

Kindly revert the completed form to either  
Patrick Leong ([pleong@imec-expo.com](mailto:pleong@imec-expo.com)) or Desmond Tang ([dtang@imec-expo.com](mailto:dtang@imec-expo.com)).

**COMPANY INFORMATION**

Company Name:			
Address:			
Telephone:		Fax:	
Website URL:			
Business Nature:			
Key Products to be Displayed:			
Name Displayed on Booth:			

**BOOTH(S)**

No. of Booths Required:		First Choice:	
		Second Choice:	

**CONTACT PERSON**

Name:			
Job Title:			
Contact No.:			
Email Address:			
Signature:		Company Stamp:	

**FOR INTERNAL USE ONLY**

Received Date:		Received By:	
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## Exhibition Information

### 1. Venue

Exhibition Halls 1 – 5, Ground Floor,  
Kuala Lumpur Convention Centre,  
Kuala Lumpur City Centre,  
50088, Kuala Lumpur, MALAYSIA.

### 2. Event Date & Time

The Exhibition will be open from 9 – 11 August 2023 (Wednesday – Friday).

Exhibition Date	9 August 2023 (Wednesday)	10 August 2023 (Thursday)	11 August 2023 (Friday)
Exhibition Hours	9.00 A.M – 5.00 P.M	9.00 A.M – 5.00 P.M	9.00 A.M – 4.00 P.M

### 3. Types of Booths

a) Standard shell scheme design (3m x 3m)

	Malaysian Exhibitor	International Exhibitor		
Listed Price	RM 16,000	USD \$4,000	€3,900	CNY 27,000
Early Bird Price	RM 15,500	USD \$3,900	€3,800	CNY 26,000

Inclusive of:

- White laminated plywood panel system.
- Fascia board with cut out vinyl sticker of company name, booth number & country flag.
- Needle punch carpet flooring.
- 2 units - fluorescent light.
- 1 unit - 13amp power point.
- 1 unit - information counter.
- 2 units - folding chairs.
- 1 unit - waste paper basket.

3m x 3m standard shell scheme



b) Bare space of 3m x 3m (minimum of 2 booths)

	Malaysian Exhibitor	International Exhibitor		
Listed Price	RM 15,500	USD \$3,900	€3,800	CNY 26,000
Early Bird Price	RM 15,000	USD \$3,800	€3,700	CNY 25,500

\*All prices stated is for 1 booth (3m x 3m)

#### 4. Exhibitor Passes

Each booth space sold, whether standard shell scheme or bare space (3m x 3m) is entitled to **TWO (2)** Exhibitor Passes. Additional exhibitor passes can be requested subject to the approval of the Organizer.

#### 5. Payment Terms

- Deposit of 50% upon receipt of invoice is required to secure your booking.
- Balance of payment is required to be made by **31 January 2023**.
- Any exhibitor who participates after 1 February 2023 will be required to make the full payment.
- Failure to make payment according to the stipulated dates may result in your booth booking being released for re-sale by the Organizer.

#### 6. Booth Selection

Confirmation of booth(s) selection is on a first payment received basis.

#### 7. Cancellation Charges

The following cancellation charges will be imposed for every booth cancelled as per below:

Cancellation Notice	Cancellation Charges
Before 31 May 2023	50% of Booth Cost
After 31 May 2023	100% of Booth Cost

#### 8. Liability/Insurance

Although the Organizers will do its utmost to ensure the security of the area, they shall not be held responsible in the event of any loss or theft of exhibitors' belongings. All exhibitors are responsible to ensure that their items are adequately insured and kept securely.

#### 9. Legal Requirements

It is a legal requirement by the Medical Device Authority (MDA) of Malaysia for all medical devices that are not registered in Malaysia and are brought in for demonstration and marketing purposes at the exhibition to obtain clearance from MDA. For further information, the guidance document can be viewed at the following link: <https://www.mda.gov.my/documents/guidance-documents/1319-20191121-gd-notification-demonstration/file.html>.

## **IMEC EXPO 2023 Terms and Conditions**

Once submitted to IMEC-EXPO Sdn. Bhd. (the Organizer), a Booking Form is irrevocable by Client. The Organizer reserves the right to reject any Booking Form. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent by the Organizer to the Client (whether or not it is received).

### **1. Fees**

1.1. Client shall pay the Fees in cleared funds in accordance with the payment terms stated in the Booking Form. The Organizer shall have no liability whatsoever if Client pays the Fees (or any proportion thereof) into any bank account other than the bank account specifically designated by the Organizer to Client for payment. In particular, the Organizer shall not be responsible for any losses suffered by Client due to third party fraud or misdemeanor, including, without limitation, false change of bank account communications, identity theft and other scams. Payment of the Fees into the Organizer's designated bank account only shall satisfy Client's payment obligations under this Contract. To the extent that Client receives any communication notifying Client of a change in the Organizer's designated bank account, Client is required to verify the authenticity of the same directly with the Organizer. Without prejudice to any other right or remedy it may have, if the Organizer does not receive the Fees into the designated bank account in cleared funds by the due date for payment, the Organizer shall be entitled to:

- (i) refuse Client, its employees and other representatives' entry to the Exhibition, and/or
- (ii) refuse to provide any element of the Package.

1.2. It is the intent of the parties that the Organizer will receive the Fees net of all applicable taxes, including, without limitation, sales, service or withholding taxes (Taxes), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

### **2. Client's General Obligations**

2.1. Client shall comply with

- (i) all laws (including, without limitation, all laws relating to anti-bribery and corruption or trade sanctions),
- (ii) any instructions issued by the Organizers or Kuala Lumpur Convention Centre (the Owner) (including, without limitation, in relation to health and safety or security requirements), and
- (iii) the provisions of the Manual (if any), including, without limitation, any rules, regulations and operational requirements stated therein.

2.2. Client warrants that:

- (i) it has the right, title and authority to enter into this Contract and perform its obligations hereunder, and
- (ii) the person signing this Contract on behalf of Client has the requisite authority to do so.

2.3. Client, its employees and other representatives must not:

- (i) act in any manner which causes offence, annoyance or inconvenience to the Organizer, the Owner or any other Exhibition participants and attendees,
- (ii) do anything which might adversely affect the reputation of the Organizer, the Owners, the Exhibition or other Exhibitors and/or
- (iii) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of Client.

2.4. The Client is solely responsible for obtaining passports, visas and other necessary documentation for entrance into the country where the Exhibition is held. If Client, its employees and other representatives cannot attend the Exhibition due to a failure to obtain such documentation, the Fees shall remain due and payable in full.

2.5. Client is solely responsible for obtaining any licenses or other necessary consents required for Client to participate in the Exhibition, including, without limitation, any licenses or other necessary consents required for the playing of music or any other audio or visual material by Client.

2.6. Client consents to its details (including, without limitation, its name, logo or any other information) being:

- (i) published in the Exhibition show guide and any other Exhibition promotional materials, and
- (ii) displayed on the Exhibition website. Although the Organizer shall take reasonable care in any such publication/display, it shall not be liable for any errors, omissions or misquotations that may occur.

2.7. All unauthorized filming, sound recording and photography of the Exhibition and transmission of audio or visual material is expressly prohibited unless prior approval and consent has been obtained from the Organizers. Client consents to:

- (i) the filming, sound recording and photography of the Exhibition, which may include, without limitation, Client's employees and other representatives, and
- (ii) the use by the Organizer of any such film, sound recording or photography anywhere in the world and in any form for promotional and other purposes.

### **3. Visitor, Delegate and Client's Personnel/Sub-Contractor Passes**

3.1. Where visitor passes and/or delegate passes are issued as part of the Package, they are issued subject to the Organizer's terms and conditions applicable to visitors and/or delegates (as applicable) in force from time to time. Client will be supplied with passes for its personnel and sub-contractors (as applicable) who are working at the Exhibition and such passes must be produced by such personnel/sub-contractors on request at the Exhibition. The Organizer may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

### **4. Limitations of Rights Granted**

4.1. Client's rights in relation to the Exhibition are strictly limited to those set out in the Package. Client shall be permitted to advertise in a proportionate manner on its own website the fact of its attendance and participation in the Exhibition, including, without limitation, by providing a web link to the Exhibition's website, provided that the Organizer may request at any time



and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to:

- (i) exploit any rights of a commercial nature in connection with the Exhibition;
- (ii) establish a website relating to the Exhibition; or
- (iii) otherwise promote or advertise its association with the Exhibition or the Organizer, except as expressly stated herein or with the prior written consent of the Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or license to use or exploit the Intellectual Property Rights of the Organizer.

**5. Changes to the Exhibition**

5.1. The Organizer reserves the right without liability at any time and for any reason to make reasonable changes to the format, content, venue and timings of the Exhibition. If any such changes are made, this Contract will continue to be binding on both parties, provided that the Package shall be amended as the Organizer considers necessary to take account of the changes.

**6. Cancellation and Changing the Date of the Exhibition by the Organizer**

6.1. The Organizer reserves the right to cancel or change the date of the Exhibition at any time and for any reason including, without limitation, if a Force Majeure Event (any event arising that is beyond the reasonable control of Informa (including, without limitation, royal demise, venue damage or cancellation, industrial dispute, governmental regulations or action, military action, epidemic, fire, flood, disaster, third party contractor/supplier failure, civil riot, acts of terrorism or war) occurs which the Organizer considers makes it impossible, inadvisable or impracticable for the Exhibition to be held.

6.2. In the event that the date of the Exhibition is changed or where the Exhibition is cancelled for the current year but is reasonably expected by the Organizer to be held in the following year, this Contract will continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition on the new date (or the Exhibition in the following year, as the case may be) in the same way that they would have applied to the originally scheduled Exhibition. For the avoidance of doubt, nothing in this Condition 6.2 shall excuse Client from the payment of the Fees in accordance with the payment terms stated in the Booking Form.

6.3. Where the Exhibition is cancelled and is not reasonably expected by the Organizer to be held in the following year the terms of this Condition 6.3 shall apply:

6.3.1. if the Exhibition is cancelled other than as a result of a Force Majeure Event (in which case the provisions of Condition 6.3.2 apply), this Contract shall terminate without liability provided that, at Client's election, any proportion of the Fees already paid will be refunded or a credit note for the amount of the Fees already paid will be issued and Client will be released from paying any further proportion of the Fees;

6.3.2. if the Exhibition is cancelled as a result of a Force Majeure Event, this Contract shall terminate without liability provided that:

- (i) The Organizer shall be entitled to retain an amount equal to 50% of the total Fees (the Revised Fees) from any proportion of the Fees already paid or, where no Fees have been paid or where the proportion of the Fees already paid is less than the Revised Fees, the Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which will become immediately due and payable; and
- (ii) (after the deduction of the Revised Fees, at Client's election, any proportion of the Fees

already paid will be either refunded or a credit note issued for the amount of Fees already paid and Client will be released from paying any further proportion of the Fees.

6.4. Client acknowledges that the provisions of this Condition 6 set out Client's sole remedy in the event of cancellation or the changing of the date of the Exhibition and all other liability of the Organizer is hereby expressly excluded.

**7. No Right of Cancellation by Client**

The application for the Package is irrevocable by Client and Client has no rights to cancel this Contract. Save as expressly set out in these Conditions, no refunds will be given and the Fees shall remain due and payable in full.

**8. Termination**

8.1. The Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Client:

- (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any member of the Organizer Group and Client and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Exhibition); or
- (ii) goes into liquidation, is declared insolvent, ceases to carry on business or suffers any analogous event in any jurisdiction. Without prejudice to any other right or remedy it may have, in the event that the Organizer terminates this Contract pursuant to this Condition 8.1, the Organizer shall not be required to refund any Fees received from Client and the Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which will become immediately due and payable.

8.2. The Organizer may terminate this Contract without liability immediately at any time by written notice to Client if the Organizer:

- (i) determines in its absolute discretion that the provision of the Package to Client is not
  - (a) in the best interests of the Exhibition, and/or
  - (b) in the Organizer's legitimate commercial interests, and/or
- (ii) is required by any applicable law or instructed by any financial institution to cease trading
  - (a) with certain individuals and/or entities, and/or
  - (b) in certain geographical locations. In the event that the Organizer terminates this Contract pursuant to this Condition 8.2, any proportion of the Fees already paid will be refunded and Client will be released from paying any further proportion of the Fees. Client acknowledges that the refund of Fees paid is Client's sole remedy in the event of termination by the Organizer under this Condition 8.2 and all other liability of the Organizer is hereby expressly excluded.

8.3. Upon any termination of this Contract, without prejudice to any other right or remedy it may have, the Organizer reserves the right without liability to close Client's exhibition stand, remove Client's employees and other representatives from the Exhibition, cover over any Materials, remove and dispatch any exhibits or other property of Client to Client's address (at Client's risk and expense). The Organizer shall be free to re-sell any aspects of the Package as it shall think fit.

## **9. Liability and Indemnity**

9.1. The Organizer does not make any warranty as to the Exhibition or Package in general, including, without limitation, in relation to:

- (i) the presence, absence or location of any other exhibitor, sponsor or Exhibition attendee; or
- (ii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Exhibition. Except as set out in these Conditions, to the fullest extent permitted by law, the Organizer excludes all conditions, terms, representations and warranties relating to the Exhibition and the Package that are not expressly stated herein.

9.2. The Organizer shall not be liable to Client for any loss or damage suffered or incurred by Client in connection with the provision of any services supplied by third parties in relation to the Exhibition and/or the Package, including, without limitation, the provision of utilities, AV, stand-building, shell scheme, graphics, freight shipment, logistics, transportation and delivery services supplied by third party contractors or the Owners. Without limitation to the foregoing, Client acknowledges that services provided to Client by the Organizer's official or recommended contractors are the subject of a separate agreement between Client and the relevant contractor(s).

9.3. Subject to Condition 9.5:

- (i) The Organizer shall not be liable to Client for any (a) indirect or consequential loss, loss of profits, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss, or (b) loss (or theft) of or damage to the person, property and effects of Client, its employees or other representatives, and
- (ii) The Organizer's maximum aggregate liability to Client under this Contract or otherwise in connection with the Exhibition and/or the Package shall be limited to the total amount of the Fees paid by Client.

9.4. Client shall indemnify the Organizer against:

- (i) any loss of or damage to any property or injury to or death of any person caused by any act or omission of Client, its employees, other representatives or sub-contractors, and
- (ii) any loss, damage or expense suffered or incurred by the Organizer as a result of a third-party claim that either
  - (a) the display of any exhibits by Client at the Exhibition, or
  - (b) the Organizer's receipt or use of the Materials, constitutes an infringement of the Intellectual Property Rights of any third party.

9.5. Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by the applicable law.

## **10. General**

10.1. The Organizer reserves the right to refuse any person entry to the Exhibition or to remove any person from the Exhibition at any time.

10.2. From time to time, the Organizer, the Owner and their respective employees, other representatives or sub-contractors may enter the Venue to carry out works, repairs or alterations or for any other purposes which they deem necessary. The Organizer (and its employees, other representatives and sub-contractors) shall not be liable for any damage, loss or inconvenience suffered or incurred by Client, its employees or other representatives by reason of any matter relating to the works carried out.

10.3. Without prejudice to Condition 6.3.2, the Organizer shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. For the avoidance of doubt, nothing in this Condition 10.3 shall excuse Client from the payment of the Fees under this Contract.

10.4. Nothing in this Contract shall create a partnership, joint venture or agency relationship between the parties.

10.5. If and to the extent that there is any conflict between these Conditions and the Booking Form, the terms of the Booking Form shall prevail.

10.6. Each party acknowledges that this Contract constitutes the entire agreement between the parties in relation to the Exhibition and that it does not rely upon any statement, representation, assurance or warranty that is not set out in this Contract. No variation of this Contract shall be effective unless it is made in writing and signed by both parties.

10.7. Client may not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of the Organizer. A person who is not a party to this Contract shall not have any rights under or in connection with it. The Organizer shall be entitled to sub-contract any and all of its obligations under this Contract to any third-party contractor assisting the Organizer with the staging of the Exhibition and the consent of Client shall not be required.

10.8. No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.

10.9. If any provision of this Contract is or becomes invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this Condition 10.9 shall not affect the validity and enforceability of the rest of this Contract.

10.10. This Contract shall be governed by the laws of Malaysia and such federal laws of Malaysia as are applicable in the Federal Territory of Kuala Lumpur.