

**ORIGINAL COPY TO BE RETURNED BY MAIL BEFORE **OCTOBER 30, 2009****

**EXHIBITOR APPLICATION FORM**

Gallery Name:	_____	Contact Person 1:	_____
Address:	_____	Contact Person 2:	_____
	_____	Telephone:	_____
City:	_____	Fax:	_____
State/Province:	_____	Mobile:	_____
Postal Code:	_____	E-mail:	_____
Country:	_____	Year Gallery Founded:	_____

Billing Name:	_____	Billing Contact:	_____
Billing Address:	_____	Billing Telephone:	_____
	_____	Fax:	_____
City:	_____	Mobile:	_____
State/Province:	_____	E-mail:	_____
Postal Code:	_____	Website:	_____
Country:	_____		

**PURPOSE OF THE SHOW:** Design Miami/ Basel® is a design show of the world's most significant 20<sup>th</sup>- 21<sup>st</sup> century design galleries. This unique show will showcase work from leading international design galleries and present its choice for the annual Designers of the Future Award. Design Miami/ Basel® also engages progressive dialogue about design with Satellite Exhibitions and Design Talks. Design Miami/ Basel brings together the most prominent collectors, design connoisseurs and designers from around the world.

**SHOW MANAGEMENT:** Design Miami/ Basel, AG and its successors and assigns ("Show Management"), have sole authority for all activities described in this application, and all other matters pertaining to the contemplated exhibition (the "Show").

**PARTICIPATION:** The correctly completed and submitted Exhibitor's Application Form signed in a legally binding manner constitutes an application only and confers no right of admission to the Show, but execution hereof by the undersigned constitutes the undersigned's acceptance of the terms hereof and the Exhibitor Terms and Conditions attached hereto, subject to acceptance of this Application by Show Management. Not until the definitive selection for participation do the applicants receive written acceptance by Show Management. At this time, the admission ceases to be provisional, and the exhibitor contract becomes unconditionally binding in its entirety.

**Booths Prices and Dimensions:** Indication of preference does not guarantee Exhibitor placement. Booths are priced at CHF 675.00 per square meter. Given limited availability we cannot guarantee that you will receive your first choice for size selection but you will not be charged for a booth greater than what you have indicated below. Please make your selection:

\_\_\_ Standard Booth, (40-60sqm)    \_\_\_ Medium Booth, (61-80sqm)    \_\_\_ Grande Booth, (81sqm and above)

**Each Booth at Design Miami/ Basel ® 2010 includes the following:**

Hard back wall	1 spotlight per 9m2
Representation in the Catalogue	5 exhibitor passes and 5 worker passes
VIP invitations to previews and events at Art Basel	50 general admission tickets to the Show

**Promotional Materials:**

10 Catalogues	Inclusion in the DMB press and marketing materials
Listing on DMB web premises with hyperlink	

**Selection Procedures :**

The Selection Committee will make the selection of exhibitors in the Show. Galleries will be informed, in writing, of the status of their application on or before January 29, 2010. Show Management may extend this date at their discretion. All applicants must show design components in their booths that reflect the purpose of the Show.

IF YOU ARE APPLYING TO Design Miami/ Basel FOR THE FIRST TIME, please email the following to [Alexandra@designmiami.com](mailto:Alexandra@designmiami.com) for submission to the Selection Committee:

- a) a brief history of the gallery
- b) a list of exhibitions from the last two years and for the upcoming year
- c) a list of designers represented by the gallery
- d) 5 small jpegs of recent pieces shown
- e) 5 small jpegs of past exhibitions
- f) a list of designers you intend to present at the Show
- g) a detailed exhibition concept for the Show
- h) 5 small jpegs of pieces to be presented at the Show

IF YOU ARE A RETURNING GALLERY APPLYING TO Design Miami/ Basel, please email the following to [Alexandra@designmiami.com](mailto:Alexandra@designmiami.com) for submission to the Selection Committee:

- a) 5 small jpegs of recent pieces shown
- b) 5 small jpegs of recent exhibitions
- c) a brief exhibition concept for the Show
- d) 5 small jpegs of pieces to be presented at the Show

The application documents submitted are retained by Show Management and will not be returned. This Application Form does not entitle the undersigned to admission to the Show. All applications are subject to written acceptance from Show Management. For avoidance of doubt, the decision of the Selection Committee is final. Any unsuccessful Applicant will have no right to make a claim against Show Management in respect to the Selection Committee's decision. Participation in the Show is subject to approval of this Application Form.

**Conditions for Admission as a Participant:**

Design Miami/ Show Management strives to facilitate optimal conditions for all exhibitors and visitors to the show, with an emphasis on guaranteeing both the quality and diversity of all exhibitions. To achieve these goals, Show Management relies on the support of the Design Miami/ Gallery Committee, which consists of participating gallerists and Show Management. The Gallery Committee assesses exhibitor proposals at a meeting held specifically for this purpose, then selects applications on the basis of exhibitors' quality of proposal and compatibility with the concept of the Show. The Gallery Committee considers the following factors when evaluating exhibitor proposals:

- a. The design work represented by the gallery must have been produced between the turn of the 20<sup>th</sup> Century and the present day; preference is given to work that is exceptionally rare and historically significant. Work created prior to the 20<sup>th</sup> Century is considered at the discretion of Show Management.
- b. Eligibility for admission as an exhibitor is restricted exclusively to galleries. Design dealers who regularly stage public exhibitions on their business premises are considered to have the same status as galleries. A gallery can be admitted only if it has been in existence for at least two years by the date of the application deadline.
- c. The gallery must support a focused program, including regular curated exhibitions concentrating on a coherent body of work; preference is given to galleries that publish catalogues and organize educational and social public events.
- d. The gallery's relationship with the designers it represents will be considered, including the duration of the collaboration and the gallerist's track record in the market.
- e. The gallery's application must convey a well-considered exhibition proposal for presentation at Design Miami/ Basel. If the gallery exhibits at additional fairs, these exhibitions will be taken into consideration, as well as the exhibitions that take place within the home gallery space.
- f. The proposal submitted for Design Miami/ Basel must contain a detailed description of the planned exhibition and images of distinctive works to be presented.

- g. All applicants must submit a completed application before the selection process, and in doing so, agree to comply with Design Miami/ Basel's Terms & Conditions.

The Design Miami/ Gallery Committee works according to the following criteria:

- a. All applicants are juried each year; no exemptions or exceptions are made. All applicants are subject to the selection procedure.
- b. Every application is discussed extensively. All material submitted is carefully reviewed and assessed.
- c. Decisions are made on the basis of several rounds of shortlisting, which gradually lead to the final results. Notification of the decisions of the Gallery Committee is made in written form; reasons are not given.

These Guidelines will be followed at the discretion of Show Management.

**Non-Refundable Application Fee:**

Your application must be accompanied by a non-refundable **Application Fee of CHF 500.00.**

**TERMS AND CONDITIONS:** By signing this application, the applicant accepts the terms defined in this document, the Exhibitor Terms and Conditions as legally binding. The Exhibitor Terms and Conditions form an integral part of this contract.

**APPLICABLE LAW AND PLACE OF JURISDICTION:** These terms and conditions are governed by and construed in accordance with the laws of Switzerland, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Basel-City, Switzerland and they waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an appropriate or inconvenient forum.

**Declaration of the Applicant:**

The undersigned applicant vouches for the authenticity of the works of design presented at Show. By its signature, the applicant confirms having received a copy of the Exhibitor Terms and Conditions and acknowledges acceptance of the Terms and Conditions set out in this Application Form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Please return your application to:**

Alexandra Cunningham  
Design Miami/  
3841 NE 2<sup>nd</sup> Avenue, Suite 400  
Miami, Florida 33137, USA

Tel: +1 (305) 572.0866  
Fax: +1 (305) 531.6102  
Email: [Alexandra@designmiami.com](mailto:Alexandra@designmiami.com)

Please send the CHF 500 non-refundable application fee by check or wire transfer to:

Check:  
Design Miami Basel, AG  
c/o Messe Schweiz (Holding) AG  
Messeplatz 1  
CH- 4058 Basel, Switzerland

Wire Transfer:  
Design Miami Basel, AG  
Basler Kantonalbank, CH-4002 Basel  
Account-Nr: 16 5 485 396 63  
Clearing-Nr: 770  
Swiftcode: BKBBCHBB  
IBAN: CH49 0077 0016 5485 3966 3

**Guidelines for Additional Services:** Once your accepted application has been processed, the Exhibitor Show kit will help estimate your expenses for participation in the Show. Design Miami/ Basel AG has negotiated with contractors and hotels to keep prices as low as possible. The Show Management will email information to you as it becomes available.

# Exhibitor Terms and Conditions

## 1. Interpretation.

“Application Form” means the application form for admission to the Show;

“Contract” means the contract for participation in the Show, and which includes the Application Form and the Exhibitor Terms and Conditions

“Exhibitor” means the gallery participating in the Show following acceptance by the Selection Committee;

“Exhibitor’s Show Kit” means the manual containing supplementary information for the Exhibitors at the Show;

“Show” means the Design Miami/Basel show 14-19 June 2010 in Basel, Switzerland.

“Show Management” means Design Miami/ Basel AG and its successors or its assigns.

“Show Premises” means “Hall 5, Exhibition Center Basel”

“Selection Committee” means the panel, which will decide on admission to the Show.

“Landlord” means MCH Messe Schweiz (Basel) AG

“Contract Confirmation” means the document sent to each Exhibitor which activates this contract

“Vetting Policy” means the document in the Showkit that outlines material accepted for exhibition in the Show

## 2. Acceptance

Acceptance of this application by the Show is effective when Show Management receives a returned copy signed by an authorized representative of the Exhibitor, the CHF 500 non-refundable application fee and Show Management accepts this application in writing. Show Management reserves the absolute right to decline or reject any proposed Exhibitor whose products or services are not satisfactory to Show Management, in its sole discretion.

## 3. Governing Terms and Conditions

Participation by the Exhibitor in the Show is subject to the terms and conditions set out below which shall govern the contract between the Exhibitor and the Show Management to the exclusion of any other. Participation is in all cases subject to written acceptance by Show Management.

The Exhibitor must comply with all the Terms and Conditions set forth below. The Show Management reserves the right to, at any time, issue other rules and regulations of participation to supplement these terms and conditions.

## 4. Exemption

Show Management reserves the right to waive, add to or alter any of the Terms and Conditions in the interests of the Show, whether generally or in any particular case, to take into account unforeseen circumstances.

Exception from any one or more of the Terms and Conditions may be granted at Show Management’s discretion, but will only be effective if given in writing.

## 5. Withdrawal prior to acceptance

Any applicant may withdraw its application prior to receiving the Contract Confirmation without any cost.

## 6. Non-Refundable Application Fee

Each Application Form must be accompanied by a non-refundable application fee of CHF 500. Such application fee is non-refundable under any circumstances, is fully earned by Show Management upon its receipt of such application, and is in addition to each applicant’s booth price and all other sums payable by that applicant.

## 7. Booth Allocation

Once the Exhibitor has been given written notice of acceptance into the Show, Show Management will allocate a booth to the Exhibitor. Booth allocation takes into account the floor plan design, the exhibition theme and technical specifications. Based on the Exhibitor’s booth size request, Show Management develops a floor plan showing each Exhibitor’s booth allocation. Exhibitors’ requests regarding location are not binding. When allocating booths, Show Management reserves the right to deviate to a reasonable extent from the Exhibitor’s requested booth size. The booth location is presented to the Exhibitor by means of a digital floor plan. Any objections to the booth location or size must be submitted to Show Management in writing **within 7 days of dispatch of the floor plan**. Reasons must be given for the objection. If Show Management does not receive the Exhibitor’s objection to booth location or size within 7 days, the allocation will be considered to have been accepted.

Show Management makes every effort to meet location and size requests. Any objections to the booth allocation are ruled on by Show Management within three weeks of receipt. Exhibitors will receive Contract Confirmation only after the booth has been definitively allocated. Show Management is entitled to change the Exhibitor’s booth allocation in deviation of the Contract Confirmation to make necessary structural changes to the Show. Any differential amount for the costs of the booth resulting from such change may be credited or debited to the Exhibitor in the invoice.

Show Management is not liable to the Exhibitor for any consequences arising from the position or surroundings of his booth.

A booth may only be occupied by the Exhibitor to whom it has been allotted. Any exhibitor may not sublet his/her booth or any part of it.

An Exhibitor may not permit any non-exhibiting person to use for any purpose whatsoever his/her booth.

The Show Management and those authorized by them have the right to enter any part of the Show Premises at any time to execute works, repairs and alterations and for other purposes. No compensations will be payable to the Exhibitor for damage, loss or inconvenience so caused except where resulting from a negligent act or negligent omission on the Show Management’s part.

## 8. Payment

Payment is accepted via check, money order, wire transfer or credit card. If paying by credit card, an additional processing fee of 5% will be added to the total amount.

- a. **Down Payment Invoice:** The total cost of the booth and advance payment for additional services are invoiced after the definitive booth allocation has been communicated with the Contract Confirmation. Payment of total cost is due 30 days from the invoice date. Show Management reserves the right to issue special terms for payment for registrations received at short notice.
- b. **Late Payment:** Show Management may dispose otherwise of booths for which payment of the down-payment invoice is not made within the term. In the case of late payment, the defaulting Exhibitor must pay an interest fee of 4% of the booth fee within 14 days of the invoice due date, the total amount as a contribution to administrative costs.  
Show Management must be in possession of the payment or legally valid proof of payment by the time the official setting up period begins. If this is not the case, Show Management is entitled to refuse the Exhibitor access to the premises or to clear the stand immediately at the Exhibitor's expense.
- c. **Advance Payment for Additional Services:** Advance payment for additional services, such as technical connections, internet service or insurance, may be required. This amount will be included in the invoice with the booth fee. If unused, this advance payment will be refunded to the Exhibitor.
- d. **Build-Out Invoice:** Advance payment for build-out and additional orders may be required. This amount will be invoiced prior to the Show and must be paid in full before Exhibitor registration.
- e. **Final Invoice:** After the Show, the Exhibitor will receive the final invoice for additional services provided, offsetting the advance payment described in section 8.c against the effective costs. The final invoice must be paid in full within 30 days of the invoice date.

## 9. Works Exhibited

Show Management has the right to require complete details of any proposed design and reserves the right to prohibit the exhibition of any object which does not meet the requirements of the Vetting Policies in the judgment of the Vetting Committee. If necessary such objects will be removed from the stand by Show Management at the expense of the Exhibitor.

Booths cannot be altered in any way that detracts from their original appearance from the time of the show opening (June 14-19) without express permission from Show Management. This includes removing sold works.

- a. **Authenticity:** Exhibitor is strictly accountable for the authenticity of the objects which are shown or sold at the Show. The Exhibitor shall indemnify and hold Show Management, Show Premises and the Landlord and each of their respective affiliates, officers, directors, employees, agents and contractors harmless against any claims whatsoever made with regard to the authenticity of any object, with regard to any misrepresentation of any irregularity made with respect to the sale of any object at the Show, as well as any expenses incurred by Show Management, including attorney's fees. Exhibitor is required to abide by all laws regarding intellectual property rights. The legal provisions governing the protection of intellectual property rights grant protection for patents of inventions, trademarks, designations of origin, designs, copyright, and against unfair competition, and must be strictly observed. Any person who infringes intellectual property rights held by others can be held responsible under both civil and criminal law. If Exhibitor has good reason to believe that another exhibitor or other person at the Show is infringing Exhibitor's intellectual property rights during the Show, Exhibitor may file an action for an injunction in order to prevent presentation of the infringing object. If the Exhibitor provides Show Management with evidence reasonably satisfactory to Show Management that Exhibitor already has a legally binding judgment forbidding the presentation of a certain object, the Show Management will advise the infringing exhibitor to remove the object from the stand. No infringing objects may be sold or offered for sale at the Show. The presentation or sale of infringing objects at the Show is a material breach of the Exhibitor's contract. Repeated violations of intellectual property rights are grounds for the closure of a booth. No refunds will be paid if a booth is closed for showing or selling infringing objects. Exhibitor agrees to indemnify and hold Show Management harmless from any damages, costs, expenses (including reasonable attorney fees), judgments and/or settlements, which Show Management incurs as a result of claims that Exhibitor is showing or selling infringing objects.
- b. **Vetting Committee:** Show Management will appoint the appropriate Vetting Committee with respect to the different categories of exhibits to be shown. The Vetting Committee has the right to examine any and all objects for any reason displayed in a booth at any time throughout the length of the fair. During the vetting process, exhibitors must be near their booths in case the committee wishes to consult with them. Exhibitors must abide by the final decisions of the Vetting Committee.

### Labeling

All exhibitors must have a description listing of each object displayed or to be displayed in the booth. Each object must be properly attributed and correctly labeled including an account of the date in which it was made, country of origin, description of materials and statement of condition of the original form. No overly restored pieces are permitted to be displayed. During the examination process, the Vetting Committee will evaluate every label description for each object displayed in an exhibitor's booth to ensure that attributions and condition descriptions are not misleading.

### Restoration/Condition of Objects

Any object that has had major restoration is not permitted to be shown by an exhibitor. The following constitutes major restoration: any object that has been so restored as to exclude evidence of serious or extensive damage, marriages of parts of any kind, any subtractions, later enrichments and any alterations which change the original character of an object to enhance its value.

### Visual or Fine Art

Any object that qualifies within the Visual or Fine Art category is not permitted to be exhibited at the Show. An Exhibitor planning to exhibit work in the booth that could qualify as Visual or Fine Art should consult Show Management before shipping the object to avoid having the object removed from the booth during Vetting

### Reeditions

Neither reeditions nor reproductions are permitted to be exhibited at the Show.

Design Miami Basel accepts late editions of historical work on a case-by-case basis considering these guidelines:

- \* The work should be created in collaboration with the original designer, not the designer's family or estate
- \* The work should have existed only as a prototype before the contemporary edition is produced.

\*The work can be made in an edition of no more than 30 pieces.

Extremely rare vintage reeditions will be accepted only with the express approval of Show Management. If an Exhibitor plans to exhibit work at the Show that may qualify as a reedition or late edition of an historical work, please notify Show Management before shipping so the work may be reviewed and approved. Unapproved work in this category is at risk of being removed from the booth during the vetting

#### Period for Consideration

Design Miami/ Basel permits limited-edition and rare historic design from the turn of the twentieth century to the present day. Works created before the turn of the twentieth century are permitted in the show at the discretion of Show Management.

#### Examination

If the Vetting Committee is in all agreement that an object displayed is of deceptive origin, Show Management will ask for the removal of the object from the exhibitor's booth. When offering the opinions of an expert about an object to the Vetting Committee, it is not enough for an exhibitor to attribute a statement to a particular expert. A supporting letter, signed by the expert concerned, must be supplied. If the Vetting Committee is evenly split in its deliberations about an object, a member of the Gallery Committee will be consulted.

#### **10. Admission to the Show Premises**

The Exhibitor must obtain from the Show Management the necessary passes to admit their representatives and contractors to the Show premises during the set up period. The Show Management reserves the right to expel or to refuse to admit any person notwithstanding that person's possession of the pass. Passes may be used only by authorized individuals. Sharing of passes with unauthorized individuals may result in expulsion from the Show

#### **11. Participation**

Exhibitors are obliged to use the booth for the duration of the Show and to keep the booth sufficiently manned during Show opening hours.

#### **12. Show dates and exhibition hours**

**Monday, June 14, 2010**

**Collectors' Preview: 3pm – 6pm**

**Vernissage: 6pm – 10pm**

**By invitation only**

**Thursday, June 17, 2010**

**Nocturne: 7-9pm**

**By invitation only**

**Tuesday, June 15 - Saturday June 19, 2010**

**Regular Show Hours: 11am – 7pm**

#### **13. Indemnity**

The Exhibitor will indemnify and hold harmless Show Management and Landlord against any and all claims, liabilities and losses which either or both may incur as a result of or incident to Exhibitor's participation in the Show or exercise of any of its rights or privileges as an Exhibitor at the Show, including without limitation as a result of:

- any claim made in respect of damage to persons and property caused by the Exhibitor, the Exhibitor's booth, installation, furnishings, exhibits or staff or contractors, employees, or agents;
- any breach of the Terms and Conditions of this Contract by the Exhibitor; or
- any claim for copyright infringement, for which the Show Management may be sued or held liable relating to work submitted by or through the Exhibitor or any acts or omissions of the Exhibitor or its staff or agents in connection with the Show during the period of occupation or otherwise.

#### **14. Failure to occupy**

An Exhibitor who fails to occupy their booth by **12pm, June 13, 2010** will forfeit his/her right to occupy the space and the Show Management claims full right to that space. In that event, the Exhibitor shall remain liable for the full rental and any additional costs incurred by the Show Management.

#### **15. Insurance**

Each Exhibitor must effect and maintain adequate public liability insurance and all other relevant insurance, naming Show Management as an additional insured, in order to keep himself/herself insured to cover his/her liabilities under this Contract. The Show Management may at any time at its sole discretion require the Exhibitor to provide it with a copy of his/her insurance policy.

#### **16. Liability**

Except for its own gross negligence or willful misconduct, Landlord or Show Management shall have no liability whatsoever to Exhibitor or any other party arising from use of the premises by Show Management, Exhibitor, or any other party in connection with the Show. Show Management is not the agent or contractor of Landlord, and Landlord shall have no responsibility for any action or inaction of Show Management, with respect to the Show or otherwise. Landlord is not obligated to provide any security whatsoever for the Show or otherwise. Show Management does not exclude its liability (if any) to the Exhibitor:

- for personal injury or death resulting from Show Management's negligence;
- for any matter which it would be illegal for Show Management to exclude or to attempt to exclude its liability; or

-for fraud by Show Management.

The liability of Show Management to Exhibitor for breach of this Agreement or otherwise shall not exceed the total booth price paid by Exhibitor to Show Management under this Agreement.

In the event of conflict between this section and section 23 below, section 23 below shall control the extent of such conflict.

#### 17. Compliance

The Exhibitor shall be obliged to comply with all statutory, official, professional and other valid accident prevention regulations and other safety requirements during set-up and dismantling of the booth and for the duration of the Show.

#### 18. Show guide, catalogue and visitor information

Inclusion in the show guide/catalogue and the visitor information system is obligatory for all Exhibitors. Each Exhibitor will receive representation in the catalogue, and free copies of the catalogue/show guide at the Show. The Show Management reserves the right to reject or amend any catalogue/show guide information supplied by the Exhibitor.

#### 19. Security

The Show Management will attempt to arrange reasonable security for the Show, but Show Management shall have no other duty or obligation with respect to security. Without limitation of the foregoing, Show Management is not responsible for any action, inaction, negligence or misconduct by any security guards, or if security guards do not keep agreed schedules.

To maintain security, once installation commences, nothing can be removed from the Show Premises unless accompanied by the appropriate pass, until the dismantling is complete.

The Exhibitor assumes all security risks that cannot reasonably be eliminated by the security services provided by the Show Management.

#### 20. Electrical Services

The Show Management will use reasonable endeavors to provide common area lighting, but shall not be liable to any loss or damage due to failure or interruption of any service.

No Exhibitor is allowed to install its own power connection. Fire, safety and security regulations must be followed.

#### 21. Maintenance

The Show Management will be responsible for keeping the common areas of the show Premises clean.

Each Exhibitor is responsible for the maintenance of their booth and will leave the booth in the condition in which it was found, allowing for reasonable wear and tear excepted. Exhibitors will be charged the cost of making good, restoring or renewing in all cases of damage or dilapidation to the Show Premises, such costs to be assessed by the Show Management.

#### 22. Delivery and installation

The Show Management will use reasonable endeavors to ensure sufficient access to the venue to enable Exhibitors adequate time to set up their booths whilst complying with the regulations laid down by the Landlord. Full details will be available in the Exhibitor's Show Kit. At all times Exhibitors must follow the instructions of Show Management staff.

#### 23. Material Handling Services

Design Miami Basel AG and its contractors shall not be responsible for loss or damage to uncrated and/or unskidded materials, materials improperly packed, glass breakage or concealed damage.

Design Miami Basel AG and its contractors shall not be responsible for loss or disappearances of, or damage to, exhibitors' materials after it has been delivered to the exhibitors' booths.

There may be a lapse of time in between the delivery of shipment(s) to the exhibitor's booth and the arrival of the exhibitor's representative at such booth and during such time the shipment(s) will be left unattended in the booth. Neither Design Miami Basel AG nor its contractors shall be responsible for any loss or damage which may occur during such period, or at any other time after it has been delivered to the exhibitor's booth.

Design Miami Basel AG and its contractors shall not be responsible for loss or disappearance of or damage to exhibitor's materials before the materials are picked up from the exhibitor's booth for loading out after the Show.

All bills-of-lading covering outgoing shipments which are given to Design Miami Basel AG by exhibitors will be checked for quantity at the time of pick-up from the booths and Design Miami Basel AG or its contractors will adjust the quantities of items on any bill-of-lading submitted to conform to the actual count of such items in the booth at the time of pick-up.

It is possible that there will be a lapse of time between the completion of packing and the actual pick-up or materials from the booths for loading on to a carrier, and during such time the shipment(s) will be left unattended in the booth. Design Miami Basel AG and its contractors shall not be responsible for any loss or damage to exhibitor's materials during such time.

Design Miami Basel AG and its contractors shall not be responsible for ordinary wear and tear in handling of materials nor for loss, delay, or damage due to fire, theft, windstorm, water, vandalism, acts of god, mysterious disappearance, strikes, lockouts, or work stoppage of any kind, or other causes beyond its control.

Any amounts payable to Design Miami Basel AG for handling fees and charges are based on the value of the material handling services and the scope of the liability as herein set forth and are unrelated to the value of the exhibitor's property being handled.

It is further agreed that Design Miami Basel AG and its contractors are not responsible should loss or damage occur unless such loss or damage results solely from the gross negligence of Design Miami Basel AG or its contractors in the actual physical handling of the items comprising exhibitor's shipment(s) and not for any other claim or cause of action whatsoever and that any such responsibility shall be limited as set forth above. Any claim for loss or damage must be submitted to Design Miami Basel AG prior the close of the show.

Without limiting any other rule or regulation, Design Miami Basel AG and its contractors shall not be liable to an extent whatsoever for any actual, potential or assumed loss of profits or revenues or for any consequential damages or collateral costs which may result from any loss or damage to an exhibitor's materials which may make it impossible or impractical to exhibit same at show or otherwise.

The exhibitor agrees in connection with the receipt, handling, temporary storage and reloading of exhibitor's materials that any services

provided by Design Miami Basel AG and its contractors will be as exhibitor's agent and not as bailee or shipper. If any employee of Design Miami Basel AG its contractors shall sign a delivery receipt, bill-of-lading or other document for exhibitor, exhibitor agrees that Design Miami Basel AG or such contractor does so as the exhibitor's agent and the exhibitor accepts full responsibility therefore.

In order to expedite removal of materials from the show site, Design Miami Basel AG shall have the authority to change designated carriers from that designated by exhibitor, if such carriers do not pick up on time, Where the exhibitor does not arrange for disposition of exhibitors materials from its booth, those materials may be taken to a warehouse to await exhibitor's shipping instructions and exhibitor agrees to be responsible to pay for charges relating to such handling at the warehouse. No liability will be assumed by Design Miami Basel AG or its contractors as a result of such rerouting or handling.

Once exhibitors or material are place in the booth, Design Miami Basel AG will not be responsible for condition, count, or content.

Therefore,all materials should be properly insured against fire, theft and all hazards while in transit and to and from the exhibitor's booth and for duration of the show.

Each exhibitor shall indemnify and hold Design Miami Basel AG harmless from all losses,damages, liabilities,and expenses (including attorneys' fees and court costs) whatsoever,which may arise or be claimed against any of them or their respective agents, employees or contractors for any loss or damage, including both personal injury and physical property damage, arising from (a) any materials delivered to the show site by or on behalf of the exhibitor, and (b) any acts, omissions, neglect or fault of exhibitor or its agents, employees or contractors.

#### 24. Sales of Goods and Exhibits

The Exhibitor may offer goods and exhibits for sale to visitors at the Show and shall comply at all times with all sale of goods legislation. The Exhibitor shall issue a receipt for each sale made at the Show, which must clearly show the Exhibitor's full legal name and trading title, together with their permanent address and the Exhibition Booth letter.

#### 25. Name and Logo

In consultation with Show Management, and in accordance with the immediately following paragraphs, Exhibitor shall have the temporary right to use the name and logo of Design Miami/® (the "Name and Logo") in its internal and external public relations and advertising material worldwide, solely for the purpose of promoting its participation in the Show.

Exhibitor's rights to use such Name and Logo in accordance with this Agreement are non-exclusive, are not assignable or transferable, constitute a license only, confer no ownership rights, and terminate upon termination of the Show.

Any and all use by Exhibitor of the Name and Logo, as well as advertising material, including sketches and/or descriptions of such proposed uses (including, but not limited to the placement thereof) shall be submitted to Show Management in advance in a timely manner, for written approval by Show Management. Show Management has the right to issue instructions and shall have the right of inspection in relation to use of such Name and Logo and other materials. It is understood between the Parties that Show Management may at any time ask Exhibitor to suspend or block the publicity related to the Show or otherwise, including but not limited to Exhibitor's use of the Name and Logo and advertising material, if such publicity or use, in the discretion of Show Management, does or may damage, disparage, detract, discredit or diminish the prestige or reputation of Show Management or its Name and Logo or advertising materials or does not comply with this Agreement. Upon instructions of Show Management, Exhibitor shall prevent any publicity or use of the Name and Logo or advertising materials on or through press, video, radio or internet or otherwise in connection with the Show or otherwise.

26. **Force Majeure:** In the event of abandonment, postponement, extension, or limitation of the Show or use of the Show Premises or any part thereof or removal of any part of the Show (including but without prejudice to the generality of the foregoing) or abandonment, postponement, extension or limitation or removal of any of the services provided therein resulting from the event of war, fire, national emergency, labor dispute, strike, lockout, civil disturbances, acts of terrorism, inevitable accident, the non-availability of the Show Premises, or any other cause not within the control of Show Management ("Force Majeure Event") the Show Management shall be under no liability to the Exhibitor in respect of any actions, claims, losses including consequential losses, (including loss of profits), costs or expenses whatsoever which may be brought or suffered or incurred by the Exhibitor as the result of the happening of Force Majeure Event. In the event of a Force Majeure Event the Show Management shall reimburse any payments made after deduction of the costs and expenses already accrued by the Show Management.

#### 27. Withdrawal from the Contract

Without prejudice to its other rights and remedies, the Show Management shall be entitled forthwith to rescind its acceptance of an Application and/or terminate a Contract with an Exhibitor by written notice to the Exhibitor at any time if:

- acceptance to the Show was based on false or misleading information provided by the Exhibitor
- the Exhibitor fails to comply with these Terms and Conditions
- the Exhibitor ceases, or threatens to cease, to carry on business;
- if Exhibitor is or becomes delinquent in any payment owed to Show Management, or to any affiliate of Show Management, or to any third party providing logistics or other services, with respect to this Contract or any other contract between Exhibitor, Show Management, or any affiliate of Show Management.
- if the Show is cancelled for any reason other than for a Force Majeure Event.

a. **Waiver of Participation:** If an Exhibitor withdraws after Contract Confirmation has been issued by Show Management, the Exhibitor is liable, according to section 7, for the full price of the booth fee as well as for any ancillary costs incurred. If Show Management succeeds in handing over the vacated booth without loss, and preserving the admission requirements, to an Exhibitor not yet registered at the time of withdrawal, the Exhibitor withdrawing from the Contract must pay compensation of 25% of the price of the booth fee plus ancillary costs incurred. If the booth can be handed over to another exhibitor only in part, the withdrawing Exhibitor is liable for the booth that has not been handed over. If the withdrawal occurs only 30 days before the Show opens, the full price of the booth fee and the ancillary costs incurred are payable - regardless of whether the booth can be handed over to another exhibitor or not. Even if the vacated booth is

occupied wholly or in part by an Exhibitor already positioned elsewhere (repositioned by Show Management) the withdrawing Exhibitor remains liable for the full price of the booth fee and for the ancillary costs incurred.

- b. **Reduction of Confirmed Booth Size:** If an Exhibitor reduces the size of the booth after Show Management has confirmed the Contract, the Exhibitor continues to be liable for the full price of the booth and the ancillary costs incurred. If Show Management succeeds in re-letting the vacated space to an Exhibitor not yet registered at the time of the reduction, an Exhibitor reducing the booth must make a contribution of CHF 1,000.00 towards administrative costs.

**28. Consequences of Termination**

In the event that the Show Management terminates the Contract with an Exhibitor for any of the reasons set out in clauses 25 or 26 above, the Exhibitor shall leave the Show Premises as soon as is reasonably practicable, and in any event no longer than 12 hours from the receipt of written notice to terminate, removing all exhibits at his/her own expense and that Show Management shall be entitled to reallocate the space to any other Exhibitor and the Show Management will have no further obligation to the Exhibitor.

**29. Applicable Law and Place of Jurisdiction**

These terms and conditions are governed by and construed in accordance with the laws of Switzerland, and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Basel-City, Switzerland and they waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an appropriate or inconvenient forum.

**30. Attorneys Fees**

The Exhibitor agrees that if Show Management institutes any action or proceeding to enforce this Contract or any term or provision hereof against Exhibitor, or to enforce any other obligation of Exhibitor to Show Management or an affiliate thereof pertaining to the Show (including, without limitation, obligations to pay for build-out or other services with respect to Exhibitor's booth), Exhibitor shall be liable for and pay to Show Management attorneys fees and expenses incurred by Show Management in connection with such action or proceeding (including those incurred for appellate or administrative or bankruptcy proceedings)