose of property stored in the space allocated after the stipulated time, and the proceeds of sale thereof after deducting expenses shall be set off against sums due to the Organizer.

5. Change of Date and Exhibition Venue

Without prejudice to Clause 6 below, the Organizer reserves the right to change the date and Exhibition venue of the Exhibition should that be judged by the Organizer in their absolute discretion as being required by circumstances. This contract shall remain valid despite the change in date and/or Exhibition venue PROVIDED the notice of change is related to the Exhibitor one month before the date when the new/cancelled date and/or new Exhibition venue for the Exhibition (whichever is the earlier) shall take effect.

6. Cancellation, Suspension or Postponement

- a. In the event that the Organizer considers, in its entire discretion, that the Exhibition venue, the Exhibition or the preparation work therefor or attendance thereat, shall be so seriously damaged, impeded, affected, disrupted or interfered with by any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the Organizer, including (without prejudice to the generality of the foregoing expression) war, strikes, lockouts, civil commotion, riots, hostilities, martial law, fire, flood, storm, drought, volcanic eruptions, failure of any electricity, gas or water supply, strikes of labour disputes, shortage of materials, explosions, nuclear or chemical accidents or fallout, accidents of any other nature, interferences or delay in traveling, transportation, communication, accommodation or any other facilities necessary for carrying out the Exhibition or preparation therefor, inaccessibility or unavailability of the Exhibition venue, difficulties or anything done or not done by reason thereof, or any other cause beyond the control of the Organizer, or where the Organizer considers that it is undesirable or impracticable in the general interest of the Exhibition to hold the Exhibition, they may declare the Exhibition cancelled, suspended or postponed without any liability to any party.
- b. Where postponement is declared, all the provisions of the Contract except clause 3, shall continue to remain in effect, and all payments continue to be due and payable.
- c. Where suspension is declared, all the provisions of the Contract shall be temporarily suspended.
- d. A suspension of 90 consecutive days shall be deemed to be a cancellation.
- e. Upon the declaration by the Organizer of any of the above, the fees paid to the Organizer under this Contract may be refunded in part or in total to the Exhibitor at the sole discretion of the Organizer.
- f. Save in the case of bad faith on the part of the Organizer, all declarations, judgements and decisions of the Organizer under this clause shall be final and conclusive.

7. Security

- a. Whilst the Organizer shall use reasonable endeavours to arrange appropriate security precautions in the interests of the Exhibition as a whole, the Organizer shall not be liable for any loss or damage to the exhibits or other properties of the Exhibitor, or of other persons however occurring.
- b. The Exhibitor warrants that nothing which he, his servants or agents shall do in or for the Exhibition shall contravene any law or regulations encroach upon third parties' rights or pose any exceptional danger or risk which has not been previously

disclosed to the Organizer, and that all reasonable precautionary measures have been taken.

8. Fire Prevention and other Regulations

- a. All Exhibits, materials and equipment used or displayed at and in the Exhibitor's stand must be properly fire-proofed and be in accordance with applicable fire prevention and building regulators.
- b. Exhibitors display shall not obstruct the view of other Exhibitors nor be in any manner objectionable to the Host Authority, or be against the general interest of the Exhibition and other Exhibitors or cause any annoyance or nuisance to other Exhibitors.
- c. The Organizer reserves the right to issue such directions as it may deem necessary to the Exhibitor requesting rectification or remedying a breach of this clause. The Exhibitor shall promptly comply with such directions, in default of which the Exhibitor shall be deemed to have served a notice of withdrawal under clause 3 which shall apply accordingly.

9. Insurance, Liability and Risks

- a. The Exhibitor shall indemnify and hold the Organizer, the Exhibition venue owners, their servants and agents harmless for and against all loss of and damage to their property and effects, personal injury or death, and against all damages, claims, writs, demands, judgements, costs and expenses which they may incur or may be made by anyone against them arising out of or incidental to or as a result of or for any cause related to the carrying out of the Exhibit or of any preparatory or related services incidental thereto. The Exhibitor shall at all times maintain a valid insurance policy to cover this risk.
- b. The Organizer shall not be liable to the Exhibitor for any injury to, or death of, any person, whether before, during or after the Exhibition arising from its acts or omissions, except to the extent that any such injury or death cannot be limited or excluded at law.
- c. In no event shall the Organizer be liable to the Exhibitor for any indirect or consequential loss or damage, including loss of profits, business, revenue or goodwill, howsoever arising under this Contract, or directly or indirectly relating to the Exhibition, or the Organizer's acts or omissions.
- d. In the event that any exclusion or limitation contained in this Contract shall be held to be invalid for any reason, save in respect of any liability under Clause 9(b) hereof, the Organizer's liability shall be limited to the fees received by it from the Exhibitor under the Contract.

10. Exhibition Venue and Exhibition Venue Property

The Exhibitor shall take all necessary precautions to prevent any damage to the Exhibition, venue and Exhibition venue property. The Exhibitor shall indemnify the Organizer for any damage done to the Exhibition venue or the Exhibition venue property.

11. Refusal of Admission

The Organizer reserves the right to refuse any person admission to the Exhibition venue on the request of the Host Authorities or in the general interest of the Exhibition without being liable to any person

12. Traveling Documents and Permissions

The Organizer will provide assistance but is not responsible to obtain visa or any other permits or licences required by law for Exhibitors. The fact that the Exhibitor is unsuccessful in obtaining their visa permits or licences will not constitute a basis for cancellation of this contract saves in accordance with clause 3.

13. Supplementary Conditions

The Organizer shall reserve the right to issue Supplementary Conditions and House Rules to ensure the orderly management of the Exhibition. Any supplementary conditions and rules issued when notified to Exhibitors 24 hours before and House Rules when posted up in the Exhibition venue shall form part of these Conditions and shall be immediately binding on all Exhibitors and their servants and agents.

14. Termination

- a. Without prejudice to the parties' rights arising from a breach of the terms herein under Common Law, the Contract formed shall terminate forthwith :-
 - i) upon any breach or non-observance by the Exhibitor of any of the terms or conditions herein contained or obligations on their part assumed hereunder, including non-payment of any sums payable hereunder when due;
 - ii) if the Exhibitor enters into liquidation, whether compulsorily or voluntarily, otherwise than for the purpose of amalgamation or reconstruction or becomes insolvent or makes any assignment for the benefit of or enters into any arrangement with its creditors or has a receiver appointed in respect of all or any part of its assets or takes or suffers any similar action in consequence of debt; or
 - iii) if distress or execution is levied on or enforced upon or against any of the assets or other property or undertaking of the Exhibitor.
- b. Any non-compliance with the terms herein and any indulgence granted by the Organizer shall not constitute a waiver of Organizer's rights in any way, and the termination shall be entirely without prejudice to any preexisting liabilities of the Exhibitor or any rights which may have accrued to Organizer hereunder prior to the date of such termination.
- c. Upon termination of the Contract, all rentals paid by the Exhibitor to the Organizer will be forfeited and the Exhibitor shall furthermore indemnify the Organizer for all loss and damages resulting from such breach or non observance of the terms herein.

15. No implied Partnership of Agency

Nothing in this Contract shall constitute or be deemed to constitute a partnership between the parties hereto and neither party shall have the authority or power to bind the other party or to contract in the name of and create a liability against the other party in any way or for any purpose.

16. Time

Time is of the essence of this Contract.

17. Interpretation and Governing Law

This Contract shall be governed by and construed according to Hong Kong Law.