

# Contract

**PLEASE COMPLETE THIS FORM AND RETURN BY FAX TO THE ORGANIZERS**

This contract is hereby made between the organizers, Deutsche Messe Hannover, Deutsche Messe Dubai Branch, and the exhibitor as named below for this exhibition.

**We hereby register to participate at CeMAT MIDDLE EAST 2010 and apply for** (please tick your option):

- Raw Space (Min 21 sqm) @ US\$ 375 per sqm X \_\_\_\_\_ sqm = US\$ \_\_\_\_\_
- Standard Shell Scheme (Min 12 sqm) @ US\$ 410 per sqm X \_\_\_\_\_ sqm = US\$ \_\_\_\_\_
- International Pavillion (Min 12 sqm) @ US\$ 460 per sqm X \_\_\_\_\_ sqm = US\$ \_\_\_\_\_

**Early Bird Discount: Register before 30 April 2009 and receive a US\$ 10 discount per square meter!**

Please tick your product group to help us place your company in the most appropriate location:

- Mechanical Handling
- Warehouse Technology and Workshop Equipment
- Packaging and Order Picking Equipment
- Entire System for Materials Handling Technology, Warehouse Technology, Logistics
- Loading Technology
- Intralogistics – Systems and Software
- Intralogistics Services and Outsourcing

Please give us a brief description of your products and services \_\_\_\_\_

A deposit of 30% of the total payment must be submitted with the completed Booking Form in US\$. The remaining 70% being the balance of the total amount must be paid by 19 October 2009. 100% of the total amount must be submitted with this application if made after 19 October 2009.

**Exhibitor details (please fill in block capitals):**

Please note, we will use the below filled contact details for all correspondence (incl. invoicing, marketing purposes, exhibitor supplies etc.)

Company/Organization Name: \_\_\_\_\_

Street/Postal Code: \_\_\_\_\_

City: \_\_\_\_\_ Country: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of contact person: \_\_\_\_\_ Position: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Please tick this box if the debtor for the payment of the stand is different from the exhibitor/company details given above.

**Payment can be made by Cheque or TelegraphicTransfer in US\$ to: Deutsche Messe AG, Messegelände, 30521 Hannover/Germany.**

TelegraphicTransfers are to be wired to our bank account as follows:

|  |  |   |
|--|--|---|
| Intermediary bank:<br><b>CHASUS33</b><br><b>JPMORGAN CHASE Bank N.A.</b><br><b>New York, N.Y./ USA</b> | Beneficiaries bank :<br><b>Bankhaus Hallbaum AG &amp; Co. KG</b><br><b>Rathenastr. 7</b><br><b>30159 Hannover, Germany</b> | Account :<br><b>0001104009</b><br>BIC (SWIFT)<br><b>HALL DE 2H</b><br>IBAN :<br><b>DE86250601800001104009</b> |
|--|--|---|

**DECLARATION BY THE EXHIBITOR**

We agree that this application, when approved by the Organizers, shall constitute, together with the Terms & Conditions annexed on the back page and the exhibitors manual a valid and legally binding contract. We have read and hereby agreed fully to the Conditions as named above.

\_\_\_\_\_  
**Name of Authorised Signature**

\_\_\_\_\_  
**Position/Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Stamp**

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Fax: + 49 511 89-39681  
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Fax. +971 4 337 6074  
cemat@messe-me.com  
www.cemat-me.com

Organized by



# 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 Hannover, 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 2% 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 withdraw from the Exhibition subject to the following conditions:

**a)** The Exhibitor must give written notice to the Organizer that it desires to 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 dependents 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 withdrawal is received by Organizer before 19 October 2009.

- 100 % of the space rental payable under the contract, if the written notice of withdrawal is received by Organizer on or after 19 October 2009.

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.

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.

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. In no event shall the Exhibitor have any claim for damages of any kind against the Organizer in respect of any loss or damage. If the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organizers control, and 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, radio active, 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 Airport Expo 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 our 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 Hannover or 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.