

Health Care Expo International Limited

Application and Contract Form

Please fill and submit to :	Health Care Expo International Ltd. Rm 808A, Officeplus@PrinceEdward 794-802 Nathan Road Kowloon, Hong Kong	Email : info@ihexpohk.com Tel :852 6910 1922 www.ihexpohk.com
1. Exhibiting Company (Billing Details)		
Company :		
Address :		
City :	State :	Country:
Contact Person :		
Telephone :	Mobile :	Fax (if any)
2. Booth Number :	Booth qty :	Contract Amount :
3. Promotion Code / Discount :		
4. Payment Terms :		
<p>50% payment to be made within 5 days after the invoice raised 50% should be paid on or before Feb 27, 2024.</p> <p>Bank Name : Hang Seng Bank Limited Swift Code : HASEHKHH Account Name : Health Care Expo International Limited Account Number : 370 702 870 883 Address : 83 Des Voeux Road Central, Hong Kong</p>		
<p>Others</p> <p>The Terms & Conditions, which are printed in this Contract are in strictly apply. By signing this Application and Contract Form, the exhibitor confirms that it has been read and accepted the 'Terms & Conditions' attached with this application, which form part of this contract and agrees to be bound by them. Invoice with the Bank details will be issued after the receipt of the application form.</p>		
Exhibitor signature/Company Stamp:		Organizer signature/Company Stamp:
_____		_____
Date: _____		Date : _____

1. **TERMS OF REFERENCE** In these terms and conditions the following definitions shall apply is headquartered at: "Application Form" shall mean the application form overleaf. "Contract" shall mean the contract established between the Exhibitor and the Organizers upon the Organizers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions and the Application Form, in the Exhibition. "Exhibition" shall mean the exhibition stated on the Application Form. "Exhibition Centre" shall mean the center named in the Application Form or such other venue as may be selected by the Organizers under clause 4. "Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Centre. "Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organizers for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and nonshell (raw) spaces. "Exhibitions official Directory" shall mean the official directory of the exhibition published by the Organizers or an associated company. "Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licensees of the Exhibitor. "Exhibitor's Manual" shall mean the manual supplied by the Organizers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time). "Fees" shall mean the amount payable for the use of the exhibition space (as specified in the application form. "Organizers" shall mean the organization named as the Organizer(s) of the Exhibition on the Application Form. "Co-organizer" shall mean the organization named as the Co-organizer of the Exhibition on the Application Form. "Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor. "Rules and Regulations" shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Centre made by the Exhibition Centre Operator. "Co-organizer" shall mean the organization named under "Co-organizer" for the exhibition on the application form.

2. **RULES AND REGULATIONS AND EXHIBITOR'S MANUAL** The Exhibitor shall, and shall procure that its Representatives shall, to the extent appropriate, observe and comply with the Rules and Regulations, copies of which are obtainable from the Organizers on request. The Exhibitor shall, procure that its Representatives shall, observe and comply with the Exhibitor's Manual.

3. **APPLICATION FOR PARTICIPATION** All applications for participation shall be made on the Application Form which shall be submitted to the Organizer for approval accompanied by a non-refundable/non-transferable deposit for the rental of the Exhibition Space as stated in the Application Form. The Organizers reserve the right to accept or refuse any application without giving any reason. If the Organizers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organizers, complete and submit an Application Form. The Exhibitor shall co-operate with the Organizers to provide them with any reasonable information which they require about it. Acceptance of any payment made by an Exhibitor does not mean that the application is successful until the booth location has been assigned.

4. **LICENSING AND ALLOCATION OF EXHIBITION SPACE** The Exhibition Space is licensed to the Exhibitor only (in common with the Organizers and all others authorised by the Organizers) on a non-exclusive basis. The Exhibitor is not permitted to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organizers. The Exhibitor shall ensure that any such authorised sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organizers in accordance with clause 15. The Organizers reserve the right to cancel the participation and license immediately if booth sub-letting occurs and provided the Exhibitor shall not be entitled to any refund. Any Exhibitor who wishes to use a name on its Exhibition stand which is different to that submitted on its Application Form must submit notice of this change to the Organizers at least three months prior to the commencement of the exhibition together with the following (i) documentation signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or (ii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor. The Organizers may allocate the exhibition space in any manner as they deem fit but may take into account such factors as the order of applications received and the nature of the Exhibitors business. The Organizers reserve the right at their sole discretion to change the location or venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates on which the Exhibition is to be held provided that the revised dates are within 12 months of the dates set out in website, to change the Exhibition Space and booth number as well as booth location allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and to undertake any kind of alterations. In the event that the Organizer change the location or venue of the Exhibition, or the date or dates on which the Exhibition is to be held, the Organizers will provide the Exhibitor with notice of that change as soon as practicable. Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organizers. It is mandatory that all design proposals be submitted to the Organizers for approval. An Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Exhibitor's manual & Rules and Regulations. These plans, in triplicate, must be submitted to the organizers for approval not later than the time specified by the organizers in the exhibitor's manual. The Organizers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications, or which does not conform to the rules and regulations. The cost of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the Organizers then the Organizers may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the organizers on demand.

5. **EXHIBITOR** A company/organization/institution booking space for participation will be called exhibitor. The Organizers reserve the right to determine the eligibility of any material, product or services for display. Only the manufacturers or / their authorized offices are permitted to be the exhibitors. Agent will not be permitted to display exhibits. The contract with the exhibitor will only be valid after the payment of the full contract price. The exhibitor shall have a revocable permission to participate in the exhibition. This agreement is not, and shall not be deemed to be, a lease or an agreement for lease. Undertaking by the Exhibitors The exhibitors undertake that: They are entering into an agreement for participation in International Health Expo as Principals / Manufacturers. None of the exhibits on display or present at the exhibition premises infringe, or is likely to infringe, any patent, trademark, copyright and other intellectual property rights of any party, and agree that in the event of any breach, this contract may be terminated by the Organizers unilaterally. In such an event, the exhibitors shall indemnify the Organizers against all costs, claims, demands, losses, liabilities etc.

6. **EXHIBITS** No exhibits will be allowed into or out of the Exhibition center without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organizers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be left running in the absence of such persons.

All exhibits and stand furnishing must be confined to the exhibition space. The exhibitor shall not store or permit to be stored any hazardous goods in the Exhibition Space. Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall. The Organizers reserve the right to remove at the Exhibitor's expense any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not specified on the application Form. The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations ("Prohibited Goods"). The organizers shall have the right, without recourse, to physically remove any goods which it or any Indian court or relevant authority deems to be Infringing Goods or Prohibited Goods, to cancel the Exhibitor's right of participation and/or to close down the exhibitor's exhibition stand and in any such event, the exhibitor shall have no financial or other claim against the Organizers. The Exhibitor agrees to indemnify and hold harmless the Organizers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizers arising out of the Exhibition of any Infringing Goods or Prohibited Goods by the Exhibitor or acts by third parties as a consequence thereof. At such time after the close of the Exhibition as the Organizers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organizers in as good and clean order and condition as it was when initially licensed to the Exhibitor. Any property remaining after the last day designated by the Organizers for material to be removed may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

7. **TERMS OF PAYMENT** Payment of the Fees by the date(s) stipulated in this Contract is of the essence to participation by the Exhibitor in the Exhibition.

8. **CONDUCT IN THE EXHIBITION CENTRE** During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects. Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organizers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions. The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organizers in breach of the license (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it. It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images") without the prior written consent of the Organizers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organizers on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video, tapes, sketchbooks, camera phones and digital storage devices. Should the Exhibitor or its Representative record any Image in breach of the above rule, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organizers unconditionally and immediately on the creation or recording of the Images. The Exhibitor undertakes to execute all deeds and documents and to do all things (and shall procure that its Representative executes all deeds and documents and does all things) as the Organizers may require to vest the IPR in the Organizers including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organizers to execute the same in its name and on its behalf and as its attorney. The Exhibitor agrees to indemnify and hold harmless the Organizers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizers arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor. The Exhibitor acknowledges and agrees that the Organizer, its employees and contractors may take photographs/videos which could include images of the Exhibitor, its Representatives and its exhibits while attending the Exhibition. The Exhibitor hereby consents to and grants to the Organizer and its affiliates, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use (and grant others the right to use) the images worldwide without any compensation. The Exhibitor acknowledges that the Organizer is the sole and exclusive owner of all rights in the images and hereby waives (a) any and all rights in and to such images, and (b) any and all claims the Exhibitor and its Representatives may have relating to or arising from the images or their use. It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor. The Exhibitor and its representative must wear the identification badges specified by the organizers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods. The Exhibitor may not alter or in any way affect the structure of fixtures of the exhibition center. The exhibitor will pay or reimburse on demand to the Organizers the costs of making good any damages caused to the exhibition center or fixtures by it and/or its representatives. The Organizers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives or to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations or of any rules and regulations of the Exhibition centre or local laws and regulations. The opinion of the organizers is final in this regard.

9. **REDUCTION OF THE AREA RESERVED** (1) Any change to the contract value, either by reducing the amount of contracted display space or through changing any shell scheme package will be subject to the cancellation terms set out in Article 10.6. The amount of the contract subject to the cancellation terms will be calculated as the difference between the original contract and revised terms. (2) Any change required by the exhibitor must be made to the Health Care Expo International Ltd. in writing. (3) Health Care Expo International Ltd. shall be entitled to resell or reallocate the space & shell scheme not used by the exhibitor at Health Care Expo International Ltd. discretion.

10. **CANCELLATION** (1) If serious circumstances dictate, whether they are dependent or independent of by Health Care Expo International Ltd., by Health Care Expo International Ltd. has the right to cancel the Exhibition and/or the related Contracts immediately without prior warning. The Monies already paid by the Exhibitor to by Health Care Expo International Ltd. will be refunded to the Exhibitor, minus a deduction for the costs incurred by Health Care Expo International Ltd., which may not exceed 25% of the agreed Monies. Apart from the aforementioned refund, the Exhibitor is not entitled to claim compensation or damages. (2) If the Exhibitor is in breach of the any Contract including the General Conditions and the Publicity and Technical Manual mentioned in T&C and Exhibitor's manual, by Health Care Expo International Ltd. may cancel the Contract immediately without prior warning. In case of such cancellation, the Monies remain payable by the Exhibitor in accordance with the provisions set out in Article 10 (6). (3) If the Exhibitor has not taken up the use of the stand space 48 hours before the time at which the Exhibition is due to be opened to the public, or if the Exhibitor stated prior to this time that it will not be taking up the space allocated to him, the Contract is automatically canceled and the Exhibitor forfeits all rights to the allocated space and stand without further notice or proof of default. The Monies remain payable by the Exhibitor in accordance with Article 10.6 below. The Exhibitor is not entitled to claim compensation or damages. (4) The Exhibitor is entitled to cancel the Contract at any time. In case of such cancellation, the Monies are payable by the Exhibitor in accordance with the provisions set out in Article 10.6 below. (5) In case of any cancellation of the Contract, for whatever reason by the Exhibitor or by Health Care Expo International Ltd., by Health Care Expo International Ltd. shall have the absolute discretion (but without prejudice to any other right or remedy available to the organiser) to reallocate or resell the space and stand allocated to the Exhibitor and to charge the Exhibitor the Monies in accordance with the provisions set out in Article 10.6. (6) Cancellation of rental exhibition stands and other services - • Once the contract has been concluded and the contract is canceled up until 27 Jan 2024 prior to the start of the exhibition, the exhibitor shall be liable to pay 50% of the amount. • If the contract is canceled after 27 Jan 2024 prior to the start of the exhibition, the amount is payable in full by the exhibitor. (7) The notice of cancellation must be made in writing and sent by registered letter for approval by organizer. The approval date will serve as the reference to calculate the cancellation charges. (8) The Exhibitor is not responsible for obtaining necessary visas to ensure that the Exhibitor and its staff and representatives can attend the Exhibition. Failure to obtain the required visas for whatever reason does not

absolve the Exhibitor of any of its obligations under the terms and conditions under this contract (including without limitation the obligation to pay the monies).

11. **OTHER OBLIGATIONS** The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual. Each of the Organizers and the Exhibitor undertakes to the other that it shall use all reasonable endeavors to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator. Notwithstanding the above, the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be included on the Exhibition database, included in the exhibition's official directory, used in communications with the exhibitors and otherwise used by the Organizers and associated companies (or their successors or potential successors in business), whether located in India or otherwise, or passed on to third parties for promotion purposes. Any requests for access to or correction of the data can be made to by Health Care Expo International Ltd. A fee may be charged by the Organizers or a relevant associated company for complying with access requests.

12. **INSURANCE** The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual concerning insurance. The Exhibitor must have in existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, a valid insurance policy satisfactory to the Organizers in respect of its and its Representatives' participation in the Exhibition, its Exhibition Space and its exhibits at the Exhibition Centre covering such risks. The Exhibitor must have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by Exhibitors and/or as the Organiser may require, in connection with, inter alia, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods). The Organizers shall be entitled to inspect any such insurance policy and receipts for premium at any time. The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Exhibition pursuant to clause 4 or any other postponement or cancellation of, or other change to, the Exhibition under clause 13.

13. **POSTPONEMENT AND CANCELLATION** In addition to the Organizer's rights under clause 4, the Organizers may, without reason being necessary and without incurring any liability whatsoever to the Exhibitor other than as provided in Clause 15 cancel the exhibition, or at their election, postpone indefinitely, or otherwise make changes to the exhibition, if in the sole opinion of the Organizers: (A) the holding of the Exhibition by the Organizers, the performance of the Organizers' of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organizers including, without limitation, any of the following: act of god, government act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, Pandemic & epidemic (including COVID 19), risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibition and/or public gatherings, or the exhibition center becomes unavailable and/or unfit for occupancy and/or use; (B) any other circumstances, occurrence or cause arises that makes it in the opinion of the Organizers impossible, impractical, or undesirable for the Organizers to hold the Exhibition as initially planned.

14. **TERMINATION** This Contract may be terminated by the Organizers by notice to the Exhibitor upon the occurrence of any of the following events: (1) the Exhibition is cancelled under clause 13; (2) the Organizers are not satisfied that proper use is being made of the exhibition space during the installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Center in connection with the Exhibition. (3) payment of Fees is not made by the Exhibitor in accordance with Clause 7 (4) the Exhibitor is, for any reason, unable to utilize the Exhibition Space allocated to it; (5) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession. (6) the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute; (7) the Exhibitor is in breach of any provision of this Contract, including without limitation its obligations in clauses 6 and 8 in relation to Infringing Goods, Prohibited Goods recording of images, or of the Exhibitor's Manual; or (8) the Exhibitor is in breach of any applicable local legislation, rules or regulations. Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be canceled forthwith. If this Contract is terminated under any of subclauses 14(2) to 14(8) above, the Organizers shall be entitled forthwith to re-license the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organizers shall have the right to claim for the balance of the Fees and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organizers as a consequence thereof. Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organizers at the Exhibitor's expense. The Organizers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organizers in connection with the Exhibition. Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

15. **LIABILITY AND REFUNDS** Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk. The Exhibitor agrees to indemnify and hold the Organizers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizers, its employees, agents or contractors arising out of any breach of any of this Contract or the Exhibitor's Manual or any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives. The Exhibitor indemnifies the organizers against payment of taxes, penalties, charges, levies, import duties, etc. or any other statutory payments which the organizer may be called upon to pay on behalf of the exhibitors. The exhibitor also indemnifies the organizer or the Co-organizer / its agents for any infringement of Copy Rights by third parties / other Exhibitors. All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times. The Organizer shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the exhibition including, without limitations, any theft, fire, use of the security Room Service, defect in the Exhibition Centre howsoever caused, cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organizer, any matter referred to in paragraph 3 & 4 of these Terms and Conditions, any natural calamity or any act of God, howsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from its booths and its portion of the shell scheme. The Exhibitor and/or their Representatives shall have no financial or other claim against the Organizers. The Organizers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organizers or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the exhibition's official Directory or in any promotional material, information or thing produced or commissioned by the Organizers or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organizers carrying out any of their obligations under this Contract or the Exhibitors' Manual, or (e) any loss or damage or any indirect or consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) of and services provided by the Organizer, by any supplier to the Organizers or by the Exhibition Center Operator failing or being defective. In the event that the Organizers postpone, change the venue of, or otherwise make changes to the Exhibition under Clause 4. (A) the Contract shall continue to bind the parties; (B) the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and (C) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue, change of booth location and booth number or other change to (including any alteration in character or reduction in scale of) the Exhibition. In the event that the Organizers cancel or permanently postpone the Exhibition under Clause 13 (A) the Organizers shall refund the Fees paid to the Organizers by the Exhibitor after deducting an administrative fee to cover all costs reasonably incurred by the Organizers in relation to the Exhibition; and (B) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Exhibition. The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organizers as Organists of the Exhibition. Neither the Organizers nor any of its respective agents shall be liable to the Exhibitor under this Contract in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, goods, use, anticipated savings, goodwill, reputation or business opportunity or for any indirect, incidental, special or consequential loss arising under this Contract (whether or not reasonably foreseeable and even if it had been advised of the other incurring the same). The Organizers total liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising in connection with this Contract shall be limited to the total Fees paid by the Exhibitor for the relevant Exhibition in connection with which such liability arises. All warranties, conditions and other terms implied by statute are, to the fullest extent permitted by law, excluded from this Contract. Nothing in this clause shall have the effect of excluding the Organizers' liability for death or personal injury caused by negligence of the Organizers or for fraud.

16. **COMPLIANCE WITH LEGISLATION** The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licenses and the like as may be requisite to its participation in the exhibition.

17. **GENERAL** The Organizers reserve the right to set off any indebtedness of the Exhibitor to the Organizers against any indebtedness of the Organizers to the Exhibitor in each case on any account whatsoever. No waiver by the Organizers of any of the provisions of these Terms and Conditions, of any of its rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organizers. The Organizers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor. No waiver by or on behalf of the Organizers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively. No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor's Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. These Terms and Conditions (including without limitation the obligations it contains to comply with the terms of, and to avoid putting the Organizers in breach of, other documents) together with the Exhibitor's Manual and the Application Form, supersede all prior agreements, negotiations and discussions between the parties. The Exhibitor may not rely on any representation, warranty, collateral contract or other assurance (except as set out in these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organizers before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud. Time is of the essence in relation to these Terms and Conditions. The headings in these Terms and Conditions have been inserted for reference only and do not affect their interpretation. Nothing in this Contract shall create a relationship of landlord and tenant as between the Organizers and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive licence. The provisions contained in each clause, paragraph and subparagraph of these Terms and Conditions shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would valid if some part of the provision were deleted, the provision in question shall apply modification as may be necessary to make it valid.

18. **GOVERNING LAW AND JURISDICTION** This Contract shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Exhibitor submits to the non-exclusive jurisdiction of the Hong Kong courts for all purposes relating to this Contract or the Exhibition.

19. **SUPPLEMENTAL CLAUSES** Notwithstanding the provisions of clause 3, the Organizers reserve the right to issue supplementary regulations and instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual, HKCEC Exhibition Event Rules and Regulations, the Rules and Regulations to the extent reasonable to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.

20. **DISPUTE RESOLUTION** All disputes and differences, which may arise between the Parties with respect to the performance, interpretation or execution of these rules and regulations, shall be referred to Hong Kong courts.

21. **COUNTERFEIT AND PROHIBITED GOODS** (1) The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations where the event takes place ("Prohibited Goods"). (2) The exhibitor takes full responsibility to ensure they comply with the organizers rules set out in section 19(1). (3) The Organizers shall have the right, without recourse, to physically remove any goods which it or any relevant authority deems to be Infringing Goods or Prohibited Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition stand and in any such event, the Exhibitor shall have no financial or other claim against the organizers. (4) The Exhibitor agrees to indemnify and hold harmless the Organizers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizers arising out of the Exhibition of any infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequent thereof. The Participation fee paid would also be forfeited