



TERMS & CONDITIONS

**MTC's Malaysia Pavilion in Thailand International Woodworking
& Furniture Exhibition 2024 (TIWF 2024)
Hall 11, IMPACT Exhibition and Convention Centre (IMPACT), Bangkok, Thailand
18 – 20 September 2024**

The Exhibition

1. The Exhibition is described in **Item 1** of Schedule A.

Participation Fee

2. The Participation Deposit Sum is as outlined in **Item 2** of Schedule A which shall include a booth in the size of 9 m².
3. The Participation Fee (stated in **Item 3**) is for the following services:
 - i. Standard Shell Scheme Booth at a minimum of 9 m² per company;
 - ii. Mandatory Registration Fee imposed by event organiser for each company (Note: This item is not eligible for claims under financial incentive); and
 - iii. One-way shipment of exhibits up to 2 m³ per company;
4. The Applicant shall pay the balance of the Participation Fee according to the booth size category to MTC on or before 5:00 pm on the Balance Payment Date as stated in **Item 5** of Schedule A. In the event of failure, the application shall be rejected, and the Participation Deposit/Fee shall be forfeited.

Financial Incentive

5. MTC's financial incentive is subject to MTC Financial Incentive Guidelines with a limit of five (5) years or eight (8) times participation in MTC's event, whichever occurs earlier. The year and/or number of times shall be calculated based on the company's first participation in MTC's event taking the year 2018 as the base year, according to the following schedule which is applicable to Non-furniture/Timber Products Companies: -

No. of Times	Financial Incentive (%)	
	Bumiputera Companies	Non-Bumiputera Companies
1	70%	60%
2 - 3	60%	50%
4 - 6	50%	40%
7 - 8	40%	30%

**2018 shall be used as the base year.*

*** As part of MTC's initiative to assist the industry under the post-COVID-19 recovery assistance, exemption shall be granted to companies that participated in international physical and virtual exhibitions held in Malaysia within the calendar year of 2020, 2021 and 2022 only.*

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6. All financial incentive will be based on a percentage of the total cost incurred for Standard Shell Scheme Booth (minimum of 9 m² per company) and one-way sea freight (up to 2 m³). **(Refer to Clause 3)**. (Note: The Mandatory Registration Fee imposed by event organiser for each company is not eligible for claims under financial incentive).
7. In the event of Applicant taking two (2) booths space or larger space (i.e., 18 m²), they will be eligible to claim for financial incentives based on the percentage of total cost incurred for Standard Scheme Booth (minimum of 9 m² per company) and one-way sea freight (2 m³).

Application Procedure

8. To be eligible for selection, the Applicant must submit COLOURED SCANNED COPIES of required documentation either via email or through electronic file transfer and submit the payment either by hand or through courier service to MTC by 5:00 pm on the Application Date as stated in **Item 4** of Schedule A:
 - i. Completed E-Application Form; (www.mtc.com.my/TIWF2024)
 - ii. Signed Terms and Conditions (Refer to Note below);
 - iii. Latest EPF Statement (Refer to Note below);
 - iv. Certified True Copy of the following documents (Refer to Note below);
 - Form 9 as per the Companies Act 1965;
 - Form 24 and 49 as per the Companies Act 1965/Section 58 and 78 as per Companies Act 2016;
 - The latest two (2) years of Section 68 (Annual Return of Company) as per Companies Act 2016;
 - The latest two (2) years of Audited Financial Report;
 - v. Cheque for Participation Deposit*
**Cheque payable to "Malaysian Timber Council". Kindly state your company name and "TIWF 2024" on the back of the cheque.*
 - vi. Coloured Photographs of Product Exhibits;
 - vii. Company Logo in High Resolution;
 - viii. Coloured Photographs of Products in High Resolution; and
 - ix. Self-declaration form of the percentage of timber content or timber usage in the production, i.e. percentage cost of timber vs non-timber as raw materials.

Note:

- Certified True Copy documents to be signed by either Company's Director, Company Secretary, Company Chartered Accountant or Commissioner of Oath.
 - All documents that require a signature must be signed in blue ink.
9. A minimum booth space of 9 m² will be provided by MTC to each eligible company or a subsidiary from a related group of companies. Once the application has been submitted, the Applicant is not allowed to amend the booth space applied for (i.e. 9 m² per company) as specified in the Application Form. Any requests for additional booth space will be subject to the sole discretion of an in-house Selection Committee.

Selection of Participants

10. The Applicant must be officially registered with the Companies Commission of Malaysia (SSM) and based in Peninsular Malaysia and is a member of at least one of the following timber-based and furniture associations in Peninsular Malaysia (i.e., MWIA, TEAM, MPMA, MWMJC, MFC, and PEKA).
11. Products exhibited must be made in Malaysia or finished in Malaysia (if imported parts and components are used). The completed product(s) must contain at least 30% timber for furniture and 70% timber for timber products.
12. Selection of applicant would be on a first-come, first-served basis , along with other relevant consideration and subject to the compliance of this T&C and the approval of the in-house Selection Committee. Priority shall be given to first-timers with SME status*.

**For an SME manufacturing company, its annual sales turnover does not exceed RM50 million (based on the latest audited financial report) or the number of full-time employees does not exceed more than 200 (based on the latest EPF Statement).*

**For an SME trading company, its annual sales turnover does not exceed RM20 million (based on the latest audited financial report) or the number of full-time employees not exceed more than 75 (based on the latest EPF Statement).*
13. MTC's decision shall be final and MTC reserves the sole right and discretion to accept or reject any application without the need to provide explanation for its decision. In the event MTC rejects an application, MTC shall refund the Participation Deposit/Fee. If the Participant withdraws from the exhibition after its application has been accepted by the in-house Selection Committee, all Participation Deposit/Fee paid shall be forfeited.

Compliance with Terms & Conditions and Directions

14. Participants will be required to attend a briefing which will be organised by MTC, on a date to be notified.
15. The eligible company and/or its subsidiary from a related group of companies is NOT allowed to share their booth space with other companies. Failure to comply with this terms would result in disqualification and the company would be ineligible to receive financial incentive(s) from MTC.
16. Participants and/ or its subsidiary from a related group of companies shall not apply for additional booth other than MTC Malaysia Pavilion after its application has been accepted by the in-house Selection Committee. Failing to do so, participants will be disqualified, and payment shall be forfeited.
17. Participants shall abide by all the Terms and Conditions and any directions given by MTC from time to time. Failure to comply with the Terms and Conditions or any guidelines or directions given by MTC may result in the rejection of reimbursement to the Participants.

18. Such direction which may be given either prior to or during the exhibition may include, but is not limited to, directions regarding the:
- Number and quality of exhibition items to be shipped;
 - Number and quality of exhibition items to be displayed; and
 - Manner of display of these items at the exhibition.
19. Participants will be required to submit to MTC the following:
- Immediate Evaluation Form on the last day of the exhibition;
 - First Follow-up Evaluation Form six months after the final date of the exhibition; and
 - Second Follow-up Evaluation Form twelve months after the final date of the exhibition.
20. MTC reserves the right to amend the terms & conditions (T&C) of this Programme at any time without prior notice.

Display Layout / Interior Design

21. The Participant shall submit the following **MANDATORY** items to MTC by the Layout Submission Date as stated in **Item 6** of Schedule A:
- A list of exhibits to be exhibited, stating the quantity, size and description of each type of exhibit;
 - A photograph of each type of exhibit; and
 - A to-scale display layout sketch of exhibits.
22. The Participant can opt for the service of an interior designer to assist in the interior design and display layout of the exhibits if necessary. Any additional charges associated with decorative items as suggested by the interior designer shall be borne by the Participant respectively.
23. The Participant shall submit the display layout and interior design to be vetted and approved by MTC prior to the exhibition (timeline is as provided under **Item 6** of Schedule A). The display layout and interior design should reflect the central theme of MTC's Malaysia Pavilion, with colour coordination and design, where applicable. Importance is placed on optimised use of space, effective use of colours and lighting, eye-catching details and good styling display design.
24. The Participant shall adhere to the above guidelines. In default, MTC reserves the right to reject reimbursement to the Participant.



Shipment of Exhibits

25. MTC will negotiate with a shipping agent (“Shipper”) to consolidate and ship exhibition items from Port Klang to the exhibition site (one-way only). Either MTC or the Shipper will contact the Participant to provide information regarding the shipment of exhibition items.
26. Participants are only allowed to ship exhibit items based on the quantity and quality of the exhibits as described in the Booth Layout submitted to MTC.
27. If return shipment of exhibits is required, the contract for shipment shall be between the Participant and the Shipper and the cost shall be paid by the Participant.
28. MTC is not an agent nor the principal of the Shipper.
29. Any reference to these Terms and Conditions or in any other manner to the Shipper shall not be construed as a recommendation nor a representation as to the services of the Shipper.
30. MTC shall not be liable whether in contract, tort or in any manner for any act or omission of the Shipper resulting in any loss whatsoever to the Participant.
31. The Participant may appoint any other shipper (“Alternative Shipper”) of its own choice to ship its exhibition items to the exhibition site at its own cost.
32. If the Participant appoints an Alternative Shipper, the Participant shall deposit with MTC the No-Show Deposit as stated in **Item 7** of Schedule A. The Participant shall ensure that the exhibition items are delivered to the exhibition site one (1) day prior to the commencement of the exhibition failing which the No-Show Deposit will be forfeited.
33. If the Participant appoints an Alternative Shipper, the Participant shall be responsible for all shipping arrangements including custom clearance.
34. To avoid additional charges, the Participant is advised to adhere strictly to the container space allocated (i.e., up to 2 m³ per company). The Participant shall bear the additional charges if the Participant exceeds the container space allocated.

Audit

35. MTC, and/or its representative(s) and/or appointee(s) will conduct a random audit at the premise(s) of the participating companies under this Project. The Participant shall allow MTC or appointed person(s) to view the premise(s) as well as gather information related to the Project.

Force Majeure

36. MTC shall not be held liable for any delay in the performance or failure to perform its obligations under these T&C due to Force Majeure Events. "Force Majeure Events" shall be

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defined as any war, terrorism, riot, civil commotion, strike, lock-out, Act of God, fire, storm, flood, sabotage, earthquake, subsidence, infectious disease or by reason of any matter or factor beyond the control of MTC or its counterpart that renders it reasonably or practically impossible from performing its obligations.

Default, Breach & Severability

37. In the event of a breach or threatened breach of any of the foregoing representation and T&C by the Applicant Company, MTC reserves the right at its sole discretion and without any liability to change, suspend, or discontinue temporarily or permanently, the Incentive at any time without notice to the applicant company.
38. In the event where Applicant Company is found to have submitted false documentation and/or multiple claims, the said Company's submission will be deemed void, and the application will be rejected. In the event the incentive has already been credited to the Applicant Company's account, the Applicant Company shall be liable to refund and/or return the incentive granted within fourteen (14) days from the date of discovery.
39. The invalidity, illegality, or unenforceability of any of the provisions of these T&C shall not affect the validity, legality, and enforceability of the remaining provisions of these T&C.

Disclaimer and Indemnity

40. MTC shall not be responsible and shall not be held liable in any manner whatsoever for any loss suffered by the Participant, or damage or injury to the personnel, officers, directors, agents, representatives or goods, products, exhibits or property of the Participant whether or not arising from any act or omission of MTC's representatives, agents, associates, employees or sub-contractors.
41. The Participant agrees to hold harmless, release and indemnify MTC, its officers, representatives, employees and members (the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, costs and expenses, including legal fees (on a full indemnity basis) and costs of settlement, arising out of, in connection with or due to the Participant's participation in the Event, the use of any information or material supplied to MTC, the Participant's withdrawal from the Event for any reasons or any acts and omissions of the Participant or its staff.

General

42. Other expenses not included in the Participation Fee are to be borne by the Participant which shall include the following:
 - i. Rental of booth space exceeding 9 m²;
 - ii. Booth construction exceeding 9 m²;
 - iii. Additional accessories, facilities or services;
 - iv. B2B Online Promotional Fee;



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- v. Production of exhibits and product brochures;
- vi. Transportation of exhibits to Port Klang and/or appointed freight forwarder's warehouse;
- vii. Shipment of exhibits more than 2 m³ from Port Klang;
- viii. Return shipment of exhibits from the exhibition site;
- ix. Return airfare;
- x. Hotel accommodation;
- xi. Daily transportation to and from airport/hotel/exhibition site; and
- xii. Import duties and other taxes.

Variation of Booth Area (or space)

43. In any unforeseen circumstances that may arise, MTC reserves its right at its sole discretion to:
- i. Vary the booth area allocated to the Participant and the Participation Fee payable shall be correspondingly varied; or
 - ii. Terminate the agreement with the Participant and refund any deposit or fee paid.
44. MTC shall not be held liable for any direct or indirect losses suffered by the Participant arising from or in connection with any such variation or termination.

Reimbursement

45. Reimbursement will be made after the completion of the event according to the eligibility of company selected.

MTC reserves the right to reject reimbursement to the Applicant in the event Applicant fails to comply with any of the Terms and Conditions or any guidelines or directions given by MTC,

I/We have read these Terms and Conditions and agree to be bound by them.

.....
(Authorised Signature & Company Stamp)

Name :

Designation :

Name of Company :

Date :

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SCHEDULE A

<p>Item 1 (Clause 1) Name of Exhibition</p>	<p>MTC Malaysia Pavilion in Thailand International Woodworking and Furniture Exhibition 2024, IMPACT Exhibition and Convention Centre (IMPACT), Bangkok, Thailand (18 – 20 September 2024)</p>								
<p>Item 2 (Clause 2) Participation Deposit</p>	<p>Bumiputera Company & Non-Bumiputera Company – RM5,000.00</p>								
<p>Item 3 (Clause 3) Participation Fees</p>	<table border="1" data-bbox="555 645 1377 819"> <thead> <tr> <th rowspan="2">Booth Size</th> <th colspan="2">Amount*</th> </tr> <tr> <th>Bumiputera</th> <th>Non-Bumiputera</th> </tr> </thead> <tbody> <tr> <td>9 m²</td> <td>RM10,980.00</td> <td>RM13,400.00</td> </tr> </tbody> </table> <p>*Note: The above participation fee is reflective of initial incentive provided by MTC. The final incentive calculation will be based on the actual eligible incentive in accordance with MTC Incentive Guidelines.</p>	Booth Size	Amount*		Bumiputera	Non-Bumiputera	9 m ²	RM10,980.00	RM13,400.00
Booth Size	Amount*								
	Bumiputera	Non-Bumiputera							
9 m ²	RM10,980.00	RM13,400.00							
<p>Item 4 (Clause 9) Application and Participation Deposit Deadline</p>	<p>On or before THURSDAY, 29 FEBRUARY 2024</p>								
<p>Item 5 (Clause 4) Balance Payment Deadline</p>	<p>On or before FRIDAY, 28 JUNE 2024</p>								
<p>Item 6 (Clause 21) Display Layout/Interior Design Submission Deadline</p>	<p>On or before MONDAY, 15 JULY 2024 (Tentative date, will be advised via email if otherwise)</p>								
<p>Item 7 (Clause 32) No-Show Deposit</p>	<p>Bumiputera Company & Non-Bumiputera Company – RM1,000.00</p> <p>Note: Cheque amounting to the above must reach MTC, either by hand or courier, <u>on or before 18 August 2024.</u></p>								



COMPANY SELF-DECLARATION FORM

MTC's MALAYSIA PAVILION IN THAILAND INTERNATIONAL WOODWORKING & FURNITURE EXHIBITION 2024 (TIWF 2024)

A. COMPANY DETAILS

1.	Company name:	
2.	Name:	
3.	Designation:	
4.	Mobile number:	
5.	Email:	

B. MATERIAL COMPOSITION DETAILS

Please complete either one of the tables below based on your main business type - "Manufacturer" or "Trader".

I. MANUFACTURER

For the year 2023 (Estimation based on company's business plan)

1.	Company revenue in 2023 (RM):	
2.	Best-selling products (three (3) types of product): <i>e.g.: wooden dining set, TV cabinet, lounge sofas, wooden kitchen cabinet, sawntimber, plywood, wooden engineered flooring, solid wood decking etc.</i> <i>(Note: Please include coloured photos of products)</i>	
3.	Cost of material (RM): <i>(Definition of "Material" – raw material used for the actual manufacturing of products, excluding of labour, energy, and other indirect cost)</i>	
4.	Composition of raw material used in production	
i.	Timber material (value in RM):	
ii.	Non-timber material (value in RM):	
5.	Percentage of timber material in production: Calculation = $\frac{\text{Timber material (RM)}}{\text{Cost of material (RM)}} \times 100\%$	%

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COMPANY SELF-DECLARATION FORM

II. TRADER

For the year 2023 (Estimation based on company's business plan)

1.	Company revenue in 2023 (RM):	
2.	Best-selling products (three (3) types of product) in year 2023: <i>e.g.: wooden dining set, TV cabinet, wooden the kitchen cabinet, sawntimber, plywood, wooden engineered flooring, solid wood decking etc.</i> <i>(Note: Please include colour photos of products)</i>	
3.	Composition of revenue in year 2023	
i.	Timber product (value in RM):	
ii.	Non-timber product (value in RM):	
4.	Percentage of timber product: Calculation = $\frac{\text{Timber product (RM)}}{\text{Company revenue (RM)}} \times 100\%$	%

C. DECLARATION

I hereby declare that the information contained herein is true to the best of my knowledge. I am aware that this self-declaration statement is subject to review and verification, and if such information shall be found to be untrue I/applicant company may be rejected from participating in the above.

Signature of Applicant:	
Date:	
Company's Stamp:	

Note: Signature and stamp must be signed and stamped in blue/red/black ink.

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