

TERMS & CONDITIONS

3RD, 4TH & 5TH NOVEMBER 2017, MUMBAI

BANDRA KURLA COMPLEX

DUBAI
PROPERTY
SHOW

DEFINITIONS

1. The attached Priority Application Form and the terms and conditions shall govern the relationship of the Exhibitor and the organiser, Sumansa Exhibitions LLC (SE) regarding the Event referred to in the Priority Application Form.
- 2.1. All references to the "Exhibitor" shall include the signatory of the Priority Application Form, its directors, managers, employees, agents and representatives.
- 2.2. Terms defined in the Priority Application Form shall have the same meanings herein.
- 2.3. The following expressions shall have the following meanings "Exhibition Stands" means the stands to be built on allocated sites at the Event and includes where the context permits, the rights of use which have been bought by the Exhibitor for the Event; "Event" means the exhibition titled "Dubai Property Show" ("DPS") due to be held at the discretion of the organiser. "DPS Name and Logo" means the Dubai Property Show ("DPS") logo and name.

EXHIBITION STANDS

3. A price list telling the available Exhibition Stand rates and packages is attached here too.
4. All forms and documentation for the Event must be submitted in accordance with SE's deadlines; failure to adhere to SE's deadlines will result in the Exhibitor paying an additional administration fee set by SE from time to time.
5. Any additional items other than those included in the Exhibition Stand package, such as designed stands, plasma TV and projectors must be arranged directly through SE's authorized handling agents in the city where the exhibition is held.
6. All bookings are subject to SE's approval. SE shall have full power to determine, at its sole discretion, in every respect, the allocation and location of the Exhibition Stands and it shall be entitled for any reason which in its sole opinion is in the general interest of the Event to vary the general layout or the situation and area of any particular Exhibition Stand even if already allocated and the Exhibitor shall accept a new allotment of space in substitution of the originally allotted stand and shall not have the right to demand or receive a reduction in the Contract.
7. Organisers reserve the right to modify the layout of stands and gangways.

PRICE

8. The Exhibitor may design the Exhibition Stand and will be responsible for its own display advertising at the Event at their own cost. All display advertising exhibits and Exhibition Stand arrangements shall be appropriate to the subject matter of the Event in the sole opinion of SE and shall be aesthetic and of any local law, moral or custom and if in the opinion of SE, the Exhibitor is in breach of this clause, SE may direct the Exhibitor to rectify any such breach and the Exhibitor is liable to act accordingly immediately.
 9. If the Exhibitor elects to design his own Exhibition Stand, he must comply with all of the deadlines set by SE in relation to installing and dismantling. No shipment or delivery of property of any kind will be accepted at the venue prior to three days from the commencement of the exhibition. The Exhibitor will observe and comply with the Rules and Regulations Operating Manual provided by the venue, a copy of which will be supplied by SE to the Exhibitor prior to the Exhibition.
- ## INTELLECTUAL PROPERTY
10. The Exhibitor shall not use the Dubai Property Show ("DPS") logo and name without obtaining prior written consent of SE, which will only be granted once SE have received the full Contract Price from the Exhibitor.
 11. Upon receiving written approval from SE, the Exhibitor will have the non-exclusive, limited right to use in accordance with the requirements and instructions of SE the Dubai Property Show logo and/or name to the extent required for the Exhibitor's marketing and advertising materials. The Exhibitor shall ensure that each reference to and use of any DPS logo and/or name is approved by SE from time to time. The Exhibitor shall ensure at all that all marketing and promotional material in relation to the Event is represented in such a way as to protect and preserve the high quality image associated with SE and the Event. The Exhibitor shall be prohibited from using the DPS logo and/or name, any of the Event names or marks, or any confusingly similar marks, logos, names or symbols, in whole or in part, in relation to any event or product other than the Event. Rights in respect of the DPS logo and/or name and any other marks, logos, names or symbols owned or used by SE in relation to the Event or the goodwill associated therewith.

PAYMENT

12. 100% within 7 (seven) working days from the date of booking.
 13. Payment shall be made in AED by telegraphic credit card or cheque payable in UAE to Sumansa Exhibitions LLC.
 14. Payments received after 7 (seven) working days of invoice will be subject to 20% surcharge of the invoice amount.
 15. Booking received less than 14 (fourteen) days of the event will be subject to 20% surcharge of the invoice amount.
- ## BREACH
16. If the Exhibitor fails to pay the Contract Price, or any component thereof, within the prescribed time, SE reserves the right, after written notice to the Exhibitor, or its agent(s), as applicable, to cancel this Contract and SE shall in such event retain such components of the Contract Price already paid by the Exhibitor, if any.
 17. In case of any breach or non-observance of any of the Conditions by the Exhibitor, whether or not the Exhibition Stand has been occupied by the Exhibitor, and where the exhibitor fails to rectify any such breach within 7 (seven) working days of being notified by SE, SE shall have the full right to re-enter upon the allotted space and may remove and exclude the Exhibitor there from without prejudice to its right to recover all monies payable hereunder and any other damages sustained by SE, and all other claims it may have against the Exhibitor.

TERMINATION AND DAMAGES

18. SE reserves the right to cancel the Event without prior notice for whatsoever reason and save in the circumstances set out in Clause 26 below, the Exhibitor will be fully refunded.
 19. If the Exhibitor cancels the booking, or terminates this Contract, for any reason whatsoever after the prescribed date of payment of the Contract Price, liquidated damages will be payable by the Exhibitor to SE in accordance with Clause 20 below.
 20. Cancellation charges equal to (i) 25% of the Contract Price will be levied if the Contract is cancelled by the Exhibitor more than three months prior to the Event, (ii) 50% of the Contract Price will be levied if the Contract is cancelled by the Exhibitor more than two months but less than three months prior to the Event, (iii) 75% of the Contract Price will be levied if the Contract is cancelled by the Exhibitor more than one month but less than two months prior to the Event, and (iv) 100% of the Contract Price will be levied if the Contract is cancelled by the Exhibitor within one month prior to the Event or if the Exhibitor does not attend the Event.
 21. In the event of the Exhibitor committing an act of bankruptcy or if a limited liability company being wound up, the Contract shall be terminated and all monies already paid shall be retained by SE.
 22. The Exhibitor shall occupy the Exhibition Stand allotted to it at the Exhibition. The Exhibitor shall be responsible for any problems should the Exhibitor fail to occupy the Exhibition Stand by the allocated time prior to the opening of the Exhibition. The Exhibitor shall leave the Exhibition Stand in the same condition and repair as when the Exhibitor took possession of the Exhibition Stand, fair wear and tear excepted.
 23. Applications for space must contain details of the proposed advertising and the name of any other company represented by the Exhibitor whose products are to be shown on or whose services are to be referred to in or on the Exhibition Stand. The charge for the Exhibition Stand is exclusive of any applicable federal or local government or municipal taxes, all of which, if any, must be borne by the Exhibitor.
- ## ASSIGNMENT
24. The Exhibitor may not assign, sublet or grant licenses in respect of any part of the Exhibition Stand allotted, nor may be shown in or on its Exhibition Stand. Only those products, services and companies mentioned on the Priority Application Form may be incorporated in the Exhibition Stand.
- ## INDEMNITY AND FORCE MAJEURE
25. The Exhibitor will be entirely responsible for the cost of restoring to its original condition, any part of the Exhibition Stand or structure occupied by them which has been altered or damaged in any way, wear & tear excepted.
 26. The Exhibitor shall be responsible for the Exhibition Stand and its content, as well as the persons and property of its employees and/or representatives, and SE shall not be responsible for any loss or damage to property, or injury

- or death, of the Exhibitor or tempest, lightning, national emergency, civil unrest, war, labour disputes, lockouts, explosions, Acts of God and general cases of force majeure whether or not ejusdem generis with the foregoing or any cause not within SE's control or for any loss or damage sustained in the event that the opening or holding of the Event is prevented, postponed or abandoned, or if the hall becomes totally or partially unavailable for the holding of the Event due to any of the foregoing causes, or the interruption, suspension or partial/total loss of the satellite link or television broadcast. The Exhibitor shall indemnify and hold SE safe and harmless from any loss and damage to property, and injury or death to person, all for the Exhibitor's portions of the Exhibition Stand and for any loss or damage to the Exhibition Stand, except for events of gross negligence, wilful misconduct or fraud on the part of SE. The Exhibitor is advised to take out insurance cover for the purpose of indemnifying SE as aforesaid and also to cover itself against all risks in respect of which SE is expressed not to be responsible in these conditions. For the avoidance of doubt, the Exhibitor must obtain its own insurance to cover its Exhibition stand at the Event.
 27. In no event shall the Exhibitor have any claim for damages of any kind against SE in respect of any loss or damage consequent upon the prevention, postponement or abandonment of the Event by reason of the happening of any of the events referred to in Clause 26 above or otherwise or if the venue becomes wholly or partially unavailable for the holding of the Event for reasons beyond SE's control and SE shall be entitled to retain the monies paid by the Exhibitor or such part thereof on pro rata basis.
 28. The Exhibitor shall hold SE safe and harmless from loss or damage suffered by or arising out of any act of default of any servant, agent, employee, subcontractor or guest of the Exhibitor.
 29. The Exhibitor shall not, without the written consent of SE display, exhibit or bring into the Event any explosives or dangerous materials or any other such items which may cause noxious fumes or which make use of or display any materials which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify SE against any loss or damage arising out of a breach of this clause.
 30. The Exhibitor shall be responsible for the actions and behaviour of its employees and/or representatives, and shall ensure that its employees and/or representatives do not interfere with the enjoyment of the Event by any third parties. The Exhibitor shall be removed from the Exhibition Stand and the Event any employee and/or representative who in the sole, but reasonable, discretion of SE causes a nuisance to third parties attending the Event, and such employee and/or representative shall be barred from future entry to the Event and the Exhibition Stand.
- ## AMENDMENTS
31. SE reserves the right to alter, add to, or amend any of the mentioned clauses, subject to the prior written approval by the exhibitor.
- ## GOVERNING LAW
32. All claims and disputes shall be settled in accordance with the laws of the Emirate of Dubai. The parties agree and submit to the exclusive jurisdiction of the courts of Dubai, (excluding DIFC courts).
 33. All communication should be addressed to:
SUMANSA EXHIBITIONS LLC
P.O. Box 118635
Dubai, UAE

Full Name: _____

Signature: _____

