

Meet the who's who
of upholstery, window
and wall covering producers.

MoOD
MEET ONLY ORIGINAL DESIGNS

SEPTEMBER
11 - 12 - 13
2018
TOUR & TAXIS
BRUSSELS

moodbrussels.com
#moodbxl

Organisation only. Do not write here.

Surface _____

Stand _____

Nr. _____

PARTICIPATION REQUEST FOR MoOD 2018

By signing this document, the applicant formally commits to participating in MoOD 2018.

The organisers are only committed after written confirmation:

1. that the applicant has been accepted as candidate-exhibitor by the MoOD Commission and Artexis Exhibitions NV,
2. and that the candidate-exhibitor can be offered a "stand space" at the trade fair.

Please make sure to fill out all items.

1. BUSINESS DETAILS

Company: _____

person: _____

Full postal address: _____

Country: _____

Telephone: _____

Mobile number: _____

VAT N°: _____

Internet URL: _____

E-mail: _____

Social Media (Facebook, Twitter, LinkedIn...) _____

Invoicing address (only if different from the Business details).

Must be included / filled out only with FIRST application! Necessary for evaluation purposes during the selection process:

- Customers reference list

- Additional motivation: _____

MoOD
Meet only Original Designs

is organised by Artexis Exhibitions NV,
Maaltekouter 1, BE 9051 Gent (Belgium)

+32 (0) 9 241 95 63 • info@moodbrussels.com

www.moodbrussels.com

2. YOUR BUSINESS PROFILE

(Required in accordance with article 2 of MoOD General Trade Fair Regulations)

The applicant confirms that his/her company meets to the criteria mentioned in article 2 of the General Trade Fair Regulations.

These data are strictly confidential and are only for internal use by the organisation.

2.1. Economic information

Total turnover	year 2016	€
within the domestic market	%	= 100 %
within the export markets	%	
	% Europe	% US
	% Asia	% Other
Residential	%	= 100 %
Contract	%	
Price range	Minimum	€
	Maximum	€
	Average	€
Total employment		

2.2. Intellectual property

The applicant is a legal entity which has full material and intellectual rights to the entire collection which it markets. Yes No

Brands: _____

2.3. Business description

a. Company activity

Manufacturer % + Convertor % + Wholesaler % = 100%
 Weaver Printer Tanner Wallcovering Manufacturer Other (specify) _____

b. Production process

	Production owned by applicant	Executed by (sub)contractor
Design	<input type="checkbox"/> n° of designers on payroll: <input type="text"/>	<input type="checkbox"/>
Preparation	<input type="checkbox"/>	<input type="checkbox"/>
Dying	<input type="checkbox"/>	<input type="checkbox"/>
Weaving	<input type="checkbox"/> n° of looms within production unit: <input type="text"/>	<input type="checkbox"/>
Printing	<input type="checkbox"/>	<input type="checkbox"/>
Finishing	<input type="checkbox"/>	<input type="checkbox"/>
Cutting	<input type="checkbox"/>	<input type="checkbox"/>

c. Product description

Upholstery	Window coverings	Wall coverings	Trimmings	Fibres / Yarns	Other
%	%	%	%	%	% = 100%
<input type="checkbox"/> Fabrics	<input type="checkbox"/> Curtains				
<input type="checkbox"/> Leather	<input type="checkbox"/> Sheers				
<input type="checkbox"/> Simulated Leather	<input type="checkbox"/> Fabrics for sun protection				

Description: _____

3. CODE OF CONDUCT

As an exhibitor at MoOD, I am prepared to act in accordance with the reputation and the profile of this trade fair.

I am therefore signing this code of conduct and guarantee to fully abide by it.

- I own all materials and intellectual rights to the entire collection displayed at MoOD. I am prepared to provide written supporting documentation upon request.
- Copying is a serious offence. I therefore certify that all my products shown at MoOD, are in conformity with all intellectual rights legislations, such as (but not limited to) copyright, design, patent and trademark legislation. I am prepared to provide written supporting documentation upon request.

4. DEPOSIT

A security deposit and a deposit for presence on stand space of € 1.000,00 will be invoiced after a "stand space" can be allocated to the candidate-exhibitor. The deposit is payable upon receipt of the invoice. The deposit will be credited by Artexis Exhibitions NV to the applicant AFTER the trade fair, on the condition that the exhibitor abides to the stipulations of the General Trade Fair Regulations.

The participating exhibitor pledges to comply in full, for each trade fair, with the general regulations which he has reviewed(1) and to the documents received from Artexis Exhibitions NV. **Consequently, the participating exhibitor commits to paying 50% of the participation fee upon receipt of the invoice, and to paying the total amount due one month before the beginning of the trade fair, at the latest.** All correspondence concerning participation in the trade fair will be in the name of the firm that has signed the commitment. Invoices will be sent to the indicated invoicing address. The costs for a re-invoicing are €40 and are charged to the exhibitor. Each time a participant calls upon Artexis Exhibitions NV for the delivery of goods or services related to the trade fair, either directly or indirectly, Artexis Exhibitions NV acts only as an unpaid intermediary and not as a contractor or paid agent.

(1)General Trade Fair Regulations can be found in the appendix

5. RESERVATION

Shell Boutique Stand

Our prices include:

- price for stand space
 - stand construction and dismantling
 - carpet, electricity, lighting, storage room
 - obligatory fixed costs
- 24m² à € 7.650,-
- 30m² à € 9.050,-
- 40m² à € 11.450,-
- 50m² à € 13.950,-
- 60m² à € 16.650,-
- 72m² à € 18.950,-
- 80m² à € 20.550,-
- 96m² à € 24.550,-
- Per corner + € 300,-

Finishing can be individualized either exhibitors own furnishings, or a variety of options offered by the organisation.

Like furniture, personalized walls, racks, rails and equipment.

The Village

Our prices for the ALL-IN formula include:

- price for stand space
 - stand construction and dismantling
 - carpet, electricity, lighting, storage room
 - furniture
 - obligatory fixed costs
 - grouped stands
- 12m² à € 4.400,-
- 24m² à € 8.000,-
- Per corner + € 300,-

All prices are VAT excluded

6. CONFIRMATION participation MoOD 2018

This questionnaire has been fully and trustfully completed. If this is not the case, the stand of the exhibitor can be removed from the trade fair by Artexis Exhibitions NV.

Place

Date

Name of signatory

Signature

Company stamp

General Trade Fair Regulations

ARTICLE 1. - Definitions

Artexis Exhibitions NV is also referred to as the organisers in the General Trade Fair Regulations.

An 'applicant' is defined as any natural person or corporate body eligible to participate in MoOD, and who has submitted a valid application for stand space to do so.

A candidate-exhibitor is defined as any applicant whose application for stand space at MoOD has been accepted and confirmed by the MoOD commission and Artexis Exhibitions NV.

An 'exhibitor' is defined as any candidate-exhibitor to whom a stand space on MoOD is granted.

'Stand space' is defined as any demarcated space on MoOD attributed to the exhibitor for the exhibition, presentation and promotion of his products or services.

ARTICLE 2. - Eligible exhibitors

The following rules of application were adopted by and will be applied by Artexis Exhibitions NV as organisers and the MoOD commission when examining the application for stand space.

The organisers have the right to change unilaterally and without prior notice the rules of application mentioned in this article, whenever considered necessary and/or relevant.

The international trade fair MoOD, is in first order open to producers of upholstery, window- and wallcovering and related materials.

Also are accepted: manufacturers of other subcontracting products, fibre promoters, new techniques and materials, and publishers of trade literature.

Candidate-exhibitors

1. must be legal entities which have full material and intellectual rights to the entire marketed collection.
2. are producers who execute the full production process:
 - a. on production equipment owned by the applicant (= Manufacturer); or
 - b. on production equipment owned by firms which carry out contractual work and who do NOT commercialise this contractual work themselves (= Converter)*.

* Wholesale activities shall be excluded, except for those in the exhibitor's own country, if they do not constitute more than 25% of the overall turnover.
3. must produce either upholstery and/or window- and/or wallcoverings.
4. must prove the high level of quality of the company and its products by means of samples, price ranges, customer references, brochures, presence at other exhibitions etc..
5. must prove to be active in the residential and/or contract segments of the Market; and
6. must be commercially active in an international context.

The exhibitor agrees to guarantee all visitors that his company and its products respond to the six (6) conditions for application mentioned above.

The organisers are entitled to ask an applicant for additional evidence (including, but not limited to, publicity brochures, annual accounts and annual reports) in order to examine whether the aforementioned conditions are met. In case of doubt by the organisers about the accuracy of the stated information, it will be up to the applicant to present additional evidence showing the correctness of the data.

All details given in the application for stand space may be submitted to the MoOD Commission composed of a number of independent observers and exhibitors' representatives. This commission of adjudication may record breaches of the General Trade Fair Regulations. In the event of such breach, the decision of the organisers shall be final and binding.

If application for stand space is denied, this decision will be open to appeal at an arbitral tribunal, which shall decide the arbitration in conformity with the CEPANI rules (without prejudice to what follows hereafter). The arbitral tribunal shall consist of three (3) arbitrators, Artexis Exhibitions NV and the applicant each choosing one. The Chairman shall be designated in mutual agreement between the two (2) other arbitrators, no later than twenty (20) days after the date of the decision. If the arbitrators cannot agree on a Chairman, such Chairman shall be designated by the

President of the Commercial Court in Ghent (Belgium). The appeal shall be lodged by registered letter within a month after the date of the decision. The arbitral award shall be motivated in writing. The arbitration shall take place in Ghent and conducted in Dutch. The Arbitral tribunal shall determine the costs of the arbitration as well as the division thereof between the different parties in the dispute.

ARTICLE 3. - Applications

Companies wishing to exhibit at Artexis Exhibitions NV's trade fair MoOD must apply in writing using the appropriate form, which must be filled in correctly, completely and legibly, dated and signed.

The organisers shall not be under any obligation whatsoever to accept any non-standard conditions unilaterally added to the application by an applicant.

Submission of an application for stand space implies full and irrevocable acceptance of the General Trade Fair Regulations and the terms and conditions of all other documents and directives issued in connection with the trade fair.

The organisers reserve the right to reject any applicant, candidate-exhibitor, product, service or promotional material whose presence at the trade fair is not in accordance with the professional character, objectives, image or prestige of the trade fair concerned.

The General Trade Fair Regulations are deemed to constitute a contract between the exhibitor and the organisers, who will fully perform it, by virtue of Article 1134 of the Belgian Civil Code.

ARTICLE 4. - Allocation of space

All decisions on the general division of the trade fair and on stand space allocations are made by the organisers (manufacturers have priority on the available stand spaces) after due consultation with the exhibitors. However, no exhibitor shall be entitled to deem himself released from his obligations, responsibilities and liabilities should it not be possible to assign him the desired stand place or the desired stand surface.

Provided they register in time, exhibitors at a preceding trade fair (MoOD 2017) have first claim on their former stand place, to the extent that the hall and the division of the hall remains the same. However, no exhibitor shall be entitled to deem himself released from his obligations, responsibilities and liabilities, should it due to particular facts not be possible to give him his former stand place.

When a larger stand space is requested, this first claim shall only hold insofar as it does not conflict with the rights of other exhibitors.

Under no circumstances may an assigned stand space be completely or partly sublet to a third party without the prior formal written consent of the organisers.

ARTICLE 5. - Conditions for participation

After the candidate-exhibitor is permitted to participate at the trade fair, a deposit (equal to security deposit and deposit for presence on stand space) of € 1.000 will be charged.

Each exhibitor shall pay a price per square meter of stand as specified by the organisers of the trade fair.

An additional sum will be charged for corner stands.

Each exhibitor who has taken part in the previous trade fair (MoOD 2017) receives a discount, if they register before a certain point in time as specified by the organisers.

The stand space price includes:

- use of the allocated stand (space) at the trade fair;
- organization and cleaning of the trade fair;
- use of the general facilities of the trade fair, including secretarial facilities, security and reception service; and
- badges for exhibitors and services.

If ordered in good time, the organisers also offer exhibitors against remuneration:

- utilities;
- furniture;
- flowers and plants,
- etc...

The prices and quality of services rendered by accredited contractors and suppliers are monitored by the organisers.

ARTICLE 6. - Invoicing and terms of payment

The deposit specified in the contract must be paid immediately upon receipt of the invoice. After the trade fair, a credit note will be issued for this deposit.

50% of the participation fee is payable on receipt of invoice, with the balance payable no later than one (1) month before commencement of the trade fair.

The conditions of payment printed on the front of the invoice shall apply with respect to all other costs. Failure to make payment in accordance with the conditions mentioned above will automatically result in an interest charge of 1% per month without any dunning notice or notice of default.

The amount due will also be subject to a surcharge of 15% with a minimum of € 25,00 as a contractual indemnity. It is hereby explicitly specified that all goods exhibited and all materials used may be held as exclusive security by the organisers against collection of all sums, costs or rents still outstanding and owed to the organisers by a defaulting exhibitor. The organisers may store the defaulting exhibitor's goods in a warehouse. Such goods will be released after payment of invoices and storage costs. Failure to pay all sums due in full within fifteen (15) days shall entitle the organisers to sell the materials and goods to cover all or part of the outstanding costs.

All invoices shall be addressed exclusively to the invoicing address stated. Costs for re-invoicing shall amount to € 40,00 and shall be charged to the exhibitor. All bank charges for payments from abroad or international repayments shall be borne by the exhibitor.

The organisers may refuse the participation at or the entrance to the trade fair to any exhibitor who has not met the above-mentioned payment conditions. They may decide to close down the stand space. No sanction taken by the organisers may give rise to a claim for any form of indemnity.

When ordering a "Shell Boutique Stand" or a "The Village Stand" building will only start AFTER payment of the invoice is received.

ARTICLE 7. - Breach of contract

Should an exhibitor unilaterally commit a breach of contract or fail to honor the conditions for participation, the total or partial participation fee will still remain due as specified below and he shall entitle the organisers to immediately dispose of the assigned stand space as they see fit. The organisers shall not be obliged to accept any reason or justification advanced by the exhibitor for such breach, including but not limited to accidents and force majeure.

An exhibitor withdrawing from the trade fair or in breach of contract shall still owe the organisers :

- the total participation fee if the breach or withdrawal occurs within six (6) months or less before the trade fair is due to open;
- 50% of the participation fee if the breach or withdrawal occurs more than six (6) months before the trade fair is due to open.

ARTICLE 8. - Stand space

1. The minimum dimensions of a stand space are 4m x 3m.
 2. The max. stand surface is 96 sq meter.
 3. The max. height for name, logo and/or product is 4.00m.
 4. The construction of a stand in more than one level is not allowed.
 5. The back side of all visible partition walls should be finished.
- No products, decorations or advertising materials may be displayed beyond the limits of the stand space allocated. All exhibitors agree to respect the professional atmosphere of the trade fair and to give priority to the effective presentation of their collections rather than to prestigious decoration.

ARTICLE 9. - Trade customs - Sanctions

Only properly registered products and articles may be exhibited and offered for sale at the trade fair.

Exhibitors shall at all times be liable for the activities and practices of their staff, proxies, representatives and stand constructors both within the stand space and elsewhere in the trade fair premises and immediate surroundings, including the approaches and parking areas.

In order to protect the interests of the trade fair and the exhibitors, the organisers may claim the right to take such measures as they deem appropriate, including exclusion, refusal of entry and seizure of disputed documents or products.

Should they have serious reasons for doing so or in the event of serious misdemeanour, the organisers may exclude an exhibitor at any time. An exhibitor thus excluded shall still be liable to payment in full of all charges due.

The following is a (non-comprehensive) list of actions that constitute breach of this contract:

1. breach of the General Trade Fair Regulations which may endanger the existence of the trade fair;
2. activities, acts and deeds which cause prejudice to the trade fair or the exhibitors;
3. non-payment of invoices in due time;
4. the supply of wrong, false or incomplete information; and
5. The absence of a permanency on the stand space or the removal of products and decoration during the opening-hours of the trade fair

ARTICLE 10. - Construction and evacuation of the stand space

All practical arrangements concerning this subject are described in the documentation, which is sent to each exhibitor before the trade fair opens.

The "Technical file on internet", entirely filled in, is to reach the organisers at the latest one (1) month before the opening of the exhibition.

The exhibitor carries the final responsibility and remains responsible for the construction, the equipment and the evacuation of their stand space. In this respect he has to hold a clear consultation with his stand constructor.

If the exhibitor has not arranged his stand space before 8 p.m. on the day before the opening, the organisers will invoice all costs for lighting, security, cleaning, etc. Additionally, a fixed sum of 20% of the participation fee will be charged to cover extra costs for decorating an empty booth. The paid security deposit may be applied for this purpose.

The definitions used in the different stipulations of the file, which is made at one's disposal (order forms, etc), which are agreed upon in conjunction with the participant, form, together with all written communications, an integral part of the General Trade Fair Regulations.

ARTICLE 11. - House rules

- Exhibitors and their staff must wear their badges at all times
- Advertising and/or publicity material may not be distributed outside the stand space area.
- Publicity material which could cause a disturbance if worn on the trade fair premises may not be distributed.
- Exhibitors may not solicit visitors in the passageways and aisles between stands.
- It is forbidden to bring photographic, film and video equipment into the trade fair. The organisers reserve the right to take photographs and/or make video or film recordings inside the trade fair, or to have third parties do so.
- Manifestations may be organised within the stand space areas insofar as they do not cause any hindrance to other exhibitors or visitors and provided that the applicable safety standards are respected.
- The organisers decline all liability for an exhibitor's failure to observe regulations regarding Customs and Excise, Sabam and other taxes.
- The organisers request their foreign exhibitors who would make taxable transactions in Belgium (during the trade fair MoOD) to comply with the formalities in term of VAT rules. This foreign exhibitors need to be identified for VAT purposes in Belgium, even if the taxable transactions are coincidental.
- Dogs and other pets are not admitted to the trade fair in any circumstances.

ARTICLE 12. - Visitors

Entry to the trade fair is only available to persons in the sector. Visitors will only be admitted on presentation of a valid entrance ticket. A special entrance pass may be provided to journalists, representatives of professional associations and others who wish to visit the trade fair for a legitimate professional purpose.

Teachers and final year students of the sector educational institutions, for whom a visit to the trade fair is of educational value, may be admitted in limited numbers provided they have received an invitation to do so in advance and that they adhere strictly to the rules of conduct laid down for the trade fair.

The organisers reserve the right to refuse entry to visitors. They may also remove any visitor found causing a disturbance, disrupting the professional character of the trade fair or involved in any dishonest trade practices.

ARTICLE 13. - Electricity

The supply and distribution of electricity shall remain the exclusive domain of the technical department that is appointed by the organiser.

All electrical installations executed in the halls and stand spaces must be in conformity with the "General Regulations for Labour Protection", the "General Regulations for Electric Installations" and the technical regulations of the exhibition centre in particular.

Taking into account these obligations and the danger which even a correctly executed temporary electric installation can entail, the organisers will issue a call for tenders from among which they will select a specialist firm to be the official electrical contractor for the event and which will also be responsible for maintaining a full-time service, monitoring and remedying defects during the trade fair. The official electrical contractor's name, address, telephone number and prices will be included in the exhibitor's technical manual.

For the implementation of the complete electrical installation work within the stand space, exhibitors must call on the official electrical contractor, unless they have the services of a person who:

- is a member of their personnel or the personnel of one of their principals;
- has successfully completed a specialist training course;
- is fully conversant with the above-mentioned legislation and regulations; and
- works under the full responsibility of an employer insured for third party risks in respect of all damage which may be caused by his personnel.

All installations must fully comply with the specific regulations mentioned in the exhibitor's technical manual and must be subjected to a compliance inspection on the basis of which a decision will be made, or whether it should be cut off or not.

ARTICLE 14. - Fire prevention

All fire hydrants and fire extinguishers must remain unobstructed and within reach at all times without requiring a single object to be moved. The location of fire hydrants, fire extinguishers and alarm buttons is indicated on the site layout plans and will also be clearly indicated inside the buildings.

All exhibitors must conform strictly to the safety regulations stipulated in the exhibitor's technical manual concerning:

- the removal of packing and refuse;
 - dangerous products;
 - heat sources;
 - internal combustion engines, gas fittings, industrial burners, electric fires and kitchens;
 - oxy-acetylene burners;
 - balloons;
 - film shows; and
 - internal fittings of performance halls and darkened rooms.
- For connections from 9KW or a standsurface from 72sqm. a fire extinguisher is required on the stand space.

The use of objects capable of causing a serious risk of fire and/or explosion is strictly forbidden within the stand place areas. All inflammable materials and exhibited goods must be rendered fireproof. A certificate to this effect may be demanded by the organisers or the fire brigade. Water taps, fire alarms, fire extinguishers and electric switch boxes must remain unobstructed and rapidly and easily accessible at all times.

ARTICLE 15. - Emergency exits

All exits from the trade fair must remain entirely unobstructed at all times, and are indicated with illuminated signs.

Under no circumstances must these illuminated signs and other indications be obscured by any object whatsoever.

No object whatsoever may be placed in the way of the normal or emergency exits, either inside or outside the exhibition centre.

Furthermore, blocking off, locking or securing the doors in any way whatsoever is strictly forbidden.

ARTICLE 16. - Liability - Insurance

All exhibitors shall ensure that the current legislation, all Customs and Excises regulations (serving of drinks), Sabam, tax regulations (imports and VAT, making taxable transactions and the completion of the VAT formalities), employment legislation (DIMONA-declaration) and trade regulations (prices and competition) and other taxes are respected.

In no circumstances may the organisers be held liable for breaches of current legislation and regulations.

The exhibitors are responsible for all damage caused by themselves or their subordinates to the exhibition centre and installations on the surrounding sites. All repair costs will be charged to the exhibitors.

The civil liability of each exhibitor with respect to third parties is automatically covered by his or its participation, subject to the exclusion of liability resulting from aggravation of the risk, e.g. by a breach of the present regulations.

Exhibitors must cover their stand space and exhibited goods against all risks by subscribing to the insurance policy which has been taken by Artexis Exhibitions NV to cover those risks.

Exhibitors must declare the total value of the goods they intend to exhibit no later than the date mentioned in the documentation, stating the value at cost price in euro. A detailed inventory must be submitted to the secretariat before the trade fair opens. The insurance cover will only commence after the inventory has been submitted. Damage claims will NOT be settled unless all payments have been executed in accordance with the conditions for payment or if any discrepancies are discovered during inventory checks.

The organisers and the police must be notified at once of any damage. An official police report will be required to settle all damage claims. Complaints filed after the trade fair will not be accepted under any circumstances. Thefts occurring in an unguarded stand space during the opening hours of the trade fair or during clearance will not be indemnified.

By signing the contract, the exhibitor renounces all claims against the organisers, the owners and tenants of the exhibition centre or their authorized representatives, the other exhibitors and participants and the directors, representatives and appointees of these organisms or persons and vice-versa.

Under no circumstances may the organisers or their representatives be held liable for any accident, theft, loss or damage whatsoever which may occur during the exhibition, construction or dismantling of the trade fair.

ARTICLE 17. - Unforeseen circumstances

The exhibitors may not claim breach of contract nor claim damages against the organisers if the trade fair cannot take place or the opening and closing dates are changed for any reason outside the organisers' control.

In such cases, participation fees paid and charges still due by exhibitors in respect of their participation at the trade fair will only be reimbursed or credited after deduction of preparation costs already incurred.

ARTICLE 18. - Disputes

All disputes relating to the interpretation and application of this contract shall be governed by Belgian law and subject to the exclusive jurisdiction of the Ghent courts of Law.

By signing the contract, each exhibitor elects domicile on his or its stand during the construction period, the duration of the trade fair and the clearance period. All legal notices may therefore be validly served on the stand.

In case of questions or difficulties regarding the interpretation of this document, the Dutch original text only will be legally binding.