



ASEAN

BANGKOK - THAILAND 5 - 7 SEPT 2019

THE SOUTHEAST ASIAN TRADE SHOW FOR CONSTRUCTION AND INFRASTRUCTURE

Co-located with:



BOOTH RESERVATION & CONTRACT FORM

All details to be completed in block capital letters and email to:

victor.ballu@comexposium.com or sylvie.monichon@comexposium.com

A. CONTACT INFORMATION

Company Name _____

Contact Name _____

Address _____

Address 2 _____

City _____

Postal Code _____

Country _____

Tel Number _____

Fax Number _____

Mobile Number _____

Email Address _____

Product's Brand _____

Headquatre Office _____

Product's Type _____

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B. YOUR ACTIVITY (please tick)

INTERMAT ASEAN

EARTHMOVING & DEMOLITION

- Accessories, components, parts for earthmoving and demolition
- Machines & equipment for earthmoving and civil engineering
- Machines & equipment for demolition, environment & recycling
- New technologies for earthmoving & demolition

LIFTING, HANDLING AND TRANSPORTATION

- Accessories, components, parts for lifting & transportation
- Material handling and lifting equipment and machinery
- New technologies for lifting, handling & transportation
- Vehicles & equipment for materials transportation
- Vehicles for passengers transportation (LCV)

BUILDINGS

- Accessories, components, parts for buildings
- Formworks & Scaffolding
- Site equipment & tools
- Materials for building and construction
- New technologies for buildings
- Topography, new technologies, engineering, automatic systems

ROADS, MINERALS & FOUNDATIONS

- Accessories & components for roads, minerals and foundations
- Equipment & materials for roads infrastructure/maintenance
- Machines and equipment for minerals industries
- Drilling, boring, special foundations, trenching machines

SERVICES

- Building contractors
- Services & training
- Press, communication

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INTERMAT • 70 AVENUE DU GÉNÉRAL DE GAULLE - 92058 PARIS LA DÉFENSE CEDEX - FRANCE
TEL.: + 33 (1) 76 77 11 11 - FAX: + 33 (0) 1 53 30 95 36 - E-MAIL: INTERMAT@COMEXPOSIUM-SERVICES.COM
SE INTERMAT - SA AU CAPITAL DE 80 000 € - RCS NANTERRE N° 339 486 623



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CONCRETE ASIA

MATERIALS

- Concrete and cement producers
- Construction materials for fresh concrete (admixtures, aggregates, cements,...)

READY MIXED CONCRETE

- Equipment for delivering, placing & handling ready-mixed concrete
- Plant and equipment for concrete production
- Concrete hauling, concrete and mortar handling, concrete compaction

PRECAST CONCRETE

- Plant & equipment for precast concrete
- Equipment for fabricating reinforcement

DECORATIVE CONCRETE

- Machinery & equipment for special and decorative concrete
- Concrete surface preparation

OTHER MACHINERY AND EQUIPMENT

- Concrete industry, other machinery and equipment
- Concrete-cutting equipment
- Concrete repair

RECYCLING

- Environment recycling and demolition for Concrete

CONCRETE TECHNOLOGY

- New technologies, service and engineering for concrete
- Press & communications

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BOOTH RESERVATION & CONTRACT FORM

C. EXHIBITION STAND (Stand Details and Prices in EUR)

BOOTH TYPE

	Quantity	Cost Per unit	Total Cost
<input type="checkbox"/> SHELL SCHEME PACKAGE: Min 9 sqm	_____ sqm	x € 335	_____
<input type="checkbox"/> SPACE ONLY: Min 27 sqm	_____ sqm	x € 290	_____
- Corner booth charge 2 open sides		€ 145	_____
- Corner booth charge 3 open sides		€ 320	_____
- Corner booth charge 4 open sides		€ 460	_____
<input type="checkbox"/> OUTDOOR AREA: Bare Space/Raw Space (min. 100 sqm)	_____ sqm	x € 145	_____
Registration & Marketing Fee: Compulsory Fee that includes online web promotion, show directory, other online features and benefits, entries, product listing	_____	€ 240	_____
Co exhibitor Registration & Marketing Fee: Compulsory Fee that includes online web promotion, show directory, other online features and benefits, entries, product listing	_____	_____ x € 240 (nb of coexhibitors)	_____
<input type="checkbox"/> PROMOTIONAL PACKAGE			
- Pack logo: your logo on the map in the show directory, in the exhibitors list, on the map posted at the trade fair, as well as the map on the web site	_____	€ 670	_____
- Name of your company in bold and red (web site and show directory)	_____	€ 140	_____
- Full Page Color Advertisement in show directory	_____	€ 2,260	_____
- Advertising banner on the home page	_____	€ 670	_____
- Sponsorship Platinum Pack	_____	€ 6,300	_____
- Sponsorship Gold Pack	_____	€ 4,200	_____
- Sponsorship Silver Pack	_____	€ 3,200	_____

TOTAL	_____	€HT
VAT (20%)	_____	€HT
GRAND TOTAL	_____	€HT

Name and Designation _____

Date _____

Exhibitor's Signature & Company Stamp



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D. BOOTH SPECIFICATIONS

Exhibitor can rent either a **SPACE ONLY** or a **SHELL SCHEME** booth.

SPACE ONLY: Customize your own ideal booth and showcase your product/Service in the most suitable setting. This one of a kind creation will surely be recognized and make your product/Service stand out.

- Price Includes general security & cleaning services.
- Free standard entry in show directory: 150 words & full contact details.

SHELL SCHEME: Professional and convenience in usage yet modern look that suits the overall vibe of the exhibition.

Price Includes the rental of ready-built stand, carpet, fascia name board, lightings, 5 amp power socket, 2 chairs, rubbish bin, showcase counter (Furniture package varies according to stand size).

- Price Includes general security & cleaning services.
- Free standard entry in show directory: 150 words & full contact details.

E. CONDITIONS OF PAYMENT

PAYMENT SCHEDULE

Payment is to be made to the deadlines and according to the terms hereinafter:

1st instalment: must be included with the application form. You will be sent an invoice by mail.

The first payment is for

_____ sqm x € 90 = _____ €

Balance must be paid upon invoice reception from the date of March 27th 2019.

Any registration received less than thirty (30) days before the Exhibition must include payment of all sums owed by the exhibitor.

PAYMENT BY (check the appropriate box)

- Cheque made payable to: COMEXPOSIUM.
 Bank transfer:

ACCOUNT NAME			
BNP PARIBAS PARIS IDF INSTITUTIONS (02837)			
Bank code	Branch code	Account n°	RIB/Key
30004	02837	00010959832	94
IBAN (International Bank Account Number): FR76 3000 4028 3700 0109 5983 294		BIC: BNPAFRPPXXX	

A copy of the bank transfer notice must be included with your registration kit. All bank charges must be paid by the exhibitor.

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F. YOUR COMMITMENT

I confirm I have read and possess a copy of the General Terms and Conditions of Participation; the General Terms and Conditions of Sale for Communication Tools and I accept all the clauses without restriction or reservation.

I will also read through all the information about the details of my participation in the Show, available in the "Practical Information" section of the Exhibitors' Space which can be accessed from the Show's website, and will comply with all its provisions.

I will take out, with an insurance company, all necessary insurance policies to cover my legal liability as well as that of any person participating directly or indirectly in my business activities and/or those of my company, for any bodily injury, property damage and consequential loss caused to third parties during their participation and/or my company's participation in the Show (including during the set-up and break-down phases). Upon request, I will provide the Organiser with the corresponding current insurance certificate from my insurer stating the cover taken out, the sums involved and the period of validity. Failing this, the Organiser reserves the right to refuse me access to the Show, without this action giving me any right to compensation.

I am responsible for ensuring that the companies present on my stand respect the General Terms and Conditions of Participation. I am liable for any violation of said terms and conditions by the companies present on my stand, and I undertake to cover the Organiser in respect of any appeal, dispute, charge, judgement or miscellaneous outlay arising from these companies in respect of their participation in the Show.

I acknowledge that, if my application to participate in the Show is approved by the Organiser, I will definitively be bound to participate in the Show. Failing that, I must pay a sum to the Organiser, in the name of the penalty clause, of 100% of the total price of my participation in the Show*.

**(Exceptions made to First-registered Exhibitors benefiting from the "Rebooking" specific provisions laid out in article 2a of the General Terms and Conditions of Participation).*

I hereby request to be registered as an Exhibitor at INTERMAT ASEAN or CONCRETE ASIA and declare having the due authorisations and powers necessary to enter into a contract for this registration.

Signatory name _____

Signatory's position at the company _____

Place _____ Date _____

Signature

Information about you will be gathered by Comexposium in order to manage your registration and your participation in INTERMAT ASEAN and to be able to send you news and business proposals, depending on your preferences. This information is required. In accordance with the applicable regulations, you have the right to access, correct and delete your personal data and to object to their processing. You can exercise these rights by writing to Comexposium at 70 avenue du Général de Gaulle 92058 Paris La Défense cedex or privacy@comexposium.com.

You may receive news and business proposals about the INTERMAT ASEAN, CONCRETE ASIA show and INTERMAT's other events. If you do not wish to receive these, please check this box:

- Please send me news and business proposals about the Comexposium Group's other events.
- Please send me news and business proposals about the partners of SIMA ASEAN and of the Comexposium Group.

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TEL.: + 33 (1) 76 77 11 11 - FAX: + 33 (0) 1 53 30 95 36 - E-MAIL: INTERMAT@COMEXPOSIUM-SERVICES.COM
SE INTERMAT - SA AU CAPITAL DE 80 000 €- RCS NANTERRE N° 339 486 623

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PARTICIPATION

The present standard terms and conditions (hereinafter referred to as the "Terms and Conditions") shall apply to all those exhibitors (hereinafter referred to as the "Exhibitor(s)") who make a request for admission to the INTERMAT ASEAN and CONCRETE ASIA show (hereinafter referred to as the "Show") organised by COMEXPOSIUM (a limited company incorporated in France having a share capital of 60.000.000 EUR, whose registered office is located at 70 avenue du Général de Gaulle, 92058 Paris La Défense Cedex, France, registered with the Nanterre Trade and Companies Registry under number 316 780 519 hereinafter referred to as the "Organiser") at the IMPACT Exhibition and Convention Centre, Bangkok, Thailand (hereinafter referred to as the "Site").

Within the context of its application to participate, the Exhibitor confirms having read through these Terms and Conditions and, where available, any Specific Rules for the Show, as well as all the information concerning the details of the Exhibitor's participation in the Show, available in the "Practical Information" section of the Exhibitors' Space which can be accessed from the Show's website, and undertakes to accept all the clauses thereof, without reservation or restriction.

Admission to the Show entails the Exhibitor's complete acceptance of these Terms and Conditions, as well as all the documents referenced herein.

The Organiser reserves the right to modify these Terms and Conditions without notice. Any changes hereto will be brought to the Exhibitor's attention. Modifications resulting from changes in regulations and/or relating to personal and property safety will have immediate effect, without the need to sign any document on the subject.

In the event of modification of the dates and/or the site hosting the Show, determined by the Organiser for any reason whatsoever, or of any change to these Terms and Conditions which do not have immediate effect as set out in the above paragraph, the Exhibitor will be notified of that change. Unless the Exhibitor cancels its application to participate by means of registered post with confirmation of delivery, sent to the Organiser within 15 days of the said notification, the Exhibitor will be considered as having accepted the new dates and/or site hosting the Show, or the amended version of the Terms and Conditions.

Furthermore, it is expressly agreed that under no circumstances shall admission to the Show oblige the Organiser to admit the Exhibitor to any future shows or any other events organised by the Comexposium Group to which the Organiser belongs and shall not confer upon the Exhibitor any booking rights or priorities.

2. COMMITMENT - ADMISSION

All applications to the Show are subject to examination by the Organiser which reserves the right to assess and verify the following non-exhaustive list of information:

- the creditworthiness of the applicant,
- the compatibility of the applicant's activities with the nomenclature of the Show,
- the match between the products or services offered by the applicant and the positioning of the Show,
- the neutrality of message that the applicant could deliver at the Show.

All proselytising and/or militarism that could interfere with the smooth running of the Show is strictly prohibited.

Applications coming from those who remain indebted to the Organiser or any company from the Comexposium Group and/or in dispute with the Organiser or any company from the Comexposium Group will not be considered.

The Organiser will notify the Exhibitor of its decision (approval or rejection of the application) by electronic mail.

In the case of the Organiser's approval of the application to participate in the Show, the Organiser and the Exhibitor will be definitely committed one to the other by means of a contract whose contents comprise the Exhibitor's application as approved by the Organiser, these Terms and Conditions, and the other documents referenced in Clause 1 above.

Consequently:

- the Organiser will provide the Exhibitor with a stand that matches the characteristics indicated by the Exhibitor in its application and will supply

the additional services requested in that application, without prejudice to the provisions set out in Clause 10 below,

- the Exhibitor will pay the amounts indicated in its application and will conform to these Terms and Conditions, as well as to all the documents referenced in Clause 1 above.

The Exhibitor may not cancel its participation in the Show for any reason whatsoever, including in the case of a disagreement on the space allocated to it in accordance with Clause 10 below.

In the event of rejection of the application, the Organiser will, as applicable, refund the amount of the first payment already made by the Exhibitor.

It is expressly specified that the Organiser reserves the right to reject any application as it sees fit and cannot be held liable for any damages.

The Organiser reserves the right not to consider applications submitted after the deadline for registration defined by the Organiser. After this date has passed, the Organiser no longer guarantees the availability of the stands.

2.A. "Rebooking" specific provisions

Companies who have sent the Organiser their request to participate in the 2019 edition of the Show between 05/09/2018 and 05/10/2018 (hereinafter "First-registered Exhibitors") will, in the event that their participation request is accepted by the Organiser, benefit from the following provisions:

- By way of derogation to the provisions of article 8 "Cancellation clause - Penalty clause" below, First-registered Exhibitors that cancel all or part of their participation by sending written notification to the Organiser between 05/09/2018 and 05/10/2018 will not be liable for the payment of any sums related to their cancellation;
- By way of derogation to the provisions of article 4 "Payment methods" below, the first payment (deposit) will only be due from 08/10/2018;
- By way of derogation to the provisions of article 10 "Assignment of spaces" below, First-registered Exhibitors who would like to keep the same space occupied at the previous edition (the surface area should be the same), will be assigned this location.

3. INVOICING TERMS

All prices stated on the Organiser's documentation and on the Show's website are expressed in euros exclusive of taxes. In accordance with the legislative and regulatory requirements that apply to these services, the value added tax at the current applicable rate will be added.

4. PAYMENT TERMS

Payment of contractually due amounts shall be made as they fall due and in the following manner:

- the first instalment (deposit): shall be paid with the application form sent by post or when the Exhibitor submits its online application, by cheque or bank transfer or, when the application is submitted online, by debit card,
 - the second instalment (balance): shall be paid no later than fifteen (15) days after the date of issue of the balancing invoice, by cheque or bank transfer.
- No discounts are available for early payment or payments on account. Registrations occurring less than thirty (30) days before the opening of the Show must be paid in full by the Exhibitor no more than eight (8) days after the date on which the corresponding invoice was sent to the Exhibitor. That time frame will be reduced to two (2) days if the Exhibitor registers fewer than eight (8) days before the Show opens, and in all instances, payment must be received by the Organiser at least two (2) days before the Show opens.

All requests for an equipped stand submitted after registration shall be payable in full at the time of request.

All amounts should be made payable to the Organiser and must be in euros.

5. SECURE PAYMENT AND PROOF OF TRANSACTION FOR ONLINE APPLICATIONS

The Show website is protected by a secure payment system and the Organiser has adopted the ATOS SSL encryption procedure, which encodes and protects confidential information.

Unless proven otherwise, data recorded by the Organiser shall constitute proof of all dealings between the Organiser and the Exhibitor.

Data recorded by the payment system constitutes proof of the financial transactions.

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

6. LATE AND MISSED PAYMENTS

Any amounts that remain outstanding after the invoice payment date, will result in the automatic application of late payment interest equal to three times the statutory interest rate, starting from the day following the invoice due date.

If the payment deadlines set out in Clause 4 "Payment Terms" above are not respected, a fixed fee of €40 for debt recovery fees shall be charged by the Organiser in addition to the late payment penalties referred to above. This fixed fee does not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

Stands will only be made available to Exhibitors once full payment has been received.

Once a stand location has been allocated to an Exhibitor, the balance must be paid on or before the date indicated on the invoice.

7. VAT

Exhibitors from outside France can obtain a VAT refund as follows:

* For companies from European Union member countries:

- Submit the refund request via the appropriate online State portal where the Exhibitor is registered in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In France, this is the fiscal portal at www.impot.gouv.fr.
- A digital copy of the original invoices for all sums over €1,000 excl. tax must be submitted with the online refund request.
- The refund request must be submitted by 30 September of the calendar year that follows the refund period.

* For companies from countries outside the European Union:

The Exhibitors concerned must appoint a tax representative in France to carry out all tax formalities.

8. TERMINATION CLAUSE - PENALTY CLAUSE

8.1. If the Exhibitor fails to pay any of the amounts it owes by the due date or if the Exhibitor fails to comply with any of the clauses of these Terms and Conditions, regardless of the reason, the contract binding it to the Organiser will be terminated seven (7) days after the Organiser has sent a formal notice expressly stating the terms of this Clause 8.1 to the Exhibitor by registered post with confirmation of delivery or by any other useful means, where the breach remains unresolved.

If the Exhibitor expresses the intention of cancelling its participation, the Organiser may implement this termination clause by sending it a formal notice to abandon the cancellation and confirm its participation within seven (7) days. That period of seven (7) days will begin on the date of the first attempt to deliver that registered post to the Exhibitor.

The contract will automatically be terminated upon expiration of the above time frame, without the need for the Organiser to have the termination recorded by the courts, and the Organiser will immediately be free to dispose of the space allocated to the Exhibitor.

In the event of termination of the contract under this clause, the Exhibitor may pay the full price of its participation in the Show, in the name of this penalty clause. Consequently, the amounts previously paid will definitively remain the property of the Organiser and any outstanding amounts will immediately fall due.

8.2. As an exception to the above, the contract between the Exhibitor and the Organiser will immediately be terminated as of right and without formal notice:

- if the Exhibitor does not occupy its stand by the day before the Show opens to the public, regardless of the reason,
- in the event of the Exhibitor's registration less than thirty (30) days before the Show opens, if the payment stipulated in Clause 4 of these Terms and Conditions is not made within the time frame set out in the said clause (either eight (8) days or two (2) after the invoice was sent and, in any case, at least two (2) days before the Show opens), regardless of the reason.

In the cases mentioned in article 8.2, the consequences of termination will be the same as those provided by article 8.1.

9. INSURANCE POLICY

The Organiser is not liable for any damages or losses caused by an Exhibitor to a third party or any damage suffered by the Exhibitor's property and the Exhibitor shall be responsible for taking out and meeting the costs of an adequate policy. Therefore the Exhibitor hereby expressly acknowledges that it has subscribed

to an insurance policy with an insurer that covers its third party liabilities and the liability of any person directly or indirectly participating in its activities and/or those of its company in respect of any physical injury and material and non-material loss or damage caused to others and arising directly as a consequence of the Exhibitor's participation and/or that of its company, in the Exhibition (including during the periods when the stands are being assembled and disassembled).

10. ALLOCATION OF STANDS

The Organiser will draw up a Show floor plan and allocate stand areas as applications are received, taking into account the Show's different sections. The Organiser will do its best to take into account the wishes expressed by the Exhibitors and the nature of the products exhibited.

So as to be able to do this, and taking into account the inherent constraints imposed in the placement of Exhibitors, the Organiser reserves the right to modify the surface area requested by the Exhibitor, up to a maximum of 20%, and to modify the corresponding invoice accordingly, without this giving the Exhibitor the right to cancel its booking. The Organiser alone can determine the general arrangement of the Show, as well as the arrangement of the stands at the Site.

Participation in previous events does not give the Exhibitor any special rights to stand locations.

Any complaints made by an Exhibitor about the allocation of stand areas should be addressed in writing to the Organiser within seven (7) days of receiving the Show's floor plan. Any such complaints must be supported by documentation that clearly sets out the serious nature of, and/or the reasons for, the complaint. The Organiser will do its best to meet justified requests to change the location of a stand.

If the Exhibitor has not contacted the Organiser within seven (7) days of sending the features of the Exhibitor's location, the Exhibitor shall be deemed to have accepted the stand allocated to it.

Under no circumstances shall the Organiser be held liable for any consequences arising from the location of a stand allocated to an Exhibitor.

11. SUBLETTING / SHARED EXHIBITING

The Exhibitor may not provide advertising services on any media for a company that is not itself an Exhibitor. Furthermore, the Exhibitor is prohibited from assigning or subletting any stand or part of any stand area that it has been allocated without prior written agreement from the Organiser. If the Organiser agrees to the subletting, the Exhibitor must pay individual registration fees for each of the companies present at the stand. The Exhibitor will ensure that any sub-lessee of its stand complies with these Terms and Conditions. The Exhibitor is liable for any breach of these Terms and Conditions committed by sub-lessees at its stand. Moreover the Exhibitor hereby holds harmless the Organiser against any dispute, claim, charge, judgement and/or miscellaneous disbursements that may arise as a consequence of any company present at its stand in relation to their participation in the Show.

12. STANDS

Information regarding the installation, equipment and removal of stands will be available in the Exhibitor's Guide.

a) Stand use - compliance with applicable laws and regulations

Exhibitors are required to be familiar with and comply with all applicable regulations in force at the time of the Show, whether issued by public authorities or by the Organiser, in particular the no-smoking rules that apply to the public areas, the Fire Safety Regulations and the Health and Safety Regulations. The Fire Safety Regulations and the Health and Safety Regulations will be communicated to Exhibitors in the Exhibitor's Guide.

The Organiser prohibits the operation of any stand that does not comply with these regulations.

The Exhibitor agrees to comply with all laws and regulations that apply to its business and/or the services and businesses that it wishes to develop within the scope of its participation in the Show. To this end, the Exhibitor will lodge all mandatory declarations and obtain the necessary approval and/or accreditation (including for selling and giving away drinks to be consumed on site) so that under no circumstances shall the Organiser have cause to be concerned.

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

Lastly, the Exhibitor will not cause any discomfort (noise, odour, etc.) to neighbouring Exhibitors or negatively impact the Show's organisation.

b) Damage

Unless stated otherwise, the stand area, the stand itself and any equipment made available to the Exhibitor by the Organiser shall be deemed to be in good condition. The leased stand must be returned to the Organiser in a clean condition, free of any waste. The stand and any equipment provided as stand fittings must be returned to the Organiser in good condition.

Any damage caused to the occupied space, the stand, the supplied equipment or the existing infrastructure that is observed when the stand is returned will be invoiced to the Exhibitor.

c) Stand occupation

The Exhibitors will occupy their stands no later than the day before the Show opens to the public.

13. PERMITTED PRODUCTS, BRANDS AND SERVICES

The Exhibitor is prohibited from exhibiting at its stand any products, brands and services other than those listed on its stand booking application.

Moreover, the Exhibitor hereby declares and warrants that it holds all intellectual property rights relating to the products and/or services exhibited, or that it has been authorised by the rights' holder to exhibit the products, brands or services at its stand.

The Exhibitor hereby warrants that the products and/or services it is exhibiting comply with all current applicable safety standards and accepts full liability for any defects in the aforementioned products and services; as such the Organiser cannot be held liable in this respect.

14. VISIBILITY

The Exhibitor shall be solely liable for the contents of all information supplied by it for the purposes of publication on the Show website, and in particular for information about its products and/or services and their characteristics, performance, prices, etc.

The Exhibitor hereby warrants that the aforementioned information is lawful and in particular that it complies with all current regulations relating to the name, offer, presentation, user manual, and description of the scope and terms of the warranty covering the goods, products or services that it is presenting online and, more generally, that this information complies with all current advertising and consumer protection laws.

The Exhibitor has sole liability for the publication of all texts, logos, illustrations, photographs, images, products and brands and the Exhibitor alone must hold the relevant reproduction rights.

The Exhibitor holds harmless the Organiser against any amicable dispute and judicial proceedings brought by a third party.

15. INVITATION CARDS

The copying or re-sale of invitation cards is strictly prohibited and shall be subject to prosecution and other sanctions.

If the fraudulent use of an invitation card (re-sale, copying, theft, etc.) is brought to its attention, the Organiser reserves the right to withdraw the invitation.

16. DEMONSTRATIONS AND OTHER EVENTS

a) Demonstrations

Demonstrations may only be held at the Show for those products that require a specific technical explanation. Furthermore, such demonstrations may only take place if the Organiser has given a special prior written authorisation. Demonstrations on a podium raised above the initially planned floor height are strictly prohibited. Demonstrations carried out using a microphone, or which harangue or solicit in any manner, are strictly prohibited. Any full or partial closure of an Exhibitor's stand during normal opening hours to the public and, in particular, during any demonstration, is strictly prohibited without express prior written authorisation from the Organiser.

b) Other events

All attractions, shows and events taking place within an Exhibitor's stand area must be authorised in advance by the Organiser. To this end, the Exhibitor shall provide specific details of the planned event (equipment and audio devices used, type of event, etc.).

In any event, the loud speakers used may not exceed 30 decibels (dB) and they

must face the interior of the stand and be angled towards the floor. The sound level shall not exceed 85 decibels (dB).

c) Under no circumstances shall any demonstration or event interfere with the neighbouring Exhibitor(s) or the general movement around the Show and, more generally, with the proper running of the Show. Failing this, approval may be revoked without further warning.

17. ADVERTISING

All advertising using sound or lighting must comply with the Show's Decoration Regulations and shall be subject to the prior written agreement of the Organiser. Any such agreement shall be conditional upon the advertising not interfering with any neighbouring Exhibitor(s) or the general movement around the Show and, more generally, with the proper running of the Show. Failing this, approval may be revoked without further warning.

Distribution of brochures, vouchers and other printed matter intended to redirect Show visitors to the Exhibitor's stand is strictly prohibited in the aisles and throughout the Site. Only brochures, vouchers and other printed material offered within the Exhibitor's stand are authorised.

Any documentation given to any visitor to a stand, such as a business card or order form, must bear the stand name or company name of the Exhibitor as it appears on the booking form.

18. BUSINESS PRACTICES / UNFAIR COMPETITION

The Exhibitor is hereby expressly prohibited, for the entire period of the Show, from engaging in acts of unfair competition such as conducting surveys and distributing advertising items outside its stand area, where such surveys or distribution give rise to the diversion of visitors to the Show in favour of the Exhibitor.

The Exhibitor is obliged to ensure that any agreements it enters into with visitors to the Show are executed in good faith.

19. COUNTERFEIT ITEMS

The Exhibitor will personally ensure the protection of all intellectual/industrial property rights related to the materials, products, services and brands exhibited in accordance

with any applicable current legislation and regulatory provisions, and the Organiser shall not be held liable for any failure to comply, particularly in the event of a dispute with another Exhibitor or a visitor to the Show.

In the event that a competent court finds that the Exhibitor has breached the provisions of the present clause, the Organiser reserves the right to oblige the Exhibitor to comply with any stipulations made in the court's findings.

Failing that, the Organiser reserves the right to refuse entry to the Exhibitor or to enforce any sanctions referred to in the Terms and Conditions without the Exhibitor having the right to claim any compensation.

20. SALES FOR TAKE AWAY

Unless stated otherwise, any sale whereby a purchaser may take immediate possession at the Show of the purchased items is prohibited.

In any event, and when authorised, the Exhibitor will comply with all applicable regulations in force on the Show day(s) relating to the sale of items for immediate take away.

21. PHOTOS / BRANDS

The Exhibitor, for no charge, expressly authorises the Organiser and the Comexposium Group to:

- take, should they wish to do so, photos and/or videos featuring the Exhibitor and/or members of its team, as well as any products exhibited at its stand,
- use any such images freely on all media and in particular for the purposes of advertising (including on the internet) in France and worldwide for a period of five (5) years beginning from the date this application form is signed,
- cite and reproduce, for no charge, its trade mark and company name as a commercial reference for the purposes of communication on any media (including the internet) in France and worldwide for a period of five (5) years beginning from the date this present Show application is signed.

Any Exhibitor who does not wish for all or part of their stand or any elements thereon (logo, trade mark, model) or any members of their team to appear in photographs or films and/or on the Internet by way of advertising material promoting the Show, must advise the Organiser of this in writing before the start of the Show.

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

Furthermore, any Exhibitor wishing to take photographs of the Show must inform the Organiser in writing beforehand. Given this, the Exhibitor will personally ensure it possesses all necessary authorisations to take photographs at the Show and is exclusively responsible for complying with any image rights enjoyed by Exhibitors.

22. CATALOGUE

Only the Organiser is authorised to publish, have re-published and distribute the Show catalogue. All information required by the catalogue publishing team will be supplied by the Exhibitors, who remain responsible for it.

Under no circumstances will the Organiser be liable for any omissions or reproduction, composition or other errors that may occur.

23. PRACTICAL INFORMATION

All information about the details of the Exhibitor's participation in the Show can be viewed in the "Practical Information" section of the Exhibitors' Space, accessible from the Show's website. The Exhibitor will comply with the health and safety regulations and customs formalities, as well as the limitations imposed on stand layouts.

24. CUSTOMS

Each Exhibitor is responsible for carrying out any applicable customs formalities for materials and products originating from abroad.

The Organiser shall not be held liable for any difficulties arising in connection with the completion of such formalities.

The Exhibitor holds harmless the Organiser against any disputes and/or claims in relation to this and will compensate the Organiser for any loss suffered as a consequence of the Exhibitor's failure to comply with the necessary customs formalities.

25. CANCELLATION OF THE SHOW DUE TO A FORCE MAJEURE EVENT

In the event that the Organiser cancels the Show due to a force majeure event as recognised by case law, the Organiser will immediately notify the Exhibitors.

If this occurs, the Organiser shall not be held liable for any loss or damages but shall return to the Exhibitors any amounts paid to it by them.

Force majeure events include:

events that render the Site's operation impossible, regardless of the cause, and listed exhaustively below:

- fire, explosion, flood, storm, lightning,
- deterioration of technical equipment resulting in it being impossible to operate the Site,
- flood, violent storm, lightning damage,
- decision by a government authority to close or requisition the Site.

26. LIABILITY OF THE ORGANISER

The Organiser shall not be held liable for any interruption or commercial damages suffered by Exhibitors for any reason.

27. PERSONAL DATA

The Organiser, as data controller, processes the Exhibitor's personal data in order to manage its application to participate in the Show and its business relationship with the Organiser in accordance with these General Terms and Conditions of Participation.

Said information and personal data will also be processed for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalize the services that it offers.

Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive, by any communications channel, business proposals and news on the Organiser's activities and services.

The Exhibitor's personal data may be processed, on the basis of the consent (which he may withdraw at any time) in order to communicate to him business proposals and news about other Comexposium Group events and/or their partners, by any communications channel.

Only the Organiser's in-house teams and the service providers that it has authorized in connection with the organization and management of the Show will have access to the Exhibitor's personal data. If applicable, these data can be communicated to third parties, according to the Exhibitor's choice (the Organiser's partners/Comexposium Group Companies).

The Exhibitor is informed that, for the purposes of the Show's organization and management, certain service providers located in Thailand will have knowledge of the Exhibitor's identification data. This transfer of data outside the European Union is necessary in order for the Organiser to perform its obligations under these General Terms and Conditions of Participation.

The personal data that must necessarily be provided are indicated as such on the application form and are necessary for the conclusion and performance of the contract between the Exhibitor and the Organiser. The Organiser will not be able to process the Exhibitor's requests without said data.

In accordance with the applicable regulations, the Exhibitor has a right of access, a right of rectification, a right to object to the processing of its data, a right to delete data and to limit its processing and a right regarding the portability of its data. The Exhibitor may exercise these rights at any time by writing to the company Comexposium or by email at privacy@comexposium.com. Finally, the Exhibitor has the right to lodge a complaint with France's Commission nationale de l'informatique et des libertés (the "Cnil").

The Exhibitor's personal data will be kept for the duration of its commercial relationship with the Organiser and then during a period of 5 years from the date on which the Exhibitor most recently expressed an interest

The data needed to establish proof of the said relationship, the data needed to comply with these General Terms and Conditions of Participation and the data needed in order for the Organiser to comply with its legal and regulatory obligations shall be kept in accordance with provisions in force.

29. COMPLAINTS AND DISPUTES - GOVERNING LAW - JURISDICTION

All complaints must be sent by registered email, return receipt requested within ten (10) days of the Show closing.

The parties shall endeavour to settle amicably and rapidly any dispute that may arise between them in relation to the interpretation and/or execution of the contract and these Terms and Conditions. Any dispute that cannot be settled in this manner will be subject to the exclusive jurisdiction of the Nanterre courts.

Participation in the Show and all actions taken in relation to this participation are subject to French law.

30. TOLERANCE

Any tolerance shown by the Organiser regarding any partial or complete failure by the Exhibitor to carry out any provision(s) set out in these Terms and Conditions shall under no circumstances, irrespective of the duration or frequency, give rise to any rights which benefit the Exhibitor nor shall such tolerance modify, in any manner, the extent or terms of performance of the Exhibitor's obligations.

31. INVALIDITY

In the event that one or more provisions of these Terms and Conditions are found to be invalid or declared as such under any law or regulation or following a final court decision, the remaining provisions will remain in force and retain their scope of application.

32. SANCTIONS

In the event of any breach of the Terms and Conditions, the Organiser, having given formal notice in the presence of a bailiff in respect thereof and where the breach remains unremedied, shall have the right to close the corresponding Exhibitor's stand forthwith and prevent the Exhibitor from entering the stand area, without such an action giving rise to a right to claim material or non-material damages from the Organiser in respect thereof.

The Exhibitor shall be liable for any costs arising from the Organiser's intervention (bailiff's fees and/or fees relating to the stand closure).

In any event, once any breach has been identified, the Organiser has the right to terminate this contract without incurring liability for any losses suffered by the Exhibitor, and will immediately repossess the stand area.

In addition, the Organiser has the right to refuse the Exhibitor admission to any Show organised by any company within the Comexposium Group for a period of three (3) years.

GENERAL TERMS AND CONDITIONS OF SALE FOR COMMUNICATION TOOLS

1. REGISTRATION

The Company COMEXPOSIUM (a limited company incorporated in France having a share capital of 60.000.000 EUR, whose registered office is located at 70 avenue du Général de Gaulle, 92058 Paris La Défense Cedex, France, registered with the Nanterre Trade and Companies Registry under number 316 780 519 (hereinafter the "Organiser") organises the INTERMAT ASEAN and CONCRETE ASIA event (hereinafter the "Show") which is to be held from 5 to 7 September 2019. Given this, communication resource services are offered to Exhibitors and co-Exhibitors and, if specifically approved in writing by the Organiser, to advertisers (hereinafter the "Client") who are not exhibiting at the Show but whose business may be of interest to visitors.

Accordingly, any order of communication tools implies full unreserved acceptance of these general terms and conditions of sale. Any alteration or reservation of any sort made to this document by the Client shall be deemed null and void. No specific condition may override these terms, without the express prior written consent of the Organiser.

These general terms and conditions of sale apply for the whole term of the aforementioned services.

2. ORDERING

2.1. Placing an order

The Client shall place any orders using an Order Form provided by the Organiser (hereinafter the "Order Form") which constitutes a legal and financial commitment by the Exhibitor.

The Client's order must be accompanied by the corresponding payment or proof of payment for the full amount due.

2.2. Order validation

The order shall be deemed to have been accepted by the Organiser if that party does not communicate any reservation or rejection within three working days of receiving the Order Form.

The Organiser reserves the right not to supply the requested service if payment is not received. The Client shall be solely liable for any consequences of late payment.

2.3. Order delivery

The Order is delivered according to the information given by the Client on the Order Form, provided it meets requirements.

The Organiser reserves the right not to proceed with service delivery as requested by the Client, if the latter does not comply with current regulations. In this case, the Organiser will notify the Client and the order will be suspended until further information has been received and the Client agrees to any required modifications.

If, for a previous order, the Client has failed to meet any of its obligations, late payment for example, the sale may be rejected unless the Client can provide satisfactory guarantees or payment in advance. No discount for cash or advance payment will be granted to the Client.

2.4. Amending or cancelling an order

Any requests to amend/cancel the order must be made to the Organiser within the timeframes given on the Order Form. Any amendments to the Order Form shall only be accepted by the Organiser subject to feasibility.

2.4.1. Amending an order

Any amendment that does not involve the removal of one or more articles is deemed to be an amendment to the Order Form.

Any amendment to an order already delivered by the Organiser shall be invoiced at the price stated on the Order Form.

2.4.2. Cancelling an order

Any amendment which results in an item being deleted from the Order Form or a

Client withdrawing from the Show is deemed to be an Order cancellation.

The Organiser must be notified in writing of any order cancellation within three months of the start of the Show. Under the penalty clause, the Exhibitor will be invoiced 50% of the total amount of the cancelled order.

Any cancellation notified after this time will result in the client being invoiced in full.

3. DESCRIPTION OF COMMUNICATION TOOLS

These general terms and conditions of sale apply to, but are not limited to, the following services: advertising inserts (online or printed materials etc.), sponsoring, Exhibitor workshops, advertising presentations and website inclusion.

3.1. Advertising inserts

a) The Organiser may offer the Client the opportunity to create advertising inserts on several types of media including printed documents, the Show website, the official bag, the badge lanyard, aisle letters, journalist notebooks, "visitor information" display panels and self-adhesive tiles (non-exhaustive list). Advertising space will be allocated according to the space available and the date the advertising order is received.

b) The Client undertakes to declare the existence of an agent contract and to specify the term. The client must also specify whether its agent will purchase the space on its behalf.

In the event that payment is made by the agent, the Client and the agent are jointly and severally liable for payment of the order. No discount will be granted to the agent.

3.2. Sponsorship

The Organiser may offer Clients the chance to sponsor certain events or products in accordance with the terms stated on the Order Form.

3.3. Exhibitor workshops and advertising presentations

The Organiser may offer Exhibitors at the Show the option of organising workshops and advertising presentations under the conditions set out in the Order Form. The workshop and advertising presentation themes chosen by Exhibitors must match the Show's list of topics or be an extension of them and are subject to prior approval by the Organiser.

4. BOOKING AND/OR INSERT ORDER

4.1. Order acceptance

Communication tools insert and/or booking requests must be sent to the Organiser using the Order Form. No orders will be accepted over the phone. The booking and/or insert order, accompanied by the required payment, is final.

4.2. Order rejection

The Organiser reserves the right to refuse an order for a tool, creation and so on without explanation should it run contrary to the spirit of the publication, the material or moral interest of the Show or current laws and regulations, particularly regulations governing advertising for weapons, munitions, tobacco and alcohol. The Organiser also reserves the right to refuse any order depending on the products offered and the number of Client requests already received. Rejection of an order does not result in any entitlement to damages. Only the price of services ordered shall be refunded to the Client.

4.3. Deadline for submitting a booking and/or insert order

a) Advertising inserts, except advertising inserts on the Show website

The deadlines for submitting insert orders and receiving technical content are stated on the Order Form.

If the technical content is not received by this date, the words "space reserved for..." followed by the Client's name and address shall be printed in the booked space, and the insert shall be invoiced according to the terms stated on the Order Form.

GENERAL TERMS AND CONDITIONS OF SALE FOR COMMUNICATION TOOLS

Technical expenses for inserts, print proofs, pre-press, printing, correction or re-formatting shall be payable by the Client, unless otherwise stated on the pricing sheet.

b) Insert orders for the Show website

The technical content must be supplied at the same time as the insert order (no element using HTML code is allowed), which corresponds to the final insert sending date stated on the Order Form.

If it is not received, the insert will not go ahead and will be invoiced according to the conditions stated on the Order Form.

c) Sponsorship

As sponsorship opportunities are limited, the Organiser will accept the requests received before the date stated on the Order Form.

Bookings shall be honoured according to the order in which they are received and availability.

5. DELIVERY DEADLINES FOR ADVERTISING INSERTS

The Organiser undertakes to use all means necessary to ensure the online catalogue is published by the deadlines stated on the Order Form.

As such, the Client undertakes to provide the Organiser with all the necessary technical information for creating its advertising insert within the deadlines stated on the Order Form.

6. COMPLAINTS

6.1. Advertising inserts

For all communication tools published on the Show website, the Client shall have 8 (eight) days from the online publication date to communicate any comments or reservations to the Organiser.

Any comment or reservation must be sent in writing to the Organiser by post or by email to the address expressly specified by the Organiser or its service provider within this timeframe and must explicitly detail the aspects it deems do not comply with the items provided.

The Organiser shall then make the necessary changes within a reasonable time to ensure the insert complies with the content provided and shall notify the Client in writing of delivery of the communication tools. Where applicable, any content provided that is not part of the content initially supplied can give rise to any complaint from the Client.

If no comment or complaint is made within eight (8) days or if there is no cause for comments or complaints with respect to the content provided, the online publication shall be deemed to comply with the content provided and delivery shall be deemed to be definitive and irrevocable.

6.2. Services (other than advertising inserts)

Any complaint about the delivery of services must be sent in writing to the Show's legal representative before the Show is closed to the public in order to be accepted and taken into account. No claims will be accepted after this date.

7. INVOICING AND PAYMENT

The applicable price is that stated on the Order Form; the details of what it includes are stated separately on that Order Form.

All prices included in pricing sheets issued by the Organiser are exclusive of VAT and, in accordance with legal and regulatory requirements governing the services, are subject to the addition of VAT at the applicable rate.

7.1. If communication tools are offered to the Exhibitor with its application for admission to the Show, and the Exhibitor orders them at the time of registration, they will be invoiced on the Exhibitor's floor space order.

7.2. Any order placed after registration or orders for communication tools not offered to the Client as part of a

Show registration contract will be payable in accordance with the instructions stated on the Order Form.

7.3. The payment may be made by:

- Cheque made out to the Organiser
- Bank transfer. * A copy of the transfer notification and debit confirmation must be submitted to the Organiser.

*The following sentence must appear on the bank transfer request: «Fees paid by the sender.»

Orders without payment will not be processed. An invoice with details of VAT will be sent as soon as possible.

8. LATE PAYMENT PENALTIES

In the event of late payment, the services may be suspended. Furthermore, if any sum remains outstanding on the due date specified in the relevant invoices, whether or not that amount is the same as the amount specified in the general terms and conditions of sale, late fees of an amount equal to three times the legal interest rate shall be applied. Those penalties shall be applied starting on the day after the due date stated on the invoice.

In addition to any late payment penalties referred to above, a flat-rate indemnity of €40 in respect of recovery fees shall be required by the Organiser. It is hereby expressly agreed that this flat-rate indemnity shall not preclude any other fees incurred by the Organiser in recovering unpaid invoices.

9. TAX

Exhibitors from outside France can obtain a tax refund as follows:

*For companies from European Union member countries:

- Submit the refund request via the appropriate online State portal where the Exhibitor is registered in accordance with the provisions of Directive 2008/9/CE of 12 February 2008. In France, this is the fiscal portal at www.impot.gouv.fr.
- A digital copy of the original invoices for all sums over €1,000 excl. tax must be submitted with the online refund request.
- The refund request must be submitted by 30 September of the calendar year that follows the refund period.

*For companies from countries outside the European Union:

The Exhibitors concerned must appoint a tax representative in France to carry out all tax formalities.

10. LIABILITY

10.1. Advertising inserts/Sponsorship

The Organiser declines all liability in relation to the content and editing of advertisements. It cannot be held liable for information provided or products offered.

Texts, logos, illustrations, photographs, images, hypertext links, products, brands and generally all works and content used to produce an advertising insert are the responsibility of the Client, which is solely liable for any fees, particularly for reproduction and representation.

The Client releases the Organiser from any liability the latter may incur as a result of the insert produced or distributed at its request.

The Client shall compensate it for any damages it may suffer and guarantees it against any third-party proceedings against it in relation to the insert.

The Client explicitly authorises the Organiser and/or any third party appointed by the Organiser, at no cost, to freely use the logos, photos, illustrations, and more generally all works and content used to produce an advertising insertion, both in France and overseas and without any time restriction, for the purposes of promoting the Show, and/or the Comexposium Group and/or its communication tools.

It is also emphasised that it is not currently technically possible to satisfactorily protect against any form of reproduction, reuse, redistribution, or illicit marketing of all or part of a website. The Client therefore declares that it is aware that any content used on the internet is at risk of being copied and used fraudulently by any user connected to the internet. The Organiser may not therefore be held



ASEAN

BANGKOK - THAILAND 5 - 7 SEPT 2019

THE SOUTHEAST ASIAN TRADE SHOW FOR CONSTRUCTION AND INFRASTRUCTURE

Co-located with:



GENERAL TERMS AND CONDITIONS OF SALE FOR COMMUNICATION TOOLS

liable for any counterfeiting or damages suffered directly or indirectly by the Client as a result of this fact.

The Organiser reserves the right to interrupt the service for work to maintain and/or improve its networks. These service interruptions may not give rise to any compensation to the Client.

10.2. Workshops and advertising presentations

Activities taking place in workshops and advertising presentations are solely the responsibility of Exhibitors, the only role of the Organiser being to provide them with spaces equipped with a screen, a flipchart, a mini-stage, an overhead projector and projection equipment as well as a hostess for welcoming participants and to promote workshops and advertising presentations. Under no circumstances can the Organiser be held liable for the successful running of activities in the workshops and advertising presentations.

10.3. Client-organised evening events

The Client undertakes to take all necessary precautions during evening events to avoid any damage occurring (theft, damage, etc.) to the property for which it is responsible. The stand must therefore be constantly guarded.

It is the Client's responsibility to comply with current anti-smoking legislation and prevent its guests from smoking at the stand.

The Client undertakes to comply with all safety measures laid down by the Organiser.

Failing this, the Organiser reserves the right to terminate the evening event and/or close the stand, without prior notice. This disciplinary action shall not entitle the Client to any form of compensation.

11. DISPUTES

Any dispute which has not reached an amicable conclusion shall be settled according to French law, by the courts holding jurisdiction where the Organiser has its head office. Only the text in French shall be deemed authentic.

ASEAN.INTERMATCONSTRUCTION.COM