



TERMS OF PARTICIPATION

DAR ES SALAAM INTERNATIONAL

TRADE FAIR (DITF)



TANZANIA TRADE DEVELOPMENT AUTHORITY

TERMS OF PARTICIPATION DAR ES SALAAM INTERNATIONAL TRADE FAIR (DITF)

These Terms of Participation supplemented by provisions laid down in the manual and others contained in circular letters and news releases are an integral part of these Terms of Participation of the Dar es Salaam International Trade Fair.

1.0 DEFINITION

- 1.1. The term "exhibitor" shall include employees, servants and agents of any company, partnership, firm, foreign manufacturers or individual to whom space is allocated for the purpose of exhibiting.
- 1.2. A "sub-exhibitor" is any firm local/foreign which exhibits or appears at the stand along with the main exhibitor.
- 1.3. The "Organizer" shall mean Tanzania Trade Development Authority, hereinafter referred to as TanTrade.

2.0 MODE OF APPLICATION

- 2.1 Application must be made on the official printed application form issued by the Tanzania Trade Development Authority which shall be completed, duly signed and returned/mailed to the Director General, Tanzania Trade Development Authority, Mwl. J. K. Nyerere Trade Fair Ground, Kilwa Road, P.O. Box 5402, Dar es Salaam, Tanzania. One copy will be returned to the exhibitor after acceptance.
- 2.2 The submission of the application form does not constitute a claim to admission at a later date. By submitting the application form an exhibitor recognizes these Terms of Participation as binding on his part. No account will be taken of unilateral provisions or conditions made in conjunction with the applications. In addition to the Terms of Participation, the conditions customary to the country as laid down by Tanzanian Authorities at the venue of the

exhibition shall also apply, in so far as they are not already taken into account here.

- 2.3 If any firm exhibits via its general agent or national representative submits an application, the binding application shall also amount to a declaration that the general agent or national representative thus is entitled to rent a stand on behalf of this firm and to promote its products or services.
- 2.4 Application not received on time may not be accepted, the deadline, for application is 31st March. In order to be able to process the applications, data will be stored, evaluated and if necessary, passed to third parties for the purpose of enforcing the contract.

3.0 CRITERIA OF ADMISSION

3.1 Condition for Participation in the DITF

Exhibition of arms, ammunition and explosive is highly prohibited unless specific written permission is obtained from the Government authority responsible.

3.2 Condition for making Advertisements

Advertising of a political and religious nature is forbidden unless the political/religious statement in question falls within the thematic scope of the exhibition.

3.3 Requirements for the Importation of Food Products for the Exhibition

- a) Registration of importer and food products to be imported;
- b) Application for importation by filling the relevant forms with prescribed information;
- c) Food must pass through a port of entry indicated in the form;
- d) Inspection of the food at the port of entry by the inspector who may release, detain or recommend re-export;
- e) Regular laboratory analysis to check compliance;
- f) Health certificate from a food regulatory agency and a certificate of analysis;

- g) The remaining shelf life of non-perishable food should be more than six months by the time it arrives at the port of entry;
- h) Foods found non-complying to specification at the port of entry shall be re-exported to the country of origin at the expense of the importer;
- i) Promotional materials need approval by TFDA to prevent misleading information directed to the consumers ;
- j) Unregistered food products are not allowed to be sold to consumers;
- k) All Exhibitors for food products must have exhibition permit from TFDA.

3.4 Requirements for the Importation of Pharmaceuticals for the Exhibition

The importer has to be a:-

- a) Registered pharmaceutical manufacturer or wholesale dealer;
- b) Government department e.g. MSD or approved Non-government health facilities (NGO's);
- c) Authorized person/organization that conduct clinical trials in the country and has an ethical clearance certificate;
- d) Person authorized to import drugs for special conditions as exhibitions;
- e) The importer has to submit an application for importation of pharmaceutical exhibits to the Director General of Tanzania Foods and Drugs Authority (TFDA) together with a Pro forma Invoice. The Pro forma Invoice should indicate the type and amount of pharmaceutical products to be imported for exhibition. All the imported pharmaceuticals MUST be registered by the TFDA or given special approval for exhibitions;
- f) The Proforma invoice and the supporting documents will be scrutinized and if found that they meet all the requirements as specified in the Guideline for importation, they will be approved. A certificate of official approval to import will then be granted;
- g) A drug inspector must inspect each consignment of drug upon arrival at the port of entry, before being released;
- h) Pharmaceutical products for exhibitions should not be

sold and must be written "NOT FOR SALE" or "SAMPLES FOR PROMOTION" on the pack;

i) Promotional material to be used during exhibition must be submitted to TFDA for approval at least two (2) weeks before exhibition. No fee is charged.

3.5 Joint/Shared Stands

Joint stands are admissible provided that notice is given in writing to TanTrade of all the firms taking part. All exhibits and services offered must be in line with the exhibition's sectional classification of exhibits with detailed description (name and type/model) on the application form.

3.6 **Sale or Handling of Food Products**

The sale and/or handling out of food and drinks or samples require explicit written permission. TanTrade reserves the right to confiscate goods sold without written permission.

3.7 **Failure to pay Participation fee or contravene the Terms of Participation**

Exhibitors who do not meet their financial obligations towards the Organizer or contravene the Terms of Participation, or any statutory provision may be excluded from admission to the exhibition, even when the event has begun.

3.8 **Hire of Pavilions**

The exhibitor shall not cede, assign or transfer the whole or any portion of the exhibition space hired, nor shall sublet, nor allow any person to occupy or in any way use whole or any portion of such sites. Only the bona fide goods/services and property of the exhibitor, or goods and property in which he/she deals in his/her business shall be exhibited by him/her on the space.

3.9 **Registered Companies or Firms**

Firms incorporated in Tanzania shall be admitted as local exhibitors and those incorporated anywhere else and/or operating in Tanzania with a "Certificate of Compliance" shall be admitted as foreign exhibitors. To be admitted as local exhibitor the applying company must present a copy of certificate of incorporation.

3.10 Admission for Participation

Admission is at the discretion of TanTrade.

- a) The exhibitor will receive written notice of admission and the contract between TanTrade and the exhibitor shall be deemed to be concluded once the application form is signed by TanTrade officers, after conclusion of the exhibitor, sub-exhibitor, his agent(s) and workmen are also bound by these terms of participation knowing that the same form part of the terms and conditions of the said contract. ii) TanTrade is entitled to revoke any allocation of space if it was granted on the basis of false suppositions or misrepresentation leading to admission to the exhibition.

3.11 Exhibitor's Confirmation

The exhibitor affirms that he enjoys unrestricted power of disposition of the exhibits he has registered.

3.12 Important things to adhere to during preparations

Exhibitor must take into account the fact that during the preparatory period leading up to the exhibition, alterations may occur with regard to floor plans and stand location. No claim against TanTrade may be derived from any such alteration. The allocation of the space applied for shall be taken by TanTrade taking into consideration the exhibits registered and the exhibitor's sectional classification.

4.0 SUB EXHIBITORS

4.1 Application for Admission of Sub-exhibitors

Application for admission of sub-exhibitors must be made by completing Form No. 2. The registration fee for each sub-exhibitor admitted amount to 15% of stand rental fee. This amount will be charged along with the stand rental fee.

4.2 Participation of big companies

The firm shall not be deemed to be a sub-exhibitor for the purpose of invoicing if it enjoys close trading or invoicing if it enjoys close trading or organizational links with the main exhibitor such as a subsidiary, sister company or branch. Sub-exhibitors must be

included in the official catalogue with their full contact details. Any such sub-exhibitors included without official permission shall entitle TanTrade to terminate the contract with the exhibitor and expel him/her from the fair. The exhibitor shall be liable for the sub-exhibitors" financial and other obligations ensuing from the Terms of Participation.

5.0 TERMS AND CONDITIONS OF PAYMENT

- 5.1 Full payment (100%) of the expected participation charges shall be paid at the time of application or before the application deadline (31th March).
- 5.2 Full payment of the participation charges is a prerequisite for occupying the floor space, for entries into the catalogue and for issuing all types of badges and stickers. Invoice for all other services and incidentals must be paid immediately on receipt of invoice, and the amount for the rental fee are to be settled plus/ minus penalty/discounts respectively.
- 5.3 If any applicant does not fulfill an obligation by the deadline laid down, TanTrade is entitled in accordance with the Terms of Participation to rent the space rented without the previous occupant to the stand being relieved from his/her obligations through this. If several exhibitors rent a stand together each of them shall be jointly and severely liable. If any exhibitor does not fulfill his financial obligations with respect to any payment, TanTrade may retain the exhibits and stand fittings and sell them by public auction on the open market at the exhibitor"s expense. The statutory provisions concerning the realization of detained goods are thus in so far as applicable eliminated by agreement.

6.0 WITHDRAWAL OF APPLICATION / NON - PARTICIPATION

- 6.1 In case an exhibitor withdraws his application after the contract has been concluded, the 100% of the deposit will be forfeited. Withdrawal / cancellation within one month of the opening of the exhibition is not allowed and full participation fee shall be

due. A penalty of 100% of the total participation charges payable will be imposed in addition to the full participation charges on any exhibitor who fails to occupy for the duration of DITF the site reserved.

6.2 In case of non-participation by a sub-exhibitor, the full participation charges must be paid. Stands which are not occupied 72 hours before the start of the exhibition at very latest will be reallocated in the interest of the overall impression of the exhibition. However, the exhibitor in question shall be liable for the entire invoice amount (participation charges plus/minus penalties). If no other potential exhibitor can be found as a result of the shortage of time, decoration will also have to be carried out at the expense of the exhibitor.

7.0 STAND CONSTRUCTION AND DECORATION

Exhibitors hiring exhibition space both indoor and outdoor shall have the right at their cost:

7.1 Construction of Pavilions, and

7.2 to erect such buildings and structure as they require for their use provided that:-

- No building or structure shall be erected within 3 meters of any roadway;
- The design and specification shall be approved by TanTrade before any work thereon commences and after completion of the construction the same shall be inspected by TanTrade and if satisfied the same shall be allowed for the intended use;
- No building or structure constituting or likely to cause a fire hazard or danger to the public shall be permitted;
- No private sanitary conveniences shall be installed except by prior written agreement by TanTrade.
- No construction work shall be allowed nor shall building plant and material, rubble or debris be on the site while the exhibition is in progress without the prior permission by TanTrade.

7.3 While the construction work is in progress consideration must be given to existing supply lines, pipes, safety facilities, distribution boxes and the like. If any such facilities are located within any particular area rented, they are to be left accessible at all times and any damage to the same shall hold the occupier of the premises/pavilion liable.

7.4 Constructional elements stand signs and flags must be placed such that they do not amount to an unreasonable interference to neighbors.

7.5 It is forbidden to affix with glue carpeting to floors of the exhibition halls owned by TanTrade. In the event of non compliance with this clause. TanTrade will arrange for any floor areas onto which carpeting has been glued to be cleaned at the exhibitor's expense and a reasonable penalty to be determined by TanTrade shall be imposed.

7.6 Decorations and facing must have proven flame resistance qualities. The use of straw, thatch, or similar materials is not permitted. Ceiling linings made of cloth, even if are flame resistant, are forbidden over public gangways or escape routes.

7.7 Any supply facilities (electricity, water, gas), may only be installed after approval by TanTrade. Electronic appliances which interfere with radio or TV equipment must be switched off immediately if required by TanTrade.

7.8 The exhibitor is liable to TanTrade for any damage to buildings and installation as well as for any damage that may be caused by his own stand construction or exhibits he/she brings in.

7.9 Gas fires or any other fire appliance, in particular heat producing appliances without machinery connection, generator, air conditioning equipment or dangerous material, may only be used by special permission of TanTrade. Gas fire must comply with the appropriate safety regulations. Any inflammable materials must be kept at the safe distance from such fires or any exhaust pipe, electric, fire appliance are only allowed if special permission has been granted. TanTrade is entitled to have any non-registered or

unapproved source of flame or fire removed at the expense and risk of the exhibitor in question.

- 7.10 Packaging material may not be stored in the exhibition halls.
- 7.11 Free access to all safety facilities and operational rooms must be ensured at all times. This access must not be in any way restricted. Such equipment or rooms must remain recognizable. As such, public gangways are also deemed to be escape routes even during the assembly and dismantling periods.
- 7.12 All staircases or platforms must be fitted with fixed railings and meet the relevant safety requirements.

8.0 ADVERTISEMENTS / BANNERS

Exhibitors shall have the right at their own cost to erect on their sites or on any buildings or structures thereon or display anywhere on their sites such advertisements and signs which in the opinion of TanTrade are descriptive of articles or things manufactured or dealt regulations by the exhibitor; are true; the claims made there in can be substantiated to the satisfaction of TanTrade; are not offensive towards other exhibitors, person or companies; and do not infringe on any law of the country or public policy or morality. TanTrade may require to be removed any advertisement or sign which does not conform to the above. Should the exhibitor fail forthwith to remove such advertisement or sign when so required by TanTrade, then TanTrade may remove or cause to be removed any such advertisement or sign and the cost incurred in so doing shall be recoverable by the exhibitor. Any kind of the representation e.g. operating of machine, slide show, films video shows require written permission from TanTrade. Proviso (additional information) No approved sign board, advertising matter, painting or things shall be affixed to any building or structure by an exhibitor on his site(s) in such a way to interfere with the vision, or otherwise than parallel with the front of the site save as may be specially arranged with TanTrade. No signboard, advertising matter, painting or other matter shall be attached by any exhibitor to any building or other structure belonging to TanTrade without prior permission and only on such conditions as may from time to time determine.

9.0 EXIBITORS OBLIGATIONS

- 9.1 To keep sites at all times in clean and tidy condition and/or to have them cleaned and ready each morning in time for the designated opening hours.
- 9.2 To conform to the public by-laws of the City of Dar es Salaam.
- 9.3 To complete the display of the exhibits and be ready at least 24 hours before the opening of the fair.
- 9.4 To insure his goods when being consigned to site, during the fair period and when being removed from the Dar es Salaam International Trade Fair grounds.
- 9.4 To keep fire extinguishing equipment at the stand.
- 9.5 To respect the Industrial Property Right (legal copy right, patents and protected trade marks) of fellow exhibitors and refrain from any such infringements. If *prima facie* evidence of any such infringement of industrial property is supplied to TanTrade, the latter is entitled to demand that those concerned refrain from such infringement and, if this demand is not met with immediately, to remove exhibits or printed matter from which the infringement ensues or to close the exhibitor's stand. Furthermore, TanTrade is entitled to refuse the infringing party admission to future fairs or exhibitions or to make admission dependent upon special conditions, obligations or securities. However, this provision does not constitute any obligation on the part of TanTrade to take action in cases of infringement of industrial property rights and under no circumstance may claims be made against TanTrade.

10.0 PROVISION ON SELLING

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchase until after the trade fair closes.

Over the counter cash sales and other services and deliveries is allowed on the stand, the area to be used for this purpose shall not exceed 20% of the exhibition space occupied.

11.0 SPECIAL RESTRICTIONS

No exhibitor shall:

- 11.1 Cut the tree(s) or vegetation or destroy the same in any other manner without prior written approval of TanTrade.
- 11.2 Use the site or any building or structure thereon in a manner which may cause damage or nuisance to the public, TanTrade, exhibitors or occupants of other sites.
- 11.3 Distribute any advertising literature or display any advertising matter elsewhere within the grounds other than on his/her stand unless authorized in writing by TanTrade.
- 11.4 Sell, whether on a wholesale or retail basis any goods, from stands unless specially authorized thereto in writing by TanTrade and then only in respect of such goods and on such conditions as may be stipulated by TanTrade. It is especially agreed that taking of orders for delivery elsewhere than on the grounds is not prohibited by this clause.
- 11.5 Carry on any business or trade other than the exhibition of goods and articles in which the exhibitor deals or the manufacture thereof and the taking of orders for the delivery of such goods elsewhere than on the grounds unless otherwise especially authorized in writing by TanTrade.
- 11.6 Playing of music is prohibited.

12.0 LIMITED LIABILITY OF TANTRADE

TanTrade shall not at any time be responsible for any loss, damage whatsoever suffered by or caused to any exhibitor his officials, servants, workmen, contractor, his agents or principals and visitors arising from any cause whatsoever including, without limiting the generality defects in structures, buildings or drains, defect in or failure of water or electricity supply or other services, fire, flooding, theft, vandalism, terrorism or acts of war or force majeure.

13.0 TELECOMMUNICATION SERVICES INSTALLATION

Exhibitor may obtain temporary telecommunication installation services on application to any relevant service provider recommended by TanTrade. Hiring charges in respect thereof shall be paid direct to service provider by the exhibitor.

14.0 REMOVAL OF EXHIBITION GOODS, BUILDING AND STRUCTURES

- 14.1 Exhibitors shall remove all exhibition goods from the fair ground and dismantle all site structures within two days after the end of the fair. The exhibitor alone is responsible for the punctual vacating of the stands. Once the period of dismantling stands is over, all contracting party's obligation will lapse. Any goods or building materials or anything still in the exhibition halls are at the entire risk of the exhibitor.
- 14.2 Keys of the pavilion should be surrendered to TanTrade 72 hours after the end of the fair. Failure to do that, the exhibitor shall pay a penalty of 10% of DITF rental fee charges daily.
- 14.3 Any exhibits, stand construction materials not removed seven days after the fair has closed down shall be deemed to have been abandoned by the exhibitors and TanTrade shall dispose them in way it deems fit at the cost of the exhibitor.
- 14.4 Before the official dismantling period begins, exhibitors are not permitted to remove any exhibits from their stands or begin dismantling the stands. In event of violation of this regulation TanTrade is entitled to impose a contractual penalty of USD 2,000 or the equivalent in Tanzanian Shillings.

15.0 CATALOGUE ENTRIES

Each exhibitor undertakes through his/her application, to allow the inclusion of his/her firm and sub-exhibitor(s) in the alphabetical list of exhibitors. Only officially admitted exhibitors and sub-exhibitors will be included into the list of exhibitors. If

the information required for the compulsory entries has not been made available in due time, these entries will be composed on the basis of the information available. No legal claims may be derived from incorrect, incomplete or missing entries.

16.0 INVESTMENT IN THE FAIR GROUND

Investments in the fair grounds are governed by a separate set of rules and regulations, in conjunction to those, the following shall apply to permanent pavilion owners:- 16.1 Non Participation of Pavilion Owners

- a) In the case of non participation in any event organized by TanTrade and held in the fair grounds, the pavilion owner is obliged to handover three months in advance, to TanTrade his exhibition space/pavilion for TanTrade's best use in the interest of overall impression of the fair currently being staged. The space/pavilion shall be handed back to the owner immediately after the closure of the fair. Non participation for consecutive three years automatically means forfeiture of the pavilion ownership.
- b) Any exhibitor wishing to effect any changes/improvement on a hired premised should seek approval from TanTrade. If satisfied with the proposed changes TanTrade will grant permission to the exhibitor to effect the changes at his/her own cost. No claim in invoice amount reduction or compensation whatsoever shall be entertained by TanTrade with respect to these permitted changes or improvements. However, the exhibitor will be accorded preferential allocation treatment if he/she wishes to exhibit in the same pavilion in subsequent fairs. The changes/improvements so made shall be left intact at the end of the fair.

16.2 Obstruction of Gangways or Open Space No exhibitor shall at any time obstruct or allow to be obstruct by his goods or any other manner whatsoever, gangways, passages, open spaces, roadways or pathways. A breach of the condition of this clause shall entitle TanTrade to have such obstruction removed at the cost of the

exhibitor's should he fail to clear such obstruction within 60 minutes of being so required by TanTrade. 16.3 Fencing of Machinery. All machinery in motion must be railed or fenced off and all moving parts must be adequately sheltered or protected in such a way as to protect the public from injury.

16.4 Dangerous, Objectionable and Noisy Exhibits

- a) TanTrade may in its absolute discretion require the exhibitor to remove any exhibit which in its opinion is objectionable.
- b) TanTrade may make such rules and regulations as it may consider necessary from time to time in the interests of public health, comfort and safety in respect of objectionable or noisy exhibits or exhibits which may cause inconveniences.
- c) No exhibitor shall install or use any public address system on or from his site(s) at any time unless a special permission is granted by TanTrade.
- d) Exhibitors of radios, gramophones, television sets, tape-recording instruments and other similar appliances shall ensure that the volume of sound there from does not constitute a nuisance to other exhibitors and to the public attending the DITF. TanTrade reserves the right to bring into force and vary as may be necessary from time to time, regulation in regard of the playing of such appliance and the volume of noise there from.

16.5 Indemnity

The exhibitor hereby indemnifies TanTrade against all losses, damage or claim whatsoever and the costs of defending any such claims:

- a) Arising out of the breach of these Terms of Participation or any act, omission or neglect on the exhibitor, his officials, servants, workmen, contractors, his agents or principals, or
- b) Arising out of or as a result of any injury or accident caused to or occasioned by any goods, exhibits, machinery,

building or structure, which are owned, hired or borrowed by the exhibitor, or for the presence of which at the fair the exhibitor is responsible.

16.6 Consigning Goods or Exhibits to the Grounds

All goods forwarded for exhibition at the DITF must be consigned to the Exhibitor, c/o Tanzania Trade Development Authority, Mwl. J. K. Nyerere Fair Ground, Kilwa Road, Dar es Salaam and all charges thereon must be prepaid by the exhibitor. All contractors employed by exhibitor for the erection of buildings and structures prior to the DITF must consign all materials to the Exhibitor, c/o Tanzania Trade Development Authority.

16.7 Admission to the Fair Ground Prior to Fair Opening

Admission permit to the Grounds prior to the opening of DITF shall be issued by TanTrade. Exhibitors and /or their duly authorized contractors, artisans and employees shall acquire such permit from the Trade Fair Management Office. The permit will allow the bearer access to the grounds at any time during normal working hours for the purpose of erecting such structures as may be required to house their exhibits. Admission will be by such access gates as shall from time be decided by TanTrade.

16.8 Painting on Walls

No exhibitor shall paint, colour-wash or otherwise colour or disfigure any of the internal walls of any hall without the prior written consent of TanTrade or otherwise cause any damage whatsoever to the property of TanTrade. Any damage so caused shall be made good at the entire cost and expense of the exhibitor concerned and to that end TanTrade shall be entitled at its opinion to cause such repair work as may be necessary to be done and recover the cost thereof from the exhibitor concerned.

16.9 TanTrade shall have the right

- a) To reserve admission to the fair grounds at any time or on any particular occasion.
- b) To make such charges for admission to the ground as it may from time to time decide.

- c) Through its authorized representatives and workmen, to enter upon any site or building or structure thereon for the purpose of inspection and to carry work thereon or there under as may be deemed necessary or desirable.
- d) Through its authorized representatives and workmen to erect, lay, inspect, repair and maintain pipelines, power-lines and sewers over or under any open site provided that it makes good any damage to the exhibitor's property occasioned by its so doing.
- e) To cancel the fair, to change the dates, venues duration of the exhibition if required by special circumstances, police orders or other reasons which are regarded by TanTrade as compelling.
- f) To change the allocation of any Exhibitor without being liable for damages, claim any reduction in the invoice sum or compensation if circumstances call for such change and/or if the Exhibitor fails to take possession of his space/stand within the prescribed period. Such changes shall not entitle the exhibitor to withdraw from the hire contract.
- g) To request exhibitors to furnish information on business transactions made during the fair. The information shall be used by TanTrade for evaluation purpose.

- 16.10 Vehicles in the Fair Grounds Only authorized vehicles may be brought into the fair ground. Authorized vehicle must be parked in designated car park. All vehicles brought into the fair grounds are at the owner's risk and the entry of a vehicle into the fair ground impliedly authorizes TanTrade to remove it at the owner/driver's cost and risk if incorrectly parked or present without authority.
- 16.11 Postponement of the Fair All space will be let on the understanding that should the Fair be postponed or abandoned owing to circumstances beyond the Tanzania Trade Development Authority Control. TanTrade will not be responsible to any intending exhibitor for loss suffered by reason of such postponement or abandonment. The TanTrade will not be liable for any refund for charges and fees prepaid.

17.0 BASIS OF CONTRACT AND SUPPLEMENTARY REGULATIONS

Besides these Terms of Participation, the fair ground owner's regulations and provisions of an organizational nature (e.g. exhibitor information) or technical nature (e.g. guidelines for stand design) or any other provisions which an exhibitor receives before the start of the fair shall be deemed to be an integral part of the basis of the contract governing participation in this fair.

18.0 AMENDMENT

TanTrade reserves the sole and absolute right to add to, alter or expunge any of these Terms of Participation. Any alteration of such Terms of Participation shall take effect immediately upon the posted date by TanTrade. The decision of the Board of Directors of the Tanzania Trade Development Authority shall be final on all questions which may arise between TanTrade and exhibitors in regard to the interpretation or meaning of these Terms of Participation. The Tanzania Trade Development Authority also reserves the sole and absolute right to relax such conditions as it may deem necessary.

19.0 ENFORCEMENT OF TERMS OF PARTICIPATION

The terms and conditions of any concession let by the TanTrade shall so far as the same can be applicable, be governed by these Terms of Participation. All people holding an office in TanTrade, employees of TanTrade and other persons as authorized by TanTrade from time to time, are empowered to ensure the strict observance and compliance with all these Terms of participation.

20.0 BREACH OF TERMS OF PARTICIPATION

In the event of breach by any exhibitor of any of these Terms of Participation then in addition to any other legal remedies available to it, TanTrade shall at its opinion have the right to:

- 20.1 Cancel the booking of the space and if the exhibitor is already in

possession thereof, eject him there from. In such event TanTrade shall have the right to retain any rental fees paid, as damages for breach of these Terms of Participation, the exhibitor and TanTrade agreeing that the rental so paid is reasonable estimate of the damages suffered by TanTrade as a result of the breach. If any building or structure has been erected on the site such building or structure shall be forfeited by TanTrade without payment of compensation. If any building or structure will not be required by TanTrade they shall be removed at exhibitor's cost in which case the cost of removal shall be recoverable from the exhibitor.

- 20.2 Call upon the exhibitor to remedy the breach and failing compliance therewith, cause the breach to be remedied and recover the cost of so doing from the exhibitor.
- 20.3 Claim payment of all damages suffered as result of the breach of the contract.

21.0 CONFIDENTIALITY

TanTrade undertakes to treat any business secrets that it learns during its work in strict confidence. 22.0 DISPUTE Any dispute, difference or question which may arise anytime hereinafter between organizer and the exhibitor on these terms of participation or any right and liability of either party hereto, shall be decided by an Arbitrator to be chosen by the Organizer in Dar es Salaam, United Republic of Tanzania.

For more information contact

The Director General

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