CR190475

**9 - 11 December 2019**
Abu Dhabi National Exhibition Centre, UAE

# PARTICIPATION CONTRACT

SIAL Abu Dhabi
INSPIRE FOOD BUSINESS

**Middle East participation contact:**
IDEX LLC
Tel: +971 (0)2 444 6900 • Email: info@sialme.com
Abu Dhabi National Exhibition Centre (ADNEC)
PO Box 5546, Abu Dhabi, UAE

**International participation contact:**
Tel: +33 (0)1 76 77 13 33
Email: exhibit.sialme@sial-network.com

For organiser's use only
Date Received: .....
Client no: .....
Salesperson: .....

You are: ☐ DIRECT EXHIBITOR ☑ PAVILION ORGANISER

YOUR COMPANY

## APPLICANT

Please state the address (number, street, name, etc.) to be used, where the correspondence should be sent by registered letter or other means of delivery.

Company name: Center for International Trade Expositions and Missions (CITEM)
Address: Golden Shell Pavilion, ITC Complex, Roxas Boulevard corner Sen. Gil Puyat Avenue, Pasay City, Philippines
Post code/PO Box: 1300 Town: n.a.
State or Province: Metro Manila Country: Philippines
Phone: (632) 831 2201 loc 304 Fax: (632) 832 3965
Corporate e-mail: emmariquina@citem.com.ph Website: www.citem.gov.ph

The brand/trading name under which you want to appear in the show directory, on the floor plan and on your stand fascia board (30 latin letters including spaces)

| F | o | o | d | P | H | I | L | I | P | P | I | N | E | S | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

SIAL cannot be held liable for any mistaken, faulty or misplaced entries. Exhibitors are solely responsible for the information they provide

## INVOICING ADDRESS (If different from the applicant)

☑ Use same information as above

Company name: .....
Address: .....
Post code/PO Box: ..... Town: .....
State or Province: ..... Country: .....
Phone: ..... Fax: .....
Corporate e-mail: ..... Website: .....

## CONTACT PERSON

Attention: This person will receive all correspondence regarding your participation.

☐ Mr ☑ Mrs
First Name: Eva Marie Last Name: Mariquina
Position: Officer-in-Charge, Special Projects Division
Direct phone: (632) 831 2201 loc 243 Mobile: +63 917 853 5323
E-mail: emmariquina@citem.com.ph

## YOUR ACTIVITY

You are: ☐ Manufacturer ☐ Importer ☐ Distributor ☐ Wholesaler
☐ Press ☑ Official Body / Trade association ☐ Exporter ☐ Other .....

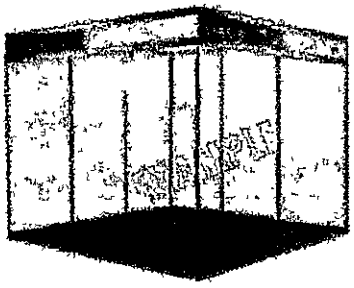
Do you currently supply to airlines/airline catering companies? ☐ YES ☑ NO

Are your products Halal Certified? ☐ YES ☑ NO

Are your products Organic Certified? ☐ YES ☑ NO

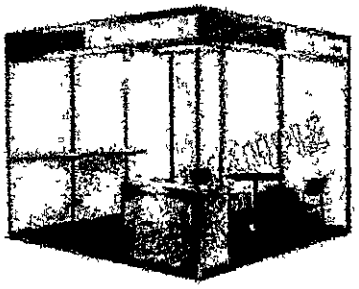
## YOUR STAND

# TERMS OF YOUR PARTICIPATION



**SHELL SCHEME STAND, 9sqm***
- Space
- Shell scheme stand with carpet
- 1 of 13Amp Socket
- 3 Spotlights
- Fascia name header

*Illustrations are not contractual



**UPGRADED SHELL SCHEME STAND, 9sqm***
- Space
- Shell scheme stand with carpet
- 1 of 13Amp Socket
- 3 Spotlights
- Fascia name header

- Furniture Package per 9sqm:
  - 1 Plain counter
  - 2 Chairs
  - 1 Table
  - 2 Flat shelves
  - 1 Waste bin

## COSTS & PAYMENT CONDITIONS

| Package | Minimum Stand Size | 2019 Rate/sqm | Quantity | Cost |
|---|---|---|---|---|
| Space Only (Electrical connection and other services should be ordered separately if only space is required) | 24sqm | US$ 502 per sqm | 90 sqm | US$ 45,180 |
| Double Decker Stand Fee (Only applies to Space Only stands) | 60sqm | US$ 6,200 | | US$ |
| For Shell Scheme Stand, select the preferred option below and add **'Space Only'** cost at the rate of **US$ 502 per sqm** to calculate total amount for your stand. | | | | Minimum stand size - 9sqm |
| Shell Scheme Stand (including walls, fascia, carpet, sign board, 3 spot lights & 13amp power socket) | 9sqm | US$ 76 per sqm | sqm | US$ |
| Upgraded Shell Scheme Stand (shell scheme stand as above with additional furniture package: table, chairs, shelves, counter) | 9sqm | US$ 114 per sqm | sqm | US$ |
| Total amount of your stand: | | | | US$ 45,180 (1) |
| Registration Fee (registration and administrative formalities, 3 badges per 9sqm, listing in the show catalogue, listing on the official show website & copy of the show catalogue.) | | US$ 340 per exh. (direct & indirect) | US$3,400 | US$ 3,400 (2) |
| Sponsorship/Marketing Tools | | | | US$ (3) |
| **Sub total (1) + (2) + (3):** | | US$ 48,580 | | |
| 5% VAT on Sub total | | US$ 2,429 | | (4) |
| **Total amount of your participation** (1+2+3+4) | | US$ 51,009 | | |
| US$ 100 per sqm upon signing the contract | | US$ | | |
| US$ 200 per sqm invoiced on 19th April 2019 | | US$ | | |
| Balance amount invoiced on 19th July 2019 and is payable within 30 days | | US$ | | |

Stand Number: ..... Stand Dimensions: ..... m x ..... m

YOUR PRODUCTS & SERVICES

**Please tick one or more of the boxes below. Only companies supplying one or more of the products listed are eligible to exhibit at SIAL Middle East.**

01 – Cured and Salted Meat
- ☐ Salt cured or dehydrated meat
- ☐ Cooked meat products
- ☐ Other cured meat products

02 – Grocery products, dried products
- ☐ Salt, pepper, spices and seasoning
- ☐ Vinegar, pickles, sauce, condiment
- ☐ Tea and herb for infusion
- ☐ Coffee and coffee substitutes
- ☐ Technical ingredients and additives
- ☐ PAI (semi-finished food products)
- ☐ Breakfast products
- ☐ Stocks and soups
- ☐ Oil, margarines and other fats
- ☐ Semolina and couscous
- ☐ Rice, pulses and grains
- ☐ Dehydrated ready-made dishes
- ☐ Dehydrated sauces
- ☐ Diet food complements
- ☐ Dehydrated Pasta
- ☐ Other grocery products.

03 – Fruits and vegetables, dried fruits
- ☐ Fresh tropical fruits and vegetables
- ☐ Frozen tropical fruits and vegetables
- ☐ Non tropical fresh fruits
- ☐ Fresh potato, starch, oleaginous
- ☐ Ready-to-eat fruits and vegetables
- ☐ Vacuum sterilized fruits and vegetables
- ☐ Canned fruits and vegetables
- ☐ Dehydrated fruits
- ☐ Other fresh fruits and vegetables

04 – Fish, Molluscs and shellfish
- ☐ Fresh fish, molluscs and shellfish
- ☐ Frozen fish, molluscs and shellfish
- ☐ Semi-preserved fish, molluscs
- ☐ Other fresh sea products

05 – Dairy Products, eggs
- ☐ Milk
- ☐ Fresh butter/margarine
- ☐ Cream
- ☐ Yoghurt, dairy based dessert
- ☐ Cheese
- ☐ Ice cream
- ☐ Eggs

06 – Confectionery, biscuits and pastry
- ☐ Sugar
- ☐ Sweetener
- ☐ Sweets, candied fruit, candied nuts
- ☐ Chocolate products
- ☐ Spread paste
- ☐ Rusks
- ☐ Bakery and pastry products
- ☐ Salted savoury biscuits
- ☐ Honey
- ☐ Sorbets
- ☐ Other products

07 – Delicatessen, ready meals
- ☐ Cold starter (Delicatessen)
- ☐ Hot starter (Delicatessen)
- ☐ Salads
- ☐ Ready-made meat dishes
- ☐ Ready-made poultry dishes
- ☐ Ready-made fish/molluscs dishes
- ☐ Ready-made vegetable dishes
- ☐ Fresh pasta (Delicatessen)
- ☐ Specialities (Delicatessen)
- ☐ Sandwiches, snacks
- ☐ Delicatessen (others)
- ☐ Fresh savoury pastries
- ☐ Other delicatessen products

08 – Meat and tripe
- ☐ Fresh meat in carcasses
- ☐ Fresh packed meat
- ☐ Fresh tripe and offal
- ☐ Frozen meat

09 – Poultry and game
- ☐ Fresh poultry meat
- ☐ Frozen poultry meat
- ☐ Fresh poultry giblets
- ☐ Fresh foie gras
- ☐ Fresh game

10 – Non-alcoholic beverages
- ☐ Fruit and vegetable juices
- ☐ Syrups and concentrates
- ☐ Fruit drinks
- ☐ Sodas, colas, tonics
- ☐ Mineral and spring waters
- ☐ Energy drinks
- ☐ Other non-alcoholic beverages

11 – Organisations, federations, institutions
- ☑ Organisations, federations, institutions
- ☐ Associations

12 – Services and trade press
- ☐ Quality, research & development
- ☐ Education and training
- ☐ Trade press

13 – Equipment, technologies and services
- ☐ Tableware, service equipment
- ☐ Kitchen appliances, equipment
- ☐ Packaging materials, machines
- ☐ Process technology
- ☐ Logistics services

14 – Horticulture
- ☐ Flowers, bulbs
- ☐ Vegetable seeds
- ☐ Fruit seeds
- ☐ Vegetable seedlings
- ☐ House plants
- ☐ Flowering pot plants
- ☐ Trees

15 – Pet foods
- ☐ Pet foods

## PAYMENT METHOD

Please tick the appropriate box and complete the required information/action:

☐ **Wire transfer (AED)**

Please send wire transfer payments only to: National Bank of Abu Dhabi - NBAD, Abu Dhabi, UAE

**Account Number:** 4021003477185013 **IBAN No:** AE510354021003477185013 **Account Name:** IDEX LLC
**Swift Code:** NBADAEAAKHF **ADNEC VAT Registration:** 100305367300003

☑ **Wire transfer (US$)**

**Account Number:** 4021003477185024 **IBAN No:** AE450354021003477185024 **Account Name:** IDEX LLC
**Swift Code:** NBADAEAAKHF **ADNEC VAT Registration:** 100305367300003

☐ **Cheque**

*Please make the cheque payable to IDEX LLC*

☐ **Credit Card**

*Please complete the following information to authorise IDEX LLC to debit your chosen credit card for US$.*

☐ Visa ☐ Mastercard ☐ Diners Club ☐ AMEX*

**Credit Card Number** ☐☐☐☐

**Expiry Date** ☐ **Name as appears on card** ☐

**Card Billing Address** ☐

*By signing below, the card holder acknowledges that he/she has read this form and agrees to be bound by all its terms and conditions.*

**Cardholder Signature** ☐ **Date** ☐

*NOTES: The exhibitor is to incur all bank charges. * If making a payment by AMEX card, IDEX LLC require a copy of the front of the credit card.*

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 definitively be bound to participate in the Show. Failing that, I must pay a sum to the Organiser as described in article 16 of the General Terms and Conditions of Participation.

**DECLARATION: I hereby request to be registered as an Exhibitor at SIAL MIDDLE EAST 2019** and declare having the due authorisations and powers necessary to enter into a contract for this registration.

**FOR EXHIBITOR:**
**Name:** CITEM Executive Director Paulina Suaco-Juan ..... MALERNA C. BUYAO ..... **Date:** .....

**FOR ORGANISER:**
**Name:** ..... OIC-Controllership Div. WITNESS ..... **Date:** .....

*Your personal data is processed by the company SIAL – SALON INTERNATIONAL DE L'ALIMENTATION -70, avenue du Général de Gaulle, 92058 Paris La Défense Cedex France in order to manage your registration and your participation in SIAL MIDDLE EAST in execution of the General Terms and Conditions of Participation and to be able to send you, in consideration of your consent and depending on your preferences news and business proposals related to the Show and/or to the other events organised by SIAL Group companies and/or our partners' business proposals. Personal data to be provided without fail are indicated as such in the form. This information is essential for our company to meet your request. Your personal data are retained for a period of 5 years if the event for which you have expressed an interest is quarterly, half-yearly or annual or for a period expiring at the end of the 3rd edition following your last expression of interest if it is a biennial or triennial event.*

*The only parties with access to your personal data, within the limit of their respective remits, are: (i) our company's internal departments in charge of managing the Show, (ii) the service providers that the company has authorized in connection with the organization and management of the Show and, depending on your preferences, COMEXPOSIUM Group and our partners.*

*You have the right to access and the right to correct data concerning you, and the right to delete, the right to oppose the processing of these data, the right to limit processing and the right to the portability of your data, which you can exercise at any time by writing, by electronic mail or post, to this address:- SIAL MIDDLE EAST at 70, avenue du Général de Gaulle, 92058 Paris La Défense Cedex France orprivacy@comexposium.com. You also have the right to make a claim to the CNIL (French data protection agency).*

*You may receive news and business proposals about the SIAL MIDDLE EAST show and SIAL Network's other events. If you do not wish to receive these, please check this box:* ☐

☑ *Please send me news and business proposals about the Comexposium Group's other events: World Wine Meetins, Vinovision, Salon du Fromage, Salon International de l'Agriculture, etc.*

☑ *Please send me news and business proposals about the partners of SIAL MIDDLE EAST and of the Comexposium Group.*

# EXHIBITION RULES & REGULATIONS



**1. ORGANISER**

The Exhibition is organised by IDEX LLC, located at the Abu Dhabi National Exhibition Centre (ADNEC), Abu Dhabi, 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 licence 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. ADMISSION**

Exhibits will be open to all exhibition registrants. The Organiser reserves the right to refuse admission to any person, including children of exhibitors and visitors, in the interest of the exhibition or the safety and welfare of exhibitors and visitors.

**7. 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.

**8. EMPLOYMENT EXHIBITS**

Exhibits for the purpose of soliciting prospective employees, or employee recruiting activity of any kind, are specifically prohibited, unless approved in writing by the Organiser.

**9. EXHIBITS & APPLIANCES**

Common sense governs the kind of exhibits permitted at the Exhibition. Attractive and informative exhibits are encouraged. Exhibit dimensions shall conform to the specific dimensions and restrictions specified in the Exhibitor Manual to be supplied by the Organiser and additional documents supplied by the Organiser from time to time. In no event, however, shall any exhibit interfere with any neighbouring exhibit. If the Organiser is of the view that there is such interference the Exhibitor shall remove or relocate such an exhibit. The Exhibitor shall not display at the exhibition any products not described in this application. Equipment, services, documentation and all other forms of visual promotion and display, exhibited or proposed and the import and export of all such equipment must comply with all applicable laws, rules and regulations (including without limitation those issued by the UN, the UAE and the UK).

**10. SOUND LEVEL**

Mechanical or Electrical devices which produce sound must be operated so as not to prove disturbing to other Exhibitors. The Organiser reserves the right to determine the acceptable sound level in all such instances and to require the removal of any such devices.

**11. STAND FITTING SERVICE**

The Organiser will appoint an Official Stand Fitting Contractor to provide stand fitting services for the Exhibition. For exhibits under the Shell Scheme, stand fitting works can be carried out by the Official Stand Fitting Contractor. For exhibits other than those under the Shell Scheme, stand fitting works can only be carried out by the Official Stand Fitting Contractor or by a Contractor appointed by the Exhibitor provided that such a contractor shall have been approved by the Organiser and shall have provided the Organiser with a security deposit (or a banker's guarantee in lieu thereof ) in an amount acceptable to the Organiser. The Exhibitor shall bear the cost of all such stand fitting works whether relating to the Shell Scheme or otherwise.

## 12. ELECTRICAL WORKS & ELECTRICAL SUPPLY

Lighting, lighting mains, power plugs, power mains and motors are available as provided in the Exhibitor Manual. 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.

## 13. 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.

## 14. EXHIBIT CLEANING

The Exhibitors must make arrangements for its exhibits to be kept presentable, clean and free from accumulated rubbish to the satisfaction of the Organiser. All material for disposal as waste must be deposited in the areas designated by the Organiser.

## 15. 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.

## 16. CANCELLATION FOR CONVENIENCE

The Exhibitor has the right to terminate this Agreement for convenience at any time on written notice to the Organiser. If the Exhibitor terminates this Agreement under this clause on or before 9 July 2019, the Exhibitor shall be liable to pay the Organiser 75% of the total area cost booked under this Agreement within 7 (seven) days of the date of its written notice to terminate. If the Exhibitor terminates this Agreement under this clause at any time after 9 July 2019, the Exhibitor shall be liable to pay the Organiser 100% of the total area cost booked under this Agreement within 7 (seven) days of the date of its written notice to terminate. Subject to the foregoing, the Exhibitor does not have any right to decrease the amount of space booked under this Agreement.

## 17. 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.

## 18. 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 unless such decorations have been treated with fire-retarding substance. All heating appliances should be mounted on fire-proof stands.

***(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 due to fire, theft, deterioration, loss or damage, by water or damage suffered during any fire-fighting operations.

(iii) The Exhibitor is responsible for all accidents that may occur to staff (including the Organiser's personnel), technicians, employees or exhibitors on duty on his own or neighbouring stands, together with any visitors on his stand or neighbouring stands, due to the use by him or anyone else delegated by him of machines, motors or other appliances or electric power.

(iv) The Exhibitor is responsible for all other damages, injuries or accidents other than those already mentioned or those that he himself may foresee, and any other damage which may result from his participation in the Exhibition, whether directly through his own fault or through the fault of a third party under the Exhibitor's instructions, and effecting the possessions, furniture or building belonging to either, the Organiser or to another party.

(v) The Organiser disclaims all responsibilities for risks as mentioned in the paragraphs above and the Exhibitor shall not be entitled to make a claim, whatever the factors causing such risks.

(vi) Exhibitors will have to obtain third party liability insurance from a local insurance company of good standing. This compulsory insurance will have to cover accidents suffered possibly by third parties in the buildings or on the grounds of the exhibition premises and that involves the liability of the Exhibitor or any of the employees.

(vii) Exhibitors will have to take out with an insurance company of good standing, an 'all risks' insurance policy covering the stand equipment and the articles exhibited by them if this equipment or these articles are their property or not.

(viii) Each Exhibitor is reminded that he is responsible for effecting insurance cover for expenses incurred due to abandonment or postponement of the Exhibition for any reason.

(ix) The insurance policies mentioned above will have to include insurer's renunciation of any recourse against the parties below, in the event of damages, or accidents:

-IDEX LLC

-Municipality of Abu Dhabi

-Executives, representatives, directors and employees of all these persons or organisations.

(x) 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.

(xi) The Exhibitor shall insure, indemnify and hold the Organiser harmless in respect of all cost, claims, demands and expenses to which the Organiser may in any way be subject as a result of any loss or injury arising to any person (including members of the delegations, visitors, public, Organiser's staff, agents or contractors) howsoever caused as a result of any act or default of the Exhibitor, his servants, agents, contractors or invitees. If the Organiser finds it necessary, the Exhibitor shall provide proof that he has adequate insurance cover. 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.

## 19. WAIVER OF SUBROGATION

The Exhibitor shall procure the company or companies which issued the insurance policy referred to in the preceding paragraph to waive their right of subrogation against the Government of the UAE, the Organiser, their respective officers, directors, employees and agents. The Exhibitor shall provide the Organiser with evidence of such waiver.

## 20. 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.

**21. PROHIBITED EXHIBITS**

Unless approved in writing by the Organiser, strictly no live military equipment, including but not limited to such items as munitions,aircraft armament, small arms ammunition and explosives, weapon systems tactical missiles, rockets, etc., shall be brought onto the Exhibition premises. Other kinds of exhibits may be prohibited by the Organiser. The details of such prohibited exhibits are contained in the Exhibitor Manual. The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approval required for the exhibits and its participation in the Exhibition shall have been obtained prior to the date of the Exhibition. No alcoholic drinks, smoking, illegal drugs or pornographic material may be used, sold or displayed.

**22. 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.

**23. TERMINATION**

The Organiser may terminate or suspend this Agreement without liability to Exhibitor immediately on giving notice to the Exhibitor if:
(i) the Exhibitor is in breach of this Agreement; or:
(ii) the Exhibitor suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts. Failure by the Exhibitor to pay any payment due to the Organiser under this Agreement by the due date for payment shall constitute a breach of this Agreement. If the Organiser terminates this Agreement in accordance with its terms on or before 9 July 2019, the Exhibitor shall be liable to pay the Organiser as a penalty 75% of the total area cost booked under this Agreement within 7 (seven) days of the date of its written notice to terminate. If the Exhibitor terminates this Agreement under this clause at any time after 9 July 2019, the Exhibitor shall be liable to pay the Organiser as a penalty 100% of the total area cost booked under this Agreement within 7 (seven) days of the date of its written notice to terminate.

**24. 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 with or without giving cause. If cause is not given, the maximum liability of the Organiser (if any) shall not exceed the return to the Exhibitor of the pro rata amount of the contract price paid by the Exhibitor based on the number of days of the Exhibition remaining at the time of ejection. If an exhibit or Exhibitor is ejected for violation of any provisions of this Agreement or for any other stated reason, no refund of all or any portion of the contract price shall be made.

**25. 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 six days after the close of the Exhibition, and in accordance with the timetable specified in the Exhibitor Manual, then the Organiser shall be at liberty to remove, sell or otherwise dispose of such property, and the net proceeds whereof will be credited to the account of the Exhibitor. The Exhibitor shall indemnify the Organiser against all costs and expenses incurred in connection with such removal, sale or disposal and any claim by a third party to any such property so sold or disposed of as aforesaid in which such third party has or claims an interest.

**26. 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, except with the prior written consent of the Organiser. The decision of the Organiser shall in all instances be final with regard to whether any proposed use of Exhibitor's exhibit space is permitted under this Agreement.

**27. ORGANISER RIGHT TO ASSIGN AND NOVATE**

The Organiser may assign and/or novate this Agreement to any acquirer of all or a material part of the Organiser's rights in the exhibition or to any entity controlled by, that controls, or is under common control with the Organiser and Exhibitor hereby agrees to all such assignments and/or novations.

**28. 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.

**29. NUISANCE**

The Exhibitor shall not do or permit or suffer to be done anything in or upon the Exhibition premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Organiser or other Exhibitors or any local regulatory authority or agency or the lessor of the Exhibition premises.

**30. 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.

**31. 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.

## 32. EXHIBITOR MANUAL AND FLOOR PLAN

Further rules and regulations pertaining to the Exhibition can be found in the Exhibitor Manual and other documents supplied by the Organiser from time to time, and on the Exhibit Floor Plan. Such rules and regulations shall, unless waived by the Organiser, be deemed to form part of this Agreement, and shall be binding on the Exhibitor. The Organiser may from time to time be entitled to change the exhibit floor plan.

## 33. NOTICES

Any notice or document requiring to be served on either of the parties in relation to the provisions of this Agreement may be served at the respective addresses of the parties specified on the participation contract. Any such notice shall be delivered by hand or fax or sent by registered post, postage prepaid, and if sent by hand shall be deemed to have been received on the date of receipt, or if sent by fax shall be deemed to have been received on the date of transmission with confirmed answer back, or if sent by registered post shall be deemed to have been received seven days after the date of posting.

## 34. FORCE MAJEURE

(a) In the event that the premises in which the Exhibition is or is to be conducted shall become, in the sole discretion of the Organiser, unfit for occupancy, or in the event the holding of the Exhibition or the performance of the Organiser of any of the provisions of this Agreement substantially or materially interfering with, by virtue of any cause or causes not within the control of the Organiser, this Agreement and/or the Exhibition (or any part thereof), may forthwith be terminated or cancelled by the Organiser, without the Organiser being liable in damages or otherwise to the Exhibitor. The Organiser shall also not be responsible for delays, damage, loss, increased costs, or other unfavourable conditions arising by virtue of cause or causes not within the control of the Organiser.
(b) If either Organiser terminates this Agreement and/or the Exhibition (or any part thereof) as aforesaid in this clause 34, then the Organiser shall not be liable to the Exhibitor other than for a prorated refund of the contract price paid by the Exhibitor on the basis of the number of exhibit days remaining. For purposes, hereof, the phrase 'cause or causes not within the control of the Organiser' shall include, but not be limited to fire, casualty, flood, epidemic, earthquake, explosion or accident, blockade, embargo, inclement weather, governmental restraints, restraints or orders of civil defence of military authorities, act of public enemy, riot or civil disturbance, strike, lockout, boycott or other labour dispute or disturbance, inability to secure sufficient labour, technical or other personnel, absence of premises required for the Exhibition, failure, impairment or lack of adequate transportation facilities, inability to obtain or condemnation, requisition or commandeering of necessary supplies or equipment, local state or other law, ordinance, rule, order, decree or regulation, whether legislative, executive or judicial, and whether constitutional or unconstitutional or Act of God. The termination of this Agreement for any reason is without prejudice to any rights or obligations which have already accrued before the date of termination and will not affect the coming into force or the continuation in force of any of its provisions which expressly or by implication are intended to come into force or to continue in force on or after termination.

## 35. GOVERNING LAW AND DISPUTE RESOLUTION

(a) This Agreement shall be governed by the laws of the UAE as applied in the Emirate of Abu Dhabi.
(b) The Parties hereby agree to submit to the exclusive jurisdiction of the courts of the Emirate of Abu Dhabi, 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).

## 36. 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), ADNEC 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, after as well as before judgment or termination of this Agreement, at the rate of twelve (12) per cent per annum.
(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) No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law by statute or otherwise.

## 37. PAYMENT TERMS

Payment of contractually due amounts shall be made as they fall due and in the following manner:
- the first instalment (deposit): shall be paid with the application form sent by post or when the Exhibitor submits its online application, by cheque or bank transfer or, when the application is submitted online, by debit card,
- the second instalment (deposit): at the date fixed by the Organiser and stated in the application form ;
- the balance shall be paid no later than fifteen (15) days after the date of issue of the balancing invoice, by cheque or bank transfer. No discounts are available for early payment or payments on account.

Registrations occurring less than thirty (30) days before the opening of the Show must be paid in full by the Exhibitor no more than eight (8) days after the date on which the corresponding invoice was sent to the Exhibitor.

That time frame will be reduced to two (2) days if the Exhibitor registers fewer than eight (8) days before the Show opens, and in all instances, payment must be received by the Organiser at least two (2) days before the Show opens.

All requests for an equipped stand submitted after registration shall be payable in full at the time of request.

All amounts should be made payable to the Organiser and must be in dirhams.

## 38. PERSONAL DATA

The Organiser processes the Exhibitor's personal data in order to manage its application to participate in the Show and its business relationship with the Organiser in accordance with these General Terms and Conditions of Participation. Said information and personal data will also be processed for security purposes in order to comply with legal and regulatory obligations, as well as to enable the Organiser to improve and personalize the services that it offers. Depending on the choices made by the Exhibitor on its application form, the Exhibitor may also receive, by any communications channel, business proposals and news on the Organiser's activities and services. The Exhibitor's personal data may be processed, on the basis of the consent (which he may withdraw at any time) in order to communicate to him business proposals and news about other Comexposium Group events and/or their partners, by any communications channel.

Only the Organiser's in-house teams and the service providers that it has authorized in connection with the organization and management of the Show will have access to the Exhibitor's personal data. If applicable, these data can be communicated to third parties, according to the Exhibitor's choice (the Organiser's partners /Comexposium Group Companies).

The Exhibitor is informed that, for the purposes of the Show's organization and management, certain service providers located in Indonesia will have knowledge of the Exhibitor's identification data. This transfer of data outside the European Union is necessary in order for the Organiser to perform its obligations under these General Terms and Conditions of Participation.

The personal data that must necessarily be provided are indicated as such on the application form and are necessary for the conclusion and performance of the contract between the Exhibitor and the Organiser. The Organiser will not be able to process the Exhibitor's requests without said data.

In accordance with the applicable regulations, the Exhibitor has a right of access, a right of rectification, a right to object to the processing of its data, a right to delete data and to limit its processing and a right regarding the portability of its data. The Exhibitor may exercise these rights at any time by writing to the company COMEXPOSIUM – SIAL MIDDLE EAST -70, avenue du Général de Gaulle, 92058 Paris La Défense Cedex France or by email at privacy@comexposium.com. Finally, the Exhibitor has the right to lodge a complaint with France's Commission nationale de l'informatique et des libertés (the "Cnil"). The Exhibitor's personal data will be kept for the duration of its commercial relationship with the Organiser and then during a period of 5 years from the date on which the Exhibitor most recently expressed an interest. The data needed to establish proof of the said relationship, the data needed to comply with these General Terms and Conditions of Participation and the data needed in order for the Organizer to comply with its legal and regulatory obligations shall be kept in accordance with provisions in force.

## Declaration by International Exhibitor / International Attendee of a Conference

To IDEX LLC (ADNEC PJSC),

In accordance with *Cabinet Decision No. (26) of 2018 on the Refund of Value Added Tax Paid on Services Provided in Exhibitions and Conferences*, I, Paulina Suaco-Juan, being the Executive Director, based in the Philippines applying to participate the (the event name to be filled by sales) from Supplier Licensed [License No. L-19-SUP-000020], hereby declare on behalf of the Center for International Trade Expositions and Missions (CITEM) that:

- CITEM does not have a place of establishment or a fixed establishment in the United Arab Emirates;
- CITEM is not a registrant or required to register for VAT in the United Arab Emirates as per registration requirements of the Federal Decree-Law No. (8) of 2017 on Value Added Tax; and
- CITEM is not planning to make any supplies of goods or services which would require it to be registered for VAT in the UAE during the exhibition / conference.

I, Paulina Suaco-Juan, declare that the information provided in this Declaration is true.

## إقرار من قبل العارض الدولي / المشارك الدولي في مؤتمر

إلى <اسم المورد>،

*بموجب قرار مجلس الوزراء رقم (26) لسنة 2018 في شأن إرجاع ضريبة القيمة المضافة المدفوعة على الخدمات المقدمة في المعارض والمؤتمرات*، أقر أنا Paulina Suaco-Juan ، بصفتي Executive Director ، ومكان تأسيسي the Philippines وطلبي منح حق شغل مساحة لغرض إقامة [اسم معرض أو مؤتمر] /منح حق دخول أو حضور أو المشاركة في [ اسم معرض أو مؤتمر] من مورد مرخص [ رقم الرخصة]، ونيابة عن Center for International Trade Expositions and Missions (CITEM) بما يأتي:

- CITEM ليس لديه مقر تأسيس أو منشأة ثابتة في الإمارات العربية المتحدة.
- CITEM ليس مسجلاً أو ملزماً بالتسجيل في الإمارات العربية المتحدة بناءً على أحكام المرسوم بقانون اتحادي رقم (8) لسنة 2017 في شأن ضريبة القيمة المضافة.
- لا يقصد CITEM توريد سلع أو خدمات مما يتطلب تسجيله لضريبة القيمة المضافة في الإمارات العربية المتحدة من خلال المعرض / المؤتمر.

أقر أنا Paulina Suaco-Juan أن جميع البيانات

المدرجة في هذا الإقرار صحيحة.

To be signed by the authorised signatory: يُوقع من قبل المخول بالتوقيع:

Name of the authorised signatory: اسم المخول بالتوقيع:

PAULINA SUACO-JUAN
Executive Director

Center for International Trade Expositions and Missions

Name of the recipient: اسم المتلقي:

Date: التاريخ:

Signature: التوقيع:

Stamp of recipient (if business) ختم متلقي الخدمات (اذا كان أعمال):

MALERNA C. BUYAO
OIC-Controllership Div.
WITNESS

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY )S.S

BEFORE ME, a Notary Public for and in the City of Pasay, on this _____day of SEP 0 6 2019 personally appeared the following:

| Name | Competent Evidence of Identity | Issued at/on |
|---|---|---|
| PAULINA SUACO-JUAN | _____ | _____ |
| COMEXPOSIUM | _____ | _____ |

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of nine (9) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

**WITNESS MY HAND AND SEAL** on the place and date first-written above.

ATTY. JOSEPHINE G. DELALA-ABADEJOS
NOTARY PUBLIC
109 PASADENA STREET, PASAY CITY, METRO MANILA, PHILIPPINES
NOTARY PUBLIC FOR PASAY CITY
UNTIL DECEMBER 31, 2019
PTR NO. 3975571 / 1-3-2019 / PASAY CITY
IBP NO. 033413 / 1-3-2019 / PASAY CITY
COMMISSION 18-02 / 1-11-2018 / PASAY CITY
ROLL NO. 50906
MCLE COMPLIANCE NO. V-00021219

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