

Terms and Conditions

- 1. Exhibitors and Organizer :** In this contract, exhibitors refer to as companies, associations, and organizations that have submitted applications and contracts to participate in the exhibition, hosts refer to 'Korea Coast Guard' and 'Incheon Metropolitan City' that host the exhibition, and organizers refer to 'Incheon Tourism Organization' and 'Reed K. Fairs' that manages the exhibition.
- 2. Priority of the contract :** If the terms agreed upon by both parties prior to this contract, either orally or in other documents, are different from this contract, this contract supersedes any provisions agreed prior to this contract. And this contract may not be modified unless the organizer signs the document.
- 3. Signing and acting on behalf of the exhibitor :** Reed shall be entitled to rely on the authority of the Exhibitor's representative as authorized to sign the contract. As long as Reed verifies that (s)he works for Exhibitor or has an appropriate reason to believe that (s)he represents Exhibitor, exhibitor shall implement the contract.
- 4. Right :** After the payment of the full contract price, the Exhibitor will have a right to participate in the Exhibition. The right in this paragraph means displaying Exhibitor's products or services, not a venue lease contract.
- 5. Assigning Venue :** Reed's decision regarding assigning location of venues is to be binding on the Exhibitor. The organizer allocates the exhibitor's space in consideration of the participation performance, booth size, order of application, order of payment in full, characteristics of exhibits, and the overall composition of the exhibition hall. The exhibitor is obligated to agree with decision made by the organizer regarding venue assignment unless it is considered to be extremely unreasonable decision that does not allow Exhibitor to achieve its objective of signing this contract. Also, even if the exhibitor ceases to use either the part or the entire contracted booth, the exhibitor still must pay the entire contract amount.
- 6. Items to be displayed :** Exhibitor may display only items that are already notified to organizer. If displayed item is not what it has been notified or items do not conform to the character of the exhibition, organizer have right to limit the list of items to be displayed or may request to take the item out from exhibition. Also, organizer may limit the list of items to be displayed from a single booth.
- 7. Guarantee :** The Exhibitor represents guarantees that it is entering into this contract as principal and not as a nominee of any third party and that there is no likelihood for the exhibits, products and advertising to infringe any patent, trademark, copyright and other intellectual property right of any party. Therefore, exhibitor agrees that in the event of any breach of the terms stated in this paragraph, the contract is to be terminated and the exhibitor shall indemnify organizer against any occurred costs related with.
- 8. Installation and demolition :** Installation and demolition must be completed within the period stipulated by the organizer, and the exhibitor must indemnify the organizer for any losses or expenses due to delay or damage to the exhibition hall.
- 9. Payment Terms :** The exhibitor agrees to pay the exhibition participation fee according to the payment conditions or payment methods provided by the organizer or provided on the quotation or invoice. If the exhibitor signs a contract after more than one of the payment installments due, all installment up to and including the current payments shall be paid by the exhibitor.
- 10. Delay in payment :** If the exhibitor does not pay the amounts that were supposed to be paid within the payment due as stated in the quotation or invoice, an interest of 6% of the legal interest rate will be imposed on the amount. This is because of the additional operating and collection costs incurred constantly.
- 11. Cancellation of Participation :** If the exhibitor decides not to participate in the exhibition without any justifiable reason, the stated amount in the application form must be paid to the organizer. This amount is penalty for securing the exhibitor's debt fulfillment obligation considering its high opportunity costs of this contract. That being said, it is not about exhibitor's compensation for organizer's operating loss due to exhibitor's cancellation.
- 12. Exhibitor's Responsibilities :** Exhibitors must comply with the matters that were orally communicated by the organizer or by Exhibitor's representative, those matters stated in the document or in the exhibitor's manual. The exhibitor is responsible for losses and expenses incurred to the organizer and its related parties caused by exhibitor's non-compliant behaviors regard to regulations, violation or negligence of the provisions of the contract. The exhibitors are responsible for dangerousness of items, assigning items, and stolen or damaged items.
- 13. Safety, fire, health, and other laws :** Exhibitors must strictly comply with all fire, safety, health and other laws, rules, and regulations set by the organizer, local departments and exhibition halls. Exhibitors must always adhere to appropriate, effective and strict safety standards related to exhibits and booths.
- 14. Prohibited Display :** Military equipment, including munitions, aviation weapons, firearms ammunition and explosives, weapons systems, tactical missiles, rockets, knives or tactical equipment, must not be brought into the exhibition facility. Organizer is willing to prohibit any other inappropriate items for exhibitions in terms of safety issue. Exhibitors must obtain necessary approval from the government and other regulatory agencies prior to exhibition date and maintain its approval throughout the exhibition period.
- 15. Loss :** The organizer shall not be held liable for any damages of exhibitor's property, loss of cargo or monetary expenses incurred in the process of carrying in or carrying out caused by reasons not attributable to the organizer. Exhibitors are responsible for paying the entire contract amount to be paid in accordance with this contract even if loss of their property and monetary expenses are incurred due to exhibitor's fault.
- 16. Changes :** The organizer may make changes, if necessary, regarding the exhibition, including, but not limited to, the followings. The size and location of the allocated exhibition space may be changed at the discretion of the organizer, and if necessary, the exhibition hall, exhibition date, period, and visitor opening hours may be changed, or the exhibition venue may be expanded to a separate area other than the main venue or several different areas may be used. Exhibitor respects organizer's decision and is obligated to agree with organizer's decision as long there is no critical reason not being able to achieve exhibitor's goal of this contract.
- 17. End/ Postpone**
- (a) At the discretion of the organizer, if the exhibition hall and related facilities are not suitable for holding the exhibition, or if it is difficult for the organizer to implement the provisions of this contract, or if the exhibition could be impacted by any cause not within the control of organizer, the contract and/or the exhibition may be terminated, canceled, postponed or otherwise adjusted. In the event that the exhibition is terminated or canceled after open the exhibition because of the above conditions, the organizer shall not be liable to the exhibitor except for refunding amount of the contract based on the number of remaining exhibition days. Refunds will not be made if the exhibition is terminated or canceled due to force majeure or other special circumstances not attributable to the organizer, or if the exhibition is postponed or readjusted for justifiable reason.
- (b) If the organizer decides that the exhibitor is unable to perform or comply with his or her obligations provided by the organizer, it is possible to terminate the contract. In this case, the termination of the contract shall not affect the claim for damages by organizer.
- 18. Liability, exclusion, and limitations**
- (a) The organizer shall not be held liable for any other losses, expenses by any cause not within the control of organizer.
- (b) In this contract, "any cause not within the control of organizer" include fire, catastrophe, flood, disease, risk of infection, epidemic (coronavirus and etc.), earthquake, explosion or accident, containment, ban, harsh climate, government restrictions, military authorities, public hostilities, riots or civilian disturbances or disturbances, acts of terrorism or other similar acts, strikes, closures, boycotts or other labor disputes or disturbances, inability to secure sufficient labor, technical personnel or other workers, absence of facilities necessary for exhibition, impairment of appropriate transport facilities, inability to secure essential equipment or goods or judicial judgment or law, statute, rule, order judgment.
- 19. Rejection or expel :** The organizer may reject or expel all or some of the exhibits, or the exhibitor or those related parties for a smooth and safe exhibition. The organizer shall not refund the contract amount at all in spite of the paragraph 17. (a) if the exhibitor or the exhibiting item (including related persons) is rejected or expelled because it violates the provisions of this contract or makes it impossible to achieve the purpose of the contract.
- 20. Transfer of rights :** As this right to participate in the exhibition is granted to the exhibitor only, the exhibitor shall not grant rights to other organizers or transfer or sublet any part or all of the exhibition space.
- 21. Visitors :** The organizer does not guarantee the number of visitors to the exhibition or the level of other commercial activities but makes reasonable efforts to secure online and site visitors.
- 22. Exhibitor's Manual and Exhibition Space Planning :** For additional rules and regulations related to the exhibition, refer to the exhibitor manual and other documents provided by the organizer. The organizer may, if necessary, make additional rules and regulations related to the exhibition (immediate enforcement). These rules and regulations are considered to constitute a part of this contract, and when the organizer notifies the exhibitor, the exhibitor is obligated to comply.
- 23. Partial Invalidation :** If any provision of this contract becomes invalid or rendered unenforceable, the validity and enforceability of other provisions will not be affected.
- 24. Revised provisions :** This contract may be revised only in the form prescribed by the organizer.
- 25. Governing Law and Dispute Resolution :** This contract is governed by and interpreted according to the laws of the country in which the organizer established a legal entity. However, all disputes arising in connection with this contract shall be subject to the commercial arbitration Judgment of the Korea Commercial Arbitration Board located in Seoul, and the arbitral resolution will be final.
- 26. VAT :** This Exhibitor pays 10% VAT to the organizer according to the quote or invoice separately from the original amount. However, in exceptional cases where the exhibitor is a non-resident or a foreign corporation and meets the requirements of the Value Added Tax Act and related laws, such as paying the contract amount in foreign currency, the VAT is not to be paid.

These regulations have been consulted by a law firm

By signing the Contract, the exhibitor agrees to read, understand, and accept the full explanation of the applicable participation rules and terms of the contract (including invoices, hereinafter "this contract") as part of the contract from the organizer.

Date:

Contractor:

Company Representative: