

Exhibitor Contract

Ward 2022 Organizer
<p>Motion International Exhibitions and Events L.L.C United Arab Emirates, Abu Dhabi Landline: +971 2 626 4044 Email: info@motion-int.com Website: www.motion-int.com VAT TRN Number: 100538974500003</p>

Email this form to: (Before October 31)
info@motion-int.com

Name of Sponsoring Entity			
Entity Name:			
VAT TRN Number: (If Available)			
Brands to be presented:			
Address 1*:			
Address 2 (If outside UAE, please state full address):			
Country:		City:	
Landline:	Mobile:	Website:	
Authorized Signatory:	*First Name:	*Last Name:	
	*Position:	*Email:	
	*Mobile Phone:	*Landline:	

Contacts:		
Onsite Representative (If applicable)	*Full Name:	*Position:
	*Mobile Number:	*Email:
Sales	Full Name:	Position:
	Mobile Number:	Email:
Public Relations	Full Name:	Position:
	Mobile Number:	Email:
Media	Full Name:	Position:
	Mobile Number:	Email:
Accounts / Billing	*Full Name:	*Position:
	*Mobile Number:	*Email:

Company Stamp:

Name & Signature:

Date:

Entity Information & Interest

Entity Type:				
<input type="checkbox"/> Government	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Distributor	<input type="checkbox"/> Logistics	<input type="checkbox"/> Bank
<input type="checkbox"/> Others (Specify):				

Product or Service Profile List (If items apply):		
<input type="checkbox"/> Grower	<input type="checkbox"/> Exporter	<input type="checkbox"/> Importer
<input type="checkbox"/> Flower shop	<input type="checkbox"/> Logistics / Freight	<input type="checkbox"/> Supplier
<input type="checkbox"/> Financials	<input type="checkbox"/> Services	<input type="checkbox"/> Wholesale
<input type="checkbox"/> Agriculture	<input type="checkbox"/> Heavy Machine	<input type="checkbox"/> Garden Center
<input type="checkbox"/> Others (Please Specify):		

Interest in meeting buyers in these regions (If applicable):				
<input type="checkbox"/> GCC	<input type="checkbox"/> Levant Region	<input type="checkbox"/> Western Europe	<input type="checkbox"/> Eastern Europe	<input type="checkbox"/> Latin America Continent
<input type="checkbox"/> North America Continent	<input type="checkbox"/> North Asia	<input type="checkbox"/> South Asia	<input type="checkbox"/> North Africa	<input type="checkbox"/> Rest of Africa

Interest in meeting sellers in these regions (If applicable):				
<input type="checkbox"/> GCC	<input type="checkbox"/> Levant Region	<input type="checkbox"/> Western Europe	<input type="checkbox"/> Eastern Europe	<input type="checkbox"/> Latin America Continent
<input type="checkbox"/> North America Continent	<input type="checkbox"/> North Asia	<input type="checkbox"/> South Asia	<input type="checkbox"/> North Africa	<input type="checkbox"/> Rest of Africa

Company Stamp:

Name & Signature:

Date:

Exhibitor Form

Registration Fees:		
<i>Note: VAT 5% not applied on current prices.</i>		
Exhibitor Registration Fees	No. 1 x	\$ 275
Co-Exhibitor Registration Fees	No. 1 x	\$ 275
Registration fees listed are fixed for both the Exhibitor and Co-Exhibitors. Any entity exhibiting during the exhibition and is neither related to the main exhibitor will be taken as a Co-Exhibitor.		
Total:		

Exhibitor Space:		
<i>Note: VAT 5% not applied on current prices.</i>		Stand Number:.....
<input type="checkbox"/> Raw Empty Space (Minimum of 18 SQM)	Size SQM x \$ 350	\$
<input type="checkbox"/> Shell Scheme (Minimum 12 SQM)	Size SQM x \$ 400	\$
Refer to the layout plan for easier reference.		
Total:		\$

Exhibit Space & Service Cost	
Total of Registration Fees:	\$
Total of Exhibition Stand:	\$

Total without VAT	\$
Vat 5%	\$
Total Amount with Vat	\$

Exhibitor Stamp:

Name & Signature:

Date:

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Payment Form

Payment type:

☐ Bank Transfer ☐ Cheque

- I. Registration - \$ 275.00 USD + 5% Vat
- II. Deposit Guarantee Return – \$ 1,500 USD
- III. Payment of (100%) non-refundable payable upon signing the contract. Failure to pay the deposit could lead to loss of requested item.
- IV. Applications submitted after **October 01, 2022**, must be fully paid for acceptance to participation.
- V. All payments are to be made by Bank Transfer, Credit Card or Cheque Only. Stated below are the bank account details.

Bank Name: **National Bank of Fujairah**

Account Name: **Motion International Exhibitions and Events LLC**

Account Number: **012001758819**

IBAN: **AE110380000012001758819**

Currency Type: **AED**

SWIFT CODE: **NBFUAEAFDXB**

Address: **PO BOX 2979,DUBAI UAE**

Company Stamp:

Name & Signature:

Date:

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Terms & Conditions

Terms & Conditions:

Part one

Under these Conditions, the term 'Exhibitor' means the signatory of the application which includes all employees and/or agents of such; and the term 'Exhibition' means the Gulf International Flowers and Gardens – WARD 2022 and "MOTION" means MOTION INTERNATIONAL EXHIBITIONS & EVENTS'

The Exhibitor location is only confirmed once the complete deposit of the total amount due has been received upon signing of this Contract.

Stand rentals may be paid in US Dollars or UAE Dirhams. All bank charges to be borne by the Exhibitor.

In case of joint venture howsoever described, the Exhibitor is deemed to have obtained the consent of all the co-exhibitor(s) to all the conditions of this Contract. Without prior written consent from MOTION', the Exhibitor is not permitted to share the Space with any undeclared co-exhibitor (s) who has not paid the full participation fee. Should the Exhibitor be permitted to do so, the Exhibitor remains responsible for the Space in its entirety. In the event of a breach of this Contract, both the Exhibitor and the co-exhibitor(s) shall be liable.

1. If the Exhibitor does not pay the balance of the contract price at the prescribed time, MOTION*reserves the right after written notice to the Exhibitor to cancel the booking. In the event, that the Exhibitor cancels the booking after the application is granted, the deposit will be forfeited. Additionally, if cancellation occurs for either reason after the prescribed date for payment of the balance of the contract price, a sum in liquidated damages equivalent thereof will be payable by the Exhibitor to MOTION' in any event. If MOTION' does not receive the payments into its designated bank account by the due date. MOTION' reserves the right to refuse entry to the Exhibitors related representatives, employees and withhold Exhibitor Participation.

2. Applications submitted by the Exhibitor must contain all details of the proposed exhibit and the name of any representation they are entitled to which they want to exhibit with all products and services being mentioned.

3. MOTION' has/have full power to decide how the exhibition layout is designed and applied with full right on its own sole opinion to change any Exhibitor location as Motion deems necessary with the need for any form of approval by the Exhibitor. The Exhibitor shall accept the new allotment of space without any form of objection.

4. Motion is fully responsible and on its own to the Design, Space Allocation of Exhibitors, without any restrictions but, if possible, still taking account Exhibitors wishes if they are deemed possible by Motion, also, the layout of the stand/space itself, as well as the application date submission/registered if necessary. Should an application request a space, but due space was already registered prior by a different entity then Motion will try its best to overburdening Motion, Payment and Date Submission of application will also play role into determine stand final location. If Motion determines an Exhibitor location is final, then said Exhibitor is fully aware of it and will not overburden Motion with unreasonable requests. But Motion will reserve the right to change any Exhibitor location as it deems it necessary for the greater success of the Event/Exhibition.

Part 2

5. Upon the acceptance of the Exhibition Space Contract, a contract shall arise between MOTION and the Exhibitor with regards to space requests/allotted, and a relationship of the licensor and the licensee shall be created between MOTION and the Exhibitor. Not a single item in this Contract shall be constructed as granting the Exhibitor any right, permission, or license to use or exploit the Intellectual Property Rights of MOTION and any of its representatives unless specially granted in written form from MOTION to the Exhibitor. In case of non-payment of any sum due or any breach or non-observance of any of these conditions by the Exhibitor, MOTION reserves 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 MOTION'].

6. The Exhibitor shall occupy the allotted space by 8:00 am on the opening day of the Exhibition. 48 Hours for preparation (November 19, 2022) and 24 hours for disposal (November 25, 2022). In the event of a default due to any cause whatsoever, the Exhibitor shall pay to MOTION' a further sum in liquidated damages equal to the total charge for the space and MOTION has the right to deal with the space in any way it thinks best and has the right to manage the space accordingly at its own discretion.

7. Exhibitor is fully responsible for his allocated space even if display material does not arrive for whatever reason.

8. The Exhibitor is not allowed in any form to sublet, assign, grant any licenses in respect to the space allotted, nor show any other entities advertisements, material unless mentioned as co-exhibitor in the form submitted.

9. Should the Exhibitor withdraw, without prejudice to the rights and remedies of MOTION in respect of any breach of the contract on the part of the Exhibitor, MOTION at its discretion, may allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:

- The Exhibitor must give provide a written notice if the entity decides to withdraw from the Exhibition, If MOTION allows the withdrawal, it will be in written form only, and MOTION reserves the right to resell the stand to another entity.
- Any such notification by MOTION to the Exhibitor will constitute cancellation of the contract subject to the payment by the Exhibitor to MOTION of consideration for release from the contract.
- The amount for such payment will be specified in MOTION's notification to the Exhibitor and will be that amount of the space rental payable under the contract here specified.
- If notice of withdrawal is received before October 01, 2022, the amount of space rent payable is fifty percent (50%).
- If notice of withdrawal is received on or after October 01, 2022, the amount of space rent payable is one hundred percent (100%).
- Upon payment of such amount to MOTION by the Exhibitor (credit being given by MOTION' for all the rentals already paid by the Exhibitor) the contract shall be canceled and neither party shall pay any further claim against the other.

10. The Exhibitor is fully responsible for restoration costs to original condition any part of the stand/structure occupied by them, which is damaged or altered in any way.

Part Three

11. The Exhibitor is not permitted in any shape or form without written consent from MOTION to bring into the Exhibition any form of dangerous material such as Explosives, Radiated, Chemical, Noxious Fumes or any other hazardous material. If the Exhibitor fails to notify MOTION of such material, then Motion reserves the right to legally remove the Exhibitor and all their representatives from the Exhibition with also, informing official entities about such breach. All costs leading from such acts will be fully borne solely by the EXHIBITOR without any effects on MOTION. The Exhibitor will also remove such material immediately at his own cost.
12. The Exhibitor shall hold MOTION safe and harmless from all loss or damage suffered by or arising out of any of default of any servant, agent, employee or subcontractor of the Exhibitor. MOTION' 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 accordance with Clause 28 vi of this Contract.
13. Insurance.
The Exhibitor shall, throughout the duration of the Event, at its own expense, obtain and maintain insurance based on the following:
 - The Exhibitor is required to purchase insurance in the form of Public Liability and Property Insurance for the entire event duration by approved Insurance providers.
 - The complete terms and conditions of the insurance are available in the Exhibitor's Manual which will be handed out.
 - Exhibitors must provide MOTION with a copy of their insurance policy. The Exhibitor's insurance policy should commence at least three (3) three weeks prior to the Event if MOTION considers this necessary.
 - Motion will under no circumstances be liable for any insurance claims including the loss of business.
 - The provisions of this Clause 17 shall not prejudice any liability of the Exhibitor to MOTION' under any other provisions of this Contract.
14. MOTION reserves the right at any time to change, alter, add and amend any conditions it sees, and such changes are final.
15. An Exhibitor Manual will be provided contained information and instructions to the Exhibitor.
16. The Exhibitor is fully aware that any display/advertising material shall be appropriate and follow the common understanding of the Exhibition. It shall be displayed and designed in a proper form and will follow local laws as mentioned in the UAE's laws and regulations. If Motion deems it necessary, it will request from the exhibitor to change/amend it as it sees fit. Once informed the Exhibitor will change immediately.
17. If the Exhibitor commits the act of bankruptcy or if the "limited company" wound up the contract then it shall be void and any money paid to MOTION will be retained and kept by MOTION.
18. If any breach by the Exhibitor happens then MOTION in all cases keep all money paid to it by the Exhibitor and recover any other funds as provided.
19. The following terms and conditions will apply to any sale of advertising space and co-branding in all marketing products/services of the Exhibition (WARD 2022) as well as on the website related to the event. These items will be referred to as PROMOTIONAL TOOLS or PROMOTIONAL ITEMS. Any requests to use/place advertisements in the EXHIBITION (WARD 2022) are considered firm, binding the moment it is registered in the EXHIBITION.

Part Four

- In the event of inconsistency between these general terms and conditions of sale and the terms and conditions of purchase of any advertiser, it is agreed that these terms and conditions of sale shall prevail.
 - The advertiser agrees to provide all documents or offset transparencies necessary for the printing and/or online placement of the advertiser's message within the agreed time. All costs if any shall be borne by the ADVERTISER/EXHIBITOR.
 - The Exhibitor/Advertiser shall fully comply by all rules set by MOTION as per the instruction manual concerning the design and technical aspect.
 - The Exhibitor is aware that there is a minimum of (3) week led time to placement of any advertising material. If the order is canceled, then the 50% down payment made shall be retained by MOTION.
 - The advertiser request shall be fully written in the purchase order. If written information is not applicable then such request cannot be entertained, granted requests shall be made as per available spaces for advertisements. The purchase order shall have a follow up of technical sheet to indicate fully space, form, mode of publication of the proposed advertisement.
 - The visuals/copy of the advertisement such as well as brands and designations shall published under full responsibility of the advertiser. If any inconsistencies do arise, then the advertiser bares all payments for any need to republish the material.
 - The advertiser fully releases MOTION, publisher, printer and third-party entities from any civil/criminal liability that could be incurred from the advertisement that the advertiser requested. The advertiser also releases MOTION, publisher, printer and other entities from any claims asserted by any third party in respect to the advertisement(s) made.
 - No errors made by MOTION, Publisher, printer or any third party in respect to the requested advertisement shall result in the cancelation of the advertisement. Corrections will be made in the new publications when they are made.
 - No claims shall be made on the advertisement unless it is in written within (8) Eight days from the date of publication.
 - A 50% fifty percent down payment shall be made when the purchase order is made, and the rest shall be cleared up upon delivery and tax invoice.
 - All digital content and such not following the Exhibition business ethics shall be subject first to the approval of MOTION.
 - All content that is unethical, provocative, derogatory or of such nature which also does not follow proper local and community laws and guidelines will be rejected and refused for use.
20. During the event and under no circumstance it is allowed for the EXHIBITOR to advertise, organize or display his item/services in actions such as corporate symposiums, product demonstrations, expert talks, press conferences, CME events, product launch, ETC, in the same venue which the event/exhibition (Ward 2022) is being held at. Including other venues, hotels, auditoriums, exhibition centers and others within UAE, (10) Ten Days prior to the event/exhibition (ward 2022), this condition is set prior, during and (10) ten days after the Exhibition has ended. If the Exhibitor does wish to host such an event, then they must apply with all relevant information of the [Type of event, Dates, Audience Attending, Stakeholders and CME accreditations] to MOTION. A minimum of (1) one month prior to the scheduled event. Approval may be granted by MOTION after assessment of the nature of the event. Please, Contact: info@motion-int.com for more information regarding this term and condition.

Part Five

21. Change, Postponement or Cancellation of Exhibition for reason(s) other than Force Majeure.

21.1 The below applies in the occurrences of the following scenarios:

- Change, Postponement of Exhibition Dates and/or Venue, (whichever applicable) for reason(s) other than Force Majeure.
in the event MOTION is unable to organize the exhibition for any cause beyond its reasonable control other than force majeure, where unpredictable events or unforeseen circumstances arise, MOTION on its own sole discretion, reserves the right without any liability to make a reasonable change to the dates (to be decided) and/or venue of the Exhibition, or change of exhibition format, with no further liability, with a notification to the Exhibitor. In the event of a change of dates and/or venue, change of exhibition format, or postponement of Exhibition dates, no refund will be due to Exhibitor but instead, all payments made shall be deferred to the new Event dates. MOTION shall not be liable for any costs, damages, fees, or other expenses of Exhibitor as a result of any such changes. The exhibiting companies shall not be entitled to any claim for damages arising from such change.
- Change of Exhibition Space & Location for reason(s) other than Force Majeure. If MOTION cannot permit the exhibiting company to occupy its space due to causes beyond its reasonable control, MOTION', in its sole discretion upon notice to Exhibitor, has the right to assign to Exhibitor, such other space as it deems appropriate. The Exhibitor agrees to utilize such space under the same provisions of this Contract. The exhibiting companies shall not be entitled to any claim for damages arising from such discretionary change, including loss of business. MOTION will keep any amount paid by the Exhibitor regardless of any changes made in relation to the Exhibition space. Any payments due from the Exhibitor in this regard shall be due in accordance with the payment's terms specified herein in this Contract payment terms.
- In addition to the above point, I and ii, if any such changes are made at any given time and for any reason, this Contract will continue in full force and shall be deemed to apply to the Exhibition's new dates, in the same manner, that they would have been applied to the originally scheduled Exhibition.
- Cancellation of Exhibition for reason(s) other than Force Majeure.
In the event of a cancellation, the below conditions will come into effect in all cases and for whatever reason.
- If MOTION is unable to organize the exhibition for any cause beyond its reasonable control other than force majeure, where unpredictable events or unforeseen circumstances arise such as the Exhibition cannot be organized as originally planned, or any unforeseeable situation which MOTION* considers makes it impossible and inadvisable for the Exhibition to be held, a situation that forces postponements or some percentage of Exhibitors/attendees are unable to attend for any of the reasons stated herein, MOTION' in its sole discretion upon notice to Exhibitor, reserves the right to cancel the Exhibition with no further liability and no refund will be due to Exhibitor. In the event of cancellation of the Exhibition, the exhibiting companies shall not be entitled to any claim for damages arising from such cancellation, including Foss of business, and that MOTION' shall in no event be liable for incidental or consequential damages to exhibiting company arising from or relating to such cancellation. Should exhibiting company's display and/or material arrive after the cancellation, exhibiting company is nevertheless responsible for all logistics cost.
- If the date of the event is postponed to the following year or canceled as it is impracticable for the Exhibition to be held in the current year, this Contract will continue in full force and shall be deemed to apply to the Exhibition's new dates (in order to protect the interests of all stakeholders), in the same manner, that they would have been applied to the originally scheduled Exhibition. For the avoidance of doubt, no term in this Clause 25 shall excuse Exhibitor from the payment of the Fees in accordance with the payment terms stated in this Exhibition Space Contract.

Part Six

22. Postponement, Cancellation of Exhibition, or Change of Exhibition format due to Force Majeure

- Force Majeure.
A Force majeure event shall include without limitation, any of the following events: act of GOD, royal demise, war, venue damage and cancellation, governmental regulations or actions, emergency, accident, fire, earthquake, flood, storm(s), industrial strike or any other act of GOD, including but not limited to health concerns such as outbreaks and pandemics, climatic, political, financial crisis, social situation at local, national or international level.
- Postponement of Exhibition due to Force Majeure.
If a force majeure occur, MOTION has the right to take such action as reasonable under circumstances, to either postpone the event, Relocate the event at any time as it deems fit to alternative dates, where unpredictable events, or unforeseen circumstances arise, which makes it impossible to hold the Exhibition or it carries risks of unrest/disturbance that could impact the organization and smoothness of running the Exhibition, it could affect the security of property and person, which may force postponement(s). In this occurrence, all payments made to the date of the announcement shall be deferred to the new event dates. Any remaining payment from the Exhibitor shall be in accordance with the payment schedule in this Contract.
- Cancellation of Exhibition due to Force Majeure.
In the event MOTION is unable to organize the Exhibition due to a force majeure event as defined in the foregoing clause 26, Motion in its sole discretion upon notice to the Exhibitor, reserves the right to cancel the Exhibition with no further liability and no refund will be due to Exhibitor. Motion bears no liability for the cancellation of the Exhibition for circumstances beyond its control (force majeure) or for the Exhibitors decision not to attend the Exhibition. Should exhibiting company display and his material arrive after cancellation, exhibiting company is still responsible for its material regardless and bear all costs of logistics.
- Change of Exhibition format due to Force Majeure.
In the event MOTION is unable to organize the Exhibition due to force majeure event as defined in the foregoing clause 26, Motion in its sole discretion upon notice to the Exhibitor, reserve the right to change the format of the Exhibition from to physical to virtual with no further liability and no refund will be due to the Exhibitor. Motion bears no liability for the change on the format of the event for circumstances beyond its control.

Part Seven

23. Exclusion of Liability

- Further to the foregoing clause 25 and 26 in no shape or event shall the EXHIBITOR raise any claim for damages of any kind against MOTION. MOTION shall not be responsible for any loss or damage to any item or property of the EXHIBITOR, or any other person caused by THEFT, FIRE, DEFECT in the Exhibition Hall, labor disputes, lockouts, explosions, and cases of force majeure or any cause not within control of MOTION.
- MOTION is not liable to any loss or damage sustained if the exhibition opening or holding is prevented, postponed or abandoned, or if the hall becomes partially or totally unavailable for the holding of the Exhibition due to
- If in the opinion of MOTION by realignment or postponement of the period of the Exhibition or by substitution of another hall, or building or in any other reasonable manner, the Exhibition can be carried out under these conditions and shall be binding upon the parties.
- Without prejudice to Clause 25 & 26, MOTION shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract on grounds of Force Majeure. For the avoidance of doubt, nothing in this Clause 28 shall excuse the Exhibitor from settling its dues mentioned and agreed under this Contract.
- Modification: In no shape or form any amendments, changes additions or modification of the terms in this contract shall be binding/effective upon both parties unless it is written and approved by both official representatives of both parties.
- Severability: In case any term or provision of this contract for any reason be invalid, illegal or impossible to follow in any respect then the provision shall be altered/modified to the minimum extent to make it valid, legal, and possible to enforce. If such modification is not possible then it shall be deleted, and a new condition shall be created by MOTION to create the ability to enforce the requirement. Such condition is only made solely by MOTION and the decision will be final. If any terms are deemed necessary for deletion, then it shall not affect any other condition laid out in the contract.
- Governing Law: This Contract and any other non-contractual obligations that arise out of it, will be governed and construed in accordance with federal laws of the United Arab Emirates and the Emirate of Abu Dhabi. Any dispute will be subjected exclusively to Abu Dhabi Court. If there is any conflict/breach in any terms of this agreement and others between MOTION and the Exhibitor/SPONSOR, then the provision of this agreement shall prevail.

Part Eight

EXHIBITION SPACE OPTIONS & PRICES

A. INDOOR OPEN SPACE – Minimum of 12 m².

Indoor exhibition space will comprise of indoor space marked out to the required dimensions:
no walls and platforms.
electricity is provided.
Height allowed is up to 4 meters: higher is subject for approval and may incur additional charges.
Hanging/Truss points, if requested will incur additional charge.

- \$350 USD/m² + 5% Vat

B. INDOOR SHELL SCHEME – Minimum of 12 m².

A 12 m² Shell Scheme stand comprises the space,
Exhibition Carpet, Walls, 3 Spotlights, One 13A
Socket (220V), Name board (Sticker), Information
Counter, Stool, One Glass Table, Two Chairs, 2
Wall Mounted Rack, and Wastebin. Electricity is provided.

- \$400 USD/m² + 5% Vat

Additional fees:

- Registration - \$ 275.00 USD + 5% Vat
- Deposit Guarantee Return – \$ 1,500 USD
- Additional items and requirements can be requested with corresponding additional fees.

☐ We have read all the above Terms & Conditions of this form and we undertake to observe and to be bound by them.

All Communications should be addressed to:



Company Stamp:

Name & Signature: