

10th ALGERIA Electricity & Water Expo

December 2-4 2019, Algiers, Algeria

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Sales Contract

Company/Organization Name: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Products or Services to be Exhibited

Please List the contact person for correspondence:

Name: _____

Position: _____

Phone: _____ Fax: _____

Email: _____

SPONSORSHIP & EXHIBIT OPPORTUNITIES

	ITEM	QTY	US\$	TOTAL
SPONSORS	Presidential Sponsor		29,995	
	Iridium Sponsor		19,995	
	Platinum Sponsor		14,995	
	Gold Sponsor		8,995	
	Exhibitor & Attendee		6,850	
	Single A5 Advertisement, "To be inserted in the exhibition bags, Maximum paper substance 120 GSM"		3,950	
MERCHANDISE SPONSORSHIP	Portfolios		5,850	
	Pens		1,500	
	Lanyards/Badge Holder		5,500	
	Name Badge Inserts		5,500	
	Notepad		6,500	
			TOTAL	

> We enclose here with a check as deposit covering 100% of the total fee payable to New-Fields Exhibitions.

Please note: This document when signed by an Exhibitor constitutes a binding legal agreement. The Exhibitor agrees that upon receiving of this application and contract by New-Fields, with or without appropriate payment, this application and contract shall become a legally binding contract; enforceable against the Exhibitor in accordance with its terms. By the above signature, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Exhibitor. The Exhibitor agrees to be bound by the information and terms on page 1 and the rules and conditions listed in the event's registration and the Rules & Regulations of New-Fields Exhibitions, Inc. (4 pages). Please download from the website. Otherwise, please call us and we will fax or e-mail your copy. Fax copy is accepted and has the same power as an original copy.

SIGNATORY MUST BE AUTHORIZED TO SIGN ON BEHALF OF CONTRACTING ORGANIZATION

Name _____ Position _____ Signature _____ Date ^{DD} ^{MM} ^{YYYY} _____

Produced and Organized

New-Fields Exhibitions
Dubai, UAE
Phone +971.4.268.6870
New-fields.com
Priority Code
NF-AFSS

RULES & REGULATIONS

Application and Contract for an event produced, organized, staged, Co-organized, Co-produced, or Co-staged by New Fields Exhibitions, Inc.

This document contains the terms of the contractual relationship between you, and New Fields Exhibitions, Inc.

It is important that you read these terms and conditions

If this page is not clear, please inform us, and we will e-mail you a copy

Contract for exhibit space, or for attending an event or for speaking, advertising, sponsoring a marketing opportunity or a product or a service provided or covering for media/documentary or attending a networking break/social function at an event produced by New Fields Exhibitions, Inc. (NFE), between the New Fields Exhibitions, Inc. (NFE) (Producer) (Organizer) (Show Management) (Event Organizer) and your Company (Exhibitor). These rules and regulation are part of the signed contract.

In case the event is a Conference(s), Briefing(s), Forum(s), Convention(s), or a Congresse(s) the word Exhibitor in this application and contract will be replaced by a Delegate(s), or Attendee(s) and will have the same meaning and power as a Delegate(s), or Attendee(s) and the words (exhibition), (exhibit space) or (show) will be replaced by Conference(s), Briefing(s), Forum(s), Convention(s), or Congresses(s). Further more, the event could be a copination of both; an exhibition and a conference(s) briefing(s), forum(s), or congress(s) and the applicant could be an Exhibitor and attendee(s) or delgate(s) at the same time to the event(s).

1. REGISTRATION: Registration shall be deemed complete when the application has been received. Via fax or original copy. And fax copies have the same power as originals, except where specified otherwise. The executive of the application is deemed conclusive evidence of the applicant's agreement to pay the fees due to from that moment. The applicant's non cancellable by Applicant who Acknowledges that NFE having incurred expenses as a result of the contract application are not required to refund any of the fees or payments agreed on page 1, for any reason whatsoever and that include the advance payment except as outlined in the cancellation policy.

2. PAYMENTS: All exhibitors must make payments in accordance with the schedule, should be outlined in page 1 and if not outlined ask NFE for the due dates. Make all checks payable to New Fields Exhibitions. Payment is due immediately upon NFE acceptance of this contract. If the name of the exhibiting company is different than the name on the check, indicate it on the check. Under no circumstances will the Exhibitor be permitted to occupy it's exhibit space if full payment has not been received. Any Exhibitor who does not meet all financial obligations when due will be responsible for all outstanding debts and interest at one and one-half percent (1 1/2%) per month, compounded monthly, and any fees or expenses, including, but not limited to attorney's fees of no less than 33.3% of the unpaid principle and interest. Failure to make payments does not cancel exhibitor's liability. Space cancellation notices must be submitted to NFE in writing, and cancellation fees will be owed according to the terms outlined in this application and contract.

3. SPACE REDUCTION: All space reduction requests must be in writing and shall become effective when received by NFE. A fee of 40% of the difference between the cost of the originally assigned exhibit space and the cost of the reduced exhibit space, requested in writing by the Exhibitor, will be charged on any reductions requested after the date NFE accepts the Application and Contract, if received more than 6 months prior to the starting date of the event. The Exhibitor will be responsible for the entire 100% cost of the originally assigned exhibit space contract regardless of any space reduction requests on or before 6 months prior to the starting date of the event.

4. CANCELLATION BY EXHIBITOR: All cancellations must be in writing, return receipt requested and shall become effective when received by NFE. Both the Exhibitor and NFE acknowledge that NFE will sustain substantial losses if the Exhibitor cancels its Application and Contract. Even though NFE will exercise its best efforts to mitigate the damages associated with the Exhibitor cancellation, the parties agree that Producer will nevertheless incur substantial losses that cannot be precisely determined. Due to the difficulty of determining and providing said losses, the Exhibitor agrees to pay the following as liquidated damages if the Exhibitor cancels it's exhibit space on or within the time periods specified below. **Should the Exhibitor cancel all, or part, of the exhibit space contracted for hereunder after the date NFE receive or accepts this Application and Contract, Exhibitor is liable for: a) 70% of the total exhibit space cost if cancellation is made more than 6 months prior to the opening date regardless of the date the application was made, or b) 100% of the total exhibit space cost if canceled on or within 6 months of the starting date of the event, regardless of the date of the application.** All payments made or due to NFE shall be fully earned and non-refundable, in consideration for expenses incurred by NFE and its lost or deferred opportunity to provide exhibit space to others. All cancellation fees that may become due hereunder are acknowledged by the Exhibitor as liquidated damages and are not applicable toward any future NFE sponsored shows or events. NFE will invoice Exhibitor for cancellation fees in excess of payments. Invoices for cancellation fees are due upon receipt. This balance must be paid in full. This CANCELLATION BY EXHIBITOR POLICY will be replaced by the refund/no-refund policy if it's stated on page 1.

5. EXHIBIT SPACE AMENDMENTS: This Application and Contract indicates your original exhibit space assignment. Any changes to your assignment will be indicated to you on a contract addendum form. NFE further reserves the right to move or reallocate exhibitor's booth space to a new location in the interest of a better showing of exhibits, for the betterment of the overall Show or for any other reason deemed necessary by the Producer, this can be exercised any time, and for more than one time, and even during move-in, and without prior notice. Exhibitors will be notified in writing of such movement, if possible. All terms of the contract, including cancellation policy, remain in effect upon such movement of booth space by NFE.

6. VISA & VISITOR'S ENTRY PERMIT: NFE will lend every effort to assist the Exhibitor in obtaining a visa or a visitor permit for entrance into the country where the Exhibition is to be held. The fact that the Exhibitor is unsuccessful in obtaining these documents from the necessary government authorities will not constitute a basis, for cancellation of his/her contract / application and all terms of the contract, including cancellation policy, remain in effect upon such situation. Its clearly understood that no refund whatsoever, will be made. The Exhibitor, However may substitute any party who meet the Government of the hosting country formalities necessary for entry. Such substitute shall be sole responsibility of the Contracting Exhibitor.

7. FREIGHT & SHIPMENT: NFE sponsors, Its Agents or Employees are not responsible for any loss, damages or delay incurred in freight shipments (transport, handling and clearing) into and out of the country or within the country in which the Exhibition is to be held. Exhibitors are urged to adequately insure all shipments, and make arrangements for early shipments, even if these arrangements were made by NFE or NFE appointed freight and clearance contractor.

8. OPERATION OF EXHIBITS: Exhibits must be designed and operated in a manner that respects the rights of other exhibitors and visitors. The following are prohibited: preparation of food, promotional contests that require physical skill, promotion of other industry expositions without prior consent of NFE, and unauthorized taking of photographs.

Personnel must be dressed appropriately and confine their activities to the exhibit space of the Exhibitor by whom employed. Exhibitors are responsible for payment of fees, royalties or fines for use of work that is protected by copyright, patent or trademark. NFE reserves the right to prohibit promotions found objectionable. Booths must be staffed at all times during scheduled exhibit hours, unless prior written permission is received from NFE. Booth personnel must be 16 years of age or older. (Or as required by law).

9. OCCUPANCY BY EXHIBITOR: It is further agreed that actual occupancy of the space (including meeting rooms) reserved by the Exhibitor is of the essence. If the Exhibitor does not occupy the space by 6:00 p.m., on the day falling prior to the opening day, NFE may occupy or cause said space to be occupied as it may deem best for the interest of NFE without in any way releasing the Exhibitor from any liability hereunder. Furthermore, if the Exhibitor does not occupy/staff the space, all rights of a NFE Exhibitor (such as Press Room distribution, etc.) will be revoked.

10. WARRANTY AND DISCLAIMER: We warrant that all Exhibition preparations shall performed by the highest qualified. Due to the variables in performing such work, WE MAKE NO WARRANTY CONCERNING THE SUCCESS OF THE EXHIBITION OR LIKELIHOOD OR GUARANTEE OF ANY AMOUNTS OF INCOME. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. ATTENDANCE: NFE makes no representations or warranties with respect to the demographic nature and/or volume of exhibitors and/or attendees at any particular location at NFE exhibitions.

12. EXHIBIT SET-UP: All exhibits must be set up by 6:00 p.m., on the day falling prior to the opening day. All crates and cartons must be marked with "empty" labels and placed in the aisles by 6:00 p.m. of the day falling before the opening day. (Fines may be assessed for non-compliance at the discretion of show management.) Exhibit space not occupied by 7:00 pm on the day before the opening day, will revert to NFE with no further obligation to the Exhibitor. No refund will be made to any Exhibitor for spaces assigned and not occupied by 7:00 p.m., of the day which is falling prior to the opening day.

13. EXHIBIT CONSTRUCTION, DECORATION, SIGNS, ETC.: Exhibitors are solely responsible for the safety of their exhibits (refer to your Exhibitor Manual for additional information). All special booth work must conform with NFE's exhibit regulations. Such approval and/or compliance with NFE regulation do not constitute NFE approval or opinion on the structural safety of construction. The Exhibitor and it's display company remain solely liable for the safety of their exhibit. Paper decorations, cut evergreens or branches and balloons are not permitted. Exhibitors must comply with all the laws, regulations and ordinances in force in the exhibit facility(ies). In the hosting city/District/County/State of the hosting Country.

14. SPECIAL ELECTRICAL, CLEANING, CATERING SERVICES, ETC.: For insurance, safety and security purposes, electrical, cleaning, catering, drayage and other special services needed by individual Exhibitors are provided only when the Exhibitor orders and agrees to pay for these services from the exclusive suppliers authorized to provide such services listed in the Exhibitor Manual.

15. FLOOR PLANS: NFE publishes floor plans that are provided by the exhibit facility(ies) and are believed to be correct. NFE encourages Exhibitors to verify these floor plans directly with the exhibit facility(ies).

16. CHARACTER OF EXHIBITS: Products eligible to be exhibited are the products of the event's industry or related products or services and as specified in the exhibition application. The Exhibitor agrees to display only these products. NFE reserves the right to order withdrawn from display any items which, in its opinion, do not comply with these requirements.

17. CONTENT: NFE reserves the right to exclude the showing of film, photos, publications, games or other software in the exhibit area which are deemed objectionable, including explicit or simulated sex, nudity, bloodshed or mutilation. Adult out call and escort services, and the promotion of the same are not permitted at NFE. NFE will disconnect the electricity of, or close the exhibit of any Exhibitor deemed to violate these rules.

18. NOISE ABATEMENT POLICY: A maximum noise level of 95 db will be enforced in all exhibit areas (this level may be reduced without prior notice). Demonstrations found to be objectionable due to noise level will be closed down in accordance with the NFE exhibitor noise abatement policy published in the Exhibitors Manual.

19. OUTDOOR EXHIBIT SPACE: It is the responsibility of the Exhibitor to supply their own tent or canvas covering for their outdoor display, should they decide to use one. No refunds will be provided for inclement weather or other forces of nature that may limit display activity.

20. PUBLICATION DISTRIBUTION: Exhibitors may distribute their own written materials from their exhibit(s) only.

21. LIABILITY AND INSURANCE: The Exhibitor and it's authorized contractors agree to carry adequate personal and property damage liability and workers' compensation insurance and to indemnify and hold harmless NFE, the venue(s) and other facility(ies) utilized by NFE and their contractors, officers, agents and employees against all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind, including attorneys' fees resulting from its occupancy of the exhibit space contracted for, by reason of personal injuries, death or property damages sustained by any person. Certificates of insurance must be furnished by Exhibitor if requested by NFE and must be available on-site during the show. Failure by NFE to request proof of insurance shall not relieve Exhibitor from carrying proper coverage. The Exhibitor understands that neither NFE nor the , the venue(s) where the event

(s) will be held or the facility(ies) used by NFE maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

22. RESPONSIBILITY FOR PROPERTY: In no case will NFE be responsible for theft, loss or damage to Exhibitor's product or booth. Exhibitor agrees that it is wholly responsible for protecting its property on and off Show premises. Exhibitors are encouraged to secure their exhibits and products and should insure their property (from the time it leaves their warehouse until it returns) at their own expense. Further more, Exhibitors are responsible for supervising the actions of all visitors and employees in their exhibit area.

23. RECEIPT AND REMOVAL OF FREIGHT: No exhibit or portion thereof may be removed from the exhibit facility(ies) during the Show. Only Exhibitors showing proper exhibit credentials and personal identification will be permitted to take merchandise out of the facility. If any Exhibitor fails to remove its freight in the allotted move-out time, NFE reserves the right, at the Exhibitor's expense, to ship the freight through a carrier of its own choosing or to place the same in a storage warehouse. **And NFE will not be held responsible for any losses or damages.** New Fields to invoice the exhibitor all expenses (look at the Exhibitor's Manual).

24. ACTS OF GOD: Ne w Fields Exhibitions or it's Sponsors or it's Agents or employees shall not be responsible for delays or failures on performance resulting from acts beyond the control of such party. Such as acts of God, strikes, war, epidemics, earthquakes or other such disasters, civil commotion, strikes or lockouts or closure ordered by governments or regulations, military activity or any other circumstances which shall make it impossible or inadvisable for NFE or the exhibit Management to hold the exhibition at the time and place provided, and NFE reserves the right to reschedule the Exhibition at a late r date. The said Exhibitor acknowledges that the "Show Management" have sustained damages and losses as a result of foregoing and shall and does hereby waive any claim for damages or compensation. The sum paid as registration fees, advance payments publicity and advertising shall remain the property of NFE .

25. AMENDMENTS: NFE shall have full power to make or amend these regulations, terms and/or show dates, venue, or location without prior notice and without giving an explanation and NFE can reschedule the event at a later date.

26. ASSIGNMENT: This agreement is for professional services between the parties to this agreement. New Fields Exhibitions may transfer or assign this agreement or its rights and responsibilities.

27. ARBITRATION & NF EXCLUSIVE RIGHT NOT TO GO TO ARBITRATION: Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. In the event that any of the parties to this agreement resort to arbitration, each party will share in the respective costs of arbitration and the prevailing party shall pay attorney's fees and all costs. Arbitration should be in accordance with the commercial arbitration rules of the American Arbitration Association. However, NFE reserve the full and exclusive power in going directly to court, exercising its exclusive right to choose not to go to arbitration.

28. CHOICE OF LAW: The or der and the contract arising there from shall be governed with the laws of the District of Columbia, USA or any other state or country or jurisdiction. NFE shall have the full and exclusive power in the matter of selecting which laws of which country, and without regard to the principles of conflicts of laws thereof which might refer such interpretation to the laws of a different state or jurisdiction.

29. REGULATIONS: It is further agreed that all current and subsequent NFE conditions and regulations and the conditions and regulations of the venue where the event to be held in the hosting city. And any other facilities used by NFE are made a part hereof as though fully incorporated herein. NFE shall have full and exclusive power in the matter of interpretation, amendment and enforcement of all said conditions and regulations, and any such amendments when made and brought to the notice of said Exhibitor shall be as Though duly incorporated herein and subject to the terms and conditions herein set forth. If a dispute or disagreement shall arise between the parties concerning the allotment of or Permitted use of exhibition space or concerning interpretation of any of the regulations which are a part hereof the decision and interpretation of NFE shall be final and the Exhibitor hereby agrees to abide by said interpretation which, if requested, shall be in writing. Exhibitors seeking to install their own booth/display must comply with all city, district, county, state and federal laws and/or regulations and must comply with any/all laws, rules, or regulations related to booth installation/dismantling. It is further agreed that in case the premis(es) where the event to be held, shall be destroyed by fire or the elements, or by any other cause, or in case

of government intervention or regulation, military activity, strikes, or any other circumstances that make it impossible or inadvisable for NFE to hold the Show or portion thereof at the time and place herein provided then and thereupon this agreement shall terminate and the said Exhibitor shall and does hereby waive any claim for property or other damages or compensation or refund and there shall be no further liability on the part of NFE.

30. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING: No waiver or modification of this agreement or any covenant, condition or limitation herein contained shall be valid unless in writing duly executed by both parties. And exceptionally, in NFE original letter head and stamped by NFE seal Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights of obligation of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

31. VIOLATIONS OF REGULATIONS: If NFE shuts down Exhibitor's booth due to Exhibitor violating NFE rules and regulations, exhibitor will not receive a refund or damage compensation from NFE.

32. NO-ORAL MODIFICATION CLAUSE: This Application and Contract may not be orally modified. Only a modification in writing, signed by an authorized representative of NFE and on the original letterhead and stamped by NFE seal will be enforceable.

33. INDEPENDENCE SIGNIFICANCE: Any provision in this agreement which is held to be inoperative, unenforceable or invalid shall be inoperative unenforceable and, will not affect the remaining provisions. And all other terms and conditions remain in full force and effect.

34. EXHIBIT PRODUCT CATEGORIES: Indicate the ONE (1) product or service category which represents 60% of what you will be showing in your exhibit. This category will be used to determine your exhibit facility and your space priority selection number. This number is used to determine in what order you may select space during the exhibit space priority selection process. **60% of your exhibit contents must fit within this product or service category. Failure to adhere to this rule will result in the forfeiture of ALL priority points and will affect your selection order at future shows.**

35. DIRECTORY LISTING/SEPARATE EXHIBITOR REGISTRATION: Only the name of the Exhibitor which appears on page 1 of this Application/Contract may be placed in the exhibit space, in the Show's printed list of Exhibitors and on exhibitor badges. It is further agreed that the Exhibitor shall not assign, share or sublet any part of its exhibit space without the express written consent of NFE. In the event a request for separate exhibitor registration and/or additional directory listing is approved, a \$450 fee will be charged for each additional company. NFE maintains the exclusive right to publish and distribute the list of Exhibitors. However, a publisher may include the list of Exhibitors as part of an ongoing publication. As a service to Exhibitors NFE will identify in the Official Directory each Exhibitor who completes and returns the necessary directory listing form by the established deadline; however, NFE will incur no liability for any errors, omissions or format changes in the directory and that include but not limited to, not listing the Exhibitor in the printed or electronic Official Directory (if applicable).