Orange EXHIBITION MANAGEMENT

Your gateway to the world of international exhibitions

gulfhost

A Gulfood Hospitality Equipment and Food Service Expo

GULFHOST 2018 - DUBAI, UNITED ARAB EMIRATES, 30 October - 1 November 2018
OFFICIAL SPACE CONTRACT AND TERMS & CONDITIONS

COMPANY INFORMATION (*=Mandatory)

Company Name* _____

Address* OR P.O. Box _____

Postal Code* _____ City* _____ Country* _____

Main Phone* _____ Fax* _____

Company Email* _____ Website* _____

Main Contactperson* _____ Title* _____

Direct Phone* _____ Email* _____

INVOICE ADDRESS ☐ Same as Above

Company Name _____ Phone: _____

Address _____ Postal Code _____

City _____ Country _____

INVOICE TO THE ATT'N OF: _____ Email: _____

ADDITIONAL CONTACT FOR INVOICE: _____ Email: _____

Invoicing Policy: Orange Exhibition OEM efforts to be a paperless office, all invoices will be sent via email.

ADDITIONAL CONTACT INFORMATION

1 – BOOTH CONTACT This person will receive all exhibitor related updates.	2- SHOW ON-SITE CONTACT
Name* _____	Name _____
Phone* _____ Email* _____	Phone _____ Email _____

COMPANY PROFILE (Mandatory)

Are you a Dutch company or affiliated with one? Yes ❍ No ❍	Are you a first-time exhibitor at the GulfHost? Yes ❍ No ❍	Are you new to the Middle East market? Yes ❍ No ❍

PRODUCTS AND SERVICES

Product 1 ☐ Check if new product	**Product 2** ☐ Check if new product	**Product 3** ☐ Check if new product

WE REQUEST THE FOLLOWING BOOTH: _____

Next to or in the neighbourhood of this company: _____

NOT Next to or in the neighbourhood of this company: _____

I do give permission to publish our company details on your exhibitors list(s): online and/or offline:

☐ YES ☐ NO

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SPACE SELECTION AND PRICING

❍ **Stand** (Hard-Wall Construction, Fascia with company name in standard lettering, Table & 4 Chairs, Lockable Reception Counter, Lighting, Carpet, Cleaning). Minimum stand space is 12 m2 (3 m front x 4 m deep).

_____ m x_____ m=_____ m² x EURO 740,00 / m² **= € _____**

B. DWTC. Organizer's Mandatory Insurance Fee EURO 150,00 **= € 150,00**
(reg. fee applies to both direct and indirect exhibitors
DWTC Organizer's Marketing Power Pack EURO 315,00 **= € 435,00**

C. Grand Total Participation (A+B) + 21% VAT **= € _____**

Please tick in which sector you wish to participate and which is suitable to your company:

❍ **Processing & Packaging**

❍ **Ingredients**

❍ **Supply Chain Solutions**

❍ **Automation & Controls**

DEADLINE: 27 April 2018

Send completed application to:

Caroline Cramer
cc@orange-management.com
T: +31 6 15371456

Orange Exhibition Management B.V. (OEM).
Duinlustparkweg 51
2082 EB SANTPOORT-ZUID

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www.orange-management.com

PAYMENT INFORMATION

Your space will not be confirmed without payment details and when the application form is NOT signed by a person registered with the Chamber of Commerce. Failure to complete this will result in your space being released within 5 business days and sold on a first come, first served basis.

As per 1st January the Authorities in the UAE have implemented a 5% VAT. This means that all prices for services are subject to this 5% VAT. There is no reversed VAT as we are dealing with a country outside EU.

SPECIAL ATTENTION:

1. **Signed contracts for space in the Holland Pavilion are binding and will be the only official means of reserving space**
2. **Under no circumstances will the exhibitor be permitted to occupy the space reserved unless full payment has been received**

***By signing this contract I confirm that, a VAT on the (participation) fee(s) to exhibitors in the various Dutch Pavilions at GulfHost 2018, I will pay this VAT in full within 14 days after receipt of the resp. invoice which will be sent by e-mail.**

***By signing this contract, I certify that I understand and agree with the Terms and Conditions regarding exhibiting in the Holland Pavilion at this show, as mentioned on page 3 of this contract.**

***By signing this contract, I confirm that I will pay the participation costs in full upon 14 days after receipt of the invoice which will be sent by email. OEM has the right to replace any exhibitor who has not paid its total participation fee in full in time.**

Name: _____ Title:_____

Signature: _____Date: _____

The following conditions, as well as any and all rules and regulations laid down by the show organizers of **GulfHost 2018** "The Show", are part of the Participation Agreement made through the signing of this "Stand Application and Contract Form", as though fully incorporated therein, and each participant, hereinafter referred to as "**Exhibitor**", is bound by each and every one thereof. The Exhibitor is obliged to carefully read the Terms & Conditions and all rules and regulations laid down by "The Show".

Orange Exhibition OEM B.V. (OEM) hereinafter referred to as "OEM", undertakes within the framework of the offer submitted to carry out the project described. Once the application form is signed by the exhibitor and received by OEM, the exhibitor is committed to participate.

Space Assignments: OEM and the show organizers have the sole authority to assign, reassign and allocate exhibit space. OEM reserves the right to accept or refuse applications for any reason and confirmation of participation is made solely by OEM. No assignment will be official until a completed application and the proper payment has been received and accepted by OEM. The location and layout of the Holland Pavilion are subject to change at the sole discretion of OEM and the Show Organizers. The exhibitor is committed to comply with the conditions of participation as stated by the organizer of the exhibition. These conditions are available from OEM upon request. Space numbers printed in the Pavilion floor plan are for pavilion reference use only. Official booth numbers will subsequently be assigned to each exhibitor at a later date.

Fees

Included in the participation fees are (per 9sqm):

- Preparation and organization
- Rental of exhibition space
- Floor covering in a uniform color
- 1 lockable counter, 1 electrical outlet of 110V, daily cleaning of the stand (with exception of areas locked by exhibitors)
- Name listed on fascia, Holland branding
- Transportation of stand construction materials
- Supervision, by OEM staff member(s) on site.

Not included in the costs of participation are:

- Transportation, loading, unloading, customs clearance and placing of exhibition goods of exhibitors
- Travel and accommodation costs as well as other costs of stand personnel
- Furnishing of the stand with, for example, furniture, showcases, kitchen equipment, text-, color- and photo panels, extra lighting, placing and connection of machines and/or equipment, etc. (requirements to be announced during the individual meeting regarding the stand furnishing, upon which the appointed stand contractors will make a quotation for the costs), connections for telephone and costs of calls, internet, water/waste connection, power supply and connection and other special items, costs for stand hostesses,.

Note. The costs for the above and other services will be charged to the exhibitor after the exhibition.

Stand construction: By signing the application form the exhibitor accepts the obligation to use the services of the stand contractor, appointed by OEM.

Exhibitor's Insurance: Exhibitors must obtain or provide insurance protection for all third party risks and to ensure that OEM, the Organizer, their Related Bodies Corporate and their respective Personnel are named as insured's in the insurance policy covering the Exhibitor's participation in The Show. A Force Majeure cover in the insurance policy is mandatory. In all cases it is up to the Exhibitor to have a suitable insurance to cover any losses due to a Force Majeure. The minimum insurance protection which Exhibitors are required to obtain or provide in respect of their participation in The Show is the higher of: a) the existing third party insurance of the Exhibitor; or b) an amount not less than one million US$ dollars (US $1,000,000) for any one accident or occurrence.

Exhibitor agrees to provide their own property and liability insurance, to make payments for exhibit space and additional expenses as scheduled and not to reassign, grant or license the use of Exhibitor's space without written consent from OEM. Exhibitor agrees to keep a fully equipped, staffed stand at all opening hours throughout The Show. Should an Exhibitor's stand be left unattended, OEM may make provisions to equip and staff the stand at the Exhibitor's expense. Exhibitor also agrees to take responsibility for all costs for shipping, duties, and handling of all its goods and materials, and the removal of said material from the exhibition site after the event. OEM has the right to have any material left by an exhibitor removed after the close of The Show at the Exhibitor's expense.

Sharing of Stand: Exhibitor agrees not to share or sublease the contracted space or stands without the express, written consent of OEM. In cases where Exhibitor has co-exhibitors within its exhibit, the primary Exhibitor will be responsible for all the group's payments.

Liability: Exhibitors, their contractors and their respective Personnel participate in The Show at their own risk. To the extent permitted by law, the Exhibitor agrees to indemnify and hold harmless the OEM, the Show organizers, the Exhibition Hall Facility and City in which this exhibition is being held, and their Officers, Agents and Employees, against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind resulting from its occupancy of the space contracted herein for by reason of personal injuries, death, property damages or any other cause sustained by any persons or others. The OEM shall not be responsible for loss or damage to displays or goods belonging to Exhibitors whether resulting from fire, storms, acts of God, air conditioning or heating failure, theft, pilferage, mysterious disappearance, bomb threats or other causes. All such items are brought to the Exhibition and displayed at Exhibitor's own risk, and should be safeguarded at all times. The Exhibitor agrees that OEM shall not be responsible in the event of any errors or omissions in the listings in the exhibition official directory and in any promotional material. To the extent permitted by law, Exhibitor agrees to indemnify OEM against and hold it harmless for any claims and for all damages, costs and expense, including, without limitation, attorney's fees and amount paid in settlement with Exhibitor, incurred in connection with such claims arising out of the acts or negligence of Exhibitor, his agents or Employees.

Photo Release: Exhibitor grants OEM, the right to take photographs of Exhibitor, any other agents, and the stand in connection with the above-identified event. Exhibitor authorize OEM, its assignees and transferees to copyright, use and publish the same in print and/or electronically. Exhibitor agrees that OEM may use such photographs of Exhibitor with or without (company)name and for any lawful purpose, including such purposes as publicity, illustration, advertising, and web content. Exhibitor affirms that, to the best of its knowledge, it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer, or otherwise use in its exhibit at this trade show/event and that it will not knowingly infringe the intellectual property rights of another party.

Payment Schedule and Prices:

In view of the obligations which OEM is to enter into and the financial consequences hereof, the exhibitor will be invoiced the total participation costs immediately following the deadline for application, together with the deposit for extra services. Invoices are based on space allotted. This invoice has to be paid by the exhibitor **within 14 days**. If the invoice is not paid in time, OEM reserves the right to deny the exhibitor access to the stand space. Even if OEM needs to revert to this measure, the exhibitor remains obliged to pay all amounts due. The exhibitor accepts the obligation to ensure payment of this invoice - as well as future invoices, to be sent to exhibitor for costs paid by OEM on behalf of the exhibitor - within 14 days. No exhibit space assignments will be made to companies who have not paid the proper deposit. OEM has the right to replace any exhibitor who has not paid its total participation fee in full. All prices are in EURO (€). If a due date for payment is exceeded, the Exhibitor will be legally in default and, without any reminder or notice of default being required, OEM shall be entitled to demand default interest of 5% percentage **OEM reserves the right to vary prices or impose a surcharge at any time prior to the opening of The Show if either: a) there are significant increases in the rate of currency exchange, duties or taxes or b) there are significant increases in the costs in connection with conducting The Show.**

Exhibitor Cancellation or Space Reduction: Because OEM bases its irrevocable space & rental commitment on the Exhibitor's participation commitment, by signing the Stand Application and Contract Form the Exhibitor is committed to paying 100% of the Total Participation Fee to OEM regardless of written notice from Exhibitor to cancel participation. If an exhibitor cancels participation after having signed and forwarded the contract to OEM, the exhibitor is liable to pay the full amount of the costs incurred for participation, since OEM cannot reclaim these costs with the organizer of the exhibition. This liability also applies to costs made by OEM subcontractors. The cancellation fees are considered to be liquidated damages for the injuries OEM will suffer as a result of Exhibitor's cancellation. The Exhibitor acknowledges that damages for breach of this contract are difficult to ascertain at the time of this contract's formation and moreover, Exhibitor also acknowledges that its withdrawal or reduction from its reserved space at a time when other entities would be interested in occupying it will cause OEM to sustain damages. In such situations, the OEM's damages will be significant, but not precisely calculable. This provision for liquidated and agreed upon damages is not a penalty and therefore the provision for liquidated damages is valid. The date of cancellation should be the postmarked date on such correspondence.

Show Cancellation: In the event of cancellation of The Show or any part thereof for any reason whatsoever, OEM shall not be under any liability whatsoever for any expenditure, loss or liability incurred by Exhibitors, and OEM shall be entitled to retain all sums paid by Exhibitors or such part thereof as the OEM, in its absolute discretion, considers necessary to cover OEM's expenses incurred with The Show. The amount (if any) of any sums not retained by OEM as necessary to cover OEM's expenses will be refunded to Exhibitors.

Cancellation by OEM: OEM reserves the right to cancel the collective presentation. The exhibitor will not be entitled to withdraw from the agreement, nor to claim indemnity. Should the presentation be cancelled, OEM will not be liable for any losses or other disadvantages suffered by the exhibitor as a result hereof. Furthermore, the exhibitor shall in this case be required to bear a reasonable share of the costs incurred by OEM in preparing for the event.

Force Majeure: In the event of fire, war, inclement weather, public calamity, force majeure or other reasons beyond OEM's control preventing all that is indispensable to the staging of the Holland Pavilion, OEM may decide at any time to cancel all applications for Exhibit Space already filed while notifying the Exhibitors of this decision in writing. Whatever the reasons of such cancellation, the Exhibitors are not entitled to any compensation or indemnity. Funds remaining after payment of all costs will be distributed among Exhibitors proportionately to the amounts paid by them. It is herewith expressly agreed that Exhibitors shall have no rights of preferring claims against OEM on any ground or for any reasons whatsoever. In all cases it is up to the Exhibitor to have a suitable insurance to cover any (additional) losses due to cancellation.

Applicable law and forum: Dutch law is exclusively applicable to all agreements referred to by these Terms & Conditions. Any dispute to which these Terms & Conditions apply shall exclusively be brought before the District Court of Amsterdam. If any provision in these Terms & Conditions is wholly of partially void or declared void, the other provisions of these Terms & Conditions will remain wholly valid and shall not be affected.