

The Big 5 2013

Exhibition Space Contract - Germany

25 - 28 November 2013
Dubai World Trade Center
www.TheBig5.ae



Contact Details for Correspondence:

Company: _____

Banner Name: _____
(The name that will appear on all Show Promotional Material)

Address: _____

Telephone: _____ Fax: _____

Email: _____ Website: _____

Stand Requirements: Stand Number: _____

Package	Cost Per SQM	Dimensions	Total Square Metres	Amount
<input type="checkbox"/> German Space Only Rate	\$545	m x m	sqm	\$
<input type="checkbox"/> German Package	\$604	m x m	sqm	\$
<input type="checkbox"/> German Concourse Rate	\$599	m x m	sqm	\$
<input type="checkbox"/> German Double Decker Rate	\$779	m x m	sqm	\$
TOTAL				\$
* Optional enhanced online listing, maximizing your reach via our online activity all year round. Package includes: 200 word company profile, 10 product images, company logo, unlimited press releases, product brochure and more...				\$ 495.00
* Add Online Enhanced Entry (delete if not required)				\$
GRAND TOTAL				\$
30% Deposit due on Application				\$
70% Due by 30th June 2013				\$

Changes from Shell to Space Only, less than 30 days prior to the event will not be entitled to refund of shell cost.

I am interested in receiving more information on: (tick all that apply)

Advertisement in the official show directory Advertisement in the official show daily newspapers
 Advertisement in the official show preview Sponsorship opportunities Digital marketing opportunities

This application will form a contract between us. Having read and agreed to the terms and conditions, we hereby contract for the space as indicated above at such Exhibition for purposes of exhibiting goods as described above and we undertake to be bound by and observe and perform such conditions and to pay the balance as stated above on the stand/space rental on receipt of invoice.

This form must be signed by a Director or person authorised to purchase on behalf of the company.

Full Name of Signatory: _____

Position: _____

Email: _____

Telephone: _____

Signature: _____

Date: _____

Space confirmed on behalf of dmg world media Dubai (2006) Ltd.

Full Name of Director: Andy White

Signature: _____

Email: andywhite@dmgevents.com

Date: _____

Please make payment quoting your Invoice Number

By cheque to: dmg world media Dubai (2006) Ltd., Suite 502-509, The Palladium Building, Jumeirah Lake Towers, PO Box 33817, Dubai, UAE
By transfer to: dmg world media Dubai (2006) Ltd., c/o Lloyds TSB Bank. PO Box 3766, Dubai, US Dollar Payment Account Number 60600836022302 / AED Payment Account Number: 60600836022301, Swift Code: LOYDAEAD

dmg :: events

The Big 5

Exhibition Space Contract - Germany

25 - 28 November 2013
Dubai World Trade Centre
www.TheBig5.ae



Products to be exhibited (This is mandatory - tick as many as apply)

- Bathrooms, Kitchens & Sanitary Ware
- Building Services
- Communications
- Concrete & Related Products
- Construction Tools
- Conveying Systems
- Decorative Products
- Electrical Systems
- Facilities Management
- Finishes (Coating, Painting, Gypsum, Tiling etc)
- Fire Suppression & Protection
- Glass & Glazing
- HVAC
- Landscaping Products / Services
- Marble / Ceramic / Stone
- Metal / Steel / Aluminum
- Pipelines
- Plumbing/Water Technology
- PMV & Related Products
- Safety & Security Equipment
- Scaffolding
- Software / IT
- Special Construction (Swimming Pools, Fountains etc)
- Thermal Moisture Protection / Insulation / Sealants
- Windows & Doors
- Wood, Plastic & Composite

- Are you a Distributor Manufacturer Both
- Is your product Sustainable / Environmentally Friendly
- Is your product licensed for distribution in the Middle East?
- Are you launching new products at the show?
- Do you sell your products to Saudi Arabia?

The product categories you selected will be used in the online directory and official show directory.

Daily Contact Person Details:

Contact Name: _____

Telephone: _____ Mobile: _____

Email: _____ Designation: _____

Online Exhibitor Manual:

Access to the online exhibitor manual will be provided approximately 6 months prior to the exhibition and will contain comprehensive information to help you plan, to avoid problems, keep costs to a minimum and ultimately have a successful event. There will be several forms that need to be submitted before their respective deadlines. The most important Form is **Form 1 - Catalogue Entry**.

Please ensure you complete this form before the specified deadline to guarantee that your company is listed in the printed official catalogue.

If you do not receive your login details 4 months prior to the exhibition please contact us.

The manual is not designed to replace our personal service. Our team will be happy to answer any questions, discuss a procedure or offer any special assistance you may require.

1. Terms of Reference

The terms and conditions set out herein shall be read and construed as an integral part of the contract. The term '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; the term 'Exhibition' shall mean the exhibition(s) referred to on the application form overleaf; the term 'Organisers' shall mean dmg world media Dubai (2006) Ltd, and the term 'Contract' shall mean the contract for exhibition space at the exhibition, entered into between the Organisers and the Exhibitor, and which incorporates these present Terms & Conditions which shall be construed as an integral part of the contract.

2. Application for Participation

All contra applications for participation shall be made on the prescribed Exhibition Space Contract which shall be submitted to the Organisers or their authorized representative(s) on or before the deadline specified overleaf. Applications will be dealt with in the order they are received, and will constitute the Exhibitor's confirmation of participation and acceptance of the terms of contract. The Organisers, 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 Organisers, reserve the right to accept or refuse any application 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

The Organisers shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Organisers 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 Organisers, 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.

4. Use of Exhibition Space

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 authorisation may be taken away at the expense and risk of the Exhibitor. No change of items on display may be effected during the opening times of the Exhibition. Items may not be exhibited outside the limits of the space rented by the Exhibitor. 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. Failure to observe these regulations may result in the Organisers taking the steps they consider necessary against offenders, without assuming any responsibility whatsoever for the consequences arising from such violations of regulations. The Organisers 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. Exhibitors are not allowed to sublet 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 Organisers. 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. 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 other-wise alter the floors, ceilings, pillars or walls without the prior consent of the Organisers.

5. Payment of Participation Fees

- a. 30% Due on application
- b. 70% Due by 30th June 2013
- c. Exhibitors registering after 30th June 2013 should pay the total cost of the stand or space reserved on receipt of the corresponding invoice.
- d. All additional facilities requested by the Exhibitor shall be paid for in advance.
- e. No Exhibitor may remove the products and samples from his stand or space until all dues to the Organisers have been paid.
- f. Changes from Shell to Space Only, less than 30 days prior to the event will not be entitled to refund of shell cost.
- g. Payments shall be remitted net of any bank charges to dmg world media Dubai (2006) Ltd, Lloyds TSB Bank, PO Box 3766, Dubai, UAE, US Dollar Payment Account Number: 60600836022302 / AED Payment Account Number: 60600836022301, Swift Code: LOYDAED

6. Termination of the Contract

The Organiser may terminate the Contract if:

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

Up to 9 months prior to the exhibition.....30% of space cost

Between 6 and 9 months prior to the Exhibition.....50% of space cost

Between 3 and 6 months prior to the Exhibition.....75% of space cost

Less than 3 months prior to the Exhibition.....100% of space cost

The withdrawal of the Exhibitor will cause the Organiser loss and further costs in reselling the stand and the Organiser is 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.

7. Cancellation or Curtailment of the Show by dmg world media Dubai (2006) Ltd

In the event that the facility in which the show is to be held or is held is destroyed or becomes unavailable for occupancy, for reasons beyond the reasonable control of the Organiser and sponsors, or if for any reason the Organiser is unable to permit the Exhibitor to occupy the facility or the space, or if the show is cancelled or curtailed, the Organiser 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. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, lightning, flood, weather epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott or other force majeure event.

8. Changes

The Organisers have the 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.

9. Stand Construction & Decoration

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

10. 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 authorisation from the Organisers, no article may be removed from a stand or space while the Exhibition is in progress, even if the said article has been sold.
- d. Exhibitors shall remove all exhibits from the Exhibition venue within the period stipulated by the Organisers and shall indemnify the Organisers against any loss by reason of delay or damage to the Exhibition venue.

11. Security

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

12. 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.

13. Insurance, Liability and Risks

- a. All Exhibitors shall insure, indemnify and hold the Organisers and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of 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 tenancy of the Exhibition. The liability or risks of the employees, agents or exhibits shall be the responsibility of the Exhibitors.
- b. All Exhibitors shall insure, indemnify and hold the Organisers 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.
- c. All Exhibitors shall obtain all-risks insurance from an insurance company of good standing. In addition, all Exhibitors shall obtain third party liability insurance from a local insurance company of good standing to cover equipment and/or exhibits, whether or not such articles are their property.
- d. The Exhibitor shall produce certified copies of the insurance policies obtained pursuant hereto.

14. Supplementary Clauses

The Organisers 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 Contract, provided they are given to the Exhibitors in writing. The failure to object to any breach of any clause herein by the Organisers shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.

15. General Conditions

- a. The Organisers shall have the right to cancel any Exhibitor's participation in the Exhibition if the said Exhibitor contravenes the regulations in any way, 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 Organisers.
- b. Dubai Court shall be deemed to be the place of settlement of any disputes that may arise between the Organisers and Exhibitors.
- c. The Organisers shall have the discretionary right to sue any Exhibitor before his national court or before any other court.
- d. Exhibitors are bound by all and any regulations applicable to participants in fairs and exhibitions in the United Arab Emirates.
- e. U.A.E. Law shall be the law of contract between the Exhibitors and Organisers

16. Regulations

- a. Exhibitors undertake to abide by all clauses whatsoever set forth by the Organisers herein or in any supplementary document(s). Such clauses will be enforced and are in no way to be regarded as merely commentary. The Organisers are the sole judges as to the measures to be adopted in respect of the application of the said clauses.
- b. By his very participation in the Exhibition, the Exhibitor acknowledges the right of the Organisers, jointly or separately, to take unilateral measures for the defence and protection of the interests of the Exhibition, and of all or some of the Exhibitors; as well as any measures the Organisers deem useful or necessary to ensure the security of the premises, the Exhibitors and the visitors.

17. Force Majeure

The Organisers 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 Hall, storm, tempest, war, labour disputes, lockout, explosions, Acts of God and general causes of Force Majeure, whether or not ejusdem generis within the Organisers' 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 hall becomes totally or partially unavailable for the holding of the Exhibition due to any of the foregoing causes, the Exhibitor shall hold the Organiser 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 Organisers; and if it is impossible to hold the Exhibition as scheduled due to any reason, the already paid monies by the Exhibitor shall not be refunded unless the Organisers decide otherwise by refunding the payment after deducting the necessary expenses.