

STAND APPLICATION, CONTRACT FORM AND TERMS & CONDITIONS

COMPANY INFORMATION (*=Compulsory)

Company Name* : _____

Address* : _____

State* : _____ City* : _____

Main Phone* : _____ Fax* : _____

Company Email* : _____ Website* : _____

Trade name or DBA (if different from the Company Name, the Trade Name will appear) : _____

NOTE: The company name, trade name and information above will appear in the Official Guide to US Exhibitors, if the exhibitor does not make any modifications to this effect.

Primary Contact* : _____ Title* : _____

Direct Phone* : _____ Email* : _____

INVOICE ADDRESS

Company Name: _____ To the ATTN of: _____

Address: _____ City : _____

State/Province: _____ Zip Code: _____ Country: _____

Phone: _____ Fax: _____ Email: _____

ADDITIONAL CONTACT INFORMATION

<p>1-BOOTH COORDINATION</p> <p>Name: _____</p> <p>Phone: _____</p>	<p>2-MEDIA & MARKETING COMMUNICATIONS</p> <p>Name: _____</p> <p>Email: _____</p>
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<p>3-STAND BUILDER (SPACE ONLY APPLICANTS)</p>	
<p>Builder: _____</p>	<p>Contact Name: _____</p>
<p>Phone: _____</p>	<p>Email: _____</p>

Send completed application to:
Marc ZUFFERLI - Email: contact@pandci.com - Tel: +1 202 499 1465 (ext 1)

DO YOU HAVE AN INTERNATIONAL OFFICE?

OFFICE BRANCH
 DISTRIBUTOR

Company Name: _____
 Address: _____ City : _____
 State/Province: _____ Zip Code: _____ Country: _____
 Phone: _____ Fax: _____ Email: _____

COMPANY PROFILE

Are you a US Company or affiliated to one?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a foreign distributor of US product?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a first-time exhibitor at LIMA ?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you new to Malaysian market?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your company less than 500 employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are you a member of an association?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

WE REQUEST THE FOLLOWING BOOTHS*: 1st choice _____

2nd choice _____

3rd choice _____

**if booth numbers are not yet available, please consult with the salesperson listed on the right for booth preferences*

SPACE SELECTION & PRICING

SPACE SELECTION (Check only one box and then type in the dimensions)
See prices in the document enclose

Shell Scheme (carpet, walls and furniture)

_____m x _____m = _____m² x € _____/m² = € _____

Bare Surface (raw space with no modulation or carpet)

_____m x _____m = _____m² x € _____/m² = € _____

Grand Total _____ = € _____

Deposit Due (50% of Total) when signing _____ = € _____

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CANCELLATION POLICY

Because Management bases its irrevocable space & rental commitment on the Exhibitor's participation commitment, by signing the Stand Application and Contract Form, the Exhibitor is committed to paying 50% of the Total Participation Fee on all applications received before January 1st, 2019, and 100% of the Total Participation Fee on all applications received after January 1st, 2019. A formal cancellation will not only result in a forfeiture of all payments, but Exhibitor will remain liable for payment of the Total Participation Fee. Additionally, if cancellation occurs within 120 days of Opening Day, and you have reserved Space Only, you are responsible to build on this space. See Terms and Conditions for further details.

TERMS AND CONDITIONS

The Terms and Conditions appearing on Page 4 of this agreement are hereby incorporated by reference and we, the undersigned (the Exhibitor) agree to be bound hereby. The person(s) signing this document expressly represents to Management that (s)he is authorized by Exhibitor to bind it to the terms hereof. The undersigned acknowledges that (s)he has read and accepts the terms as set forth in the entirety of this Stand Application & Contract.

SIGNATURE SECTION

By signing here I certify have read and agree to the terms and conditions above and on the reverse of this form and that I am authorized to make legally-binding decisions on behalf of my company.

Date _____

Printed name and Title of Signatory _____

Signature _____

TERMS AND CONDITIONS

The following conditions, as well as any and all rules and regulations laid down by the show organizers of **LIMA 2019**, "THE SHOW", are part of the Participation Agreement made through signing of this "STAND APPLICATION, CONTRACT FORM AND TERMS & CONDITIONS", as though fully incorporated therein, and each participant, hereinafter referred to as "Exhibitor", is bound by each and every one thereof.

PC International LLC, hereinafter referred to as "Management", undertakes within the framework of the offer submitted to carry out the project described in The Show's US International Pavilion sales package, on the condition that the requisite number of Exhibitors apply.

Space Assignments: Management and the show organizers have the sole authority to assign, reassign and allocate exhibit space. Management reserves the right to accept or refuse applications for any reason and confirmation of participation is made solely by Management. No assignment will be official until a completed application and the proper payment has been received and accepted by Management. The location and layout of the US International Pavilion are subject to change at the sole discretion of Management and the Show Organizers. Space numbers printed in the Pavilion floor plan are for pavilion reference use only. Official booth numbers will subsequently be assigned to each exhibitors at a later date.

Two-Storey Stands: The Construction of a two-storey stands will be permitted within the halls subject to the organizers rules & regulations, to include height restrictions, set-backs and size constraints. Construction of the two-storey section of the stand should be carried out in accordance with applicable building regulations. The upper level of the stand will be subject to charge for the area utilized.

Exhibitor's Insure: Exhibitors must obtain or provide insurance protection for all the third party risks and to ensure that Management, the Organizers, their Related Bodies Corporate and their respective Personnel are named as insured's in the insurance policy covering the Exhibitors participation in The Show. The minimum insurance protection which Exhibitors are required to obtain or provide in respect of their participation in The Show is the higher of a) the existing third party insurance of the Exhibitor; or b) an amount not less than one million US\$ dollars (US \$1,000,000) for any one accident for occurrence.

Exhibitors agrees to provide their own property and liability insurance, to make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from Management. Exhibitor agrees to keep a fully equipped, staffed stand at all opening hours throughout The Show. Should an Exhibitor's stand to be

left unattended, Management may take provisions to equip and staff the stand at the Exhibitor's expense. Exhibitor also agrees to take responsibility for all costs for shipping, duties, and handling of all goods and materials, and the removal of said material from the exhibition site after the event. Management has the right to have any material left by an exhibitor removed after the close of The Show at the Exhibitor's expense.

Sharing of Stand: Exhibitors agrees not to share or sublease the contracted space or stands without the express, written consent of Management. In cases where Exhibitor has co-exhibitors within its exhibit, the primary Exhibitor will be responsible for all the group's payments.

Liability: Exhibitors, their contractors and their respective Personnel participate in The Show at their own risk. The Exhibitor agrees to indemnify and hold harmless the Management, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. The Management shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risks, and should be safeguarded at all times. The Exhibitor agrees that Management shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. Exhibitor agrees to indemnify Management against and hold it harmless for any claims and for all damages, costs and expense, including, without limitation, attorney's fees and amount paid in settlement, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agent or Employees.

Payment Schedule and Prices: A deposit of 50% of the total participation fee is required at the time of submission of the application. Any remaining balance due must be made by **February 10th 2019**. Space applications received **after January 1st 2019** will be invoiced 100%. **No exhibit space assignments will be made to companies who have not paid the proper deposit.** Management has the right to replace any exhibitors who has not paid its total participation fee in full by **February 15th 2019**. The cancellation policy listed below will apply in that case. **All prices are in US Dollars (US\$).** Management reserves the right to vary prices or impose a surcharge at any time prior the opening of The Show if either: a) there are significant increases in the rate of currency exchange, duties or taxes or b) there are increases in the costs in connection with conducting The Show.

TERMS AND CONDITIONS

Exhibitor Cancellation or Space Reduction: Because Management bases its irrevocable space & rental commitment on the Exhibitor's participation commitment, by signing the Stand Application and contract Form the Exhibitor is committed to paying 100% of the Total Participation Fee to Management regardless of written notice from Exhibitor to cancel participation. On all participations received before December 31st 2018 a deposit payment of 50% of the total Participation Fee is due immediately and the balance is due January 1st 2019. On all applications received after January 1st 2019, 100% of the Total Participation Fee is immediately due from Exhibitor. A formal cancellation will not only result in a forfeiture of all payments, but Exhibitor will remain liable for payment of the Total Participation Fee. The cancellation fees are considered to be liquidated damages for the injuries Management will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor also acknowledges that its withdrawal or reduction from its reserved space at a time when other entities would be interested in occupying it will cause Management to sustain damages. In such situations, the Management's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence. If cancellation occurs and you have reserved Space Only, you are responsible to build on this space. If the exhibitor decide to downsize his surface, after November 1st 2018, his discount will be cancelled.

Show Cancellation: In the event of cancellation of The Show or any part thereof for any reason whatsoever, Management shall not be under any liability whatsoever for the expenditure, loss or liability incurred by Exhibitors, and Management shall be entitled to retain all sums paid by Exhibitors or such part thereof as the Management, in its absolute discretion, considers necessary to cover Managements expenses incurred with The Show.

Force Majeure: In the event of fire, war, inclement weather, public calamity, force majeure or other reasons beyond Management's control preventing all that is indispensable to the staging of the US pavilion, Management may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is herewith expressly agreed that Exhibitors shall have no rights of preferring claims against Management on any ground or for any reasons whatsoever.

In the event that The Show is Certified by the U.S. Government, then the following clause also applies: The exhibitors and their companies, on behalf of themselves and any of their officers, employees or agents, agree to release and hold harmless the U.S. Government from liability for any illness, injury, loss of life, or damage or loss of property occasioned by or connected with participation in the trade fair, and not arising from the negligent or wrongful act(s) of Government employees.

Exhibitors affirms that, to the best of his knowledge, it has the legal authority for use of any intellectual property associated with any product or promotional mater that he will display, offer, or otherwise use in its exhibit at the trade show/event a that it will not knowingly infringe the intellectual property rights of another party.

By signing the appropriate box on page three of this form I acknowledge having read and agreed to these terms and conditions.



P&C International
Alexander Condo Uni 1219
5225 Collins Avenue 33140 Miami Florida

For any question:

Marc ZUFFERLI +1 202 499 1465 (ext 1)

Pauline PILTANT +1 202 499 1465 (ext 3)

Send completed application to:
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