# marine week 2019 @

# **Contract Form**

SEA-PORT

Under Water Security & Safety

ety MADEX

October 22(Tue) - 25(Fri), 2019 / bexco, Busan, Korea

Show Management Office I Kyungyon Exhibition Corp. Rm. 1101, Geumsan Bldg., 750 Gukhoe-daero, Yeongdeungpo-gu, Seoul, 07236, Rep. of Korea Tel. +82-2-785-4771 Fax. +82-2-785-6117 E-mail. mw@kyungyon.co.kr URL. www.marineweek.org

## 1. Exhibitor's Information

Company Name								
Country						Zip Code		
Address								
Representative	CEO					Website		
	Tel					Fax		
Person in Charge	Name					Dept./Position	/	
	Mobile					Email		
Exhibition	SEA-PORT 2019							
Korean Agent (if you have)	Company Name							
	Contact Person	(Name)	)			Tel		
		(Email)				Fax		

### 2. Application & Booth Fee

\* Basic Unit: 3mx3m(9m<sup>2</sup>/1Booth)

Booth Type	Price (A)		Booth Unit (B)			Total (AxB)
□ Raw Space Only(min. 18m <sup>2</sup> )	USD 460/m²	(	)m x (	)m	m²	USD
□ Shell Scheme Package(min. 9m <sup>2</sup> )	USD 550/m²	(	)m x (	)m	m²	USD

\* Payment Terms : 50% (non-refundable) deposit due with the signed contract and remaining balance is due by May 31, 2019. 100% of payment is due with the signed contact received after May 31, 2019.

\* Bank Information : Remittance Bank: KEB Hana BANK

Bank Address: CCMM Bldg., 101, Yeouigongwon-ro, Yeongdeungpo-gu, Seoul, Korea Account Number: 256-890001-31138 / Swift Code: KOEXKRSE / Attn: KYUNGYON EXHIBITION CORP.

## 3. Exhibit Items

We hereby apply for booth space at MARINE WEEK 2019. In case we are accepted as an Exhibitor, We agree to abide by the show terms and conditions as defined in the reverse side of this form.

 $\ast$  This contract has equivalent effect to that of original for when it is faxed  $\ast$ 

Application Date

Authorized Person

Signature

# **Show Management Office**

## **TERMS AND CONDITIONS**

#### 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 purpose of exhibiting. The term 'Exhibition' shall mean the exhibition referred to on the application and contract form.

The term 'Contract' means the contract for exhibition space at the Exhibition entered into between the Management and the Exhibitor which incorporates the rules and regulations.

#### 2. Application For Participation

All applications for participation shall be made on the prescribed application form. The application form shall be submitted to the Management or their authorized Representatives. The submission of the form shall deem to be confirmation of participation and acceptance by the Exhibitor of the Terms of Contract. The Management shall reserve the right to accept or refuse any application without disclosing to the Exhibitor any reasons thereof.

#### 3. Allocation of Exhibition Space

The Management shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Management shall reserve the right to change the space allocated to the Exhibitor at any time prior to commencement of the erection of the booth of the Exhibitor should exceptional circumstances demand and, to alter the space to transfer or close entrances and exits to the Exhibition facilities and to undertake other structural alterations as they may deem fit. Such changes shall be at the discretion of the Management, and the Exhibition shall have no claim for compensation as a result of such changes.

#### 4. Use of Exhibition Space

Exhibitors are only entitled to exhibit the announced products and all exhibitor employees are required to behave in a professional manner during the opening hours of the Exhibition. The Management reserves the right to refuse admittance to any visitor to the Exhibition or to have access to any stand. Exhibitors are not allowed to sublet or assign the stand/s allotted to them to other parties either wholly or in part without the written consent of the Management. Exhibitors will be liable for any damage to the walls or to paint or otherwise alter the floors, ceilings, pillars, or walls without the prior consent of the Management.

#### 5. Breach of Contract and Withdrawal by Exhibitor

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

- a. The Exhibitor must give written notice to the Management that he desires to withdraw, and if the Management allows such withdrawal, they will notify the Exhibitor of their decision in writing.
- b. Any payment to the Management will not be refunded.
- c. Should the exhibitor fail to observe or comply with any of the terms and conditions contained herein, or if the Exhibitor shall fail to pay any of the unit costs at the time and in the manner aforesaid, then the Management may, thereupon by written notice given to the Exhibitor, rescind the contract.
- d. Upon the Management exercising their right to rescind the contract under sub-clause (c) of this clause, they may but are not obliged to relet or otherwise deal with the Exhibition space contracted by the Exhibitor in default on such conditions as the Management having elected to but notable to relet the said Exhibition space, the Exhibitor in default

Shall be liable to pay the entire unit costs to the Management as liquidated damages for the loss of rental

#### 6. Changes

The Management reserves the right to change the venue and duration of the Exhibition if exceptional circumstances so demand. In the event of change of venue and/or duration, the agreement to participate shall remain in force so long as the Exhibitor is informed of a change of venue and/or duration or cancellation of the Exhibition. The Exhibitors shall not be entitled to any claim for compensation in connection with their reservation for participation

#### 7. Construction and Decoration of Stands

Exhibitors will be allowed to decorate their units as per scheduled in Exhibitor's Manual. Any damages caused by the Exhibitors to common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their construction and decoration by the date and time stipulated by the Management.

#### 8. Movement of Exhibits

- Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the Exhibition venue
- b. Exhibitors shall make their own arrangements for storage and warehousing of their exhibits.
- c. Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Management and shall indemnify the Management against any loss by reason of the delay or damage to the Exhibition hall.

#### 9. Failure of Services

The Management 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. Natural Disasters.
  - b. Acts of War, Military Activity, Municipal Statutory or Civil Authority requisition
  - c. Fire, flood, typhoon, excessively inclement weather, earthquake, or a combination of the same
- d. Damage caused by an aerial object or aircraft
- e. Strikes or lockouts by workmen.

If the Exhibition is cancelled, reduced or postponed then and in such event the unit costs paid to the Management, or any part thereof may be refunded at the sole discretion of the Management to appropriate the entire sum or any part thereof for expenses they have already incurred for the Exhibition

#### 10. Cancellations or Reduction of Exhibit Space

- a. All cancellations or reduction of space must be submitted in writing to the organizer. If you have not paid deposit even if the payment due has passed, you should pay within 15 days for cancel.
- b. If cancelled on or before May 31, 2019, a cancellation fee of 50% of the canceled space will be assessed by organizer.
- c. If cancelled after May 31, 2019, a cancellation fee of 100% of the canceled space will be assessed by organizer.
- Upon a cancellation (partial of full), booths will be reassigned. Exhibitor may be required to move location when they request a reduction in space.

#### 11. Security

The Management shall take all security precautions deemed necessary in the interest of the Exhibitors and visitors. However, the Management shall not be held responsible for any loss or theft or exhibits at the Exhibition hall during the build-up, exhibition and dismantling period. The Management shall also not be held responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

#### 12. Fire Regulations

All materials used in exhibition construction must be properly fire-proofed in accordance with local regulations. Fire marshals will patrol the Exhibition facilities and will be authorized to remedy any potential fine hazards.

#### 13. Insurance, Liability and Risks

All Exhibitors shall insure, indemnify and hold the Management 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 of or injury to any persons, howsoever caused, while the said persons are upon or examining or passing the Exhibition stands during the tenancy of the Exhibition. The liability or risks of the employees, agents or exhibits shall be the responsibilities of the Exhibitors.

#### 14. Supplementary Clauses

Whenever necessary, the Management shall have the right to issue supplementary regulations in addition to those in the Terms of Contract to ensure the smooth management of the Exhibition. Any additional written regulations and/or instructions shall form part of the Terms of Contract and they shall be binding on the Exhibitors.

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

16. The contents of the Terms of Contract herein will be governed by the laws of Korea.