



MALAYSIA INTERNATIONAL BOAT SHOW '26 LANGKAWI

ROYAL LANGKAWI YACHT CLUB

Mybos Event Sdn Bhd | 2 - 5 April 2026

Mybos Event Sdn Bhd
(Head Office) E-3-8 Plaza Damas, No. 60 Jalan Sri
Hartamas 1, Sri Hartamas, 50480 Kuala Lumpur

info@mybos.my | sales@mybos.my
www.mybos.my
+6011 5855 8489

REGISTRATION FORM

Date :

Company Information

Company Name :

Company Details :

Address :

Post Code :

State :

Country :

Mobile No :

Website :

Email :

Booth Number :

Booth Type :

*When adding Booth/ Berth Number: please make sure to type in Booth No. or Berth No.
For example, Berth No. E1 or for multiple berths, Berth No. E1, E2, E3, E4 (for on-water) or Booth No. R3 (for on-land).

On Land Exhibition Space

Details	Cost (RM)	Units	Total (RM)
A. Premium Space Air condition marquee (Standard Shell Scheme) (3m x 3m)	9,900	<input type="text"/>	<input type="text"/>
B. Premium Air Condition Chalet (Standard Modular Tent Size 20ft x 20ft)	25,000	<input type="text"/>	<input type="text"/>
C. Outdoor Space (Premium Location) (3m x 3m)	3,500	<input type="text"/>	<input type="text"/>
D. Outdoor Space (2m x 2m)	1,800	<input type="text"/>	<input type="text"/>
		Sub Total	<input type="text"/>

Berth Space

LOA	Monohull (RM)	Multihull (RM)
Meters	For the boat show week from 30 March to 5 April 2026	
Up to 15	1,800	2,800
Up to 20	2,600	3,800
Up to 25	3,800	5,800
Up to 30	4,800	7,200
Superyacht	Enquire for rates	

Boat Name	Multihull	LOA	Total (RM)
<input type="text"/>	<input type="text" value="Yes/No"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text" value="Yes/No"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text" value="Yes/No"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text" value="Yes/No"/>	<input type="text"/>	<input type="text"/>
Sub Total			<input type="text"/>

Add-on Item (Enquire)

** Kindly refer to the requisition form.

Insurance

Client Insurance

Client Insurance Insurance details to be advised no later than 28 days prior to the show start dates as per clause 7.9

Total & Terms & Conditions

Payment Schedule and Procedure

1. All invoice issued before 31st January 2026, a 50% deposit is to be paid within two weeks to confirm the booking. Balance of 50% must be paid before 28th February 2026.
2. All Invoices issued after 31st January 2026 is to be paid in full and within 15 days of invoice date.
3. All payments to be made by cheque or bank transfer. Please refer to invoice for banking and account details

Cancellation Procedure

In the event of client cancellation, all monies paid are non-refundable

Terms & Confirmation

This EXHIBITOR CONTRACT, together with the Mybos Event Sdn. Bhd., TERMS and CONDITIONS (attached), constitute the whole agreement between Mybos Event Sdn. Bhd., and the Client.

By signing this EXHIBITOR CONTRACT, the client confirms that it has read and understood both the EXHIBITOR CONTRACT and the Mybos Event Sdn. Bhd., TERMS and CONDITIONS and acknowledges and agrees to be bound by their terms. The client's attention is particularly drawn to conditions 10 to 13 inclusive

Payment details

Bank Name: Malayan Banking Berhad (Maybank)

Account Name: MYBOS EVENT SDN. BHD.

Account Number: 562759746690

Swift Code: MBBEMYKL

Acknowledge and agreed for and on behalf of the client

Name_____

Date_____

Signature_____

Acknowledge and agreed for and on behalf of Mybos Event Sdn. Bhd.

Name_____

Date_____

Signature_____



MALAYSIA INTERNATIONAL BOAT SHOW '26 LANGKAWI

ROYAL LANGKAWI YACHT CLUB

Mybos Event Sdn Bhd | 2 - 5 April 2026

TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

In these conditions, the following terms have the following meanings:

- 1.1 "Agreement" means the Contract and these Conditions;
- 1.2 "Contract" means the Contract to which these Conditions are attached setting out the details of the Package and/or the Berth or such other document setting out the details of the Package and/or the Berth as MYBOS shall choose in its absolute discretion to accept; "Client" and/or the "Exhibitor" means the person, firm, company or entity designated as such in the Contract;
- 1.3 "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable.
- 1.4 "Conditions" means these terms and conditions;
"Event" means Malaysia International Boat Show, currently scheduled to be held on April 2nd to April 5th 2026 (the "Event Dates") at ROYAL LANGKAWI YACHT CLUB, Jalan Dato Syed Omar, 07000, Kuah, Langkawi, Kedah Darul Aman. (the "Exhibit Facility"). The Event is owned, produced and managed by Mybos Event Sdn. Bhd.. As used hereinafter, the term "MYBOS" means, collectively, Mybos Event Sdn. Bhd. and each of its officers, directors, shareholders, agents, subsidiaries, trading names, affiliates, representatives, employees and assigns, unless the context requires otherwise
- 1.5 "Exhibition Area" and/or "Exhibition Facility" and/or "Venue" means the area in which the Space, together with the exhibition space allocated to other exhibitors, is situated;
- 1.6 "Fees" means the fees payable by the Client for the Space and/or the Berth (as applicable) as set out in the Contract;
- 1.7 "Intellectual Property Rights" means trade marks, service marks, logos, get-up, trade names, rights in design, patents, copyrights and moral rights, database rights, rights in know-how, trade secrets, confidential information and all other intellectual property rights or analogous rights whether registered or unregistered anywhere in the world;
- 1.8 "Owners" means the owners and/or management of the Venue;
- 1.9 "Partnership" means the provision of products and/or services, and/or financial support towards the organizing of the Event;
- 1.10 "Space" means the exhibition space allocated to the Client by MYBOS as set out in the Contract;
- 1.11 "MYBOS" means Mybos Event Sdn. Bhd., a company registered in Malaysia and whose registered address is E-3-8 Plaza Damas, No. 60 Jalan Sri Hartamas 1, Sri Hartamas, 50480 Kuala Lumpur trading as Malaysia International Boat Show also known as the organizer
- 1.12 "Venue" means the Event venue, including, without limitation, the Exhibition Area, the Marina and other areas as set out in the Contract;
- 1.13 "Berth" means the berth space within the Marina allocated to the Client by Malaysia International Boat Show for the purpose of exhibiting the Boat/Yacht;
- 1.14 "Marina" means the marina that is the venue; 1.15 "Boat/Yacht" means the Boat/Yacht to be exhibited by the Client at the event as set out in the contract;

2. RESERVATION OF AN EXHIBITION SPACE

- 2.1 Reservation of an exhibition Space must be made on the Contract provided to the client by MYBOS. A binding contract shall only come into effect when written confirmation (whether by email or otherwise) of acceptance is sent (whether or not it is received) and conditions in accordance with the payment terms are fulfilled.
- 2.2 The Exhibitor expressly acknowledges and accepts that participation in past editions neither gives him any right to a particular exhibition space nor entails the acquisition of any right of admission. Due to technical or commercial constraints, the Organiser may be led to modify at any time the position or surface of the exhibition space with no entitlement to compensation due to the Exhibitor.
- 2.3 The Exhibitor may not assign to any other party the rights conferred by this contract or sub-let any or all of the areas attributed to the Exhibitor, this decision being taken by the Organiser, intuitus personae
- 2.4 **The Exhibitor acting under its own name rents the exhibition space from the Organiser. Any other brand presented on the Exhibitor's exhibition space must pay the co-exhibition fees as assessed by the Organiser.**
- 2.5 **Exhibitors with less than 12sqm of exhibition space are expressly not permitted to enter into any co-exhibition arrangements.**
- 2.6 **The Organiser reserves the right of claiming the co-exhibition fees prior to the end of the event.**
- 2.7 MYBOS has the absolute discretion on the allocation of the Space.

3. PAYMENT AND CANCELLATION POLICY

- 3.1 The Client shall pay the Fees in cleared funds in accordance with the payment terms and deadlines stated in the Contract. Without prejudice to any other right or remedy that it may have, if MYBOS does not receive the Fees in cleared funds by the due date for payment, MYBOS shall be entitled to: (i) charge interest at the rate of 4% above the base lending rate of Maybank Bank company limited accruing on a daily basis until the date of actual payment; and (ii) refuse entry for the Client and its Representatives (as defined in Condition 13.4) to the Event and terminate the Agreement under Condition 13

- 3.2 The payment terms are as follows: 50% of the amount when the contract is signed, by bank cheque or bank transfer to Mybos Event Sdn. Bhd.. Any Contract not accompanied by a deposit will not be taken into account and will not qualify as a reservation. The balance 50% of the amount, must be paid before 28th February 2026. Any contracts signed after 28th February 2026, will require 100% payment on signature and any booking offers may override these specific terms.
- 3.3 If the Client cancels participation in the Show after payment or cancels advertisement after it has been confirmed and/or paid, MYBOS will legally recover the right to the emplacement. The Client will have no entitlement for a refund and any deposits made will be forfeited.

4. TAXES

It is the intent of the parties that MYBOS will receive the Fees net of all applicable taxes, including without limitation, sales, service or withholding taxes ("Taxes"), all of which shall be paid solely by the Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for such Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

5. CLIENT'S GENERAL OBLIGATIONS

- 5.1 The Client shall comply with all laws or regulations or guidelines of any competent authority and any terms and conditions or reasonable instructions or directions issued by MYBOS or the Owners.
 - 5.2 The Client undertakes to comply with the provisions of the Contract at all Times.
 - 5.3 MYBOS and the Owners reserve the right to remove from the Venue any person MYBOS and/or the Owners consider in its/their (as applicable) reasonable opinion is behaving contrary to applicable laws, regulations or the policies or procedures of MYBOS or of the Owners or who is likely to cause offence or annoyance or is otherwise behaving inappropriately or in contravention of these Conditions.
 - 5.4 The Client warrants that it has the right, Title and authority (including, without limitation, that it has the necessary licences) to enter into the Agreement and perform its obligations under it and that the person signing the Agreement on behalf of the Client has the requisite authority to do so.
 - 5.5 The Client, its employees, agents, subcontractors and all other persons whom MYBOS may reasonably consider the Client responsible for must (together its "Representatives"), at all times, conduct themselves in an orderly manner and must not act in any manner which causes offence, annoyance or inconvenience to other sponsors, exhibitors, the Owner, MYBOS or any visitors/delegates to the Event.
 - 5.6 The Client consents to its details (including, without limitation, its name, logo or any other material or information supplied to MYBOS by the Client) being published in the Event catalogue, show guide and/or on other promotional materials published by MYBOS (including, without limitation, the Event website). While MYBOS shall take reasonable care in the production of such materials, it shall not be responsible for any errors or omissions or any loss or damage resulting from any errors or omissions.
 - 5.7 The Client shall not (and shall procure that its Representatives shall not) do or permit anything to be done that might adversely affect the reputation or brand of MYBOS, the Owners or the Event or make any statement that is defamatory, disparaging or derogatory to MYBOS, the Owners or the Event
 - 5.8 The Client shall not (and shall procure that its Representatives shall not) cause or permit any damage to the Venue or any part thereof or to any fixtures or fittings which are not the property of the Client. The client shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor. Exhibitors are responsible for removing all displays, product, flooring and trash. MYBOS will charge the Exhibitor the cost to remove any items left post show.
 - 5.9 All unauthorised photography and the recording or transmitting of audio or visual material, data or information is expressly prohibited. The Client consents to filming and sound recording and photography of the Event which may include the Client's Representatives and the Client consents to the use by MYBOS of any such recording or photography anywhere in the world for promotional, marketing and other purposes.
- #### 6. SUB-LETTING AND SPONSORSHIP
6. Exhibitors may not sub-let space to brands other than those that they officially represent at the time of signing the contract, and selling sponsorship for private events within the show is strictly prohibited.
- #### 7. SPECIFIC TERMS RELATING TO EXHIBITION SPACE AND STAND
- 7.1 MYBOS reserves the right at any time to make such alterations in the floor plan of the Exhibition Area or in the specification for the Client's stand as in its absolute opinion it considers to be in the best interest of the Event, including, without limitation, altering the size, shape or position of the Space.
 - 7.2 MYBOS permits the Client, subject to the terms of the Agreement, to use the Space for the purpose of displaying goods and exhibits at the Event.

Such use shall not constitute a tenancy or lease of the Space and the Client acknowledges that it shall have no other rights to or interest in the Space or any area of the Exhibition Area. The Client is only permitted to conduct business from its allotted Space and shall not canvass, promote, advertise or solicit for business in any other area of the Venue without the prior consent of MYBOS.

- 7.3 The Client shall at all times ensure that its Space is staffed by competent personnel and is clean, tidy and well-presented during Event opening times, failing which MYBOS reserves the right without liability to arrange for this to be done at the Client's expense.
- 7.4 The Client undertakes to occupy the Space in time for the opening of the Event and not to close its stand prior to the end of the Event. Failure to comply with this condition amounts to a breach of the Agreement.
- 7.5 The Client shall not permit the display of any materials or information that do not exclusively relate to the Client's bona fide commercial activities. MYBOS reserves the right to remove from the Space or the Venue at the risk and expense of the Client any exhibit or other item which MYBOS considers in its reasonable opinion contravenes applicable laws, regulations or the policies or procedures of MYBOS or of the Owners, infringes the Intellectual Property Rights of a third party, is likely to cause offence or annoyance or is otherwise inappropriate or which does not comply with these Conditions.
- 7.6 MYBOS will be responsible for setting up a shell scheme for the Client's exhibition stand in the Space only where it has expressly agreed to do so as set out in the Contract. The Client is solely responsible for all aspects of dressing and branding the Space including, without limitation, the stand.
- 7.7 The Client shall return the Space in the same condition as they were received.
- 7.8 The Client may not sublet the Space without the express prior written consent of MYBOS.
- 7.9 The Client is required to be adequately insured to use the Space for the purpose of exhibiting at the Event, including fire and theft cover of its own products and collateral exhibited and used at the show. The Client shall arrange standard insurance for this purpose. The Client shall itself take out and maintain at all times public liability and employee liability insurance against personal injury, death and damage to or loss of property. MYBOS shall be entitled to inspect the Client's insurance policy on request. For the avoidance of doubt, the organiser and rights holder of the event will not be responsible for any loss or losses incurred by the client during the event including set up and dismantle days. If the Client is in breach of the Agreement or is otherwise engaged in any activity that might jeopardise the safety of the Event, exhibitors and delegates/visitors, MYBOS reserves the right to close the Client's Space and remove the Client's Representatives from the Event without liability to the Client.

8. SPECIFIC TERMS RELATING TO PARTNERSHIP

- 8.1 The Client shall provide MYBOS with all material and information including, without limitation, logos, artwork and advertising material ("Materials") which MYBOS requires for the Partnership (within deadlines specified by MYBOS) and shall comply with MYBOS's reasonable requirements and directions in relation to the Materials. If the Client fails to provide the Materials by the deadlines and to the specifications required, MYBOS reserves the right to refuse to print or otherwise use the Materials and shall not be required to refund any monies received in respect of the Partnership. The Client shall ensure that all Materials are accurate, correct and complete and do not contain any information which may cause offence to any person or which is defamatory to any person. The Client shall ensure that the content of all Materials complies with all applicable laws.
- 8.2 The Client warrants that the Materials do not infringe the Intellectual Property Rights of any third party and that it is the owner or duly authorised licensee of the Materials.
- 8.3 While MYBOS will take reasonable care in relation to the production of Partnership material in connection with the Event, MYBOS shall not in any event be responsible to the Client for any omissions, misquotations or other errors that may occur.
- 8.4 MYBOS reserves the right to make reasonable modifications to the specifications of the Partnership as it shall determine in its absolute discretion.
- 8.5 The Client hereby grants to MYBOS a non-exclusive, royalty free licence to use its name, logo and other Material in connection with the Event. The Client further acknowledges that MYBOS may continue to use the name, logo and any other Materials or information provided by the Client after the Event in connection with materials or information created or relating to the Event. The Client also acknowledges that, in view of the time and cost required in preparing any publications or other media, in circumstances where the Agreement is terminated, MYBOS may at its discretion continue to use the name, logo or any other Materials or information provided by the Client after termination of the Agreement where the time and cost does not reasonably allow MYBOS to remove, delete or cover over such name, logo or other Materials or information.
- 8.7 If the Client is in breach of the Agreement, MYBOS reserves the right to refuse to use any Materials in relation to the Event or may remove or delete such Materials without liability to the Client.

DELEGATES PASSES AND CLIENT PERSONNEL PASSES

- 9.1 Delegate passes are issued, subject to MYBOS's delegate terms and conditions in force at the date of issue.
- 9.2 The Client will be supplied with passes for its personnel as agreed with MYBOS, which must be produced on request. MYBOS may refuse entry to any person without a valid pass. Passes are only valid in the name of the person to whom they are issued.

LIMITATION OF RIGHTS GRANTED

10. The Client's rights in relation to the Event are strictly limited to those set out in the Agreement. The Client is not permitted to: (i) exploit any rights of a commercial nature in connection with the Event; (ii) establish a web- site relating to the Event; or (iii) otherwise promote or advertise its association with the Event or MYBOS or undertake any promotional activity in

connection with Event or MYBOS in any way otherwise than as set out in the Package or with the prior written consent of MYBOS. Nothing in the Agreement shall be construed as granting to the Client any right, permission or licence to: (i) use or exploit MYBOS's or MYBOS's Intellectual Property Rights; or (ii) otherwise exploit any connection with MYBOS or any event run by MYBOS in any way.

11. CHANGES TO THE EVENT

MYBOS reserves the right at any time and for any reason (whether or not due to events beyond its reasonable control) to change the format, content, venue and Timing of the Event (and any installation and dismantling periods) without liability. If any changes are made to the Event under this Condition 11, the Agreement will continue to be binding on both parties, provided that the Agreement shall be deemed to be amended as MYBOS determines necessary in its absolute discretion for the successful staging of the Event.

12. CANCELLATION AND CHANGING THE DATE OF THE EVENT

- 12.1 For the purposes of the Agreement, "Force Majeure" event means any event arising that is beyond the reasonable control of MYBOS (including but not limited to speaker or participant cancellation or withdrawal, supplier or contractor failure, venue damage or cancellation, industrial dispute, governmental regulations, pandemic or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war). MYBOS reserves the right to cancel or change the date of the Event at any time for any reason. MYBOS reserves the right to re-name, re-locate the Event or change the dates on which it is held. If MYBOS changes the name of the Event, re-locates the Event to another event facility within the same city, or changes the dates for the Event to dates that are not more than 30 days earlier or 180 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but MYBOS shall assign to Exhibitor, in lieu of the original space, such other space as MYBOS deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. In the event that the Event is cancelled by MYBOS other than as a result of a Force Majeure event (in which case the provisions of Condition 12.2 shall apply at the Client's election) any proportion of the Fees already paid will be refunded minus a share of costs and expenses incurred by MYBOS, in full satisfaction of all liabilities of MYBOS to the Exhibitor or a credit note for the amount of the Fees already paid will be issued and the Client will be released from paying any further proportion of the Fees. The Client acknowledges that the refund of Fees paid or the issue of a credit note for an amount equal to the Fees paid is its sole remedy in the event of cancellation or change of date of the Event by MYBOS under this Condition 12.1 and all other liability of MYBOS is hereby expressly excluded.
- 12.2 If a Force Majeure event occurs which MYBOS in its absolute discretion determines makes it impossible, inadvisable or impracticable for the Event to be held, MYBOS may change the date of the Event or cancel the Event and terminate the Agreement. In the event that the Event is cancelled or the date is changed pursuant to this Condition 12.2: (i) MYBOS shall be entitled to retain an amount equal to 50% of the total Fees (the "Revised Fees") from any proportion of the Fees already paid or where no Fees have been paid or where the proportion of the Fees already paid is less than the Revised Fees, the Revised Fees will become immediately due and payable; and (ii) after the deduction of the Revised Fees, at the Client's election, any proportion of the Fees already paid will be either refunded or a credit note issued for the amount of Fees already paid and the Client will be released from paying any further proportion of the Fees. MYBOS shall not be liable to the Client for any loss, delay, damage or other liability incurred resulting from or arising in connection with cancellation or the changing of the date due to a Force Majeure event and the Client acknowledges that the refund or the issue of a credit note in accordance with the provisions of this Condition 12.2 is its sole remedy in the event of cancellation or the changing of the date of the Event by MYBOS under this Condition 12.2 and all other liability of MYBOS is hereby expressly excluded.

13. TERMINATION

- 13.1 MYBOS may terminate the Agreement immediately at any Time by written notice to the Client: (i) if the Client has committed a material breach of any of its obligations under the Agreement and has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient Time prior to or during the Event); or (ii) the Client goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of the Client's assets or if the Client enters into any arrangement for the benefit of or compounds with its creditors generally or ceases to carry on business or threatens to do any of these things or suffers any analogous event in any jurisdiction.
- 13.2 Without prejudice to any other right or remedy it may have, in the event that MYBOS terminates the Agreement pursuant to Condition 13.1 MYBOS shall be entitled to the balance (or the whole as the case may be) of the Fees which will become immediately due and payable. MYBOS shall not be liable to the Client for any loss or damage of any kind resulting from termination of the Agreement and shall have no further obligations under the Agreement or otherwise to the Client.
- 13.3 MYBOS may terminate the Agreement without liability immediately at any Time by written notice to the Client if MYBOS determines in its absolute discretion that the provision of the Agreement is not in the best interests of the Event or MYBOS's commercial interests. In the event that MYBOS terminates the Agreement pursuant to this Condition 13.3 any proportion of the Fees already paid will be refunded and the Client will be released from paying any further proportion of the relevant Fees. The Client acknowledges that the refund of Fees paid is its sole remedy in the event of termination by MYBOS under this Condition and all other liability of MYBOS is hereby expressly excluded.
- 13.4 Upon the giving of notice of termination, without prejudice to any other right or remedy it may have, MYBOS may cover over any Client sponsorship or advertising Materials, close the exhibition stand, terminate the provision of

- any utilities to the exhibition stand, prohibit access of the Client or its Representatives to the Event and, if necessary, remove and despatch the exhibits and any property of the Client to the Client's address (at the Client's risk and expense) and MYBOS shall be free to re-licence the Space and/or the Berth and/or resell the exhibition or the Partnership as it shall think fit.
- 13.5 Conditions 8.6, 10, 12, 13, 14, 15 and 16 shall survive termination of the Agreement only in terms of MYBOS benefits.
14. LIABILITY AND INDEMNITY
- 14.1 MYBOS does not make any warranty as to the Event in general and in particular in relation to: (i) the presence or absence or location of any other sponsor/exhibitor or potential sponsor/exhibitor; or (ii) the benefit or outcome (commercial or otherwise) that the Client may achieve as a result of attending or sponsoring the Event. Except as set out in these Conditions, to the fullest extent permitted by law, MYBOS excludes all conditions, terms, representations and warranties relating to the Event and the Berth, whether imposed by statute or by the operation of law or otherwise, that are not expressly stated herein.
- 14.2 MYBOS shall not be liable to the Client for any loss or damage suffered or incurred by the Client in connection with the provision of (or failure wholly or partly of) any services or goods provided by third parties in connection with the Event and/or the Berth, including, without limitation, in relation to the provision of utilities, freight shipment, the transport and delivery of sponsorship or exhibition materials to the Venue, work undertaken by third party contractors (whether or not MYBOS sub-contractors) and services provided by the Venue owners. The Client acknowledges that services provided by MYBOS official or recommended contractors to the Client are the subject of a separate agreement between the Client and the contractor. MYBOS shall not be liable for any loss or damage suffered or incurred by the Client in connection with the provision of services to the Client by such contractors.
- 14.3 Subject to the provisions of Condition 14.6: (i) MYBOS shall not be liable for any actual or alleged indirect loss, consequential loss, loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill or any other type of economic loss howsoever arising suffered by the Client; (ii) MYBOS shall have no responsibility or liability for any loss (or theft) of or damage to the person, property and effects of the Client or its Representatives; and (iii) MYBOS's maximum aggregate liability to the Client under the Agreement or otherwise in connection with the Event and the Berth (as applicable) shall be limited to the total amount of the Fees.
- 14.4 The Client shall indemnify MYBOS and the Owners and keep MYBOS and the Owners fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any act or omission of the Client or its Representatives, including, without limitation, any damage caused to the Venue. The Client shall immediately notify MYBOS if it becomes aware of any such loss, damage, injury or death.
- 14.5 The Client shall indemnify MYBOS and the Owners and keep MYBOS and the Owners fully and effectively indemnified against all losses, claims, damages and expenses (including, without limitation, reasonable legal fees) incurred by MYBOS as a result of a third party claim that either: (i) the display of any products, documents or other materials exhibited by the Client at the Event; or (ii) MYBOS's receipt or use of the Materials (as defined in Condition 8.1) constitutes an infringement of the Intellectual Property Rights of any third party.
- 14.6 Nothing in these Conditions shall exclude or restrict liability which cannot be excluded or restricted by the applicable law.
15. CONFIDENTIAL INFORMATION
- For the purposes of this Condition 15 "Confidential Information" means information disclosed by a party (the "Disclosing Party") to another (the "Receiving Party") relating to the Disclosing Party's business, products, affairs and finances, clients, customers and trade secrets including, without limitation, customer lists, billing practices, contractual arrangements, technical data and know-how. For the avoidance of doubt, the fact of the Client's participation in the Event shall not be deemed to be Confidential Information. The Receiving Party shall not (except in the proper performance of its obligations under the Agreement) during the continuance of the Agreement or at any time thereafter use or disclose to any person, firm or company (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information of the Disclosing party. This restriction does not apply to: (i) any information in the public domain other than in breach of the Agreement; (ii) information already in the lawful possession of the Receiving Party before its receipt from the Disclosing Party; (iii) information obtained from a third party who is free to divulge the same; (iv) disclosure of information which is required by law or other competent authorities; and (v) information developed or created by one party independently of the other.
16. GENERAL
- 16.1 MYBOS reserves the right, at any time, to make any changes to these Conditions or impose any additional regulations which it deems necessary in the best interests of the Event, or which are required to conform with any applicable legal requirement, legislation or as a result of the act or omission of any third party.
- 16.2 MYBOS reserves the right to refuse any person entry to the Event or to remove any person from the Event at any time.
- 16.3 From time to time, MYBOS and the Owner, their employees, representatives, agents or sub-contractors may enter the Venue at any time to carry out works, repairs or alterations or for any other purposes which they deem necessary ("Works"). To the fullest extent permitted by law, MYBOS and the Owner (including, without limitation, their employees, representatives, agents or sub-contractors) shall not be liable for any damage, loss or inconvenience, howsoever arising, suffered by the Client or its Representatives by reason of any act or omission relating to the Works.
- 16.4 Without prejudice to Condition 12, if, by reason of any Force Majeure Event (as defined in Condition 12) MYBOS is delayed in or prevented from performing any of its obligations under the Agreement, then such delay or non-performance shall not be deemed to be a breach of the Agreement and no loss or damage shall be claimed by the Client by reason thereof. For the avoidance of doubt, nothing in this Condition 16.4 shall excuse the Client from any payment obligations under the Agreement.
- 16.5 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principle and agent between the parties.
- 16.6 The Agreement is governed by Malaysia law and the Client submits to the exclusive jurisdiction of the Malaysia International Court of Arbitration. Nothing in this Condition 16.6 shall prevent or restrict MYBOS from pursuing any action against the Client in any court of competent jurisdiction.
- 16.7 If and to the extent that there is any conflict between these Conditions and the Contract, the terms of the Contract shall prevail.
- 16.8 Each party acknowledges that the Agreement constitutes the entire agreement between the parties in relation to the Event and that it does not rely upon any oral or written representation made to it by the other. No variation of the Agreement shall be effective unless made in writing signed by or on behalf of each of the parties to the Agreement.
- 16.9 No rights under the Agreement may be assigned by the Client without the prior written consent of MYBOS. The Client may not sub-contract or delegate in any manner any of its obligations under the Agreement to any third party or agent without the prior written consent of MYBOS.
- 16.10 A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 16.11 No failure by either party in exercising any right, power or remedy shall operate as a waiver of the same.
- 16.12 If any provision of the Agreement (or any part of any provision) is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.
17. SPECIFIC TERMS RELATING TO BERTHING
- 17.1 Malaysia International Boat Show '26 Langkawi reserves the right at any time to make such alterations to the location of the Berth and/or to the specification of the Berth as in its absolute opinion it considers to be in the best interest of the Event, including, without limitation, altering the position of the Berth, adding additional Yachts/Boats/Water Craft into the berth where berth size allows.
- 17.2 Malaysia International Boat Show '26 Langkawi permits the Client, subject to the terms of the Agreement, to use the Berth for the purpose of exhibiting the Boat/Yacht at the Event. Such use shall not constitute a tenancy or lease of the Berth and the Client acknowledges that it shall have no other rights to or interest in the Berth.
- 17.3 The Client undertakes to occupy the Berth with the Boat/Yacht in time for the opening of the Event and, except in the case of emergency or on the instructions of Malaysia International Boat Show '26 Langkawi, not to remove the yacht from the Berth prior to the end of the Event Failure to comply with this condition amounts to a breach of this Agreement.
- 17.4 The Client may not sublet the Berth without the express prior written consent of Malaysia International Boat Show '26 Langkawi.
- 17.5 The Client acknowledges and agrees that at all times the Boat/Yacht is berthed at the Event at the Client's own risk. The Client shall take out and maintain at all times such insurances in respect of the Boat/Yacht as are adequate to cover all of the Client's liability under the Agreement, including, without limitation, any risk of physical damage to the Boat/Yacht, the Client's other property, the Venue and any other third party property. Malaysia International Boat Show '26 Langkawi shall be entitled to inspect the Client's insurance policies on request.
18. LAWS
- Both the client and Mybos enter into this agreement with strict understanding that is governed by laws under Malaysia and shall be bound by Its rulings. Any dispute arises shall be settled vide mediation in Malaysia.