



26 December 2023 - 5 January 2024

PARTICIPATION CONTRACT

EXHIBITION SPACE CONTRACT

Middle East & International participation contact:

Please post, email or deliver to:

Tel +971 50 651 9900
Tel +971 50 748 8555
Email caiex.exhibition@bbevents.ae
Address **BB Events, Dubai - U.A.E.**
P.O. Box 44424, Dubai, United Arab Emirates

COMPANY DETAILS

Company Name

Address

City County/State

Postcode/Zip code Country

Telephone Fax

Website

MAIN POINT OF CONTACT

Contact Name

Position

Direct Dial Mobile

Email

EXHIBIT SPACE PRICE

Cost of one stand – AED 50,000

- Space Costs (35 Sqm)
- Build up (Electricity, 1 single gang socket, 5 projector LED lights, 2 chairs, 1 Table, sign board)
- Event Management (Marketing, Outdoor Branding "Festival Arena", Social Media Marketing)
- Any additional costs will be charged on the Exhibitor
- 5% VAT will be added as per UAE Laws and regulations

PAYMENT TERMS

- 1) First payment of 50% of the total amount due is payable to BB Events on confirmation booking / signing date of contract.
- 2) Second Payment of 50% of original total amount is payable to BB Events not later than 5 December 2023.
- 3) Exhibition space contract received by BB Events after 5 December 2023, will be payable in full upon receipt of invoice.
- 4) BB Events reserves the right to cancel any Exhibition Space Contract and withdraw admission to facilities if any payment fails to be made by the due date.
- 5) 50% Advanced payment is not refunded in the event of withdrawal of the Exhibitor.
- 6) In the Event of cancellation of the Exhibition due to uncertain circumstances, the date of the event will be shifted
- 7) In the Event of bounced cheques, AED 2,000 penalty fees to be paid to BB Events.
- 8) BB Events has the right to reduce the number of days of the event in coordination with Dubai Shopping Festival

NOTES:

I confirm I have read and possess a copy of the General Terms and Conditions of Participation, and I accept all the clauses without restriction or reservation. I acknowledge that, if my application to participate in the Show is approved by the Organiser, I will denitively be bound to participate in the Show.

DECLARATION: I hereby request to be registered as an Exhibitor at CAIEX 2022 and declare having the due authorizations and powers necessary to enter into a contract for this registration.

FOR EXHIBITOR:

Name: **Signature:** **Date:**

FOR ORGANISER:

Name: **Signature:** **Date:**

EXHIBITION RULES & REGULATIONS

1. ORGANISER

The Exhibition is organised by BB Event, located at the Dubai Silicon Oasis Lynx Tower 505 Dubai, United Arab Emirates.

2. LICENCE

Upon the payment of the full contract price the Exhibitor shall have conditional and revocable license to participate in the Exhibition. Where necessary the Organiser may allocate the space that the Exhibitor may occupy. The parties hereto declare and agree that this Agreement is not and shall not be deemed to be a Lease or an Agreement for Lease.

3. ALLOCATION

Exhibit space will be allocated according to the date on which this Exhibit Space Contract of the Exhibitor is received and in any case at the full discretion of the Organiser. The Organiser reserves the right in the interest of optimum traffic control and exhibit exposure, to relocate the exhibit or display of the Exhibitor (the exhibit) which may be affected by a change in the floor plan. Such a change would not be made unless deemed necessary by the Organiser. The Organiser agrees to advise the Exhibitor if such a change is necessary. The Organiser's determination with respect to allocation of exhibit space is to be binding on the Exhibitor. The full contract price shall at all times be payable even if the Exhibitor eventually does not utilise all the exhibit space allocated to him. In the event the Exhibitor's choice of exhibit space(s) is not available, the Organiser will, where possible, allocate other space. If desired, the Exhibitor may provide the Organiser with a list of competitors whose exhibits (if any) should not be near that of the Exhibitor. The Organiser will, where practicable, accommodate such requests. In the event that no exhibit space is available for the Exhibitor then the sole obligation of the Organiser is to refund to the Exhibitor such amount of the money as shall have been received by the Organiser from the Exhibitor, and the Organiser shall have no other liability whatsoever. The Exhibitor shall not be entitled to make any claim in connection with the foregoing against the Organiser.

4. EXHIBITORS

Exhibits will, unless the Organiser agrees otherwise, be limited to materials, products, or services of specific interest to registrants of the Exhibition. The Organiser reserves the right to determine the eligibility of any material, product or service for display. Exhibition manufacturers, representatives and/or distributors must list their participating principals as the Exhibitors of record. The Organiser reserves the right to limit the number of principals that can be represented by the Exhibitor in a single booth.

5. WARRANTY

Except as otherwise approved by the Organiser or disclosed in writing to the Organiser; the Exhibitor represents, warrants and undertakes that:

- a) They are entering into this Agreement as principal and not as agent or nominee of any third party.
- b) None of the exhibits on display or present at the exhibition premises including decorations and presentations of the exhibit and exhibition booths, product labels and product or service demonstrations or performance infringe, or is likely to infringe, any patent, trademark, copyright and other intellectual property right of any party and agrees that in the event of any breach of the representative, warranties and undertakings herein contained in this Agreement and the license herein granted may be terminated by the Organiser (without the Organiser being liable for any damages or claims whatsoever and without prejudice to the Organiser's other rights and needs) and the Exhibitor shall indemnify the Organiser against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

6. PERSONNEL & ATTIRE

The Organiser reserves the right to determine whether the character and/or

attire of the Exhibitor's personnel at its exhibit is acceptable and in keeping with the best interests of exhibitors and the Exhibition. Further, the exhibitor expressly agrees that, without the prior written consent of the Organiser, its personnel will not exhibit any goods, wares, or merchandise in the official hotels during the period of the Exhibition. All official matters relating to the Exhibition are to be conducted in a manner by the Organiser.

7. SOUND LEVEL

Mechanical or Electrical devices which produce sound must be operated only by the organizer. The Organiser reserves the right to determine the acceptable sound level in all such instances and to require the removal of any such devices.

8. STAND FITTING SERVICE

The Organiser will appoint an Official Stand Fitting Contractor to provide stand fitting services for the Exhibition.

9. ELECTRICAL WORKS & ELECTRICAL SUPPLY

Lighting, power plugs as mentioned above. Where the Exhibitor requires any electrical work in connection with its exhibit, such work shall only be carried out by the Official Electrical Contractor appointed by the Organiser. The Exhibitors shall bear the cost of all such electrical work. Any items fixed by the exhibitor without any approval or written consent shall be removed by the organizer.

10. PHOTOGRAPHY

All photographic rights for the exhibition are reserved by the Organiser. Photography during the exhibition shall only be carried out by the Official Photographers appointed by the Organiser at charges set out in the Exhibitor Manual. Exhibitors wishing to make their own arrangements for photographing their exhibits must obtain the permission of the Organiser whose permission shall not be unreasonably withheld.

11. ADVERTISING MATTER

The Exhibitor may distribute, only within the confines of its stand, hand bills or other printed advertising matter with respect to its exhibit. The Organiser reserves the right to prohibit the distribution of any advertising material for any reason whatsoever.

12. ASSISTANCE

As far as practicable the Organiser shall keep the Exhibitor informed about the Exhibition, providing such available promotional materials (as the Organiser considers necessary) for use by the Exhibitor and promote attendance at the Exhibition through such means of advertising, public relations or publicity as the Organiser considers appropriate. Application for official exhibitor badges for the Exhibitor's own employees and representatives in attendance at the Exhibition should be made to the Organiser.

13. PUBLIC SAFETY INSURANCE AND EXHIBITION LIABILITIES

(a) Security:

Exhibitors and their representatives should be present at their stands at all times during the opening hours of the Exhibition in order to receive visitors. They may not close their stand before the official appointed time of closing.

(b) Fire:

All inflammable materials (such as empty boxes and other wrappings) should be immediately removed from the exhibition premises.

(c) Inflammable Materials:

The use of inflammable materials for the decoration of the stand is prohibited

(d) Insurance & Exhibition Liabilities:

- (i) The Organiser shall insure the Exhibition Hall, and any other adjoining constructions against fire risk, and shall insure third party (visitors to the Exhibition) against accidents that may occur during the hours that the Exhibition is officially open to visitors.
- (ii) The Exhibitor is solely responsible for damage which may occur to his exhibits, equipment, decorations, his stock or his stand or any other of his

possessions

(iii) The period of liability of the Exhibitor shall be deemed to run from the time the Exhibitor or any of his servants, agents or contractors first enters the

exhibition site and to continue until all his exhibits and properties have been removed.

The Organiser shall not in any event be held responsible

for any restriction or condition which prevents the construction, erection, completion, alteration or dismantling of stands, or for the entry, sitting, removal of exhibits, or for the failure of any service amenities provided by the hall landlord, for the cancellation of part-time opening of Exhibition either as a whole or in part, or for amendments or alterations to all or any of the Rules and Regulations caused by circumstances not under their control.

14. SAFETY, FIRE, HEALTH AND OTHER LAWS

All fire, safety, health and other laws, rules and regulations imposed by local authorities and agencies or the lessor of the premises where the Exhibition is held must be strictly observed by the Exhibitor. Aisles and fire exits shall not be blocked by exhibits. Decoration of the exhibits shall only be carried out in such manner approved by the Organiser. No storage behind exhibits is provided or permitted. As per the laws and regulations of Dubai Civil defense

15. LOSSES

The Organiser does not take any responsibility for damage to the Exhibitor's property, or lost shipments either coming in or going out, nor for moving costs. Damage to inadequately packed property is the Exhibitor's own responsibility. If an exhibit fails to arrive, the Exhibitor is nevertheless responsible for the full contract price payable under this Agreement. The Exhibitor is advised to insure against these risks.

16. TERMINATION

(a) If the Exhibitor fails to pay any of the amounts it owes by the due date or if the Exhibitor fails to comply with any of the clauses of these rules and regulations or expresses its intention not to participate in the Exhibition, regardless of the reason, this Contract may be terminated by the Organiser on 7 days' notice.

(b) As an exception to the above, the Contract between the Exhibitor and the Organiser will immediately be terminated as of right and without formal notice:

- if the Exhibitor does not occupy its stand by the day before the Show opens to the public, regardless of the reason; or

- in the event of the Exhibitor's registration less than thirty (30) days before the Show opens, if the payment stipulated in this Contract is not made by at least two (2) days before the Show opens, regardless of the reason.

(c) In the event of termination of the Contract under this clause, the Exhibitor must pay the full price of its participation in the Exhibition as a penalty. Consequently, the amounts previously paid (if any) will remain the property of the Organiser and any outstanding amounts will immediately fall due.

17. RIGHT TO REJECT OR EJECT

The Exhibitor agrees that its exhibits shall be admitted and shall remain from day to day solely in strict compliance with the Rules and Regulations herein contained and as may be published or communicated by the Organiser from time to time. The Organiser reserves the absolute right to reject, eject or prohibit any Exhibit in whole or in part, or any Exhibitor or its representatives without giving cause.

18. RIGHT OF POSSESSION

During the term of this Agreement and so long as any property of the Exhibitor, including but not limited to the exhibit and any goods, wares and merchandise related thereto is on the Exhibition premises, the Exhibitor hereby grants to the Organiser the right for purposes of ensuring the due performance by the Exhibitor of its obligations under this Agreement to possession of all such property. Such right to possession shall be superior to that of any person. In the event of any breach of any provisions of this Agreement all such property shall be deemed to be pledged to the Organiser as security for the performance by the Exhibitors of its obligations under this Agreement and the Organiser may remove, sell or otherwise dispose of all of the same upon such terms and conditions as it deems fit. In the event that for any reason whatsoever such property is not removed by the Exhibitor from the Exhibition premises within one days after the close of the Exhibition, and in accordance with the timetable specified, then the Organiser shall be at liberty to remove, sell or otherwise dispose of such property.

19. SUB-LICENSING

This licence to participate in the Exhibition is personal to the Exhibitor, is non-transferable and no licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the exhibit space that may be allocated to it pursuant to this Agreement, or any part thereof, or permit anything not specified in this Agreement to be exhibited in the allocated Exhibit space. Any attempted assignment, subletting or licence in violation of the terms of this clause shall be null and void. Except with the prior written consent of the Organiser, the Exhibitor shall not exhibit, offer for sale, give as a premium or advertise articles not manufactured or sold in its own name, except and to the extent that such articles are required for the proper demonstration or operation of the Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint or other identification which in standard practice normally appears on them. The Exhibitor shall not permit in its exhibit representatives of companies other than the Exhibitor.

20. LIABILITY LIMITATION

The Organiser does not warrant any particular outcome in respect of the exercise or enjoyment of the rights granted under this Agreement and all warranties not expressly set out in this Agreement for the benefit of the Exhibitor are hereby excluded to the maximum extent permitted by law. In no circumstances shall the Organiser be liable for: (i) any indirect or consequential loss or damage; and/or (ii) any financial loss or damage (including loss of revenue or profits). Without prejudice to the above provisions of this clause, the Organiser's maximum aggregate liability in contract, tort, negligence or otherwise howsoever arising in respect of this Agreement shall be limited to a sum equal to the amount of money actually paid to the Organiser by the Exhibitor pursuant to this Agreement. The persons appointed by the Organiser to undertake any official tasks including but not limited to the Official Stand Fitting Contractor and the Official Electrical Contractor are independent contractors and not agents of the Organiser.

21. REVOCATION

In the event of any breach or non-observance of any of the provisions of this Agreement by the Exhibitor, the Organiser shall be entitled to revoke the licence granted and thereupon the Exhibitor shall immediately leave the Exhibition premises and remove all his Exhibits.

22. VALUE ADDED TAX

All sums payable to the Organiser under this Agreement are exclusive of VAT and the Exhibitor shall in addition pay to the Organiser any amount equal to any VAT chargeable on those sums on delivery of a VAT invoice. For the purposes of this Agreement "VAT" means value added tax or equivalent tax chargeable in the United Arab Emirates from time to time.

23. FORCE MAJEURE

(a) If the Organiser is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, the Organiser shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

(b) If a Force Majeure Event prevents the Exhibition being held on the original Exhibition dates, the Organiser shall be entitled to (i) postpone the Exhibition.

(c) If the Organiser postpones the Exhibition under this Clause the original dates of the Exhibition shall automatically be deemed to be changed to the new dates for the Exhibition as communicated by the Organiser and the Exhibitor hereby irrevocably agrees to such change and acknowledges that it shall have no right to cancel this Contract due to such change of dates.

(d) For the purpose of this clause, "Force Majeure Event" means any circumstance not within the Organiser's reasonable control including (but not limited to) the following: (i) acts of God, flood, drought, earthquake, windstorm or other natural disaster; (ii) epidemic or pandemic (including but not limited to COVID-19 and its consequences); (iii) any law or any action taken by a Government body.

24. GOVERNING LAW AND DISPUTE RESOLUTION

(a) This Agreement shall be governed by the laws of the UAE as applied in the Emirate of Dubai.

(b) The Parties hereby agree to submit to the exclusive jurisdiction of the courts of the Emirate of Dubai, UAE in relation to any matter or dispute arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination).

25. GENERAL TERMS

(a) If any sum payable by the Exhibitor to the Organiser under or in connection with this Agreement is not paid in cleared funds by the due date (whether or not demanded or invoiced), BB Event shall be entitled at any time or times to charge the Exhibitor interest on the overdue amount, from the due date up to the date of actual payment in cleared funds.

(b) This Agreement when executed constitutes legal, valid, and binding obligations enforceable in accordance with the terms of this Agreement.

(c) The representative of the Exhibitor who signs this Agreement on behalf of the Exhibitor is fully authorized by the Exhibitor to do so.

(d) Due to the epidemic of Covid-19 and any possible mutation of it, we draw your attention to the fact that the Organizer may have to cancel the holding of the Show or to postpone it to another date in order to respond to the recommendations of health and government organizations. In such a case, the Organizer will notify the Exhibitor of its decision to postpone without delay

If the show is postponed to a later date, the contractual conditions will be maintained for the new dates, without possibility of withdrawal for the Exhibitor; which the Exhibitor expressly accepts and recognizes.