

**5 - 8 April 2017**

**Jakarta International Expo Kemayoran  
Jakarta, Indonesia**

A PAMERINDO INDONESIA TRADE EVENT



Incorporating:



Reference No: \_\_\_\_\_

Date of Issue: \_\_\_\_\_

Full Name of Exhibitor: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

**We wish to exhibit at Food & Hotel Indonesia 2017 ("Exhibition") and apply for space/stand as follows:**

Site No. _____	( A separate definitive stand number may be assigned at a later date. )	Dimensions of Site _____	
Allowance for obstruction _____		Nett site area _____	
Cost of space rental only (@USD 375 per square metre)		USD _____	<b>Notes</b>
Cost of Stand Package ( _____ )		USD _____	
Total cost		USD _____	
<b>Payment due with application</b> ( _____ of cost) (Refer to Page 2 Clause 2 for Payment Schedule)		USD _____	

We agree to abide by the **Terms and Conditions** on page 2 overleaf. We also agree to abide by the Exhibition Rules and Regulations of which we acknowledge receipt and which are available to view at [www.foodhotelindonesia.com](http://www.foodhotelindonesia.com), and any amendments which may be made by the Organiser and/or the hall landlord. We further agree to show only exhibits pertaining to the theme of the exhibition. We hereby consent to the use of our trade marks in advertisements and promotional materials relating to this exhibition. We agree to pay 35 percent of the cost with the return of this contract. We also agree to pay the balance by 5 January 2017. The Organiser reserves the right to alter the position of the allocated stand and to change the venue or date of the exhibition, if in the opinion of the Organiser it is in the interest of the exhibition as a whole.

**For and on behalf of:**  
Name of Exhibitor/Organisation \_\_\_\_\_

**Name** X \_\_\_\_\_ **Job Title** X \_\_\_\_\_  
(Name of official signatory)

**Signature** X \_\_\_\_\_ **Date** X \_\_\_\_\_  
(To be signed by exhibitor)

**FOR OFFICIAL USE ONLY:**

The above application is hereby accepted by **International Expo Management Pte Ltd (IEM)** as authorised reseller for international participation at the Exhibition.

Signed by IEM (Co. Reg. No.: 199202634M) \_\_\_\_\_ Date: \_\_\_\_\_  
Gerald Tan, Director

Payment: **INTERNATIONAL EXPO MANAGEMENT PTE LTD**  
10 Kallang Avenue, #09-15, Aperia Tower 2, Singapore 339510  
By telegraphic transfer in US DOLLARS to include ALL bank charges (including those of the receiving bank) and remit to the reseller's bank account as detailed below:

Account Name: International Expo Management Pte Ltd Account No.: 01-068-9705-5 Swift Add: SCBLSG22XXX Bank Code: 7144 Branch Code: 001  
Bank details: Standard Chartered Bank (Singapore) Limited, Battery Road Branch, 6 Battery Road, Singapore 049909

## TERMS AND CONDITIONS OF CONTRACT

### 1. Application for Space

Application for space in the exhibition shall be made on the form overleaf ("Application") and shall be duly signed by the Exhibitor or a person authorised by him. When the Application for space is signed on behalf of an Exhibitor it should so state and should state the name of the Exhibitor. Following receipt of the Application together with initial payment IEM shall issue an acceptance of such Application which shall bind the Exhibitor to exhibit at the Exhibition and to observe the Rules and Regulations of the Exhibition (as amended from time to time). IEM reserves the right to refuse to accept any Application at their absolute discretion without giving reasons therefor.

### 2. Payment

- (a) The payment schedule for space rental and the Exhibition stand packages is as follows:
- (i) if Application is signed and submitted before **5 January 2017**  
35% with return of Application  
65% balance by the date specified on the Application  
OR
  - (ii) if Application is signed on or after **5 January 2017**  
100% with return of Application
- (b) All sums payable under this contract shall be paid together with the addition of such Goods and Services Tax / Value Added Tax (or such other government tax or levy) as is legally payable on those sums.

The total cost represents only the payment for the site, with or without stand package as appropriate, details of which are set out overleaf and all other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto.

**Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the Contract are not followed. These terms cannot be varied under any circumstances.**

Interest at the rate of 2% per month will be charged on any amount outstanding for a period exceeding 14 days after the due date for payment until payment is made.

### 3. Cancellation of Exhibition Space

In the event of IEM agreeing to any request for release of the Exhibitor from the Contract, the Exhibitor will be liable for all or part of the cost stated in the Contract overleaf as set out below:

<b>Cancellation 271 days or more before the Exhibition</b>	<b>15% of cost</b>
<b>Cancellation between 270 and 181 days before the Exhibition</b>	<b>40% of cost</b>
<b>Cancellation between 180 and 121 days before the Exhibition</b>	<b>60% of cost</b>
<b>Cancellation between 120 and 61 days before the Exhibition</b>	<b>80% of cost</b>
<b>Cancellation 60 days or less before the Exhibition</b>	<b>full cost</b>

This scale of charges will apply only from the date IEM receives written notice by letter, e-mail or fax. In addition to this scale, the Exhibitor will be liable for any specific cost incurred on his behalf by IEM.

**These terms cannot be varied under any circumstances.**

### 4. Failure to Exhibit

- (a) Any Organisation which, having signed a Contract for exhibition space, fails to exhibit whether or not for any reason of the Organisation's own choosing and which has not been released from the Contract by IEM pursuant to clause 3 shall be liable for the full amount stated in the Contract plus any additional costs incurred by IEM as a result of such failure to exhibit.
- (b) IEM will not be liable in any way in the event that any authorities such as immigration and customs, prevent the attendance of personnel or exhibits at the Exhibition.

### 5. Limitation of Liability And Indemnity

- (a) To the extent permissible under the law, IEM, the Organiser, their officers, directors, employees, servants or agents shall not be liable for:-
- (i) the safety of Exhibitor, its staff, servants, agents, contractors or invitees during the exhibition;
  - (ii) any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by Exhibitor, its staff, servants, agents, contractors or invitees or members of the public; or
  - (iii) any other damages or loss (including, without limitation, the loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction, and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).
- (b) IEM and the Organiser shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entity, siting or removal of exhibits, or for the failure of any services or amenities provided by the hall landlords or other third parties.
- (c) While IEM may provide information on the relevant legal requirements applicable to the Exhibitor (including the licences and permits which the Exhibitor has to obtain), IEM shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.
- (d) IEM and the Organiser shall not be responsible for the acts or omission of any contractor appointed to provide any products or services to the Exhibitor.

- (e) In the event that IEM or the Organiser is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of IEM or the Organiser for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to IEM for the space at the event at or during which the loss or damage was incurred or suffered. This limitation does not apply to claims in respect of personal injury or death.
- (f) The Exhibitor shall indemnify and hold IEM and the Organiser harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs (including costs of settlement) suffered or incurred by IEM or the Organiser due to any breach of this Agreement by Exhibitor or due to any act, omission, neglect or default of the Exhibitor, its staff, servants, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor infringes the intellectual property rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this Contract and is in addition to any other remedy which IEM or the Organiser is entitled to under the law.

### 6. Sub-Letting

The Exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of its site, whether for financial consideration or otherwise. The Exhibitor must, if it is an agent, distributor or licensee, state at the time of contract or through the Publicity and Technical Services Manuals' forms, the names of the principals to be represented. This does not prohibit an Exhibitor displaying the products of a principal for whom it becomes agent, distributor or licensee after the time of contract, with the prior written permission of IEM.

### 7. Insurance

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. If IEM so demands, the Exhibitor shall provide proof to IEM that the Exhibitor has adequate insurance cover.

Exhibitors shall ensure that their temporary staff and the staff of their servants, agents or contractors are insured against claims for workman's compensation.

The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition grounds until he has vacated the exhibition grounds and all his exhibits and property have been removed.

### 8. Group Stands

Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the Exhibition.

### 9. Force Majeure

IEM and the Organiser shall not be liable to the Exhibitor by reason of any cancellation or part-time opening of the Exhibition, either as a whole or in part, for any non-performance of their obligations under this Contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control.

### 10. Unforeseen Occurrences

In the event of any occurrences not foreseen in these Terms and Conditions and the Exhibition Rules and Regulations, the decision of IEM shall be final.

### 11. Intellectual Property

The Exhibitor gives permission to the Organiser and IEM to publish before, during and after the exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/or Exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

- 1) **original material,**
- 2) **paid for by the Exhibitor or,**
- 3) **already in the public domain such that the Organiser and IEM cannot be sued for Intellectual Property violation.**

### 12. Counterfeits and Infringement of Intellectual Property

Intellectual Property infringement will be rigorously policed at the Exhibition. Copies or counterfeit goods are not permitted at the Exhibition. Exhibitors infringing Intellectual Property laws may have their goods confiscated by customs and be banned from future exhibitions.

### 13. Government Ruling

The Exhibitors shall have no claim against the Organiser or IEM should national judicial or state government authorities, acting independently or under the auspices of an international authority (e.g. the United Nations), ban, restrict or refuse participation at the Exhibition by the Exhibitor or the display or promotion of any of its products or services.

### 14. Governing Law and Jurisdiction

These Terms and Conditions and the Contract between IEM and the Exhibitor shall be governed by the laws of Singapore, and the parties submit to the non-exclusive jurisdiction of the courts of Singapore.

## TERMS AND CONDITIONS OF CONTRACT

Food & Hotel Indonesia 2017  
Page 2 of Space Application/Contract  
**Accepted by Exhibitor:**

Signature: 