

WORLD LUXURY GROUP

Exhibitor Terms & Conditions

1. Event and Organizer

World Luxury Expo series of events is owned and organized by World Luxury Group Ltd.

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2. Exhibitor Manual

Please refer to World Luxury Expo Exhibitor Manual, which is issued on receipt of a completed Exhibitor Registration Form, for details on each event for:

- a) Daily opening hours and dates
 - b) Commencement of construction
 - c) Completion of dismantling
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3. Application

Applications can only be made by using the official Exhibitor Registration Form.

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4. Exhibition Rental

The rental includes: heating, lighting, and ballroom supervision, cleaning of gangways, as well as electricity and water consumption. Prices are inclusive of any applicable taxes.

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5. Cancellation

If the exhibitor withdraws within 180 days prior to the selected Expo event commencing, a charge equivalent to 50% of the rental will be payable. And if the exhibitor withdraws within 30 days prior to the selected Expo event commencing, the full exhibition rental is payable.

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6. Terms of payment

The period of payment is specified in the rental invoice. Please quote invoice number and client number. All payments should be made to one of the accounts indicated on the invoice.

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7. Regulations Governing Ballrooms and other Indoor Places

a) If an early set-up time is required, this must be applied for in writing to the organiser, World Luxury Group.

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b) Advertising of all kinds is only permitted within the exhibitor’s official exhibition area. Promotion teams may operate only with special permission.

c) No information material of a political nature may be distributed in the form of posters, information material etc. Moreover, no political statement may be included in the design and decoration of the exhibitor area.

d) It is forbidden to stick posters and other stickers on the wall and the floor outside the exhibitor area.

e) Requests by exhibitors for parking space on the exhibition grounds should be made in writing to the organiser, World Luxury Group.

f) No animals are admitted on any event premises.

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8. Installations, partition walls

Installations of electricity and water, partition walls, according to requirements, must in all cases be expressly ordered. (Refer Exhibitor Manual)

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9. Exhibitor Passes

Each exhibitor will receive 2 x exhibitor passes per exhibition space booked. Additional exhibitor passes may be requested from World Luxury Group.

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12. Exhibitor Applications

Applications to participate in the exhibition (event) must be made using the form marked “Exhibitor Registration Form”. This form should be completed carefully and should include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with World Luxury Group, to which the exhibitor is committed until the commencement of the event.

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13. Conclusion of the Contractual Regulations

13. 1 By signing the Exhibitor Registration Form, the exhibitor recognises as binding the Terms of Business and Conditions of Participation. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

13.2 Joint Exhibitors – If a number of exhibitors intend to hire an exhibition space jointly, they must name one of their numbers in their application who will be authorised to negotiate with World Luxury Group on their behalf. The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to World Luxury Group.

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14. Conclusion of Contract

14.1 Confirmation of Order – World Luxury Group will confirm its decision to accept an offer with a written confirmation of order (acceptance of the exhibitor and the exhibits for which application has been made).

14.2 Restrictions on the Exhibitor and Exhibits – If relevant grounds exist, and in particular, if there is insufficient space, World Luxury Group may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

14.3 Deviations from the Application – If World Luxury Group accepts the application for display space for the Exhibitor, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

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15. Allocation of Stands

15.1 Principle – In allocating the exhibitor stands, World Luxury Group will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. World Luxury Group will endeavour to meet specific requirements for stand locations wherever possible.

15.2 Changes to Adjoining stand – The exhibitor should accept that changes may take place in the situation on other stands at the beginning of the event, compared with the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

15.3 Exchanging Stands or Transferring them to Third Persons – The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third person unless agreement has been reached with World Luxury Group.

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16. Exhibits

16.1 Removal & Exchange – Only the agreed exhibits may be displayed in the exhibition area. Furthermore they may only be removed subject to the approval of World Luxury Group. Exhibits may only be replaced by other items if written agreement has been obtained from World Luxury Group, and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

16.2 Exclusions - World Luxury Group is entitled to demand that exhibits should be removed if these were not included in the exhibition hire contact, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of noncompliance, World Luxury Group is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

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16.3 Protection of Copyrights and Patents – It is the responsibility of the exhibitor to ensure that copyrights and other industrial patents exist for his exhibit.

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17. Payment Conditions

17.1 Date when Payment becomes Due – The stand rental, as per Confirmation of Order, is to be paid onto one of the accounts listed on the invoice. These payments must be made within the time period stated and be annotated with the invoice and customer number. The amounts are due for payment at the time the invoice is issued.

17.2 Transfer of Claims, Offsetting Claims – Claims against World Luxury Group are not transferable. Claims may only be offset in the case of uncontested counter-claims or counterclaims which have been ruled valid.

17.3 Objections – Objections to invoices will only be considered if submitted to World Luxury Group in writing within 14 days following issue of the invoice.

17.4 Hirer’s Rights of Lien – In order to secure any claims it may have, World Luxury Group shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. World Luxury Group is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

17.5 Overdue/Late Payments – A 2.5% monthly interest penalty will be applicable for delayed payments and any bounced cheques will incur a AED 150 fee.

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18. Liability, Insurance

18.1 The Organizers themselves, Staff or Agents shall not be liable for the safety of Exhibitors, their staff, contractors or invitees during any of the Exhibitions nor for any articles of any kind brought into the Exhibition by the exhibitors, their Staff, Contractors, Invitees or Member of the public.

18.2 Exhibitors shall make sure that they are fully covered by insurance, including, but not restricted to, all risks on their caused by any circumstances, whatsoever, whether by reason of fire, water, theft, accident or any other cause. The period for which such insurance will be maintained, shall run from the time the Exhibitor, or any of his Staff, Agents, Contractors, first enter the Exhibition grounds up until all his exhibits and property have been removed. The Exhibitor shall insure against, indemnify and hold the Organizers harmless in respect of all costs, claims, demands and expenses to which the Organizers may in any way be subject to as a result of any loss or injury arising to any person or property, no matter how caused as a result of any act of default of the Exhibitor, his Staff, Agents, Contractors or Invitees.

18.3 If the Organizers so demand, the Exhibitor shall provide a proof to the Organizers that the Exhibitor has adequate insurance coverage. Exhibitors must ensure that their temporary Staff and the Staff of their Agents or Contractors are insured against workman’s compensation.

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18.4 The Organizers shall not, in any event be held responsible for any restrictions or conditions which prevent the construction, completion, alteration or dismantling of stands, for entry, placement or removal of exhibits, or for the failure of any service or amenities provided by the Hall landlords or other third parties. The Organizers shall not be liable to the Exhibitor for any cancellation or part-time opening of the Exhibition either as a whole or in part, or for any amendments or alterations to all, or any of the Rules & Regulations caused by circumstances beyond their control.

18.5 No excavation, drilling or fixing to the surface of the exhibition areas are permitted. It is strictly prohibited to attach nails, hooks, tacks, screws, adhesives, paint or any similar items the floor, walls, ceilings or other parts of the premises or shell stand partitions. Drip trays, sand or wood chips must be placed beneath all machinery/ vehicles where there is any possibility of oil leaking.

18.6 Neither the Organizers, exhibition site Owner nor the Sponsors accept any responsibility for damage or loss of any properties introduced by the Exhibitors and/or their Agents/Contractors.

18.7 Exhibitors are especially warned that the exhibits are the sole responsibility of the Exhibitor to whom they belong. Exhibitors should affect their own insurance against all risks. The strongest possible precautions against pilferage should be taken at all times.

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19. Cancellation, Non-participation on the Part of the Exhibitor;

Withdrawal from the Contract by World Luxury Group

19.1 Cancellation, Non-participation on the Part of the Exhibitor – The full stand rental charge shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another exhibitor can be found for the stand, World Luxury Group retains the right to demand 25% of the invoiced stand rental charge from the original exhibitor to cover costs. The full stand rental must be paid when World Luxury Group rents the agreed upon space, although the overall area is reduced as a result of the cancellation/non-participation.

The exhibitor retains the right to submit evidence to prove that no such costs were incurred by World Luxury Group, or that they were lower than stated. The right to assert additional claims remains unaffected.

19.2 Withdrawal by World Luxury Group – World Luxury Group is entitled to withdraw under the following circumstances:

- a) If the rental charge is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;
- b) If the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours before the official opening;

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c) If the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;

d) If the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if World Luxury Group subsequently becomes aware of any reasons which, they had been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. In such circumstances exhibitors are required to inform World Luxury Group immediately. In cases, referred to above, World Luxury Group is entitled to claim damages. No. 19.1 may be applied accordingly.

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20. Force Majeure

20.1 Cancellation of the Event – If World Luxury Group is prevented from holding the event for reasons outside its own control or that of the exhibitor, such as order of the Government, force majeure or reasons beyond the control of the Organisers, such as National mourning, war, flood, strike, embargo or epidemic; all claims to the stand rental become void. However, World Luxury Group may still invoice the exhibitor for work carried out in the latter’s instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

20.2 Rescheduling of the Event – If World Luxury Group is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases, claims for payment of stand rental no longer apply.

20.3 For Events that have Already Commenced – If World Luxury Group is obliged to shorten or cancel an event that has already begun, as a result of force majeure exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

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21. Photographs and Film, Video and Sound Recordings

21.1 World Luxury Group is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at World Luxury Expo events, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the press or television with the written approval of World Luxury Group.

21.2 The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies thus authorised by World Luxury Group and in possession of the appropriate pass. Such authorisation also applies prior to and after the daily opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Areas. Information on this matter can be obtained from World Luxury Group.

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22. Advertising

22.1 Scope – Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor’s own company, and only for exhibits manufactured or distributed by the exhibiting firm.

22.2 Approval – Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of World Luxury Group. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a religious or political nature is strictly prohibited.

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23. Official Approval, Legal

Regulations, Technical Guidelines. In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with performing rights regulations, as well as with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements.

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24. Regulations for the Maintenance of Order

24.1 Domiciliary Rights – During the event exhibitors are subject to the domiciliary rights of World Luxury Group, which apply throughout the Exhibition areas for each event. Exhibitors must comply with instructions given by employees of World Luxury Group, who will prove their identity by means of an appropriate identification document.

24.2 Parking Spaces – Efforts will be made to meet exhibitors’ specific requirement regarding parking on the Exhibition Areas. However no automatic rights exist to a parking space.

24.3 Access to the Exhibition Venue – Vehicles which do not have the correct authorisation or a document entitling them to park within the property will not be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the Exhibitor Manual.

24.4 Miscellaneous – No animals are permitted on the Exhibition Areas. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

24.5 Environmental Protection – Exhibitors are required to make every effort to protect the environment.

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25. General Regulations, Deadlines

25.1 Deadlines – The construction and dismantling periods pertaining to each event have been specified in the Exhibitor Manual.

25.2 Construction, Services for Exhibitors – The Exhibitor Manual contain a list of services available from World Luxury Group regarding planning, construction and design of standard and individual stands in the exhibition areas.

25.3 Dismantling

a) Dismantling Period – the stand may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period World Luxury Group is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. World Luxury Group will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. World Luxury Group is entitled to impose liens to cover any expenses thus incurred.

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26. Stand Design

26.1 All exhibitors' construction plans (floor plan and front view) must be submitted to World Luxury Group for approval.

26.2 The exhibition stand must comply with the overall plan for the exhibition. World Luxury Group reserves the right to prohibit construction of unsuitable or inadequately designed stands.

26.3 During the hours that the Expo is open, the stand must be correctly equipped and furnished, and staffed by competent personnel throughout the duration of the fair or exhibition, between the stipulated opening times.

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27. General Inspection, Cleaning

a) World Luxury Group will provide security cover for the exhibitions as required. However, it will only be liable for damages in the case of gross negligence. Security cover for the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover against such risks. During the night valuable and easily removed items should be securely locked up. Private security staff to guard the stands during the night-time may only be employed subject to written agreement by World Luxury Group.

b) World Luxury Group will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.

c) If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by World Luxury Group.

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d) The exhibitor or his appointed stand constructor is responsible for disposing of any waste materials resulting from their work.

e) Additional Cleaning and Security Services may be arranged through World Luxury Group.

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28. Catering Services

Catering services are provided exclusively by World Luxury Group.

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29. Data Protection

We collect, use and process your personal data for the purposes of substantiating, fulfilling and processing your contract with World Luxury Group as well as for market research. In order to fulfil our contractual obligations, it is necessary to forward some of your information to World Luxury Group subsidiaries and partner companies that process this data on our behalf. If you have authorized us to do so, we share your information with our affiliated enterprises and official partner companies to enable them to offer you their own supplementary services or other similar services.

This information is also made available to official World Luxury Group foreign representatives and partner companies located outside of United Kingdom. Your information is used in accordance with legal stipulations and only for the defined purposes. Any declaration of consent you have provided to World Luxury Group can be withdrawn at any time.

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30. Concluding Regulations

30.1 Changes and Amendments in Writing – Any changes to the contents of this agreement (No. 1 Item 2), and ancillary agreements, are only legally binding if they have been confirmed in writing by World Luxury Group.

30.2 Compliance with Laws - Prior to the Event Date, the Organiser agrees to furnish to all governmental authorities upon request, at the Organiser's sole expense, copies of such additional governmental permits and other licenses and permits as may be required for the Event. The Organiser shall comply with all applicable laws, orders, regulations and requirements of all governmental authorities and with any lawful direction or order of public officers which shall impose any duty upon the Organiser or Client, with respect to the Venue or the use and occupancy thereof.

30.3 UK Law – The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the United Kingdom.

30.4 Place of Performance and Venue

Place of fulfilment is London, United Kingdom. If the defendant is a businessman or a legal entity in the public domain, or if the defendant has no general place of jurisdiction within United Kingdom, the place of jurisdiction is London, United Kingdom or the defendant's own place of jurisdiction.

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30.5 Statute of Limitations – Claims by exhibitors against World Luxury Group expire after 6 months if not precluded by cogent legal regulations.

30.6 Redemptory Clause - If any individual provisions in these general terms of business become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.

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