

Please complete section 1, 2 & 3 only and return to:
Sphere Exhibits Malaysia Sdn Bhd -1030539-D
c/o Facon Exhibitions Sdn Bhd -132551-T
 No. 10B, Jalan Desa Jaya, Taman Desa, 58100 Kuala Lumpur, Malaysia

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 Fax: +(6) 03-7981 8771
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 Website: www.faconedufair.com

APPLICATION & CONTRACT FORM

1. EXHIBITOR'S DETAILS

Name of Company : _____
 Address : _____
 _____ Postcode : _____
 Contact Person : _____ Designation : _____
 Tel (o) : _____ Fax : _____ HP : _____ E-mail : _____

2. BOOKING DETAILS

Cities	Venue	Dates	Participation Costs	Qty.	Booth / Table No.	Sub Total
Kota Kinabalu	The Klagan Hotel	03 Dec 2016	RM 2,350.00 per table with 4 chairs			RM
Kuching	Hilton Kuching Hotel	04 Dec 2016	RM 2,350.00 per table with 4 chairs			RM
*OPENING HOURS : 12.00 NOON – 4.00 PM					TOTAL CHARGES	RM
					GST 6%	RM
					AMOUNT INCL. GST	RM

3. CONTRACT OF ACCEPTANCE

We accept the TERMS OF CONTRACT (please refer to back page) for participation and shall be sending you the required full payment on the total participation cost upon receipt of the invoice.

*Note : All payment to be made in favor of " **Sphere Exhibits Malaysia Sdn Bhd** " Telegraphic Transfer via CIMB Bank Berhad.

Bank Account No. 8002-0383-53

Swift Code: CIBBMYKL.IBAN Code: 1209-001-5058050 CIBBMYKL

GST NO.: 001726365696

Signed by : _____

Date : _____

 Company Stamp

FOR OFFICE USE ONLY

We accept the above application for Exhibition Booth

Invoice No. : _____ Date : _____ Amount: RM _____

 Date

 for Sphere Exhibits Malaysia Sdn Bhd c/o
 Facon Exhibitions Sdn Bhd

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Terms & Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings: "the Organiser" means **Sphere Exhibits Malaysia Sdn. Bhd.**; "Exhibits" means the products to be displayed at the Exhibition Booth which have been duly approved by the Organiser; "Exhibition" means the event and exhibition organised by the Organiser; "Exhibition Booth" means the booth allocated and or reserved for the Exhibitor; "Exhibition Hall" means the hall where the Exhibition is held; "Exhibitor" means the party hiring the Exhibition Booth from the Organiser in accordance with the Terms and Conditions contained herein and the Rules and Regulations contained in the Exhibitor's Manual; "Exhibitor's Manual" means the manual to be provided by the Organiser containing information on the Exhibition and Rules and Regulations to be observed and performed by the exhibitors; "Official Contractor & Official Freight Forwarder" means the contractor and the freight Forwarder officially appointed by the Organiser for the Exhibition; "Participation Fees" means the fees as stipulated by the Organiser and payable by the Exhibitor in consideration to the Organiser allocating the Exhibition Booth; "Rules and Regulations" means the Rules and Regulations as contained in the Exhibitor's Manual which shall be construed as part of this Terms and Conditions.

2. LICENSE

2.1 In consideration of payment of Participation Fee by the Exhibitor to the Organiser in accordance with the manner stipulated in clause 3 below, the Organiser hereby agrees to grant to the Exhibitor an exclusive license to use and display their Exhibits and/or services at the Exhibition Booth during the Exhibition period upon full payment of the Participation Fee and subject to these Terms and Conditions.

3. TERM OF PAYMENT

Full payment to be made one month from invoice date OR one month before the event which ever earlier. Payment by the stipulated date is pre-requisite condition governing participation. In the event of default in payment by the stipulated date, the Organiser shall reserve the right to refuse participation and to claim all dues from defaulting Exhibitors who shall not be entitled to any form of compensation.

4. BREACH OF CONTRACT AND WITHDRAWAL BY EXHIBITOR

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

- The Exhibitor must give written notice to the Organiser that he desires to withdraw and if the Organiser allow such withdrawal, they will notify the Exhibitor of their decision in writing;
- Any such notification by the Organiser to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organiser for consideration to release from the Contract;
- The amount of such payment will be specified in the Organiser's notification to the Exhibitor and will be that proportion of the booth rental payable under the Contract specified in the table below.

Time Of Receipt By Organiser of Notice Of Withdrawal	Proportion Of Value Of Contract Payment
Within 30 days of signing contract	20%
Within 60 days of signing contract	40%
Within 90 days of signing contract	70%
After 90 days of signing contract	100%
Notwithstanding the above contract - signed within 60 days prior to the exhibition	100%

- Upon payment of such amount to the Organiser by the Exhibitor (credit being given by the Organiser for all rental already paid by the Exhibitor), the Contract shall be cancelled and neither party shall have any further claim against the other.
- In the event of any failure on the part of the Exhibitor to observe and perform any of the provisions of the Contract, the Organiser shall have the right to terminate the Contract forthwith by written notice to that effect, in which event, rental then paid by the Exhibitor shall be forfeited and retained by the Organiser. The Exhibitor shall indemnify the Organiser in respect of all costs loss, damages or expenses (including any consequential loss or damage) incurred as the result of such failure.

5. EXHIBITOR'S MANUAL

5.1 The Exhibitor shall strictly adhere to the Rules and Regulations contained in the Exhibitor's Manual in addition to these Terms and Conditions. The Exhibitor shall request from the Organiser, a copy of the Exhibitor's Manual, prior to the commencement of the Exhibition period.

6. PROHIBITION OF ANY UNLAWFUL EXHIBITS

- 6.1 The Exhibitor is expressly prohibited from displaying any Exhibits which are unlawful, offensive, explosive or immoral at the Exhibition Booth.
- 6.2 The Exhibitor is further prohibited from bringing on to the Exhibition Hall, the Exhibition Booth or any part thereof of animals, coffins, ammunition or unlawful items, gunpowder, salt-petre, kerosene or any item which in the opinion of the Organiser is of noxious, dangerous or hazardous nature which may contravene any local ordinance, statute, regulations or by-laws.
- 6.3 In the event any of the Exhibits which in the Organiser's opinion is unlawful or immoral, the Organiser reserves the right to instruct the Exhibitor to remove such unlawful or immoral Exhibits immediately from the Exhibition Booth failing which the Organiser has the right to remove the same and the Exhibitor shall be liable to pay the Organiser such costs and expenses incurred therefrom. The Organiser shall not in any way be liable for any interruption or other loss or damage whatsoever occasioned thereby.

7. SALES AND PROMOTIONS

- 7.1 The Exhibitor shall be solely responsible for any representations and/or warranties made during its promotion in the Exhibition and or as contained in the Exhibitor's advertising materials to the public.
- 7.2 The Exhibitor undertakes to indemnify and keep the Organiser fully indemnified in accordance with clause 8 below in the event any claims by any third parties against the Organiser for the Exhibitor's breach of any representations and/or warranties made during the Exhibition.

7A. LICENCES AND PERMIT

7A. The Exhibitor shall be solely responsible for taking the necessary steps to obtain any permit or licence required to participate in the Exhibition under the laws and regulations in force in Malaysia. The Organiser may terminate the Exhibitor's participation in the Exhibition without notice if the Exhibitor is unable to obtain before the start date of the tasks any permit or licence required for the participation in the Exhibition.

8. INDEMNITY

- 8.1 The Exhibitor shall indemnify and keep the Organiser indemnified from and against all summons, claims, proceedings, damages, expenses and liability whether criminal or civil (and legal fees and costs incurred) which may be levied, brought or made against the Organiser directly or indirectly by any third parties as a result of any act neglect or default of the Exhibitor or its agents, employees, licensees or customers arising from the Exhibitor's participation in the Exhibition, whether directly or indirectly.
- 8.2 The Exhibitor undertakes to fully indemnify the Organiser for any lost items or goods owned or in the possession of the Exhibitor throughout the Exhibition.

9. OFFICIAL CONTRACTOR & OFFICIAL FREIGHT FORWARDER

- 9.1 The Exhibitor shall erect and decorate its Exhibition Booth in accordance with the schedule as stated in the Exhibitor's Manual through the Official Contractor only. Should the Exhibitor decide to engage contractor other than the Official Contractor, the Exhibitor shall cause and procure non-official contractor to adhere to all Terms and Conditions herein and the Rules and Regulations contained in the Exhibitor's Manual and the Exhibitor shall be liable for any non-compliance and damages caused by its non-official contractor and shall fully indemnify the Organiser against any losses suffered as a result of such damages caused.
- 9.2 The Exhibitor is required to engage the services of the Official Freight Forwarder to load and unload the Exhibits and other items at the Exhibition Hall for the purposes of the Exhibition Booth, in accordance with the schedule as stated in the Exhibitor's Manual. This enforcement is necessary for reasons of insurance, control and co-ordination of in-hall movements.

10. ALLOCATION OF BOOTH

10.1 The Organiser is entitled at its own absolute discretion to allocate the Exhibition Booth in accordance with the nature of Exhibits or in the manner deemed fit and appropriate. The Organiser shall reserve the right to change the Exhibition Booth allocated to the Exhibitor at any time prior to the commencement of the built-up of the Exhibition Booth should exceptional circumstances demand and to alter the size and dimension of the Exhibition Booth, to transfer or close entrances and exits to the Exhibition Hall and to undertake other structural alterations as the Organiser deems fit. Such changes shall not entitle the Exhibitor to terminate or repudiate the Contract or the Exhibitor shall have no claims for compensation.

11. CHANGE OF VENUE AND/OR THE TIME

11.1 The Organiser reserves the right to change the venue and duration of the Exhibition in exceptional circumstances which is beyond the control of the Organiser. The Organiser shall accordingly inform the Exhibitor in the event of any such changes. The change of the venue and duration of the Exhibition shall not entitle the Exhibitor to cancel its participation in the Exhibition. The Exhibitor hereby agrees that the Organiser shall not be liable for any claim arising from such change.

12. CHANGES

12.1 The Organiser reserves the right at its own absolute discretion to alter these Terms and Conditions and the Rules and Regulations as contained in the Exhibitor's Manual at any time and from time to time without the need to inform the Exhibitor.

13. ASSIGNMENT

- 13.1 The Exhibitor shall not assign, sub-let or allow any other Exhibitor, their agents, manufacturer, Employees or supplier to occupy the exhibition space unless the Exhibitor gives the Organiser seven (7) days' prior written notice of such intention.
- 13.2 The Organiser shall have the absolute right and liberty to absolutely assign, novate and/or transfer its rights and obligations, whatsoever, under this Agreement to any other party as the Organiser may in its absolute discretion decide, and upon such novation, assignment and/or transfer as aforesaid, the Exhibitor shall thereafter deal with the assignee in respect of all matters pertaining to this agreement.

14. FORCE MAJEURE

- 14.1 If by reason of force majeure, fire, tempest, explosion of any kind, failure or neglect on the part of any utility supplying electricity or water, labour strike, civil commotion, war, fire or explosion or any other event beyond the control of the Organiser of which prevented or hindered the Organiser from fulfilling the substance of its obligations under this Agreement, the Organiser shall forthwith ensure that the Exhibitor is aware of the occurrence of any such event and the Organiser shall be entitled at any time thereafter, so long as such cause still subsists, to cancel or suspend this Agreement by notice in writing to the Exhibitor.
- 14.2 In the Event of such cancellation or suspension pursuant to clause 14.1 above, the Organiser shall be under No liability to the Exhibitor for any loss which the Exhibitor may suffer or sustain in consequence of any such cancellation or suspension. The Organiser shall in the event of cancellation be under no liability to the Exhibitor in respect of its future obligations here under and in the event of suspension shall be relieved of such obligation here under for the period of such suspension but without prejudice to any rights of either party against the other in respect of any claim prior to such cancellation or suspension.
- 14.3 In the event of cancellation or suspension of part or parts of the Organiser's obligations as aforesaid, the Organiser shall refund to the Exhibitor that part of monies which had been paid for the hiring fees in respect of any period or period affected by such cancellation or suspension apportioned on the basis which shall fairly and reasonably be attributable to the part of the Organiser's obligations so suspended.

15. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Exhibitor must observe the intellectual property rights of other exhibitors and/or third parties. The Exhibitor shall be solely responsible for any infringement of the intellectual property rights of other exhibitors and/or third parties. The Exhibitor undertakes to indemnify and keep the Organiser fully indemnified in accordance with clause 8 in the event of any claims by third parties against the Organiser for the Exhibitor's infringement of intellectual property rights.
- 15.2 The Organiser has the right to intervene in the event of any such infringement by the Exhibitor.

16. RIGHT OF REMOVAL

- 16.1 The Organiser reserves the right (without liability and accountability to the Exhibitor) to:
 - 16.1.1 prevent access to or to remove from the Exhibition space (including the Exhibition Booth) any person or persons acting in a way which in the reasonable opinion of the Organiser may cause a breach of the peace or may be considered to be harmful, undesirable or offensive;
 - 16.1.2 prevent access to or to remove from the Exhibition Hall (including the Exhibition Booth) any person who in the opinion of the Organiser or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the Exhibition Hall or poses a security risk or who infringes the Terms and Conditions hereof; and
 - 16.1.3 suspend or control in such manner and to such extent as the Organiser may consider necessary any such situation, action or event where in the reasonable opinion of the Organiser any situation or action or event occurring during the Exhibition period is in breach on the part of the Exhibitor of the Terms and Conditions of the Agreement or may constitute a danger to the public safety including the safety of the persons present at the Exhibition, and the Organiser shall not in any way be liable for any interruption or other loss or damage whatsoever occasioned thereby.

17. GOVERNING LAW

- 17.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. Parties agree to submit to the non-exclusive jurisdiction of the Malaysian courts.
- 17.2 The parties acknowledge and agree that this Agreement and/or any other documents pertaining hereto can be signed, executed, acknowledged, issued and/or howsoever dealt with, by electronic means and shall in any proceedings be admissible in evidence and be presumed, unless evidence to the contrary is adduced.

18. NOTICES

- 18.1 All notices, demands or other communications required or permitted to be given or made pursuant to these Terms and Conditions must be in writing and delivered by hand or sent by prepaid registered post with recorded delivery, or by telex or facsimile addressed to the intended recipient thereof at its address or at its telex or facsimile numbers set out in the Application & Contract Form as contained on the reverse (or to such other address or telex or facsimile numbers as the addressee may from time to time designate) or by electronic means addressed to the intended recipient thereof at its email address set out in the Application & Contract Form as contained on the reverse (or to such other email address as the addressee may from time to time designate). Any such notice, demand or communication shall be deemed to have been duly served (if given or made by facsimile) immediately or (if given or made by letter) one day after posting and in proving the same it shall be insufficient to show that the envelope containing the same was duly addressed, stamped and posted.

19. BINDING EFFECT

- 19.1 These Terms and Conditions shall be binding upon the respective successors in title and permitted assigns of the Exhibitor and the Organiser.