# **EXHIBITION STAND CONTRACT**



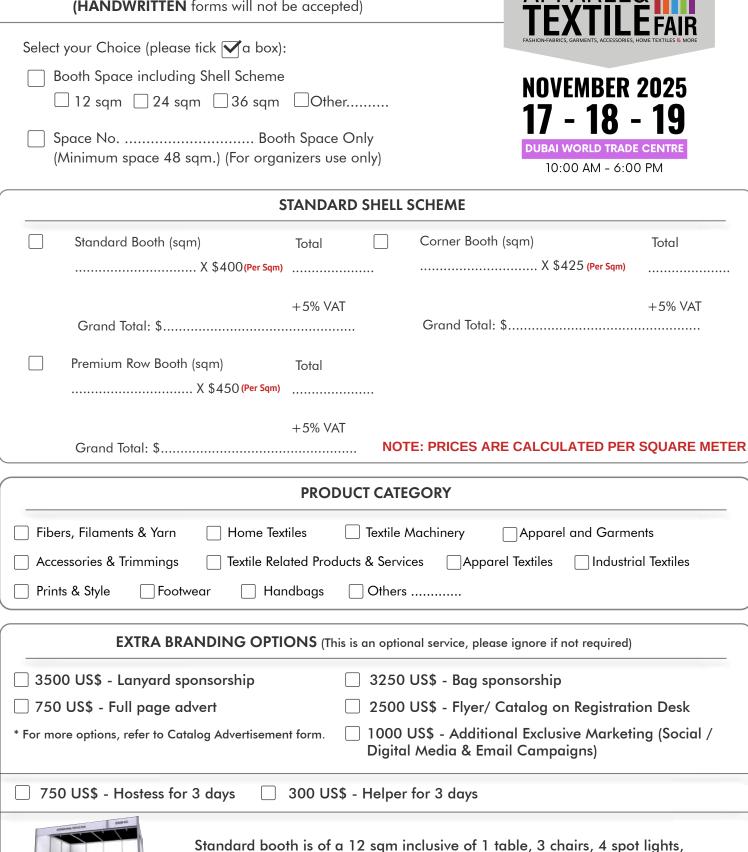
Please return this form to:

Nihalani Events Management, P.O.Box 424, Dubai, United Arab Emirates
Tel: +971 55 884 6186, Email: bhavna@internationaltextilefair.com

Website: www.internationalapparelandtextilefair.com

INTERNATIONAL

# Please type in block letters (HANDWRITTEN forms will not be accepted)



Name fascia, Catalog entry, Waste bin, Power socket, and carpet.

*The above Name shall be u	used for Fascia Name and details for Official Show Catalog Entry.
Contact Name:	Designation:
Address	P.O.Box:
City:	Country:
Tel: Mok	bile: Fax:
Email:	Website:
Visa MasterCard  Credit Card No.  CVV Code Expiry Date	BANK: MASHREQ BANK  OR IBAN NUMBER: AE420330000019101495867
Name on Card: Signature:	SWIFT CODE: BOMLAEAD
	BRANCH: SHINDAGHA CITY CENTRE BRANCH ACCOUNT TYPE: CURRENT AND SAVINGS A/C
	ACCOUNT CURRENCY: USD
	cation follows a first-come, first-served basis, with reservation

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### **TERMS & CONDITIONS**

- 1. In these Conditions, the term "Exhibitor" means the signatory of this application and includes all employees or agents of such and the term "Exhibition" means the International Textile Fair (IATF) and Nihalani Events Management (NEM).
- 2. In case of joint-venture howsoever described the Exhibitor is deemed to have obtained the consent of all the individual participants to all the conditions of this contract.
- 3. If the Exhibitor does not pay the balance of the contract price at the prescribed time, NEM reserves the right after written notice to the Exhibitor or the agents as appropriate to cancel the booking. In this event if the Exhibitor cancels the booking after the application is granted, the deposit will be forfeited. Additionally, if cancellation occurs for either reason after the prescribed date for payment of the balance of the contract price a sum in liquidated damages equivalent thereof will be payable by the client to NEM in any event.
- 4. Applications for space must contain details of the proposed exhibit 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 on the stand.
- 5. **NEM** shall have full power to determine in every respect the allocation of area and position of space and it shall be entitled for any reason which in its sole opinion is in the general interest of the Exhibition to vary the general layout or location of any particular stand even if it has already been allocated and the Exhibitor shall accept a new allotment of space in substitution of the original.
- 6. Upon the acceptance of the Exhibition Space contract, a contract shall arise between NEM and the Exhibitor in the terms of these conditions and as regards space allotted the relationship of NEM and the Exhibitor shall immediately arise and continue between NEM and the Exhibitor. In case of non payment of any sum due or any breach or non observance of any of these conditions by the Exhibitor, NEM shall have the full right to revoke this license and to re-enter upon the allotted space and may remove and exclude the Exhibitor without prejudice to recovering all monies payable hereunder, all other claims against the Exhibitor and the right to recover damages sustained by NEM.
- 7. The Exhibitor shall occupy the allotted space by 04:00 pm on the day prior to the opening to the Exhibition. In the event of a default due to any cause whatsoever the Exhibitor shall pay to **NEM** a further sum in liquidated damages equal to the total charge for the space and **NEM** shall have the right to deal with the space in any way it thinks best.
- 8. In the event of any Exhibitor committing an act of bankruptcy or if a limited company being wound up the contract with it shall be determined void and all monies already paid shall be retained by **NEM**.
- 9. The Exhibitor may not assign, sublet or grant licenses in respect of any part of the space allotted, nor may advertisements of firms who are not bonafide Exhibitors show on its stand. Only those products, services and companies mentioned on the application form may be incorporated in the stand.
- 10. Should the Exhibitor withdraw, without prejudice to the rights and remedies of **NEM** in respect of any breach of the Contract on the part of the Exhibitor, **NEM** at its discretion, may allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:
  - A. The Exhibitor must give written notice to **NEM** that he/she desires to withdraw and if **NEM** allows such withdrawal it will notify the Exhibitor of its decision in writing.
  - B. Any such notification by NEM to the Exhibitor will constitute a cancellation of the contract subject to the payment by the Exhibitor to NEM of 100% of the booth charges as consideration for release from the contract.
  - C. Upon payment of such amount to **NEM** by the Exhibitor (credit being given by **NEM** for all the rental already paid by the Exhibitor), the Contract shall be canceled. It is expressly understood and agreed that in the event of such cancellation, no refunds or reimbursements shall be processed by **NEM**, and neither party shall have any further financial claim against the other.

- 11. Exhibitors are required to settle any and all outstanding dues no later than forty-five (45) days prior to the commencement of the International Apparel and Textile Fair. Failure to remit full payment by this deadline will result in the following:
  - A. The **NEM** reserves the right, at its sole discretion, to withhold the construction of the exhibitor's booth until all dues are fully paid.
  - B. Any payments previously made by the exhibitor toward their booth shall be forfeited as liquidated damages and shall not be refundable under any circumstances.
  - C. The **NEM** further reserves the right to cancel the exhibitor's participation in the Fair due to nonpayment within the required timeframe, without any liability to the **NEM**.
    - By agreeing to these terms, exhibitors acknowledge and accept that nonpayment within the stipulated period shall constitute a breach of contract, and the **NEM**'s rights under this clause shall become effective immediately.
- 12. The Exhibitor will be totally responsible for the cost of restoring to its original condition any part of the stand or structure occupied by them, which has been altered or damaged in any way.
  - NEM shall not be responsible for the loss or damage to any property of the Client or any other person caused by theft, fire, defect in the Exhibition Hall (the Hall) storm, tempest, lighting, national emergency, civil unrest, war labour disputes, lockouts, explosions, Acts of God and general cases of "force majeure" whether or not "ejusdem generic" with the foregoing or any cause not within NEM control or for any loss or damage sustained in the event that the opening or holding of the Exhibition is pre.vented, postponed or abandoned or if the hall becomes totally or partially unavailable for the holding of the Exhibition due to any of the foregoing causes. The Exhibitor shall indemnify and hold NEM safe and harmless from all loss and damage to person or property and all claims arising out of the Exhibitor's stand fittings and for the Exhibitor's portions of the shell scheme and for any loss or damage to the basic shell scheme stand. The Exhibitor is advised to take out insurance cover for the purpose of indemnifying NEM as aforesaid and also to cover itself against all risks in respect of which NEM is expressed not to be responsible in these conditions.
- 13. In no event shall the Exhibitor have any claim for damages of any kind against NEM in respect of any loss or damage consequent upon the prevention or postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to above or otherwise the Hall becoming wholly or partially unavailable for the holding of the Exhibition for reason beyond NEM Control and NEM shall be entitled to retain all sums paid by the Exhibitor or such part thereof as NEM shall consider necessary. If in the opinion of NEM by rearrangement or postponement of the period of the Exhibition or by substitution of another hall, or building or in any other reasonable manner, the Exhibition can be carried out these conditions shall be binding upon the parties except as to size and position as to which any modification or rearrangement shall be determined by NEM.
- 14. The Exhibitor shall hold **NEM** safe and harmless from all loss or damage suffered by or arising out of any of default of any servant, agent, employee or subcontractor of the Exhibitor. **NEM** cannot accept any complaint or claim against them unless it is submitted in writing to the address given below within two weeks of the closing date of the Exhibition. Al claims and disputes shall be settled in Dubai in accordance with Dubai Laws and Customs.
- 15. Pursuant to the statutory provisions of the United Arab Emirates (UAE), it is categorically forbidden for **NEM** to disclose the database containing information about Buyers/Visitors to the International Apparel & Textile Fair. This legal prohibition is in place to safeguard the privacy and confidentiality of individuals participating in our events, and it is in full compliance with the prevailing legal framework governing data protection within the UAE. We place paramount importance on adhering to these legal stipulations to maintain the trust and security of both our exhibitors and visitors.
  - The Exhibitor expressly acknowledges the aforementioned legal restriction and hereby commits not to request, solicit, or demand **NEM** to share any database related to the exhibition. The Exhibitor understands and agrees that any such request would be contrary to the legal constraints outlined herein and may result in a breach of the contractual terms governing participation in the exhibition.
- 16. NEM reserves the right to alter, add to, or amend any of these conditions and the decision of NEM shall be final.

- 17. The Exhibitor shall not without the written consent of **NEM** display, exhibit or bring into the Hall any explosive or dangerous material or any such thing which may cause noxious fumes or which make use of or display any other material which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify **NEM** against any loss or damage arising out of a breach of this clause.
- 18. An Exhibitor Manual will be issued to the Exhibitor containing detailed instructions for the organization of the Exhibition.
- 19. All display advertising exhibits and stand arrangements shall be appropriate to the subject matter of the Exhibition in the sole opinion of **NEM** and shall be aesthetic and of a suitably high standard and shall not contravene or conflict with any local law, moral or custom and if in the opinion of **NEM** the Exhibitor is in breach of this clauess may direct the Exhibitor to rectify such breach and the Exhibitor shall immediately act accordingly.
- 20. Stand rentals may be paid in US Dollars or UAE Dirhams.
- 21. In the event of a breach of any of the conditions herein **NEM** may in all cases retain all monies paid by the Exhibitor and recover further monies from the Exhibitor as provided herein.
- 22. Should events beyond the reasonable of the Organiser and Exhibitor, including but not limited to (1) acts of God, (2) war, including armed conflict, (3) pandemics, (4) government regulation or advisory (including travel advisory warnings), (5) civil disturbance (6) terrorism or threats as substantiated by governmental warnings or advisory notices, (7) disaster, fire, earthquakes, hurricanes, pandemics etc, (8) any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the event commercially impracticable or impossible to be hosted, Force Majeure shall be taken into action. In such cases, no refunds will be paid and any monies paid will be transfered to the next fair.

#### All communications should be addressed to:

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We have read all the above terms and conditions of this form and we undertake to observe and to be bound by them

## Signature & Company Stamp: