

Deutsche Messe Dubai Branch
 Suite 105, Sultan Business Centre
 P.O. Box 72736
 Dubai, United Arab Emirates
 Tel.: +971 4 337 6072
 Fax: +971 4 337 6074
 domotex@messe-me.com
 www.domotex-middle-east.com

Your Contacts:
 Mr. Ashok Menon
 Project Manager
 ashok@messe-me.com

Mrs. Josine Heijmans
 Group Exhibition Director
 josine@messe-me.com

12-14 Sept. 2011 · Dubai

DOMOTEX
Middle East

Contract

REGISTRATION AND ACCEPTANCE OF THE TERMS AND CONDITIONS FOR PARTICIPATION.

We hereby register to participate at **DOMOTEX Middle East 2011** and apply for the rental of stand space or stand package. We acknowledge and accept all the attached Conditions of Participation in **DOMOTEX Middle East 2011**. This contract is hereby made between the organizer, Deutsche Messe Dubai Branch, and the exhibitor as named below for this exhibition.

1. EXHIBITOR DETAILS

(Please fill all fields in block capitals):

| | | | |
|---|------------|---------------|---|
| Full Company Name: | | | |
| Street, Number: | | | Postal Code: |
| PO Box: | | | Postal Code for PO Box (only if different): |
| City: | | Country: | |
| General Email: | | Website: | |
| Country Code: | Area Code: | Phone Number: | Fax Number: |
| Name of Owner / Managing Director: Mr. <input type="checkbox"/> / Ms. <input type="checkbox"/> | | | |
| Contact Person – Trade Fair Matters: Mr. <input type="checkbox"/> / Ms. <input type="checkbox"/> | | Job Title: | |
| Direct Email: | | Mobile Phone: | |
| Contact Person – Marketing Matters: Mr. <input type="checkbox"/> / Ms. <input type="checkbox"/> | | Job Title: | |
| Direct Email: | | Mobile Phone: | |

2. DIFFERENT CORRESPONDENCE ADDRESS DETAILS (for Marketing & PR purpose only)

(To be filled only if differs from the address in Section 1 and will not affect the Invoice details and/or address):

| | | |
|--|-------|------------|
| Full Company Name: | | |
| Street, Number / PO Box: | | |
| Postal Code: | City: | Country: |
| Contact Person: Mr. <input type="checkbox"/> / Ms. <input type="checkbox"/> | | Job Title: |
| Email: | | Phone: |

| | |
|----------------|---|
| | |
| Place and Date | Company Stamp and Legally Binding Signature |

3. DIFFERENT DEBITOR

Please Invoice the designated recipient in **Section 4**, not the exhibitor listed in **Section 1** and **Section 3a** below.

We hereby request you to enforce your claims, which result from our registration for and participation in the said event, against the jointly and severally liable debtor listed in Section 4. We are aware that we shall be released from our payment liability in your favour only upon full settlement of the subject claims.

3a. Exhibitor

Full Company Name:

Street, Number / PO Box:

Postal Code:

City:

Country:

Contact Person:

Job Title:

Mr. / Ms.

Email:

Phone:

Place and Date

Company Stamp and Legally Binding Signature of Exhibitor

4. DEBITOR

I/We hereby assume joint and several liability by way of collateral promise for all claims that arise in favour of Deutsche Messe, as a result of participation by the company listed in Section 1 and/or Section 3a in the above event or cancellation of such participation.

Full Company Name:

Street, Number / PO Box:

Postal Code:

City:

Country:

Contact Person:

Job Title:

Mr. / Ms.

Email:

Phone:

Place and Date

Company Stamp and Legally Binding Signature of Debtor

5. STAND REQUIREMENTS:
 This section must be completed by all Exhibitors!

Exhibition Space Required:
 (Please fill in) _____ m x _____ m = _____ m²
 Width Depth Total Square Meters

| | | | | |
|--|--------------------------|--|---|---------------------------|
| Type of Space/Stand: (Please tick) | <input type="checkbox"/> | Space Only (Minimal size 21 m ²) | = | US\$ 355 / m ² |
| | <input type="checkbox"/> | Standard Shell Scheme Stand (Min. 12 m ²) | = | US\$ 405 / m ² |
| | <input type="checkbox"/> | Premium Shell Scheme Stand (Min. 12 m ²) | = | US\$ 460 / m ² |
| | <input type="checkbox"/> | Designers Corner Stand (Min. 12 m ²) | = | US\$ 490 / m ² |

Grand Total Price

Space Only Stands: _____ x $\frac{\text{US\$ 355}}{\text{Space Only Price / m}^2}$ = _____
 Total m² Total Price US\$

Shell Scheme and Designers Corner Stands: _____ x _____ = _____
 Total m² Package Price / m² Total Price US\$

| | | | | |
|--|--------------------------|---|--------------------------|--|
| Product Group, Display Category: (Help us place your company in the most appropriate hall) | <input type="checkbox"/> | Hand-made Carpets and Rugs | <input type="checkbox"/> | Machinery and Technology |
| | <input type="checkbox"/> | Machine-made Carpets and Rugs | <input type="checkbox"/> | Fibres, Yarns and Textiles |
| | <input type="checkbox"/> | Textile Floor Coverings (wall-to-wall) | <input type="checkbox"/> | Artificial Grass and Sports Flooring |
| | <input type="checkbox"/> | Wood and Parquet | <input type="checkbox"/> | Natural Stone, Marble and Ceramic Tiles |
| | <input type="checkbox"/> | Laminate | <input type="checkbox"/> | Association and Publication |
| | <input type="checkbox"/> | Resilient Floor Coverings | <input type="checkbox"/> | Others |
| | <input type="checkbox"/> | Laying skills, Cleaning and Application Technology | | |

| | |
|----------------|---|
| | |
| Place and Date | Company Stamp and Legally Binding Signature |

An advance payment (deposit) of 30% of the total payment must be submitted along with the completed Booking Form in US\$. The remaining 70% being the balance of the total amount must be paid upon receipt of the balance invoice or not later than 3 months prior to the exhibition. 100% of the total amount must be submitted along with this application if made after 15 May 2011.

6. CO-EXHIBITORS DETAILS

We hereby apply for registration of the following companies as our co-exhibitors. All co-exhibiting companies will be listed free of charge in the exhibitors list on our website and in the A-Z list of the official show catalogue. A full profile listing including Contact Details and Product Description can be purchased using the Online Exhibitor Manual.

1. Co-exhibitor

Full Company Name:

Street, Number / PO Box:

Postal Code:

City:

Country

Contact Person:

Job Title:

Email:

Phone:

Exhibits (please specify products):

2. Co-exhibitor

Full Company Name:

Street, Number / PO Box:

Postal Code:

City:

Country

Contact Person:

Job Title:

Email:

Phone:

Exhibits (please specify products):

- Please Note:**
- If registering more than two co-exhibitors, please use copies of this registration form (Section 6)
 - All invoices for services ordered by the co-exhibitor/s will be invoiced to the main exhibitor (Section 1) and/or to the other invoicing address/debitor (as listed in Sections 3 and/or 4)
 - All marketing related mailings or materials will be automatically sent to the co-exhibiting companies directly.

DECLARATION BY THE EXHIBITOR

We agree that this application (consisting of 4 pages), when approved by the Organizer, shall constitute, together with the Terms and Conditions and the Special Terms and Conditions annexed on the pages 5 - 8 (Section 7 and Section 8) and the exhibitors manual a valid and legally binding contract. We have read and hereby agreed fully to the Conditions as named above.

| | |
|----------------|---|
| | |
| Place and Date | Company Stamp and Legally Binding Signature |

7. EXHIBITION TERMS AND CONDITIONS

1. The term "Exhibitor" refers to the company that signatory to this application form and includes all employees or agents of such. The term "Exhibition" refers to the event mentioned on the front of this form (over). The term "Organizer" refers to Deutsche Messe Dubai Branch. In the case of "Joint venture", howsoever described the Exhibitor is deemed to have obtained the consent of all the individual participants to all the terms and conditions of this contract.

2. Upon the acceptance of the application for space a contract shall arise between the Organizer and the Exhibitor in the terms and conditions of this contract subject to variation notified by the Organizer at their sole discretion to the Exhibitor. The relationship of Organizer and Exhibitor shall immediately begin after the acceptance of the application and receipt of the deposit and continue between the Organizer and the Exhibitor. In the case of non-payment of any due sum or any breach or non-observance of any of these terms and conditions by the Exhibitor, the Organizer shall have the full right to revoke this relationship and to re-enter upon the allotted space and may remove and exclude the Exhibitor without prejudice to recovering all monies payable hereunder, all other claims against the Exhibitor and the right to recover damages sustained by the Organizer.

3. All applications for space must contain details of the proposed exhibit(s) to be presented by the Exhibitor on their stand. The Exhibitor is strictly forbidden to sub-let or assign or grant permission to a third party, in respect of any part of the space without the prior written approval of the Organizer. Only the products/services/companies listed on this form may be exhibited. The charges for space are exclusive of any applicable National, Federal or Local government taxes all of which must be borne by the Exhibitor.

4. The Organizer reserves the sole and exclusive right to determine the size, layout and position of any stands. The Exhibitor shall accept a new stand size, layout or position if it is reasonable for the Organizer to exercise this right.

5. Exhibitors shall not advertise products in their catalogs, brochures or any other promotion materials in violation of federal and/or state laws, nor shall Exhibitors display or exhibit in any manner, or sell or offer for sale or resale any products, or commit any act whatsoever, in violation of federal and/or state laws as laid down by the government of the United Arab Emirates.

6. The Exhibitor must occupy the space allotted to said; latest by 8.00 am, on the day prior to the first day of the opening of the Exhibition. In the event of default for whatever reason the Exhibitor shall pay to the Organizer a further sum in liquidated damages equal to the total charge for the space. The Organizer reserves the right to reallocate such space in any way it sees fit.

7. The Organizer reserves the right to cancel a booking upon due notice to the Exhibitor or agent should the Exhibitor fail to make payments upon the due dates. In such cases any monies already paid to the Organizer will be non-refundable and the Organizer reserves the right to demand the remaining balance from the Exhibitor. The Organizer reserves the right to levy a surcharge of 9% above the base interest rate of the European Central Bank/Frankfurt, Germany on any overdue Exhibitor payment. Any loss incurred by the Organizer, resulting from the Exhibitor's actions must be paid by the Exhibitor to the Organizer.

8. In the event of the Exhibitor becoming insolvent, declares bankruptcy, is facing or winding up proceedings, the contract with the Exhibitor shall be looked upon as void and all monies already paid shall be retained by the Organizer.

9. Breach of Contract and Withdrawal by the Exhibitor:

Without prejudice to the rights and remedies of the Organizer in respect of any breach of the Contract on the part of the Exhibitor the Organizer may at its discretion allow the Exhibitor to partially or completely withdraw from the Exhibition subject to the following conditions:

a) The Exhibitor must give written notice to the Organizer that it desires to partially or completely withdraw and if the Organizer allows such withdraw it will notify the Exhibitor of its decision in writing.

b) Any such notification by the Organizer to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organizer a consideration for release from the contract.

c) The amount of such payment will be specified in the Organizer's notification to the Exhibitor and will be that proportion of the space rental payable under the contract and depends on the date upon which the Organizer receives the notification from the Exhibitor.

The amount of the penalty imposed by the Organizer shall be:

- 30 % of the space rental payable under the contract, if the written notice of partial or complete withdrawal is received by Organizer before 15 May 2011.

- 100 % of the space rental payable under the contract, if the written notice of partial or complete withdrawal is received by Organizer on or after 15 May 2011.

The deposit and/or any payments received will be chargeable towards the penalty imposed by the Organizer. Upon payment of such amount to the Organizer by the Exhibitor (credit being given by the Organizer for all rental already paid by the Exhibitor) the Contract shall be cancelled.

No penalty will be charged for contract amendment requests between the different offered stand options (space only, standard shell scheme, etc.) when received in writing before 18 August 2011. For requests received after this date a 10% surcharge will be invoiced on the related space rental price. If the exhibitor is able to prove that the organizer either incurred no loss through such withdrawal or that the loss is substantially less than the applicable charge, a respectively reduced charge will be accepted.

10. Exhibitors shall be totally responsible for the obtaining of visas and customs clearance for their staff, agents, products or services and in no event shall there be any claim for damages or otherwise against the Organizer in respect of any loss or expense relating thereto. Exhibitors will be totally responsible for the cost of restoring to its original condition any part of the land, allotted space or structure occupied by them which has been altered or damaged in any way. The Exhibitor shall hold the Organizer safe and harmless from all loss or damage suffered by or arising from out of any act or default of any servant, agent, employee or subcontractor of the Exhibitor.

EXHIBITION TERMS AND CONDITIONS (Continued)

11. The Organizer shall not be responsible for the loss or damage to any property of the Exhibitor or any other person or for the loss, damage or destruction due to theft or fire or other cause whatsoever or for any loss or damage sustained by any Exhibitor by reason of any defect in the exhibition venue caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the

Organizer, whether ejusdem generis or not, or for any loss or damage occasioned, if by reason of the happenings of any such events, the opening of the exhibition is prevented or postponed or abandoned or a building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor will be liable for third party claims from their own stand fittings and for their proportion of the shell scheme and furthermore for physical loss or damage to the basic shell scheme stand. As the Organizer will accept no responsibility for any of the matters aforesaid, the Exhibitor must cover themselves by insurance in respect thereof to any extent available and the Organizer reserves the right to demand sight of such a policy.

12. The Exhibitor shall not have any claim for damages of any kind against the Organizer in respect of any loss or damage. If the Exhibition Building is becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organizers control and as far as the Organizer did not cause the damage intentionally or by gross negligence, then the Organizer shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organizer shall consider necessary. If in the opinion of the Organizer by re-arrangement or postponement of the period of the Exhibition or by substitution of another hall or building or any other reasonable manner the Exhibition can be carried through the contract for space shall be binding upon the parties except as to the size and position as to which any modification substitution or re-arrangement they consider necessary shall be determined by the Organizer.

13. Stands must be properly manned and exhibits displayed during all of the time the exhibition is open to the visitors. No exhibits may be removed before the end of the exhibition without the written permission of the Organizer which will only be given in exceptional circumstances. All exhibits and stand fitting materials must be removed from the Exhibition Building within the period stipulated by the Organizer. The Exhibitor will compensate the Organizer for any expenses incurred through failing to comply with this condition.

14. The Organizer reserves the right to make an additional charge to the Exhibitor equal to any amount charged to them for any services supplied whether specifically ordered or not. The Organizer accepts no responsibility for breakdown or failure of any the services provided for or in connection with the Exhibition.

15. The Exhibitor shall not without the prior written consent of the Organizer display, exhibit or bring in to the Hall any explosives, radioactive, flammable, dangerous or hazardous substances or any such item which may cause noxious fumes or make use of or display any materials which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify the Organizer against any loss or damage arising out of a breach of this clause. All stand fittings and display materials must comply with all police, local fire, health and safety regulations imposed by any government authority or fire insurance. The Exhibitor has to observe and comply with, all provisions of law including without limitation legislative enactments, building by laws and other governmental regulations which relate to the use of the booth space. No Exhibitor may construct anything above 2.5 meters high without the prior written consent of the Organizers. All stands built by the Exhibitors must gain approval from the Organizer by sending a scale plan and a description of the building materials to the Organizer. All Double Decker stand approvals will be charged US\$275. All display materials and exhibits must be appropriate to the subject matter of the Exhibition in the sole opinion of the Organizer and shall not contravene with any local law, moral or custom and if in the opinion of the Organizer the Exhibitor is in breach of this clause, the Organizer may direct the Exhibitor to rectify such breach and the Exhibitor shall do so immediately. The Exhibitor agrees not to, without the prior written consent of the Organizers, cause or permit anything to be done whereby the space or any furnishings or fixtures are in any manner damaged, marred or defaced, and shall not apply nails or permit the nailing of said furnishings or fixtures, apply or submit to the application of hooks, screws or tacks into any part of the space or any furnishings or fixtures and shall not make or allow any alteration of any kind to be made therein.

16. The Organizer reserves the right to alter, add to, amend or waive any of these terms and conditions and the decision of the Organizer shall be final. No alteration, addition, amendment or waiver of these terms and conditions shall operate to release any Exhibitor from its contract.

17. An Exhibitors' manual will be issued to any Exhibitor containing detailed instructions for the Organization of the Exhibition.

18. The name "Dubai International Convention and Exhibition Centre" shall be used accordingly whenever the Centre is referred to in any Exhibitor's Advertising Material. Copies of all Advertising Material shall be sent to the Organizer as soon as produced and prior to publication. In case of non-compliance, the Organizer shall be entitled to raise claims against the offending Exhibitor for any ensuing damages. In the event that the Organizer deems it necessary to prohibit the use of certain Advertising Material intended for publication by the Exhibitor, the Exhibitor shall not be entitled to raise any claims towards the Organizer for any alleged or actual damages or losses.

19. The Organizer will not accept any complaint or claim against said unless it is submitted in writing to the address of Deutsche Messe Dubai Branch in the period of limitation of two weeks of the closing date of the Exhibition. All claims and disputes shall be settled in Hannover/Germany. The contract is governed exclusively by German law. The Organizer reserves the right, however, to bring its claims before the courts competent for the area where the Exhibitor has his registered offices or the place of Exhibition.

20. Dates and periods of time will be construed in accordance with the Gregorian calendar.

8. SPECIAL TERMS AND CONDITIONS OF PARTICIPATION (in connection with the attached 'Exhibition Terms and Conditions of Participation')

Please also note the General Terms and Conditions of Participation.

1. Minimum space

Hall area 21 m² - Space Only

Hall area 12 m² - Shell Scheme, Premium Shell Scheme and Designers Corner Stands

2. Participation fee

US\$ 355,00 / m² hall area Space Only

US\$ 405,00 / m² hall area incl. Shell Scheme stand

US\$ 460,00 / m² hall area incl. Premium Shell Scheme stand

US\$ 490,00 / m² hall area incl. Designers Corner stand

3. Services

The participation fee includes the following services:

3.1. Hall area – Space Only

- Cession of exhibition space
- Technical supervision and organization by Deutsche Messe Dubai Branch
- General hall and security service (no booth guarding)

3.2. Hall area incl. Shell scheme stand

- Cession of exhibition space
- Stand construction, name panel with company name, stand carpet, spotlights
- Furniture package (1 table, 2 chairs, 1 waste bin)
- Electrical socket, electricity supply
- Cleaning
- Technical supervision and organization by Deutsche Messe Dubai Branch
- General hall and security service (no booth guarding)
- Additional to a Shell Scheme Stand, **Premium Shell Scheme includes:** Feature columns with company logo, 1 lockable cabinet, 1 m² storage room

3.3. Hall area incl. Designers Corner stand

- Cession of exhibition space
- Exclusive Stand Design
- Stand construction, name panel with company logo or name, stand carpet, spotlights
- Furniture package (1 coffee table, 4 chairs, 1 waste bin, 1 reception counter with company logo affixed)
- Electrical socket, electricity supply
- 2 display boards highlighting your latest products/projects within the Designers Corner seminar area / lounge
- Refreshment vouchers usable within the Designers Corner lounge
- Free 30 minutes seminar time-slot in the Designers Corner seminar area
- Cleaning
- Technical supervision and organization by Deutsche Messe Dubai Branch
- General hall and security service (no booth guarding)

All material and equipment is at exhibitor's disposal only for the duration of the fair. Any damage of material and equipment will be charged to exhibitor.

4. Stand construction / additional services

Additional furniture, electricity, water, telephone, stand cleaning, etc. can be ordered with separate forms (Online Service Manual) from Deutsche Messe Dubai Branch. The Service Manual will be available in January 2011.

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Special Terms and Conditions of Participation (Continued)

(in connection with the attached 'Exhibition Terms and Conditions of Participation')

5. Conditions of payment

Payment can be made by Cheque or Telegraphic Transfer in US\$ to:

Deutsche Messe AG
Messegelände
30521 Hannover
Germany

Telegraphic Transfers are to be wired to our bank account as follows:

Intermediary bank: **CHASUS33**
JPMORGAN CHASE Bank N.A.
New York, N.Y./ USA

Beneficiaries bank : **Bankhaus Hallbaum AG & Co.KG**
Rathenastr. 7
30159 Hannover, Germany
1001104007
Account :
BIC (SWIFT): **HALL DE 2H**
IBAN : **DE95250601801001104007**

Cheque payments in AED (UAE Dirhams) should be made payable to: **Deutsche Messe Dubai Branch** at an exchange rate of 3.68 to US\$

An advance payment (deposit) of 30% of the total payment must be submitted along with the completed Booking Form in US\$. The remaining 70% being the balance of the total amount must be paid upon receipt of the balance invoice or not later than 3 months prior to the exhibition. 100% of the total amount must be submitted along with this application if made after 15 May 2011.

