

TERMS OF CONTRACT

1. Definitions

In this agreement unless a contrary appears, the terms:
"Exhibitor" shall include all employees, servants, agents and invitees of any company firm or individual to whom stand or space has been allocated to under this agreement.
"Exhibition" shall mean the event as indicated overleaf.
"Organisers" shall mean **Conference & Exhibition Management Services Pte Ltd and Singapore International Jewellery Pte Ltd**.
"Contract" shall mean this agreement entered into between the Organisers and the Exhibitor for the use of the stand or space in the Exhibition and shall include the terms and conditions contained herein.
"Contract fee" shall mean the fee to be paid to the Organisers for allowing the Exhibitors to use the space or area under this agreement and shall not include other fees payable to the Organisers for the provision of other services or facilities.
"Information and Order Manual" shall mean the Exhibitor manual containing the details of the Exhibition which shall be distributed to the Exhibitor.

2. Offer to Participate in the Exhibition

- (i) An offer to participate in the Exhibition shall be made in the prescribed booking form on the overleaf which is to be submitted to the Organisers with the required deposit (see Terms of Payment for details) and shall constitute an irrevocable offer for a period of 14 days from the date of actual receipt by organisers which may be accepted by the Organisers at their sole discretion. At the expiry of the aforesaid 14 days the offer by the Exhibitor remains valid unless expressly withdrawn by the Exhibitor.
- (ii) In the event that the Exhibitor submits this offer document without or with insufficient deposit the Organisers may still accept the offer and demand the Exhibitor to pay the shortfall in deposit within such period as the organisers deem fit.

3. Terms of Payment

- (i) 40% deposit of the stand rates payable on booking.
- (ii) The balance shall be paid 60 days before the event dates.
- (iii) Payment of all additional fees shall be payable by the Exhibitor immediately upon presentation of the invoice by the Organisers to the Exhibitors.
- (iv) All fees payable by the Exhibitor shall be due on the aforesaid dates without formal demand from the Organisers and in the event of late or non-payment the Organisers shall be entitled at their sole discretion to treat such acts or omission/s as withdrawal by the Exhibitors under Clause 15 and to forfeit the Exhibitor's right to participate in the Exhibition.

4. Allocation of Stand

- (i) Stands at the Exhibition shall be allocated by the Organisers on a first come first serve basis although they reserve the right to relocate any Exhibitor at any time prior to the commencement of the built-up of the Exhibition Hall without being in any way liable to any claim for loss or damages suffered by the Exhibitor.
- (ii) The area that the Organisers agree to hire to the Exhibitor under this agreement is only accurate to within 95% of the stated area. In the event that the space allocated to the Exhibitor has to be reduced under the directions of the Fire Prevention Authority, the Organisers shall not be liable for any claim by or any refund to the Exhibitor.

5. Change of Venue

The Organisers shall be entitled to change the venue date and or duration of the Exhibition by giving to the Exhibitor a notice in writing at least One (1) month before the present proposed date of the Exhibition without being liable for any loss or damages suffered by the Exhibitor or for the return of the deposit or any part thereof.

6. Use of the Stand

- (i) All Exhibitors shall only exhibit products specified in their booking form and to ensure that the stand will be opened and has sufficient personnel throughout the opening hours of the Exhibition to man the stand. All products, banners, signs brought by the Exhibitor and all demonstrations conducted by the Exhibitor shall be displayed or conducted within the area allocated by the Organisers.
- (ii) All Exhibitors shall not assign, sublet or permit the stand or any part thereof to be used by any other party/parties without the written consent of the Organisers.
- (iii) All Exhibitors shall not exhibit or permit the exhibition of any goods which he does not have full legal power to sell or exhibit and shall indemnify the Organisers against all claims arising from any alleged breach of the above.
- (iv) All Exhibitors shall be liable for all damages caused to the Exhibition Hall as a result of their usage for the purpose of the Exhibition and in particular shall not paint or affix to the walls, pillars, ceiling and floor of the Exhibition and matter that cannot be readily removed without damage to the aforesaid.

7. Construction and Decoration of Stand

All Exhibitors shall construct and decorate their stand in accordance with the schedule in the Information and Order Manual and shall be liable for all damage caused by their servants, agents or contractors. All Exhibitors undertake that the said construction and decoration shall be completed at or prior to the date specified in the Information and Order Manual.

Exhibitors may not place any signs, display materials or exhibit, nor any overhead structures to encroach upon the common air space outside the area booked. The Organiser has the right to authorize dismantling or rebuilding of any stand, which does not meet this regulation.

If overhead signage/decoration is built above 2.44m, this must not adversely affect adjacent exhibition stands. Signage should not be located immediately next to another stand, but must be set back a minimum of 1 metre.

All stands in the exhibition hall must have at least half of any frontage facing an aisle open or fitted with transparent material.

An extra rental charge of double-storey stands will be levied.

No banners may be displayed above the stands of exhibitors without the express permission of the organizer.

8. Lighting and Power Supply

All Exhibitors participating shall be provided with stand services as per schedule in the Information and Order Manual. Exhibitors are to order extra electrical fittings, in particular all lighting apparatus, only from the Organisers in accordance with charges as set out in the Information and Order Manual provided that the Organisers or the contractors appointed by the Organisers shall be entitled to charge twice the aforesaid rates for electrical fittings which were not ordered within the stipulated time limits. Furthermore the Organisers or the contractors appointed by the Organisers shall not be liable for the failure or insufficiency of power supply to stands that are not completed within the stipulated time limit.

9. Movement of the Exhibits

- (i) All Exhibitors shall bear the risk and the cost and make their own arrangement for the transport of their exhibits to the venue of the Exhibition.
- (ii) All Exhibitors shall submit to the Organisers a complete list of their exhibits at least Ten (10) weeks before the Exhibition.
- (iii) No exhibits shall be allowed to leave the venue of the Exhibition without a clearance chit duly issued by the Organisers.

- (iv) All Exhibitors shall within the time period stipulate in the Information and Order Manual at the close of the Exhibition remove all exhibits and other materials brought by them into the Exhibition Hall or be liable to indemnify the Organisers against all costs and expenses incurred in the removal of the exhibits provided that the Organisers shall not be responsible for any loss or damage to the said exhibits and shall be entitled to sell the said exhibits in any manner they think fit and to pass good title to any buyer, in order to reimburse themselves for all monies due from the Exhibitors.

10.1 Security

The Organisers shall not be liable for all losses, damage, claim or injury to goods or persons suffered by/claimed against the exhibitors before, during or after the Exhibition. All Exhibitors shall take all security/safety procedures and/or insurance policies necessary to ensure the safety of their goods and to indemnify against possible legal liabilities.

10.2 Liabilities and Insurance

Every reasonable precaution will be taken by the Organiser to ensure the security and safety of the Exhibition Hall and adjacent area. However the Organiser will not accept liability and will not be under liability to Exhibitor or their employees or agents in respect of any direct or indirect damage, loss, theft, or damage to any exhibit, person or property arising out of or in any way connected with the Exhibition. Therefore, Exhibitors must insure their exhibits against such loss or theft and damage, including risk of fire.

Exhibitors will be held responsible for damage or injury to property or persons caused by themselves, their employees, contractors, or agents. This includes loss of rented furniture, equipment or instruments.

Exhibitors are required to provide their own third party insurance in respect of their participation in the Exhibition, and to provide evidence of this to the Organiser, should they be requested to do so.

11. Fire Regulations

All materials used in the construction of the stand and ancillary apparatus shall be approved by the relevant Fire Service Authorities. Fire marshals on duty at the Exhibition shall be empowered to restrict or forbid any demonstration which in their opinion may constitute a fire hazard without incurring any liability to the Exhibitors.

12. Laws and Regulations

All Exhibitors are required to strictly comply with and observe all Laws and Government or Statutory Rules and Regulations. In the event that the Organisers are penalised in any manner due to the failure of the Exhibitors to observe any of the aforesaid Exhibitors shall indemnify the Organisers against all loss incurred.

13. Cancellation or Reduction of Exhibition

The Organisers shall not be required to refund the consideration paid for taking part in the Exhibition or any part thereof to the Exhibitors or be liable for any loss or damage suffered by the Exhibitors in the event that, the Exhibition is cancelled or suspended or the duration of the Exhibition is reduced due to circumstances beyond the Organisers' control which include but is not limited to:

- (a) Outbreak of war or civil unrest
- (b) Orders of governmental or statutory authorities
- (c) Fire, flood and others acts of God
- (d) Strikes or lockouts by workmen

The Organisers reserve the right to cancel the exhibition or reduce the space area accordingly and will not in any way be liable to any claim for loss or damages suffered by the exhibitor.

14. Supplementary Rules

To ensure the success and the smooth operation of the Exhibition the Organisers shall be entitled to make supplementary rules which shall be binding on the Exhibitors.

15. Withdrawal by the Exhibitor

Except as provided for in this clause the Exhibitors on submission of a signed copy of the application shall not be entitled to withdraw from the Exhibition. Notice to withdraw shall be made in writing to the Organisers and shall not be effective unless written consent is given by the Organisers or unless alternative terms have been consented to by the Organisers in writing the Exhibitors intending to withdraw shall pay to the Organisers the following:
The cancellation charge is calculated as a proportion of the participation fee, depending on how long before the start of the event the withdrawal is received:

1. 6 months or more _____ 30%
2. between 3 and 6 months _____ 50%
3. between 2 and 3 months _____ 80%
4. between 1 and 2 months _____ 100%
5. Made within 30 days of _____ 100%
start of the Exhibition

Should the exhibitors withdraw their participation two weeks before the exhibition commences, the Organisers reserve the right to claim the full amount reflected in the contract and other loss or damages suffered by the Organiser.

16. Exclusion of Warranties

It is hereby declared and agreed that apart from the terms and conditions appearing herein, all conditions warranties and representations whether express or implied or in oral or written statements made by or on behalf of any person as agent or representative of the Organisers are hereby excluded.

17. Authority On The Premises

In the event of any problem or dispute onsite, the decision of the Organiser being owners of the premises, will be final.

18. Force Majeure

The Exhibition may be postponed, shortened or extended due to any cause whatsoever outside the control of the Organiser. In this *welt*, the Organiser shall not be responsible for any loss sustained by the Exhibitor.

Directly or indirectly attributable to the elements of nature, force majeure, or orders and directives imposed by any governmental authority and fees paid by the Exhibitor; or any part thereof, are refundable at the sole discretion of the Organiser.

19. Photography of Exhibits

Commercial photographers representing the appropriate media, or individual visitors to the Exhibition may wish to photograph your booth or an individual exhibit, which you are showing. Please note that you have the right to request any such person not to carry out photography, without your specific permission. A general photograph taken along the length of the aisle would not require specific permission, whilst "head-up" photography or a "close-up" of any exhibits lies within your jurisdiction. Exhibitors wishing to restrict photographs for any reason should place a notice to that effect adjacent to the exhibit, and are advised to hire their own security guard to enforce the restriction.