

Mercator Media Limited, Terms & Conditions for Seawork Asia

1. Definitions - "Organisers" shall mean Seawork Exhibition (Shanghai) Company Limited. "Customer" shall mean any person or persons, firm or company, their servants or agents, or contractors. "Contract" shall mean these Rules and Regulations together with the official application form signed and on behalf of the Organisers and the "Space" shall mean the area in the Event building applied for by or allotted to the customer.

2. Application for Space and Allotments - Application for Space must be made on the official Contract, all sections of which must be completed and signed for and on behalf of the Customer and the allotment of Space by the Organisers shall constitute a contract subject to these Rules and Regulations. Changes to space are stated overleaf and may be subject to alteration. The Customer shall occupy the space allocated to him exclusively as notified on the Contract. The Customer may not assign, sublet or grant licenses in respect of any part of the space allotted to him nor may he advertise firms who are not a party to the contract.

3. Bankruptcy or Liquidation - In the event of the Customer being declared bankrupt or going into voluntary or compulsory liquidation or failing to observe and perform the obligations or make payment under the terms of the Contract, the Customer may be determined to be in breach of the Contract and all monies paid by the Customer shall be forfeited without prejudice to the right of the Organisers to claim for breach of contract.

4. Payment - The Exhibitor shall pay to the organisers, Seawork Exhibition (Shanghai) Co., Ltd: a) The Deposit of 25% of the cost of space applied for plus any sponsorship, online or catalogue, booked ("Cost"). b) 35% of the Cost by 8th May 2020. c) 40% of the Cost by 10th July 2020. d) If the Exhibitor fails to make any of the payments within the deadlines the space and/or discount will be forfeited at the Organisers discretion. e) Subject to clause 7, all payments are non-refundable and non-transferable. f) Catalogue and Online – any bookings made separate to the stand booking will be subject to the standard terms for catalogue (invoiced in October) and On-line (invoiced in the month the advertising first appears).

5. Cancellations - a) Exhibitors wishing to cancel a stand reservation must do so in writing to the Organisers. Receipt will be confirmed in writing back to the exhibitor. b) The Organisers incurs considerable costs prior to the exhibition including marketing,

promotion and administration expenses. The following charges will apply to cancellation before the following dates: i) 25% of total stand cost if cancelled prior to 3rd April 2020 ii) 60% of total stand cost if cancelled prior to 29th May 2020 The full cost of the booking is payable if space is cancelled after 29th May 2020.

6. Additional Services and Charges - The Organisers reserve the right to make additional charges to the Customer equal to any amount charged to them for any services supplied whether specifically ordered or not. The Organisers accept no responsibility for quality or standard or breakdown or failure of any of the services provided for or in connection with the Event.

7. Abandonment and Limitation - a) In the event of abandonment, postponement or cancellation of the Event for any reason or limitation of the use of the Event premises or of any of the services provided therein resulting from circumstances beyond the control of the Organisers or intervention by an outside authority or by a decision found necessary by the Organisers, the Customer shall have no claim against the Organisers in respect of loss, delay, costs, expenses, monies or damage and the Customer' liability under this Contract shall not be reduced.

8. Risks and Insurance - a) All exhibits articles and other property brought into the event hall by the Customer, shall be at the sole risk of the Customer. The Organisers shall not be responsible for any loss, damage or destruction occasioned by any cause whatsoever. b) The Exhibitor shall be liable for and agrees to indemnify and keep indemnified the Organisers against any action, liability, costs, claims, expenses, damages and losses (whether loss of profits or otherwise) arising out of any act or omission of whatsoever nature by the Customer within the Event Premises.

9. Event Services Manual - An Event services manual will be issued to the Customer containing detailed instructions for the organisation of the Event, the provisions of which are in all respects part of these Rules and Regulations and are equally binding on all customers.

10. Liability of the Exhibitor and the Organisers - a) The Organisers shall not be liable whether in contract, tort, or otherwise for any loss or damage whatsoever caused to the property of the Exhibitor, his sub-contractors or it or their visitors, servants, or agents, except to the extent that such loss or damage is caused by the negligence of the Organisers or its servants or agents. b) The Organisers shall not be liable whether in contract, tort or otherwise for

death or personal injury caused to the Exhibitor, its sub-contractors or its visitors, servants or agents, except to the extent that such death or personal injury is caused by negligence of the Organisers or its servants or agents. c) The Exhibitor shall hold the Organisers its licensors and agents, servants or representatives at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of any death or personal injury to itself, its agents, servants, visitors or sub-contractors whether arising in contract, tort, or otherwise except to the extent that such death or personal injury is caused by the negligence of the Organisers or its servants or agents. d) The Exhibitor shall hold the Organisers its licensors, and agents, servants or representatives at all times harmless and indemnified against all loss, expense, claims, demands or proceedings whatsoever in respect of injury, loss or damage to the property of the Exhibitor, its servants, agents, visitors or sub-contractors or any property used in conjunction therewith whether arising in contract, tort or otherwise except to the extent that such injury, loss or damage is caused by the negligence of the Organisers or its servants or agents. e) The Exhibitor shall indemnify the Organisers against any loss, expense, damage, claims or proceedings whatsoever caused to, incurred by, or instituted against the Organisers or either of them or any other person whatsoever arising out of the exhibits or goods of any goods exhibitor or any property used in connection therewith or any act or omission of the Exhibitor, its servants, agents, visitors or sub-contractors. f) If the Exhibitor or its servants, agents or sub-contractors should fail to vacate the premises by the relevant dates due to any cause whatsoever, the Organisers will hold the Exhibitor fully responsible for all losses and expenses incurred by the Organisers as a result of such failure. g) The Exhibitor will also be held responsible by the Organisers for damage caused by the Exhibitor to any structures, fixtures or fittings permanent or temporary on the Exhibition site. The Exhibitor may not interfere with the structures of the Exhibition site including but not exclusively, walls, frames, perimeter fences, barriers and other structures erected by the Organisers.

11. Non-compliance with Agreement - The failure of any Exhibitor to comply with this Agreement may (at the Organisers discretion) result in the forfeiture of its Stand at the Exhibition.

12. Exclusion of Personnel - The Organisers reserve the right to exclude or remove from the Event any person or persons whose presence is or is likely to be undesirable and the organisers may

exercise the rights notwithstanding that any person is the servant or agent of the Customer or is otherwise in any way connected with the Customer

13. **Exhibits** - The exhibits on display must be fairworthy quality, properly labelled and must comply with the Rules and Regulations of this Contract. The Customer undertakes responsibility for compliance with the Trade Descriptions Act and the Sales of Goods Act and all environmental regulations and other relevant Acts.

14. **Notice** - Any Notice or other document to be given under these Rules and Regulations shall be in writing and shall be duly given and deemed to have been received by the addressee two working days following despatch, if received at or sent by hand or by registered post or by facsimile/telex or other electronic media to the relevant party at the address or the Contract overleaf or such other address as one party may from time to time give by written notice to the other. The validity, construction and performance of these Rules and Regulations shall be governed by Chinese law and shall be subject to the non exclusive jurisdiction of the Courts of China.

If you have any questions about these Terms & Conditions, please contact -

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