

# SINGAPORE AIRSHOW (“Exhibition”) EXHIBITION TERMS AND CONDITIONS

Experia Events Pte Ltd, formerly Singapore Airshow & Events Pte Ltd, is referred to herein as “the Organiser”. “Exhibitor” refers to the applicant indicated on the front of this Agreement (“Cover Page”) which forms part of this Agreement.

**1. Payment and Terms** - The Event Participation Fee is the total fee payable by the Exhibitor to the Organiser in respect of the licensing of the Exhibition Space, chalets, sponsorship, advertisement and related services. The amount and payment terms are stated on the Cover Page. All payments are non-refundable except as otherwise expressly provided herein. The entire Event Participation Fee must be paid in full prior to move-in of the Exhibition. In the event of total or partial cancellation (space size reduction) by the Exhibitor, the participation fee will not be reduced or refunded, and the total amount will be due.

If the Exhibitor fails to pay the entire Event Participation Fee at the time specified, or fails to comply with any of the terms and conditions or rules and regulations, the Organiser may reassign the exhibition booth location reserved for the Exhibitor and/or may resell the exhibition booth location to another party. The Organiser reserves the right to charge interest on all overdue amounts under this Agreement.

**2. Cancellation/Termination** - If the Exhibitor cancels or breaches this Agreement for any reason whatsoever, in addition to whatever rights the Organiser may have under applicable law, any payments made by the Exhibitor prior to the date of termination shall be retained by the Organiser as liquidated damages and not as penalty. The Organiser and the Exhibitor agree that such amounts constitute a reasonable provision for liquidated damages. The Exhibitor shall also be liable for any payments required to be paid but not paid as of date of cancellation or breach of this Agreement.

If the exhibition premises which are used for the purpose of the Exhibition (“Exhibition Premises”), shall become in the sole discretion of the Organiser, unfit for occupancy, or if the holding of the Exhibition or the performance of any of the provisions of this Agreement are interfered with by virtue of any cause, this Agreement and/or the Exhibition (or any part thereof), may forthwith be terminated or cancelled by the Organiser without the Organiser being liable in damages or otherwise to the Exhibitor. The Organiser shall also not be responsible for delays, claims, demands, damages, losses, increased costs, liabilities, changes, actions, expenses or any other unfavourable direct or indirect, consequential or otherwise conditions arising by virtue of any cause not within the control of the Organiser. Upon termination or cancellation as aforesaid, the Organiser shall not be liable to the Exhibitor other than for a refund of the contract price paid by the Exhibitor prorated on the basis of the number of exhibition days remaining. For purposes hereof, the phrase “cause not within the control of the Organiser” shall include fire, casualty, flood, epidemic, earthquake, explosion or accident, blockage, embargo, inclement weather, governmental restraints, restraints or orders of civil defence or military authorities, act of public enemy, riot or civil disturbance or commotion, malicious damage, sabotage, vandalism, acts of terrorism, or other similar activities, strike, lockout, boycott or other labour dispute or disturbance, inability to secure sufficient labour, technical or other personnel, absence of premises required for the Exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or requisition or commandeering of necessary supplies or equipment, change in local, state or other law, ordinance, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional, or act of God and the words “act(s) of” shall include “threat of or perceived threat of”.

This Agreement may be terminated by the Organiser forthwith if in the Organiser’s opinion, the Exhibitor does not or may be unable to perform or comply with any of its obligations.

**3. Booth Assignment** - The Organiser shall use its best endeavours to make booth assignments in accordance with the Exhibitor’s requests. However, the Organiser reserves the right to make final determination of all booth assignments. The Organiser shall have no liability for its failure or inability to comply with the Exhibitor’s requests, and the Exhibitor shall have no right to cancel this Agreement because of the Organiser’s failure to comply with the Exhibitor’s requests.

Exhibition booths will be allocated at the Organiser’s full discretion. The Organiser may change the floor plan and/or the configuration of the exhibition booths.

**4. No Assignment or “Subletting” of Space** - The assigned booth space is for use by the Exhibitor only. The Exhibitor may not assign this Agreement and may not permit or “sublet” all or any part of its assigned booth space to any other business or firm, unless the Organiser has given prior written approval. Any such assignment, permission or “sublease” without the Organiser’s prior written approval shall be null and void.

The Exhibitors are not permitted to give their assigned booth space either fully or in part to a third party, whether for payment or free of charge.

**5. Warranty** - The Exhibitor represents, warrants and undertakes that it is entering into this Agreement as principal and not as agent or nominee of any third party, and the exhibits to be displayed by the Exhibitor at the Exhibition (“Exhibit”) do not infringe or are not likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained in this Agreement, the license herein granted may be terminated by the Organiser (without the Organiser being liable for any damages or claim whatsoever and without prejudice to the Organiser’s other rights and remedies) and the Exhibitor shall indemnify the Organiser against all claims, demands, losses, liabilities, charges, actions and expenses incurred by the Organiser as a result of such breach.

**6. Right to Reject or Eject** - The Organiser may reject, eject or prohibit the Exhibit in whole or part, or the Exhibitor or its representatives, with or without giving cause. If cause is not given, the maximum liability of the Organiser (if any) shall not exceed the pro-rated amount of the contract price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of ejection. If any exhibit or the Exhibitor or its representatives is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of any portion of the contract price shall be made.

**7. Right of Possession** - The Exhibitor hereby grants to the Organiser, the right for the purpose of ensuring the due performance by the Exhibitor of its obligations under this Agreement to take possession of all property of the Exhibitor including the Exhibit on the Exhibition Premises. Such right to possession shall be superior to that of any person. All property shall be deemed to be pledged to the Organiser as security for the performance by the Exhibitor of its obligations under this Agreement and the Organiser may remove, sell or otherwise dispose of all the same upon such terms and conditions as it deems fit. If such property is not removed from the Exhibition Premises by the end of the removal period specified in the Exhibitor Manual referred to in clause 14 of this Agreement, then the Organiser shall be at liberty to remove, sell or otherwise dispose of such property, and the net proceeds applied by the Organiser for such purpose as it deems appropriate. The Exhibitor shall do all such acts, sign all such documents necessary to effect any sale of property under this clause. The Exhibitor shall indemnify the Organiser against all costs and expenses incurred in connection with such removal, sale or disposal and any claim by a third party to any such property so sold or disposed of.

**8. Fire, Safety and Health** – The Exhibitor assumes all responsibility for compliance with local ordinances and regulations covering fire, safety and health.

**9. Licenses/Permits** – The Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to the Exhibit and activity at the Exhibition. The Exhibitor shall be responsible for paying all taxes, license fees or other charges that shall become due to any government authority in connection with the Exhibit and their activities at the Exhibition.

**10. Property Loss or Damage** - The Organiser shall not be responsible for any loss of or damage to any property of the Exhibitor or of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees. All of the Exhibitor’s property remains under its custody and control in transit to and from the Exhibition Premises and while it is in the confines of the Exhibition Premises. The Exhibitor shall be solely responsible for the loss of or damage to any property of the Exhibitor’s personnel, including but not limited to the Exhibitor’s booth personnel and representatives, models, demonstrators and actors. Accordingly, it is the Exhibitor’s responsibility to obtain adequate insurance or otherwise protect itself and its property and the property of its booth personnel, representatives, agents, servants, employees, contractors, patrons, guests, licensees or invitees.

**11. Liability and Insurance** - In addition to property insurance described above, the Exhibitor shall obtain and keep in force during the term of the installation and use of the exhibit premises, All Risks & Public Liability Insurance policies in an amount not less than S\$1,000,000. The Exhibitor must provide the Organiser with a certificate of insurance covering the Exhibition location for the period of the Exhibition including installation period and which names the Organiser as co-insured. The Organiser reserves the right to prohibit the Exhibitor from setting up or operating its assigned booth space without having provided a certificate of insurance.

**12. Indemnification** – The Exhibitor shall be liable for and shall insure, indemnify fully and effectively and hold the Organiser, their respective shareholders and all government, statutory and regulatory bodies and agencies of the country where the Exhibition is held and their respective directors, officers, agents and servants harmless against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses which any of them may be subject to or may incur or which may be made, claimed or instituted against them or any of them as a result of any act, breach of any of the terms of this Agreement, omission, conduct or failure of the Exhibitor or its directors, officers, agents, servants, invitees or independent contractors. The Exhibitor’s aforesaid indemnity shall extend to cover all losses or injuries caused to any persons or property howsoever caused by the Exhibitor or the Exhibit or its personnel, or otherwise arising while the said persons are upon or examining, observing or passing the Exhibit or booth occupied by the Exhibitor, or by the demonstration of or otherwise in connection with the Exhibit.

**13. Liability Limitation** - The liability of the Organiser (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the Event Participation Fee paid by the Exhibitor. The person or persons appointed by the Organiser to undertake any official tasks including the Official Stand Fitting Contractor and the Official Electrical Contractor are independent contractors and are not agents of the Organiser.

**14. Exhibitor Manual/ Exhibit Rules and Regulations** - Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other documents supplied by the Organiser from time to time. The Organiser may at any time and from time to time make further rules and regulations (having immediate effect) in relation to any aspect of the Exhibition. Such rules and regulations shall be deemed to form part of this Agreement, and shall be binding on the Exhibitor.

The Exhibitor will be provided with an Exhibitor Manual no later than 60 days prior to the opening of the Exhibition. The Exhibitor Manual and all rules and regulations included therein will become part of this Agreement. The Exhibitor Manual describes the type and arrangement of Exhibition Space, the standard equipment provided by the Organiser and rules governing the construction of displays. All assigned booth space must be arranged and constructed in accordance with the guidelines, provisions and limitations contained in the Exhibitor Manual. If, in the sole opinion of the Organiser, any exhibit fails to conform to the Exhibitor Manual guidelines, or the provisions set forth herein, such exhibit will be prohibited from functioning at any time during the Exhibition.

The Organiser reserves the right to require the Exhibitor to alter the Exhibit before or during the Exhibition, as the Organiser deems to be in the best interests of the Exhibition. Such changes shall be made at the Exhibitor’s expense and are subject to the approval of the Organiser.

**15. Partial Invalidity** - The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision herein.

**16. Revocation** - Upon termination of this Agreement the license granted is revoked and thereupon the Exhibitor shall immediately leave the Exhibition Premises and remove the Exhibit.

**17. Set-Off Clause** - The Organiser may in its sole discretion, deduct from or set-off against any money due by the Organiser to the Exhibitor or any sum which the Exhibitor is liable to pay to the Organiser.

**18. Assignment Clause** - The Organiser may without the consent or approval of the Exhibitor, assign or transfer its rights and/or obligations under this Agreement. The Exhibitor may not assign or transfer any of its rights or obligations under this Agreement.

**19. Integration** - This Agreement contains the entire agreement between the Organiser and the Exhibitor. It may not be orally modified. Only an agreement in writing signed by a duly authorised representative of the party against whom enforcement or waiver or modification is sought will be enforceable.

**20. Governing Law & Jurisdiction** - This Agreement shall be governed by, and construed in accordance with the laws of the Republic of Singapore. Any action commenced by the Exhibitor arising out of or relating to this Agreement, or arising out of or relating to the Exhibition shall be brought solely in the courts of the Republic of Singapore unless the Organiser consents to another forum. The Exhibitor consents to the jurisdiction of the courts of the Republic of Singapore for the resolution of any action arising out of or relating to this Agreement, or arising out of or relating to the Exhibition.

**21. Prohibited Exhibits** - No live military equipment, including munitions, aircraft armament, small arms ammunition and explosives, weapon systems, tactical missiles, tactical missiles, rockets, etc. shall be brought onto the Exhibition Premises. Other kinds of exhibits may also be prohibited by the Organiser.