

PSECE 2010

PHILIPPINE SEMICONDUCTOR AND ELECTRONICS CONVENTION AND EXHIBITION

2-4 June 2010

SMX Convention Centre, Pasay City

(All Space Application Forms should be sent either thru fax at 8449037 or email to katllorin@seipi.org.ph)

SPACE APPLICATION FORM

Company Name

Address

City Zip Code Country

Telephone No/s Fax No/s.

Email Address Website

Contact Person Designation

We hereby wish to participate in the above Exhibition and will require booth/s (specify number of booths).

9sqm (Php65,000) 18sqm (Php105,000) 36sqm (Php185,000)

____ > or equal to 54sqm (Php4,537/sqm.) ____ > or equal to 180sqm (Php4,000/sqm.)

1st Preference _____ 2nd Preference _____ 3rd Preference _____

Products/Services to be Exhibited: (Please specify on the line provided.)

- Electrical Power Equipment & Power** _____
- Electronics & Services** _____
- Electronics Subsystems** _____
- Consumer Electronics Products** _____
- Instrumentation & Control Products & Services** _____
- Communication Electronics Product** _____
- Semiconductor Products & Services** _____
- Software Products & Services** _____
- Allied & Support Products and Services** _____
- Others** _____

We understand that space availability is on a first-come first-served basis and that our space is confirmed only after full payment of the Exhibition Fee on or before 07 May 2010, and that a 30% Fee will be imposed to booth cancellations filed after the said date.

We understand that the Early Bird discount of 10% is only applicable to Exhibition Fees paid on or before 30 March 2010.

We understand that the company name written on this application form may be used in all advance publicity materials and our participation takes place on conditions contract and agree to exhibit rules and regulations.

Name & Signature of
Representative

ERNIE B. SANTIAGO
President

DEFINITION

1. In these Conditions, save as the context otherwise requires:
 - 1.1. "Organizers" means the proponent and management team in charge of all respects of the Exhibition who are respectively, the Semiconductor and Electronics Industries in the Philippines, Inc. (SEIP)
 - 1.2. "Exhibition" to be Organized by the Organizers as specified in the application form.
 - 1.3. "Conditions" mean these terms of application and Exhibitions, rules and regulations as amended from time to time by the Organizers
 - 1.4. "Exhibitor" means a sole proprietorship, partnership or limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizers.
 - 1.5. "Exhibition Venue" means SMX Convention Center.
 - 1.6. "Publicity Material" means the promotional gifts, catalogues, pamphlets and any advertising and publicity materials whatsoever, which an Exhibition wishes to display, distribute or use at the Exhibition.

ELIGIBILITY FOR AND CONDITIONS OF PARTICIPATION

2. The Organizers have absolute discretion in the admission of Exhibitors. Until an Exhibitors' application has been accepted in writing by the Organizers, no rights to exhibit are granted notwithstanding payment or acceptance of the full rental submitted with the application. The Organizers reserve the right to decline any application without reason.
3. Exhibition space is licensed strictly to the Exhibitor for trade promotion purpose only for the Exhibit duration. Exhibitor is required to use the space allocated in manner satisfactory to the Organizers both during assembling and installation of stand as well as at the Exhibition. The Organizers reserve the right to clear all or part of the space allocated to the Exhibitor at Exhibitor's expense without notice should they not be satisfied with the way the space is being used. Save as proved in these Conditions, no Exhibitor shall have any claim for any refund in respect of the space rental or any other payments.

PAYMENT

4. The appropriate application, which shall be non-refundable, (save as provided in these Conditions) must accompany each application. The full payment will be due upon written confirmation by the Organizer stating Exhibitor's booth assignment.
5. The Organizers reserve the right to demand additional, non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.
6. In the event that an application for space is not accepted by the Organizers, the application fee paid shall be refunded without interest to the Application within thirty (30) days from the date of rejection notice.
7. If an exhibitor withdraws for whatever reason, his application before his receipt of a rejection or after his application has been approved, the application fee will be forfeited.

SPACE ALLOCATION

8. The Organizers have absolute discretion in allotting space for and the location of Exhibitor's stands or shell booths. Space allocation is on a first-come-first-serve basis. The earliest application form received should have the first priority. All decisions to such effect shall be final and no request for change shall be entertained.
9. The Exhibitor's license to exhibit at the Exhibition and to use, on a non-exclusive basis, the space or the shell booths is personal to the Exhibitor and shall be transferred, assigned, subcontracted or howsoever shared with any Third Party regardless of the relationship between the Third Party and the Exhibitor

STAND CONSTRUCTION

10. Stands and exhibits shall not exceed the maximum floor loading limit of 250 psf.
11. The Organizers reserve the right to alter or remove without notice and at the Exhibitor's expense, any stand which defers from the approved specification or any stand that does not conform to the Organizer's required standard or Rules and Regulations. The Exhibitor shall have no claim against the Organizers or their agents of any extra cost of replacing his stand to conform to the Organizer's specification or for any other losses or damages.
12. Work of any kind carried out at the Exhibition Venue must conform to the current local regulations in force in the Philippines and those specified by the Organizers. This applies to the Exhibitor, his agents, contractors and sub-contractors. The Organizers reserve the right to stop any work which contravenes with any of these regulations and the Exhibitor shall have no claim against the Organizers or their agents for any other losses or damages.
13. The suspension of stand or lighting fittings from the ceiling structure of the Exhibition Venue will not be permitted unless prior approval in writing is obtained from the Organizers.
14. Fixings to the surface of the floors to secure margin boards and other stand fittings will not be permitted unless prior approval in writing is obtained from the Organizers.
15. The removal and disposal of crates and stand fittings or materials are not covered by the rental are subject to an additional charge.

SHELL BOOTHS

16. Shell Booths are provided by the Organizers official contractor are of a standard design. No variation of the fascia board, lettering, and the fittings of the shell booth shall be allowed unless prior written approval is given by the Organizers.
17. No decoration, booth fitting or exhibit shall exceed the height of the shell booth unless prior written approval is given by the Organizers.

ELECTRICITY

18. Only electricity can be used as a source of light or power in the Exhibition Venue.
19. All electrical works unless when specified as included in a booth package shall be carried out at Exhibitor's expense by the official contractor appointed by the Organizers. Design plan or proposals for electrical installation must be submitted to reach the Organizers not later than 2 months before the Exhibition. The Organizers may require amendments or variations to be made to the design plan or proposals before approving the same or may withhold approval at their discretion.
20. Electric current will be supplied in 220V, single phase. Electric current of a higher voltage, three phases will be supplied subject to prior arrangement with the Organizers. The maximum electric power that will be supplied is 20KW/15sqm of Exhibition space.
21. Electricity whether from the main, batteries, or generators shall be supplied only through the Exhibition Venue's official contractor.

USE OF SITE AND SAFETY

22. Precautionary measures such as guards or other means of protection must be taken to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits shall have the Organizer's prior written approval.
23. The use of laser products at the Exhibition requires prior written approval from the Organizers. Application for approval of such must be submitted to reach the Organizers not later than 2 months before the Exhibition
24. No advertising or demonstration at the Exhibition, including the staging of fashion shows and musical performance, will be allowed at the Exhibition Venue unless the Organizer's advance approval is obtained. All fees and expenses in connection with application of musical performance and fashion shows shall be borne by individual Exhibitor concern.
25. Publicity materials may only be distributed from the Exhibitor's own stand or shell booth. No advertising, demonstration or canvassing for business may be carried anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed within the confines of the Exhibitor's stand.
26. No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.
27. Gas-filled balloons will not be permitted at the Exhibition Venue under any circumstances.
28. Exhibitor's stand must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's product and/or services and shall be duly authorized negotiate and conclude contracts for the sale of the Exhibitor's products/services. The Exhibitor shall produce that the representative shall comply with these Conditions and with any and all directions which the Organizers or its agents may give before or during the Exhibition.
29. The Organizers shall be entitled (without any obligation to give any reason therefore and without incurring any liability whatsoever to the Exhibitor or any other person) to require forthwith be removed, and to remove, at the Exhibitor's expense, from any Exhibitor's Stand or Shell Booth or any area or space made available to any Exhibitor, any goods, publicity material, items or things displayed or physical threat which in the sole and absolute opinion of the Organizers.
30. The Exhibitor warrants that the exhibits and packages thereof and the Publicity Material do not in any way whatsoever violate or infringe any third party's rights including trademarks, copyrights, designs, names, and patents whether registered or otherwise, and agree to fully indemnify the Organizers and its agents and contractors against all cost, expenses and damages arising from any third party's claim of infringement by the Exhibitor and or the Organizers of such third party's rights.
31. Stand assembling, installation and decoration must be carried out within the time limit specified by the Organizers. Any extension in the moving-in-moving-out time shall be requested in writing and must be approved by the organizer. However, all changes due theret covering for the extension period must be borne by the exhibitor. The Organizer reserves the right to assemble, install, or decorate any space which is not complete by that the at the Exhibitor's expense.
32. Repairs or alterations to the stand or displays may only be carried out after the Exhibition is closed to the public and with prior agreement of the Organizers.
33. No stand or exhibits shall be dismantled or removed before the official closing time of the Exhibition on the last day of the Exhibition unless special permission has been granted by the Organizers.
34. All audio visual equipment must be cited and be of a noise level so as not to cause any inconvenience to other exhibitor or visitors. The Organizers reserve the right to appoint one or more exclusive audio visual suppliers whereupon the exhibitor shall be obliged to hire the equipment of such exclusive suppliers.
35. No exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from the Organizers.
36. Public auction shall not be permitted at the Exhibition Venue under any circumstances.
37. Full particulars of all person, agents, or representatives of the Exhibitor must be submitted to the Organizers for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives as are approved by the Organizers ("authorized personnel") will be issued badges for identity and admission purposes. The Exhibitor shall procure that as authorized personnel:
 - 37.1. Display their badges conspicuously while at the Exhibition Venue;
 - 37.2. Do not pass their badges to any other person
 - 37.3. Return their badges to the Organizers at the conclusion of the Exhibition or earlier, upon demand by the Organizers;
 - 37.4. Comply with all obligations expressed to be imposed by these Conditions on the exhibitor; and
 - 37.5. Comply with all obligations imposed on them as the condition of their approval by the Organizers.
38. The Organizers shall arrange and be responsible for all publicity arrangements for the Exhibition both overseas and in the Philippines and no exhibitor, or its agents, shall give cause to be given any interview, public announcement, press statement, or any other publicity whatsoever intended to publicize the Exhibition as a whole.
39. The Exhibitor shall not disclose, appropriate, or use and shall prevent its representative at the Exhibition from disclosing, appropriating, or using any technical or confidential information regarding the business or affairs of the Organizers or any of the exhibitors at the Exhibition acquired by way of the Exhibitor's license to exhibit at the Exhibition.

MOVE-IN AND MOVE-OUT OF STAND MATERIAL EXHIBITS

40. Exhibitor shall move-in to the Exhibition Venue according to the arrangements and within the time limit specified by the Organizers. Only fully paid Exhibitors shall be allowed to move-in.
41. The arrangement and payment for transporting goods to and from the Exhibition Venue, receiving, decorating and removing its exhibits are entirely the responsibility of the Exhibitor.
42. No trolleys/Dollies shall be allowed on any carpeted areas on the Exhibition areas.
43. All exhibits, stand materials and the like shall be removed immediately after closing of the Exhibition according to arrangements and within the time limits specified by the Organizers. Any exhibits or stand materials left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed off by the Organizers at the expense of the Exhibitor concerned. All proceeds, if any of such disposal shall be retained by the Organizers.
44. The Organizers reserve the right to appoint one or more exclusive contractors to handle the movements of all goods and exhibits in and out of the Exhibition Venue, whereupon the exhibitor shall be obliged to hire the services of such exclusive contractors.

EXCLUSION OF LIABILITY

45. None of the Organizers, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury, or other damages caused by the negligence of the Organizers or their employees, suffered by or caused to the exhibitor, its agents, its representatives, employees, or contractors or the products or other property of the exhibitor or any exhibitor or visitor.
46. The Organizers shall not be responsible in any manner whatsoever for the consequences of any introduction of commercial transaction made during or as a result of the Exhibition.
47. The Exhibitor undertakes to indemnify and at all times hereafter to keep indemnified the Organizers, its employees and agents on demand from and against all liability, actions, proceedings, claims, damages, costs and expense whatsoever which it may suffer or incur by reason of or in relation to the agreement hereunder or by any breach by the Exhibitor of these Conditions.
48. The Exhibitor shall be responsible for effecting insurance which shall include (but not limited to) his displays, exhibits and stands against loss or damage by theft, fire, public (including occupiers liability) and any other natural causes, and shall produce such policy of insurance to the Organizers upon request.
49. The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organizers upon request. The Exhibitor is fully liable for any loss or damage caused by an act or omission of the exhibitor his representatives, employees or agents to any property of the Exhibition Venue, the other exhibitors or the Organizers.
50. The Organizers reserve the right to exercise a general line over any property the Exhibitor has in the Exhibition Venue in respect of all monies due to the Organizers (including claims for damages) in connection with the Exhibition.

WAIVER

51. The waiver by the Organizers of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

TERMINATION OF RIGHT TO EXHIBIT

52. The Organizers shall have the right to terminate without notice an Exhibitor's right to exhibit in any of the following event:
 - 52.1. If an exhibitor or any of its representatives commits a breach of any of these Rules and Regulations;
 - 52.2. If an exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed overall or any part of its assets or takes or suffers any similar action in consequence of death;
 - 52.3. The exhibitor conducts any activity which, in the opinion of the Organizer does not conform to the nature and purpose of the Exhibition or interfere with the right of other exhibitors at the Exhibition (e.g. counterfeit products);
 - 52.4. The exhibit space is not occupied by the exhibitor by 9am on the first Exhibition day, the Exhibitor shall be deemed to have cancelled the exhibit space contracted for, and the Organizer shall have the right to use such space as it deems appropriate. The application fee paid will be forfeited as if the Exhibitor has cancelled the participation as of such date;
 - 52.5. If the Organizers in their sole and absolute discretion decide that such rights shall be terminated.
53. In the event that the Exhibitor's right to exhibit is terminated under 52 (a), (b), (c), the Exhibitor shall have no claim for refund of any payments against the Organizers.

CANCELLATION OF EXHIBITION

54. The Organizers reserve the right to cancel, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor due to the circumstance outside the Organizers control including but not limited to war, embargo, civil unrest, legal proceedings or government regulations that make it impossible or impractical for the Organizers in the absolute discretion to hold the Exhibition. The Exhibitor shall have no claim against or Organizers or their agents, whether for loss or damage, or return of all or part of any payment by the Exhibitor in respect of any cancellation, alteration, reduction, shortening or extension made in accordance with this provision.
55. The Organizers reserve the right to change the plan, site character, or Exhibition Venue at any time without giving notice to the exhibitor. Proportional allowance for space rental may be made if deemed appropriate by the Organizers (in their absolute discretion) but shall be liable for any further compensation to the Exhibitor.

ADDITIONAL RULES AND REGULATIONS

56. The Organizers reserve the right to interpret, alter, and amend on any of these Conditions and to issue additional Rules and Regulations at any time necessary for the orderly operation of the Exhibition. All interpretation of these Conditions and any additional Rules and Regulations by the Organizers shall be final.
57. The Exhibitor shall abide by the Rules and Regulations of the Exhibition Venue which are deemed to be integral parts and incorporated into these Conditions. In the event of conflict between the provisions of such Rules and Regulations and these Conditions, these Conditions shall prevail. Copy of the Rules and Regulations of the Exhibition Venue is available from the Organizers upon request.

GOVERNING LAW

58. Disputes and interpretation of this application and all exhibit rules and bulletins shall be decided upon by SEIPI, and, its decision shall be final. In case of court litigation, the venue shall be the courts of Makati City.