

ABOUT THE PROJECT

1. The official title of the Project is described in **Item 1** of Schedule A.
2. The duration of the Project period is described in **Item 2** of Schedule A.
3. The total area of the Project is described in **Item 3** of Schedule A.
4. The Products to be promoted in the Project are described in **Item 4** of Schedule A.

DISCOUNTED PARTICIPATION FEE

5. For the purpose of the Project, the applicable Participation Deposit is as **Item 5** of Schedule A.
6. The amount of the Discounted Participation Fee is stated in **Item 6** of Schedule A.
7. The Discounted Participation Fee is for the following purposes:
 - (i) monthly rental and its utilities such as electricity consumption, telephone and internet usage for the first 6 months of the Project; and
 - (ii) monthly rental and its utilities such as electricity consumption, telephone and internet usage for the next 6 months of the Project.
8. The payment of the Discounted Participation Fee shall be made in two parts as stated in **Item 6** of Schedule A.
9. For reason of fluctuations in exchange rate, MTC reserves the rights to be reimbursed for any difference in Participation Fee in Clause no. 2 from the Participant. MTC will also refund any excess of Participation Fee due to the same reason to the Participant.

APPLICATION PROCEDURE

10. To be eligible for selection, the applicant must forward either by hand or by post, the following documents and/or payment to reach MTC latest by 5.00 p.m. of the closing date for application as stated in **Item 7** of Schedule A:
 - (i) original completed, signed and stamped Application Form;
 - (ii) a cheque for the Participation Deposit;
 - (iii) completed and signed Application Form for the Product Focus Group (PFG) membership (for non-members only); and/or
 - (iv) completed and signed Application Form for the Suppliers' Group for Eastern Europe (SGEE) membership (for non-members only)
11. Once the application has been submitted, the Applicant may not amend the area applied for in the Application Form.

SELECTION OF PARTICIPANTS

12. For the selection of Participants, a Working Committee (WC) shall be set up for the Project.
13. The WC shall select the applicants for participation in the Project ("Participants").
14. If the WC accepts the application, the applicant shall pay the balance of the first part of the Participation Fee to MTC on or before 5.00 p.m. of the Balance Payment Date stated in **Item 8** of Schedule A. In default, the application shall be rejected and the Participation Deposit shall be forfeited.

15. If the WC rejects an application, MTC shall refund the Participation Deposit.
16. The WC's decision shall be final. The WC also reserves the sole right and discretion to accept or reject any application without the need to give any explanation for its decision.
17. If the Participant withdraws from the Project after its application has been accepted, all Participation Deposit paid shall be forfeited.

COMPLIANCE WITH TERMS & CONDITIONS AND DIRECTIONS

18. Participants shall abide by these Terms and Conditions and any directions given by MTC.
19. Such direction which may be given either prior to or during the Project may include, but is not limited to, directions as follows:
 - (i) Participant must be a company registered in Peninsular Malaysia;
 - (ii) Participant must be a member of any one of the six national timber associations (i.e. Malaysian Wood Industries Association (MWIA), Timber Exporters' Association of Malaysia (TEAM), Malaysian Wood Moulding and Joinery Council (MWMJC), Malaysian Panel-Products Manufacturers Association (MPMA), Association of Bumiputra Timber and Furniture Enterprises (PEKA) and Malaysian Furniture Industry Council (MFIC);
 - (iii) Participant must be a member in any one of MTC's three Product Focus Groups i.e. Doors, Flooring and Outdoor/garden furniture and its accessories;
 - (iv) Participant must be a member of MTC's Suppliers' Group for Eastern Europe (SGEE) and agreed to adhere to the SGEE's Code of Conduct and Practices;
 - (v) Participant must be an eligible Small and Medium Enterprise (SME) i.e. incorporated under the Companies Act 1965, having an annual sales turnover not exceeding RM25 million and/or not more than 150 full-time employees. At least 60% equity are being held by Malaysians;
 - (vi) Products to be exhibited by Participant must be made in Malaysia and/or finished in Malaysia using imported parts and components;
 - (vii) MTC may determine the number and quality of Products to be shipped;
 - (viii) MTC may determine the number and quality of Products to be displayed; and
 - (ix) MTC may determine the manner of display of these items at the Project site.
20. If the Participant fails to comply with any of the Terms and Conditions or any directions given, MTC reserves the right to suspend the participation of that Participant and forfeit any Participation Deposit or Participation Fee paid. MTC also reserves the right to reject the Participant's application to take part in any other MTC's programme and activities as well as services.

VARIATION OF AREA APPLIED

21. MTC may at its sole discretion:
 - (i) vary the area allocated to the Participant and the Participation Deposit or Participation Fee payable shall be correspondingly varied; or
 - (ii) terminate the agreement with the Participant and refund any deposit or fee paid.



Terms and conditions for Joint-participation in PFG Warehouse Display Facility in Poland

22. MTC shall not be liable for any direct or indirect losses suffered by the Participant arising from or in connection with any such variation or termination.

SHIPMENT OF EXHIBITS

23. During the Project’s period, MTC shall coordinate for the Products to be shipped to the Project site as below:

- (i) Setting up of Products for the first 6 months of the Project; and/or
(ii) Replacement of old Products with new and/or innovative Products for the next 6 months of the Project.

24. For each shipment, MTC shall negotiate with a shipping agent (“Shipper”) to ship Products from Port Klang to the Project site at a discounted rate. Either MTC and/or the Shipper will contact the Participant to provide information regarding the discounted rate for shipment of the Products, shipment schedule and its procedures.

25. For each shipment, Participants shall bear 100% of the total cost incurred to ship the Products from Port Klang to the Project site. This shall include all custom duties and VAT.

26. The contract for each shipment shall be between the Participant and the Shipper.

27. MTC is not an agent for nor the principal of the Shipper.

28. Any reference in 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.

29. 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.

30. For the convenience of the Participant, Participant may forward the payment to MTC with written instructions to remit the same to Shipper.

- (i) In that event, Participant shall pay the 100% of the payment to MTC on or before 5.00 p.m. as per the stipulated date (refer Item 9 of Schedule A);
(ii) MTC’s receipt of or any dealings with such payment shall not be construed as creating any agency between:
- MTC and Shipper; or
- MTC and Participant

31. The Participant may appoint any other shipper (“Alternative Shipper”) to ship its Products to the Project site at its own cost and/or at any one time deemed suitable and/or necessary to the Participant.

32. If the Participant appoints an alternative shipper, the Participant shall be responsible for all shipping arrangements including custom clearance.

FINANCIAL INCENTIVES BY MTC

33. For the first year of the Project, MTC would provide the following financial incentives:

- (i) 100% of total cost incurred for tenancy agreement’s security deposits and legal fees, etc;
(ii) 100% of total cost incurred for renovation works, hire of labour, building and construction materials, etc;

- (iii) 50% of total cost incurred for monthly rental and its utilities such as electricity consumption, telephone and internet usage for the first 6 months of the Project; and
(iv) 25% of total cost incurred for monthly rental and its utilities such as electricity consumption, telephone and internet usage for the next 6 months of the Project.

PARTICIPANTS’ ESTIMATED COST

34. For the first year of the Project, Participants shall bear the total cost incurred for the first year of the Project as follows:

- (i) 50% of total cost incurred for monthly rental and its utilities such as electricity consumption, telephone and internet usage for the first 6 months of the Project; and
(ii) 75% of total cost incurred for monthly rental and its utilities such as electricity consumption, telephone and internet usage for the next 6 months of the Project.

GENERAL

35. Any other expenses that maybe borne by the Participants include the following:

- (i) Clearance and/or disposal of old Products from the Project site; and
(ii) Return shipment of Products i.e. from the Project site.

MTC’S MARKET DEVELOPMENT FUND

36. A Market Development Fund may be introduced in the second year of the Project with the agreement from all Participants.

37. A small percentage of the Participants’ export receipts on sales generated from this Project would be levied. This percentage would be determined and agreed by all Participants and all monies collected would be channeled to the fund.

38. A small committee would be formed to manage this fund.

DISCLAIMER AND INDEMNITY

39. MTC shall not be liable 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. In addition, the Participant shall indemnify and keep indemnified, save and hold harmless, MTC against any damages, loss, actions or claims directly or indirectly caused by the personnel, officers, directors, agents, representatives of the Participant.

I have read and understand the above. I hereby accept and agree to comply with the terms and conditions as mentioned above.
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(Signature, date & company stamp)