

**1. TERMS OF REFERENCE**

The terms and conditions set out herein shall be read and construed together with the contract particulars to form the Contract between the Exhibitor and Organizers.

- 'Exhibitor shall include all employees, servants and agents of any company, partnership, firm or individual to whom space has been allocated for the purposes of exhibiting;
- 'Exhibition shall mean the event/exhibition(s) referred to in the Contract overleaf;'
- 'Organisers' shall mean the Organizer as specified in the Contract;
- 'Contract' shall mean the contract particulars and these terms and conditions.

'Force Majeure' shall mean acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic; terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical or biological contamination or sonic boom any law or any action taken by a government or public authority including without limitation, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; collapse of building, fire, explosion or accident; any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.

**2. APPLICATION FOR PARTICIPATION**

All applications for participation shall be submitted to the Organizers or their authorized representative(s), as notified, and once the Organizers receives the signed Contract and notifies the Exhibitor, this will constitute the Exhibitor's confirmation of participation and acceptance of the terms of contract. The Organizers, though not bound by this Contract to do so, will to the best of their ability attempt to meet the requirements of the Exhibitors. The Organizers reserve the right to accept or refuse any Contract without disclosing the reasons to the Exhibitor. No Exhibitor may refuse the space, which is allotted to him, nor for such reason cancel his participation. If the participation of a prospective Exhibitor cannot be accepted due to lack of available space, the prospective Exhibitor shall not be entitled to claim or receive any compensation.

**3. ALLOCATION OF EXHIBITION SPACE**

31 The Organizers shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Organizers reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth by the Exhibitor and, at the sole discretion of the Organizers, to alter the space or transfer or close entrances or exits to the Exhibition facilities and to undertake such structural alterations as they may deem fit. The Exhibitor shall have no right to cancel his participation in the Exhibition nor to claim for compensation as a result of such changes.

32 If prior to the Exhibition the Exhibitor requests an alteration in the exhibition space it previously requested the Exhibitor shall be liable to pay an amendment charge equivalent to 10% of the Contract value. The Organizer is under no obligation to accommodate such request and at all times reserves its rights under Clause above.

**4. USE OF EXHIBITION SPACE**

41 Exhibitors are entitled to exhibit only the announced products and must man the stand or space with competent personnel during the opening hours of the Exhibition. Any articles exhibited without prior authorization may be taken away at the expense and risk of the Exhibitor. No change of items on display may be affected during the opening times of the Exhibition. Items may not be exhibited outside the limits of the space allocated to the Exhibitor;

42 The Exhibitor is responsible for the cleaning, both inside and outside of his stand(s) or space(s). Cleaning should not be carried out during the opening times of the Exhibition;

43 Failure to observe these regulations may result in the Organizers taking the steps they consider necessary against offenders, without assuming any responsibility whatsoever for the consequences arising from such violations of regulations.

44 The Organizers reserve the right to deny any visitor(s) admittance to the Exhibition as a whole or access to any particular stand(s) or space(s) or area(s) within it;

45 Exhibitors are not allowed to transfer or assign the stand(s) or space(s) allotted to them to other parties either wholly or in part without the written consent of the Organizers. Where such consent is given, each Exhibitor on a given stand or space will be jointly and severally liable under the terms of this Contract, and one representative should sign this Contract on behalf of all Exhibitors involved;

46 Exhibitors shall be liable for any damage to the walls or to any part of the Exhibition premises in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars or walls without the prior consent of the Organizers.

**5. EXHIBITION SPACE SERVICES**

The following services are provided as package with the letting of the stand space.

- a. Space Only Contracts & Cabana Contracts:
  - Health and Safety cover in accordance with local regulation
  - Access to the show exhibitor manual
  - Exhibitor packs including badges for attendees
  - Listings in the exhibition catalogue

b. The following charges shall be invoiced per booth along with the final payment for Insurance purposes:

- Cabana Zone (5 Sqm.) – USD 400 (USD 20,000/- cover)
- Space Only (18 Sqm.) – USD 600 (USD 40,000/- cover)
- Space Only (36 Sqm.) – USD 800 (USD 60,000/- cover)
- Space Only (54 Sqm.) – USD 1000 (USD 80,000/- cover)

Please note this list is not exhaustive and only includes some of the most common services provided.

**NB: Some shows may include additional services. Please check with your show manager for further details.**

**6. PAYMENT OF PARTICIPATION FEES**

- a. Exhibitors shall pay the percentage of the fees specified in the Contract;
- b. The balance of the fees shall be due by the date specified in the Contract;
- c. Any and all additional facilities requested by the exhibitor shall be paid for in advance without exception
- d. No Exhibitor may remove the products and samples from his stand or space until all dues to the Organizers have been paid and only in the authorized hours for doing so;
- e. Payments shall be remitted net of any bank charges to the bank details specified in the Contract.

VAT: All payments to be made under this Contract shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law.

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the laws of the United Arab Emirates (or any other applicable country), including the introduction of new Laws or the repeal or modification of existing Laws or in the judicial or official government interpretation of such Laws, made after the Contract date, which affect the Organiser or the Exhibitor in the performance of obligations under the Contract.

Where any taxable supply for VAT purposes is made under the Contract by the Organiser to the Exhibitor pursuant to the laws and regulations of the United Arab Emirates or any other relevant jurisdiction the Exhibitor shall, on receipt of a valid VAT invoice from the Organiser, pay to the Organiser such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services under this Contract.

**7. TERMINATION OF THE CONTRACT**

The Organizers may terminate this Contract if:

- a. The Exhibitor fails to comply with the payment terms of participation as given above. The allotted space will be canceled, and payment made to the Organizers shall not be refunded;
- b. The Exhibitor gives written notice of his intention to withdraw, which the Organizers, in their discretion, may permit by written confirmation, subject to the payment of a percentage of their total contract price by the Exhibitor to the Organizers as consideration and compensation for release from this Contract as follows:

11 months prior to Exhibition .....	10% of total fees payable.
9 months prior to Exhibition .....	40% of total fees payable.
6 months prior to Exhibition .....	75% of total fees payable.
3 months prior to Exhibition .....	100 % of total fees payable.

The withdrawal of the Exhibitor will cause the Organisers loss and further costs in reselling the stand and the Organisers are therefore entitled to charge these administration fees.

c. In case the Exhibitor fails to attend the exhibition for any reason, he shall be liable for paying the full amount of the total participation fee.

**8. CANCELLATION OR CURTAILMENT OF THE SHOW BY ORGANISERS**

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, due to a Force Majeure event and/or any reasons beyond the reasonable control of the Organizers and sponsors, or if for any reason the Organizers is unable to permit the Exhibitor to occupy the facility or the space, or if the show is canceled or curtailed, the Organizers and sponsors will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Exhibitor may suffer.

**9. CHANGES**

The Organizers have the unfettered right to modify the duration of the Exhibition or the opening and closing times thereof. Exhibitors shall not be entitled to any claim or compensation in connection with such modifications.

**10. STAND CONSTRUCTION & DECORATION**

Exhibitors may decorate their stand(s) or space(s) in accordance with the relevant guidelines and instructions issued by the Organizers, but only after obtaining written approval by submitting detailed scaled plans in duplicate no less than 2 months before the Exhibition.



## 11. MOVEMENT OF EXHIBITS

- a. Exhibitors shall bear the responsibility and expenses for the transport of exhibits to and from the Exhibition venue;
- b. Exhibitors shall make their own arrangements for storage and warehousing of their exhibits;
- c. Without prior authorization from the Organizers, no article may be removed from a stand or space while the Exhibition is in progress, even if the said article has been sold (if applicable);
- d. Exhibitors shall remove all exhibits from the Exhibition venue within the period stipulated by the Organizers and shall indemnify the Organizers against any loss by reason of delay or damage to the Exhibition venue;

## 12. SECURITY

Exhibitors and their representatives should always be present at their stands or spaces during the opening hours of the Exhibition. They may not close their stand or space before the appointed time of closing.

## 13. FIRE REGULATIONS

The use of inflammable materials for stand or space decoration is prohibited unless such materials have been treated with a fire-retarding substance. All heating appliances should be mounted on fire-proof stands.

All inflammable materials (such as empty boxes and packaging) should be removed immediately from the Exhibition venue.

## 14. MANDATORY THIRD-PARTY PUBLIC LIABILITY INSURANCE FOR EXHIBITORS

- a. For this show edition, the organizer has arranged Event Liability cover on behalf of all contracted stand-holders. A total maximum indemnity of USD 2,000,000 coverage has been provided in respect of injury and/or damage sustained by third party persons or property. The Mandatory Insurance covers both exhibitor's staff and all visitors to their stands during the full tenancy of the show including build up and breakdown. However, please note that it excludes liability arising out of the erection and/or dismantling of the stands undertaken by any stand contractor and/or subcontractor engaged by the contracted stand holder. An excess of \$500 for each and every loss in respect of bodily injury and/or third-party property damage will be recovered from stand holders in the event of a claim. A charge of USD 500/- per booth shall be invoiced along with the final payment. Exhibiting companies are furthermore required to ensure that they have in place their own local Workers Compensation insurance to cover employees attending an exhibition as well as Contractors All Risk Policy worth AED 1,000,000/- and Third Party Liability cover with limit of Indemnity of USD 2,000,000/- for any one occurrence and number of occurrences as unlimited, for their Contractors. Concept Zone is unable to provide Workers Compensation insurance as this is a contractual requirement between employer and employee.
- b. All Exhibitors shall indemnify and hold the Organizers and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of the Exhibitors act, errors or omissions, loss or injury arising to any persons howsoever caused while the said persons are upon or examining or passing the Exhibition stands or spaces, during the period of the Exhibition. The liability or risks of the employees, agents or exhibits shall at all times be the responsibility of the Exhibitors;
- c. All Exhibitors shall indemnify and hold the Organizers and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of cancellation, postponement or partial opening of the Exhibition;
- d. The Organizers shall not accept any responsibility or liability in respect of any damage to or theft of the Exhibitors property/items and the Exhibitor shall indemnify and hold the Organizers harmless in respect of all costs, claims, demands and expenses arising therefrom;
- e. The Organizers shall not accept any liability whatsoever and the Exhibitor shall indemnify the Organizer against all and any such losses that the Exhibitor may incur as a result of the Exhibitors failure to be granted the appropriate visa/entry authorization of a particular Exhibition. This shall at all times remain the responsibility of the Exhibitor;
- f. All Exhibitors must obtain all approvals and licenses to enable the Exhibitors to legitimately exhibit and carry out their intended activity at the Exhibition and must have their corresponding operating licenses according to the rules and regulations of Dubai and the laws of UAE. Failure to do so resulting in any type of penalty or fine shall be at sole expense of the Exhibitor;

## 15. SUPPLEMENTARY CLAUSES

- a. The Organizers shall have the right, in all circumstances, to issue supplementary regulations, in addition to these present Terms & Conditions, to ensure the smooth management of the Exhibition. Such instructions shall be considered to be an integral part of the terms of the Contract, provided that they are made available to the Exhibitors in writing. The failure to object to any breach of any clause herein, by the Organizers, shall not constitute agreement to modification of this Contract or a waiver of any subsequent breach of such clause.
- b. Any additional clauses, supplemental regulations or updated Terms and Conditions are available to read on the official Exhibition website and we encourage the Exhibitors to check the same frequently.

## 16. GENERAL CONDITIONS

- a. The Organizers shall have the right to cancel any Exhibitor's participation in the Exhibition if the said Exhibitor contravenes the regulations in any way, as determined in the sole discretion of the Organizers, and this without the Exhibitor having any claim to compensation or reimbursement for any or all financial commitments undertaken by him and still outstanding to the Organizers;
- b. Exhibitors are bound by all and any regulations applicable to participants in fairs, shows and exhibitions in the United Arab Emirates and hereby confirm that they are familiar with the same;
- c. The Organizers make no representations or give any warranties as to the success of the Exhibition, or in terms of the numbers or type of visitor or exhibitor attendance.
- d. The Organizer may assign or transfer or subcontract any of its rights, benefits or obligations under this Contract to any of its subsidiaries, its parent company and its parent company's subsidiaries from time to time without the written consent of the Exhibitor.

## 17. REGULATIONS

- a. Exhibitors undertake to abide by all clauses whatsoever set forth by the Organizers herein or in any supplementary document(s). Such clauses are deemed incorporated and are in no way to be regarded as merely commentary. Any breach shall be adjudged in the Organizers sole discretion;
- b. By their very participation in the Exhibition, the Exhibitor acknowledges the right of the Organizers, to jointly or separately take unilateral measures for the defense and protection of the interests of the Exhibition, and of all or some of the Exhibitors; as well as any other measures that the Organizers deem useful or necessary to ensure the security of the premises, the Exhibitors and the visitors.

## 18. FORCE MAJEURE

The Organizers shall not be responsible for the loss of or damage to any property of the Exhibitor or any other person caused by theft, fire, defect in the Exhibition venue, storm, tempest, war, labor disputes, lockout, explosions, acts of god and general causes of Force Majeure (as defined), whether or not Desdemona generics within the Organizers control or for any loss or damage sustained in the event that the opening or holding of the Exhibition is prevented, postponed or abandoned or if the exhibition venue becomes totally or partially unavailable for the holding of the Exhibition due to any of the foregoing causes, the Exhibitor shall hold the Organizers safe and harmless from all loss and damage and in no event shall the Exhibitor have any claim of damages compensation of any kind against the Organizers; and if it transpires that it is impossible to hold the Exhibition as scheduled due to any reason whatsoever, the already paid monies by the Exhibitor shall not be refunded unless the Organizers decide otherwise by refunding the payment after deducting their expenses.

## 19. NOTICE AND TIME OF THE ESSENCE

- a. Any notice or other communication required to be given to the other under or in connection with this Contract shall be in writing and shall be delivered by hand at the address of the Parties set forth in the Contract particulars or to such other address provided in writing by the party to the other prior to the Exhibitions close, or if sent by recorded delivery (providing proof of postage or proof of delivery) or sent by facsimile or email to the other party's main fax number or email address as particularized in the Contract;
- b. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or on the (5th) fifth Business Day after posting if sent by recorded delivery or if sent by fax or email, on that Business Day provided it is sent before 5.00pm, otherwise at 9.00 am on the next business day. For the purpose of this clause Business Day shall mean a day on which the Banks are open for business in the UAE;
- c. Time shall be of the essence in each and every provision of this Contract whereby something is required to be done on or by a specified day or within a specified period by the Exhibitor.

## 20. ENTIRE AGREEMENT

The Contract together with these Terms and Conditions, and the other documents referred to herein constitutes the entire agreement between the Organizers and Exhibitor and supersedes all prior agreements or negotiations in connection with the subject matter hereof; No variation or waiver of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized person of the Organizers and Exhibitor.

## 21. SEVERANCE

In the event that any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of the Organizers it may be severed from this Contract and the remaining provisions shall remain in full force and effect unless the Organizers decides that the effect of such declaration is to defeat the original intention of the parties in which event the Organizers shall be entitled without liability to terminate by notice in writing to the Exhibitor.

## 22. WAIVER

The failure of either Party at any time to enforce any of the terms, provisions or conditions hereunder or to exercise any right hereunder shall not constitute a waiver of the same or affect that party's rights thereafter.

## 23. INTERPRETATION

The headings of the clauses are inserted for convenience only and do not affect its construction.

## 24. AGENCY

Nothing in this Contract shall be construed as making the parties hereto partners or joint ventures or render either party hereto liable for any of the debts or obligations of the other party and the Exhibitor shall in no way be considered as being an agent or representative of the Organizers in any dealings which the Exhibitor may have with any third party and the Exhibitor shall not act for or make any representation on behalf of the Organizers.

## 25. INDEMNITY

The Exhibitor shall indemnify and keep indemnified the Organizers from and against any and all loss, damage, liability and legal fees and costs incurred by the Organizers arising from any act, neglect, omission or default of the Exhibitor its agents, employees, licensees or customers and/or any breach by the Exhibitor of its obligations under this Contract. Moreover, the maximum Organizers liability to the Exhibitor in any event shall be limited to the fee paid to the Organizer by the Exhibitor.

## 26. GOVERNING LAW

- a. The governing law of this Contract shall be the laws of Dubai and the UAE.

## 27. DATA & PRIVACY POLICY

The Exhibitor agrees that the Organizer may publish the contact information of the Exhibitor on its website and other marketing materials for the purpose of promoting the Exhibitors participation at the Exhibition. The Exhibitor expressly permits the Organizer to promote the Exhibitor's participation at the Exhibition in the format specified by the Organizer (e.g. SMS, telephone, post, email). The Exhibitors permits the Organizer to share their contact data with approved contractors to assist in the operational setup of their stand.