

# Space Application

Please complete and return to Organizer:

The Union of Myanmar Federation of Chamber of Commerce and Industry (UMFCCI)

No. (29), Min Ye Kyawswar Road, Lanmadaw Township, Yangon.

Tel : (+95) 1 231 4344~49

Email : [centennialexpo.umfcci@gmail.com](mailto:centennialexpo.umfcci@gmail.com)



September 20-22, 2019

Myanmar Expo @ Fortune Plaza

[www.umfccicentennialexpo.com](http://www.umfccicentennialexpo.com)

We wish to participate as: Exhibitor \_\_\_\_\_ Company's name \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Job Title: \_\_\_\_\_

ITEMS	Total Cost
Space Only (min 36 sqm) \$200 USD per sqm x 9 sqm (3 mx 3 m)	USD
Basic Standard Package Booth (min 9 sqm) USD 2,200 x 9 sqm (3 mx 3 m)	USD
Shell Scheme Upgrade Type A (min 9 sqm) USD 2,500 x 9 sqm (3 mx 3 m)	USD

### Billing Address

PLEASE COMPLETE ONLY IF BILLING ADDRESS IS DIFFERENT FROM REGISTERED COMPANY'S ADDRESS

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/Postal Code: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

\* Above fee is subject to 5% commercial Tax (according to the Myanmar Government Law).

Shell Scheme Package includes: Wall paneling, fascia with company's name, lighting, carpet, lockable cabinet and chairs, wastepaper basket, power point.

We agree to pay 50% down payment on confirmation of admission and the balance of 50% by 30 July 2019.

In submitting this space application form, the exhibitor agrees to all points of the Conditions of Participation of the organizers and confirms to have received them. Failing other arrangements subject to the prior consent of the organizers, place of jurisdiction (venue) is Myanmar for companies in ASEAN and Japan for companies in other countries or, at the discretion of the Organizers, the registered office of the exhibitor.

\_\_\_\_\_  
Company seal and legally binding signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Job Title

To be completed by Organizer
Stand No:
Area:
Dimensions:

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## 1. Timetable

- Erection of booths (the "Build-up Period")  
17~19 September, 2019
- Duration of the Exhibition (the "Exhibition Period")  
20-22 September, 2019
- Dismantling of booths (the "Dismantling Period")  
23 September, 2019

## 2. Catalogue Entry

The participation cost includes a free entry of your company's full contact details in the official catalogue. The Exhibitor will be forwarded separate forms in due course for catalogue entries with costs.

## 3. Costs of Participation

The costs of participation to be paid are as set forth in the participation options described under Clauses 6.2 to 3.3 below. The general services and facilities (6.1) are included in all options under 6.2 and 6.3.

### Participation Options:

#### 3.1 General services and facilities

- Provision of net fair space (stand area), not for co-exhibitors
- Pro rata charge for collectively used area (difference between gross and net area)
- Air conditioning of halls during Exhibition Period as well as last day of Build-up Period.
- Entry in the catalogue
- Stand number panel with pictograph
- Cleaning of aisles and passages in halls (exhibitors are responsible for cleaning their stands)
- General security service (no individual surveillance)
- Fire protection service during Build-up Period, Exhibition Period and Dismantling Period.
- Design of open-air space and halls (flags, inscriptions).
- General illumination during Build-up Period, Exhibition Period and Dismantling Period.
- Equipping and operating a service centre (telex and telephone exchange, forwarding agents, technical facilities office and Organizer's office)
- Comprehensive visitor promotion
- Visitor registration system
- Information stands for visitors

#### 3.2 SPACE ONLY (min 36 sqm) is

USD 200 per sqm

Services and facilities for "SPACE ONLY" option:

- Hall area without structure, stand number

#### 3.3 BASIC STANDARD BOOTH (min 9 sqm) is

USD 2,200

UP GRADE STANDARD BOOTH

USD 2,500

Above fee is subject to 5% commercial Tax (according to the Myanmar Government Law).

Any additional technical services required, e.g. power, security, connection of water, local labour are to be provided exclusively by the Organizer at an extra charge and can be ordered using special order forms. Fees for additional stand assembly services supplementary to those included in the participation fee, and any orders for services shall be agreed or charged according to the Organizer's price lists valid at the time of the event.

The fees published by the Organizer are fixed prices and are binding on both parties once the Exhibitor has been admitted.

In the event of any change in the initial conditions agreed between local contractual partners and the Organizer or any amendment to legal provisions and fees after admission, the Organizer shall be entitled to charge these to the Exhibitor at the current rate.

## 4. Registration

Registrations must be submitted using the enclosed form, acknowledging the acceptance of these Terms & Conditions of Participation. The completed registration form bearing a legally binding signature of the Exhibitor should be mailed to:

The Union of Myanmar Federation of Chamber of Commerce and Industry (UMFCCI)

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Tel : (+95) 1 231 4344~49

Email : [centennialexpo.umfcci@gmail.com](mailto:centennialexpo.umfcci@gmail.com)

No account shall be taken of conditions or reservations specified by the Exhibitors contained in the registrations. Requests for specific sites do not constitute a condition of participation. Only upon receipt by the Organizer shall the registration be deemed to have been submitted. In consideration of the Organizer agreeing to consider the registration of the Exhibitor, the Exhibitor agrees that it shall not at any time during the Relevant Period withdraw its registration. Particulars given shall be stored for automatic data processing and shall be made available to third parties upon implementation of the contract. Registrations shall be processed in the order received. Any registrations received after the start of space allocation can only be considered if sufficient space is available. Any services offered by companies having exclusive rights in the fair grounds must be ordered through the Organizer.

For the purpose of this clause - Registration - the relevant period shall commence from the date the Exhibitors submits his registration to the Organizer and shall end on the last day of the exhibition.

## 5. Admission

In principle, only those Exhibitors whose product range is covered by the title and remit of the event shall be admitted in the Exhibition. There is no legal right to admission.

to decide on the admission of exhibitors and exhibits. Any firm which has failed to meet its financial obligations owing to the Organizer or affiliated companies (from previous fair participation and/or under the terms of these Conditions of Participation, or Item 9) may be rejected. Exhibitors will be informed of admission in writing and admission shall apply only to the Exhibitor stated therein. The mailing of the notice of admission gives rise to a contract between the Organizer and the Exhibitor.

The Organizer shall be entitled to revoke any admission if such admission was based on a misunderstanding, false information or if the preconditions for approval no longer apply. Should the Organizer be compelled to relocate or change individual stands, entrances, exits or aisles at a later point in time, this shall not give rise to any claims.

If through fault on the part of the Organizer the space allocated is no longer available, the Exhibitor shall be entitled to a refund of the participation fee, free of interest, as agreed liquidated damages. No claims for further damages may be submitted.

Following admission by the Organizer (conclusion of the contract), the obligation to pay the participation fee shall remain legally binding even if, for example, the authorities in the exhibiting country do not approve, in whole or part, the Exhibitor's import requirements, or if exhibits for any reason whatsoever fail to arrive in time or to arrive at all (e.g. owing to loss, delays in transit or customs), or if the Exhibitor or his agent is delayed or even unable to attend. Should the Exhibitor or his agent fail to take over the allocated stand area two days prior to the beginning of the Exhibition, such area may be otherwise disposed of in such manner as the Organizer shall determine in its absolute discretion. This shall not release the Exhibitor from his contractual obligations or entitle him to demand for refund or lodge any other claims against the Organizer.

## 6. Terms of Payment

The currency of invoice is in UNITED STATES DOLLAR (USD).

6.1 Participation costs set forth in item 6 shall be due upon approval of the registration. The exhibitor shall be billed for such amounts. 50% of the participation costs must be paid upon confirmation or allocation of space. The balance shall be paid not later than 30 July 2019.

6.2 Charges for others, separately ordered services or deliveries shall be payable at the time of performance or on the date of receipt of the invoice at the latest.

6.3 All remittance are payable to UMFCCI, in the currency inclusive of remittance and beneficiary bank charges and must be made by draft or direct transfer to:

Bank : Co-operative Bank

Branch : CB Bank-UFC Branch

Account No : (Kyats)-008660020000531  
(USD)-0086101200024651

Swift Code : CPOB MMMY

The Organizer shall have sole and absolute discretion

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6.4 For failure to meet any and all commitments on the part of the Exhibitors, the Organizer shall be granted a right of lien in respect of the exhibitors' stand equipment and exhibits (the "Lien Items") on the understanding that the Organizer is entitled to realise and/or sell the Lien Items in order to meet such commitments. The Organizer cannot be held liable for damages to/loss of the Lien Items arising from such realisation and/or sale.

6.5 If invoices are sent to a third party on the Exhibitor's instructions, the latter shall still remain a debtor of the Organizer.

6.6 In case of default by the Exhibitor of payment of any sum due to the Organizer, interest shall be charged on the outstanding sum at a rate of 7% p.a. Where payment dates are not met, the Organizer shall be entitled to rescind the contract or otherwise dispose of the stand area and the Exhibitor shall be responsible for all losses suffered by the Organizer. Item 10 of the Conditions of Participation shall apply.

## 7. Withdrawal or Non-Participation

The Exhibitor shall not be entitled to withdraw his registration or reduce the fair space after submission of the form of registration. Both the participation fee and any other costs actually incurred by the Organizer must be paid. Withdrawal by the Exhibitor or any waiver of the allocated stand area shall only be reviewed upon receipt by the Organizer of a written declaration to that effect. The Organizer is entitled to rescind the contract in the event of an application for composition or bankruptcy proceedings in respect of the Exhibitor's assets or where such an application is rejected on the grounds of insufficient assets. The Exhibitor shall inform the Organizer thereof at once.

## 8. Exhibits

All exhibits must be listed individually on the registration form giving an exact description. Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent of the Organizer.

Admissible within the scope of accepted standards. the Organizer is neither in charge of nor responsible for questions of licenses, quotas or transfers of sales proceeds claims of Intellectual Property Right (IPR) compensations etc.

## 9. Technical Guidelines

The Technical Guidelines are a constituent part of these Conditions of Participation and must be adhered to. The Technical Guidelines shall be handed over to the exhibitor at the latest with the order form for services.

The Organizer and her affiliated companies are liable for personal injury and damage to property only in the case of wilful intent or gross negligence on its part or the part of its servants. It accepts no duty to exercise proper care with respect to exhibits and/or stand fittings. This exclusion is in no way limited by the security measures provided or decoration services undertaken in individual cases. The

Exhibitor is liable for all damages caused to third parties as a result of his trade fair participation, including damages to buildings on the fairgrounds and to the exhibition halls and/or their furniture and fittings.

## 10. Reservations

Any rules and regulations of the host country or the local contractual partner differing from these Conditions of Participation or imposing additional restrictions shall have precedence at all times. the Organizer shall not be liable for any resulting losses or other disadvantages to the Exhibitor.

The Organizer shall be entitled to postpone, curtail, extend or cancel the event and to close individual or all sections of the fair temporarily or permanently due to Act of God, force majeure, orders/directives imposed by any Government authority or any other unforeseen circumstances. Should it become necessary to postpone, curtail, extend or cancel the event, the Exhibitor shall not be entitled to withdraw from the contract or claim compensation; should he nevertheless waive his right to the stand area allocated to him, Item 10 of the Conditions of Participation shall apply. The Organizer shall not be liable for any losses sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension or cancellation. Rather, the Exhibitor shall in such case be required to bear a reasonable share of the costs incurred by the Organizer in preparing for the event.

## 11. Copyright

The Exhibitor gives permission to the Organizer 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 Organizer cannot be sued for copyright violation.

## 12. Final Provisions

In submitting the registration, the Exhibitor agrees to be bound by these Conditions of Participation. Any other agreements, individual permits or special arrangements shall require written confirmation by the Organizer.

The English text shall be binding. Failing other arrangements subject to the prior consent of the Organizer, place of performance for payments is UMFCCI, Yangon, Myanmar.

Should any of the above items be or become invalid, this shall not affect the validity of the remaining terms. The resulting gaps shall be filled in such a way as to maintain the sense and purpose of the contract. Any claims of the Exhibitor as against the Organizer shall be barred after three months. The period of limitation shall commence with the end of the month in which the event closed.

All costs and expenses (including legal costs on a full indemnity basis) incurred by the Organizer in the recovery of any monies payable to it by the Exhibitor or in the enforcement of any terms of these conditions shall be borne by the Exhibitors. Time shall be of the essence of the contract in relation to all provisions of these conditions as shall relate to the payment of any monies from the Exhibitor to the Organizer.

All notices, demands or other communications required or permitted to be given or made under these Conditions shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof at its address specified in these Conditions or in the Application Form (as the case may be), or such other address notified by such party. Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter) two days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted. ■