



# PARTICIPATION CONTRACT

Reed Sunaidi Exhibitions  
 Reed Sunaidi Exhibitions LLC  
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12 - 15 November 2017  
 Jeddah Centre for Forums and Events  
 Jeddah, Kingdom of Saudi Arabia

## EXHIBITOR

Company name: .....  
 Address: .....  
 City: ..... Country: .....  
 Tel: ..... Fax: ..... E-mail: .....  
 Contact person to whom correspondence should be addressed: ..... Website: .....  
 Name: ..... Position: .....

## INVOICING ADDRESS (if different from above)

Company name: .....  
 Address: .....  
 City: ..... Country: .....  
 Tel: ..... Fax: ..... E-mail: .....  
 Contact person to whom correspondence should be addressed: ..... Website: .....  
 Name: ..... Position: .....

## BUSINESS ACTIVITIES

- Manufacturer     Regional Distributor     National / Local Distributor     Import / Export     Retail     Service Provider

## PRODUCT GROUP OR SECTOR:

- National or regional pavilion     Confectionary, Biscuits and Pastry     Grocery     Fruit and Vegetables  
 Seafood Products     Frozen Products     Fresh prepared food products, Ready to eat     Meat  
 Poultry and Game     Dairy Products, Eggs     Beverages     Gourmet Products  
 Organic Products     Health food     Food technology and packaging     Bakery  
 Restaurant     Preserved Products     Other please specify .....

## EXHIBITING BRANDS

## PARTICIPATION

STAND NUMBER.....

Standard Location	
Space Only – A / USD 468/sqm	\$468 / sqm X .....sqm = .....
Space Only – B / USD 433/sqm	\$433 / sqm X .....sqm = .....
Space Only – C / USD 404/sqm	\$404 / sqm X .....sqm = .....
Stand Packages	
Traditional build wooden Shell Stand Basic (1 table, 3 chairs, 1 counter, 1 plastic waste bin)	\$70 / sqm X .....sqm = .....
Traditional build wooden Upgraded Shell Stand (1 table, 3 chairs, 1 counter, 3 shelves, 1 country flag, 1 plastic waste bin)	\$83 / sqm X .....sqm = .....
<b>Registration Fee</b> (Includes administration, online promotion, printed catalogue, operations & electricity)	\$412 *Mandatory
<b>Co-Exhibitor Registration Fee</b>	\$400
<b>Advertisement - A.</b> Double Page = USD 2,200 <b>B.</b> Full Page = USD 1,400 <b>C.</b> Half Page = USD 1,000 <b>D.</b> Back Cover = USD 2,200	\$ 2,200 X... + \$ 1,400 X... + \$ 1,000 X... + \$ 2,200 = .....
<b>TOTAL</b>	USD .....

## PAYMENT TERMS

- **First installment upon signature: 50% of the total amount.**
- **Final installment by September 21<sup>st</sup> 2017: 50% of the total amount.**

## METHOD PAYMET

By **bank transfer** to the bank details set below. Payment by transfer must state on the transfer order: "Settlement at no cost to the payee."

**Beneficiary name:** REED SUNAIDI EXHIBITIONS CO. LTD

**Account number:** 036 373 579 080

**Bank name & address:** SABB

**SWIFT:** SABB SARI

**IBAN:** SA12 45000000036373579080

## EXHIBITOR'S DECLARATION

For the avoidance of doubt, reference to Exhibitor within this declaration and within the Terms & Conditions shall include reference to all their Co-Exhibitors. In case of withdrawal, all sums paid or remaining to be paid are due to the organizer. (Article 6 of the Terms & Conditions)  
 Exhibitors are to carry insurance to cover materials against damage and loss and public liability insurance against injury to the person and property of others. By signing the contract the exhibitor confirms their request for occupancy  
 I, the undersigned, declare that I am aware of the Terms & Conditions of Foodex Saudi, that I possess a copy thereof, and that I accept, without reservation, all its clauses.  
 I, the undersigned, renounce any legal recourse against the managing company of the premises in which the trade show takes place against the organizer or any other exhibitor, and against any party acting for the previously cited persons.

Signature & stamp of Exhibiting Company (compulsory)

Name: .....
Date: / /

Signature of Organizer

Name: .....
Date: / /

# TERMS & CONDITIONS

## Article 1 – General Regulations for Exhibitions

General specifications concerning the organization of the Exhibition, in particular its opening and closing dates, its location, its opening hours and admission price are decided and may be modified according to the will of the organiser. In the event of an extension, exhibitors who so request, may be authorized to close their stands on the date initially agreed, but they may not remove products on display nor change the appearance of the stand before the date fixed by the Exhibition organiser. If for major, unpredictable or economic reasons, the Exhibition cannot be held, exhibitors' applications will be cancelled and sums available, after payment of expenses incurred, will be distributed between the exhibitors, pro rata to the sums deposited by each of them. The exhibitor shall undertake to respect, and make respected, the measures of the Exhibitor's Handbook. The exhibitor is responsible to the organiser for non-observance of the schedule of conditions established by the owner or the main tenant of the site placed at the disposal of the Exhibition organiser. The organiser is not liable for any consequences arising from the enforcement of the provisions of these general regulations.

## Article 2 – Conditions for participation

The organiser determines the categories of exhibitors and establishes the list of products and/or services exhibited. An exhibitor may present only equipment, products, processes or services manufactured or designed by himself, or for which he is an agent or distributor; in the latter case, he must attach to his application, the list of brands whose products he intends to exhibit or whose services he intends to present. After consideration, the organiser may exclude products and/or services which do not appear to correspond to the aim of the Exhibition, or allow the presentation of products and/or services which do not appear on the list but which may be of benefit to the Exhibition. In pursuance of the regulation concerning authorized exhibitions, an exhibitor agrees to exhibit only products or equipment in conformity with KSA regulations, except for products or equipment destined for use exclusively outside KSA territory. Moreover, any exhibitor agrees not to proceed with any advertising liable to induce into error or to constitute unfair competition.

## Article 3 – Applications

Any person wishing to exhibit must present an application of participation to the organiser. Unless the organiser does not accept the applications, the submission thereof shall be a binding and irrevocable undertaking to pay the full price of the stand hire and associated costs.

## Article 4 – Control of admissions

The organiser is not obliged to justify his decisions concerning applications. In the event that participation is refused, any sums paid by the party having presented an application of participation will be refunded, after deduction of administrative expenses incurred by the organiser and which remain due to him. The same provision applies to a party having presented an application of participation placed on the waiting list, to whom a stand cannot be allocated for lack of available space when the Exhibition opens. Acceptance of the application is confirmed by the reply from the organiser to the exhibitor. This reply may be in the form of an invoice addressed to the exhibitor. Despite initial acceptance by the organiser and even after allocation of a stand, an application of participation from an exhibitor whose affairs are, for whatever reason, administered by, or with the assistance of a trustee in bankruptcy, is null and void. This applies particularly to any application by a company filing a petition in bankruptcy between the date of the application and the Exhibition opening date. However, where a company is authorized by a court to continue its operations, the organiser may, of his will, decide to maintain the application.

## Article 5 – Assignment/Sub-letting

Without the organiser's prior consent in writing, an exhibitor shall not transfer, sublet or share, with or without payment, all or part of his concession within the Exhibition. Nevertheless, several exhibitors may be granted joint authorization to make a group presentation, providing each of them should submit a prior request for the approval to the organiser and sign an application for joint-participation.

## Article 6 – Withdrawal

In the event of withdrawal or non-occupation of the stand for whatever reason any sums paid and/or due in whole or in part towards the hire of the stand, shall be retained by the organiser, even if the stand is let again to another exhibitor. An exhibitor shall be deemed to have withdrawn if, for any reason whatsoever he should fail to take possession of his stand 24 hours before the day on which the Exhibition is due to open. The organiser may therefore dispose of the defaulting exhibitor's stand and the latter shall have no right to claim a refund or compensation, even if the stand is allocated to another exhibitor.

## Article 7 – Price

The price of stands is decided by the organiser and may be revised by the organiser if there is a modification to its components, including but not limited to variations in the cost of materials, labour, transportation and services as well as tax and social charges.

## Article 8 – Payment conditions

Payment for hire of the stand and other associated costs is to be made by the settlement dates and by methods fixed by the organiser and notified to the exhibitor in the Exhibition information package. For any late application of participation, the first payment is equal to amounts already due at the date of receipt of the application. The same provision applies to exhibitors on the waiting list who are allocated a stand which becomes vacant.

## Article 9 – Deductions

All payments to be made to the organiser shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of

any nature now or hereafter imposed by any governmental, fiscal or other authority. If the exhibitor is compelled to make any such deduction, then the sum payable to the organiser will be increased by the amount necessary to ensure receipt of the organizer of the full amount.

## Article 10 – Failure to pay

If an exhibitor should fail to pay on due dates and by the specifications stipulated in the preceding article, the organiser shall be entitled to apply the conditions contained in article 6 'Withdrawal'. Debt-collection costs shall be payable by the debtor.

## Article 11 – Allocation of Stands

The organiser establishes the layout of the Exhibition and allocates sites at his free will, taking into account as far as possible, the wishes expressed by the exhibitor, the nature of the products and/or services which he is presenting, the layout of the stand he proposes to install as well as, if necessary, the date on which the application was registered and the exhibitor's seniority in applying to the exhibition. The organiser may modify the size and layout of the area requested by the exhibitor. Such modification shall not entitle the exhibitor to unilaterally terminate his engagement to participate. An exhibitor is notified of the location of the stand allocated to him by means of a layout. This layout gives the characteristics of the stand as precisely as possible. Where possible, it is the exhibitor's responsibility to verify the conformity of the layout before setting up his stand. The organiser is not liable for any difference between the characteristics given on the layout and the actual measurements of the stand. The layout shows the general layout of the other stands surrounding the site allocated. These indications, valid on the date, the layout is drawn up, are given for information only and are liable to modifications which may not be able to be communicated to the exhibitor. Any claim concerning the location set out in the layout must be presented within one week. After this time limit, the location proposed shall be deemed accepted by the exhibitor. Under no circumstances can the organiser reserve a specific location, nor book such a location for the next Exhibition. Furthermore, participation in previous Exhibitions shall not confer any right to a particular location nor confer any priority in the allocations.

## Article 12 – Installation and decoration of stands

Stand installation is in accordance with the plans drawn up by the organiser. Subject to the organiser's prior consent in writing, exhibitors may a build split level stand provided the conditions set out in Exhibitor's Handbook are complied with. Regulations concerning the construction of such stands are available from the organiser on request. Exhibitors are responsible for the specific decoration of their own stands. They shall comply with safety regulations be issued by the public authorities and adhere to the general layout for decoration and signage drawn up by the organiser. The organiser decides the specifications of how visual information is displayed and the conditions governing the use of all sound, light or audio-visual techniques, as well as the conditions under which all shows, attractions promotional activities, surveys or opinion polls may be carried out within the confines of the Exhibition. In the same way, the organizer decides on the conditions in which photography or sound recording is authorized within the confines of the Exhibition. The organiser reserves the right to require that any fitting detrimental to the general appearance of the Exhibition, to neighbouring exhibitors or the public, or which does not conform to the layout and model submitted for his prior approval, shall be removed or modified. The organiser may withdraw an authorization already given in the event of hindrance caused to neighbouring exhibitors, to circulation or to the running of the Exhibition.

## Article 13 – De-installation

The organiser declines all responsibility for structures or installations built by exhibitors. Exhibitors shall accept and leave the sites as delivered, and shall be liable for any damage, in particular to venue halls and venue equipment, caused by themselves or by their installations, equipment or goods.

## Article 14 – Assembly and dismantling

The organiser determines the programme for erection and installation of the stands prior to the opening of the Exhibition. He also fixes dates and time for dismantling the stands, and removing equipment, materials and products as well as de-installation of the site at the end of the Exhibition. With regard in particular to the dismantling and removal of stands and de-installation of the site, the organiser may complete tasks which have not been carried out by the exhibitor within the deadlines, for which the exhibitor accepts all costs and risks. If an exhibitor should fail to vacate the site in due time, the organiser shall be entitled to charge penalties and damages.

## Article 15 – Specific authorizations

Any installation of machines, equipment or structures which cannot be carried out without using space allocated to another exhibitor may only be done with the authorization of the organiser and on the date fixed by him.

## Article 16 – Goods

Each exhibitor must provide for transport and reception of goods sent to him. He must act in accordance with the organiser's instructions concerning the delivery and dispatch of goods, particularly with regard to vehicle circulation within the confines of the Exhibition. Under no circumstances shall products and materials brought to the Exhibition, leave the Exhibition until it has ended.

## Article 17 – Cleaning

Each stand must be cleaned in accordance with the conditions and during the times notified by the organiser to the exhibitor.

## Article 18 – Fluids

Connections to electricity, telephone, water and compressed air mains are charged as stated in the Exhibitor's Handbook. Exhibitors must request connection within the time limits specified and within the technical possibilities offered by the exhibition site. Any request concerning these services must be addressed to the

distributor designated on the appropriate forms made available to exhibitors.

## Article 19 – Visa

Obtaining a visa involves receiving a letter of invitation or a visa number from Saudi Arabia to enter the Kingdom. The exhibitor shall provide needed information within the timeframe specified for the organiser to obtain the visa number or letter of invitation. The organiser shall make best endeavours to obtain the exhibitor's visa number or letter of invitation (where applicable) that will be sent to the Exhibitor. It is the responsibility of each exhibitor to do the necessary visa formalities at the Embassy of Saudi Arabia or Consulate in their respective country of residence. The organiser cannot be held responsible for any delay in obtaining the visa number or letter of invitation, visa rejection or for any difficulties arising during the visa formalities.

## Article 20 – Customs

It is the responsibility of each exhibitor to complete customs formalities for equipment and products arriving from abroad. The organiser cannot be held responsible for any difficulties arising during these formalities.

## Article 21 – Intellectual Property Rights

The exhibitor ensures the Organiser that he has obtained all Intellectual Property Rights held in equipment or products/ creation/ trademark which he exhibits or permission for this exhibition. The organiser will accept no responsibility in this regard. The exhibitor allows the organiser as a favour to reproduce and utilize equipment or products/ creation/trade mark which he exhibits, in all the communication tools of the trade show (Internet web site show's official catalogue, invitations, plan, promotional video, newsletter, newspaper, tv or internet etc.) and all tools used to promote the exhibition. The exhibitor ensures the organiser that he has obtained permission for the above uses. The organiser will accept no responsibility in this regard (pictures and any content taken to be published online, in press or television).

## Article 22 – Catalogues

The organiser reserves the exclusive right to publish and sell the catalogue of exhibitors, together with the advertising which appears in the catalogue. He may subcontract all or part of this right. The information necessary for the writing of the catalogue is furnished by the Exhibitors who are responsible for all information they supply for entry in the catalogue. The organiser cannot be held responsible for any omissions or errors in reproduction or composition or any other mistakes which may occur. The organiser reserves the right to modify, remove or group entries wherever he judges this to be useful as well as to refuse an entry to or modify texts for paid advertisements if they may cause harm to other exhibitors.

## Article 23 – Exhibitors passes

Exhibitors passes giving right of entry to the Exhibition, subject to the conditions fixed by the organiser, are issued to exhibitors. Unused Exhibitors' passes may neither be returned nor reimbursed after the organiser has issued them against payment.

## Article 24 – Invitation cards

Invitation cards intended for visitors whom the exhibitors wish to invite are issued to exhibitors subject to the conditions fixed by the organiser. Cards which remain unused may neither be returned nor reimbursed after the organiser has issued them against payment. Only passes, invitation cards and entrance tickets issued by the organiser give right of entry to the Exhibition.

## Article 25 – Safety

The exhibitor shall undertake to respect all safety measures imposed by administrative or legal authorities, as well as any safety measures which may be taken by the organiser. The organiser reserves the right to verify that these measures are respected. Surveillance is carried out under the control of the organiser; his decisions concerning the application of safety regulations must be implemented immediately.

## Article 26 – Application of the regulations

Any violation of the provisions of the present regulations or internal regulations issued by the organiser may result in the exclusion of the offending exhibitor even without prior warning. This applies, specifically, to non-conformity of stand fittings, failure to comply with safety regulations, failure to occupy the stand, display of products which do not conform to those stated in the initial application. An indemnity is then due from the exhibitor as damages and as reparation for moral or material harm suffered by the Exhibition. This indemnity is at least equal to the sum still due by the exhibitor to the organiser, without prejudice to any additional damages which may be demanded. The organiser requires, in this respect, the right to retain exhibited products and furniture or articles of display belonging to the exhibitor.

## Article 27 – Modification of the regulations

The organiser reserves the right to give a ruling on all cases not provided for within the present regulations and to add new provisions whenever he believes this to be necessary.

## Article 28 – Dispute

In the event of a dispute, the exhibitor undertakes to submit his claim to the organiser before taking any other action. The exhibitor formally agrees that any legal action undertaken in less than fifteen days from the date of this submission is declared inadmissible. In the event of dispute, the KSA parts alone are competent and the Arabic version of this text will be referred to.

## Article 29 – Governing law and Jurisdiction

This agreement shall be governed by, and construed in accordance with, the law of the KSA. Each of the parties hereto hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the KSA for all purposes in relation to this agreement and waives any objections on the ground of venue or forum non-convenience or on similar grounds.