

October 31 – November 2, 2022

Dubai International Convention and Exhibition Centre  
United Arab Emirates

Messe Frankfurt, Inc.  
3200 Windy Hill Road, Suite 500 West  
Atlanta, GA 30339, USA

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## USA PAVILION | APPLICATION FORM AND CONTRACT

1. EXHIBITOR DATA			
Full Company Name			
Address			
Postal Code	City	State	Website
Contact Person: (First name, Surname)  Mr    Ms		Mobile	
Job Title		E-mail	

2. STAND REQUIREMENTS			
<b>Step 1 – Exhibition Space and Stand Type required (subject to availability, minimum 9 sqm)</b>			
For exhibitors booking below 22 sqm, Unified Stand Design is compulsory.			
<input type="checkbox"/> <b>Row Stand</b> (One open side)	USD 495.00 per m <sup>2</sup>	<input type="checkbox"/> <b>Peninsula (Head) Stand</b> (Three open sides)	USD 515.00 per m <sup>2</sup>
<input type="checkbox"/> <b>Inline / Corner Stand</b> (Two open sides)	USD 505.00 per m <sup>2</sup>	<input type="checkbox"/> <b>Island Stand</b> (Four open sides)	USD 525.00 per m <sup>2</sup>
Total square meters _____ sqm =	Front _____ m x	Depth _____ sqm	<b>Total space price</b> = _____ USD
<b>Stand #: (if applicable)</b>			
<b>DISCOUNT (to be filled in by the Organizer)</b>			
<input type="checkbox"/> Early bird – discount (5%) <b>5% off raw space price for bookings received on or before April 30, 2022.</b>			
This discount is applicable only if a 30% down payment is made within 14 days after submitting the booking form. If the 30% down payment is not received within the stated deadline, a new invoice will be issued.			

Step 2 – Choose Your Stand Construction Type			
<input type="checkbox"/> Row Stand	USD 360.00 per m <sup>2</sup>	<input type="checkbox"/> Peninsula	USD 389.00 per m <sup>2</sup>
<input type="checkbox"/> Corner Stand	USD 374.00 per m <sup>2</sup>	<input type="checkbox"/> Island	USD 403.00 per m <sup>2</sup>

Total square meters <input type="text"/> sqm X <input type="text"/> sqm = Total price <input type="text"/> USD	
See next page for full stand specifications. *Minimum size stand 9sqm	For additional equipment inquiries, please contact Fairconstruction at <a href="mailto:fairconstruction@uae.messefrankfurt.com">fairconstruction@uae.messefrankfurt.com</a>
<b>DISCOUNT (to be filled in by the Organizer)</b>	
<input type="checkbox"/> Early bird – discount (5%) <b>5% off raw space price for bookings received on or before April 30, 2022.</b>	
This discount is applicable only if a 30% down payment is made within 14 days after submitting the booking form. If the 30% down payment is not received within the stated deadline, a new invoice will be issued.	
Total square meters <input type="text"/> sqm X <input type="text"/> sqm = Total price <input type="text"/> USD	
<i><u>This discount is applicable only if a 30% down payment is made within 14 days after submitting the booking form. If the 30% down payment is not received within the stated deadline, a new invoice will be issued.</u></i>	
<b>TOTAL</b> USD <input type="text"/> <b>TOTAL SPACE RENT</b> + USD <input type="text"/> <b>TOTAL STAND TYPE</b> = USD <input type="text"/> <b>GRAND TOTAL</b>	
<i>Prices above are subject to 5% VAT</i>	

### 3. STAND SPECIFICATIONS – UNIFIED PAVILION DESIGN



**Floor Covering:** Dark grey needle punch exhibition carpet with protective plastic.

**Stand Structure:** Walling: All walls will be constructed from MDF and will be painted with roll paint. Height of the walls will be 4m for the main wall and 2.44m for the partition walls. The upper part of the main wall will be used for banner with country logos.

**Stand Fascia:** Fascia board in Acrylic Plate size 50cm high x1 m Length with silver spacer.

**Support:** Applies to the end of each block. The dimension of support wooden pillars is 10cm x 30cm x 2.4m high.

**Electrical Equipment:** Structure includes safety cabling and distribution boards that will electrify the lights and sockets (500W each) included in the package. Any special point of electrification will be ordered separately and will be charged as extra according to our price list.

**Cleaning** : All stands will have preliminary and daily cleaning.

**Furniture Package** (varies depending on the booth size)

*No exchange of item(s) is permitted and any modifications to the above package may subject to availability and additional charge.*

**IMPORTANT - Exhibitors will be liable for payment for damaged panels.**

Stand Size	9-11m <sup>2</sup>	12-15 m <sup>2</sup>	18-24m <sup>2</sup>	27-36 m <sup>2</sup>
Glass Top Cabinet (SC01)	1	1	1	
Basic Lockable Info Counter (IC01)				2
Full Glass Showcase (SC06)		1		
Showcase Cabinet (SC02)			1	2
White Round Table with Laminate Top (RTB03)	1	1	2	3
White Chairs (CH08)	3	4	6	9
Flat Shelf SH01 (100x25cm)	6	6	8	10
Waste Bin	1	1	2	2
UK pin socket	1	1	2	2
Spotlight (sidewall)	2	2	2	2

### Pavilion Services

- Organization and onsite management
- Exhibitor badges
- Access to Lounge
- Overnight perimeter security
- Wi-Fi access per company
- Management support during the build-up and show days.

### Preshow preparations:

- All orders and needed information will be collected and received at least 40 days and extra items/equipment will be 30 days before the start of the buildup, otherwise corresponding surcharges will apply as per the Price List.

Please complete and return this booking form (3 pages) to the e-mail address mentioned above. A down payment of 30% will be levied upon receipt of the booking form. Please note that deposits are not refundable. The remaining 70% must be settled four months prior to the opening day of the exhibition. Booking form received within 4 months will be invoiced at 100%. The exhibitor will not have access to the exhibition grounds without full payment on the organizer's account.

*Cancellations within the 4 months will be charges a 100% cancellation fee. Prior to the 4 months period a 50% cancellation fee will be applied. All payments mentioned above are due within 14 days of receipt of the corresponding invoice.*

The 30% down payment must be made by the deadline in order to avail the applicable discounts. The form must be stamped and signed by an authorized signatory of the company. Please make sure to keep one copy of the booking form for your files.

Date

Company Stamp and Signature of Authorized Representative

## 4. EXHIBITION TERMS AND CONDITIONS

1. The term "Exhibitor" refers to the company that signatory to this application form and includes all employees or agents of such. The term "Exhibition" refers to the event described on the front of this form (over). The term "Organizer" refers to Messe Frankfurt. In case of "Joint ventures", howsoever described the Exhibitor is deemed to have obtained the consent of all the individual participants to all the terms and conditions of this contract. Individual Exhibitor means all those Exhibitors who are not participating in the Exhibition as part of a Country Pavilion.
2. The organizer reserves the right to cancel a booking upon due notice to the Exhibitor or agent should the exhibitor fail to make payments upon the due dates. In such cases any monies already paid to the Organiser will be non-refundable and the organizer reserves the right to demand

the remaining balance from the Exhibitor. The Organiser reserves the right to levy a surcharge on any outstanding payments due and owing by the Exhibitor at a rate of **10 %** per annum calculated from the due date until the date of actual payment. Any loss incurred by the Organiser, resulting from the Exhibitor's actions must be paid by the Exhibitor to the Organiser.

3. All applications for space must contain details of the proposed exhibit(s) and the name of any other company(s) represented by the Exhibitor whose products/services are to be displayed on the stand. The Exhibitor is strictly forbidden to sub-let or assign or grant licenses in respect of any part of the space without the prior written approval of the "Organiser". Only the products/services/companies listed on this form may be exhibited. The charges for space are currently exclusive of any applicable national, federal or local government taxes, all of which must be borne by the Exhibitor. **All charges quoted for exhibition space are exclusive of value added tax (VAT) or any other taxes or other government duties, all of which must be borne by the Exhibitor. To the extent that VAT or other taxes or government duties apply to services or goods supplied by the Organiser, they will be added to prices and charged to the Exhibitor.**
4. The Organiser reserves the sole and exclusive right to determine the size, layout and position of any stands. The Exhibitor shall accept a new stand size, layout or position if it is reasonable for the Organiser to exercise this right.
5. Upon the acceptance of the application for space a contract shall arise between the Organiser and the Exhibitor in the terms and conditions of this contract subject to variation notified by the Organiser at their sole discretion to the Exhibitor. The relationship of Licensor and licensee shall immediately arise and continue between the Organiser and the Exhibitor. In the case non- payment of any due sum or any breach or non-observance of any of these terms and conditions by the Exhibitor the Organiser 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 the Organiser.
6. The Exhibitor must occupy the space allotted to it by 8.00 am on the day prior to the first day of the opening of the Exhibition. In the event of default for whatever reason the Exhibitor shall pay to the Organiser a further sum in liquidated damages equal to the total charge for the space. The organizer reserves the right to reallocate such space in any way it sees fit.
7. In the event of the Exhibitor becoming insolvent, declared bankrupt or facing winding up proceedings the contract with Exhibitor shall be determined void and all monies already paid shall be retained by the Organiser.
8. Breach of Contract and Withdrawal by the Exhibitor. Without prejudice to rights and remedies of the Organiser in respect of any breach of the Contract on the part of the Exhibitor the Organiser may at it's discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:
  - a) The Exhibitor must give written notice to the Organiser that it desires to withdraw if the Organiser allows such withdrawal it will notify the Exhibitor of its decision in writing;
  - b) Any such notification by the Organiser to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organiser a consideration for release from the contract.
  - c) The amount of such payment will be specified in the Organiser's notification to the Exhibitor and will be that proportion of the space rental payable under the contract dependent upon the date upon which the Organiser receives the notification from the Exhibitor as detailed below: **Cancellations within the 4 months period will be charged a 100% cancellation fee. Prior to the 4 months period a 50% cancellation fee will be applied. All payments mentioned above are due within 14 days of receipt of the corresponding invoice.**
  - d) Upon payment of such amount to the Organiser by the Exhibitor (credit being given by the Organiser for all rental already paid by the Organiser for all rental already paid by the Exhibitor) the Contract shall be cancelled and neither party shall have any further claim against the other.
9. Exhibitors shall be totally responsible for the obtaining of visas and customs clearance for their staff, agents, products or services and in o event shall there be any claim for damages or otherwise against the Organiser in respect of any loss or expense relating thereto. Exhibitors will be totally responsible for the cost of restoring to its original condition any part of the land or structure occupied by them which has been altered or damaged in any way. The Exhibitor shall hold the Organiser safe and harmless from all loss or damage suffered by or arising from out of any act or default of any servant, agent, employee or subcontractor of the Exhibitor.
10. The Organiser shall not be responsible for the loss or damage to any property of the Exhibitor or any other person; for the loss of, or damage or destruction to the same by theft, fire or any other cause whatsoever; or for any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in a building caused by fire, or by storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organiser; or for any loss or damage occasioned, if because of the happening of any of the aforementioned events the opening of the Exhibition is prevented, or postponed, or abandoned, or a building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings and for their proportion of the shell scheme and furthermore for physical loss or damage to the basic shell scheme stand. As the Organisers will accept no responsibility for any of the matters aforesaid, the Exhibitor must cover itself by insurance in respect thereof and the Organiser reserves the right to demand sight of such a policy.
11. In no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to in Condition 10 or otherwise, or of the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organiser's control, and the Organiser shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organiser shall consider necessary. If in the opinion of the Organiser by re-arrangement or postponement of the period of the Exhibition or by substitution of another hall or building or any other reasonable manner the Exhibition can be carried through, the contract for space shall be binding upon the parties except as to the size and position of the stand, a modification or re-arrangement to which may be determined by the Organiser in its reasonably discretion.
12. Stands must be properly manned and exhibits displayed during all the time the exhibition is open to visitors. No exhibits may be removed before the end of the exhibition without the written permission of the Organiser which will only be given in exceptional circumstances. All exhibits and stand fitting materials must be removed from the Exhibition Building within the period stipulated by the Organiser. The Exhibitor will compensate the Organiser for any expenses incurred through failing to comply with this condition.
13. The Organiser reserves the right to make an additional charge to the Exhibitor equal to any amount charged to them for any services supplied whether specifically ordered or not. The Organiser accepts no responsibility for breakdown or failure of any the services provided for or in connection with the Exhibition.
14. Unless permitted in writing by the Organiser and then only in accordance with any conditions imposed, Exhibitor shall not collect any charge or fee for admission to the Exhibition.
15. The Exhibitor shall comply and cause third parties as well as invitees to comply with all provisions of law including within limitation legislative enactments, buildings by-laws and other governmental regulations which, in particular, relate to the use of the exhibition building, the stands and fittings of the stands, the handling and use of materials and displays. Further, the Exhibitor shall comply and cause third parties as well as invitees to comply with all police, fire and health regulations imposed by any governmental authority or insurance underwriters. Exhibitor assumes full responsibility for all his actions and omissions, as well as for actions and omissions of third parties as well as invitees. Further, Exhibitor is responsible for the stand, the stand fittings, displays and any other material brought to the Exhibition Building.
16. Exhibitor shall also comply and cause third parties as well as invitees to comply with all valid regulations and orders of the Dubai World Trade Centre, the valid "Venue Terms and Conditions" can be found in the online Exhibitor Manual.

17. In case Organiser suffers any damage or is held responsible by third parties due to the non-compliance or due to any act or omission attributable to the Exhibitor or to third parties acting on behalf or in the interests of Exhibitor, then Exhibitor shall indemnify and hold harmless the Organiser. The duty to indemnify and to hold harmless the Organiser shall also apply to damages caused by the stands, stand fittings, displays or any other material brought to the exhibition building by the Exhibitor or by third parties acting on behalf or in the interests of the Exhibitor.
18. The Exhibitor shall not without the prior written consent of the Organiser display, exhibit or bring in to the Hall any explosives, radio active, flammable, dangerous or hazardous substances or any such item which may cause noxious fumes or make use of or display any materials which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify the Organiser against any loss or damage arising out of a breach of this clause. All stand fittings and display materials must comply with any local fire, health and safety regulations. No Exhibitor may construct anything above 2.5 metres height without the prior written consent of the organizers. All stands built by the Exhibitor must gain approval from the organizer by sending a scale plan and description of the building materials to the Organiser. All display materials and exhibits must be appropriate to the subject matter of the Exhibition in the sole opinion of the Organiser and shall be tasteful and of a suitably high standard and shall not contravene with any local law, moral or custom and if in the opinion of the Organiser the Exhibitor is in breach of this clause the Organiser may direct the Exhibitor to rectify such breach and the Exhibitor shall do so immediately.
19. The Organiser reserves the right to alter, add to or amend any of these terms and conditions and the decision of the Organiser shall be final. No alteration, addition, amendment or waiver to or of these terms and conditions shall operate to release any Exhibitor from its contract.
20. An Exhibitors Information Manual will be issued to each Exhibitor containing detailed instructions for the organisation of the Exhibition.
21. The Organiser 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. All claims and disputes shall be settled in Dubai in accordance with Dubai Law and Custom or in the country of the Exhibitor's origin if the Organiser decides to do so.

**Copyright Clause**

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| <ol style="list-style-type: none"> <li>1. The Exhibitor hereby declares bindingly and irrevocably that the exhibited products are not unauthorized copies or replicas of the products of other suppliers or third parties. The Exhibitor also undertakes to respect the priority property rights of third parties. Should an infringement of property rights of this kind be brought to the Exhibitor's attention in the correct manner during their participation in the event, the Exhibitor undertake to remove the products concerned from their exhibition stand. The exhibitor is aware that, in the event of a violation of the undertakings given above, Messe Frankfurt Middle East GmbH is entitled to ban the Exhibitor from taking part in this or future events.</li> </ol> |
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**5. PAYMENT INSTRUCTIONS**

A down payment of 30% will be levied upon receipt of the booking form. Please note that deposits are not refundable. The remaining 70% must be settled four months prior to the opening day of the exhibition. Booking forms received within those four months will be invoiced at 100%.

***Cancellations within the 4 months period will be charged a 100% cancellation fee. Prior to the 4 months period a 50% cancellation fee will be applied. All payments mentioned above are due within 14 days of receipt of the corresponding invoice.***

**Please transfer funds to:**

Beneficiary Name: **Messe Frankfurt Middle East GmbH (Dubai Branch)**  
 Beneficiary Address: **PO Box 26761 Dubai, United Arab Emirates**  
 Bank: **HSBC Bank Middle East Limited**  
 SWIFT Code: **BBME AEAD**  
 FOR DIRHAM (AED) PAYMENT: **IBAN: AE62020000035881614001**  
 FOR DOLLAR (USD) PAYMENT: **IBAN: AE08020000035881614100**  
 UAE Dirhams Account Number: **035 - 881614 - 001**  
 US Dollar Account Number: **035 - 881614 - 100**  
 Cheque payment has to be in favour of: **Messe Frankfurt Middle East GmbH (Dubai Branch)**

<p><b>Company Stamp and Signature of Authorized Representative</b></p>
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**Bank charges to be borne by Exhibitor.**