

Contract will not be accepted unless completed in full

16-18 September 2020 | 10.00 - 17.00 hrs.
EH 102-104 | BITEC, Bangkok, Thailand

We hereby apply for a booth at Thailand LAB INTERNATIONAL 2020. Once accepted as an EXHIBITOR, we agree to abide by the show terms and conditions as defined in The Exhibitor Service Manual and the terms of this CONTRACT set out at the end of this document.

VNU is fulfilling its duties to provide information in accordance with the GDPR with the contents of the privacy policy and access thereto.

Your rights regarding your personal data.

You have a number of right under data protection law, which have been strengthened under the General Data Protection Regulation(GDPR):

- **Access:** You have the right to access the personal data we may hold about you and the purposes for which we are using it. We may ask for proof of your identity. On receipt of such a request we will endeavor to respond to you as soon as possible.
- **Rectification:** You have the right to request that we amend any personal data which is incorrect or requires updating.
- **Erasure:** You have the right to request that we delete any personal information pertaining to you. We will access any deletion request on a case by case basis and will endeavor to respond to you as soon as possible.

If you would like to exercise any of these rights, please use the following contact details: thailandlab@vnuasiapacific.com.

1. Contact Details

Exhibitor Information

Company Name: _____

Contact Person: _____

Position: _____

Tel: _____

Fax: _____

Mobile no.: _____

E-mail: _____

Address: _____

City: _____

State/Province: _____

Postal Code: _____

Country: _____

TAX ID: _____ Head Office Branch: _____

Please allow us to follow your business: 





Your website: _____

Invoice Information (If different from above)

Company Name: _____

Contact Person: _____

Position: _____

Tel: _____

Fax: _____

Mobile no.: _____

E-mail: _____

Address: _____

City: _____

State/Province: _____

Postal Code: _____

Country: _____

Contact Person

Stand Coordinator person to contact regarding general inquiries about the event

Name: _____

Position: _____

E-mail: _____

Phone: _____

CEO / Managing Director for VIP invitations by the government, ministries, and for C-level events

Name: _____

Position: _____

E-mail: _____

Phone: _____

In submitting this application for space reservation, the exhibitor confirms to have received the Conditions of Participation of the organizers attached hereto and declares that it has fully and correctly understood and agreed to all points of the Conditions of Participation. The exhibitor in particular declares that it has been unambiguously made aware by the organizers of and agreed to those clauses under the Conditions of Participation which exclude, restrict the liability of the organizers or restrict the rights of the exhibitor.

Date: _____

Company stamp and legally signature: _____

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2. Product Index (What products and services do you offer?)

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Cryogenic Vessels & Accessories | <input type="checkbox"/> Incubators / CO2 Incubators | <input type="checkbox"/> Rotary Evaporators |
| <input type="checkbox"/> Analyzers / Analytical Instruments | <input type="checkbox"/> Desiccators | <input type="checkbox"/> IVD Instruments | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Animal Handling Equipment & Supplies | <input type="checkbox"/> Detectors | <input type="checkbox"/> Lab Furnitures | <input type="checkbox"/> Safety Personal Protections / Gloves |
| <input type="checkbox"/> Autoclaves / Sterilizers | <input type="checkbox"/> Discrete Analyzer (DIA) | <input type="checkbox"/> Laboratory Information Management System (LIMS) | <input type="checkbox"/> Sensoring |
| <input type="checkbox"/> Automation & Robotic | <input type="checkbox"/> Dispensers, Liquid | <input type="checkbox"/> Laboratory Testing Service | <input type="checkbox"/> Sequencing Platform / Sequencer |
| <input type="checkbox"/> Balances / Weighing Equipment | <input type="checkbox"/> Electrochemistry Equipment | <input type="checkbox"/> Liquid Handling | <input type="checkbox"/> Spectrometers - Atomic Absorption |
| <input type="checkbox"/> Baths / Circulators | <input type="checkbox"/> Electrophoresis / Blotting Equipment | <input type="checkbox"/> Material Testing Equipment | <input type="checkbox"/> Spectrometers - EPR (ESR) |
| <input type="checkbox"/> Biochemicals / Bio-reagents / Kits | <input type="checkbox"/> Environmental Chambers / Monitoring | <input type="checkbox"/> Measuring & Quality Testing Instruments | <input type="checkbox"/> Spectrometers - Fluorescence |
| <input type="checkbox"/> Biochips (DNA, Microfluidic, Proteins) | <input type="checkbox"/> Evaporators / Freeze Dryers | <input type="checkbox"/> Medical Equipment & Devices | <input type="checkbox"/> Spectrometers - ICP |
| <input type="checkbox"/> Biological Safety Cabinets | <input type="checkbox"/> Extraction Equipment | <input type="checkbox"/> Melting Point Apparatus | <input type="checkbox"/> Spectrometers - IR & FTIR |
| <input type="checkbox"/> Biomaterials | <input type="checkbox"/> Fermentors / Bioreactors | <input type="checkbox"/> Membranes (Affinity / Blotting / Dialysis) | <input type="checkbox"/> Spectrometers - Mass / LC-MS / GC-MS / ICP-MS |
| <input type="checkbox"/> Calorimeters | <input type="checkbox"/> Filters / Filtration | <input type="checkbox"/> Microbiological Products | <input type="checkbox"/> Spectrometers - NMR |
| <input type="checkbox"/> Cell Sorters & Washers | <input type="checkbox"/> Filtration - Process System/TFF | <input type="checkbox"/> Microplate Readers / Washers | <input type="checkbox"/> Spectrometers - Raman |
| <input type="checkbox"/> Centrifuges | <input type="checkbox"/> Flow Cytometry | <input type="checkbox"/> Microscopes & Accessories | <input type="checkbox"/> Spectrometers - UV-VIS |
| <input type="checkbox"/> Chemicals & Reagents | <input type="checkbox"/> Food Safety Test Kits | <input type="checkbox"/> Mixers / Stirrers / Shakers | <input type="checkbox"/> Spectrometers - X-Ray |
| <input type="checkbox"/> Chromatography - Gas | <input type="checkbox"/> Fume Hood / Laminar Flow Cabinet | <input type="checkbox"/> Particle Analyzers | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Chromatography - HPLC / LC | <input type="checkbox"/> Gas Generators | <input type="checkbox"/> PCR / Real-time, PCR / Elisa Test Kit | <input type="checkbox"/> Temperature / Thermometers / Thermal Control Unit |
| <input type="checkbox"/> Chromatography - Process System | <input type="checkbox"/> Gas Pressure Regulators / Gauges / Distribution | <input type="checkbox"/> pH / Ion Meters, Electrodes & Accessories | <input type="checkbox"/> Thermo-Hygrometer |
| <input type="checkbox"/> Chromatography - Thin Layer | <input type="checkbox"/> Glassware | <input type="checkbox"/> Pipettors | <input type="checkbox"/> Tissue Culture Supplies |
| <input type="checkbox"/> Cleanroom | <input type="checkbox"/> Glassware Washers | <input type="checkbox"/> Polarimeters | <input type="checkbox"/> Titrators (pH, Karl Fisher, etc) |
| <input type="checkbox"/> Clinical & Molecular Diagnostics | <input type="checkbox"/> Heating / Hotplates / Furnaces / Ovens | <input type="checkbox"/> Pumps / Vacuum Pumps | <input type="checkbox"/> Ultrasonic Cleaners & Equipment |
| <input type="checkbox"/> Concentrators | <input type="checkbox"/> Homogenizer / Cell Disruption | <input type="checkbox"/> Rafractometers | <input type="checkbox"/> Vacuum Equipment |
| <input type="checkbox"/> Consumable & Disposable Products | <input type="checkbox"/> Hygrometers | <input type="checkbox"/> Refrigerators / Coolers / Freezers / Chillers | <input type="checkbox"/> Water Purifications |
| <input type="checkbox"/> Counters (Cell / Colony) | <input type="checkbox"/> Immunospot Analyzer & Supplies | <input type="checkbox"/> Rheometers / Viscometers | <input type="checkbox"/> Others: _____ |

3. Industry Focus (Indicate up to 5 segments you do business with)

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Academic | <input type="checkbox"/> Environmental & Pollution Control | <input type="checkbox"/> Metalworking | <input type="checkbox"/> Pulp & Paper |
| <input type="checkbox"/> Agribusiness / Agrochemical | <input type="checkbox"/> Feed & Additives | <input type="checkbox"/> Nanotechnology | <input type="checkbox"/> Rubber |
| <input type="checkbox"/> Animal Health | <input type="checkbox"/> Food & Beverages | <input type="checkbox"/> Omics Research | <input type="checkbox"/> Semiconductor |
| <input type="checkbox"/> Aquaculture | <input type="checkbox"/> Forensics | <input type="checkbox"/> Paint & Coating | <input type="checkbox"/> Testing Lab |
| <input type="checkbox"/> Biotechnology & Life Sciences | <input type="checkbox"/> Genetic Technology | <input type="checkbox"/> Pathology | <input type="checkbox"/> Textile & Garment |
| <input type="checkbox"/> Chemicals Industry | <input type="checkbox"/> Healthcare | <input type="checkbox"/> Petrochemical | <input type="checkbox"/> Toxicology |
| <input type="checkbox"/> Construction Industry | <input type="checkbox"/> Material / Physical Science | <input type="checkbox"/> Petroleum & Energy | <input type="checkbox"/> Others: _____ |
| <input type="checkbox"/> Cosmetics & Personal Care | <input type="checkbox"/> Medical Laboratory | <input type="checkbox"/> Pharmaceutical | |
| <input type="checkbox"/> Electrical Engineering & Electronics | <input type="checkbox"/> Medical Science | <input type="checkbox"/> Plastic Processing | |

4. Buyer Information (Help us to serve you better. What buyers would you like to meet at the exhibition?)

Industry/Segment	Company	Contact Person	E-mail
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Industry/Segment	Company	Contact Person	E-mail
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5. Conference Topics (Tell us what content you are interested in)

5.1 Session opportunity by your company

Draft topic:	Speakers
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Draft topic:	Speakers
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5.2 Session in the industry trend

Proposed topic:	Proposed speaker:
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Proposed topic:	Proposed speaker:
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Date:	Company stamp and legally signature:
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Special Statement: these Conditions contain the terms that expressly exclude, restrict the liability of the Organizers or restrict the rights of the Exhibitor. These terms (including other important contents) are purposely made in bold to draw attention of each Party. Upon request by the Exhibitor, the Organizers are willing to explain these terms in further details to the Exhibitor.

ARTICLE 1. Definition

For the purposes of this application, in addition to the capitalized terms defined elsewhere in this Application, the following terms shall have the meanings ascribed to them as follows:

- 1.1 **"Exhibition"** means exhibitions to be organized by the Organizer as specified in the Application Form.
- 1.2 **"Exhibitor"** means a legal entity, legal person, or other form of company which applies to exhibit in the Exhibition or, as the case may be, whose application to exhibit in the Exhibition has been accepted by the Organizer.
- 1.3 **"Affiliates"** means parent companies, subsidiaries of the relevant Party, subsidiaries of parent companies or companies merged to or aligned with the relevant companies, as well as individuals such as directors, managers or employees or other staff of the relevant Party or one of its affiliated companies at any relevant date.
- 1.4 **"Exhibition Venue"** means venue or place where the exhibition shall be arranged.
- 1.5 **"Exhibition Period"** means the period specified in Article 2.2
- 1.6 **"Exclusive Service Provider"** means the provider designated by the Organizer to provide the relevant exhibition services to the Exhibitor for the purpose of on-site safety and management. (Please refer to the Exhibitor Service Manual)
- 1.7 **"Relevant Period"** shall commence from the date specified in Application Form and shall end on the last day of the Exhibition.
- 1.8 **"Publicity Materials"** means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity materials being prepared to display, distribute, or use in the Exhibition.
- 1.9 **"Build-up Period"** - means the period for constructors to build up and construct the exhibition booths at the Exhibition Venue as specified in the Exhibitor Service Manual referred to in Article 2.1 hereof.
- 1.10 **"Dismantling Period"** means the period for the constructors to dismantle the constructions at the Exhibition Venue as specified in the Exhibitor Service Manual referred to in Article 2.3.
- 1.11 **"Shell Scheme"** means the fee rates charged for the correspondent services and facilities with details in Application Form of each show as specified in Article 5.2.2.
- 1.12 **"Space Only"** means the fee rates charged for the correspondent services and facilities with details in Application Form of each show as specified in Article 5.2.3.
- 1.13 **"Rules and Regulations"** means the rules and regulations on the Exhibition and Exhibition Venue in writing served on the Exhibitor.

ARTICLE 2. Timetable

- 2.1 Exhibition Booths Build-up Period refers to exhibitor manual of each show.
- 2.2 Exhibition Period refers to exhibitor manual of each show.
- 2.3 Booths Dismantling Period refers to exhibitor manual of each show.

ARTICLE 3. Registration Period

- 3.1 Deadline for Registration refers to the deadline as described in Application Form of each show.

ARTICLE 4. Catalogue Entry

- 4.1 The participation fee includes a free basic entry of the Exhibitor's full contact details in the official catalogue (company, address, country, telephone, fax). The Exhibitor will receive a separated form in due course for catalogue entries together with the information of costs for additional services.

ARTICLE 5. Costs of Participation

- 5.1 The costs of participation are set forth in the participation options as described in Article 5.2 below.
- 5.2 Participation options are available as the following details:
 - 5.2.1 General option of services and facilities shall the options in Article 5.2.2 and Article 5.2.3 with additional details as follows.
 - Provision of net fair space (stand area)
 - Pro rata charge for public area (difference between gross and net area)
 - Entry of Exhibitor's contact details in the catalogue of the Exhibition (company name, address, country, tel, and fax)
 - Mark of Stand number
 - Cleaning of aisles and passages in halls (The Exhibitor are responsible for cleaning its own stands)
 - General security service (no individual surveillance provided)
 - Fire Protection service during Build-up Period, Exhibition Period, and Dismantling Period
 - Design of public area and halls (Such as banners and marks)
 - General illumination of halls during Build-up Period, Exhibition Period, and Dismantling Period
 - Equipping and operating a service centre (fax and telephone, forwarding agents, technical facilities office and the Organizers' office)
 - Comprehensive visitor registration system (for trade events only)
 - Information stands for visitors.
 - 5.2.2 Shell Scheme option requires the minimum space of 9 square metres. The services and facilities for Shell Scheme Option shall include stand build-up and dismantling, including furniture and electrical facilities. (See Space Application under "Shell Scheme")
 - 5.2.3 Space Only option shall include the hall area without constructing structure.
- 5.3 Any required additional technical services such as power, security, connection of water, local labour shall be provided exclusively by the Organizers with extra charge and can be subscribed by using special order forms by the Exhibitor. The fees for additional stand build-up services other than the participation fee and any subscription for services shall be agreed or charged according to the Organizers published price lists valid at the time of the event.

- 5.4 The rates of services and facilities published by the Organizers are fixed prices and the Exhibitor shall be deemed to have accepted the rates published by the Organizers by submitting the application for participation registration. In the event of any change in the initial conditions agreed between local contractual partners and the Organizers or of any amendment to the legal terms and fees after the Exhibitor has been admitted, the Organizers shall be entitled to adjust the published rates and charge the fees or the balance from the Exhibitor at the adjusted rates.

ARTICLE 6. Application for Registration

- 6.1 Application information must be submitted by using the enclosed form ("Application Form"), acknowledging the acceptance of these Conditions of Participation. The completed Application Form bearing a signature and stamp of the Exhibitor shall be mailed to the Organizer's address.
- 6.2 Conditions or other terms of reservations or amendment of rights and interests specified by the Exhibitor in the Application Form shall only become as part of the contractual relationship between Organizers and Exhibitor if those terms are accepted in writing by the Organizers. Requests for specific exhibiting sites do not form a condition of participation. Only upon receipt by the Organizer shall the application for participation be deemed to have been submitted.
- 6.3 Upon submitting the Application Form, the Exhibitor expressly agrees that it will not at any time during the Relevant Period withdraw its application, Particulars given shall be stored by the Organizers for automatic data processing and shall be made available to third parties upon implementation of the contract. In submitting the Application Form, the Exhibitor expressly gives consent to the Organizers to provide its information to third parties. Applications shall be processed by the Organizers in the order received. Any application received after space allocation begins can only be considered if sufficient space is available. Any required services offered by the Exclusive Services Provider must be subscribed through the Organizers.

ARTICLE 7. Admission

- 7.1 An Exhibitor whose exhibit range aligns in the theme the Exhibition shall be admitted in the Exhibition.
- 7.2 The Organizers shall have sole and absolute discretion to decide whether to approve the applications for registration of exhibitors and exhibits. The Exhibitor which has failed to perform its financial obligations owing to the Organizers or their Affiliates from previous fair participation and/or under and/or under the terms of these conditions of Participation) may be rejected by the Organizers.
- 7.3 Until an Exhibitor's application has been accepted in writing ("Admission Notice") by the Organizers, no rights to participation will be granted to the Exhibitor not with standing payment an acceptance of the full rental paid together with the Application Form. The Organizers reserve the right to decline any application without giving any reason.
- 7.4 The date of the Admission Notice issued by the Organizers shall form the commencement of the Contract between Organizer and Exhibitor.
- 7.5 The Organizers shall be entitled to revoke any admission if such admission was based on misunderstanding, false information or if the preconditions for approval no longer apply.

7.6 Should the Organizer is compelled to relocate or change certain individual stands, entrances, exits or aisles after giving the admission, such relocation or change shall not be arisen to claim against the Organizers.

7.7 If, through no fault on the part of the Organizer, the space allocated can no longer be used, the Exhibitor shall be entitled to request a refund of the participation fee with no interest. No claim for further damages shall be submitted.

7.8 Following admission by the Organizers (or conclusion of contract), the obligation to pay the participation fee shall be and remain legally binding to the Exhibitor, even if the authorities in the exhibiting country do not approve, in whole or part, the Exhibitor's import requirements, or if exhibits for any reason whatsoever fail to arrive at the Exhibition Venue in time or to arrive at all leg, owing to loss, delays in transit or detention by customs), or if the Exhibitor or its agent is late for or even unable to attend the Exhibition.

7.9 Should the Exhibitor or its agent fails to take over the allocated stand area for two days prior to the beginning of the Exhibition Period, such area may be otherwise disposed of in such manner as the Organizers shall determine in its absolute discretion. This shall not release the Exhibitor from its contractual obligations or entitle the Exhibitor to a demand for refund or lodge any other claims against the Organizers.

7.10 Without the prior consent of the Organizer, Exhibitor is not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the Admission Notice cannot be advertised on the stand.

ARTICLE 8. Terms of Payment

8.1 The currency of invoice shall be made in EURO (EUR), US Dollar(s) (USD) or Thai Baht (THB). Participation fee set forth in Article 5 shall be paid by the Exhibitor upon receipt of the Admission Notice from the Organizers. Payment terms shall be referred to the Application Form of each show.

8.2 The Organizer reserves the right to demand addition non-interest deposit(s) from the Exhibitor at any time as a guarantee for the cost of actual or potential damage.

8.3 If the Exhibitor, for whatever reason, withdraws its application, gives up participation or reduces the stand area after the Organizer submitted the Admission Notice, the Exhibitor shall nevertheless pay the participation fee as defined in Article 5.3.2 and 5.3.3. of this Application and all fees and charges paid previously will not be refunded.

8.4 A Charge for other services, separately subscribed services or goods shall be payable at the time of performance or on the date of receipt of the invoice at the latest.

8.5 All payments according to the fees set forth herein shall be payable to Organizer inclusive of bank charges and currency exchange charges and must be made by bank draft or direct transfer to:

VNU Exhibitions Asia Pacific Co., Ltd.

88 The PARQ, 4th Fl., Ratchadapisek Rd.,
Khlong Toei, Khlong Toei, Bangkok
10110, Thailand
KASIKORN BANK
SWIFI Code: KASITHBK
Account: 789-2-22717-3

8.6 In case the Exhibitor fails to pay all or part of payables, the Organizers shall be granted a right of Lien in respect of the equipment and exhibits within the Exhibitor's stand (the "Lien Items") on the understanding and prior consent from the Exhibitor that the Organizer is entitled to utilize and/or receive the fruit of property or a benefit from the Lien Items during the course of lien or retention.

8.7 If invoices are issued by the Organizer to a third party as designated by the Exhibitor, the Exhibitor shall still remain the debtor of the Organizer.

8.8 In case of default by the Exhibitor on payment of any sum according to the Condition of Participation and contractual stipulations, the interest shall be charged on the outstanding sum at rate of fifteen percent (15%) p.a. when a payment is not made in due time. The Organizer shall, without prejudice to other remedies and rights available hereunder, be further entitled to terminate the Application or otherwise dispose of the stand area and the Exhibitor shall be responsible for all losses suffered by the Organizer. The above provision shall also apply to the circumstances that the Exhibitor fails to make the payments in due time in case of withdrawal of its application for participation or non-participation in accordance with Article 9 of this Application.

8.9 The place of payment of the obligation hereunder shall be made in Bangkok, Thailand unless the Parties agreed otherwise in writing or the Organizer previously accepted in writing.

8.10 The Exhibitor shall make the payment in accordance with this Application to the Organizer in due time.

8.11 The Exhibitor shall bear all costs and expenses including all the legal costs incurred to the Organizer to recover from any payment which is unpaid by the Exhibitor in accordance with the term of this Application.

ARTICLE 9. Withdrawal or Non-Participation

9.1 If the Exhibitor decides to withdraw its application for participation, gives up participation or reduces the stand space after submission of the Application form, the Exhibitor shall forthwith notify the Organizer in writing ("Withdrawal Notice"). The respective request of the Exhibitor shall only become effective upon written acceptance by the Organizer of such Withdrawal Notice. Upon issuance of the Admission Notice, it is in the Organizer's sole discretion and without any obligation of the Organizer to accept the "Withdrawal Notice."

9.2 If the Organizer does not accept the Withdrawal Notice, the Exhibitor shall participate in the Exhibition under the conditions as approved by the Organizer and the relevant provisions of Article 7 and make the payments according to Article 8 of this Application. The Exhibitor shall bear all the losses and damage which may be incurred to the Organizer due to non-participation.

9.3 After submitting the application for participation, should the exhibitor decides to withdraw the application or cancel participation, the organizer has the right to charge in certain percentage of the total participation fee to cover any loss due to cancellation. Cancellation fee refer to the Application Form of each show.

For annual event:

1) Cancellation from 365 up to 182 days (0.5 year) before the commencement of the exhibition: 50% of the total booth rental fee.

2) Cancellation from 182 up to 90 days before the commencement of the exhibition: 80% of the total booth rental fee.

3) Cancellation less than 90 days from the commencement of the exhibition: 100% of the total booth rental fee.

For biennial event:

1) Cancellation up to 547 days (1.5 year) before the commencement of the exhibition: 25% of the total booth rental fee.

2) Cancellation from 547 up to 365 days (1 year) before the commencement of the exhibition: 50% of the total booth rental fee.

3) Cancellation from 365 up to 182 days (0.5 year) before the commencement of the exhibition: 75% of the total booth rental fee.

4) Cancellation from 182 days up to the day of the commencement of the exhibition: 100% of the total booth rental fee.

ARTICLE 10. Termination Rights

The Organizer shall have the right to terminate in writing the Exhibitors participation on the Exhibition if the Exhibitor is in any of the following events, and at the same time, to reserve the right to request the Exhibitor to indemnify all the losses incurred:

(a) If the Exhibitor or any of its representatives or Affiliates commits a breach of any obligations here under or of any applicable Thai laws or Rules and Regulations;

(b) If the Exhibitor becomes bankrupt or insolvent, or enters into liquidation whether compulsory or voluntarily or enters into an arrangement regarding its debts with its creditors or as a receiver appointed over all or any part of its assets of takes or suffers any similar action in consequence of debt;

(c) If the Exhibitor or its Affiliates performs its action to display prices, sell goods to private persons or sell goods for immediate delivery in the exhibition premises, the breach of this clause entitles the Organizer to close the stand immediately.

(d) If the exhibiting space is not occupied by the Exhibitor by 9:00 am on the first exhibition day of the Exhibition Period, the Exhibitor shall be deemed as the order to cancel the exhibiting space and the Organizer shall have the right to use such cancelled space as it deems appropriate. In such case the Exhibitor shall be deemed to give up the participation on such date. The participation fees which are paid will not be refunded and the Exhibitor is liable for payment of any unpaid participation fee.

(e) If the Organizer in its sole and absolute discretion is entitled to disqualify the Exhibitor from the Exhibition prior by issuing the Admission Notice.

ARTICLE 11. Exhibits

11.1 All exhibits must be listed separately on the registration form with an exact description. Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent and approval of the Organizer.

11.2 Exhibits shall not be removed before the Exhibition is duly closed. The operation and demonstration of exhibits shall conform to the specified standards as required by Organizer or owner of the building where the Exhibition being arranged.

11.3 The Organizers are not responsible for questions of licenses, quotas or transients of sales proceeds.

ARTICLE 12. Use of Site & Safety

- 12.1 Precautionary measures such as guards or other means of protection must be taken by the Exhibitor and its affiliates to protect the public from being harmed by any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons whom are authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must receive the Organizer's prior written approval.
- 12.2 Any musical performance, including the use of music recording for fashion shows, requires the permission of the Organizer and related authorities.
- 12.3 The Exhibitor and its Affiliates may only distribute the Publicity Materials at its own stand or Shell Booth, No advertising, demonstration of canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits of advertising signs shall be placed outside the confines of the Exhibitor's stand.
- 12.4 No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.
- 12.5 Gas-Filled balloons shall not be permitted at the Exhibition Venue under any circumstances.
- 12.6 Exhibitor's stand must be managed by an authorized and competent representative of the Exhibitor at all times during the Exhibition Period. Such representative must be fully conversant with the Exhibitor's products and/or services and shall be duly authorized to be responsible for negotiation and conclusion of contracts for the sale of the Exhibitor's products or services. The Exhibitor shall procure that the representative shall comply with Conditions and directions given by the Organizer before or during the Exhibition Period.
- 12.7 The Exhibitor and its Affiliates shall observe the on-site management of the Organizer, owner of the venue or their entrusted Exhibition management agent. Any action of the Exhibitor and its Affiliates shall not impede normal activities of other exhibitors. The Exhibitor shall indemnify the Organizer in case when the Organizer is assumed a liability to third parties due to violation of the Conditions of Participation caused by the action of Exhibitor or its Affiliates.

ARTICLE 13. Exhibitor Service Manual

- 13.1 The Exhibitor Service Manual shall constitute as part of the Conditions of Participation attached hereto. The Exhibitor Service Manual shall be handed over to the Exhibitor together with the latest Admission Notice.

ARTICLE 14. Exclusion of Liability

- 14.1 None of the Organizer, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damages, except of: (i) death or personal injury caused to the Exhibitor, its representatives, employees, contractors or agents (ii) willfulness or gross negligence of the Organizers or its employees. Liability of Organizers for foreseeable losses or damages to the products or other property of the Exhibitor or other relevant parties of any other exhibitors or visitors shall be excluded except in cases of willfulness or gross negligence of the Organizers of its employees.

14.2 The Organizers shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.

14.3 The Exhibitor undertakes to indemnify the Organizers for and at all times and to keep the Organizers, its employees and agents harmless from all liabilities, actions, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the Application hereunder or by any breach by the Exhibitor of this Application.

14.4 The Exhibitor shall be responsible for purchasing insurance which should include but not be limited to its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural disasters, and shall present such policy of insurance to the Organizers upon request.

14.5 In order to protect its own benefits, the Exhibitor shall apply insurance to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall present such policy of insurance to the Organizers upon request. The Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor or its representatives, employees or agents to any property of the Exhibition Venue, other exhibitors or the Organizers.

14.6 The Organizers reserve the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all payments due to the Organizers (including claims for damages) in connection with the Exhibition.

14.7 All damages incurred must be recorded in writing to the police and to the insurance broker (or by telex, email, or telefax) by the party involved (the Organizers of the Exhibitor). Incidences of fire, theft and burglary must be reported to the trade fail management and the police within 24 hours of such occurrence.

14.8 Only in the case of willful intent or gross negligence on its part or the part of its employees, the Organizer has the obligation to exercise proper protection to exhibits and / or stand fittings. Although the Organizer has already provided security measures, the effect of this exclusion is in no way limited by the security measures provided.

14.9 The Exhibitor is liable for all damages caused to third parties as a result of its participation, including damages to buildings on the Exhibition Venue and to the exhibition halls and/or their furniture and fittings. save where such damages are covered by a local third-party indemnity insurance.

ARTICLE 15. Waiver

15.1 The waiver to require the performance of any term of this Application by either Party shall not prevent its implementation of any such term and shall not be deemed to act as a waiver of any right available in respect of any breach of this Application.

ARTICLE 16. Circulars

16.1 Once the stand areas have been allocated, the Exhibitor will receive circulars giving information on preparations for and staging of the Exhibition, any giving information on preparations for and staging of the consequences arising from disregarding these circulars shall be borne by the Exhibitor.

16.2 The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into this Application. In the event of conflict between the provisions of such rules and regulations and the term of this Agreement, the term of this Application shall prevail. Copy of the Rules and regulations of the Exhibition Venue is available from the Organizers on request by the Exhibitor.

ARTICLE 17. Cancellation, Postponement and Other Changes of Exhibition

17.1 The Organizer reserves the right, in the case of Force Majeure as defined in Article 18 to cancel postpone, alter in nature, reduce in scale, shorten or extend the duration of the Exhibition at any time without assuming any liability whatsoever to the Exhibitor.

17.2 Should it becomes necessary to postpone, curtail, extend, cancel or otherwise change the Exhibition due to force Majeure, the Exhibitor shall not be entitled to withdraw from the contract or to claim against the Organizer or its agents or representatives, whether for losses and damages, or return of all or part of any payment made by the Exhibitor even it results to waive the right of the stand allocated to the Exhibitor. In this case, Article 9 shall apply accordingly.

17.3 The Organizer shall not be able for any loss sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, Extension, cancellation or other changes to the exhibition due to Force Majeure. In such case the Exhibitor shall accordingly be given admission to an alternative exhibition, if any. However, the allocation for alternative exhibition shall be made as deemed appropriate by the Organizer in its absolute discretion and the organizer shall not be liable for any further compensation to the Exhibitor. The Exhibitor shall, in such case, be required to bear the costs incurred by the Organizers in preparing for such exhibition. Where the Exhibitor has placed orders with the Organizer for services supplementary to those covered by the participation fee according to Article 5, the exhibitor shall pay the costs incurred to the Organizer as of the occurrence of Force Majeure.

ARTICLE 18. Force Majeure

18.1 "Force Majeure" shall mean all events which are beyond the control of any Party, and which are unforeseen, unavoidable of insurmountable, and which prevent performance by such Party of these Conditions and other relevant contracts. Such events shall include earthquakes, typhoons, flood, fire, volcanic eruptions and other acts of nature. War, riots, acts of public enemies, public disturbance, prohibition or act by a government or public authority, strikes, disease, epidemic (including SARS, bird flu, H1N1) or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general international commercial practice.

18.2 On the part of the Organizer, non-issuance of a license to the Exhibition or non-availability of the Exhibition Venue shall be deemed as Force Majeure unless such event is solely attributable to the Organizers.

18.3 In case of a Force Majeure event, the affected obligations of one Party hereunder shall be suspended during the period delayed by such event and shall be automatically extended by a period equal to such suspension, and such Party shall not be liable to the other party for any fine or liability in connection of any damage caused by such suspension.

18.4 The Party claiming Force Majeure event shall forthwith notify the other Party in writing and provide sufficient evidence supporting the occurrence of such Force Majeure event and the duration thereof. The Party claiming Force Majeure event shall also use all its reasonable endeavors to terminate such Force Majeure event and mitigate the influence thereof.

18.5 In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.

ARTICLE 19. Final Provisions

19.1 Upon submitting the Application form, it shall be deemed as the Exhibitor agrees to be bound by the Condition of Participation. Any other agreements or arrangements shall be required written confirmation by the Organizer.

19.2 This Application is made in English. Application may be translated into Thai or other languages for convenience of the Party. In the event of any conflict between the English language version of this Application and any translation hereof, the English language version shall prevail.

19.3 Should any of the terms herein becomes null or void, such null and void shall not affect the validity of the remaining terms.

19.4 The Organizer reserves the right to interpret, alter and amend the term of this Application and to issue additional rules and regulations at any time when it is necessary for the orderly operation of the Exhibition. All interpretations or the term and condition hereof and any additional rules and regulations by the Organizers shall be final.

19.5 If the Exhibitor does not submit any written request or claim to the Organizer within six months after the end of the Exhibition Period, the Organizer shall be deemed to have completely performed its contractual and legal obligations as the Organizer of the Exhibition, unless the relevant actions of the Organizer caused damage the lawful rights and interests of the Exhibitor and objectively, the Exhibitor is unable to reasonably discover or notice the above actions of the Organizer within the above time limit.

19.6 All notices, demands or other communications required or permitted to be given or made under this Application shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof at the address specified herein or in the Application Form (as the case may be), other address notified by such recipient.

19.7 Any notice, demand or communication shall be deemed to have been duly delivered (it delivered personally or given or made by e-mail immediately or (it given or made by letter) for two days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

ARTICLE 20. Data Protection

20.1 By submitting data to the Organizer and/or using this Application form the exhibitor hereby gives his/her consent that all personal data that the exhibitor submits may be collected, stored, processed, transferred and used by the Organizer for the purpose of customer management and service. The Organizer may use exhibitor's personal data internally to help the Organizer improve their services and to help resolve any problems. As a global enterprise, the Organizer and its affiliates have facilities and databases in different countries. For improving customer Services, the Organizer, from time to time, transfers personal data of customers to a database belonging to the Organizer. The Organizer may also contact exhibitors occasionally to inform them of new services the Organizer will be providing, or events or articles that will be of interest to exhibitors. If exhibitors do not wish to receive information from the Organizer, they may withdraw their consent given to the Organizer hereunder at any time by emailing the organizer.

20.2 The Exhibitor hereby declares that, the submission of personal data of any individual contained in this Application Form is made with the explicit informed consent of each and every individual concerned and that the concerned individual has been fully informed about the purpose for which personal data is collected and processed by the Organizer. In this regard, the exhibitor will indemnify and hold harmless the Organizer from any liabilities, claims, losses of suits, including attorney fees, arising out of or in connection with any dispute with each and any individual concerned due to breach of applicable data protection laws and regulations.

ARTICLE 21. Governing Law and Settlement of Dispute

21.1 The validity, interpretation and implementation of these Conditions of Participation and the settlement of any dispute arising from or in connection with these Conditions of Participation shall be governed by the laws of the Kingdom of Thailand ("Thailand").

21.2 In the event any dispute arises between the Parties out of or in relation to these Conditions, including any dispute regarding its breach, termination or validity, the Parties shall attempt in the first instance to through friendly consultations.

21.3 If the dispute has not been resolved by friendly consultations within thirty (30) days after one Party has served written notice to the other Party requesting the commencement of such consultations, it shall be submitted to the Thai Arbitration Institute (TAI) for arbitration according to the effective Rules of Arbitration of the TAI. The arbitration award shall be final and binding upon the concerned Parties. The venue for the arbitral proceedings shall be Bangkok, Thailand. The language of the arbitral proceedings shall be English and Thai. The costs of the arbitration shall be borne by the Party specified by the award or by both Parties.

21.4 Upon and after submitting the dispute to the arbitration, the Parties may agree in writing to continue their performance according to the Application on case-by-case basis.

The Parties have read and understood all statements contained herein, perceived that such statements are in accordance with their intentions in all respects and then in evidence of their agreement with these terms and conditions they have signed below in the presence of witnesses, on the Effective Date.