

# **RAIL SOLUTIONS ASIA -2012**

**BANGKOK CONVENTION CENTRE AT CENTRAL WORLD,  
BANGKOK. THAILAND. 23 - 25 MAY 2012**

We wish to book stand space at Rail Solutions Asia 2012 in the following exhibition area.

- Turnkey & General    Rolling Stock    Permanent Way & Infrastructure    Signalling & Comms.

Floor Space Only:                      £260 per sq.m. X ..... sq.m. = £.....

Floor Space & Shell Scheme:    £285 per sq.m. X ..... sq.m. = £.....

Shell Scheme for each 9 m sq booked includes; three partition walls, fascia board, one information counter, two folding chairs, two fluorescent lights, one 220V socket and a wastebasket. The hall is already carpeted.

Please enter your preferred Stand No. below. In the event that none of the stands are available, we will allocate an alternative and advise you accordingly.

1<sup>st</sup> Choice:.....    2<sup>nd</sup> Choice:.....    3<sup>rd</sup> Choice:.....

YOUR DETAILS: (Please supply an invoice address, if different to the one below).

COMPANY NAME:.....

ADDRESS:.....

.....

.....

TELEPHONE:.....                      FAX: .....

CONTACT NAME:.....

JOB TITLE:.....

**PAYMENT TERMS:**

- Deposit due with application is 50%
- The remaining 50% is due on or before 17<sup>th</sup> February 2012

We hereby apply for exhibition space in Rail Solutions Asia 2012, Bangkok 23<sup>rd</sup> – 25<sup>th</sup> May 2012. We confirm that we have received a copy of your terms and conditions and agree to abide by them.

Signature:.....Date:.....

**TDH Exhibitions, PO Box 139, Cranleigh, GU6 7WD, UK**  
Tel: +44 (0) 1483 548290, Fax: +44 (0) 1483 548302, e-mail: [tdh.norm@virgin.net](mailto:tdh.norm@virgin.net)

**PLEASE NOTE THAT BY SIGNING THIS FORM YOU AGREE TO OUR  
TERMS AND UNDERSTAND THAT YOU ARE INTENDING TO ENTER  
INTO A LEGALLY BINDING CONTRACT**

**EXHIBITOR COVENANT:** The Exhibitor agrees to abide by all rules and regulations adopted by TDH Exhibitions Ltd. (TDH) and agrees that TDH shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.

**ASSIGNMENT AND SUBLETTING:** The Exhibitor shall not assign any rights under this agreement or sublet the space without the prior written permission of TDH, which permission may be withheld, without giving any reason.

**INSURANCE:** Each Exhibitor exhibits at its own risk. The Exhibitor is responsible for and shall indemnify TDH Exhibitions Ltd. (the Organiser) in respect of all claims, (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done thereon or therefrom during the period of the Exhibition, or during the construction and dismantling periods, arising directly or indirectly by the act, omission or neglect of activity or other article or thing of the Exhibitor or in the possession or use of the Exhibitor.

The Organiser will take such precautions as it may consider appropriate for the proper running of the Exhibition, but will not at any time be responsible for the loss of, or damage to, or safety of any stand, exhibit, materials or other property of an Exhibitor, or any other person, under any circumstances.

All Exhibitors are advised to effect their own insurance against all relevant risks. In any event, each Exhibitor must hold a Public Liability policy of insurance for negligence, providing cover of at least £2,000,000 injury or damage.

**EXCLUSIONS OF LIABILITY:** The Exhibitor accepts all risks associated with the use of the exhibit space and environs. The exhibitor shall not make any claim or demand or take any legal action whatsoever, against TDH or the Bangkok Convention Centre (BCC), for any loss, damage or injury whatsoever caused, to the Exhibitor, its officers, employees, agents or their property.

**INDEMNITY:** The Exhibitor agrees to indemnify and hold harmless TDH and the BCC, their respective officers, agents and employees, against all claims, costs and charges of every kind, resulting from their occupancy of the exhibit space or its environs, for personal injuries, death, property damages or any other damage sustained by the Exhibitor or its officers, agents, employees or those for whom in law they are responsible or TDH or a visitor to the show.

**EXHIBITOR'S PROPERTY:** All of the Exhibitor's property at the show shall be at the sole risk of the Exhibitor and TDH assumes no responsibility for loss or damage thereto.

**BUILDING:** The Exhibitor is liable for any damage it may cause to the BCC or to any property of TDH, its agents or any other exhibitor. The Exhibitor may not apply paint, lacquer, adhesive or other coatings to the BCC or the property of TDH, its agents or any other exhibitor.

**CONDITIONS OF PAYMENT:** Non-payment of any part of the Contract Price or any other sums properly due from the Exhibitor to TDH will give TDH all or any of the following rights, which are in addition to any other rights TDH may have.

- To prohibit the Exhibitor from erecting and/or occupying the space or stand allocated.
- To use the allotted Space in such a way as TDH think fit.
- To exercise a general lien on all the Exhibitor's property in or about the Exhibition premises.
- To treat the Contract as determined.

**PAYMENT TERMS:** 50% of the total is payable with the application. The remaining 50% is due on or before 17<sup>th</sup> February 2012.

For contracts signed after the 17<sup>th</sup> February 2012, the full balance is payable with the application.

**TERMINATION OF CONTRACT:** TDH may terminate the Contract if the Exhibitor fails to observe or perform any of the Contract terms and conditions or if the Exhibitor becomes bankrupt or enters into or suffers any insolvency procedure under any jurisdiction.

**CANCELLATION BY EXHIBITOR:** The Exhibitor must give written notice of his intention to withdraw, which TDH in their discretion may permit by written confirmation, subject to the payment of the following charges as consideration for release from the Contract.

For written notice received before 17<sup>th</sup> February 2012 a cancellation charge of 30% of the total will be payable. For written notice received on or after 17<sup>th</sup> February 2012 a cancellation charge of 75% of the total will be payable. For written notice received on or after 5<sup>th</sup> April 2012 a cancellation charge of 100% of the total will be payable.

**REMOVAL OF EXHIBITS:** The Exhibitor agrees no display will be dismantled or goods removed during the entire run of the show, but will remain intact until the final closing hour of the last show day. The exhibitor also agrees to remove its display and the equipment from the show site by the final move-out time limit, or in the event of failure to do so, the exhibitor agrees to pay such additional costs as may be incurred.

**CANCELLATION/CURTAILMENT OF SHOW BY TDH:** In the event that the BCC is destroyed or becomes unavailable for occupancy, for reasons beyond the reasonable control of TDH, or if for any reason TDH is unable to permit the Exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, TDH will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott or other force majeure event.

**GOVERNING LAW AND JURISDICTION:** This contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the non-exclusive jurisdiction of the English courts.