

THE HOTEL LAB SHOWCASE BY GLHIP

TERMS AND CONDITIONS

1. INCORPORATION

- a. The terms of the Contract will apply to the Package, Exhibition Benefits and Package benefits ("the Benefits") as detailed above to the exclusion of all other terms and conditions and prevail over all inconsistent terms including any that the Client seeks to apply to the Contract under any order, specification, proposal or other document and the Client waives any right which it may otherwise have to rely on such other terms and conditions.
- b. Variations to the Contract, including adding to, deleting from or cancelling this Contract, and the waiver of any right under this Contract, shall only be effective if agreed in writing by Ghip.

2. CHARGES AND PAYMENT

- a. In consideration of the grant of the Benefits, the Client agrees to pay the Contract Price to Ghip. Unless otherwise stated the Contract Price quoted by Ghip is exclusive of the applicable Sales Tax, GST or VAT, which will be additionally payable by the Client.
- b. Ghip will invoice the Client for the Contract Price following its acceptance of the Contract. Invoices are payable and due within the payment terms set out in this Contract. Notwithstanding this, all amounts must be paid in full prior to the event start date.
- c. We may charge you a fee if you pay by credit card and if we do, we will include this information on our invoice.
- d. No payments shall be deemed to have been received until Ghip has received it in full cleared funds. The Client shall make all payments due to Ghip without any deduction, by way of set-off, counterclaim, discount, abatement or otherwise.
- e. Without prejudice to any other rights or remedy that it may have, if the Client fails to pay Ghip in accordance with Clauses 2.a) and 2.b), Ghip may: (a) suspend the performance of all of its obligations under the Contract until payment has been made in full; (b) charge daily interest to the Client (compounded monthly) on any overdue amounts (whether formally demanded or not) at the rate of 4% per year above the base lending rate of Kasikorn Bank Company Limited for the time being in force, from the date when such amounts were due until the date of payment (before as well as after any judgment); (c) charge an administration fee and associated charges in respect of any enforcement if the debt is passed to a collection agency; and (d) in case of continuing non-payment then Ghip shall the re-sell the Benefits, including any allotted space, and may remove and/or exclude the Client and all other persons without prejudice to its rights to recover all monies payable by the Client hereunder.

3. CONTRACT CANCELLATION

- a. The Client is not permitted to cancel this Contract except with the written consent of Ghip.
- b. Where there is an agreed cancellation permitted by paragraph (a) above, the Client shall pay to Ghip the amount, representing liquidated damages to compensate Ghip for all losses incurred as a result of the cancellation, as follows:- 100% of the Contract Price for cancellation made prior to the start date of the event.

- c. If Ghip cancels the event or events, a full refund (100%) will be made to the Client of all monies paid by the Client up to the point of cancellation.

4. POSTPONEMENT

- a. If, in the opinion of Ghip, the event can be carried out, by re-arrangement or postponement of the period of the event, or by substitution or any other reasonable manner, the contract shall be binding upon the parties.
- b. The Client shall have no claim of any kind against Ghip in respect of loss or damage (whether direct or indirect or whether consequential or not) upon the prevention, postponement or abandonment of the Event by reason of the happening of any event.
- c. Ghip shall be entitled to be re-allocate a date and Venue for the event and retain all sums paid by the Client to date.
- d. Upon a new Venue and date of the Event being arranged, or upon the date for performance falling due, whichever is the latter, the Client shall pay the balance of all monies due to Ghip.

5. GENERAL INDEMNITY

- a. The Client and Ghip irrevocably indemnify each other and their agents, servants, officers, employees harmless against all and any damages, losses and/or claims suffered by either party and/or any third party (if so caused by either party), arising out of and during the course of the preparation for and/or the duration of the Event, regardless of the reason for or the cause of such damage, losses and/or claims. Notwithstanding anything to the contrary in these terms and conditions nothing in this contract shall exclude, restrict or limit either party's liability for death or personal injury resulting from its negligence.

6. CLIENT EMPLOYEE, AGENT AND REPRESENTATIVES INDEMNITY

- a. The Client irrevocably indemnifies and holds Ghip harmless against all and any damages, losses and/or claims of, and/or suffered by any and all employees, agents and representatives (whether official or not) of the Client, arising out of and during the course of the preparation for and/or the duration of the Event. Notwithstanding anything to the contrary in this contract, nothing in this contract shall exclude, restrict or limit either party's liability for death or personal injury resulting from its negligence.

7. INSOLVENCY OR BANKRUPTCY

- a. In the event of the Client, or the intending Client, committing any act of insolvency or bankruptcy or being adjudged insolvent or bankrupt or, if a limited company being wound up except for the purpose of capital reorganisation the Contract with it shall be terminated, its Benefits cancelled and all monies paid by it under such contract shall be retained by Ghip.

8. FORCE MAJEURE

- a. Ghip shall not be liable for any loss suffered by the Client arising out of the delay in or prevention of performance of Ghip's obligations under this contract due to any events outside of its control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, failures in utility supply, supplier failures, systems interruption, power surges, network unavailability, equipment failures, virus attack and any comparable circumstances.
- b. If Ghip determines that its performance is delayed or prevented, it shall give notice in writing, including email, to the Client.
- c. Ghip shall not be liable for any claim, whether arising in contract, tort (including negligence) or otherwise (including, without limitation, the prevention or postponement or abandonment of the Event, the Exhibition

Building becoming wholly or partially unavailable for the residing of the Event or the Event Platform not being able to deliver the event) for any reason for consequential, economic, special or other indirect loss including (without limitation) losses calculated by reference to profits, contracts, business, goodwill, income, production or accruals.

- d. In the event of prevention or postponement or abandonment of the Event by reason of the happening of any of the events referred to in this clause or the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond Ghip's control or the Event Platform not being able to deliver the event, Ghip shall be entitled to retain all sums paid by the Clients or such part thereof as Ghip in its sole discretion shall decide.
- e. If in the opinion of Ghip, the Exhibition can be carried through, by re-arrangement or postponement of the period of the Event, or by substitution of another hall or building or any other reasonable manner (including a change in format, including a virtual event), the contract or contracts for space shall be binding upon the parties except as to the size and position of the stand, as to which any modification, substitution, or re-arrangement Ghip in its sole discretion considers necessary shall be determined by Ghip.

9. LIABILITY AND INSURANCE

- a. Ghip will not be responsible for the safety of any exhibit or property of the Client, or any other person for the loss, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage sustained by the Client, by reason of any defect in the building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of Ghip not or for any loss or damage occurred.
- b. As Ghip will accept no responsibility for any of the matters aforesaid, the Client is advised to cover itself by insurance in respect thereof.

10. PRIVACY

- a. The Client authorizes Ghip to use the information provided by it to Ghip in such a manner as Ghip regards as appropriate to deliver its obligations under this Contract. This may include accounts processing, exhibitor analyses, event App, event invitations and giving it to our Event contractors, including stand builders.
- b. Ghip will collect, process and transfer all data relating to the event, including that provided by the Client, under the terms of its Privacy Policy (<https://www.ghip.com/privacy-policy>). In doing so it shall comply with GDPR, and all other relevant data protection laws in providing attendee leads to the Client. The Client in turn agrees to process the attendee leads' personal data in a manner that is compliant with GDPR and all other relevant data protection laws.

11. EXHIBITION RULES

- a. Should the Event and/or the Benefits include an Exhibition then Ghip's Exhibition Rules (<https://www.ghip.com/the-hotel-lab-events-terms>) will apply to participation at the Event.

12. GENERAL

- a. The Client may not cede, grant a license, assign, transfer, or sub-contract its rights or obligations under this Contract without the prior written consent of Ghip. Ghip may assign or transfer the benefit of these Conditions to any person and may sub-contract or delegate any of its rights and obligations under the Terms and Conditions to any person or company.
- b. These Terms and Conditions constitute the entire agreement between the parties. The Client acknowledges and agrees that in entering into the Contract, it has not and does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made).

- c. If any provision (or part of) of the Contract is found to be unenforceable it shall to the extent of such unenforceability be deemed severable and the remaining provision/s of the Contract (or part of) shall continue in full force and effect with the minimum modification necessary to make it enforceable.
- d. The Contract shall be governed by and construed in accordance with the laws of Singapore, and the parties submit to the non- exclusive jurisdiction of the courts of The Kingdom of Thailand.