

# 6<sup>th</sup> ALGERIA Electricity & Water Expo 2010

## Mailing Address Information

Exhibiting Company Name \_\_\_\_\_  
 Contact Person \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address 1 \_\_\_\_\_  
 Address 2 \_\_\_\_\_  
 City \_\_\_\_\_ State/Province \_\_\_\_\_  
 Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Website \_\_\_\_\_  
 Products/Services to be exhibited \_\_\_\_\_

## Contact Person

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Telephone \_\_\_\_\_ Mobile \_\_\_\_\_

## Event's Contact

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Phone \_\_\_\_\_ Mobile \_\_\_\_\_

## PR/Marketing Contact

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Phone \_\_\_\_\_ Mobile \_\_\_\_\_

## Participation Fee & Deposit per Booth Space

Description	SQM	Unit Price	Amount US\$
<b>Equipped Space</b> Minimum 12 M <sup>2</sup> <small>(space must be always in multiples of 3 square meters, i.e. 18, 21)</small>		\$485	
<b>Space Only *</b> Minimum 18 M <sup>2</sup> <small>(space must be always in multiples of 3 square meters, i.e. 18, 21h)</small>		\$395	
<b>Premium Placement (Corner Booths)</b> Minimum 24 M <sup>2</sup>		+10% of Booth Cost	
Advertisement in the Exhibition Directory			

## Payment and Cancellation Terms

A non-refundable and non-transferable payment of 20% of the exhibit fee is required with this contract. The full balance is due 90 days before the event. Cancellation policy is as follows: If a written cancellation is received 91 days or more from the date of the event, Exhibitor is liable for 50% of contracted amount; after 90 days. Exhibitor is liable for 100% of said amount. Please contact your sales representative to make arrangements for bank wire transfer payments.

**Due Amount**  
**20% Due Deposit**  
**Balance**

## APPLICATION AND EXHIBIT SPACE CONTRACT

8-10 NOVEMBER 2010

ALGIERS, ALGERIA

## Advertising in the Official Directory

Description	US\$	QTY
Full Page	595	
Outside Back Cover	1,864	
Inside Front Cover	1,985	
Inside Back Cover	1,565	
Inside Facing, Front Cover	1,770	
Inside Facing, Back Cover	1,538	
Double Page Spread	895	

**Note:** This document, when signed by Exhibitor and New-Fields, constitute a binding legal agreement. New-Fields agrees to review this Application and Contract and assign exhibit space to your company, if available, consistent with AKBL eligibility requirements and policies. Exhibitors agree that upon acceptance 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 Exhibitor in accordance with its terms. By the signature below, the individual signing this document represents and warrants that he/she is duly authorized to execute this binding contract on behalf of Exhibitor. It is understood that the booth will be assigned to the company name listed above. By signing this agreement, Exhibitors confirm that they have received, read and agree to the attached 2010 Algeria Kitchen, Bath and Lighting Application and Space Contract Terms and Conditions, incorporated in its entirety herein and expressly made a part of this Application and Contract. This Application and Contract and the included 2010 Algeria Kitchen, Bath and Lighting Application and Space Contract Terms and Conditions constitute an agreement and cannot be modified except by written agreement signed by New-Fields.

## Exhibiting Company's Representative Name:

Title: \_\_\_\_\_

Signature : \_\_\_\_\_ Date \_\_\_\_\_  
 (Authorized by Exhibiting Company)

## Exhibit Space Choices

Refer to the A KBL floor plan and list four (4) space choices in order of preference. We will try to accommodate your preference, but space requests are for guidance and are not guaranteed. Assignments are based on: a) Product Category; b) Special Requirements; and c) Space Availability. All request received will be handled upon receipt of this executed Application and Contract, on a first-come, first-served space-available basis. New-Fields will not process illegible incomplete or unsigned Application and Contracts.

## Booth #

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## EXHIBITORS: PLEASE DO NOT WRITE IN THIS SPACE FOR New-Fields OFFICE USE ONLY

Payment Received \$ \_\_\_\_\_ Money Receipt # \_\_\_\_\_

Balance Due: \$ \_\_\_\_\_ Date \_\_\_\_\_

Accepted by New-Fields

By: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Produced and Organized By New-Fields Exhibitions, Inc.

United States  
 1101 Pennsylvania Avenue, NW  
 6th Floor  
 Washington, DC 20004 USA  
 Phone +1.202.536.5000  
 Fax +1.202.280.1239

Middle East & North Africa  
 P.O. Box 14003  
 Al-Nayli Building  
 Dubai, UAE  
 Phone +971.4.268.6870  
 Fax +971.4.262.4569

Promotional Code NQAEW

# AGREEMENT TERMS AND CONDITIONS

1. Upon the Exhibiting Company's ("Exhibitor") execution, this Agreement becomes a binding contract between NEW-FIELDS (New-Fields means: New Fields Exhibitions, Inc. or New Field Exhibitions Organizing) and the Exhibitor subject to the parties' respective rights described in the terms and conditions set forth below. No Exhibitor shall be permitted to exhibit at the event unless the Exhibitor has executed this agreement, paid all applicable fees and deposits by the deadlines set forth on the front side and otherwise complied with this agreement in all respects.

2. The execution of this agreement and the timely payment of all fees and deposits does not guarantee that an Exhibitor will be permitted to exhibit at the event or be assigned to a particular exhibit hall, section within the show or exhibit hall, or the space or number of booths desired by the Exhibitor or assigned by NEW-FIELDS. NEW-FIELDS reserves the right to select those Exhibitors who will be permitted to exhibit at the show, and the exhibit hall, area and number of booths in which the Exhibitor will be allowed to exhibit, in its sole and absolute discretion.

3. NEW-FIELDS retains the absolute right to cancel, change or modify the exhibit space assignment of any Exhibitor, in its sole and absolute discretion, for any or no reason, with or without cause by mailing/faxing/emailing the Exhibitor a written "Notice of Cancellation or Change of Exhibit Space Assignment" provided such notice is postmarked at least ten (10) days before the applicable NEW-FIELDS show. Exhibitor also recognizes and understands that circumstances may arise immediately prior to or during the event that may also make it necessary for NEW-FIELDS to change or cancel an Exhibitor's space, or make the exhibit space available to the Exhibitor for fewer days and/or fewer hours than had previously been confirmed.

4. Use of Fees and Deposit. Exhibitor expressly acknowledges that NEW-FIELDS reserves the right to apply any fees and deposit amounts paid pursuant to this Agreement (i) to remedy any default of Exhibitor under this Agreement including payment of required insurance under Section 12 of this Agreement; (ii) to remedy any default of Exhibitor from any previous agreement(s); (iii) for payment of any checks returned for NSF (including any bank fees related to the NSF check); and (iv) to pay any onsite violations of the Exhibitor. Exhibitor agrees to pay to NEW-FIELDS the amount offset against a Past Due Amount. Exhibitor agrees to pay to NEW-FIELDS the amount offset against a Past Due Amount within ten (10) days of the date of New-Fields' notice or, if the deadline for the applicable payment is more than ten (10) days from the date of the notice, by the applicable deadline. If the Exhibitor fails to pay the offset amount within the required period, the Exhibitor shall be considered to be in default of its payment obligations under this agreement and NEW-FIELDS shall have the right to cancel or change the Exhibitor's space assignment and exercise its other rights under this agreement.

5. NEW-FIELDS reserves the right to increase or decrease show hours, days or location. New Fields reserves the right to Change the event's venue and/or event dates without any prior notice. These changes do not constitute grounds for the exhibitor to cancel or ask for refund.

6. Should the premises, or any portion thereof, be rendered unusable for any reason or due to any cause whatsoever, including but not limited to fire, the elements, acts of God, mob, riot, war or civil commotion, NEW-FIELDS shall in no way be liable for any personal or business loss or any other damage, consequential or otherwise, inconvenience or annoyance to the Exhibitor arising from any of said causes.

7. NEW-FIELDS makes no representations or warranties, express or implied, to the Exhibitor regarding the condition of the premises or the success of the Exhibitor's efforts for which the exhibit space will be used. Under no circumstances shall NEW-FIELDS be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by the Exhibitor or any other party as a result of the condition of the premises, the exhibit space, or the Exhibitor's efforts for which the exhibit space will be used, or the theft or destruction of the Exhibitor's products or property.

8. Exhibitor understands and acknowledges that all utilities including, but not limited to, electrical, water, heating, ventilation, and air conditioning are provided by the show facility and not by NEW-FIELDS, and as such, NEW-FIELDS assumes no responsibility for any disruption in service.

9. Exhibitor acknowledges and agrees that should (a) NEW-FIELDS issue a Notice of Cancellation or Change or (b) change or cancel an Exhibitor's space or make exhibit space available for fewer days than had previously been confirmed, NEW-FIELDS shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by the Exhibitor or any other party as a result of any exhibit space cancellation, change or reduction in number of available days except as specifically set forth in this paragraph. The Exhibitor expressly acknowledges and agrees that NEW-FIELDS' liability to the Exhibitor in any way relating to the Agreement and/or the use, cancellation, change or reduction in the number of available days of exhibit space shall be limited to the return to the Exhibitor of all or a prorated portion of any fees or deposits previously remitted to NEW-FIELDS.

10. Exhibit Space Rules. NEW-FIELDS shall have the right in its sole and absolute discretion to establish rules for the show and the use of exhibit space covered by this Agreement, including but not limited to the rules within the Exhibitor Manual. All Exhibitors are required to comply with all such rules which are deemed incorporated herein by this reference and shall be available to each Exhibitor prior to the show.

11. Any Exhibitor who seeks to withdraw from the show or to reduce the number of booths set forth on the front side of this agreement, for any reason, shall be charged an automatic processing fee of \$1,000 per 100 sq. ft. or for every 9 Sq. Meters Withdrawals and requests for space reduction must be made in writing and shall be deemed effective on the date such notice is received by NEW-FIELDS. To receive a full refund of the booth deposit or other fees paid (less processing fee); the request to withdraw from the show or for a reduction in space must be received by NEW-FIELDS at least one hundred eighty (180) days prior to the show opening. Any Exhibitor whose request is received less than one hundred eighty (180) days prior to the show opening shall forfeit their entire deposit and be obligated to pay NEW-FIELDS all amounts due for the booth space/exhibit space and hard wall booth package originally ordered on the front side of this agreement. The parties agree that all amounts required to be paid by this section have been agreed upon because it would be impracticable or extremely difficult to determine the actual damages suffered by NEW-FIELDS as a result of the Exhibitor's withdrawal or reduction in the number of booths. All refunds will be processed within ninety (90) days after the close of the show, and no interest will be paid on any amounts received by NEW-FIELDS. Any cancellation or failure of Exhibitor to actually occupy the exhibition space assigned to Exhibitor at the show may, in NEW-FIELDS' sole discretion, result in partial or complete termination of Exhibitor's rights under any sponsorship agreements, packages or opportunities associated with the event.

12. Indemnification; Insurance. Exhibitor agrees to protect, indemnify, save and hold harmless, NEW-FIELDS, its affiliates, its service contractors, and each facility at which its exhibit space is located as applicable and each of their respective agents and employees from any and all liability, damage or expense arising out of any injury to any person or property while in the Exhibitor's area or Exhibitor's use of any exhibition space or services. Exhibitor has full responsibility for their product, equipment and displays. Exhibitor releases NEW-FIELDS from all responsibility for theft, damage to booths or products, and/or any special, incidental, indirect or consequential damage, of any kind, for any reason.

Exhibitor agrees to maintain adequate insurance to fully protect NEW-FIELDS and its affiliates, co-sponsors, service contractors and the exhibit venue from any and all claims, arising from Exhibitor's activities at the show, including, but not limited to, the installation, operation and dismantling of Exhibitor's booth. Exhibitor must maintain the following insurance coverages: (a) workers' compensation coverage not less than the statutory limits; and (b) commercial general liability, including products and completed operations, independent contractors personal injury and blanket contractual liability insurance limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. These coverages must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder. The Certificate must name NEW-FIELDS as additional insureds and be provided to NEW-FIELDS at least 30 days before the proposed exhibition date, or a \$200 Certificate late fee will be automatically assessed against Exhibitor's security deposit. Exhibitor understands that neither NEW-FIELDS nor the exhibit venue maintains insurance covering any of the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance. (12.a & 12.b applicable to events held in the US or wherever required by law)

13. Service Contractors. NEW-FIELDS, through a bidding process, selects certain show and exhibitor service contractors who may each therefore identify themselves as an "authorized contractor" to the show. The use of "authorized contractors" at the show is highly recommended. NEW-FIELDS may receive some economic benefit when Exhibitors utilize certain services of "authorized contractors" which may help NEW-FIELDS defray the overall show and booth costs.

14. Arbitration. The Exhibitor and NEW-FIELDS agree that any and all disputes in any way relating to, or arising out of this Agreement or the assignment, use, denial, change, or cancellation of exhibit space, shall be submitted to the American Arbitration Association (AAA) for arbitration before a single arbitrator in accordance with the rules of AAA then in force and effect as the sole and exclusive remedy for resolving such controversies. The parties agree that the decision of the arbitrator shall be final and binding and that a judgment may be entered on such arbitration award in any court of competent jurisdiction. The parties agree that any such arbitration shall take place in Washington, DC. The prevailing party in any such arbitration shall be entitled to recover its costs and expenses, including reasonable attorney's fees, incurred in connection with such arbitration. THE PARTIES ACKNOWLEDGE AND AGREE THAT BY SELECTING ARBITRATION AS THE SOLE AND EXCLUSIVE REMEDY FOR RESOLVING ALL DISPUTES AMONG THEM, THEY ARE WAIVING THEIR RIGHT TO A TRIAL BY JURY TO WHICH THEY MAY BE OTHERWISE ENTITLED. (Item 14 Applicable to events held in the United States)

## 15. Miscellaneous

a) The terms and conditions set forth above govern the rights and responsibilities of NEW-FIELDS and the Exhibitor. The Agreement and these terms and conditions represent the sole and entire agreement among the Exhibitor and NEW-FIELDS and supersede all prior agreements, negotiations, and discussions between the parties hereto, and/or their representatives. No person at NEW-FIELDS is authorized to make any changes, amendments or modifications to these terms and conditions except in a writing specifically referring to the Agreement and these terms and conditions and signed by a duly authorized representative of NEW-FIELDS.

b) The Agreement and these terms and conditions shall be construed as a whole in accordance with their fair meaning and the laws of the District of Columbia.

c) The provisions set forth above are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

d) No waiver of any term, provision or condition set forth above, in any one or more instances, shall be deemed to be or construed as a further waiver of any such term, provision or condition.

e) The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority and power to do so and bind the entity for whom they sign.

f) NEW-FIELDS shall use reasonable care to have all power services installed in time for the opening of the Show. Proper and reasonable care shall also be taken to prevent interruption of power services during the exhibition. NEW-FIELDS shall not be held responsible for late installation or interruption of any services that may occur.

g) By signing this Agreement, Exhibitor authorizes NEW-FIELDS to use its name and any photographs and/or video recordings taken at the exhibition/event/conference/summit and associated events for commercial and/or promotional purposes.

h) VISA & VISITORS 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. It's 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.

i) 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.

j) 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 applicants non cancelable 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 what so ever and that include the advance payment except as outlined in the cancellation policy.

16. Payment Information. The remaining 80% or any remaining amount must be received no less than 60 days prior to the event. No surcharge is imposed by NEW-FIELDS for payments made using credit cards.

17. American Disabilities Act. Exhibitor acknowledges and agrees that, in connection with the Show, it will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Show, Exhibitor will: (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Show; (ii) assure, at its expense, that displays posted at or on Exhibitor's booth(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA. (Applicable to events held in the United States)

18. Badges. Exhibitors must, at all times including but not limited to set-up and break-down, wear a NEW-FIELDS exhibitor badge to enter the exhibition hall. PLEASE NOTE: Due to security regulations, Exhibitors may be asked to present photo ID to receive badges. All Exhibitors must identify all personnel who will be working in Exhibitors booth.