

coalindonesia

SPACE APPLICATION AGREEMENT

Exhibitor Details

CONTACT

Name (Mr./Mrs./Ms) _____

Job Title _____

Mobile _____

Email _____

COMPANY/INSTITUTION

Company/Institution Name _____

Street Address _____

City _____

State/Province _____

Country _____

Post Code/ZIP _____

Telephone* _____

*) complete with country and area codes

Facsimile* _____

*) completed with country and area codes

Website _____

Email _____

Business Details

INDUSTRY / INSTITUTION CATEGORY

Manufacturing Distributors/Agents/Dealers Service Providers Government Bodies

PRODUCTS/SERVICE TO BE DISPLAYED

1. _____

2. _____

3. _____

BRAND TO BE DISPLAYED

1. _____

2. _____

3. _____

Acceptance

WE HAVE READ AND UNDERSTOOD SHOW MANAGEMENT'S 'TERMS AND CONDITIONS' AND OTHER CORRESPONDENCES ISSUED IN RELATION TO 'COAL INDONESIA 2008' AND CONFIRM OUR PARTICIPATION AT 'COAL INDONESIA 2008'. WE AGREE TO BE BOUND BY ALL SHOW MANAGEMENT'S 'TERMS AND CONDITIONS' AND OTHER CORRESPONDENCES ISSUED IN RELATION TO 'COAL INDONESIA 2008' WHICH FORM PART OF AGREEMENT BETWEEN SHOW MANAGEMENT AND OUR COMPANY/INSTITUTION.

BY SIGNING THIS APPLICATION FORM, WE AGREE TO PAY THE TOTAL SPACE RENTAL DUE FOR EXHIBIT SPACE RENTAL AS STATED HEREIN.

Authorized Person

Signature _____

Place & Date _____

Space Requirements

STAND OPTION

Indoor Space Only
Space Rental: USD 200/sqm
Minimum Order: 18sqm

Indoor Shell Scheme
Space Rental: USD 250/sqm
Minimum Order: 9sqm

Outdoor Space Only
Space Rental: USD 150/sqm
Minimum Order: 36sqm

SPACE REQUIRED

_____ sqm

STAND PREFERENCES

Stand # _____

Space Rental

Space Rental Before Tax USD _____

10% VAT USD _____

Total Space Rental USD _____

Payment

PAYMENT SCHEDULE

First Payment:
20% unreturnable Administration Fee due with
Space Application Agreement

Second Payment:
30% of total Space Rental due 15 days
after Space Application Agreement

Third Payment:
50% of Total Space Rental on or before Payment
Deadline

PAYMENT METHOD & PROCEDURE

All payments to be made by bank transfer (net of
bank charges) to:

Account Name:
PT Perhutani Alam Wisata

Bank:
Bank Mandiri - Warung Buncit Branch

Account #:
127-000.4064174

RETURN THIS FORM TO:

COAL INDONESIA 2008 PROJECT
Jl. Warung Buncit Raya No. 4A
Jakarta 12740 - Indonesia

Telephone: +62 21 7974839
Facsimile: +62 21 7942793
Email: expo@coalindonesia.com



coalindonesia

TERMS AND CONDITIONS

AGREEMENT TO TERMS & CONDITIONS

These Terms & Conditions apply to the 3rd International Coal Mining Equipment Exhibition ("Coal Indonesia 2008") which be held on 18 - 21 November 2008 at Jakarta International Expo, Indonesia. By applying the Space at Coal Indonesia 2008, you agree to these Terms & Conditions.

SHOW MANAGEMENT

Show Management hereinafter means PT Perhutani Alam Wisata as PALAWI and all its management, employees, agents and representatives whose main office is at Jl. Buncit Raya No. 4 A, Jakarta 12740, Indonesia. Show Management agrees to manage, hold and promote the Exhibition and use its reasonable effort to provide exhibit space to the Exhibitor as in Space Application Agreement. In promoting the Exhibition, Show Management makes no warranties as to the number of visitors or the level of commercial activities generated in relation to Exhibition, and may at any time prior to the commencement of the Exhibition cancel the exhibition by notice to the Exhibitor if, in the Show Management's opinion, the Exhibition would not be commercially viable. In the event of such cancellation, Show Management will, within 30 days of cancellation date, refund to the Exhibitor the full amount of Space Rental previously paid by the Exhibitor. Show Management, in its discretion, may modify the Exhibition, including, but not limited to: (a) reallocate the Exhibitor's space or location; (b) changing exhibit floor layout; (c) amending the date of Exhibition; (d) shortening or lengthening the duration of Exhibition; (e) altering the official opening hours; and (f) move the venue of the Exhibition to another venue in the same city.

EXHIBITOR

Exhibitor hereinafter means company, government, association or any other institutions and all their management, employees, agents and representatives as in Show Management's Space Application Agreement. By signing Space Application Agreement, Exhibitor agrees to pay all Space Rental stated therein and agrees to be bound by all the Terms and Condition; Rules and Regulations; Technical Guidelines; Dates and Datelines; any and all other documentation or correspondences which may be supplied to the Exhibitor from time to time which form part of the Agreement. The Exhibitor will be permitted to use Exhibit Space for display and promote goods and/or services after all Space Rental have been paid

AGREEMENT

Agreement hereinafter means the contract between Show Management and Exhibitor in which Show Management agree to provide exhibit space to the Exhibitor for display and promote goods and/or services as in Space Application Agreement. An Agreement becomes effective when Show Management receives Space Application Agreement which has been appropriately completed and signed by Exhibitor's authorized officer and Show Management already received the Administration Fee. Application for Exhibit Space will be considered only if they are made on Show Management's Space Application Agreement.

SPACE RENTAL

Space Rental hereinafter means the total amount of payment that should be paid by Exhibitor to Show Management in relating to the Exhibitor's application for exhibit space as in Space Application Agreement. Space Application is based on Rental Basis and subject to 10% VAT. A 20% of total Space Rental constitutes Administration Fee which is non-refundable under any circumstances. Unless specified by Show Management, all Participation Fee do not include: (a) electricity connection, internet

access, telephone line and any other services connected to electricity, internet access, and telephone; (b) loading and handling equipment, services and staff; (c) duties and taxes; (d) advertising and promotional materials; (e) insurance; (f) stands build up, dressing and breakdown; (g) display materials; and (h) stand cleaning.

PAYMENTS

A 20% Administration Fee due with Space Application Agreement, the balance should not exceed Payment Deadline. Show Management will not secure space allocation unless Show Management has received Administration Fee. Exhibitor will not be permitted to occupy assigned space unless has paid to Show Management prior to the Exhibition all of the agreed Space Rental as in Space Application Agreement. In the event the Exhibitor fail to make any or all payment by the due date, a 2.5% per month of late payment fees will be applied on any outstanding. All cost and expenses incurred in recovering any overdue account will be under Exhibitor's obligation.

DISPLAY MATERIALS

Display Materials hereinafter means any and all materials displayed on Exhibitor's assigned space for the purpose of promotional and commercial activities including but not limited to machinery, equipment, tools, souvenirs, literature in any kinds including flyer, leaflet, brochure, catalog, poster, banner, company profile, reports or any other goods similar or dissimilar to promotional and commercial materials. All Display Materials should be in the scope of Exhibition. Display materials containing discrimination, racism, explicit sexual whatsoever that are not lawful to be displayed in the host country and may arise claims or objections are strictly forbidden. The Exhibitor indemnifies Show Management from and against any and all claims, damages, losses and cost suffered or incurred by Show Management which arise or may arise from any breach of this conditions by Exhibitor.

PROMOTIONAL ACTIVITIES

Promotional Activities hereinafter means any and all activities conducted on Exhibitor's assigned space for the purpose of promotional and commercial including but not limited to demonstration, literature distribution, souvenir distribution, prize contest or any other activities similar or dissimilar to promotional and commercial activities. All Promotional Activities should be in the scope of Exhibition. Promotional Activities containing discrimination, racism, explicit sexual whatsoever that are not lawful to be conducted in the host country and may arise claims or objections are strictly forbidden. The Exhibitor indemnifies Show Management from and against any and all claims, damages, losses and cost suffered or incurred by Show Management which arise or may arise from any breach of this conditions by Exhibitor.

CANCELLATION

In the event the Exhibitor wish to cancel their participation, cancellation must be made in writing and addressed to Show Management. Cancellation shall not be deemed to be given until it is received by post or by fax with authorized officer name and signature as appear in Space Application Agreement. Cancellation by email will not be accepted. The Exhibitor will receive a refund of Space Rental paid in excess of Administration Fee for cancellation made on or before Cancellation Deadline. No refund will be made on cancellation made after Cancellation Deadline.

UNOCCUPIED SPACE

If any Exhibitor's space remains unoccupied on Exhibition Opening Date, Exhibitor shall be deemed to have abandoned such space. Thereafter, Show Management

shall have the right to rent such space to any other exhibitor, or use such space in any other manner as Show Management deems necessary, in its sole discretion, without any obligation to Exhibitor. This conditions shall not be construed as affecting the obligation of Exhibitor to pay the full Space Rental as in Space Application Agreement.

CARE OF BUILDING

Show Management shall not be responsible for any damage that may occur to the Venue before, during or after the Exhibition caused by but not limited to stand build up, stand dressing, display materials move in, show operational, display materials move out or stand break down for any reason or cause and are hereby released from any claims whatsoever. Exhibitor shall take their own reasonable efforts to prevent the Venue against all risks and shall be responsible on any damage to the Venue.

CARE OF PERSONNEL AND PROPERTIES

Show Management shall not be responsible for any injury, death, loss or damage that may occur to exhibitor representatives and properties at any time before, during or after the Exhibition for any reason or cause and are hereby released from any claim whatsoever. Exhibitor shall take their own reasonable efforts to prevent their representatives and properties against all risks.

PASSPORT AND VISA

Show Management shall not be responsible for assisting the Exhibitor with obtaining a passport or visa for entrance into the country where the Exhibition is to be held. Should an Exhibitor fail to obtain these documents, any payable in accordance with Space Application Agreement shall remain owing in full.

FORCE MAJEURE

Under condition of act of God; civil commotion; strikes or lockouts; labor dispute; epidemics; act or order of public authority; military activity; terrorism; accidents; fires; earthquakes; floods; the elements or any other circumstances, similar or dissimilar beyond Show Management reasonable control which shall make it impossible or inadvisable for the Exhibition to be held at the time and place provided, Show Management will be released and discharged from the obligation to supply space. Show Management will, at their entire discretion, refund a proportionate share of the payment previously received by Show Management from Exhibitor. Show Management reserves the right to cancel, re-name or relocate the Exhibition or changes the dates on which it is held. If show Management changes the name, relocates to another facility within the same city, or changes the dates for the Exhibition to dates that are not more than 30 days earlier or later than the dates originally scheduled, the Agreement between Show Management and the Exhibitors remain unaffected and no refund will be made.

DISCLOSURE

The Exhibitor consents, under all relevant privacy legislation, to the use of any or all its company information including but not limited to name, postal address, contact numbers, website, email address, brands, logos whatsoever belong to the exclusive property of the Exhibitor by Show Management for internal and/or promotional purpose of the Exhibition.

JURISDICTION

The Agreement is governed by the laws applicable in Jakarta, Indonesia. Any unresolved matter, question, dispute or difference whatsoever arising between the Exhibitor and Show Management shall be settled in the courts located in Jakarta, Indonesia.

DISCLAIMER

All matters and questions not covered by this Terms & Conditions are at the discretion of Show Management. Show Management at any time may change, delete or add part or all of any provisions of this Terms & Conditions as Show Management deem necessary. Any or all alterations shall be equally binding all Exhibitors as the original Terms & Conditions.

