

1. Terms of Reference

The terms and conditions set herein shall be read and construed as an integral part of this contract. In these present Terms & Conditions:

The term exhibitor shall include employees, servants, and agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of exhibiting: the term Exhibition shall mean the exhibition (s) referred to on the application form overleaf the term Organizers shall mean Al Bader Exhibition Organizers; and the term contract for exhibition space at the exhibition, entered into between the organizers and the exhibitor, and which incorporates these present Terms & Conditions which shall be construed as an integral part of the contract.

2. Application for participation

All applications for participation shall be made on the prescribed Participation Contract, which shall be submitted to the organizer or their authorized representative(s) on or before the deadline specified overleaf. Application will be dealt with in the order they are received, and will constitute the Exhibitors confirmation of participation and acceptance of the terms of contract. The organizers, though not bound by the contract to do so, will do the best of their ability to attempt to meet the requirements of the Exhibitors.

The organizers reserve the right to accept or to refuse any application without disclosing to the Exhibitor any reasons therefore, no Exhibitor may refuse the space allotted to him, nor for such reason cancel his participation, if the participation of a prospective Exhibitor shall not be entitled to claim or receive any compensation.

3. Allocation of Exhibition Space

The organizers shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The Organizers reserve the right to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth by the Exhibitor and, at the sole discretion of the organizers to allow the space or transfer or close entrances or exits to the Exhibition facilities and to undertake such structural alterations as they may deem fit. The exhibitor shall have no right to cancel his participation in the Exhibition or to claim for compensation as a result of such changes.

4. Use of Exhibition space

Exhibitors are entitled to exhibit only the announced products and must man the Stand or space with competent personnel during the opening hours of the Exhibition.

Any articles exhibited without prior authorization may be taken away at the expense and risk of the exhibitor. No change of items on display may be effected during the opening times of the exhibition. Items may not be exhibited outside the limits of the space rented by the exhibitor. The Exhibitor is responsible for the cleaning of his stand(s) or space(s). Cleaning should not be carried out during the opening times of the Exhibition. Failure to observe these regulations may result in the organizers taking the steps they consider necessary against offenders, without assuming any responsibility whatsoever for the consequences arising from such violations of regulations. The organizers reserve the right to deny any visitor(s) admittance to the Exhibition as a whole or access to any particular stands or spaces or areas within it. Exhibitors are not allowed to sublet or assign the stand(s) or space(s) allotted to them to other parties wholly or in part without written consent of the organizers. Where such is given, each Exhibitor on a given stand or space will be jointly and severally liable under the terms of the Contract, and one representative should sign this Contract on behalf of all Exhibitors involved. Exhibitors shall be liable for any damage to the walls or to any part of the Exhibition premises in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars or walls or any part of the Exhibition premises in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillar, or walls without prior consent of the organizers.

5. Payment of Participation Fees

- A. Advance payment of 50% of the rented space price to be paid with the submission of the signed participation contract.
- B. Balance to be paid before February 20, 2008.
- C. Exhibitors registering after the deadline specified overleaf should pay the total cost of the stand or space reserved on receipt of the corresponding invoice.
- D. Failure to comply with the above will result in the organizers having the right to dispose of the space allotted to the defaulting Exhibitor shall be paid for in advance.
- E. All additional facilities requested by the Exhibitor shall be paid for in advance.
- F. No Exhibitor may remove the products and samples from his stand or space until all sums due to the organizers have been paid.
- G. Payment shall be remitted net of bank charges to AL BADER EXHIBITION ORGANIZES- COMMERCIAL BANK INTERNATIONAL – AL AIN BRANCH - ACCT. No. 340301004886(swift code: (CLBIAEADANI)

6. Payment of Participation Fees

Without prejudice to the rights and remedies of the Organizers in respect of any breach of the Contract on the part of the Exhibitor, the Organizers may at their sole discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:

- A. If withdrawal is required before deadline specified overleaf, the Exhibitor shall be liable for the payment of 50% of the total rent, even if the organizers re-allocate his stand or space to a third party.
- B. If withdrawal is requested after the deadline specified overleaf, the exhibitor shall be liable for the FULL payment of the total rent, even if the organizers his stand or space to a third party.
- C. In case the Exhibitor fails to attend the exhibition for any reasons, he shall be liable for paying the full amount of the total participation fees.

7. Cancellation of Exhibition

If, due to unavoidable circumstances, the exhibition is unable to take place, the organizers shall not be responsible and exhibitors, shall not be entitled to any claim or compensation in connection with such cancellation. They shall, however receive reimbursement of amounts paid by them upon their participation Contract.

8. Stand Construction & Decoration

Exhibitors may decorate their stands and spaces in accordance with the relevant guidelines and instructions issued by the Organizers, but only after obtaining written approval by submitting detailed scaled plans in duplicate no less than two months before the Exhibition.

9. Security

Exhibitors and their representatives should be present at their stands or spaces at all times during the opening hours of the exhibition. They may not close their stands or space before the appointed time of closing.

10. Fire Regulations

The use of inflammable materials for stand or space decoration is prohibited unless such material have been treated with a fire retarding substance. All heating appliances should be mounted on fireproof stands. All heating appliances should be mounted on fireproof stands. All inflammable materials (such as empty boxes and packaging) should be removed immediately from the Exhibition venue.

11. Supplementary clauses

The organizers shall have the right, in all circumstances, to issue supplementary regulations, in addition to these present Terms and Conditions, to ensure a smooth management of the Exhibition. Such instructions shall be considered to be an integral part of the terms of the contract, provided they are given to the Exhibitors in writing. The failure to object to any breach of any clause herein by the organizers shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.

12. General Conditions

- A. the Organizers shall have the right to cancel any Exhibitor's participation in the Exhibition if the said Exhibitor contravenes the regulations in any way, and this without the Exhibitor having any claim to compensation for reimbursement for any or all-financial commitments undertaken by him and still outstanding to the Organizers.
- B. Abu Dhabi Civil Court shall be deemed to be the place of settlement of any dispute that may arise between the Organizers and Exhibitors.
- C. The Organizers shall have the discretionary right to sue any Exhibitor before his national court or before any other court.
- D. Exhibitors are bound by all and any regulations applicable to participants in fairs and exhibitions in the United Arab Emirates.
- E. UAE law shall be the law of the contract between the Exhibitors and Organizers.

13. Regulations

A. Exhibitors undertake to abide by all clauses whatsoever set forth by the Organizers herein or any supplementary. The organizers will be enforced and are in now way to be regarded as merely commentary. The organizers are the sole judges as to the measures to be adopted in respect of the application of the said clauses.

B. By his very participation in the Exhibition, the Exhibitor acknowledges the right to the Organizers, jointly or separately, to take unilateral measures for the defense and protection of the interests of the Exhibition, and of all or some of the exhibitors, as well as any measures the organizers deem useful or necessary to ensure the security of the premises, the exhibitors and visitors.

14. Force Majeure

The Organizers shall not be responsible for the loss of or damage to any property of the Exhibition or any other person caused by theft, or fire, defect in the Hall, storm, war, labor disputes, lock out, explosions, Act of god and general causes of FORCE MAJEURE, whether or not generic within the Organizers control for any loss of damage sustained in the event that the opening or holding of the exhibition is prevented, postponed or abandoned or if the exhibition hall becomes totally or partially unavailable for the holding of the exhibition due to any of the foregoing causes, the Exhibitor shall hold the Organizers safe and harmless from all loss and damage and in no event shall the exhibitor have any claim of damages compensation of any kind against the Organizers, and if it is impossible to hold the exhibition as schedules due to any reason, the already paid monies by the deducting the necessary expenses.

15. Penalty Clauses

In the unlikely event that the participating exhibitor does not show up for the exhibition, he will be obliged to make full payment based on the contract signed between the participant and Al Bader Exhibition Organizers.

16. Restrictions:-

- 1) Exhibitors are not allowed to sell fake or imitated diamonds, jewelries & watches
- 2) The organizer is not responsible in any complaints from the visitors and buyers related to the purchase items.
- 3) The organizer provides free of charge steel container as a safety box inside the exhibition hall with 24 hrs. security services for all the jewellery deposited inside the container box, and its not responsible for any jewellery outside the safety box.