

## TERMS OF CONTRACT

1. **Terms of Reference**

In these rules and regulations the term Exhibitor shall include all employees, servants and agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of exhibiting. The term 'Exhibition' shall mean: SINGAPORE FOOD EXPO 2011. The term 'Organiser' shall mean: SINGAPORE FOOD MANUFACTURERS' ASSOCIATION and/or designated company located at 7 Teo Hong Road, Singapore 088324, Tel: 6221 2438 Fax: 6223 7235

The term 'Contract' means the contract for stand at the Exhibition entered into between the Organiser and the Exhibitor which incorporates the rules and regulations.
2. **Application for Participation**

Participation is open to food manufacturer and trader. All application for participation shall be made on the prescribed application form. The application form shall be submitted to the Organisers or their Representatives accompanied by the required payment. The submission of the application form shall deem to be confirmation of participation and acceptance of the TERMS OF CONTRACT. The Organiser shall reserve the right to accept or refuse any application without any reasons thereof.
3. **Allocation of Stand**

The Organiser shall allocate the stand on first come, first served basis. The Organiser shall reserve the right to change the stand allocated to the Exhibitor at any time prior to the commencement of the build-up of the Exhibition should exceptional circumstances demand, and to alter the size and dimensions of the stand, to transfer or close entrances and exits to the Exhibition hall and to undertake other structural alterations they deem fit. Such changes shall be at the discretion of the Organisers and the Exhibitor shall have no claim for compensation as a result of the changes.
4. **Use of Stand**

Exhibitors are bound to exhibit solely food products and to man the stand with competent personal during the opening hours of the Exhibition. Prior written approval from the Organiser must be obtained for marketing of non-food products. Sale of non-food products without prior written approval is deemed a breach of contract and the Organiser reserves the rights to stop all activities of the stand. Errant Exhibitor shall not be entitled to any compensation.

Exhibitors will be liable for any change to walls or the Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars or walls without prior approval of the Organiser.
5. **Terms of Payment**

Space Rental Rates – Please refer to sales brochure.

  - Booking of stand space shall be accompanied by an initial payment of 50% of the stand rates upon signing the contract.
  - The remaining 50% must be paid to the Organiser on or before 30 April 2011.

Payment by the stipulated dates is a pre-requisite condition governing participation in the exhibition. In the event of default in payment by the stipulated dates, the Organiser shall reserve the right to refuse participation and to claim all dues from the defaulting Exhibitor who shall not be entitled to any form of compensation.
6. **Cancellation of Space**

The organizer shall not accept cancellation of stand space by Exhibitors and no payment shall be refunded from the Organiser.

The organizer reserves all rights to claim from the Exhibitor for all losses incurred due to any cancellation made by Exhibitors.
7. **Changes**

The Organiser reserves the right to change the venue, date and duration if exceptional circumstances demand. In the event of change of venue, date and/or duration, the agreement to participation shall remain in force so long as the Exhibitors are informed at least One month before the changes. In the event of a change of venue and/or date or cancellation of the Exhibition, the Exhibitors shall not be entitled to any claims for compensation in connection with their bookings for participation.
8. **Decoration and Setting Up of Stall**
  - a) All Exhibitors shall only use the official contractor appointed by the Organiser for setting up stands, lightings and all decorations.
  - b) For the Exhibitor's own design, a layout plan of the specific design must be submitted to the organizer for approval by 15th April 2011. Note: Exhibitor's nominated contractor will be required to lodge with the Organiser a refundable performance deposit of \$2,000.00. This deposit will serve to cover any damages arising directly from any infringement. This is without prejudice to any additional claims the Organiser may have on the contractor if the damages exceed the deposit.
  - c) All Exhibitors must complete their stall set-up and decoration before the opening of the exhibition.

d) Charges: \$5500.00nett/unit for standard shell scheme (size: 4m x 3m) including :-

  - Partition walls will be of white powder coated finish. Height at 2.5m
  - White fascia board in vinyl sticker cut out. (300mm ht)
  - 2 units of 40 watt, 4 feet fluorescent tube lights
  - 12sqm of needle-punch carpet laid onto existing flooring
  - 2 units of white plastic chairs
  - 1 unit of white reception desk, 750mm ht
  - 1 unit of 15 amp single phase power point
  - e) Charges for additional facilities: - Please refer to Exhibitors' handbook.
  - f) No decorations are allowed to interfere with other Exhibitors.
  - g) No facilities and signs are allowed on the passage in the Hall.
  - h) Any decorations should be below 4.5m in height. However, Exhibitor may apply for special permission from the Organiser.
  - i) The Organiser may order the Exhibitor to discontinue or restrict construction work or to take any measures for preventing an accident, each to be done at the Exhibitor's expense.
9. **Prohibition**

The Exhibitor is not allowed to do any of the acts set forth below:

  - a) To assign, sell, sub-lease or offer as a security, the position or rights of the Exhibitor in the Application Contract, in whole or part without prior written consent of the Organiser.
  - b) To post or display a signboard, notice board, advertising sign, inside, outside or around the Hall, except in designated place. The same does not apply to cases where the Organiser or Venue Owner's prior consent has been obtained.
  - c) Any acts which will cause damages to the Hall including the booth.
  - d) Staying overnight in the booth space.
  - e) No explanation of the goods through microphone.
  - f) Any other matters not to be allowed in this terms of contract and regulations set forth by the Exhibitor Manual.
10. **Passage Way**

Passage-way between and around the stands shall not be used for any display or sale of goods. The passage-way must be free at all times.
11. **Movement of Exhibits**
  - a) Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the exhibition venue.
- b) Exhibitors shall make their own arrangements for storage and warehousing of their exhibits.
- c) No exhibits will be allowed in or out of the exhibition hall without a delivery order or clearance chit at all times.
- d) Exhibitors shall remove all exhibits from the exhibition hall within the period stipulated by the organizer and shall indemnify the organizer against any loss by reason of the delay or damage to the exhibition hall.
12. **Lightings and Electrical Works**

All Exhibitors shall use the official contractor to handle lighting and electrical works. Exhibitors must order additional fittings and electrical works if their requirement is more than the standard provided for. The Organiser reserves the right to charged double the stipulated rates for electrical installation and stand which are not completed within the stipulated time limit. Please refer to Exhibitors' Handbook for details.

Electrical supply and service are not guaranteed for stands that are not completed within the stipulated time limit.

Exhibitors requiring 24 hours electrical supply must submit their application (refer Handbook) to the official contractor.
13. **Failure of Services**

The organizer shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributed to the cancellation, suspension or reduction of the scheduled exhibition from the period advertised or specified due to: -

  - a) Force Majeure
  - b) Acts of war, military activity, and municipal statutory or civil authority requisition
  - c) Fire
  - d) Damage caused by an aerial object or aircraft
  - e) Strikes or lockouts by workmen
  - f) Breakdown of electricity supply
  - g) Government or Government agencies' advices and/or order due to outbreak of diseases, eg. SARS

And if under circumstances beyond the Organiser's control, the exhibition has to be cancelled, altered in character or reduced in scale, the Exhibitors, their agents or contractors shall have no claim against the Organisers, nor may the Exhibitors withdraw from their contract.
14. **Insurance, Liability and Risks**

All Exhibitors shall insure, indemnify and hold the Organiser and Singex Venue Pte Ltd harmless in respect of all costs, claims, demands and expenses to which they may be subjected as a result of loss or injury to any person howsoever caused while the said person are upon or examining or passing the said exhibition stand, during the tenancy of the exhibition. The liability or risk of the employees, agents or exhibits shall be responsibilities of the Exhibitors. Exhibitors are advised to fully insure all exhibits during the tenancy of the exhibition.
15. **Security**

The Organisers shall take all security precaution in the interest of the Exhibitors and visitors. However, the Organisers shall not be held responsible for any loss or theft of exhibits at the exhibition hall during the build-up, exhibition and dismantling period. The Organiser shall also not be responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.
16. **ENV Regulations**

The Exhibitor undertake to adhere strictly to the Code of Practice as set out by the National Environment Agency and the Rules & Regulations as stated in the Exhibitors' Handbook and to act accordingly to the Organiser's reasonable advice at all times.

Installation of water basin must be complied with for all Cooked Food Booths or any other booths as requested by the National Environment Agency.
17. **Fire Regulations**

All materials used in stand and exhibition construction must be properly fire-proofed in accordance with local regulation. Fire marshals will patrol the exhibition hall and will be authorized to limit any demonstrations that are potential fire hazards.

No gas cylinder, naked lights, petrol or gasoline, dangerous gases, explosives or highly flammable substances are allowed in the exhibition halls at all times. Exhibitors are advised to use hotplate, electrical oven and microwave for cooking demonstration.
18. **Customs and Excise Regulations**

Foreign Exhibitors shall adhere to the Singapore Customs & Excise Regulations for importation of their exhibits. Only duty paid goods are allowed for sale during and after the exhibition. Failure to do so can cause the exhibition or action in contravention of the Singapore Customs and Excise Regulations. All of which shall be the Exhibitors' own liability. The Organiser shall not be held responsible in the event of any loss incurred by the Exhibitor.
19. **Enforcement**

The Organiser reserves the right to stop any company from admission and/or to compel any company to leave the exhibition hall without assigning any reason whatsoever in the event of any company which has not sign this contract of participation directly with the Organiser.
20. **Rules & Regulation**

By signing this contract, the Exhibitor undertake to adhere to the Rules & Regulations as stated in the Exhibitors' Handbook and to act accordingly to the Organiser's reasonable advice at all times.
21. **Indemnity**

All Exhibitors' indemnify and will keep indemnified the Organiser in full from all claims, demand, actions, suits, proceedings, order, damages, costs, losses and expenses of any nature whatsoever which the Exhibitors may suffer or incur from out of any occurrences in, upon or at the Exhibition or any of thereof causes by the Exhibitors.
22. **Assignment**

Exhibitors shall not assign this TERM OF CONTRACT without the express consent of the Organisers in writing.
23. **Major Promotion Activities**

Exhibitors should obtain prior approval from the Organiser for all large/major sales promotion during the Exhibition.

The Organiser reserved the right:-

  - i) to sanction/stop any sales promotion should such approach caused disciplinary problems, inconvenience or deemed a nuisance to the general public and other Exhibitors.
  - ii) to bill the Exhibitor for any additional costs incurred, i.e. manpower, barricades etc.
24. Other Terms and Conditions as per Organiser's Contract with Singex Venues Pte Ltd. (Details can be referred upon request.)