

# General Terms and Conditions

## (as of 09 / 2024)

### Part A: Exhibitor Terms and Conditions

### Part B: Terms and Conditions for Sponsorship

### Part A: Exhibitor Terms and Conditions

#### 1. Organiser

The organiser is

Messe Frankfurt Middle East GmbH (Dubai Branch)  
Al Tayer Building  
Sheikh Zayed Road  
Dubai, U.A.E.

Phone: +971 4 389 4500

[www.messefrankfurtme.com](http://www.messefrankfurtme.com)

(hereinafter referred to as “**MFME**”).

#### 2. Registration; Intention to Exhibit

2.1 Any company that wishes to participate in any MFME organised event (each an “**Event**”) as an exhibitor (hereinafter referred to as “**Exhibitor**”), declares its wish to do so by completely filling out the interest form for the relevant Event (the “**Intention Form**”). With the Intention Form, the Exhibitor declares to MFME its sincere interest in participating in the Event as an Exhibitor.

2.2 The Intention Form is valid for the Event in the time period specified. The submission of an Intention Form does not guarantee participation.

#### 3. Stand Space Proposal and Changes to the Proposed Stand Position

3.1 Following receipt of the Intention Form, MFME may – subject to availability - provide the Exhibitor with a proposal for stand space (the “**Stand Space Proposal**”).

3.2 The Stand Space Proposal may take into account the association of the registered exhibits and their product groups; MFME will determine in which product group the Exhibitor will be classified in.

#### 4. Offer to Participate; Company Information

4.1 Following the Exhibitor's acceptance of the relevant Stand Space Proposal, MFME will provide the Exhibitor with a booking form that – once accepted by both parties – shall form the contractual basis of the Exhibitor participating at the Event (the “**Booking Form**”).

4.2 Receipt of the Booking Form requires the written consent of the Exhibitor within the response time set. The Exhibitor's acceptance of the relevant Booking Form represents the contractual offer that the Exhibitor cannot unilaterally withdraw from after its receipt by MFME. The mere acceptance by the Exhibitor of the Booking Form shall not be binding on MFME without MFME's acceptance (see Clause 6 below).

4.3 The company, the details of which are mentioned in the Booking Form, will be considered the Exhibitor for the purposes of the contract with MFME.

- 4.4 By sending the Booking Form, the Exhibitor declares its agreement to receive electronic invoices from MFME, in the format used by MFME.
- 4.5 After submitting the Booking Form, the Exhibitor will provide MFME with the Exhibitor's VAT registration number or other applicable tax number, as well as the Exhibitor's trade license. This VAT registration number or other applicable tax number will also be deemed to apply to all future transactions.
- 4.6 MFME is not liable for consequences or damages that may arise directly or indirectly from false, misleading, inaccurate or incomplete information in the Booking Form, or based on any other details received from the Exhibitor. It reserves the right to refuse inadequate, incomplete or late Booking Form forms.
- 4.7 By submitting the acceptance of the Booking Form the Exhibitor acknowledges these Exhibitor Terms and Conditions, as well as the house rules of MFME and Dubai World Trade Center ("**DWTC**") and the Technical Manual (as defined in Clause 8.2 below) as legally binding, all of which are accessible via an Exhibitor portal maintained by MFME (the "**Exhibitor Portal**").
- 4.8 MFME decides on the participation of the Exhibitor at its sole discretion. Taking into account the space available it has provided for the Event and the purpose and structure of the Event, MFME has the right not to allow Exhibitors to participate. The Exhibitor cannot rely on participation in past Events. Companies that have not fulfilled their financial obligations to MFME from previous Events, or have violated the house rules of MFME, DWTC, or other special event provisions by MFME during previous Events, may be excluded from admission. The Exhibitor has no claim for damages.
- 4.9 Manufacturers whose products to be exhibited correspond to the commodity groups of the Event are authorised to participate as Exhibitors. The same applies to trade publishers with the appropriate subject matter. Other companies will be approved by MFME to participate, provided their exhibits constitute an inherent supplement to the scope of products on show.
- 4.10 The Exhibitor undertakes to provide MFME with all of the relevant information required regarding its company and the products to be exhibited. The Exhibitor must specify at least one category in the Booking Form.
- 4.11 Should the Exhibitor want to display several approved product groups on a stand, it must designate one of the groups as the main product group. Should the Exhibitor's range of products or the composition of its product range not comply with the details submitted, MFME is entitled, at short notice if needs be, to exclude the Exhibitor from taking part in the Event.
- 4.12 Depending on the nature of the Event, software and services shall likewise be classified as suitable for a trade fair presentation alongside the products to be displayed (exhibits, merchandise, goods, product groups, exhibition goods and exhibition articles).
- 4.13 MFME will determine the composition of sectors and product groups for the Event and their weighting, and is entitled to consider the composition of the Exhibitor in respect of international origin, corporate structure, economic level and other objective features as part of participation approval. It is not bound by decisions taken in the past regarding previous Events.
- 4.14 MFME is entitled to grant temporary admission of Exhibitors if it has a substantial interest in measures referred to in Clause 4.13 above due to special circumstances.
- 4.15 MFME is entitled to refuse the participation of companies which have acquired corporate values such as names or trademarks of former Exhibitors. This does not apply in the event of legal succession.

## **5. Co-Exhibitors / Joint Stand Organiser**

- 5.1 Participants sharing a stand (referred to as “**Co-Exhibitors**”) may also be permitted to attend the Events.
- 5.2 Co-Exhibitors are Exhibitors with their own personnel and offering their own products at a joint exhibition stand rented by a joint stand organiser.
- 5.3 Co-Exhibitors are subject to the same conditions of participation as the joint stand organiser. The joint stand organiser is obliged to incorporate these Exhibitor Terms and Conditions into the contract it draws up with any participants it is sharing a stand with. The confirmation of participation is sent exclusively to the joint stand organiser in the case of the award of joint stands. The joint stand organiser will then be the sole contracting partner of MFME.
- 5.4 Joint stand organisers will be charged one Co-Exhibitor fee for each of their participants sharing a stand. The Co-Exhibitor fee follows the respectively valid rate card. This fee is inclusive of the obligatory Media Package fee as per Clause 13; it is up to the joint stand organizer whether it will pass on the cost to the participants sharing a stand.
- 5.5 Self-exhibiting joint stand organisers are also permitted.
- 5.6 The inclusion of Co-Exhibitors without the consent of MFME entitles MFME to terminate the Booking Form with the joint stand organiser without notice, and to clear the stand at the joint stand organiser’s cost. In this case, the joint stand organiser remains liable for full payment of the stand rental fee or the complete stand package price, i.e. no refund will be made.

## **6. Conclusion of the Booking Form; Subsequent Changes**

- 6.1 Upon written confirmation of the Booking Form by MFME, a corresponding agreement is deemed concluded between the Exhibitor and MFME.
- 6.2 The Booking Form is valid for the specified period.
- 6.3 MFME’s confirmation of a Booking Form assumes that all outstanding debts owed to MFME against the Exhibitor have been settled in full. Confirmations of Booking Forms that have been issued despite overdue outstanding bills are subject to the condition that these debts are being settled immediately upon receipt of the confirmation of the relevant Booking Form. The same applies to any amounts outstanding to other entities of the Messe Frankfurt group of companies.
- 6.4 If these outstanding bills are not settled immediately, MFME is entitled to rescind the Booking Form and to reallocate the space.
- 6.5 Confirmation of a relevant Booking Form for new Exhibitors is issued under the condition that the stand rental fee or any complete stand package costs are received by the cut-off date (Clause 10.5, 10.6 below); otherwise, MFME is entitled to terminate the Booking Form and to reallocate the space. New Exhibitors are Exhibitors who have not participated in the previous corresponding Event.
- 6.6 The Booking Form applies only to registered Exhibitors, or respectively to the joint stand organiser and the participants sharing a stand. Moreover, it is not allowed to assign the confirmed stand wholly, partially or free of charge to third parties, to sublet it, or to include or represent other companies on the stand. Stands may only be exchanged or Booking Forms transferred to a different contracting partner in justified exceptional cases, such as in cases of export promotion, and requires the prior written consent of MFME.
- 6.7 In case of breach, MFME is entitled to terminate the Booking Form without notice and to have the stand cleared at the Exhibitor’s expense; the Exhibitor shall remain obliged to pay the full stand rental fee or complete stand package price and there shall be no (partial) refund of the same.

- 6.8 MFME is entitled, even after the Booking Form is concluded, to make changes in the allocation of space, especially to the Exhibitor's stand location, type and size, insofar as this is necessary for reasons of security, or public order or as changes in the allocation of space are required for a more favourable strategic Event direction.
- 6.9 The Booking Form is only valid for the products listed in the Booking Form and approved by MFME. Only these products may be exhibited. MFME is entitled to exclude exhibits from admission or presentation that do not meet the standards set by their Event objectives at any time. If the Exhibitor wishes to alter its exhibition program, it is obliged to register newly added, and / or omitted products in sufficient time prior to the Event for approval by MFME so that it can carry out the necessary checks. For periods of less than two months, MFME can no longer guarantee the required examination and the related admission.
- 6.10 If the Exhibitor changes its product range or the composition from that stated in the Booking Form without the consent of MFME, MFME is entitled to terminate the Booking Form without further notice. No claims for damages by the Exhibitor against MFME may be derived from this. The Exhibitor remains liable for full payment of the stand rental fee or the complete stand package price, i.e. no refund will be made.

## 7. Exhibitor's Responsibility

The Exhibitor assumes full responsibility for its actions and omissions, as well as for actions and omissions of third parties connected to the Exhibitor, as well as invitees of the Exhibitor. Furthermore, the Exhibitor is responsible for its appointed suppliers, its stand as a whole, including stand fitting and displays, and any other material brought to the venue where the Event is taking place. The Exhibitor shall also comply and cause its connected third parties as well as its invitees to comply with all valid regulations and orders of MFME and DWTC.

## 8. Use of the Stand, Liability for Non-attendance or Reduction in Stand Area, Fixed Expense Allowance

- 8.1 The Exhibitor is obliged to use the stand during the contractual period in accordance with these Exhibitor Terms and Conditions and to staff it sufficiently during the Event opening times (compulsory presence). Each Exhibitor is required to attach a sign to its stand with the name and location of its company, as specified in the Booking Form. Moreover, the Exhibitor is obliged to use the stand in compliance with the acceptance criteria and in a way suited to stand size and the exhibits on show. MFME is entitled to verify this.
- 8.2 Access to the Exhibitor Portal will be issued to each Exhibitor containing detailed instructions for the organisation of the Event, the technical manual concerning stand construction guidelines (the "**Technical Manual**"), as well as options to book additional services which are offered by other members of the Messe Frankfurt group or by their service providers.
- 8.3 The Exhibitor has the opportunity to design a two-storey stand, if structurally feasible and permitted. The stand rental fee for the second level space follows the respectively valid rate card and shall be invoiced after the end of the event, as well as options to book additional services through various service providers.
- 8.4 By booking a stand package offered through the service provider DXB Live, exhibitors automatically agree to the Terms & Conditions of DXB Live. The Terms & Conditions of DXB Live are available in the Exhibitor Portal, along with detailed information about the respective stand package.
- 8.5 Exhibitors must submit their stand design to MFME for an initial review via the Exhibitor Portal. MFME will review the submission and may provide feedback requiring modifications. Once the design is finalized and accepted by MFME, it will be forwarded to DWTC for final approval. A fee for reviewing the stand design, as mandated by DWTC's Terms & Conditions, will be applicable and charged directly to the Exhibitor by DWTC. MFME assumes no responsibility should the design be rejected by DWTC, and any subsequent submissions may incur additional fees.

- 8.6 No exhibits may be removed before the end of the Event without prior written permission of MFME, which will only be granted under exceptional circumstances. All exhibits and stand fitting materials must be removed from the Event venue within the specified period, and the Exhibitor is not permitted to enter, store, or conduct any work at the Event venue before the designated period set by MFME. The Exhibitor will compensate MFME for any expenses incurred through failing to comply with this condition.
- 8.7 MFME reserves the right to make an additional charge to the Exhibitor equal to any amount charged to MFME for any services supplied whether specifically ordered or not. MFME accepts no responsibility for breakdown or failure of any the services provided for or in connection with the Event.
- 8.8 The Exhibitor is prohibited from collecting any charge or fee for admission to the Event unless expressly permitted in writing by MFME and in accordance with any conditions imposed.
- 8.9 If the Exhibitor cancels its participation in the Event or does not take part in the Event, for whatever reason, or reduces the original stand size, MFME is entitled to reallocate this stand area.
- 8.10 The notice of cancellation or the notification to reduce the original stand space must be made in writing. Any notifications about reducing area that are only made verbally are ineffective. If MFME approves the cancellation, MFME will inform the Exhibitor of its decision in writing. Any such notification by MFME to the Exhibitor will constitute a cancellation of the Booking Form and be subject to payment by the Exhibitor to MFME of an amount calculated as per Clause 8.11 below.
- 8.11 The amount referred to in Clause 8.10 above will be specified in MFME's notification to the Exhibitor, and will be dependent on both, the time the notification of cancellation has been received and the proportion of the total stand space that is being cancelled. The amount will be calculated as set out in the Booking Form.
- 8.12 Upon payment of such amount to MFME by the Exhibitor (credit being given by MFME for all rental already paid by the Exhibitor), the Booking Form shall be cancelled and neither party shall have any further claim against the other resulting from the Booking Form.

## **9. Compulsory Attendance and Exhibits**

- 9.1 The Exhibitor must occupy the space allotted to it by 8:00AM on the day prior to the first day of the opening of the Event. In the event of default for whatever reason, the Exhibitor shall pay to MFME, as liquidated damages, a sum equal to the total charge for the booked stand space. MFME reserves the right to reallocate unoccupied stand space in any way it sees fit.
- 9.2 The stand shall be equipped during the duration of the Event with the exhibition products specified and approved in the Booking Form. It is not allowed to exchange exhibits for different exhibition samples.
- 9.3 Exhibited items may not be covered during the opening times.
- 9.4 Mainly brand-new products or unique items are to be exhibited. The manufacturing of products on the stand is only allowed with the special permission of MFME.
- 9.5 For the demonstration of machines, apparatus, equipment, instruments, etc., the provisions for the installation and demonstration of machinery and equipment are to be observed (see Technical Manual within the Exhibitor Portal) along with any other special provisions.
- 9.6 If these obligations are breached, Clause 6.10 above shall apply accordingly.

## **10. Payment, Cancellation Due to Non-Payment and Insolvency, Right of Lien**

- 10.1 As consideration for the right to participate in the Event and to use the exhibition space, the Exhibitor must pay MFME the stand rental fee or complete stand package price.

- 10.2 Prices valid for the Event are stated in the corresponding rate card in the relevant Booking Form.
- 10.3 The cost of services and other ancillary costs are not included in the stand rental fee / complete stand package price.
- 10.4 The Exhibitor will be sent an invoice for the stand rental fee / complete stand package price. All prices are excluding applicable taxes.
- 10.5 The invoice payment terms are set out in the Booking Form.
- 10.6 Complaints regarding invoices must be raised in writing within a preclusive period of fourteen (14) days after receipt.
- 10.7 Offsetting unrecognised bills or claims against MFME is not permitted.
- 10.8 The Exhibitor is obliged to inform MFME immediately in the event of insolvency proceedings or if the Exhibitor is unable to pay at any point of time during the term of the Booking Form.
- 10.9 MFME is entitled to terminate the Booking Form by registered letter to the last known address of the Exhibitor, without giving notice and without prejudice to the further liability of the Exhibitor for the full stand rental fee or complete stand package price, if insolvency proceedings relating to the Exhibitor have been started or the Exhibitor has suspended payment or the stand rental fee / complete stand package price has not been or has only partially been paid by the payment deadline.
- 10.10 After receipt of termination, MFME may otherwise dispose of the exhibition space in question. In the case of the Exhibitor being subject to insolvency proceedings, MFME can deny admission to future Events. The Exhibitor shall have no claims for damages against MFME.
- 10.11 For all of the outstanding Exhibitor's obligations, MFME is entitled to a lien on the stand equipment and Exhibitor's exhibition goods. MFME can auction the seized property one month after written notice of intention or, if there is a market for it, sell it, if the commitment is not fulfilled within the prescribed period. MFME is not liable for damage to or loss of the goods.

## **11. Event Times, Relocation and Changes in Event Length**

- 11.1 The duration of the Event is specified in the Booking Form. Opening times for Exhibitors and visitors depend on the respective Event. Presence at the Event venue is not permitted outside these times.
- 11.2 Set dates are available to the Exhibitor before the start and after the end of the Event for stand construction and dismantling. There are additional costs for setting up and dismantling work outside of this period, which is only allowed in exceptional circumstances and only with the prior consent of MFME in writing. MFME reserves the right to change the contractual set-up and dismantling periods at short notice, as long as it has a substantial interest in such measures because of special circumstances. No right to the claim of damages exists.
- 11.3 MFME is entitled to relocate the Event locally and/or temporally by up to seven (7) days before or after the originally planned date, as well as to change the duration of the Event and / or the opening times, as long as it has a substantial interest in such measures because of special circumstances. In the event of such a relocation of the Event or a change in the duration of the Event, the Exhibitor Agreement is deemed to have been concluded for the new time and / or venue. This does not give rise to a right of withdrawal. Claims for damages cannot be asserted from this.

## 12. Postponing the Event, or cancelling it in advance or mid-way through, due to Force Majeure

- 12.1 If the Event cannot take place due to force majeure or similar events, MFME shall cancel or reschedule it. If the Event is rescheduled, MFME shall make the Exhibitor a new contract offer.
- 12.2 Both contracting parties will be relieved from the contractual obligation insofar as the service is not possible as a result of force majeure or similar events or cannot be reasonably expected in view of the totality of circumstances. Force majeure denotes an external, unforeseeable event for which no operational connection can be demonstrated, and which could not have been prevented, even with the highest level of care that could reasonably be expected. A case of force majeure exists, in particular, in the event of natural disasters (such as earthquakes), war, attacks by terrorists, epidemics, pandemics, travel restrictions, governmental directives, prohibitions, embargoes, raw material shortages, and lack of transport options. A similar event is any circumstance that is outside of the controllable sphere of influence of the contracting parties and is also not preventable or foreseeable with the highest level of care that can reasonably be expected. Such an event is present in particular with forms of industrial action and when there are other operational interruptions or disruptions for which the respective contracting party cannot be held responsible.
- 12.3 MFME shall refund any payments that have already been made for stand rental or complete stand packages. Each contracting party shall pay all other expenses that party has incurred. Claims for damages by the contracting parties for non-performance, in particular damages due to lost profit, shall be excluded insofar as the non-performance is due to force majeure or similar events.
- 12.4 If the Event must be cancelled after it has begun due to force majeure or similar events, both contracting parties will be released from their obligation to perform from that time forward. The regulations of Clause 12.3 above apply.

## 13. Obligatory Media Package

- 13.1 By accepting the Booking Form, the Exhibitor undertakes to purchase the obligatory MFME media package (the “**Media Package**”). This is required to ensure Exhibitors and their products have optimal visibility and can be found easily, and therefore to give their customers and visitors to the Event a comprehensive range of information sources. The obligatory Media Package is invoiced with the stand rental fee / complete stand package invoice.
- 13.2 If the Exhibitor exhibits at several stands during one Event, one obligatory media package will be charged per stand. Prices are determined according to the respective Event.
- 13.3 Joint stand organisers will be charged one obligatory Media Package for each of their participants sharing a stand which is part of the Co-Exhibitor fee as per Clause 5.4; it is up to the joint stand organizer whether it will pass on the cost to the participants sharing a stand.
- 13.4 The obligatory Media Package includes the following, **if available for the respective Event**:
- Publication of the company data:
- in the Exhibitor search on the Event website, at the information counters in the exhibition centre, in the mobile application (app) and in the print medium;
  - in the market directory of the Messe Frankfurt industry website associated with the Event website;
  - on the digital Event platform for networking and matchmaking; and
  - in the interactive exhibition hall and centre map.
- 13.5 Some services of the obligatory Media Package are offered by other members of the Messe Frankfurt group or by their service providers and the Exhibitor will be informed separately of possible additional services and add-ons.

- 13.6 The Exhibitor receives access to the Media Package Manager (“**MPM**”) as part of its obligatory Media Package; required data can be entered, uploaded and changed there. Information will also be provided on the input process and the submission deadline for the Event.
- 13.7 If no, or only incomplete, information / materials are submitted by the submission deadline, the basic data (name, address, contact details) provided by the Exhibitor upon registering for the Event in question will be used. Furthermore, MFME is entitled to use information and materials submitted by the Exhibitor for any previous Event within the context of the obligatory Media Package. MFME accepts no liability for these being up to date, correct or complete. MFME is entitled to forward personal and company-related data collected from the Exhibitor for the purpose of entries, in accordance with the obligatory Media Package, to its affiliated companies and its or their service providers. Furthermore, this data may be stored and, if necessary, used again for a new Event.
- 13.8 The Exhibitor hereby consents to receiving requests from third parties on the basis of an entry, in accordance with Clause 13.4 above, via this system or by e-mail. MFME does not verify these requests and assumes no liability for these; in particular, it shall not be held liable for third party handling of Exhibitor information. The Exhibitor may use the data received through third party requests only for contractual or pre-contractual communication. Usage for the purpose of sending unwanted advertising / spam is not permitted.
- 13.9 The obligatory Media Package contains an Event-specific number of text fields, logos and pictures for the company details, product groups and products, references to brands, social media links, as well as other documents such as press releases, job offers, and brochures. pictures and texts. Product-specific information and materials are only permitted if the products are also exhibited at the Event. Price information is not permitted. The requirements stipulated by MFME (e.g. type, arrangement, number of characters, resolution, etc.) must be observed.
- 13.10 The information and materials submitted and uploaded by the Exhibitor must not breach applicable law and in particular must not infringe upon third party rights. In this context, special care must be taken to ensure that the Exhibitor holds the corresponding usage rights for all texts, pictures, brands, trademarks, and licenses, and that the use of third-party brands as a search term without the relevant permission is forbidden. The Exhibitor shall indemnify MFME and its affiliated companies, upon first request, against all third-party claims that may be asserted against these in connection with the illegality of his information and / or materials. The release from liability also includes the reimbursement of costs incurred through prosecution / legal defence and, if necessary, also through use of patent attorneys.
- 13.11 MFME does not verify the Exhibitor's information and materials in regard to their legality. If MFME is informed of any possible rights infringement in the Exhibitor's information or materials and thus its appearance in MFME media it will fulfil its verification obligations. If, following legal examination of the factual and legal situation, MFME comes to the conclusion that there has been an infringement of rights, it can suspend all obligatory Media Package services concerned and block the Exhibitor in the media concerned. A price reduction or reimbursement of costs are not justified by this; claims for damages are excluded. The same shall apply if MFME is informed through a court decision of an infringement of rights in the Exhibitor's information or materials.
- 13.12 If a court subsequently comes to a different conclusion than that of MFME within the context of its verification obligation, or if a court decision regarding an infringement of rights by the Exhibitor is overturned by a later court decision, the Exhibitor is not entitled to assert a claim for price reduction, reimbursement of costs or damages against MFME either.
- 13.13 Only Event-related exhibition goods may be advertised as part of the obligatory Media Package. In particular the following advertising measures are not permitted in the MPM:



- Third-party advertising; and
- Advertising or references to products or services that compete with Messe Frankfurt Group's service offerings, such as other trade fairs or exhibitions, in particular those that are to be regarded as competitive events.

13.14 MFME has the right to delete inadmissibly uploaded or inadmissibly exercised advertising from the MPM without hearing the Exhibitor and without resorting to legal assistance. In the event of repeated uploading of unauthorised material, MFME is entitled to block the MPM access for the Exhibitor or to exclude it from the online presence.

#### **14. Visitor Authorisation**

14.1 Trade buyers and other trade visitors will be admitted as Event visitors. MFME is entitled to carry out appropriate checks at the entrance and to refuse entry to visitors who are not appropriate to the aim of the Event.

14.2 MFME can declare the Event to be completely or partially open to the general public.

#### **15. Sales Activities, Prohibition of Counter Sales, Termination without Notice in the Event of Breach of Duty**

15.1 The Exhibitor may accept general orders and orders from specialist trade buyers who can identify themselves as such and enter into contracts for execution outside of the Event. This also applies to exhibits which are to be delivered after the Event ends.

15.2 Price labelling is not permitted on stands, on exhibits, in the trade fair catalogue or on advertising material.

15.3 Sales that do not serve the commercial purposes of the buyer are not permitted. This also applies to non-industry buyers, even if it involves the conclusion of contracts for execution after the Event. This applies particularly when the Event is open to the general public.

15.4 Violations of Clauses 15.2 and 15.3 above shall entitle MFME to demand the full stand rental fee / the full complete stand package price, and to immediately close the stand without prejudice to the continued liability of the Exhibitor. The Exhibitor has no claim for damages.

15.5 MFME is entitled to carry out all necessary checks, including checks of persons and their belongings, within the exhibition grounds and at the exits.

#### **16. Advertising**

16.1 The inside area of the stand is available to the Exhibitor for promotional purposes only for the display of its own exhibition goods.

16.2 MFME may issue regulations for the design of the outer surfaces of the stands with respect to the overall presentation of the Event.

16.3 The implementation of promotional activities outside the stand is not permitted, neither in the exhibition grounds nor in their immediate vicinity. This also includes the use of persons as advertising and the distribution or placement of advertising material of any kind, such as brochures, posters, stickers, etc., in the aisles, in the exhibition centre, in the immediate vicinity of the exhibition grounds and the exhibition car parks. It is also prohibited to carry out surveys, tests, competitions, prize draws and competitions outside of the stand. This does not include test surveys from MFME.

16.4 The following advertising measures are not allowed within the stands without the expressed approval with MFME:

- advertising measures which violate the relevant laws and regulations, technical regulations or standards of public decency;
  - which include ideological or political themes;
  - which cause disturbance to other Exhibitors, such as noise or visual disturbance (flashing lights, scrolling text, sound systems, etc.), create dust, soil the floor, etc.;
  - disrupt visitor flow, especially if they cause congestion in the aisles, thereby affecting the Event schedule;
  - including the decoration of stands with flags, pennants, banners, and similar items;
  - the exhibition of live animals;
  - third-party advertising and references to suppliers, customers and other companies;
  - publicity for other fairs and exhibitions which are considered to be competitive events; or
  - which violate the regulatory requirements and arrangements, in particular those of the fire department.
- 16.5 In exceptional cases, balloons are allowed to be used within the stands, if they are filled with safety gas and have prior approval from MFME and the technical Event management team. For demonstrations, only approved safety materials and demonstration devices approved by MFME in writing may be used.
- 16.6 MFME and/or DWTC will monitor compliance with these provisions when inspecting the Event. The written approval of MFME and/or DWTC must be kept ready for presentation by the Exhibitor during the acceptance inspection of the stand.
- 16.7 The use of the MFME trade show logo or the Event logo requires the prior written approval of MFME.
- 16.8 The distribution of printed press material from the Exhibitor is to be made exclusively by the press department of MFME. Documents must be sent in good time to MFME, with the corresponding number of copies.
- 16.9 The distribution of press material by the Exhibitor is only permitted at its own press conferences, within the stand or at the official MFME Media Center.
- 16.10 The use of computer information systems (e.g., web stream, live ticker) in the stands, from which data can be sent or retrieved on the current Event is only permitted with the prior written approval of MFME.
- 16.11 Presentations which involve acoustic reproduction exclusively through headphones are permitted without cabins if they are arranged inside the stand so that other Exhibitors are not disturbed and visitors not hindered in the aisles.
- 16.12 The use of monitors or video walls is permitted if the distance to the aisles is at least two meters, if this space may be used without restriction by the viewers, and if other Exhibitors are not disturbed or other visitors are not hindered.
- 16.13 The Exhibitor is obliged to pay in full all applicable license and other fees and expenses (e.g. collecting society tariffs, artists' social security fund, foreign resident tax) incurred for any musical or other performances it presents, and using any type of sound or image carrier.
- 16.14 If the Exhibitor fails to register or pay any applicable license and other fees and expenses, it indemnifies MFME from any claims by third parties that may be made as a result of the Exhibitor's negligence.
- 16.15 MFME has the right to remove any unauthorised advertising or stop any advertising methods without consulting the Exhibitor and without resorting to legal assistance, and to remove this at the Exhibitor's expense.

## **17. Audio and Video Recordings**

- 17.1 MFME has authorised exhibition photographers and videographers who can be identified by their official MFME identity card to make recordings for the Exhibitor. If the Exhibitor wants to use its own or commission other photographers / videographers to make recordings outside official opening times, the consent of MFME must be obtained informally no later than three (3) weeks before the Event begins.
- 17.2 The Exhibitor hereby grants MFME or its delegates permission to record the Exhibitor's likeness, voice, stand, or exhibited objects, within the scope of the Event, including the Exhibitor's company logos displayed at the Event or trademarks protected by the Exhibitor; and to use those recordings in any known and unknown manner in all media, anytime, anywhere and at no charge; and to use, process, duplicate, disseminate, display, publicise, or archive such recordings, including in processed form, in part or in full, for editorial reporting, or for marketing or advertising purposes for the Event and MFME, either non-commercially or commercially.

## **18. Design Protection and the Fight Against Piracy**

- 18.1 The Exhibitor makes a binding and irrevocable declaration that the products exhibited by it are its own creation or that they are admissible copies or imitations of other suppliers or other third parties. The Exhibitor also undertakes to respect the privileged property rights of third parties. If any such infringement of property rights is brought to the Exhibitor's attention in an orderly manner while participating in the Event, the Exhibitor undertakes in advance to remove the affected products from the stand.
- 18.2 The Exhibitor explicitly acknowledges that MFME is entitled to exclude the Exhibitor from further participation in the current or future events without any refund of the stand rental fee or complete stand package costs upon breaching this obligation and the requirements being met in accordance with Clause 18.1 above.

## **19. Exclusion of Exhibitors**

- 19.1 If, through a legal decision by a relevant court (judgment, decision), an Exhibitor has been prohibited from offering products and services or from making advertising presentations of the same and if the Exhibitor refuses to comply with the legal decision and to cease offering products and services or making an advertising presentation on its exhibition stand, MFME can exclude the Exhibitor from the current Event and / or from future events, as long as the legal decision has not been set aside in a subsequent decision by a court of appeal. In this case, there will be no refund of the stand rental fee / complete stand package costs (in whole or in part). MFME is not obliged to check the correctness of the legal decision. There is no legal right to exclusion of the Exhibitor affected by the legal decision.
- 19.2 If a legal decision in accordance with Clause 19.1 above should be set aside at a later date by a court of appeal, the Exhibitor correctly excluded on the basis of the earlier legal decision has no right to damages from MFME.
- 19.3 Furthermore, MFME is entitled to exclude an Exhibitor from the current Event if the Exhibitor breaches the domiciliary rights of MFME or DWTC or there are other grounds that justify instant termination of the stand rental agreement. In this case, there will be no refund of the stand rental fee / complete stand package costs (in whole or in part).

## **20. Liability**

- 20.1 MFME will assume unlimited liability for any damage sustained by the Exhibitor only if such damage was caused by MFME's intentional or grossly negligent conduct. In case of slightly negligent breaches of duty, MFME will be liable only in case of breach of one of its essential contractual obligations (cardinal obligations). Cardinal obligations are contractual obligations, the very fulfilment of which is deemed to be necessary for due and careful performance of the Booking Form and on the observance of which the contracting party does and may regularly rely on. In this case, the liability of MFME will be limited to the

predictable, direct damage to the Exhibitor that is typical for this type of contract. This also applies to breaches of duty by legal representatives and/or vicarious agents of MFME. Liability due to culpable injury of life, limb and health shall remain unaffected by this limitation of liability.

- 20.2 MFME does not assume any responsibility for content, data or information provided by the Exhibitors and all liability in connection with any of the above is excluded. In particular, MFME does not guarantee that this content is applicable, fulfils a specific purpose or could be used for said purpose.
- 20.3 Without prejudice to the provisions of Clauses 20.1 and 20.2 above, MFME excludes liability for the following damages:
- financial losses;
  - damage caused by fire, water or explosion, violent attacks, storms or other forms of force majeure;
  - damage due to theft, burglary;
  - disruption / damage due to extreme weather-related circumstances as well as disruptions to the supply systems (ventilation/ air conditioning, water) caused by these conditions;
  - damage as a result of failure to comply with the safety provisions in accordance with Clause 21 below;
  - damage caused by public traffic (in particular by Event visitors, other Exhibitors, their representatives or employees of MFME);
  - damages due to loss of profit, loss of turnover, loss of use or loss of data; and
  - reimbursement or damages in connection with the Exhibitor's inability to use the services.
- 20.4 MFME must be notified in writing (e.g. by e-mail) of any damages immediately.
- 20.5 The Exhibitor alone shall be responsible for obtaining all required visas for its staff and agents, as well as customs clearance for its products or services.
- 20.6 The Exhibitor alone shall be responsible for the cost of restoring to its original condition any part of the Event venue occupied by it.
- 20.7 The Exhibitor shall hold MFME harmless from any and all loss or damage suffered by MFME or arising from any act or default of any servant, agent, employee or subcontractor of the Exhibitor.
- 20.8 The Exhibitor alone shall be responsible for its stand, staff members and visitors to its stand and shall obtain, at its own cost, insurance coverage in this respect.
- 21. Safety, Accident Prevention, Exhibitors' Obligations to Ensure Traffic Safety and Other Statutory and Regulatory Provisions**
- 21.1 The Exhibitor is obliged to comply with all statutory, regulatory, professional association and other applicable accident prevention regulations and other safety regulations during construction and dismantling and throughout the duration of the Event. This includes the safety regulations and technical guidelines issued by MFME.
- 21.2 The police, fire, emergency services, law enforcement officials as well as representatives of MFME are to be granted access to the stands at any point of time. Their instructions are to be followed.
- 21.3 MFME is entitled at any time to ensure compliance with the safety regulations. It is authorised to order the immediate rectification of a situation which does not conform to regulations at the expense of the Exhibitor and to prohibit at all times any operation which is against regulations.
- 21.4 MFME can stop the operation of machinery, equipment and similar facilities at any time and prohibit renewed operation when it believes such operation constitutes a hazard or if other Exhibitors or visitors are disturbed or harassed. The decision of MFME is final.

- 21.5 The Exhibitor undertakes to observe public emergency regulations, e.g., smog directives, emergency laws, etc.
- 21.6 The Exhibitor is liable for all culpably caused personal injury, property damage and financial loss caused by its stand construction and dismantling, stand equipment, exhibition goods and their operation or by its staff or representatives.
- 21.7 The Exhibitor bears the duty to maintain safety for the exhibition stand it has set up and / or is using. This is particularly true in regard to stand and fire safety at the Exhibitor's special and evening events.
- 21.8 If local trade and sanitary permits are required, they must be obtained by the Exhibitor in time for the Event and kept at the stand.
- 21.9 The Exhibitor is responsible for compliance with all applicable food regulations and veterinary matters even regarding samples distributed for free.
- 21.10 The delivery of food and beverages by the Exhibitor for remuneration is generally not permitted (see also Clause 15.3 above).
- 21.11 Abrasive cutting work and all work with an open flame including welding, cutting, soldering, thawing and grinding work must be notified to MFME before starting work. The work may only begin after approval and granting of a permit. During the work, the environment is to be sufficiently shielded from any danger.

## **22. Insurance**

- 22.1 The Exhibitor is responsible for the stand space, stand equipment and all exhibition articles it has leased.
- 22.2 MFME will not bear the insurance risk. MFME recommends that the Exhibitor takes out adequate insurance coverage. Third party insurance offerings are available on the Exhibitor Portal. Any insurance contract is concluded directly between the Exhibitor and the insurance companies.

## **23. Stand Security**

MFME does not provide stand security. The Exhibitor is free to have its products and stand equipment guarded during Event times (opening and closing time), and during the construction and dismantling period. A special, paid third-party security service is available on the online Exhibitor Portal.

## **24. Anticorruption**

- 24.1 The Exhibitor undertakes to counteract all forms of corruption. In particular, the Exhibitor will not offer or grant subsidies and/or other advantages to the officers, employees and/or directors of MFME, including their relatives, either itself or through a third party, in exchange for preferential competitive treatment or for carrying out or refraining from a particular act. The same applies to third parties, in particular public authorities.
- 24.2 In case of infringement, MFME is entitled to extraordinary termination of the Exhibitor Agreement without notice. Claims for damages remain reserved.

## **25. Assertion of Claims**

Exhibitors' claims must be made no later than 14 days after the end of the Event, in writing to MFME. Claims made later will not be considered and will lapse (exclusion period).

## 26. **Written Form, Conflicting Third-party Purchasing or Order Conditions, Place of Performance and Jurisdiction, Applicable Law**

- 26.1 MFME reserves the right to require all amendments and supplements to these Exhibitor Terms and Conditions or derogations to be in writing. Oral agreements must be confirmed in writing by MFME to be valid.
- 26.2 Regulations contained in the Exhibitor's purchasing or order conditions that contradict the agreements of these Exhibitor Terms and Conditions, technical guidelines, event-specific special provisions or the house rules of MFME or DWTC, are ineffective if MFME has not explicitly acknowledged in writing the Exhibitor's individual deviations.
- 26.3 The parties' relationship, and any disputes arising out of it, shall be governed by and construed in accordance with the laws of the United Arab Emirates.
- 26.4 Any dispute arising out of or in connection with these Exhibitor Terms and Conditions, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre (DIFC). For disputes under 1,000,000 AED in value, the parties agree to exclusively hear the matter in the Small Claims Tribunal at the DIFC Courts.
- 26.5 If any provision of these conditions should be invalid, such invalidity shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid provisions with valid provisions that correspond to the economic purpose of the ineffective provisions.

## **Part B: Terms and Conditions of Sponsorship**

### **1. General**

- 1.1 The following Terms and Conditions of Sponsorship apply in all instances where an Exhibitor or third party (each a "**Client**") makes use of MFME's Event sponsorship opportunities. Unless described differently in any booking form for sponsorship (each a "**Sponsorship Booking Form**"), the Event sponsorship opportunities usually consist of branding options for the Client, both onsite and online.
- 1.2 Terms defined in the Exhibitor Terms and Conditions (Part A of the General Terms and Conditions) shall have the same meaning in these Terms and Conditions of Sponsorship.
- 1.3 "**Sponsorship Media**" within the meaning of these Terms and Conditions of Sponsorship include onsite advertising opportunities for the relevant Event at the exhibition grounds (indoors and outdoors), such as mega posters, advertising towers, flags, decorative showcases, slim boxes and promotion areas, as well as online advertising opportunities in MFME's online media (e.g. the Event website, the digital Event platform, the Event app), such as online banners, videos on demand and web sessions for the relevant Event.
- 1.4 By placing an order for Sponsorship Media, the Client accepts these Terms and Conditions of Sponsorship. These Terms and Conditions of Sponsorship shall apply exclusively and without exceptions. Any terms or conditions of the Client contrary to or deviating from these Terms and Conditions of Sponsorship shall not be recognised unless MFME has expressly agreed to them in writing.
- 1.5 In the context of these Terms and Conditions of Sponsorship, the term „in writing“ shall include not only documents with a handwritten signature but also unsigned text in the form of e-mails, faxes and online forms.

## 2. Ordering

- 2.1 Bookings for Sponsorship Media are made via the Sponsorship Booking Form, a signed original of which shall be submitted by the Client to MFME. Submission of such signed original of a Sponsorship Booking Form shall be considered an offer by the Client to MFME to conclude a contract with respect to Sponsorship Media in-line with the terms set out in the Sponsorship Booking Form.
- 2.2 An agreement between the Client and MFME on the terms as set out in the Sponsorship Booking Form shall be concluded and binding on both parties once MFME confirms the Sponsorship Booking Form to the Client in writing (at which point the Sponsorship Booking Form shall be referred to as “**Sponsorship Agreement**”).
- 2.3 Subsequent verbal agreements and amendments to the Sponsorship Agreement shall only become legally binding upon express written confirmation by MFME.
- 2.4 Only those exhibition goods may be advertised by means of the Sponsorship Media that are related to the relevant Event in question.
- 2.5 Media Files (as defined in clause 3.1.3 below) submitted by the Client must not contain any references to products or services that compete with the services offered by the Messe Frankfurt group of companies or MFME in particular.
- 2.6 Sponsorship Media containing pricing information is not permissible.
- 2.7 Without prior approval of MFME in writing the Client shall not be authorised to sublet, or in any other way make available, Sponsorship Media to third parties who are not Exhibitors at the Event.

## 3. Provision/term of the Sponsorship Media

- 3.1 Detailed specifications of the scope of services for the Sponsorship Media in question are listed in the brochures describing the onsite and online Sponsorship Media available for the relevant Event and in the data sheet for the Sponsorship Media in question.
- 3.2 The onsite Sponsorship Media on the exhibition grounds are provided for the duration of the Event in question; an extension requires written approval by MFME.
- 3.3 Minor changes or variations to the location of onsite Sponsorship Media that are necessary for organizational purposes shall not require the Client's permission.
- 3.4 The production, setting-up and dismantling of the onsite Sponsorship Media will be carried out exclusively by or on behalf of MFME once the requisite data has been provided by the Client.
- 3.5 Promotional and special forms of Sponsorship Media require the approval of MFME.
- 3.6 Rented advertising space for Sponsorship Media may only be used for advertising purposes and not as active exhibition space.
- 3.7 Sponsorship Media produced by MFME or provided by the Client for display onsite will be disposed of by MFME after the last day of the Event.
- 3.8 Display of the online Sponsorship Media on the Exhibitor and product search pages for the Event will cease no later than when the Exhibitor and product search pages are updated for the following Event. The time of updating and going online is determined by MFME in MFME's sole discretion.

- 3.9 In the case of online Sponsorship Media on the Event app and in the Event app (such as online banners), the start of the term shall be agreed with the Client. Generally, the display of the Sponsorship Media will commence four weeks before and end four weeks after the Event.
- 3.10 In the case of Sponsorship Media in the form of newsletter banners, there is a one-off placement of the banner in a single issue of the newsletter devoted to the relevant Event. The Client will be given appropriate advance notice of the date when the newsletter is to be sent out.
- 3.11 The term for Sponsorship Media in the form of ticket banners begins with the opening of the online ticketing for the relevant Event and ends on the last day of such Event.
- 3.12 The term of Sponsorship Media on the digital platform of the Event in question (such as video on demand, web sessions) shall be agreed with the Client. It shall be based on when the digital Event platform goes online and when it closes down. The times of going online and closing down of the digital Event platform shall be determined by MFME in its sole discretion.
- 3.1.3 A prerequisite for the timely appearance of online Sponsorship Media on the Event website, in the app, newsletter, ticket shop and digital Event platform is the timely transmission by the Client to MFME of all required Sponsorship Media related media files (graphic files, texts, logos) in accordance with the specifications (the “**Media Files**”). Once the Client has provided MFME with the Media Files, it may take up to five working days for the Sponsorship Media to appear online.
- 3.14 MFME commissions external service partners for Client support and the production of Sponsorship Media.

#### **4. Media Files to be provided by the Client**

- 4.1 The Media Files must be submitted to MFME no later than by the deadline specified in the Sponsorship Agreement. The Media Files must contain ready to print artwork in a high-resolution format, such as Adobe Illustrator, pdf or eps files.
- 4.2 The Client shall be solely responsible for the accuracy and admissibility of the information contained in the Media Files. The Client shall hold MFME harmless in respect of any and all third-party claims pertaining to its provision of the Media Files to MFME.
- 4.3 The content of all Media Files / Sponsorship Media is subject to the Dubai World Trade Center’s (“**DWTC**”) prior approval which approval is in the sole discretion of DWTC.
- 4.4 If the Client fails to provide the Media Files before the deadline, MFME alone shall determine at its sole discretion whether the Sponsorship Media can still be finalized on time for the relevant Event. If so, MFME will grant the Client a suitable grace period for submission. If additional expenses are incurred by MFME due to the late transmission of the Media Files, these shall be borne by the Client. If it is not possible to grant a period of grace or if the Client also fails to meet the new deadline, MFME shall be entitled to retain or invoice the payment for the Sponsorship Media as set out in the Sponsorship Agreement.
- 4.5 The Client shall inform MFME in writing of any requested changes to the Media Files already submitted by the Client, so that the technical feasibility of implementing the desired changes and the amount of any additional costs involved can be assessed. Any additional costs incurred by MFME as a result of the changes shall be borne by the Client.
- 4.6 The Client shall be responsible for ensuring that all statements made and Media Files delivered to MFME are correct, complete and legally admissible.
- 4.7 The use of third-party intellectual property requires such third party’s consent, which consent shall be deemed to have been obtained when the Sponsorship Booking Form is being submitted by the Client.



Should the rights of third parties, in particular copyrights, trademarks or similar rights be infringed in the carrying out of the order, the Client shall be solely liable. In this context, the Client shall indemnify MFME against all claims by third parties based on any such infringement on first demand. The indemnity shall also include the reimbursement of any costs MFME incurs in the course either of bringing an appropriate action or of defending against an action brought by others.

- 4.8 The physical Sponsorship Media included but not limited to banners, stickers, flags, panels and signage shall become the property of MFME.

## **5. Removal of Sponsorship Media due to violation of rights**

- 5.1 MFME does not examine the lawfulness of the Client's information and Media Files. If MFME learns of a possible violation of rights caused by the Client submitted Media Files and thus in the presentation of such Media Files in the Sponsorship Media, MFME will investigate the matter. If, after a legal examination of the factual and legal situation, MFME in its sole discretion concludes that there has been a violation of law, MFME may dismantle all the onsite Sponsorship Media concerned on the fairground and cease publication of the online Sponsorship Media concerned. This shall not constitute grounds for a price reduction nor for any reimbursement of costs; claims for damages are excluded. The same shall apply if MFME is informed of a violation of rights in the Client's Media Files by a court decision.
- 5.2 If a court subsequently comes to a different conclusion to that reached by MFME in the performance of its duty to investigate, or if a court decision concerning a Client's violation of rights is overturned by a subsequent court decision, the Client is likewise not entitled to assert a claim for price reduction, reimbursement of costs or damages against MFME.

## **6. Prices, terms of payment**

- 6.1 All prices for Sponsorship Media are set out in the Sponsorship Agreement. The total amount of fees includes the production, installation and dismantling of Sponsorship Media for the specified Event or contract period.
- 6.2 All prices mentioned in the Sponsorship Agreement are exclusive of value added tax.
- 6.3 MFME's Sponsorship Media related invoices are payable immediately upon receipt. MFME reserves the right not to provide any Sponsorship Media related services until having been paid by the Client in full.
- 6.4 Payments shall be made exclusively to the MFME bank account mentioned in the invoice, quoting the invoice and Client numbers.
- 6.5 Information required for invoicing, such as the recipient of the service, invoice address, VAT ID, order number, etc., must be provided by the Client at the time the Sponsorship Booking Form is being submitted.
- 6.6 In the event of insolvency proceedings or insolvency of the Client during the term of the Sponsorship Agreement, the Client shall be obliged to inform MFME immediately. MFME shall be entitled to terminate the Sponsorship Agreement in writing and with immediate effect if insolvency proceedings against the Client have been applied for or commenced.

## **7. Cancellations / Termination**

- 7.1 The Client shall have the right to cancel an order for Sponsorship Media. Cancellation requests received by MFME more than four (4) months prior to the Event shall attract a cancellation fee of fifty percent (50%) of the Fee agreed upon in the Sponsorship Agreement for the relevant Sponsorship Media (the "**Fee**"). Cancellation requests received by MFME less than four (4) months prior to the relevant Event shall attract a cancellation that is equal to the Fee (100%).

- 7.2 Production costs already incurred at the time of cancellation shall be borne by the Client. Cancellations shall not be permissible where online Sponsorship Media have been published.
- 7.3 All cancellations shall be made in writing in order to be effective.
- 7.4 MFME reserves the right to terminate the Sponsorship Agreement unilaterally if – according to the best judgment of MFME – the Media Files submitted by the Client infringe laws or official regulations, if publication is unacceptable for MFME, or if the Client is in default of a payment due for previous or ongoing orders.
- 7.5 MFME shall further be entitled to terminate the Sponsorship Agreement unilaterally if the Client is in breach of any of the clauses 2.5 to 2.7.

## **8. Force majeure**

- 8.1 Neither party shall be liable to perform any of its contractual obligations if and to the extent that performance of such obligation is not possible as a result of force majeure. Force majeure shall be defined as an external, unforeseeable event outside of either party's control. A case of force majeure exists, in particular, in the event of natural disasters (e.g., earthquakes, storm and floods), war, terrorist attacks, epidemics, pandemics, travel restrictions, administrative orders and bans/prohibitions, embargoes, raw material shortages, and lack of transport options. Force majeure shall include all events that are outside of the controllable sphere of influence of the parties and are also not preventable or foreseeable with the highest level of care that can reasonably be expected. Such an event is present in particular with forms of industrial action and when there are other operational interruptions or disruptions for which the respective party is not responsible.
- 8.2. If an obligation cannot be performed due to force majeure or similar event, then each party shall be responsible for its own costs incurred up to this point. Claims for damages by the parties for non-performance, in particular damages due to lost profit, shall be excluded insofar as the non-performance is due to force majeure or similar events.

## **9. Warranty**

- 9.1 MFME reserves the right to insignificant deviations in the dimensions, shapes and colours specified in the advertising brochures/data sheets for onsite Sponsorship Media; these shall not be regarded as defects. MFME acknowledges and agrees that it will not alter any of the Client's registered trademarks as such.
- 9.2 Obvious defects in the onsite Sponsorship Media provided must be reported to MFME by the Client in writing without delay (by 8 a.m. on the first day of the Event at the latest). Complaints received after this time will not be considered by MFME; the Sponsorship Media provided shall then be deemed to have been approved and rectification of defects shall be excluded. In the event of justified complaints about the onsite Sponsorship Media, the Client shall be entitled to demand rectification from MFME. Where no rectification of the defect is possible the Client may demand a reduction in price at a level to be determined by MFME in its reasonable, but sole discretion.
- 9.3 Obvious defects in the presentation of the online Sponsorship Media in MFME's online media must be reported to MFME in writing without delay (within 24 hours of the Sponsorship Media in question going live). Complaints received after this time shall not be considered by MFME; the Sponsorship Media provided shall then be deemed to have been approved and any rectification of defects shall be excluded. In the event of justified complaints about the online Sponsorship Media, the Client shall be entitled to demand rectification from MFME. Where no rectification of the defect is possible the Client may demand a reduction in price at a level to be determined by MFME in its reasonable, but sole discretion.

## **10. Liability**

- 10.1 For any claim in any way related to the subject matter of the Sponsorship Agreement, either party shall be entitled to recover actual, direct, provable damages only.
- 10.2 In no event shall either party be liable for any indirect, incidental, special, consequential or similar or additional damages incurred or suffered by the respective other party, including Loss, arising out of or in connection to the Sponsorship Agreement, even if the concerned party has been advised or is aware of the possibility of such damages.
- 10.3 Liability of MFME is limited to an amount equivalent to the amount actually paid by the Client for Sponsorship Media in accordance with the Sponsorship Agreement.
- 10.4 The above limitations of liability do not apply in events where liability cannot be excluded as per the applicable laws.
- 10.5 In the case of the provision of onsite Sponsorship Media, MFME accepts no liability for the loss or theft of, or damage caused by vandalism or weather to, the onsite Sponsorship Media provided on the exhibition site or any items brought onto the site by the Client. MFME reserves the right to dismantle onsite Sponsorship Media (outdoor) in advance in order to avert the risk of weather-related damage.
- 10.6 In the case of the provision of online Sponsorship Media, MFME will not accept any liability for the unavailability of the online Sponsorship Media or other digital playback platforms due to malfunctions or transmission failures.

## **11. Site regulations**

The site regulations of DWTC and of MFME apply to the provision of onsite Sponsorship Media.

## **12. Written Form, Place of Performance and Jurisdiction, Applicable Law**

- 12.1 MFME reserves the right to require all amendments and supplements to these Terms and Conditions of Sponsorship or derogations to be in writing. Oral agreements must be confirmed in writing by MFME to be valid.
- 12.2 The parties' relationship, and any disputes arising out of it, shall be governed by and construed in accordance with the laws of the United Arab Emirates.
- 12.3 Any dispute arising out of or in connection with these Terms and Conditions of Sponsorship, including any question regarding their validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre (DIFC). For disputes under 1,000,000 AED in value, the parties agree to exclusively hear the matter in the Small Claims Tribunal at the DIFC Courts.
- 12.4 If any provision of these Terms and Conditions of Sponsorship should be invalid, such invalidity shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid provisions with valid provisions that correspond to the economic purpose of the ineffective provisions.