

SPACE CONTRACT

Gulfood 2016

دبي العالمية
DUBAI WORLD TRADE CENTRE

Lithuanian Agricultural And Food Market Regulation Agency
Ms Ona Ragauskiene
L. Stuokos-Gucevicius Str. 9-12
Vilnius 01122
Lithuania

CONTRACT No: 521009
Issue Date: 9/22/2015
Stand No: S-G34/H33
Dimensions: 6.00x16.00 M2
Open Sides: 3
Hall: TCA

Event Sector: Food & Drinks
Contracted Term From: 21 February 2016 To: 25 February 2016

Space Only	96.00 M2	1,895.00	AED181,920.00
Exhibitor Insurance	1.00 EA	550.00	AED550.00
Enhanced Internet Listing	1.00 EA	1,500.00	AED1,500.00
Registration Fees	1.00 PRS	1,000.00	AED1,000.00

1. The undersigned hereby confirms and accepts the allocated space as detailed above for the Contracted Term, and has understood and accepts to be bound by the attached Regulations.

2. The undersigned agrees and accepts that failure to sign and return this Space Contract along with payment in accordance with Schedule A (herein attached) within fourteen (14) days of the Contracted Issue Date shall result in the lapse of the above offer for the allocated space.

For and on behalf of "Lithuanian

Regulation Agency'

Name: ALDONA MILIOLVIENE

DIRECTOR

Authorized: 

2015-09-23

For and on behalf of "Dubai World Centre

Name:

JULIAN ROACH

Position:

GRP SALES MANAGER

Authorized Signatory: 

Date:

27th 9 2015

Please return the contract to:
GULFOOD
foodclusteradmin@dwtc.com
P.O Box 9292
Dubai - United Arab Emirates
Fax number:



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Ms Ona Ragauskienė
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Registration Fees	1.00 PRS	1,000.00	AED1,000.00
Total Fee			AED184,970.00

1. The undersigned hereby confirms and accepts the allocated space as detailed above for the Contracted Term, and has understood and accepts to be bound by the attached Regulations.

2. The undersigned agrees and accepts that failure to sign and return this Space Contract along with payment in accordance with Schedule A (herein attached) within fourteen (14) days of the Contracted Issue Date shall result in the lapse of the above offer for the allocated space.

For and on behalf of "Lithuanian Agricultural And Food Market Regulation Agency":

Name: ALEONA MILIKVIENE Position: ACTING DIRECTOR
Authorized Signatory: [Signature] Date: 2015-09-23

For and on behalf of "Dubai World Trade Centre LLC":

Name: _____ Position: _____
Authorized Signatory: _____ Date: _____

Please return the contract to:-
GULFOOD
foodclusteradmin@dwtc.com
P.O Box 9292
Dubai - United Arab Emirates
Fax number:

SPACE CONTRACT REGULATIONS

These Regulations are to be read as an integral part of the Space Contract.

1. DEFINITIONS AND INTERPRETATION

In these Regulations and in the Space Contract, the following words shall have the meaning respectively assigned to them hereunder, unless the context requires or admits otherwise:

"Agreement" shall mean the Space Contract and these Regulations and the Exhibition Manual;

"Applicable Laws" shall mean the local laws and regulations of the Emirate of Dubai and the federal laws of the United Arab Emirates;

"Centre Users" shall mean all the exhibitors at the Centre, tenants of allocated spaces, and includes each of their agents, contractors, employees, invitees and attendees of the Exhibition;

"Exhibition" shall mean the event as named and dated in the Space Contract;

"Exhibitor" shall mean any person, firm, company, association, organisation and its employees, servants or agents to whom exhibit space has been allocated for the purpose of exhibiting at the Exhibition; represented by the authorised signatory of this Agreement;

"Contracted Term" shall mean the contracted period under the Agreement as specifically mentioned in the Space Contract;

"Exhibitor Manual" shall mean the manual of the Organiser's internal guidelines established from time to time and distributed to the Exhibitor prior to the Exhibition for the safe and orderly conduct and close of the Exhibition;

"Exhibition Material" shall mean such goods, exhibits, materials, equipment, stand/s, supplies, merchandise, models, exhibit items, or other property for the sole use of at the Exhibition;

"Force Majeure" shall mean any event or circumstances (or a combination of events or circumstances) which are beyond the reasonable control of the relevant Party, resulting in or causing the failure by that Party to perform any of its obligations under this Agreement (whether in whole or in part), including without limitation:(1) revolution, riots, insurrection or other civil commotion, act of terrorism or sabotage or war;(2) nuclear explosion, radioactive, biological or chemical contamination, ionising, radiation or the identification of such contamination or radiation;(3) general strikes, work stoppages, working to rule, go slow actions and/or lockouts;(4) any effect of the natural elements including lightning, fire, earthquakes, flood, storm, hurricane, tsunami, cyclone or tornado, material change in sea level or coastal subsidence;(5) explosion (other than nuclear explosion or any explosion resulting from an act or war);(6) epidemic or plague;(7) inability to obtain necessary plant, equipment or material due to blockade, embargo or sanction;

"Insurance Costs" means the costs of obtaining the mandatory insurance cover as prescribed in clause 12.1;

"Enhanced Internet Listing Costs" means (where applicable) the costs of the enhanced internet listing if any provided to the Exhibitor as set out in clause 12.3

"Objectionable Displays" shall mean any signage, products, services or show performance or literature could be considered offensive, immoral, contrary to the Applicable Laws, or is politically, socially, racially, or religiously sensitive or such that may cause prejudice to Dubai or the U.A.E or their relations with other countries, trade bodies, associations, clients or is otherwise objectionable in the sole and discretionary opinion of the Organiser;

"Space Contract" means the Space Contract executed by the Organiser or Exhibitor and includes Schedule A attached thereto;

"Organiser" shall mean the Dubai World Trade Center L.L.C;

"Total Fee" shall mean the sum payable by the Exhibitor to the Organiser in the amount and manner set out in Schedule A to these Regulations; and

"Venue" shall mean the Dubai International Convention and Exhibition Centre, or the Dubai Airport Expo or such other venue owned or operated by the Organiser and identified in the Space Contract.

2. USE & ALLOCATION OF SPACE

2.1 The Organiser reserves the sole right to alter the allocated exhibit space position if deemed necessary and in the best interests of the Exhibition in order to provide a viable layout. The Organiser's decision on such re-allocation of exhibit space shall be final and binding on the Exhibitor.

2.2 The Exhibitor covenants and agrees that all governmental and other regulatory approvals required for the display or use of Exhibition Material and its participation at the Exhibition shall be obtained prior to the commencement of the Exhibition (including all licenses or permits which may be required to operate or conduct the Exhibition and to pay all taxes, fees and charges levied against it in connection with the Exhibition).

2.3 The Exhibitor covenants and agrees:

2.3.1 to observe and comply with the reasonable directions of the Organiser;

2.3.2 to be and remain in care, custody and control of the Exhibition Material;

2.3.3 to refrain from any Objectionable Display and forthwith remove and clear any Objectionable Displays, as may be required by the Organiser;

2.3.4 not to use the Exhibition for any immoral, improper, unlawful or illegal purpose or in a manner which is likely to cause public disorder in or near the Centre, or in a way that might cause harm to any persons or damage to the property of the Organiser or the Centre Users, or in a way so as to cause nuisance or annoyance to the Centre Users;

2.3.5 not to, unless permitted in writing by the Organiser and then only in accordance with any conditions imposed, collect any charge or fee for admission to the exhibit space;

2.3.6 not to install or exhibit any Objectionable Displays;

2.3.7 observe and comply with Applicable Laws.

2.4 Save and except as otherwise agreed in writing between the Exhibitor and Organiser, the Exhibitor shall not be entitled to sublet the whole or any part of the exhibit space. For the avoidance of doubt, the Exhibitor may only sublet subject to (a) the Organiser's prior written approval for the exhibit space to be sublet; and (b) once approved by the Organiser in writing, for the Exhibitor to provide in writing the name of the full legal entity/ies of who they intend to sublet the exhibit space ('Co-Sharers'), including full details of the Exhibition Material of all those who will sublet. Each and every Co-Shareholder approved by the Organiser to sublet must pay the Insurance Costs and Enhanced Internet Listing Costs accordingly.

3. PAYMENT

3.1 The Exhibitor shall pay the Total Fee in the amount, the manner and in accordance with the invoices issued pursuant to in Schedule A.

3.2 Time for payment shall be of the essence of the Agreement. Late payments shall be subject to interest payment calculated at monthly EIBOR rate issued by Emirates NBD or 10% p.a. whichever is higher.

3.3 The Total Fee is payable in full even if the Exhibitor for any reason does not utilise the exhibit space or any part thereof.

3.4 The Total Fee stated in the Space Contract is exclusive of any applicable taxes.

3.5 The Exhibitor shall pay the Insurance Costs and Enhanced Internet Listing Costs for each and every Co-Shareholder. For each co-sharer of the Exhibitor not approved by the Organiser in advance in writing and found at the Event, the Exhibitor shall pay the Organiser immediately and in full the respective Insurance Costs and Enhanced Internet Listing Costs.

4. CANCELLATION

4.1 The Exhibitor shall immediately inform the Organiser in writing of their intention not to utilise the exhibit space contracted for.

4.2 Upon receipt of the written notice in clause 4.1:

4.2.1 all rights granted to the Exhibitor pursuant to the Agreement shall cease and the Organiser shall be at liberty to enter and use the exhibit space; and

4.2.2 all sums paid to the Organiser by the Exhibitor on account of the Total Fee, shall be forfeited to the Organiser, and the Exhibitor shall pay any outstanding amounts then owed and outstanding to the Organiser on account of the Total Fee including any amounts due pursuant to clause 3.5, forthwith. In addition, the Organiser reserves the right to claim any loss or damages arising out of such cancellation.

4.3 The Organiser reserves the right at all times to change the dates of the Exhibition, in relation to its commencement, duration and conclusion.

5. **REDUCTION OF EXHIBIT SPACE**

- 5.1 All requests for reduction of exhibit space must be made in writing to the Organiser.
- 5.2 If the written request in clause 5.1 for reduction is received by the Organiser up until twelve (12) weeks before the Exhibition, the Organiser may in its absolute discretion, allow for the reduction, otherwise any written requests for reduction received by the Organiser after this period shall not be accepted.
- 5.3 The Total Fee is payable in full even if the Organiser agrees for a reduction of the exhibit space.

6. **STAND BOUNDARIES**

All Exhibition Material must be kept within the agreed boundaries of the Exhibitor's exhibited space at all times. No Exhibitor may obstruct the gangways with Exhibition Material, nor may any such Exhibition Material protrude from the boundaries of the exhibit space. All distribution of literature must take place from within the boundaries of the Exhibitor's exhibit space and not in the gangways or any other area within the Venue. Any Exhibitor who continues to cause a nuisance or obstruction after notice has been given will be liable to have their exhibit space cleared by the Organiser at the Exhibitor's own risk and expense.

7. **WARRANTY**

The Exhibitor represents, warrants and undertakes that it is entering into this Agreement as principal and not as agent or nominee of any third party, and that the Exhibition Material does not infringe or is likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained or any breach of the provisions of this Agreement, this Agreement may be terminated by the Organiser and the Exhibitor shall indemnify the Organiser against any and all costs, claims, demands, losses, liabilities, charges, actions, and expenses arising from such termination due to the Exhibitor's breach.

8. **SOUND LEVEL**

The sound level of audio equipment must be tuned to an acceptable volume and conducted in a way which does not interfere with nor becomes a nuisance to neighbouring exhibitors. The Organisers reserve the right to monitor, and where necessary, determine the acceptable level of sound of equipment, entertainment and audio visual presentations. If the Exhibitor continues to refuse to comply with the request to reduce the volume, the Organiser reserves the right to disconnect all power supplies to the exhibit space and no compensation will be made to the Exhibitor.

9. **EXHIBITOR'S RESPONSIBILITY**

The Exhibitor is responsible for all claims, actions or costs for personal injury and loss of or damage to property caused by or arising from the erection and dismantling of the stand and anything permitted, omitted or done during the period of the Exhibition including the build-up or tear-down periods, caused by the Exhibitor or any of its contractors, sub-contractors, agents, or the act, omission or neglect of or by any such person or by any Exhibition Material or other article belonging to, or in the care, control, or custody, the Exhibitor. The Exhibitor shall comply with the requirements of the Exhibitor Manual and ensure the contractor and sub-contractor and suppliers likewise comply with its provisions.

10. **EXHIBITORS AND PASSES**

- 10.1 Every Exhibitor shall ensure their exhibit space is open to view and staffed by competent representatives during the Exhibition opening hours. In the event of any Exhibitor failing to open their exhibit space or uncover their Exhibition Material, the Organiser may do so or may arrange for the exhibit space and Exhibition Material to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organiser will not be liable for any damage, losses, or expenses sustained by the Exhibitor as a result of this action.
- 10.2 Every Exhibitor, and all persons for whom they may be considered responsible in any way whatsoever, must conduct themselves in such a manner as shall not be objectionable to any other exhibitor or visitor or the Organiser. The Exhibitor shall observe the tradition and social norms applicable in the UAE. Any person who does not comply with these requirements shall be liable, at the discretion of the Organiser, to be immediately removed from the Exhibition and refused re-admission during the period of the Exhibition.
- 10.3 The Organiser shall issue official passes for admission to the Exhibition and no other form of admission pass shall be valid. No Exhibitor shall be admitted to the Exhibition without producing to the gate official the Exhibitor's pass issued to them by the Organiser in addition to some acceptable form of proof of identity. In the event of such a pass being transferred or otherwise disposed of, it shall be immediately forfeited and no further pass will be issued in its place.
- 10.4 The Organisers reserve the right at their sole discretion to withdraw the pass issued to any person if complaints have been received concerning his/her conduct or if there has been a breach of this Agreement.

11. **ORGANISER'S RIGHT OF ENTRY**

The Organiser and those authorised by them, have the right to enter the premises of the Exhibition at any time to execute works, repairs, and alterations and for any other purposes deemed necessary. No compensation shall be payable to an Exhibitor for damage, loss or inconvenience so caused.

12. **MANDATORY SHOW INSURANCE AND ENHANCED INTERNET LISTING**

- 12.1 The Exhibitor shall carry insurance to cover the following risks (a) Public Liability for AED 10 million; (b) Fire Damage for AED 200,000; (c) Medical; Expenses for 5,000 per person; (d) Food and Drink Poisoning for AED 10 million; (e) Damage caused by the Exhibitor to DWTC Property for 10 million; (f) Liability arising out of loading and unloading of Exhibition Material; (g) Exhibitor to Exhibitor Liability for AED 10 million; (h) Liability due to erection and dismantling of stands; (i) Damage caused to the Exhibitor's property for AED 50,000; (k) Personal Accident (including death and disability) for 3 employees of the Exhibitor for AED 30,000 per employee. The cover must be provided by an insurance company registered in the United Arab Emirates. The Exhibitor will be responsible for filing and settling any claims under the policy directly with the insurance company.
- 12.2 The Insurance cover prescribed in clause 12.1 will be taken out by the Organiser and the Insurance Costs charged to the Exhibitor, which shall be paid in the amount, the manner and in accordance with the invoice issued pursuant to Schedule A.
- 12.3 Where applicable and if set out in the Space Contract, the Organiser will provide the Exhibitor the enhanced internet listing and the Enhanced Internet Listing Costs will be charged to the Exhibitor.

13.1 **TERMINATION**

- The Organiser may take possession of the exhibit space and terminate this Agreement forthwith by written notice to the Exhibitor upon the Exhibitor's failure to meet any of their obligations under the terms and conditions of this Agreement and the Exhibitor Manual, including but not limited to the Exhibitor's:
- a) failure to pay for the Total Fee or any related services within 7 calendar days' written notice;
 - b) failure to set up its Exhibition Material in the exhibit space as per the terms and conditions herein;
 - c) failure to own and maintain valid rights to make, use, perform, sell and display patented products, copyrighted works, trademarks and trade names; or
 - d) violation of any patents, copyright or other intellectual property rights of another exhibitor or third party in any Exhibition Material; or
 - e) involvement in the selling and/or promotion of any counterfeit goods at the Exhibition including goods that, in the sole opinion of the Organiser, do not conform to the permitted show profile of the Exhibition.
- 13.2 In the event that the Organiser terminates this Agreement under Clause 13.1, the Organiser shall be entitled, if necessary, to remove and dispatch such exhibits (at the risk and expense of the Exhibitor) and apply this to the recovery of any monies owed to the Organiser. In addition, all monies paid by the Exhibitor to the Organiser on account of the Total Fee shall be forfeited and the Exhibitor shall pay any outstanding amounts owed to the Organiser on account of the Total Fee forthwith. In addition, the Organiser reserves the right to claim any loss or damages established by the Organiser or arising out of such Termination.

14. **BANKRUPTCY OR LIQUIDATION**

- 14.1 In the event of an Exhibitor becoming bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver appointed, this Agreement will terminate forthwith, and the allotment of exhibit space will be cancelled and all sums paid by the Exhibitor to the Organiser on account of the Total Fee under the Agreement shall be forfeited.
- 14.2 In the event of the Organiser becomes bankrupt or entering into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or having a receiver appointed, this Agreement will terminate forthwith, and no further fees will be payable by the Exhibitor to the Organiser.

15. **FORCE MAJEURE**
A party shall not be in breach of this Agreement nor be liable for any failure or delay in performance of any obligations thereunder arising from or attributable to an event of Force Majeure provided that such party has promptly notified the other party in writing of the nature and extent of the event of Force Majeure causing its failure or delay in performance. If an event of Force Majeure occurs and written notice was served, then either party may terminate this Agreement by written notice to the other and no further Total Fee will be payable under the Agreement. However no portion of the Total Fee already paid under the Agreement shall be refunded to the Exhibitor. In the event of the termination of this Agreement pursuant to Force Majeure, neither party shall be liable to the other for any loss or damage of any nature or kind whatsoever suffered as a result of such termination.
16. **ASSIGNMENT**
The Exhibitor may not assign or transfer any of its rights or obligations under the Agreement without the prior written approval of the Organiser. The Organiser may assign the whole or any part of the Agreement to any Third Party without the consent of but with notice to the Exhibitors. The Agreement shall be binding on the successors – in – title of the respective Parties.
17. **SEVERABILITY**
If any term or condition of the Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Agreement, or application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term or condition of the contract shall be valid and enforceable.
18. **INDEMNITY**
The Exhibitor hereby indemnifies and agrees to keep the Organiser indemnified against:
(1) any and all, proceeding, claim, costs, damages or losses incurred or suffered by the Organiser by reason of a breach or by the Exhibitor of the Regulation or any applicable law; and
(2) any and all customs, levy, tax, fine or other payment the Organiser is called upon to pay to any authorities on behalf of the Exhibitor in relation to the Exhibition.
19. **WAIVER**
The Exhibitor waives any and all claims (of whatsoever nature) that it may have against the Organiser in anyway related to the storage, display or use of any exhibit/equipment in connection with the Exhibition, whether prior to, in the course of or after its conclusion or after regular hours. The Exhibitor acknowledges and accepts sole and exclusive responsibility for the safety and security and storage of all of the property and belongings of the Exhibitor at all times.
20. **ENTIRE AGREEMENT**
These Regulations together with the Space Contract constitute the whole agreement and understanding between the parties relating to its subject matter and supersedes any prior agreements, whether in writing or oral, relating to such subject matter. No variation of this Agreement shall be effective unless made in writing and signed by each of the parties.
21. **NOTICES**
Any and all notices, demands and statements or documents of any kind which are desired or required to be given by one party to the other according to the provisions of the contract may be delivered by hand or sent by fax or electronic mail and shall be deemed to have been given and received upon delivery if delivered by hand and upon successful completion of the transmission if sent by fax or electronic mail. Unless and until changed by notice in writing given in accordance with this clause, the addresses, fax numbers and electronic mail id for the parties shall be as set forth in the Agreement.
22. **CALENDAR**
All dates and periods will be determined by reference to the Gregorian calendar.
23. **GOVERNING LAW & JURISDICTION**
This Agreement shall be governed by and construed in accordance with the local laws of the Emirate of Dubai and the federal laws of the UAE applied in the Emirate of Dubai. Any dispute arising out of this Agreement shall be finally settled through the courts of Dubai.

SCHEDULE A

1. The payment plan for the Total Fee to be paid by the Exhibitor to the Organiser shall be as follows:
 - a) Full installment (75%) of the Total Fee to be received along with the signed Space Contract within fourteen (14) days of the Contract Issue Date.
 - b) Second Installment (25%) of the Total Fee to be received on or before ninety (90) days before the Commencement Date of the Exhibition.

2. The Exhibitor shall pay all sums due under clause 3.5 above.
 - 1) **TIME FOR PAYMENT SHALL BE OF THE ESSENCE.**
 - 2) **NO PAYMENT SHALL BE DEEMED TO HAVE BEEN RECEIVED UNTIL THE ORGANISER HAS RECEIVED CLEARED FUNDS.**
 - 3) **ALL OUTSTANDING PAYMENTS OWED TO THE ORGANISER ON ACCOUNT OF THE TOTAL FEE SHALL BECOME DUE IMMEDIATELY ON CANCELLATION OR TERMINATION OF THE AGREEMENT, WITHOUT PREJUDICE TO OTHER RIGHTS RESERVED UNDER THE REGULATIONS.**
 - 4) **THE TOTAL FEE FOR THE EXHIBITION IS EXCLUSIVE OF ANY APPLICABLE BANK CHARGES WHICH ARE TO BE BORNE BY THE EXHIBITOR.**

