



## WCNDT2020 TERMS AND CONDITIONS

### 1. Definitions

In these Standard Terms and Conditions, save as the context otherwise requires: **'Charges'** shall mean charges payable by the Exhibitor for the right to exhibit in the Exhibition under the Contract. **'Contract'** shall mean the contract form for the right to exhibit in the Exhibition entered into between the Exhibitor and the Organizer and shall include the Standard Terms contained herein. **'Exhibitor'** shall mean an individual, a sole proprietor, partnership or company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizer and shall include all employees, representatives, agents of such sole proprietor, partnership or company. **'Sponsor'** means the company or person, its employees and agents applying for and being granted sponsorship of the Event; and a reference to **'Exhibitor/Sponsor'** applies to both Exhibitors and Sponsors. **'Exhibition'** shall mean the exhibition referred to in the Contract **'Organizer'** shall mean WCNDT2020, organized by the KSNT (The Korean Society for Nondestructive Testing).

### 2. Application for Participation

By signing the Contract, the Exhibitor/Sponsor makes an application to the Organizer for the right to exhibit at the Exhibition. Until an Exhibitor's application made herein has been accepted in writing by the Organizer, no rights to exhibit are granted notwithstanding payment or acceptance of Charges. The Organizer shall reserve the right to refuse any application without disclosing to the Exhibitor/Sponsor any reasons therefor.

### 3. Space Allocation

The Organizer shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Organizer shall reserve the right to change the space allocated to the Exhibitor/Sponsor at any time prior to the commencement of the erection of the stand of the Exhibitor/Sponsor should exceptional circumstances demand and, to transfer or close entrances and exits to the Exhibition facilities and to undertake other structural alterations as the Organizer may deem fit. Such changes shall be determined at the discretion of the Organizer and the Exhibitor/Sponsor shall have no claim for compensation as a result of such changes.

### 4. Use of Exhibition Space

Exhibitors are only entitled to exhibit products disclosed in the Contract or otherwise in writing to the Organizer and to man the exhibits with competent personnel during the opening hours of the Exhibition. The Organizer reserve the rights to refuse admittance to any visitors to the Exhibition or to have access to any stand. Exhibitors are not allowed to transfer or assign the space allotted to them to other parties either wholly or in part without the written consent of the Organizer. Exhibitors shall be liable for any damage to the walls or to any part of the Exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceiling, pillars or walls without the prior consent of the Organizer.



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## **5. Terms of Payment**

The Exhibitor shall pay

- 1) 50% of the Charges within 7 days from date of signing of the exhibition contract form
- 2) The balance of the Charges by Dec. 31, 2019

## **6. Withdrawal by Exhibitor/Sponsor**

- 1) Without prejudice to the rights and remedies of the Organizer in respect of any breach of the Contract on the part of the Exhibitor/Sponsor, the Organizer may at its absolute discretion allow the Exhibitor/Sponsor to withdraw from the Exhibition provided the Exhibitor/Sponsor must have given a written notice to the Organizer that he desires to withdraw and if the Organizer allows such withdrawal, it shall notify the Exhibitor/Sponsor of their decision in writing.
- 2) Save as otherwise provided in this Contract, payments to the Organizer shall be non-refundable.
- 3) Should the Exhibitor/Sponsor fail to observe or comply with any of the terms and conditions contained herein or if the Exhibitor/Sponsor shall fail to pay any of the Charges at the time and in the manner as aforesaid, the Organizer may thereupon by written notice given to the Exhibitor/Sponsor rescind the Contract.
- 4) Upon the Organizer exercising their right to rescind the Contract under sub-clause (3) of this clause, it may but is not obliged to license or otherwise deal with the Exhibition space contracted by the Exhibitor/Sponsor in default on such conditions as the Organizer shall deem fit. In the event the Organizer having elected to but not able to license the said space, the Exhibitor/Sponsor in default shall be liable to pay the entire Charges to the Organizer as liquidated damages for the loss of revenue.

## **7. Changes**

The Organizer reserves the right to change the venue, dates, and/or duration of the Exhibition if exceptional circumstances so demand. In the event of change of venue, dates, and/or duration, the agreement to participate shall remain in force so long as the Exhibitor/Sponsor is informed at least a month before such changes will take place. In the event of a change of venue, dates and/or duration of the Exhibition, the Exhibitor/Sponsor shall not be entitled to any refunds nor claims for compensation in connection with their contract for participation.

## **8. Constructions and Decoration of Stand**

Exhibitors shall decorate their space and stand pursuant to the Exhibitor's Manual. Any damages caused by the Exhibitor or his/its contractors to other Exhibitors or common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their construction and decoration by the date and time stipulated by the Organizer.



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## **9. Movement of Exhibits**

- 1) Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the Exhibition Venue.
- 2) Exhibitors shall make their own arrangement for storage and warehousing of their exhibits.
- 3) Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Organizer and shall indemnify the Organizer against any loss by reason of the delay or damage to the Exhibition hall.

## **10. Failure of Services**

The Organizer shall not be liable for any loss sustained by the Exhibitor/Sponsor directly or indirectly attributable to the cancellation, suspension delay or reduction of duration of the scheduled Exhibition from the period advertised or specified due to:

- 1) Force Majeure.
- 2) Acts of War, Military Activity, Municipal Statutory or Civil Authority requisition.
- 3) Fire, flood, typhoon, excessively inclement of weather, earthquake, epidemic or a combination of the same.
- 4) Damage caused by an aerial object or aircraft.
- 5) Strike or lockouts by workmen

If the Exhibition is cancelled, then the Charges paid to the Organizer, or any part thereof may be refunded at the sole discretion of the Organizer to the Exhibitor/Sponsor after appropriating the entire Charges or any part thereof for expenses it has already incurred for the Exhibition, but in no case shall the amount of any refund to the Exhibitor/Sponsor exceed the amount paid by the Exhibitor/Sponsor nor shall the Exhibitor/Sponsor be entitled to review or audit any of the Organizer's financial records.

## **11. Security**

The Organizer shall take all security precautions in the interest of the Exhibitors and visitors. However, the Organizer shall not be held responsible for any loss or theft of exhibits at the Exhibition hall during the assembling, exhibition and dismantling period. The Organizer shall also not be responsible for any loss or damage to exhibits or any articles belonging to the Exhibitors.

## **12. Fire Regulations**

All exhibits, materials used in stands and exhibition constructions must be properly fireproofed in accordance with the applicable laws and regulations. Fire marshals will patrol the Exhibition facilities and will be authorized to stop any demonstrations that are potential fire hazards.



### **13. Intellectual Property Right Protection**

The Exhibitor/Sponsor warrants that the exhibits and packages thereof and the publicity material or any other part of the display on the stand do not in any way whatever violate or infringe any third party's rights including all intellectual property rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. The Exhibitor/Sponsor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by the Exhibitor/Sponsor and/or the Organizer and/or the latter's agents, representatives, contractors or employees of such third party's rights.

### **14. Warranties**

The Exhibitor/Sponsor warrants that the importation display, marketing, sale, exportation, and/or possession (as the case may be) of the exhibits and packages thereof and the publicity material or any other part of the display on the stand and the distribution or dissemination of information relating to the exhibits or other products of the Exhibitors on the Exhibitor's Website or Organizer's online or mobile platform do not violate the laws of Korea. If any licenses or permits are required for such importation, display, marketing, sale, exportation, possession, distribution or dissemination, the Exhibitor/Sponsor must be appropriately licensed or permitted. The Exhibitor must at all times be compliant with any laws or regulations governing the importation, display, marketing, sale, exportation, and possession of such products. The Exhibitor/Sponsor agrees to fully indemnify the Organizer and its agents, representatives, contractors and employees against all costs, expenses and damages arising from any breach of this Condition.

### **15. Compliance with Regulations**

The Exhibitor/Sponsor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organizer, the proprietors or managers of the Exhibition building or any municipal or any other competent authority.

### **16. Limitation of Liability, Insurance**

- 1) The Organizer, its employees or agent shall not be liable for any loss, theft, damage or injury to person or property suffered by the Exhibitor/Sponsor, its employees, agents or contractors.
- 2) Information given by the Organizer about the Exhibition is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organizer and therefore any mistake or omission will not Exhibitor/Sponsor to cancel the contract.
- 3) Whilst the Organizer shall use its reasonable endeavors to organize and promote the Exhibition in such manner as it considers appropriate, the Organizer reserves the right to amend or vary the manner or methods of such organization and promotion and therefore any statements made by or on behalf of the Organizer as to audience projections or methods or timing of promotion shall constitute only general indications of the Organizer's promotion and organizing strategy and shall not amount to any representation or warranty.



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4) The Exhibitor/Sponsor shall be responsible for effecting insurance, the coverage of which shall include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organizer upon request.

### **17. Supplementary Clauses**

Whenever necessary, the Organizer shall have the right to issue supplementary regulations in addition to those in the Standard Terms of Contract to ensure the orderly management of the Exhibition. Any additional written regulations and/or instructions shall form part of these Terms of Contract and they shall be binding on the Exhibitor/Sponsor.

### **18. Governing Law and Jurisdiction**

Construction, effectiveness and performance of this Agreement shall be construed in accordance with the laws of Korea.

Any dispute and difference of opinion incurred between the Parties arising from or in relation to this Agreement shall be resolved by arbitration which shall be held in Seoul, Korea in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board. Arbitration award shall be final and be binding on both Parties.