

## EXHIBITION SPACE AGREEMENT

### TERMS AND CONDITIONS

#### 1 Interpretation

1.1 In this Contract, the following words and expressions shall have the followings:

<b>Booking Form</b>	FESPA Exhibition Organizing LLC prescribed form for booking the Space at the Exhibition.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in the United Arab Emirates, when banks are open for <u>business</u> .
<b>Cancellation Charge</b>	the applicable cancellation charge calculated in accordance with clause 12.
<b>Construction, Dismantling and Exhibition Periods</b>	each as set out in the Exhibition Manual or as otherwise designated by FESPA Exhibition Organizing LLC.
<b>Contract</b>	the contract between FESPA Exhibition Organizing LLC and the Exhibitor for the hire of the Space and supply of the Services, in accordance with the Booking Form, the Operational Requirements Schedule, these Terms and Conditions and the Exhibition Manual.
<b>Contract Date</b>	the date on which the Contract is effective pursuant to clause 2.3.

<b>Covid-19 Event</b>	<p>any of the following circumstances (whether or not foreseeable by either party as at the Contract Date):</p> <p>(i) the infectious disease known as Covid-19 (whether or not being a declared epidemic or pandemic);</p> <p>(ii) any other infectious disease or virus (bacterial or viral) which is similar to or otherwise mutates or develops from Covid-19 (whether or not being a declared epidemic or pandemic);</p> <p>(iii) any law or action or direction of any government or public authority (in any part of the world) resulting from or otherwise relating to any of the events described in paragraphs (i) and (ii) including any lockdown, restriction on movement or gatherings, social distancing, self-isolation, quarantine or shielding measure (in each case whether on a local, national or international level and whether imposed by law or stated by such government or authority to be necessary, recommended or desirable);</p> <p>(iv) any travel restriction, quarantine arrangement and/or any other measures or steps taken by any third party which prevent, hinder, delay or affect in any way (or are likely, in FESPA Exhibition Organizing LLC' reasonable opinion, to prevent, hinder, delay or affect in any way), the Exhibition including the postponement or cancellation of any flight or other mode of transport, the closure or partial closure of the Venue or its use (or part-use) for any purpose other than as an exhibition venue; the closure or part-closure of any hotel or other facility necessary or desirable for the execution of the Exhibition or its use for any purpose other than that envisaged by FESPA Exhibition Organizing LLC as at the date of booking thereof by FESPA Exhibition Organizing LLC; and</p> <p>(v) any other measure implemented, taken, imposed or recommended to reduce the risk of transmission of any of the events described in paragraphs (i) or (ii).</p>
<b>Electricity Consumption Charge</b>	any charges to be made for the electrical services available at the Venue, as stated on the Booking Form or otherwise detailed by FESPA Exhibition Organizing LLC in the Exhibition Manual.
<b>Exhibition</b>	the events stated on the Booking Form, to be held at the Venue or at such other location as FESPA Exhibition Organizing LLC designates.
<b>Exhibition Manual</b>	the document (as amended from time to time by FESPA Exhibition Organizing LLC) setting out information relevant to the Exhibition.
<b>Exhibition Marks</b>	FESPA Exhibition Organizing LLC' trademarks relating to the Exhibition, as described in the Exhibition Manual.
<b>Exhibitor</b>	the company, firm or person who has applied for and been allocated a Space at the Exhibition, as stated on the Booking Form.

<b>Exhibitor Marks</b>	the Exhibitor's logos and trademarks provided by or on behalf of the Exhibitor to FESPA Exhibition Organizing LLC from time to time.
<b>FESPA Exhibition Organizing LLC</b>	FESPA Exhibition Organizing LLC, AG 03-01, Dubai Silicon Oasis Headquarters, Dubai, United Arab Emirates.
<b>FESPA Exhibition Organizing LLC Intellectual Property</b>	any Intellectual Property that is owned or licensed by FESPA Exhibition Organizing LLC, or used by or on behalf of FESPA Exhibition Organizing LLC in connection with the Exhibition (including the Exhibition Marks), including any Intellectual Property in the Exhibitor Manual and any other materials provided or produced by FESPA Exhibition Organizing LLC in relation to the Exhibition.
<b>Force Majeure Event</b>	any circumstance not within a party's reasonable control including: (i) acts of God, flood, drought, earthquake, sandstorm, or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (viii) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (ix) interruption of failure of utility service.
<b>Insurance Schedule</b>	the contract terms which apply in respect of the Exhibitor's obligation to maintain adequate insurance for its participation in the Exhibition, as set out in clause 17 to these Terms and Conditions.

<b>Intellectual Property</b>	patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, image rights, rights in personality and similar rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Operational Requirements Schedule</b>	FESPA Exhibition Organizing LLC' operational terms relevant to the Exhibition, as set out in Schedule 1 to these Terms and Conditions.
<b>Price</b>	the price (exclusive of VAT) payable by the Exhibitor to FESPA Exhibition Organizing LLC for the Space, as stated on the Booking Form.
<b>Services</b>	the supply of the services by or on behalf of FESPA Exhibition Organizing LLC to the Exhibitor at the Exhibition, as stated on the Booking Form.
<b>Space</b>	the space at the Venue allocated by FESPA Exhibition Organizing LLC to the Exhibitor for the Exhibition pursuant to clause 4.
<b>Term</b>	the period from the Contract Date to the last day of the Dismantling Period (inclusive in both cases).
<b>VAT</b>	value added tax or any equivalent or similar tax chargeable in the UAE or elsewhere.
<b>Venue</b>	as stated on the Booking Form.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to the term **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

1.5 A reference to **writing** or **written** includes email.

## **2 Contract**

- 2.1 These Terms and Conditions apply to all contracts between FESPA Exhibition Organizing LLC and the Exhibitor relating to the Exhibition. Any variation to these Terms and Conditions shall only be binding if agreed by FESPA Exhibition Organizing LLC in writing. No terms and conditions stipulated by the Exhibitor shall apply.
- 2.2 The issue of the Booking Form by FESPA Exhibition Organizing LLC to the Exhibitor shall constitute an offer by it to the Exhibitor for the hire of the Space and supply of the Services. The Exhibitor may accept the offer by signing and returning the Booking Form to FESPA Exhibition Organizing LLC
- 2.3 The Contract shall come into effect on the date on which FESPA Exhibition Organizing LLC receives from the Exhibitor the signed Booking Form. FESPA Exhibition Organizing LLC reserves the right to cancel its offer if it does not receive the foregoing within a reasonable period following the issue date stated on the Booking Form.
- 2.4 The person signing the Contract on behalf of the Exhibitor shall be deemed to have full authority to do so and the Exhibitor shall have no right to claim against FESPA Exhibition Organizing LLC that such person did not have such authority.

## **3 Quotations, Specifications and Layout**

- 3.1 FESPA Exhibition Organizing LLC reserves the right to alter prices set out in any list at any time prior to the issue date stated on the Booking Form.
- 3.2 Whilst every effort is made to ensure that plans, specifications, layouts and drawings in FESPA Exhibition Organizing LLC' catalogues and literature are accurate, FESPA Exhibition Organizing LLC. gives no warranty to this effect and shall have no liability in respect of any inaccuracy in any such plans, specifications, layouts and drawings. FESPA Exhibition Organizing LLC reserves the right to alter such plans, specifications, layouts and drawings at any time without notice to the Exhibitor.

## **4 Allocation and occupation of Space**

- 4.1 The Exhibitor shall apply for, and FESPA Exhibition Organizing LLC shall allocate, a space for the Exhibitor at the Exhibition. As at the Contract Date, the Exhibitor has applied for and FESPA Exhibition Organizing LLC has allocated the space stated on the Booking Form. The Exhibitor acknowledges and agrees that:
- 4.1.1 to facilitate an orderly layout at the Exhibition, it shall accept such space allocated to it as stated on the Booking Form or such other space as may be reasonably allocated to it by FESPA Exhibition Organizing LLC (provided that the space otherwise allocated to it is not smaller than the space stated on the Booking Form);
- 4.1.2 the space allocated to the Exhibitor as at the Contract Date (as stated on the Booking Form) is provisional only and may be subject to change. FESPA Exhibition Organizing LLC. cannot guarantee the availability of such space or any other space preferred by the Exhibitor, and gives no warranty that the Space will be located in any particular part of the Venue;
- 4.1.3 FESPA Exhibition Organizing LLC reserves the right from time to time and without liability to

the Exhibitor, to:

- (a) alter the layout of the Exhibition floor plan or size, dimensions and/or position of any Space at any time and/or re-allocate the Space to a third party, provided that the Space continues to be substantially similar to that originally allocated to the Exhibitor);
- (b) alter the size and dimensions of the Exhibition halls at the Venue, transfer or close entrances and/or exits to the Exhibition halls and/or undertake such other alterations to the Exhibition halls as it deems necessary or desirable;

4.1.4 any reference to "Space" in the Contract is a reference to the space actually allocated by FESPA Exhibition Organizing LLC to the Exhibitor at the Exhibition; and

4.1.5 grants to the Exhibitor a right for the Exhibition Period (and any Construction and Dismantling Periods) to enter and occupy the Space for the purpose of exhibiting at the Exhibition in accordance with the Contract. The Exhibitor acknowledges that it has such right as a licensee only and no relationship of a landlord and tenant is created between FESPA Exhibition Organizing LLC and the Exhibitor by this Contract. Notwithstanding the foregoing, the Exhibitor shall comply with the same conditions of tenancy as are accepted by FESPA Exhibition Organizing LLC in its agreement for hire of the Venue.

4.2 FESPA Exhibition Organizing LLC shall (subject to the Venue owner's rights, any Covid-19 Event and any Force Majeure Event) ensure that the Exhibition is open to visitors for the Exhibition Period. The Exhibitor shall:

4.2.1 take possession of the Space on the first day of the Construction Period;

4.2.2 at all times during the Exhibition Period, occupy the Space and without limiting the foregoing, have its exhibits on display in the Space and ensure that the Space is in good order, adequately attended and not covered up; and

4.2.3 comply at all times with clause 13 (including the Operational Requirements Schedule and the Exhibition Manual).

4.3 If the Exhibitor notifies FESPA Exhibition Organizing LLC in writing at any time prior to the first day of the Exhibition Period of its intention not to take possession of or use the Space, or if it fails to comply with clause 4.2, it will be deemed to have cancelled the Contract and the provisions of clause 12 will apply.

4.4 Without limiting clause 21.2, the Exhibitor may not assign, sub-let or grant licences in respect of the whole or any part of the Space.

## **5 Suitability of Exhibition and Space**

5.1 The Exhibitor shall satisfy itself as to the suitability of the Exhibition and the Space.

5.2 FESPA Exhibition Organizing LLC gives no warranty:

5.2.1 that any other exhibitor will attend the Exhibition or be located in any particular part of the Venue;

- 5.2.2 as to the number of other exhibitors or visitors who may participate in or attend the Exhibition at any particular time; and/or
- 5.2.3 that the Exhibition will meet the Exhibitor's objectives, whether or not made known to FESPA Exhibition Organizing LLC prior to the date of the Contract.

**6 Changes to the Exhibition by FESPA Exhibition Organizing LLC.**

- 6.1 FESPA Exhibition Organizing LLC reserves the right to alter the advertised content, timing (including any of the Construction, Dismantling and/or Exhibition Periods) and/or name of the Exhibition (or any event included in it) at any time without liability to the Exhibitor, provided always that the Exhibition, as altered, is substantially similar to the Exhibition originally advertised, and that FESPA Exhibition Organizing LLC provides the Exhibitor with notice of any such alterations as soon as reasonably practicable.
- 6.2 FESPA Exhibition Organizing LLC is entitled forthwith upon written notice to the Exhibitor at any time and from time to time, to postpone and/or re-site the Exhibition at an alternative venue (whether or not such venue is in the same country as the Venue):
  - 6.2.1 if FESPA Exhibition Organizing LLC is prevented, hindered or delayed in or from performing any of its obligations under the Contract or otherwise in its organisation and/or execution of the Exhibition, by a Covid-19 Event or a Force Majeure Event;
  - 6.2.2 if FESPA Exhibition Organizing LLC considers there will be (or is likely to be) insufficient exhibitor and/or visitor participation in, or support for, the Exhibition;
  - 6.2.3 if FESPA Exhibition Organizing LLC ceases to have the right to hold the Exhibition; or
  - 6.2.4 without limiting clause 6.2.3, in the event of termination (for any reason) of FESPA Exhibition Organizing LLC' contract for hire of the Venue or any changes in the terms thereof which may, in FESPA Exhibition Organizing LLC reasonable opinion, affect its ability to hold the Exhibition.
- 6.3 If FESPA Exhibition Organizing LLC postpones and/or re-sites the Exhibition pursuant to clause 6.2:
  - 6.3.1 the Contract for the Space and Services shall continue to be binding upon all parties save that the same shall be deemed to be varied so as to allow for any necessary change in venue, dates or period of the Exhibition, stand size, location or otherwise;
  - 6.3.2 subject to clause 6.3.3, FESPA Exhibition Organizing LLC shall not be liable to refund any amount paid to it by the Exhibitor;
  - 6.3.3 only in the event that FESPA Exhibition Organizing LLC re-sites the Exhibition at an alternative venue pursuant to clause 6.2, FESPA Exhibition Organizing LLC shall, as soon as reasonably practicable, refund to the Exhibitor the Electricity Consumption Charge;
  - 6.3.4 the Exhibitor shall remain liable to pay to FESPA Exhibition Organizing LLC all outstanding amounts in respect of the Exhibition; and
  - 6.3.5 FESPA Exhibition Organizing LLC shall have no liability to the Exhibitor in respect of such

postponement and/or re-siting (including for any costs incurred by or on behalf of the Exhibitor in respect of flights, accommodation, marketing, and/or services to be supplied to it by the Venue or any other third party).

6.4 FESPA Exhibition Organizing LLC is entitled forthwith upon written notice to the Exhibitor at any time and from time to time, to postpone and/or re-site the Exhibition at an alternative venue (whether or not such venue is in the same country as the Venue) for any reason other than those stated in clause 6.2. If the Exhibitor is:

6.4.1 willing to be re-sited to the new venue or to participate on a different date, then the provisions of clause 6.3 shall apply; and

6.4.2 unwilling to be re-sited to the new venue or to participate on a different date, it must notify FESPA Exhibition Organizing LLC, then the Contract for the Space and the Services shall be deemed to be a cancellation of the Contract by FESPA Exhibition Organizing LLC and the provisions of clause 12 will apply. FESPA Exhibition Organizing LLC shall have no liability to the Exhibitor in respect of such postponement and/or re-siting (including for any costs incurred by or on behalf of the Exhibitor in respect of flights, accommodation, marketing, and/or services to be supplied to it by the Venue or any other third party).

## **7 Supply of services**

7.1 FESPA Exhibition Organizing LLC shall, in consideration for the payment of the applicable Service Charge's, supply the Services to the Exhibitor during the Term, subject to any specific timings agreed in writing by the parties before the start of the Exhibition Period.

7.2 In supplying the Services, FESPA Exhibition Organizing LLC shall:

7.2.1 perform the Services with reasonable care and skill; and

7.2.2 comply with all applicable laws, statutes, and regulations from time to time in force.

7.3 FESPA Exhibition Organizing LLC has the exclusive right to provide the Services at the Exhibition.

7.4 The Exhibitor acknowledges and agrees that notwithstanding the payment of the Electricity Consumption Charge to FESPA Exhibition Organizing LLC:

7.4.1 any services other than the Services are supplied to it directly by third parties listed in the Exhibitor's Manual, including the Venue; and

7.4.2 as such supply is not within FESPA Exhibition Organizing LLC' control, it shall not incur any liability to the Exhibitor for any loss or damage it may incur if any such services wholly or partially fail or cease to be available, nor shall the Exhibitor be entitled to any full or partial refund of the Price or any other sums due or paid under the Contract.

7.5 The Exhibitor acknowledges and agrees that FESPA Exhibition Organizing LLC and the owners and/or managers of the Venue (or of interests therein) and those authorised by them respectively have the right to enter the Venue at any time to execute works, repairs and alterations and for other purposes, and that FESPA Exhibition Organizing LLC will not be liable to the Exhibitor for damage, loss or inconvenience which may result.

## **8 Price and Payment**

8.1 The Exhibitor shall pay to FESPA Exhibition Organizing LLC:

8.1.1 the Price in the following instalments:

- (a) 30% Deposit upon signing contract
- (b) 2<sup>nd</sup> Instalment of 40% due on 25<sup>th</sup> September 2025
- (c) 30% Final instalment due on 25<sup>th</sup> November 2025

in each case, as stated on the Booking Form, and in each case provided that if the Contract Date is less than 2 (two) months before the first day of the Construction Period, then all sums shall be payable on the Contract Date.

8.2 The Exhibitor shall pay to FESPA Exhibition Organizing LLC. any other charges which may become due hereunder (including any Electricity Consumption Charge) within 14 (fourteen) days of the invoice date therefor.

8.3 All amounts payable by the Exhibitor exclude amounts in respect of VAT, which the Exhibitor shall additionally be liable to pay to FESPA Exhibition Organizing LLC. at the prevailing rate (if applicable).

8.4 If the Exhibitor fails to make any payment due to FESPA Exhibition Organizing LLC. under the Contract by the due date for payment, then without limiting FESPA Exhibition Organizing LLC' remedies under clause 11.1:

8.4.1 the provisions of clause 14 shall apply; and

8.4.2 the Exhibitor shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Central Bank of UAE's base rate from time to time, but at 4% a year for any period when that base rate is below 0%

8.5 All amounts due under the Contract shall be paid by the Exhibitor in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9 Reduction of Space by Exhibitor**

9.1 The Exhibitor may, by notice in writing to FESPA Exhibition Organizing LLC, request a reduction in the size of the Space. Any reduction in the size of the Space agreed by FESPA Exhibition Organizing LLC shall be treated as a pro-rated cancellation by the Exhibitor, and the provisions of clauses 12.1 and 12.4 shall apply *mutatis mutandis*.

9.2 The Exhibitor may, by notice in writing to FESPA Exhibition Organizing LLC, request an increase in the size of the Space. In such event, the Contract for the Space and Services shall continue to be binding upon all parties save that the same shall be deemed to be varied so as to allow for any necessary change in stand size, location, price or otherwise.

## **10 Cancellation of Space by Exhibitor**

10.1 The Exhibitor may cancel the Contract with immediate effect by giving FESPA Exhibition Organizing LLC

notice in writing.

- 10.2 If the Exhibitor cancels the Contract in accordance with clause 10.1, or there is otherwise deemed to be a cancellation by the Exhibitor pursuant to clause 4.3, the provisions of clause 12 shall apply.

## **11 Cancellation of Space by FESPA Exhibition Organizing LLC.**

- 11.1 Without prejudice to any other right or remedy available to it, FESPA Exhibition Organizing LLC may cancel the Contract with immediate effect by giving the Exhibitor notice in writing if:
- 11.1.1 the Exhibitor fails to pay any amount due under the Contract on the due date for payment (whether demanded or not);
  - 11.1.2 the Exhibitor commits a material breach of any term of the Contract (including any provision contained in the Operational Requirements Schedule and/or the Exhibition Manual);
  - 11.1.3 the Exhibitor takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 11.1.4 the Exhibitor's financial position deteriorates to such an extent that in FESPA Exhibition Organizing LLC's opinion the Exhibitor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
  - 11.1.5 the Exhibitor is unable to perform its obligations in connection with the Contract pursuant to clause ,

and in the event of such cancellation, the provisions of clause 12.2 shall apply.

- 11.2 FESPA Exhibition Organizing LLC may cancel the Contract with immediate effect by giving the Exhibitor notice in writing if:
- 11.2.1 FESPA Exhibition Organizing LLC is prevented, hindered or delayed in or from performing any of its obligations under the Contract or in its organisation or execution of the Exhibition, by a Covid-19 Event or a Force Majeure Event;
  - 11.2.2 FESPA Exhibition Organizing LLC considers there will be (or is likely to be) insufficient exhibitor and/or visitor participation in, or support for, the Exhibition;
  - 11.2.3 FESPA Exhibition Organizing LLC ceases to have the right to hold the Exhibition; or
  - 11.2.4 without limitation to clause 11.2.3, in the event of termination (for any reason) of FESPA Exhibition Organizing LLC's contract for hire of the Venue or any changes in the terms thereof which may, in its opinion, affect its ability to hold the Exhibition,

and in the event of such cancellation, the provisions of clause 12.2 shall apply.

- 11.3 FESPA Exhibition Organizing LLC may cancel the Contract on reasonable prior notice in writing to the

Exhibitor, and in the event of such cancellation, the provisions of clause 12.3 shall apply.

## 12 Consequences of Cancellation

**Exhibitors' attention is particularly drawn to the provisions of this clause.**

- 12.1 If the Contract is cancelled by the Exhibitor pursuant to clause 10.1 or in the event that FESPA Exhibition Organizing LLC is entitled to accept the Exhibitor's actions as cancellation pursuant to clause 4.3, the Exhibitor shall pay to FESPA Exhibition Organizing LLC a cancellation charge within 10 (ten) Business Days of the date of cancellation. Such cancellation charge shall be calculated as follows:

<b>Cancellation effective</b>	<b>Cancellation Charge</b>
More than 9 months prior to the first day of the Construction Period.	25% of the Price
More than 6 months and less than 9 months prior to the first day of the Construction Period.	50% of the Price
More than 3 months and less than 6 months prior to the first day of the Construction Period.	75% of the Price
Less than 3 months prior to the first day of the Construction Period.	100% of the Price

- 12.2 If the Contract is cancelled by FESPA Exhibition Organizing LLC pursuant to clauses 11.1 or 11.2, the Exhibitor shall pay to FESPA Exhibition Organizing LLC a cancellation charge within 10 (ten) Business Days of the date of cancellation. Such cancellation charge shall be the sum equal to 20% of the Price, whatever the date on which cancellation is effective.
- 12.3 If the Contract is cancelled by FESPA Exhibition Organizing LLC pursuant to clause 11.3 or in the event that the Contract is deemed to have been cancelled by FESPA Exhibition pursuant to clause 6.4.2, the Exhibitor shall pay to FESPA Exhibition Organizing LLC a cancellation charge within 10 (ten) Business Days of the date of cancellation.
- 12.4 On cancellation of the Contract for whatever reason:
- 12.4.1 the parties acknowledge and agree that quantifying FESPA Exhibition Organizing LLC's losses arising from cancellation is inherently difficult, as FESPA Exhibition Organizing LLC shall incur expenses, allocate resources and take other actions in connection with the tasks necessary to facilitate and manage the Exhibition and supply the Services. The parties further agree that the Cancellation Charge is not a penalty, but rather a genuine and reasonable estimate of the loss which FESPA Exhibition Organizing LLC would incur upon any such cancellation, based upon the parties' experience in the event industry and the nature of the losses that may result from such cancellation;
- 12.4.2 FESPA Exhibition Organizing LLC will deduct from the Cancellation Charge any sums received from the Exhibitor as at the date of cancellation, and in the event that such sums are greater than the Cancellation Charge, FESPA Exhibition Organizing LLC shall refund the difference to the Exhibitor as soon as reasonably practicable after the date of cancellation;
- 12.4.3 the Exhibitor shall have no further liability to pay to FESPA Exhibition Organizing LLC any amounts outstanding in respect of the Exhibition;

- 12.4.4 FESPA Exhibition Organizing LLC shall be entitled (but not obliged) to offer the Space to another exhibitor or use it in any other manner. Notwithstanding that FESPA Exhibition Organizing LLC may resell or reallocate the cancelled Space after payment of the Cancellation Charge, FESPA Exhibition Organizing LLC shall be under no obligation to reimburse all or any part of the Cancellation Charge; and
- 12.4.5 FESPA Exhibition Organizing LLC shall have no liability to the Exhibitor in respect of such cancellation (for whatever reason) (including for any costs incurred by or on behalf of the Exhibitor in respect of flights, accommodation, marketing, and/or services to be supplied to it by the Venue or any other third party).
- 12.5 On completion or cancellation of the Contract for whatever reason:
  - 12.5.1 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
  - 12.5.2 completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

### **13 Conduct**

- 13.1 FESPA Exhibition Organizing LLC will from time to time make available a copy of the Exhibition Manual to the Exhibitor.
- 13.2 The Exhibitor warrants that it shall (and shall ensure that its employees, contractors, agents and representatives shall) at all times during the Term:
  - 13.2.1 comply with the Operational Requirements Schedule;
  - 13.2.2 comply with the Exhibition Manual;
  - 13.2.3 comply with all applicable laws, rules and regulations (including those relating to health and safety);
  - 13.2.4 comply with all rules imposed at or by the Venue from time to time, including those relating to security and health and safety; and
  - 13.2.5 not cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue.
- 13.3 The Exhibitor agrees and undertakes (on behalf of itself and its employees, contractors, agents and representatives):
  - 13.3.1 not to use the Space other than for the Exhibition;
  - 13.3.2 not to do or permit to be done anything at the Space which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to FESPA Exhibition Organizing LLC or to any other exhibitors or visitors to the Exhibition, or

- to the Venue (or its owners, managers, licensees, occupiers or visitors);
- 13.3.3 to comply (and procure that its employees, contractors, agents and representatives comply) with the terms of this Contract and any instructions or notices issued by or on behalf of FESPA Exhibition Organizing LLC and/or the Venue; and
- 13.3.4 to ensure that its employees, contractors, agents and representatives behave in a responsible and safe manner at the Exhibition, and FESPA Exhibition Organizing LLC reserves the right to remove or request that the Exhibitor removes any such individuals who do not do so from the Exhibition and the Venue.

## **14 Withdrawal of Space**

- 14.1 FESPA Exhibition Organizing LLC reserves the right to withdraw the right granted to the Exhibitor pursuant to clause 4.1.5 to use the Space during the Exhibition if:
  - 14.1.1 any sum due from the Exhibitor is not received in full by way of cleared funds when it becomes due (whether or not demanded); or
  - 14.1.2 the Exhibitor breaches any term of the Contract (including clause 13 and any provision of the Operational Requirements Schedule and/or the Exhibition Manual).
- 14.2 If FESPA Exhibition Organizing LLC withdraws the Exhibitor's rights pursuant to clause 14.1, it may, without prejudice to clause 11:
  - 14.2.1 re-enter the Space, exclude the Exhibitor and remove the Exhibitor's items from the Space (at the Exhibitor's risk); and/or
  - 14.2.2 re-allocate the Space to another exhibitor (but it is not obliged to do so),

and the Exhibitor shall be liable to FESPA Exhibition Organizing LLC in respect of any storage costs incurred by it as a result.

- 14.3 Without limitation to clause 14.1 and without prejudice to clause 11, the Exhibitor shall not be entitled to participate in the Exhibition if any sum due from the Exhibitor is outstanding as at the first day of the Construction Period.

## **15 Exhibitor's indemnity**

- 15.1 The Exhibitor shall indemnify FESPA Exhibition Organizing LLC in respect of all or any liability, costs, expenses or losses (including any direct, indirect and consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury or death of any person and loss of opportunity to deploy resources elsewhere) incurred or sustained by FESPA Exhibition Organizing LLC and its employees and agents arising directly or indirectly from:
  - 15.1.1 the Exhibitor's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract;
  - 15.1.2 any claims by third parties for libel, defamation and privacy laws arising from the acts or omissions of the Exhibitor in connection with the Exhibition or in any way related to the Exhibitor's participation in the Exhibition;

- 15.1.3 (without limiting clause 15.1.2), the exhibition and/or advertising by the Exhibitor of any goods or services at the Exhibition; and
- 15.1.4 any claim or penalty made against or imposed on the Organiser (including by any enforcement agency or other authority with jurisdiction) for death, personal injury or damage to property in connection with any unsafe or defective stands, exhibits, equipment or materials of the Exhibitor or the Exhibitor's failure to comply with any applicable laws, rules and regulations.
- 15.2 For the purpose of this clause 15, references to an Exhibitor's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract include any such fraud, negligence failure to perform or delay in performance by the Exhibitor's employees, agents and contractors.
- 15.3 Any indemnity given by the Exhibitor pursuant to the Operational Requirements Schedule is given without prejudice to the generality of clause 15.1.

## **16 Liability**

### **Exhibitors' attention is particularly drawn to the provisions of this clause.**

- 16.1 The restrictions on liability in this clause 16 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 16.2 Other than as expressly stated in the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 16.3 Nothing in the Contract limits FESPA Exhibition Organizing LLC' liability for anything which cannot legally be limited, including liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation.
- 16.4 Subject to clauses 16.2 and 16.3, FESPA Exhibition Organizing LLC shall not be liable for:
  - 16.4.1 the death of, or injury to, the Exhibitor or of or to the Exhibitor's employees, contractors or any other guests or invitees to the Venue; or
  - 16.4.2 damage to or theft of any property or equipment of the Exhibitor or that of the Exhibitor's employees, contractors or other guests or invitees to the Venue, except to the extent that such damage or theft arises from the negligence of FESPA Exhibition Organizing LLC.
- 16.5 Subject to clauses 16.2 and 16.3, FESPA Exhibition Organizing LLC shall not be liable for:
  - 16.5.1 loss of profits;
  - 16.5.2 loss of sales or business;
  - 16.5.3 loss of agreements or contracts;
  - 16.5.4 loss of anticipated savings;
  - 16.5.5 loss of use or corruption of software, data or information;

- 16.5.6 loss of or damage to goodwill; and
- 16.5.7 indirect or consequential loss.
- 16.6 Subject to clauses 16.2, 16.3, 16.4 and 16.5, FESPA Exhibition Organizing LLC' total liability to the Exhibitor in connection with the performance or contemplated performance of the Contract and/or the Exhibition shall be limited to 2 million USD (two million USD).

## **17 Insurance**

It is a condition of the Contract that the Exhibitor arranges adequate insurance to protect itself and others attending the Exhibition in accordance with the requirements of Dubai World Trade Centre (DWTC)/ Dubai Exhibition Centre (DEC). The minimum limit of Public Liability expected is AED10 million each occurrence.

## **18 Data protection**

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, according to the UAE Federal Data Protection Law/ PDPL: UAE Federal decree – Law no. 45 of 2021.

## **19 Intellectual Property**

- 19.1 FESPA Exhibition Organizing LLC grants to the Exhibitor for the Term a worldwide, non-transferable, non-exclusive, royalty free licence to use the Exhibition Marks solely to promote its attendance at the Exhibition.
- 19.2 The Exhibitor grants to FESPA Exhibition Organizing LLC a worldwide, perpetual, non-exclusive, royalty free, sub-licensable licence to use (and to allow any member of its group to use):
  - 19.2.1 the Exhibitor Marks on or in relation to the Exhibition, FESPA Exhibition Organizing LLC' website (or the website of any of its group) and any marketing and publicity materials published by it or any of its group or on its or their behalf; and
  - 19.2.2 any other materials and information provided to FESPA Exhibition Organizing LLC by or on behalf of the Exhibitor, for inclusion in the exhibitor marketing package relating to the Exhibition.
- 19.3 The Exhibitor acknowledges that all FESPA Exhibition Organizing LLC Intellectual Property shall vest in and be owned absolutely by FESPA Exhibition Organizing LLC.
- 19.4 Subject to clause 19.1, the Exhibitor shall:
  - 19.4.1 not use in any way any FESPA Exhibition Organizing LLC Intellectual Property without FESPA Exhibition Organizing LLC' prior written consent;
  - 19.4.2 not infringe, cause or permit any third party to infringe the FESPA Exhibition Organizing LLC Intellectual Property; and
  - 19.4.3 notify FESPA Exhibition Organizing LLC in writing forthwith of any infringement or suspected infringement of the FESPA Exhibition Organizing LLC Intellectual Property.

- 19.5 The Exhibitor shall not bring into the Venue, nor display or show any materials or items (including any property, machinery or parts thereof) at the Exhibition which infringe the Intellectual Property of any third party.
- 19.6 The Exhibitor warrants that:
- 19.6.1 it is the unencumbered sole beneficial owner of (or has the right to use) all Intellectual Property in its stand, exhibits, equipment and all materials to be exhibited or used in the Space (including in all promotional materials) and in all visual and audio material it uses in the Space; and
- 19.6.2 all such Intellectual Property has (where legally able) been registered and does not infringe the Intellectual Property of any third party.
- 19.7 The Exhibitor shall indemnify FESPA Exhibition Organizing LLC, its employees and agents, in respect of all or any liability, costs, expenses or losses (including any direct, indirect and consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury or death of any person and loss of opportunity to deploy resources elsewhere) incurred or sustained by FESPA Exhibition Organizing LLC arising directly or indirectly from any breach of its warranties given in clause 19.6.

## 20 Force Majeure

- 20.1 Provided it has complied with clause 20.2, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 20.2 The Affected Party shall:
- 20.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 20.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 20.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 (four) weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving 4 (four) weeks' written notice to the Affected Party.

## 21 General

- 21.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## 21.2 **Assignment and other dealings**

- 21.2.1 The Exhibitor shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without FESPA Exhibition Organizing LLC' prior written consent.
- 21.2.2 FESPA Exhibition Organizing LLC may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

## 21.3 **Confidentiality**

- 21.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 21.3.
- 21.3.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 21.3; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 21.3.3 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 21.4 **Entire agreement**

- 21.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.4.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

21.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 21.6 **Waiver**

- 21.6.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

- 21.6.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 21.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 21.7 shall not affect the validity and enforceability of the rest of the Contract.
- 21.8 **Notices**
- 21.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
  - (b) sent by email to the address specified in the Booking Form.
- 21.8.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
  - (c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause , business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.8.3 This clause 21.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 21.9 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 21.10 **Governing law.** The Contract and the Terms and Conditions of the Exhibition Space Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by, and construed in accordance with the federal laws of the United Arab Emirates.
- 21.11 **Jurisdiction.** Each party irrevocably agrees that the courts of UAE shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter and the Terms and Conditions of the Exhibition Space Agreement.

## SCHEDULE 1

### Operational Requirements Schedule

#### 22 Additional Definitions

- 22.1 For the purposes of this Schedule 1, the following definitions shall apply:
- 22.1.1 **Authority** means any national or local health and safety, fire or other authority having jurisdiction at any time over the Venue, Stand or Exhibition;
  - 22.1.2 **Exhibit** means any material which the Exhibitor exhibits at the Stand;
  - 22.1.3 **Landlord** means the owner and/or manager of the Venue from time to time, and its or their employees, agents and representatives;
  - 22.1.4 **Losses** means all or any liability, costs, expenses or losses (including any direct, indirect and consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury or death of any person and loss of opportunity to deploy resources elsewhere) incurred or sustained by FESPA Exhibition Organizing LLC, its employees and agents;
  - 22.1.5 **Opening Hours** means the opening hours of the Exhibition as stated in the Exhibition Manual or otherwise designated by FESPA Exhibition Organizing LLC; and
  - 22.1.6 **Stand** means the stand erected or to be erected by or on behalf of the Exhibitor in the Space.

#### 23 Construction and Decoration of the Stand

- 23.1 Subject to paragraphs 2.2 and 2.3 of this Schedule 1, the Exhibitor shall:
- 23.1.1 be permitted to erect and decorate the Stand within the period stipulated by FESPA Exhibition Organizing LLC and as set out in the Exhibition Manual;
  - 23.1.2 ensure that the Stand adheres at all times in all material respects to any specifications set out in the Contract or otherwise designated by FESPA Exhibition Organizing LLC or the Venue from time to time;
  - 23.1.3 obtain the prior written consent of FESPA Exhibition Organizing LLC before entering the Venue to erect or decorate the Stand.
- 23.2 The parties agree that the Stand must have a standard shell scheme provided by FESPA Exhibition Organizing LLC or an alternative scheme acceptable to FESPA Exhibition Organizing LLC.. Where such alternative scheme is chosen by the Exhibitor, it must first obtain the written consent of FESPA Exhibition Organizing LLC. before constructing the scheme.
- 23.3 The Exhibitor covenants that:
- 23.3.1 in constructing and decorating the Stand it shall abide by the provisions and restrictions detailed in the Exhibition Manual and any applicable laws, rules and regulations which relate or apply to the construction or decoration of Stands at Exhibitions;

- 23.3.2 it shall not install its Exhibit in such a manner as, in the opinion of FESPA Exhibition Organizing LLC, obstructs the light or impedes the view along the open spaces or gangways in the Venue; and
- 23.3.3 it shall, before constructing the Stand, inform FESPA Exhibition Organizing LLC of the types and models of machines that will be exhibited including details of the size, weight, details of the vehicles that will be used to transport the machines, the weight of the vehicle the axel load and any other information that FESPA Exhibition Organizing LLC shall request.
- 23.4 The Exhibitor acknowledges that compliance with all applicable laws, rules and regulations relating to the Exhibition is paramount and shall allow FESPA Exhibition Organizing LLC, any appointed representatives of it, the Landlord and/or any Authority (together **Inspectors**) to inspect the Stand and the Exhibits at any time from the date they are installed until the Closing Date to ascertain that they comply with all such applicable laws, rules and regulations. For the avoidance of doubt, there shall be no limit as to the number of inspections that can be made by any Inspector. The Exhibitor also agrees (at its own cost) to make such amendments at the direction of FESPA Exhibition Organizing LLC, or allow any Inspector, to make such amendments to the Stand or Exhibits as may be necessary to comply with such applicable laws, rules and regulations or other requirements of any Inspector.

## **24 Conduct of the Exhibitor**

- 24.1 The Exhibitor shall ensure that during the Opening Hours the Stand is open to view and staffed by competent representatives. In the event the Exhibitor fails to open the Stand or uncover the Exhibits, FESPA Exhibition Organizing LLC may do so or may arrange for the Stand and Exhibits to be removed and/or for the Stand and/or Space to be made safe and dressed in order to aesthetically improve the appearance of the empty Stand and/or Space, and the Exhibitor shall be liable for any charges that may be incurred by FESPA Exhibition Organizing LLC in respect of the foregoing. FESPA Exhibition Organizing LLC will not be liable for any damages or losses, which may arise directly or indirectly, irrespective of their nature, sustained by the Exhibitor, as a result of this action and the Exhibitor shall remain liable for payment of the Price under the Contract.
- 24.2 The Exhibitor, shall and shall ensure that all persons including any of its employees, agent or contractors or others who may be considered under the control of the Exhibitor in any way whatsoever (**Representatives**), shall, conduct himself or themselves in such a manner as shall not be objectionable to any other exhibitor or visitor, the Venue or FESPA Exhibition Organizing LLC. In the event of breach of this provision, FESPA Exhibition Organizing LLC shall be entitled, at its discretion to remove the Exhibitor from the Venue and refuse re-admission during the Exhibition Period. In such event, FESPA Exhibition Organizing LLC will not be liable for any damages or losses which may arise directly or indirectly irrespective of their nature, sustained by the Exhibitor.
- 24.3 The Exhibitor shall conduct its business only from the Stand and shall not canvass amongst other exhibitors or visitors to the Exhibition. All efforts of the Exhibitor to advertise, promote sales and operate Exhibits must be conducted so as not to cause annoyance or inconvenience to other exhibitors and visitors, the Venue and/or FESPA Exhibition Organizing LLC.
- 24.4 The Exhibitor shall not, without the prior written consent of FESPA Exhibition Organizing LLC, at any time during the Construction, Exhibition and/or Dismantling Periods:

- 24.4.1 make any announcements (in person or by any sound process) above the ordinary speaking tone of voice;
  - 24.4.2 display any audio-visual equipment or use any amplifiers (**Devices**); or
  - 24.4.3 offer for sale, give away, advertise or otherwise promote from the Stand or within the Exhibition any journal, magazine, book or periodical
- 24.5 In relation to paragraph 3.4.2 of this Schedule 1, where consent is given by FESPA Exhibition Organizing LLC to display or use any Device and any seating arrangements made to view or hear such Device, the Exhibitor shall comply with the requirements of the Landlord, any applicable laws, rules and regulations, and the Exhibition Manual. It is further agreed that such Devices will be subject to a final inspection on site by either FESPA Exhibition Organizing LLC or the Landlord to agree on noise levels, before they are used.
- 24.6 In the event that, due to the actions of the Exhibitor, representations or demonstrations arise which cause obstruction within the gangway and/or excess noise or nuisance to any other exhibitor, FESPA Exhibition Organizing LLC reserves the right (with no liability to the Exhibitor) to cancel the presentation or demonstration or restrict the frequency of individuals attending the Stand.
- 24.7 The Exhibitor shall ensure that at all times during the Exhibition Period, the Stand shall give an appearance of unity therefore no decoration, article or signboard, other than that provided by FESPA Exhibition Organizing LLC, should appear outside or in front of the Stand so as not to be a prejudice to the general aesthetic look or to any other exhibitor.
- 24.8 The Exhibitor shall ensure that the Stand is maintained in a clean and tidy state throughout the Exhibition Period. The Exhibitor may carry out its own Stand cleaning but shall not be permitted to hire a third party to clean. Where the Exhibitor does not clean the Stand cleaning will be carried out by the official stand cleaning contractor appointed by FESPA Exhibition Organizing LLC at the Exhibitor's expense.
- 24.9 The Exhibitor shall, within 28 days before the first day of the Exhibition Period, provide FESPA Exhibition Organizing LLC with a list of names of its Representatives who will be attending the Exhibition. The Exhibitor shall ensure that the Representatives:
- 24.9.1 are familiar with the Contract;
  - 24.9.2 only enter the Venue with the relevant Exhibitor passes or a valid ticket and retain such passes or tickets at all times whilst in the Venue;
  - 24.9.3 retain such passes or tickets and make them visible on their person at all times whilst in the Venue (including during the Construction and Dismantling Periods);
  - 24.9.4 comply with all terms of the Contract including the traffic regulations, stand construction regulations, fire protections and safety regulations, stand design, operating safety, technical safety regulations, technical rules, technical services, electrical installations set out in the Exhibition Manual;
  - 24.9.5 have the necessary work permits, visas and have adhered to any immigration requirements

and laws applicable in the country in which the Venue is sited before the first date of the Construction Period,

and the Exhibitor shall further ensure that the number of Representatives attending the Exhibition on any one day shall not exceed 30, unless prior consent has been obtained from FESPA Exhibition Organizing LLC.

24.10 The Exhibitor shall:

- 24.10.1 not allow or cause to allow any persons other than its Representatives to enter the Exhibition without a valid ticket or Exhibitor pass;
- 24.10.2 report to FESPA Exhibition Organizing LLC, forthwith in writing, any incidents or practices, which are or may be a breach of the Contract (including any applicable laws, rules or regulations including those relating to health and safety); and
- 24.10.3 be responsible for any loss of its own materials, exhibits or equipment and the general security of the Stand. Additional security for the Stand may be hired by the Exhibitor at an additional cost by completing the relevant form in the Exhibition Manual.

24.11 The Exhibitor warrants to FESPA Exhibition Organizing LLC that no Exhibits or materials relating to the Exhibits (including materials promoting the Exhibitor's attendance at the Exhibition) will:

- 24.11.1 be inaccurate, obscene, defamatory or disreputable;
- 24.11.2 infringe the rights of any third party;
- 24.11.3 otherwise be unlawful; or
- 24.11.4 be detrimental to FESPA Exhibition Organizing LLC (or to its general commercial interests), the Exhibition, or to other exhibitors at or visitors to the Exhibition, or to the Venue.

## 25 Catering

25.1 The Exhibitor shall obtain any articles for human consumption, whether for eating or drinking, within the Exhibition premises or dispensed or given away therein, from the official caterers to the Venue.

## 26 Movement of Exhibits

26.1 The Exhibitor shall be responsible (at its own risk and cost) for the transport of all equipment, materials or goods associated with the Exhibits (**Equipment**) to the Venue. The Exhibitor shall ensure that:

- 26.1.1 all Equipment shall be brought in and taken out by or on behalf of the Exhibitor by the entrances and exits specified by FESPA Exhibition Organizing LLC in the Exhibition Manual;
- 26.1.2 all Equipment delivered to the Exhibition is accompanied by or received by a Representative, and cases are unpacked forthwith upon delivery;
- 26.1.3 all labour for receiving, unpacking, placing in position and removal of Equipment, is appointed from FESPA Exhibition Organizing LLC' appointed contractors, as detailed in the Exhibition Manual (and the Exhibitor agrees that all such appointments shall be at the Exhibitor's expense and risk).

26.2 The Exhibitor acknowledges that the Equipment and Exhibits may not be delivered to or removed from the Exhibition during the Opening Hours except with the prior written consent of FESPA Exhibition Organizing LLC.

26.3 The Exhibitor shall:

26.3.1 make all arrangements for storage or warehousing of the Exhibits;

26.3.2 not store any empty packaging or similar items (**Empty Packaging**) outside the Stand, in the halls or in the loading yard;

26.3.3 discard any Empty Packaging as soon as reasonably practicable,

and in the event of a breach of this paragraph 4.3 of this Schedule 1, FESPA Exhibition Organizing LLC shall have the right to arrange for the Empty Packaging to be removed from the Venue and discarded without incurring any liability whatsoever to the Exhibitor, and the Exhibitor shall indemnify it in respect of all Losses arising directly or indirectly as a result.

26.4 The Exhibitor:

26.4.1 shall submit a list of its Exhibits (**Exhibit List**) to FESPA Exhibition Organizing LLC at least six weeks before the first day of the Construction Period; and

26.4.2 acknowledges that its Exhibits or Equipment will not be allowed in or out of the Venue without a delivery order or clearance authorisation form (**Authorisation Documents**). FESPA Exhibition Organizing LLC shall provide such Authorisation Documents to the Exhibitor providing it has received the Exhibit List.

26.5 The Exhibitor shall remove all Equipment and Exhibits from the Venue and shall dismantle the Stand in accordance with the time period and manner, set out in the Exhibition Manual and in accordance with any applicable laws, rules and regulations. The Exhibitor acknowledges that FESPA Exhibition Organizing LLC may remove from the Venue any such Exhibits or Equipment remaining and which have not been removed by the Exhibitor after the time period set out in the Exhibition Manual, and all costs and expenses associated with it shall be the sole responsibility of the Exhibitor who shall indemnify FESPA Exhibition Organizing LLC for all Losses arising directly or indirectly as a result.

## **27 Damage to the Venue**

27.1 The Exhibitor shall not cause or permit any damage to the Venue or any part thereof, or to any of the fixtures and fittings therein being not the property of the Exhibitor and shall not alter or interfere with the structure of the Venue.

27.2 The Exhibitor shall indemnify FESPA Exhibition Organizing LLC for all Losses arising as a direct or indirect result of any breach of paragraph 6.1 of this Schedule 1.

27.3 The Exhibitor shall seek the prior written approval of FESPA Exhibition Organizing LLC before any material of whatsoever nature is attached, drilled, nailed or screwed to the floor of the Venue. When laying the floor covering the Exhibitor shall comply with the terms of the Exhibition Manual.

## **28 Fire and Risk Safety**

- 28.1 Without prejudice to the generality of clause 13.2 of the main body of the Contract, the Exhibitor shall comply with all health and safety regulations and applicable laws, rules and regulations and any requirements of any Authority relating to fire and risk safety which may be associated from time to time with the Stand and Exhibits.
- 28.2 The Exhibitor shall ensure that:
- 28.2.1 all Exhibits and display materials are fire resisting or treated to be fire resisting to the current and relevant EC Standard, applicable laws, rules and regulations, and regulations of the Authorities, and are installed to the satisfaction of FESPA Exhibition Organizing LLC and the Landlord; and
- 28.2.2 no laser equipment is used or exhibited without the prior written consent of FESPA Exhibition Organizing LLC (which consent the Exhibitor acknowledges is subject to the approval of the Authorities and FESPA Exhibition Organizing LLC reserves the right to pass on to the Exhibitor any inspection fees charged in connection with the application and/or grant of such approval.
- 28.3 The Exhibitor shall not do, or cause to be done, any act or omission which jeopardises or may jeopardise the current policies and/or the licences of the Landlord and/or FESPA Exhibition Organizing LLC. The Exhibitor shall indemnify FESPA Exhibition Organizing LLC against all Losses arising directly or indirectly as a result of breach of this obligation, including for any extra premium which may become payable.
- 28.4 The Exhibitor shall comply with the same conditions of tenancy as are accepted by FESPA Exhibition Organizing LLC in its agreement with the Landlord

## **29 Smoke and gas outlets**

- 29.1 In the event that the Exhibitor or its Exhibit causes combustible, harmful or offensive smoke and gases (**Offensive Gases**) to be given out, the Exhibitor shall ensure that such Offensive Gases are exhausted by means of an exhaust pipe via the roof of the Venue (**Exhaust Pipe**) or other effective filtration system. In the event that Offensive Gases are likely to be given off, the Exhibitor must inform FESPA Exhibition Organizing LLC at least 35 Business Days prior to the first day of the Construction Period.
- 29.2 The Exhibitor acknowledges and agrees that any costs or expenses whatsoever incurred by FESPA Exhibition Organizing LLC in setting up or arranging the setting up of the Exhaust Pipe or other effective filtration system shall be payable by the Exhibitor.

## **30 Dangerous Substances**

- 30.1 The Exhibitor acknowledges that applicable fire regulations forbid the presence of explosive, radioactive, highly inflammable or other dangerous substances (**Dangerous Materials**) in the Venue. If the Exhibitor wishes to use any such substances for product presentation of the Exhibitor, it shall apply in writing to FESPA Exhibition Organizing LLC Services for consent to the use of such material, such application to be received by FESPA Exhibition Organizing LLC at least 20 Business Days prior to the first date of the Construction Period. The Exhibitor shall ensure that its application includes the type, quantity and composition of the Dangerous Materials to be used. Such consent if given by FESPA Exhibition Organizing LLC shall be subject to the approval of the Authorities and FESPA Exhibition Organizing LLC' chemical engineer.

30.2 The Exhibitor shall not bring into the Venue or exhibit (or allow any Representative to bring into the Venue or exhibit) any weapons of whatsoever kind or any other offensive items or materials.

### **31 Gangways**

31.1 The Exhibitor shall not encroach on the gangways in front of the Stand and shall ensure that they are kept free from obstruction during the Opening Hours. The Exhibitor shall also keep free from obstruction all emergency exits at all times (including during the Construction and Dismantling Periods).

### **32 Operating Machinery and Equipment**

32.1 The Exhibitor shall (at its own expense) install and protect any moving machinery or Equipment to the satisfaction of FESPA Exhibition Organizing LLC, the Landlord and Authorities. If such machinery or Equipment is or may be, in FESPA Exhibition Organizing LLC' opinion, too noisy or causes or is likely to cause any nuisance or harm to other exhibitors or to visitors, the Exhibitor shall switch it off forthwith on request by FESPA Exhibition Organizing LLC at any time.

32.2 The Exhibitor acknowledges that machinery for sale within the EC must comply with the EC Machinery Directive 89/392 (with amendments 1 & 2) ('**Directive**') and must carry the designated "CE" mark. Article 2 of the Directive states that machinery displayed at a trade fair, exhibition, demonstration etc., need not comply with the Directive, but must carry visible notification that the machinery does not conform to the Directive, and is not for sale until it has been brought into compliance by the manufacturer, or his authorised representative established in the community. Further to this, annex 118 of the Directive requires the manufacturer, or his representative, to declare that is intended that features are to be added to the machine to enable it to comply with the Directive.

32.3 The Exhibitor shall comply with the provisions of the Directive and shall inform FESPA Exhibition Organizing LLC forthwith of any breach of the Directive. The Exhibitor acknowledges that any such breach which it reports or which comes to the attention of FESPA Exhibition Organizing LLC or any Authorities will result in the immediate removal of the offending machinery from the Exhibition at the Exhibitor's expense, and the Exhibitor shall indemnify FESPA Exhibition Organizing LLC, for all Losses which arise directly or indirectly as a result of any such breach of the Directive, including any penalty imposed on it by any Authority.

32.4 The Exhibitor shall only remove safety devices when the machines are not in operation and not connected to the source of power and only for the purpose of showing a visitor the design and construction of the uncovered part or parts ('**Temporary Demonstration**'). In such cases however, the Exhibitor shall ensure that the safety devices which are removed are placed immediately beside the machine and replaced once the Temporary Demonstration has ended.

### **33 Printing**

33.1 The Exhibitor shall be entitled to perform printing at the Exhibition provided that:

33.1.1 it uses water-based or solvent less inks whenever possible;

33.1.2 it keeps no more than one day's supply of ink or chemical on the floor during the Exhibition Period (including the Construction and Dismantling Periods);

33.1.3 during the closing hours of the Exhibition, it removes the ink from the Venue;

- 33.1.4 it only uses any solvent with a flash point less than 38 degrees Celsius with the prior written consent of FESPA Exhibition Organizing LLC;
- 33.1.5 it ensures that an approved fire extinguisher is in place each booth where printing involves the use of inks or other chemicals containing inflammable solvents; and
- 33.1.6 it stores rags in self-closing or self-extinguishing approved cans, and removes them from the Venue at the end of each day.

#### **34 Dismantling the Stand**

- 34.1 The Exhibitor shall not undertake (or allow to be undertaken) any removal of Exhibits and Equipment and/or dismantling of the Stand during the Opening Hours and may not commence any of the foregoing until the start of the Closing Period.
- 34.2 The Exhibitor shall comply with the dismantling and removal provisions stated in the Exhibition Manual.
- 34.3 The Exhibitor shall return the Space to FESPA Exhibition Organizing LLC in its initial state as it was prior to the first date of the Construction Period. Without limiting the foregoing, the Exhibitor shall eliminate entirely any used material, foundations, excavations, damages, as well as carpet adhesive tape and adhesive residue, without damaging any aspect of the floor space. If there is any breach of this provision, FESPA Exhibition Organizing LLC shall be entitled to repair (or appoint a third party to repair) the floor base at the expense of the Exhibitor.

#### **35 Electrical Requirements**

- 35.1 FESPA Exhibition Organizing LLC shall detail the electrical services available at the Venue together with any Electrical Consumption Charge in the Exhibition Manual and/or on the Booking Form.
- 35.2 The Exhibitor shall ensure that:
  - 35.2.1 ensure that electrical installation in the Stand is carried out in accordance with all applicable laws, rules and regulations;
  - 35.2.2 ensure that all electrical units and appliances are tested for insulation resistance and the effectiveness of safety devices (subject to the Venue's rules and regulations); and
  - 35.2.3 not obtain electricity from neighbouring stands and generators without the prior written consent of FESPA Exhibition Organizing LLC.

#### **36 Failure to vacate**

- 36.1 FESPA Exhibition Organizing LLC retains the right to dispose of any property of the Exhibitor which is not collected from the Venue by the end of the Dismantling Period. The Exhibitor shall be liable for any costs incurred in such disposal.
- 36.2 If the Exhibitor fails (for whatever reason) to:
  - 36.2.1 remove all of its property (including Exhibits, Stand and Equipment); or
  - 36.2.2 otherwise vacate the Venue by the end of the Dismantling Period,

the Exhibitor shall indemnify FESPA Exhibition Organizing LLC in respect of Losses which arise directly or indirectly as a result, including any penalties imposed on it (by the Landlord or otherwise).

**37 Waste disposal**

37.1 The Exhibitor shall comply strictly with any waste disposal requirements set out in the Exhibition Manual. Without prejudice to the foregoing, the Exhibitor shall be responsible for the correct environmentally friendly disposal of waste material it generates.