

EXHIBITION PARTICIPATION AGREEMENT

Application is hereby made to IMPACT Exhibition Management Co., Ltd. (hereinafter collectively referred to as "the Organiser") by the Exhibitor for exhibition space at SILMO BANGKOK 2020 (the "Exhibition"). This application shall be duly endorsed by the Exhibitor, and when accepted by the Organiser as indicated by their signature will together with the attached rules and regulations constitute the Exhibitor's Exhibition Participation Agreement with the Organiser for exhibition space. We, the Exhibitor named herein below have read the exhibition rules and regulations on page 2 overleaf and hereby agree to abide by them.

Company Name	:	<hr/>			
Billing Address	:	<hr/>			
	:	<hr/>			
Contact Person	:	<hr/>	Position	:	<hr/>
Telephone	:	<hr/>	Fax	:	<hr/>
	:	<hr/>	Mobile	:	<hr/>

EYEWEAR

LENSES

EQUIPMENT

■ BUSINESS SERVICES

☐ OTHERS (Please specify)

We would like to apply for the following exhibition space:

Space Option	Booth Size	Cost Per Square Meter	Total Cost (USD)
Bare Space Only (min. 18 Sq.m.)		USD 280 per Sq.m.	
Shell Stand# (min. 9 Sq.m.)		USD 320 per Sq.m.	
REGISTRATION FEE		USD 250 per company	

Shell Stand consists of: System wall partition height of 2.5m, Floor Carpet, Fascia with Company Name with Booth Number (Max. 24 Letters), 2 Fluorescents, 1 power socket 5 Amp., 1 reception desk, 2 chairs and 1 wastepaper basket.

REMARK: Application will have to bare all bank transfer charges.

VAT 7%

***TAX ID: 0 1255 42006 50 6 IMPACT Exhibition Management Co. Ltd

GRAND TOTAL

PAYMENT TERMS AND CONDITION

- 1. 50% of the total cost to be paid upon the return of the Exhibition Participation Agreement and Contact.**

The remaining balance shall be paid by 30th March 2020

Payment can be made by Cash, Company Cheque or Transfer to

Bank Details: Bank A/C Name : IMPACT Exhibition Management Co., Ltd

Bank A/C No. : 593-2-00099-9 Bank Code : 004

Name of Bank : Kasikorn Bank Public Company Limited

Telex No. :

Bank Address : 47/7 Moo 3 Popular Road Banmai Pakkred Nonthaburi 11120

SWIFT Code : KASITHBK

TAX ID: 0 1255 42006 50 6 IMPACT Exhibition Management Co. Ltd

Address: Bangkok Land Building, 10th floor 47/569-576, Moo3, Popular 3 Road, Banmai Sub-District, Pakkred District, Nonthaburi 11120, Thailand

2. A charge of 200 baht will be made for any change of receipt requested by applicant.

Note: The Organiser reserves the right not to allow the exhibitors occupy their space or stands unless payment is received in full before the first day of the Exhibition.

3. Bank transfer charges are solely borne by exhibitors. IMPACT Exhibition Management Co. Ltd will only acknowledge full payment by the amount stated in the official invoice. Payment shall be made by cash, company's cheque or transfer to:

EXHIBITOR

We agree and submit the Exhibitor Conditions & Agreement

Name

(.....)

Position

(Authorized Signature (With Company Seal))

Date / /

Please complete the contract and email/call +66 (0) 2.....

ORGANIZER

For Impact Use Only :

Accepted By.....

Date / /

For Organizer :

App. No. SILMO BANGKOK...../ 2020

Date Received

Exhibition Rules & Regulations

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 "Exhibitor" shall mean the exhibition referred to on the application and contract form. The term "Organiser" shall mean IMPACT Exhibition Management Co., Ltd.

2. Exhibitors and Registrants (hereinafter also referred to as Applicants) shall be bound by the conditions, rules and regulations set forth in this agreement and any changes must be made in writing and signed by an authorised official of Organizer who shall have full power to interpret and to make or amend these rules, provided that such amendments and additions do not operate to diminish the rights reserved for the Exhibitor/ Registrant under this contract/application, and shall not operate to increase liabilities of its Sponsors, Agents or Employees.

3. Exhibitors are expected to comply with any building regulations and any and all Government rules and regulations.

4. Exhibitor shall not permit raffles, donations or other promotional measures that require members or guests to be present at a specified location and time, and all unusual promotional plans must be approved by Organizer in advance in writing.

5. Attendance hours shall be controlled solely by Organizer who will specify hours etc., and admission shall be by ticket or badge. Identification badges shall not be transferable.

6. The publisher of the Catalogue, CD-ROM, Organizer, Sponsors, its Agents or Employees will not be responsible for any errors or omissions on copy prepared and submitted by the Advertiser or Exhibitor.

7. APPLICATION FOR PARTICIPATION

a. The execution of the Application and its receipt by the Organizer is deemed conclusive evidence of the Exhibitor's agreement to pay the full fees due from that moment. The Application is non-cancelable by the Exhibitor. The Organizer shall reserve the right to refuse any application or any exhibit that an Exhibitor intends to exhibit at the Exhibition without disclosing to the Exhibitor any reasons therefor.

b. The Exhibitor further acknowledges that the Organizer, having incurred expenses as the result of the contract/application, is not required to refund any of the fees agreed to on the reverse side of this contract and that the Organizer is also entitled to any unpaid amounts that may be owing by the Applicant to the Organizer.

8. ALLOCATION OF EXHIBITION SPACE

The Organizer shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Organizer shall reserve the rights to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth of the Exhibitor and, to make such alterations as the Organizer may deem fit. Such changes shall be at the discretion of the Organizer and the Exhibitor shall have no claim for compensation as a result of such changes.

9. USE OF EXHIBITION SPACE

a. Exhibitors are only entitled to exhibit such products as are approved by the Organizer and the Exhibitors are to manage their exhibits with competent personnel during the opening hours of the Exhibition. The Organizer reserves the rights to refuse admittance to any visitor to the Exhibition to have access to the stand. Exhibitors are not allowed to sub-let or assign the stand/s allocated to them to other parties either wholly or in part without written consent of the Organizer. 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, ceiling, pillars, or walls without prior consent of the Organizer.

b. The Exhibitors shall not display from any stand any card, advertisement or any other printed matter which either relates to or promotes a company, firm or individual which is not a bona fide Exhibitor at the Exhibition or which does not promote the Exhibitor itself.

c. Exhibit shall not obstruct the view of adjoining exhibits nor be operated in any manner objectionable to other exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibits. Phonographs, radios or other sound devices operated in a manner objectionable to Organizer shall be prohibited.

10. TERMS OF PAYMENT

a. The Exhibitor shall pay 50% of the charges payable by the Exhibitor under the Contract Form to the Organizer upon signing the contract form. In the event that the Exhibitor fails to pay the deposit within 30 days of signing of this contract, the Organizer reserves the right to reallocate the Exhibitor's stand.

b. The balance shall be paid not later than two (2) months prior to the opening date of the exhibition.

c. In the event that the Exhibitor fails to pay to the Organizer any sum due to the Organizer on the due date, the Organizer shall be granted a right of lieu in respect of the Exhibitor's stand equipment and exhibits (the "Lieu Items") on the understanding that the Organizer are entitled to realize and/or sell the Lieu Items in order to settle such amounts due to the Organizer. The Organizer cannot be held liable for damage to and/or loss of the Lieu items arising from such realization and/or sale.

d. The Exhibitor will not receive brand promotion until receipt of deposit.

e. The Applicant further acknowledges that Organizer, having incurred expenses as a result of the contract/application, is not required to refund any of the fees agreed to on the reverse side of this contract and that Organizer is also entitled to any unpaid amounts that may be owing by the Applicant to Organizer.

11. BREACH OF CONTRACT AND WITHDRAWAL BY EXHIBITOR

a. Where an Exhibitor cancels his space after the space has been allocated or where an Exhibitor fails to meet the payment schedule notified to the Exhibitor by the Organizer the following cancellation charges shall apply and the relevant spaces shall be re-allocated.

b. Once signed, this contract is final and binding. The full contract value must be honored regardless of cancellation.

c. If the Exhibitor fails to comply with the payment schedule notified to the Exhibitor by the Organizer, the total space cost payable by such an exhibitor shall become immediately due and payable.

d. Should the Exhibitor or his agent upon request made by the Organizer at any time prior to the Exhibition fail to confirm he will be exhibiting his Exhibits at the Exhibition or should the Exhibitor fail to be physically present at the place where the Exhibition is to be held two days (on such other period as may be specified by the Organizer to the Exhibitor in writing) prior to the beginning of the Exhibition, such area may be otherwise disposed of in such manner as the Organizer shall determine in their absolute discretion. The dealing by the Organizer with the Exhibition space pursuant to this clause shall not release the Exhibitor from his contractual obligations or entitle him to a refund nor shall the Exhibitor lodge any claim against the Organizer.

12. CHANGES

The Organizer reserves the right to change the venue and duration of the Exhibition if an exceptional circumstances so demands. In the event of change of venue and/or duration or cancellation of the Exhibition, 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 compensation in connection with their reservation for participation.

13. SOUND LEVEL

The use of HEADPHONES for sound demonstration is strongly recommended. The demonstration of sound equipment within the exhibition hall must be conducted with a fully soundproof booth built within the stand area. The sound level of audio equipment must be tuned to an acceptable volume and conducted in a way, which does not interfere with neighboring stands. The sound level should not exceed 80db measured from the nearest point of adjoining stands. If the exhibitor continues to refuse to comply with the request to reduce the volume, the Organizer reserve the right to disconnect all power supplies to the stand and no compensation will be made to the exhibitor. The organizer permits only exhibitors who take space above 36 sqm space to demonstrate using sound. The schedule of the same to be provided by the organizer.

14. 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 abide by the rules and regulations and complete their construction and decoration by the date and time stipulated by the Organizer. Exhibit shall not obstruct the view of adjoining exhibits nor be operated in any manner objectionable to other exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibits. Phonographs, radios or other sound devices operated in a manner objectionable to Organizer shall be prohibited.

15. MOVEMENT OF EXHIBITS

a. Exhibitors shall bear responsibility and expenses for the transport of exhibits to the Exhibition Venue.

b. It is the responsibility of Exhibitors to ensure that their shipment/ exhibits arrive on time to the exhibition venue. The Organizer shall not bear any responsibility for delayed or damaged shipment/ exhibits. Exhibitors are advised to engage the services of the official freight forwarding companies for the show.

c. Exhibitors shall make their own arrangement for storage and warehousing of their exhibits.

d. No exhibitor will be allowed to remove his exhibit from the Exhibition floor, prior to the official termination of the Exhibition, and the Exhibitor shall have an authorised representative present at the Exhibition throughout all exhibit periods and during the installation and dismantling of his exhibit.

e. Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Organizer and shall indemnify the Organizer against any loss, claims, charges and/or costs (including legal costs on full indemnity basis) incurred or sustained by the Organizer by reason of the delay or damage to the Exhibition hall.

16. FAILURE OF SERVICES

The Organizer 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.

f. Outbreak of Disease(s) and/or Epidemic(s).

g. If the Exhibition is cancelled, reduced or postponed whether for the reasons set out above or otherwise then and in such event the charges paid to the Organizer or any part thereof may be refunded at the sole discretion of the Organizer to the Exhibitors but without prejudice to the Organizer's right to appropriate the entire sum or any part thereof for expenses they have already incurred for the Exhibition.

17. SECURITY

The Organizer shall take all reasonable security precautions in the interest of the Exhibitors and visitors.

However, the Organizer shall not for any reason whatsoever be held responsible for any loss or theft of exhibits at the Exhibition hall during the build-up, exhibition and dismantling period. The Organizer shall also not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

18. FIRE REGULATIONS

19. All materials used in stands and exhibition constructions must be properly fireproofed in accordance with local regulations. Fire marshals will patrol the Exhibition facilities and will be authorized to stop any demonstration that is of potential fire hazards.

20. INSURANCE, LIABILITY AND RISKS

a. The Exhibitor shall insure, indemnify and hold the Organizer and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject to as a result of loss or injury arising to any persons whatsoever caused while the said persons are upon examining or passing the Exhibitor's stands, during the tenancy of the Exhibition. The liability or risks of the employees' agents or exhibits shall be the responsibilities of the Exhibitors. Insurance cover is mandatory and compulsory charge is made to the Exhibitor. Full outlines are outlined in the Exhibitors Manual.

b. The Organizer shall not be liable for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country in which the Exhibition is held. Exhibitors are urged to adequately insure all shipments.

21. SUPPLEMENTARY CLAUSES

Whenever necessary, the Organizer shall have the right to issue supplementary regulations in addition to those in this Agreement 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 upon the Exhibitors receiving notice of the same.

22. Organizer, Organizer ' Sponsors, its Agents or Employees are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and clearing) into and out of the country in which the Exhibition is held. Exhibitors are urged to adequately insure all shipments.

23. The Organizer is not responsible to assist the Exhibitor (or its officers or representatives, if a body corporate) in obtaining passport and visa entrance into the country where the Exhibition is held. The fact that the Exhibitor is unsuccessful in obtaining these documents from the necessary government authorities will not constitute a basis of cancellation for this contract/application and it is clearly understood that no refunds whatsoever will be made. The Exhibitor, however, may substitute another party or company who meets the entry and government formalities necessary for entry into the country where the Exhibition is to be held. Such substitution shall be the sole responsibility of the contracting exhibitor.

24. The Exhibitor expressly acknowledges that no representations – whether oral or in writing - expressed or implied - have been made concerning the amount of business to be gained from the exhibit, its success or that Organizer, or any of their subsidiaries or affiliates, employees or other entities allied with them have made any guarantees or assurances concerning the exhibition. Exhibitor further acknowledges that this document constitutes the entire agreement and the binding rules and regulations existing between the parties and that it has not been modified neither verbally nor in writing. No one is authorised to make any oral changes in this agreement.

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

26. The construction of this Agreement herein will be governed by the laws of India and the Exhibitor hereby agrees that in relation to any legal action or proceedings arising out of or in connection with this Agreement, the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the courts of Thailand.

27. The Exhibitor shall indemnify and keep the Organizer indemnified against all costs (including legal costs on a full indemnity basis) incurred by the Organizer in respect of the Organizer enforcing any and all the rights against the Exhibitor under this Agreement.

Confirmed acceptance of all the above:

Exhibitor's Signature & Company Stamp _____

Date _____

Organizer (Authorized signature) _____

Date _____