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# RULES & REGULATIONS **B**

## **B1 Promotion during the Show**

Exhibitors are asked not to place stickers, signs or posters anywhere in the halls other than within their own stand and on paid advertising poster sites and billboards. Likewise, exhibitors' representatives may not distribute brochures, invitations, etc. along the gangway or near the entrances/exits. This is unfair to other exhibitors and an inconvenience to visitors.

## **B2 Demonstrations and Presentations**

Exhibitors who intend to provide demonstrations or make presentations during the exhibition must ensure that such **demonstrations and presentations do not interfere with the conduct of business of other exhibitors in terms of sound, nor cause any smoke or fumes.** Loudspeakers are not allowed. Any loudspeakers to be used during the exhibition must have prior written approval from the organiser.

The organiser reserves the right to determine the acceptable sound level and extent of demonstration, if such an activity causes inconvenience or annoyance to the public or other exhibitors within the vicinity of the exhibition.

Any promotional activity involving the demonstration of games, organised competitions or quizzes will need advance permission from the organiser.

## **B3 Security**

- (a) General security will be provided by the organiser around the clock. Exhibitors and their staff will not be allowed in the exhibition hall after official hours.
- (b) All personnel in the exhibition halls must wear identification badges at all times. Exhibitor Badges and Temporary Passes are available at the on-site Exhibitor Registration.
- (c) To avoid any loss or damage, exhibitors with small exhibit items are strongly recommended to carefully pack their items in proper packages/boxes at the end of each show day. If your displays are very valuable or sensitive and you wish to hire security personnel to attend to your stand exclusively for out of show hours, please complete [Security Service Form](#) for indicating security service required and return to the organiser's official security. **Please note that you must not use your own staff or personnel from any other security agency.**
- (d) For security and safety reasons, exhibit movements in or out of the halls during show hours is strictly prohibited.

## **B4 Official Contractors**

The organiser has appointed official contractors for various services so as to ensure a more efficient and regulated build-up and dismantling.

Please refer to the list of official contractors (items A10 – A14) for details. Unless otherwise stated,

- (a) Exhibitors may appoint their own stand fitting contractors subject to approval from the organiser.
- (b) Exhibitors are required to return all the forms to the relevant parties, otherwise on-site services may not be guaranteed.
- (c) The services of official contractors are for the convenience of exhibitors, and the organiser will accept no liability in respect of any contract between exhibitors and such contractors for the negligence or default of any such persons, their servants and agents.
- (d) Where mechanical handling within the exhibition halls is required, only the official freight forwarders will be appointed.

## **B5 Stand Fitting Contractors**

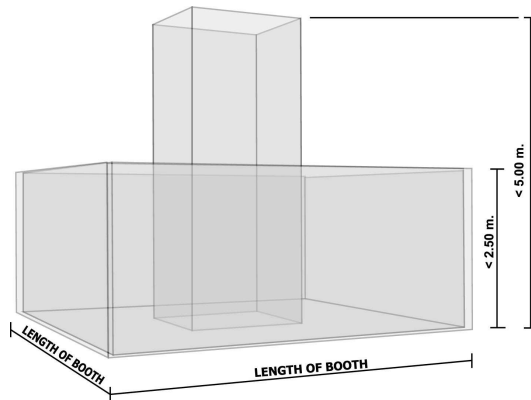
- (a) In adherence to safety requirements, only the organiser's official contractor can carry out electrical power supply, compressed air supply and water drainage & pipe installations.
- (b) Exhibitors may appoint their own contractor for stand design and construction, subject to them being approved by the organiser, and if approved, contractors must lodge a deposit of no less than Bht15,000 per stand with the organiser to serve as a performance bond, as well as a damage deposit. The deposit, calculated at Bht1,000 per sq. m. but subject to a minimum of Bht15,000 per stand, will be refunded. In case of damage found, there will be a deduction for services and damages.

A non-refundable service of Bht100 per sq. m. for recommended contractors and Bht50 per sq. m. for other contractors will also be charged to all contractors who are contracted to work within the exhibition area. Please refer to [the Stand Fitting Construction Rules and Regulations](#) of the [Stand Construction Form](#) for full details.

- (c) Exhibitors are responsible and liable for their appointed contractor's observance of all rules and regulations.
- (d) In the case of utilizing air space for flying helium balloons, Baht 70,000 per balloon (Max. 2m. diameter) will be imposed for using airspace and will be subject to 7% VAT. The height restriction for balloons is not over 7 metres (from the floor to the top of the balloon), Design and size need to be submitted to the organiser 3 weeks before the show for written approval. Failure to do so, means the organiser cannot guarantee the availability of this service.
- (e) To utilize air space for hanging banners, 7,000 Bht/sq. m. (minimum 10 sq. m.) will be applied (all materials & production are excluded). This service allows a banner to be hung at the top of the booth and within the catwalk line only. Design and size need to be submitted to the organiser 3 weeks before the show for written approval. Failure to do so, means the organiser cannot guarantee the availability of this service.

## B6 Stand Boundaries and Design Restrictions

Exhibitors are not allowed to place any display material or exhibit, nor extend their stand structures and fittings, beyond their contracted boundary, and each stand needs to have its own panel.



The permitted stand height is 2.5 metres. Any design for a structure exceeding 2.5 metres in height must be submitted for approval at least 8 weeks in advance and will be considered on a case-by-case basis. If approved, this high structure will be restricted to a maximum height of 5 metres, no wider than one third (1/3) of each side of stand area and to a distance of 1 metre (3.28 ft.) away from neighboring stands; The back part of such high structure must be properly covered up.

**Open frontages:** All stands in the exhibition, irrespective of height, must have at least half of any frontage facing an aisle opened or fitted with transparent material to the underside of the fascia if the design so requires.

**Double-storey stands:** In addition to the requirements of single-storey stands, double-storey stands must have the following requirements:

- 50% of space participating fee will be charged for the double-storey space.
- A double-storey construction is only permissible for stands covering at least 60 sq.m. and the upper storey can only cover up to 50% of the space.
- The total height of the stand cannot exceed 5 metres. Signs or advertising statements or logos can only be attached up to a height of 5 metres.
- Ground level plan view, showing clearly all dimensions, walling and major exhibits
- Upper storey plan view, showing clearly all dimensions, walling and major exhibits plus walkways, means of escape and areas of public access.
- Elevation view and any appropriate sections showing clearly all dimensions, graphics, etc.
- Plan giving details of staircases and all steel works
- Structural calculations and drawings proving structural stability, weight loading, etc. being endorsed by a certified engineer.

**Obstructing gangways:** No part of any stand or exhibit, including fascia, signs, lighting, corner posts, etc. shall project into or over the gangway or obscure any fire or exit signs and the organisers reserve the right to remove any such item. It is strictly forbidden to build across gangways.

## **B7 Power Supply and Lighting**

- (a) All electrical installation work at the exhibition must be carried out solely by the organiser's official contractor.
- (b) Exhibitors requiring special arrangements (e.g. different voltages and frequency or special connections to equipment) must arrange for their own transformers, converters, etc.
- (c) All electrical equipment must be tested by the organiser's appointed licensed engineers prior to turning on the electricity supply.

## **B8 Stand Cleaning**

During exhibition days, the organisers will be responsible for the daily cleaning of the organiser's standard stand carpets and gangways. During the build-up and dismantling periods, independent contractors appointed by exhibitors are responsible for the removal of their own stand building/dismantling materials and rubbish. Cleaning of exhibitors' specially designed stands shall be the responsibility of the appointed contractors.

## **B9 Definitions**

In these Terms and Conditions the term "Exhibitor" shall include the person described as such in the Contract 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 organiser to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time). "Exhibition" shall mean the exhibition stated on the Contract Form. "Organiser" shall mean the person or persons named as the organiser(s) of the Exhibition on the Contract Form.

## **B10 Contract for Stand Space**

- (i) Applications for stand space at the Exhibition must be made on the Organiser's official Contract Form and must (if so required) contain information on all exhibits to be displayed. The organiser may at its sole discretion accept a deposit payment in lieu of written application provided that these Terms and Conditions shall apply to any such application and shall, together with the Exhibitor's Manual, constitute the entire agreement between the organiser and the Exhibitor. Until the completed Contract Form has been received and accepted by the organiser, the organiser has the right without giving notice to the Exhibitor to reallocate the stand space to another exhibitor and the application will be deemed to have been rejected.
- (ii) Upon acceptance of the application and signature on the Contract Form by the organiser there shall be a contract between the organiser and the Exhibitor, of which these Terms and Conditions and the Exhibitor's Manual shall be an integral part.

## **B11 Licensing and Allocation of Stand Space**

- (i) The Stand Space is licensed to the Exhibitor only (in common with the organiser and all others authorised by the organiser) on a non-exclusive basis. The Exhibitor is not permitted to sub-license the Stand Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Stand Space without the prior written consent of the organiser. 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 organiser in accordance with B 28. The organiser reserves the right to cancel the participation immediately if booth sub-letting occurs.
- (iii) The Organiser may allocate the Stand Space in any manner it deems fit but may take into account such factors as the order of contract received and the nature of the Exhibitor's business. The organiser reserves the right at its sole discretion to change the venue for the Exhibition, the opening hours of the Exhibition, the term of duration of the Exhibition, and/or the date or dates on which the Exhibition is to be held to any date within 6 months of the dates set out in the Contract Form, to change the Stand Space allocated to the Exhibitor, to alter the size and dimensions of the Stand Space from that for which contract is made in the Contract Form, to change or close entrances and exits and access to the Stand Space and to undertake any kind of alterations.

## **B12 Payment**

- (i) All payments must be made in accordance with the terms and methods of payments set out on the Contract Form.
- (ii) In the event the Exhibitor fails to meet any such payment obligations (whether as to the amounts or date of payment) then the Organiser reserves the right to cancel its contract with the Exhibitor and to resell or reallocate the stand space allocated to the Exhibitor and the provisions of paragraph B 13(ii) below relating to cancellation charges shall apply.

## **B13 Cancellation of Stand space**

- (i) If an Exhibitor wishes at any time prior to the Exhibition to cancel or reduce the stand space allocated to them, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to the Organiser by Recorded Delivery Post. For the avoidance of doubt the Organiser shall not be obliged to accept the Exhibitor's notice of cancellation or reduction, The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Exhibitor's notice.
- (ii) In the event that the organiser accepts the Exhibitor's notice of cancellation or reduction of his stand space. or in the event that the Organiser terminates the contract with the Exhibitor for any other reason, the Organiser shall have absolute discretion (but without prejudice to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any payments due under these Terms and Conditions) to reallocate or resell the stand space allocated to the Exhibitor and to apply the following cancellation charges:

Time of cancellation occurring	Cancellation charge (% of total)
Prior to the commencement of the Exhibition	Cost set out on Contract Form
9 months or more	20% of total cost (plus VAT if applicable)
6 months or more and less than 9 months	50% of total cost (plus VAT if applicable)
Less than 6 months	100% of total cost (plus VAT if applicable)

The cancellation charges may be deducted from money already paid by the Exhibitor. Any balance shall be returned without interest. If the money already paid by the Exhibitor is insufficient, the Exhibitor shall forthwith pay to the Organiser the balance of the cancellation charges.

- (iii) The Exhibitor hereby acknowledges that the above amounts represent reasonable compensation for the costs incurred by the Organiser as a result of the Exhibitor's cancellation and that they do not represent a penalty.

## **B14 Reduction of Space**

In the event the Exhibitor notifies the Organiser in accordance with paragraph B13(ii) above that he wishes to reduce the size of his stand space, then the Organiser shall be entitled to resell or reallocate such excess stand space and to apply the scale of cancellation charges set out in the table in paragraph B13(ii) above to the area by which the original stand space allocated to the Exhibitor is reduced and charge the Exhibitor accordingly for reduction.

## **B15 Stand Space and Exhibits**

- (i) The Exhibitor must occupy the space allocated to him by show opening time on the first day of the Exhibition. In the event the Exhibitor fails to do so, he shall be deemed to have cancelled his stand space booking and the Organiser shall be entitled to resell or reallocate such stand space and the provisions of paragraph B 13(ii) relating to cancellation charges shall apply.
- (ii) The Exhibitor acknowledges that he shall only be entitled to use contractors other than the official stand contractors appointed by the Organiser or (where the Organiser has provided a walk-on package) to erect his own stand, with the prior written consent of the Organiser.
- (iii) Full details of any walk-on package provided by the Organiser will be supplied in the Exhibitor's Manual. Plans for specially built stands or displays other than those constructed from any such walk-on package must be submitted by the Exhibitor to the Organiser for approval before construction is ordered.
- (iv) If in the opinion of the Organiser the Exhibitor's stand or display extends beyond his allocated space, the Organiser may at its sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate.
- (v) The Exhibitor shall be entitled to exhibit only those matters specified on the Contract Form.
- (vi) The Exhibitor must not erect his exhibits in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to or otherwise affect the displays of any other exhibitor.

- (vii) No acceptance by the Organiser of the Exhibitor's Contract Form or allocation of the Exhibitor's name to any particular part of any Exhibition floor plan or stand number will constitute any agreement, warranty or representation by the Organiser that the Exhibitor is entitled to exhibit at the Exhibition in such particular location. The Organiser reserves the right without being required to give notice to the Exhibitor to alter the layout of any Exhibition floor plan or position of any stand at any time.
- (viii) The Organiser and any other person either authorised by the Organiser or having an interest in the premises shall without notice be entitled to access at all reasonable times before, during and after the Exhibition, to the Exhibitor's stand and for this purpose the Organiser or any such person shall be entitled to use such force as may be necessary without incurring any liability whatsoever to the Exhibitor.
- (ix) Should any dispute arise as to the stand space allocation, the extent of any extra stand space deemed by the Organiser to be occupied by the Exhibitor beyond that allocated or as to the Exhibitor's right to display any exhibits, the decision of the Organiser shall be binding.
- (x) The Exhibitor shall keep the space occupied by him and the common areas around it neat and clean at all times.
- (xi) The Exhibitor shall ensure that all necessary approvals and licences for his exhibits have been obtained.
- (xii) No exhibit will be allowed into or out of the Exhibition Centre 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 Organiser. 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.
- (xiii) All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any hazardous goods (within the meaning of the Dangerous Goods Ordinance and any regulations from time to time applicable thereunder) in the Exhibition Space.
- (xiv) 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.
- (xv) The Organiser reserves 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 as specified on the Application Form.
- (xvi) At such time after the close of the Exhibition as the Organiser 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 Organiser in as good and clean order and condition as it was when initially licensed to the Exhibitor.
- (xvii) Any property remaining after the last day designated by the Organiser for material to be removed may be sold or otherwise disposed of by the Organiser at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.
- (xviii) The Exhibitor shall not exhibit counterfeit goods or any goods which infringe any person's intellectual property rights (collectively, "Infringing Goods") at the Exhibition. The Organiser shall have the right without recourse to physically remove any goods and related materials that are deemed to be Infringing Goods by any Thailand court and close down that Exhibitor's Exhibition Stand and the Exhibitor shall not have any financial claim against the Organiser.

## **B16 Exhibitor's Representative and Passes**

- (i) The Exhibitor must supply to the Organiser the name of at least one person to be his representative in connection with the installation, operation and removal of his exhibits.
- (ii) In order to ensure only official access to the Exhibition areas, the Exhibitor and his personnel and contractors will be issued with non-transferable passes. No admission to the Exhibition areas will be allowed unless this pass is presented. The Exhibitors will be required to provide to the Organiser, at least two weeks before the first day of set-up, a list detailing the personnel who will be present on the stand, and the day(s) on which each is likely to be in attendance.

## **B17 Duration of Exhibition**

Details of Exhibition hours are given in the Organiser's Exhibitor's Manual During these times stands must be adequately manned by the Exhibitors staff with the exhibits fully set up, and not covered up. The Exhibitor must be ready and able to conduct business during the Exhibition hours.

## **B18 Removal of Exhibits**

- (i) No exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organiser. If the Exhibitor acts in breach of this provision he shall pay to the Organiser, by way of compensation for the detraction to the Exhibition's appearance and in addition to all sums otherwise payable to the Organiser under these Terms and Conditions, a sum equal to one third of the total amount payable by the Exhibitor for his allocated stand space.
- (ii) The Organiser reserves the right in its absolute discretion to require the Exhibitor to, and the Exhibitor shall promptly, remove any exhibit specified on the Contract Form or which is being exhibited at the Exhibition.
- (iii) The Exhibitor will be liable for all storage and handling charges resulting from his failure to remove all exhibits and display materials from his allocated stand space.
- (iv) The Exhibitor must surrender any occupied walk-on package in its original condition. The Exhibitor shall make good and indemnify the Organiser for any damage caused by the Exhibitor, his employees, agents or contractors to the Exhibition premises or to any walk-on package occupied by the Exhibitor.

## **B19 Attendance**

- (i) The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason beyond the reasonable control of the Organiser.
- (ii) Any application for stand space or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other exhibitor at the Exhibition or any other exhibition.

## **B20 Exclusion of Personnel**

The Organiser reserves the right in its absolute discretion to exclude or remove or require the Exhibitor to remove from the Exhibition any person where presence is or is likely to be undesirable and the Organiser may exercise such right notwithstanding that any such person is the employee, agent or contractor of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

## **B21 Undesirable Activities**

- (i) If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the Exhibition or which appear unethical or to be in breach of the law, the Organiser may, without being under any liability to refund or abate any charges paid or due herein, cancel any stand space allocation which may have been made to the Exhibitor and require him forthwith to vacate the stand space allocated to him and refuse the Exhibitor the right to participate further in the Exhibition.
- (ii) Canvassing for orders, except by the Exhibitor on his own stand in the normal course of his business, is strictly prohibited and in any such case the right of expulsion referred to in paragraph B 21(i) above will be exercised at once. The distribution or display by the Exhibitor of printed or other placards, handbills or circulars or other articles except by the Exhibitor on his own display space is prohibited, except by prior written agreement with the Organiser.

## **B22 Fire Precautions**

All materials used for building, decorating or covering stands or displays must be of non-flammable material. The Exhibitor must comply with all instructions given by the relevant authorities to avoid the risk of fire or any other risk.

## **B23 Compliance with Regulations**

The Exhibitor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser, the proprietors or managers of the Exhibition building or any municipal or any other competent authority.

## **B24 Electric Lighting and Power**

- (i) In the event that official contractors are appointed by the Organiser to carry out electrical work, the Exhibitor shall be responsible for settling all accounts for electrical work carried out on and for electrical current consumed by the Exhibitor's stand or display, directly with the contractor.
- (ii) The Exhibitor shall ensure that all electrical installations on his stand space and all exhibits comply with any statutory or local regulations or requirements to which the Exhibition may be subject. Any direct light from an electrical device must be screened in such a way as to avoid causing a nuisance or discomfort to visitors and other exhibitors.

## **B25 Insurance**

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 Exhibitor's property is brought to, displayed and stored at, and removed from the Exhibition Centre at the Exhibitor's own risk and the Exhibitor is responsible for the safety of its property at all times.**

The organiser does not provide insurance cover for exhibitors' goods or personnel. Any loss of or damage to exhibit items or belongings will be under the care of exhibitors. Exhibitors are also required to have insurance cover for their exhibits, personnel and contingent liabilities and must provide the organiser with a copy of the insurance policy prior to the move-in date. The Organiser 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 B11 or any postponement or cancellation of, or other change to, the Exhibition under B26.

## **B26 Cancellation or Change of Location or Date of Exhibition**

- (i) In the event that by reason of any event outside the Organiser's reasonable control (including, without limitation, any strike or other industrial action involving the Organiser's own workforce) the Exhibition or any part thereof is prevented from being held in a particular location or on a particular date the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Exhibition or reduce the planned period for preparation, display or dismantling of the Exhibition and in such event any refund of payments to the Exhibitor shall be at the absolute discretion of the Organiser. Such refund, if given, shall be such proportionate share of the balance of the aggregate exhibit fees received by the Organiser in relation to the Exhibition as the Organiser thinks fit after deducting expenses incurred by and reasonable compensation for the Organiser, but in no case shall the amount of any refund to the Exhibitor exceed the amount paid by the Exhibitor nor shall the Exhibitor be entitled to review or audit any of the Organiser's financial records.
- (ii) The Exhibitor hereby acknowledges that in the event any of the circumstances referred to in paragraph B 26 (i) occurs he shall have no right to any refunds, damages or expenses.
- (iii) In the event the Exhibition is cancelled by the Organiser for commercial reasons, including without limitation, lack of support, then all payments made by the Exhibitor to the Organiser will be refunded without interest but the Exhibitor here by agrees that in such circumstances he will have no further claim (whether for damages or otherwise) against the Organiser.
- (iv) In the event that the Organisers change the date or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.

## **B27 Default and Exhibitor's Insolvency**

If the Exhibitor breaches or fails to perform or observe any obligations or restrictions set out in these term and Conditions, or if the Exhibitor becomes bankrupt, commits any act of bankruptcy, ceases to carry on business goes into liquidation, or has a receiver administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition with his creditors generally or has a petition preserved for the making of an administration order or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then the Organiser shall be entitled without notice to the Exhibitor to terminate its contract with the Exhibitor forthwith and to resell or reallocate the stand space allocated to the Exhibitor and the provision of paragraph B13 above relating to the cancellation of stand space shall apply.

## **B28 Limitation of Liability**

- (i) The Organiser, its employees or agents shall not be liable for any loss, theft, damage or injury to any person or property suffered by the Exhibitor, its employees, agents or contractors.
- (ii) Information given by the Organiser about the Exhibition is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor to cancel his stand space booking.

Whilst the Organiser shall use its reasonable endeavours to organise and promote the Exhibition in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to audience projections or methods or timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

The Organiser 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 limitation, 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 Organiser, any matter referred to in below 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 Organiser accepts 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 Organiser 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 Organiser or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organiser 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 Organiser, by any supplier to the Organiser or by the Exhibition Centre Operator failing or being defective.

## **B29 Indemnity**

- (i) The Exhibitor hereby fully and effectually indemnifies the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors. The Exhibitor also fully and effectually indemnifies the Organiser against any claim made by any contractor or agent appointed by the Organiser as a result of a failure on the part of the Exhibitor, his agents, contractors or employees to perform in any way any contract entered into by the Exhibitor with such contractors or agents.
- (ii) If the Exhibitor is a limited company, the directors of the Exhibitor hereby undertake to fully and effectually indemnify and keep indemnified the Organiser its employees, agents and contractors against all costs, claims demands proceedings and losses for which the Organiser or its employees agents and contractors may become liable in consequence of damage or injury to any personal or other property occasioned by or arising out of the act default or negligence of the Exhibitor, its employees or agents or any person under its direction or any independent contractor engaged by it.

## **B30 Assignment**

The Exhibitor shall not be entitled to assign or delegate to a third party any rights or obligations of the Exhibitor arising under these Terms and Conditions. The Organiser shall be entitled to assign the benefit (subject to the burden) of its contract with the Exhibitor without notice to or consent from the Exhibitor.

## **B31 Entire Agreement**

These Terms and Conditions, together with the Contract Form and the Exhibitor's Manual, contain the entire agreement between the Organiser and the Exhibitor and may not be changed orally, but only in writing signed by a duly authorised representative of the party against whom enforcement of any waiver, charge, modification or discharge is sought.

## **B32 Governing Law and Jurisdiction**

These Terms and Conditions shall be construed in accordance with The Kingdom of Thailand Law and the Exhibitor hereby submits to the non-exclusive jurisdiction of the Thai courts.

## **B33 Venue Rules & Regulations**

### **Safety**

Any unsafe condition or activity must be immediately reported to the Organiser or Event Department and supervisory personnel of the responsible party for immediate corrective action.

### **1. Working Areas**

- a. Absolutely no drugs or alcoholic drinks allowed in the working area.
- b. Bringing in food and beverage from outside providers into the building without prior written authorization by the company will result in a penalty fee of 50,000 Baht per booth per day.
- c. No staff or workers are allowed to stay outside the working area nor can they open the doors of the main entrance themselves.
- d. No weapons or brawls allowed in the working area.
- e. No photos, recording by camera or V.D.O. both indoors and outdoors, without permission.
- f. Transfer or loading of material, goods or other equipment must be done only at the back door of exhibition hall. Loading at the front door is not allowed.
- g. For transfer or loading of equipment or exhibits within the exhibition area, the use of forklifts is permitted if required.
- h. No movement of trolleys, nor equipment or machinery is allowed to run on floors with surface of granite, marble or tiles or similar type of floor surface unless authorized by the centre. If authorized, a min 10 mm. thick plywood must be laid underneath the moved items.
- i. All electricity in the working area will be turned off 30 minutes after the finish of each working day.
- j. Exhibitors/Organisers who will work in the Centre's area must abide by the rules and regulations of the Centre as well as strictly follow instructions given by the centre's operations or security personnel.
- k. Exhibitors/Organisers who will be working must always wear their uniform and/or wear an ID card in the working area. Failing this, security will not allow entry to the building.
- l. In the event the Centre finds that Exhibitors/Organisers do not follow its rules and regulations and this results in any damage to the building, it will disclaim from Exhibitors/Organisers and their personnel a min. Bht. 10,000 or the amount to repair the damage.
- m. Any damage or loss of equipment and other utensils within the building is not the responsibility of the Centre.
- n. Exhibitors must ensure that electrical equipment used in the booth, is turned off each day before leaving.
- o. No sleeping is allowed in the working areas.
- p. The use of a basic electrical outlet on the wall (plug on the wall) for construction is prohibited. The contractor must order a breaker for the use of electricity.
- q. Exhibits containing explosives, radiation or any dangerous materials are strictly prohibited.
- r. Use of LPG gas in the premises is subject to prior permission from IMPACT. If permitted, its use must strictly comply with the agreed procedures.
- s. Installation of electrical fittings must be handled by approved electrical engineers only, and the layout of electrical installations must be submitted to the centre management or via the organiser for approval prior to installation.

### **2. Smoking**

No smoking, eating, resting in the working areas except in the preparation area only.

### **3. Vehicles and Equipment**

- a. Load capacities of the halls are as follows:
  - Halls 7-8 : 2,000 kgs./sq.m.Any vehicles or exhibits exceeding the above weight will require an authorisation and provide floor protection in the form of steel sheet 15 cm. thick for load spreading will have to be provided.
- b. No movement of pallet trucks or any kind of vehicles are allowed to run on floors of granite, marble, tiles or similar types of floor, unless authorised by the centre. If authorised, either plastic sheet, carpet or plywood of 10 mm. thick will be required to cover the floor.
- c. No exhibit or machine exceeding the capacity of the building structure will be allowed to enter the building without prior permission from the authorised representative of the centre. Exhibitors/Organisers must take care during move-in and move-out in accordance with the centre rules and procedures.

#### **4. Aisles, Gangway and Exits**

- a. No obstacles in aisles or, walk-ways nor any obstruction to traffic flow are allowed, especially near the fire exits and main entrance.
- b. All emergency exit doors are only to be opened in emergency situations. They must not be used for other purposes i.e. smoking etc.

#### **5. Fire Regulations**

- a. No flammable welding, sawing or cutting is allowed in the building.
- b. No spray paint is allowed near flammable substances, inside or outside the building.

#### **6. Stand Construction**

- a. Safety is the first concern during design and construction. The use of correct, robust materials and equipment is an essential requirement.
- b. Debris or stains from flammable materials like thinners must be removed from the working areas after the finish each of working day.
- c. No hammering, nailing or cutting the surface, walls or any part of the building.
- d. No glue, 2-sided foam tape nor any material can be pasted or stuck on the walls or on any structure of the building.
- e. Securing slings or wire ropes against any structure of the building is strictly prohibited.
- f. Any covering materials laid directly against the surface of the floor is prohibited as the use of floorboard underneath is required. If necessary, the use of 2-sided tape is possible with prior permission from the centre. If permitted, removal and polishing of the floor to its original condition is required.

#### **7. Waste Disposal**

Washing of tools or any utensils is strictly forbidden in the hall toilets.

#### **8. Noise Limitation**

In the event that the use of speakers is required, they must be approved by the Organiser beforehand and the exhibitor must ensure that the volume does not disturb other exhibitors.