

# APPLICATION FORMS

09.-11.12.2019



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# SPECIAL CONDITIONS FOR PARTICIPATION

## WOP DUBAI 2019



### 01 Title of event

WOP DUBAI –  
International Perishables Expo Middle East, Dubai

### 02 Fair management/organisation

MESSE ESSEN GmbH  
Messeplatz 1,  
45131 Essen, Germany  
P.O. Box 10 01 65, 45001 Essen, Germany  
Fon +49. (0) 201. 72 44-720  
Fax +49. (0) 201. 72 44-513  
Torben.Brinkmann@messe-essen.de  
and  
planetfair Dubai LLC  
P.O.Box 29278  
Dubai, UAE  
Fon +971 (0)4. 3314570  
Fax +971 (0)4. 3314580  
tarek.sibai@planetfair.com

### 03 Venue

Dubai World Trade Center

### 04 Duration of exhibition and opening hours

Monday, December 9, 2019 to  
Wednesday, December 11, 2019  
daily 10 a.m. – 6 p.m.

### 05 Assembly dates

For exhibitors without turnkey stand  
December 7, 2019, 8 a.m. to 8 p.m.  
For exhibitors with turnkey stand  
December 8, 2019, 10 a.m. to 8 p.m.

### 06 Dismantling dates

December 11, 2019 as of 6 p.m.  
Dismantling to be finished by: December 12, 2019, 3 p.m.

### 07 Product groups/categories

See reverse side of this application form.

### 08 Space rentals

The following rates per square metre  
of floor space have been set:

Minimum stand space:	360.00 \$/m <sup>2</sup>
Turnkey stand per square metre of floor space:	123.00 \$/m <sup>2</sup>
Registration fee:	390.00 \$
Co-exhibitor charge:	390.00 \$

The fee may be charged by MESSE ESSEN GmbH  
or planetfair Dubai LLC later.

### 09 Terms of payment

All stand rent invoices are due without deduction immediately after the date they were issued. The execution of this contract and its countersigning by planetfair Dubai LLC or MESSE ESSEN GmbH is deemed conclusive evidence of the exhibitors agreement to pay the full fees due. The application is non-cancellable by the exhibitor. Invoices for miscellaneous services or for supplies ordered separately are due at the time the services were rendered or the supplies provided, but not later than the date they were issued.

All due dates are to be fully complied with. The full and timely payment of the participation fee by the due date is the pre-requisite for taking possession of the exhibition space by the exhibitor. No factual deviation from this rule shall be deemed to be a waiver or postponement of payment. Any objections to the invoice shall only be considered if made within 14 days of the date of the invoice and in writing.

### 10 Exhibition programme/ sales regulations

WOP DUBAI is a business to business event. Direct selling is prohibited. The sale of exhibits on the last day in particular is forbidden before 5.30 p.m. In the case of infringements, MESSE ESSEN GmbH and planetfair Dubai LLC reserves the right to exclude the relevant exhibitors from the following event.

### 11 Stand design

Stand walls, floors, the walls of the halls, columns, installations (water, electrical, etc.) and fire protection installations may not have things stuck or nailed to them or be painted or damaged in any other way. Any damages occurring are to be borne by the exhibitor and will be charged to the exhibitor. Any installations (water, electrical, etc.) and fire protection installations and columns located within the allocated stand area are to be left accessible at all times. Floor coverings must be fixed to the floor with the aid of double-sided tape.

### 12 Catalogue

The standard catalogue entry is free of charge. For advertising rates, please refer to the application form.

### 13 Combating product piracy

The exhibitor makes a binding and irrevocable declaration that the products exhibited by him were created by himself or that the products are admissible copies or reproductions of other suppliers or other third parties. Furthermore, the exhibitor undertakes to respect the preferential industrial property rights of third parties. If the exhibitor is informed of such an infringement of property rights in a proper manner during participation at the event, the exhibitor undertakes in advance to remove products affected by this from his stand. The exhibitor takes explicit note that, in the event of an infringement of this obligation, Messe Essen GmbH and planetfair Dubai LLC is entitled to exclude the exhibitor from further participation at the ongoing or future events if the relevant conditions in accordance with the special conditions of participation of the event are fulfilled.



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# I.B CONTRACT



Please fax back to  
MESSE ESSEN GmbH  
+49(0)201 7244 513  
or planetfair Dubai LLC  
+971(0)4 331 4580

\_\_\_\_\_  
Name, Company

\_\_\_\_\_  
Street

\_\_\_\_\_  
Postal code, city

\_\_\_\_\_  
Country

\_\_\_\_\_  
Phone Fax

\_\_\_\_\_  
eMail/Internet

\_\_\_\_\_  
Managing director or person duly authorized to sign

\_\_\_\_\_  
Contact trade fair Phone

\_\_\_\_\_  
Webpage

\_\_\_\_\_  
EU Value Added Tax Identification Number

**Important: Please complete the product groups'  
list on the reverse side.**

By signing this contract, we accept as binding in all parts the  
Special Conditions for Participation and General Terms and  
Conditions WOP DUBAI 2019

\_\_\_\_\_  
City, Date

\_\_\_\_\_  
Signature, company stamp of the  
Exhibitor

**We hereby contract** the following space and additional services,  
as per conditions of participation:

Space, indoor floor space only. Base rate includes: General aisle cleaning  
and security of the hall booked \_\_\_\_ m<sup>2</sup> x 360.00 \$ = \_\_\_\_ .00 \$

Desired stand form:

row stand  corner stand  
 island stand  end stand

No stand supplement will be charged.

Island, end, corner and row stands are limited and will be  
offered upon availability

Turnkey Stand Construction with  
lighting, display equipment,  
furniture etc. booked \_\_\_\_ m<sup>2</sup> x 123.00 \$ = \_\_\_\_ .00 \$

Registration fee = 390.00 \$

Early booking discount

15% early booking discount for registration before April 12, 2019

Co-exhibitor charge = 390.00 \$

Advertising in the official catalogue  
 1/1 page 4 colours 1,932.00 \$  
 1/2 page 4 colours 1,378.00 \$  
 1/1 page black and white 1,237.00 \$  
 1/2 page black and white 681.00 \$ = \_\_\_\_ .00 \$

Total cost = \_\_\_\_ .00 \$

The organizer reserves a right to add a 5% VAT surcharge as regulations demand.



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## PRODUCT GROUP INDEX

Our exhibits belong to the following product groups (Please mark ):

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### 1 FRESH PRODUCTS

- 1.1 Fruit
- 1.2 Vegetables
- 1.3 Bio-products
- 1.4 Frozen products
- 1.5 Convenience foods
- 1.6 Juices

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### 2 GOODS SAFETY

- 2.1 Pesticide control
- 2.2 Quality assurance
- 2.3 Freshness programmes
- 2.4 Laboratories
- 2.5 Hygiene programmes

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### 3 TECHNICAL EQUIPMENT

- 3.1 Cooling systems/plants
- 3.2 Order-picking and loading systems
- 3.3 Packing plants/systems
- 3.4 Storage

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### 4 TRANSPORT SERVICES

- 4.1 Airfreight
- 4.2 Sea freight
- 4.3 Goods transport
- 4.4 Ports
- 4.5 Transport companies
- 4.6 Customs offices

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### 5 TRADE

- 5.1 Producer markets
- 5.2 Wholesale trade
- 5.3 Auctions
- 5.4 Marketers

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### 6 OTHER SERVICES

- 6.1 Variety development
  - 6.2 Goods presentation
  - 6.3 Insurances
  - 6.4 Associations & institutions
  - 6.5 Media
-

# GENERAL TERMS AND CONDITIONS WOP DUBAI 2019

## I. Registration and Admittance

(1) The (rental) agreement shall be concluded with the signed contract by both parties. The relevant contract form provided by the organiser (Messe Essen GmbH or planetfair Dubai LLC) must be completely filled out by the exhibitor and furnished with a legally binding signature. By submitting the signed contract, the exhibitor accepts and submits to the "Special & General conditions for participation" applicable to the event. This also includes all persons employed by the exhibitor, any sub-exhibitors registered by the exhibitor and any other assistants. As soon as the exhibitor receives the contract signed by the organiser, on receipt of which the (rental) agreement comes into effect. The contract also becomes effectual if the application is made in the form of a fax or a pdf-document.

(2) Conditions or reservations laid down by the exhibitor shall have no validity. All additional agreements, such as the ordering of services or technical connections, individual approvals and special approvals shall be subject to the written confirmation of planetfair Dubai LLC or MESSE ESSEN GmbH.

(3) planetfair Dubai LLC and MESSE ESSEN GmbH may, if important circumstances require, while laying out its reasons for so doing – at variance from the admittance – allocate a stand at a different location or change the stand size by up to 5 % of the registered area.

(4) Any stand that has not been taken over by the exhibitor or his representatives within one day prior to the start of the specialist trade fair may be reallocated without the exhibitor being entitled to demand reimbursement or to make any other claims.

(5) Conflicting general terms and conditions of business of the exhibitor shall not be recognised by planetfair Dubai LLC and MESSE ESSEN GmbH.

(6) The organiser reserves the right not to grant admission to the exhibitor due to any factually justified reason, especially if the amount of space available is insufficient.

## II. Due Date and Payment Default

(1) For all money transfers in connection with this contract the parties agree upon payment in the currency of the European Union EURO. In individual cases the parties are amicably entitled to assign payment in US-Dollar or Dirham.

(2) The entire contractually agreed sum shall be due immediately after the date of invoice.

(3) In the event of non payment notwithstanding the granting of extensions under the threat of refusal, planetfair Dubai LLC and MESSE ESSEN GmbH shall be entitled to dispose of the stand area or to withdraw from the agreement.

(4) In the event of the payment deadline being exceeded without dunning, the exhibitor shall be obliged to pay planetfair Dubai LLC or MESSE ESSEN GmbH the normal banking interest rate.

(5) planetfair Dubai LLC and MESSE ESSEN GmbH shall enjoy the right of pledge and retention on the furnished exhibition goods and other stand equipment with respect to all obligations which are not fulfilled. The objects may be put into storage at the cost and risk of the applicant. These may be sold by planetfair Dubai LLC and MESSE ESSEN GmbH following written notification in the event of continued non payment. Any surplus proceeds shall be remitted to the exhibitor following the deduction of all costs.

## III. Sub-exhibitors

(1) The assignment of an allocated stand or parts thereof to sub-exhibitors or fellow exhibitors shall be subject to the prior approval of planetfair Dubai LLC or MESSE ESSEN GmbH. Sub-exhibitors or fellow exhibitors must be named separately and full addresses provided with binding effect by the exhibitor in a letter enclosed with the application, specifying the respective product programme. planetfair Dubai LLC or MESSE ESSEN GmbH shall notify the exhibitor of the admittance of one or several sub-exhibitors or fellow exhibitors. A sub-exhibitor or fellow exhibitor shall only have participatory approval following the receipt of this admittance notification.

(2) The inclusion of sub-exhibitors or fellow exhibitors without the prior approval of planetfair Dubai LLC or MESSE ESSEN GmbH shall entitle planetfair Dubai LLC or MESSE ESSEN GmbH to terminate the agreement with the exhibitor with immediate effect and to cause the stand to be cleared at the expense of the exhibitor.

(3) The exhibitor shall be liable vis-à-vis planetfair Dubai LLC and MESSE ESSEN GmbH for any fault or negligence caused by the sub-exhibitor or fellow exhibitor as he would be for his own fault or negligence.

## IV. Insurance and Liability

(1) The exhibitor or his representatives shall be responsible for properly insuring the exhibition goods as well as all other equipment and fittings against all transport, assembly and dismantling risks as well as during the event itself, in particular against damage, theft etc.

(2) planetfair Dubai LLC's and MESSE ESSEN GmbH's liability for personal injury or damage to property shall be limited in every case to intent and gross negligence.

(3) Indirect damage and loss of earnings shall be excluded from the liability.

(4) The exhibitor or his representative shall be liable for all damage caused by their participation vis-à-vis third parties, including damage caused to buildings and the exhibition grounds as well as on these and the fixtures and fittings thereof. The exhibitor shall expressly indemnify planetfair Dubai LLC and MESSE ESSEN GmbH against any possible third-party recourse claims resulting there

from which were not caused by the gross negligence or intentional behaviour of planetfair Dubai LLC and MESSE ESSEN GmbH or their vicarious agents.

## V. Withdrawal

(1) planetfair Dubai LLC and MESSE ESSEN GmbH shall be entitled to withdraw from the agreement in the event of an application being made to open composition or bankruptcy proceedings against the assets of the exhibitor, or in the event of an application of this nature being rejected on the grounds of insufficient assets. The exhibitor shall be obliged to notify planetfair Dubai LLC or MESSE ESSEN GmbH thereof without delay.

(2) Should planetfair Dubai LLC or MESSE ESSEN GmbH withdraw from the agreement for the reasons specified in I. (4) or II. (2), then the exhibitor shall nevertheless remain obliged to pay the total invoice sum.

## VI. Non-participation

Should the exhibitor cancel his participation or withdraw from the contract, he shall be obliged to pay the full costs of participation.

In principle any cancellation of the contract must be made in writing.

## VII. Cancellation, relocation, rescheduling and change to the duration of the event

The organiser is entitled to cancel the event if it has not received the minimum number of applications and the realisation of the event cannot be reasonably expected for economic considerations. Should the event be cancelled due to reasons that are not the responsibility of the organiser or due to force majeure, the organiser is entitled to a cost contribution from the exhibitor amounting to 25% of the participation fee. The exhibitor can also be invoiced for any other services ordered by the exhibitor that normally result in a payment obligation. Should the organiser be in a position to hold the event at a later date, it shall inform the exhibitor accordingly. The exhibitor is entitled to cancel his admission to the event held at such later date by corresponding notification to the organiser which must be received within a week of receipt of the information from the organiser; in this case, the organiser is entitled to claim a cost contribution from the exhibitor amounting to 100% of the participation fee. Should the organiser be responsible for the cancellation of the event, the exhibitor is not under an obligation to pay the participation fee. Should the organiser have to shorten the duration of an event once it is already in progress due to a case of force majeure or due to reasons for which the organiser is not responsible, the exhibitor is not entitled to any partial or full repayment or a waiver of payment claims by the organiser. The organiser shall not be liable in the event of the cancellation, relocation or rescheduling as a consequence of force majeure, in particular in the event of catastrophes, environmental damage, war, riots, terror, third-party crimes, employment disputes, energy shortages etc.

## VIII. Guarantee

Complaints issued on the grounds of any possible defects in the stand or the exhibition area must be forwarded to planetfair Dubai LLC or MESSE ESSEN GmbH in writing without delay following occupation, at the latest on the last day of preparatory assembly, thus enabling planetfair Dubai LLC and MESSE ESSEN GmbH to rectify any possible defects. Complaints issued at a later date cannot be recognised, and shall not lead to any claims being made against planetfair Dubai LLC and MESSE ESSEN GmbH.

## IX. Miscellaneous

(1) The exhibitor may only set-off claims against planetfair Dubai LLC and MESSE ESSEN GmbH if these relate to claims arising out of § 537 or § 538 BGB (German Civil Code). In other respects only if the exhibitor's counter-claim is uncontested or recognised by declaratory judgement. The exhibitor may only assert a right of retention insofar as this is based upon claims arising out of the present agreement.

(2) Claims of the exhibitor shall have a 6-month period of limitation. The period of limitation shall start at the end of the month during which the final day of the respective event falls.

(3) The exhibitor has to ensure that his exhibition stand is presented in a typical manner throughout the exhibition. This includes the stand make-out with walls, carpet, presence of stand personnel and display of exhibits and promotional material on the stand. Failure to meet these terms will result in a flat fee fine of 5,000 EUR. In addition any damages over and above this amount which can be proved by the organiser, may be charged to the exhibitor.

## X. Place of Performance and Place of Jurisdiction

The place of performance shall be Dubai.

For all current and future claims arising out of the business relationship with merchants, including claims based on bills of exchange or cheques, the exclusive place of jurisdiction shall be München.

The same place of jurisdiction shall apply in the event of the exhibitor not having a general place of jurisdiction within Germany, in the event of his relocating his domicile or ordinary place of residence abroad or in the event of his domicile or ordinary place of residence not being known at the time of the issuing of the complaint.

## XI. Applicable Law

The applicable law shall be exclusively the law of the Federal Republic of Germany.