

# Space Application/Contract

Page 1 of Space Application / Contract



7 – 10 April 2014  
Putra World Trade Centre, Kuala Lumpur, Malaysia

Date of Issue: \_\_\_\_\_

Reference No: \_\_\_\_\_

Please sign and return this contract to the organisers

Full Name of Exhibiting Organisation: HT SRL

Address: VIA MOSCOVA 13 - 20121 MILANO (ITALY)

Telephone: +39 0229060603 Fax: +39 0263118966

Person in charge of administration: MARCO BETTINI Email: m.bettini@hackingteam.com  
SILVANA GALUCA Email: s.gallucci@hackingteam.com

We wish to exhibit at Defence Services Asia 2014 and apply for space as follows:

Site Number: \_\_\_\_\_ (A separate definitive stand number for the exhibition may be assigned at a later date)

Dimensions of site: 12 sqm

Allowance for obstruction: \_\_\_\_\_ Nett Site Area: \_\_\_\_\_

Cost of Space Only: \_\_\_\_\_ @ US\$ 640.00 per m<sup>2</sup> = US\$ 7.680

Cost of Organisers' Package: \_\_\_\_\_ @ US\$ 65.00 per m<sup>2</sup> = US\$ 780

Type of Package: \_\_\_\_\_ Total Cost: US\$ \_\_\_\_\_

Registration fee (exhibitor and co-exhibitor) \_\_\_\_\_ @ US\$ 650 each = US\$ 650

**Payment Schedule**

100% due with application/contract: \$ 9.110,00

**Notes:**

We agree to abide by the Terms and Conditions on page 2 overleaf and the Rules and Regulations of Defense Services Asia 2014 of which we acknowledge receipt and which are available to view at <http://www.dsaexhibition.com> and any amendments which may be made by the Organiser and/or the hall landlord. We further agree to show only exhibits pertaining to the theme of the exhibition. Final decision is at the discretion of the Organiser.

We hereby consent to the use of our trade marks by the Organiser in advertising and promotional materials relating to this exhibition and/or the Organiser's services as an exhibition organiser. We agree to pay 100 percent of the cost with the return of this contract. The Organiser reserves the right to alter the position of the allocated stand and to change the venue or date of the exhibition if, in the opinion of the Organiser, it is in the interest of the exhibition as a whole.

**For and on behalf of:**

Name of the Exhibiting Organisation: HT SRL

Name: GIANGARLO RUSSO Title: CEO  
(Name of official signatory)

Signed with company stamp: [Signature] Date: 23/01/2014  
(To be signed by exhibitor)

**Payment in US\$**

**By Bank Transfer in US\$ only payable to:**

Bank name: BANCO DI SARDEGNA SPA  
Bank address: Piazza Fontane Marose, 6 GENOVA  
Beneficiary name: Ediconsult Internazionale s.r.l.  
c/c: 10280  
IBAN CODE : IT51N010151720000000010280  
BIC CODE (SWIFT): BPMOIT22



Terms & Conditions on Page 2 Overleaf

**FOR ORGANISERS USE ONLY:**

The above application is hereby accepted for and on behalf of DSA Exhibition And Conference Sdn Bhd

Signed by Organisers: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

Ref No: \_\_\_\_\_

**1. Application for Space**

Application for space in the Exhibition shall be made on the form overleaf and shall be duly signed by the Exhibitor or a person authorised by him. When the Application for space is signed on behalf of an Exhibitor it should so state and should state the name of the Exhibitor. Following receipt of the Application together with initial payment the Organiser shall issue an acceptance of such Application which shall bind the Exhibitor to exhibit at the Exhibition and to observe the Rules and Regulations of the Exhibition (as amended from time to time). The Organiser reserves the right to refuse to accept any Application at its absolute discretion without giving reasons therefor.

**2. Payment**

(a) The payment schedule for space rental and Organiser's stand packages is as follows:  
100% with return of Application/Contract

(b) All sums payable under this Contract shall be paid together with the addition of such Goods and Services Tax (or such other government tax/levy) as is legally payable on those sums. The total cost represents only the payment for the site, with or without Organiser's stand fitting as appropriate, details of which are set out overleaf and all other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto.

**Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the Contract are not followed. These terms cannot be varied under any circumstances.**

Interest at the rate of 2% per month will be charged on any amount outstanding for a period exceeding 14 days after the due date for payment until payment is made.

**3. Cancellation of Exhibition Space**

In the event of the Organiser agreeing to any request for release from the Contract, the Exhibitor will be liable for all or part of the cost stated in the Contract overleaf on the following scale:

Cancellation 271 days or more before the show	60% of cost
Cancellation between 270 and 181 days before the show	80% of cost
Cancellation between 180 and 121 days before the show	FULL COST

This scale of charges will apply only from the date the Organiser receives written notice by letter, e-mail or fax. In addition to this scale, the Exhibitor will be liable for any specific cost incurred on his behalf by the Organiser.

**These terms cannot be varied under any circumstances.**

**4. Failure to Exhibit**

(a) Any organisation which, having signed a Contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor's own choosing and has not been released from the Contract by the Organiser shall be liable for the full amount stated in the Contract plus any additional costs incurred by the Organiser as a result of such failure to exhibit.

(b) The Organiser will not be liable in any way in the event that Bodies of Authority such as immigration and customs, prevent the attendance of personnel or exhibits at the Exhibition.

**5. Limitation of Liability and Indemnity**

(a) To the extent permissible under the law, the Organiser, its officers, directors, employees, servants or agents shall not be liable for:-

(i) the safety of the Exhibitor, its staff, servants, agents, contractors or invitees during the exhibition;  
(ii) any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by the Exhibitor, its staff, servants, agents, contractors or invitees or members of the public; or  
(iii) any other damages or loss (including, without limitation, the loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).

(b) The Organiser shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entry, siting or removal of exhibits, or for the failure of any services or amenities provided by the hall landlords or other third parties.

(c) While the Organiser may provide information on the relevant legal requirements applicable to the Exhibitor (including the licences and permits which the Exhibitor has to obtain), the Organiser shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.

(d) The Organiser shall not be responsible for the acts or omission of any contractor appointed by the Organiser to provide any products or services to the Exhibitor

(e) In the event that the Organiser is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of the Organiser for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to the Organiser for the space at the event at or during which the loss or damage was incurred or suffered. This limitation does not apply to claims in respect of personal injury or death.

(f) The Exhibitor shall indemnify and hold the Organiser harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred by the Organiser due to any act, omission, neglect or default of the Exhibitor, its staff, servants, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor infringes the intellectual property rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this Contract and is in addition to any other remedy which the Organiser is entitled to under the law.

**6. Sub-Letting**

The Exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of its site, whether for financial consideration or otherwise. The Exhibitor must, if it is an agent, distributor or licensee, state at the time of contract or through the Publicity and Technical Services Manuals' forms, the names of the principals to be represented. This does not prohibit an Exhibitor displaying the products of a principal for whom it becomes agent, distributor or licensee after the time of contract, with the prior written permission of the Organiser

**7. Exhibitor's Insurance**

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold the Organiser harmless in respect of the Exhibitor's liability to the Organiser. If the Organiser so demands the Exhibitor shall provide proof to the Organiser that the Exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their servants, agents or contractors are insured against claims for workman's compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition grounds until it has vacated the exhibition grounds and all its exhibits and property have been removed.

**8. Group Stands**

Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the Exhibition.

**9. Force Majeure**

The Organiser shall not be liable to the Exhibitor by reason of any cancellation or part-time opening of the exhibition, either as a whole or in part, for any non-performance of its obligations under this Contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within its control.

**10. Unforeseen Occurrences**

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of the Organiser shall be final.

**11. Copyright**

The Exhibitor gives permission to the Organiser to publish before, during and after the Exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/or Exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

- 1) original material,
- 2) paid for by the Exhibitor or,
- 3) already in the public domain such that the Organiser cannot be sued for copyright violation.

**12. Counterfeits and Copyright Infringements**

Copyright infringement will be vigorously policed at the Exhibition. Copies or counterfeit goods are not permitted at the Exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned from future exhibitions.

**13. Government Ruling**

The Exhibitor shall have no claim against the Organiser should national or state government authorities, acting independently or under the auspices of an international authority (e.g. the United Nations), ban, restrict or refuse participation at the Exhibition by the Exhibitor or the display or promotion of any of its products or services.

**14. Governing Law and Jurisdiction**

These Terms and Conditions and the Contract between the Organiser and the Exhibitor shall be governed by the laws of Malaysia, and the parties submit to the non-exclusive jurisdiction of the courts of Malaysia.

**TERMS AND CONDITIONS OF CONTRACT**  
DSA 2014 Page 2 of Space Contract - 20121 Milano  
Accepted by Exhibiting Company:

Signature: \_\_\_\_\_

Date: 23/1/2014