

To be completed by the organiser:

Customer no.:  Space:

Product Group:  Booth no.:

### 1. Company name & address:

Company:

Contact Person(s):  Designation:

Address:

City:  Zip/Postal Code:  State:  Country:

Telephone:  Fax:   
Country code / City/Area code / Number Country code / City/Area code / Number

E-mail address:

Website address:

Company Pan Number:

GST Number:  State Code:

### 2. Business nature:

01 Manufacturer  02 Sole agent  03 Product Designer

04 Publisher  05 Exporter  06 Wholesalers

07 Others (please specify): \_\_\_\_\_

3. Brand name(s) sold by your company:

**4. Our Products belong to the following product groups: (Please indicate percentage (%) against applicable products, adding upto 100. Refer clause 9 on Page 4)**

**4.1 THE BATHROOM EXPERIENCE**

- |   |   |
|---|---|
| <input type="checkbox"/> Bath tubs                          | <input type="checkbox"/> Shower cubicles              |
| <input type="checkbox"/> Bathroom furniture and accessories | <input type="checkbox"/> Sanitary ceramic             |
| <input type="checkbox"/> Swimming pools                     | <input type="checkbox"/> Saunas                       |
| <input type="checkbox"/> Faucets                            | <input type="checkbox"/> Water treatment              |
| <input type="checkbox"/> Water storage                      | <input type="checkbox"/> Valves for sanitary fittings |

**4.2 KITCHENS**

- |  |  |
|--|--|
| <input type="checkbox"/> Modular kitchens and kitchen fittings | <input type="checkbox"/> Kitchen accessories         |
| <input type="checkbox"/> Kitchen furnishing                    | <input type="checkbox"/> Kitchen lighting            |
| <input type="checkbox"/> Kitchen cabinets                      | <input type="checkbox"/> Built-in kitchen appliances |
| <input type="checkbox"/> Kitchen sinks, taps and fittings      | <input type="checkbox"/> Finished worktops           |

**4.3 BUILDING AND ENERGY TECHNOLOGY**

- |   |  |
|---|--|
| <input type="checkbox"/> Boilers/burners/heaters/flues/heat pumps | <input type="checkbox"/> Solar energy systems                          |
| <input type="checkbox"/> Rainwater harvesting systems             | <input type="checkbox"/> Traditional tiled stoves                      |
| <input type="checkbox"/> Fireplaces                               | <input type="checkbox"/> Fittings and components for heating equipment |
| <input type="checkbox"/> MSR technology and home automation       |  |

**4.4 WORLD OF INSTALLATION TECHNOLOGY**

- |   |
|---|
| <input type="checkbox"/> Appliances and systems for surface mounting                            |
| <input type="checkbox"/> Pipes/fittings/fastenings and plumbing techniques                      |
| <input type="checkbox"/> Tools, and workshop equipment/office, IT and communications technology |

**4.5 EFFICIENT SYSTEMS AND RENEWABLE ENERGIES**

- |   |   |
|---|---|
| <input type="checkbox"/> Solar thermal energy                   | <input type="checkbox"/> Photovoltaics/biomass/heat pumps |
| <input type="checkbox"/> Wood and pellet burners                | <input type="checkbox"/> Solar-energy systems             |
| <input type="checkbox"/> Traditional tile ovens (swedish ovens) |   |

**4.6  Others please specify \_\_\_\_\_**

**5. Booth Package:**

**Standard Booth Package (min.9 sqm):**

Space rental per sqm: ₹ 10,350/-

(Calculation of Participation Fees: Total space rental + Directory Entry + 18% Goods & Services Tax (GST) + 10% refundable Security Deposit on total space rental)

Booth size:  sqm \* Total participation Fees: ₹

**Each Standard booth includes (per 9 sqm):**

- Stand construction and dismantling
- One lockable information cabinet and three chairs
- One waste bin
- Stand partitions
- Spot lights inclusive of power as per entitlement
- Wall-to-wall carpet
- Fascia board with company name / booth number
- One catalogue
- Exhibitor passes
- General security
- Daily booth cleaning

**Raw Space (min. 21 sqm):**

Space rental per sqm: ₹ 9,900/-

Calculation of Participation Fees: Total space rental + Directory Entry + 18% Goods & Services Tax (GST) + 10% refundable Security Deposit on total space rental)

Raw space:  sqm \* Total participation Fees: ₹

**Participation fees for Raw space includes:**

- Exhibitor passes
- One catalogue
- Daily booth cleaning
- General Security

\* See Calculation Example in clause 4 on Page 4 under Terms of Payment.

**Additional booth equipment can be ordered at an extra cost, please refer to the Exhibitor Manual. Goods & Services Tax (GST) applicable and subject to change as per the prevailing rate.**

**6. Name of legally responsible person:** Please write Full Name and sign below:

Name:

Title:

We hereby accept the general terms and conditions of the show and the specific terms on Page 4 of this contract.

Signature:  Date:

(with company seal)

## Specific Terms and conditions :

### 1. Organisers

Messe Frankfurt Trade Fairs India Pvt. Ltd.  
Gala Impecca, 5th Floor  
Andheri Kurla Road, Chakala  
Andheri (E), Mumbai 400093  
Tel. : +91 22 6144 5900  
Fax : +91 22 6144 5999  
Email : [himanshu.chitnis@india.messefrankfurt.com](mailto:himanshu.chitnis@india.messefrankfurt.com)

### 2. Date of event and Location

28 February–02 March 2019  
Bombay Exhibition Center (BEC), Mumbai

### 3. Registration and Confirmation

Application for acceptance as an exhibitor at the event must be made by submitting a duly completed signed and stamped application form. Acceptance of the application will be at the sole discretion of the organisers, and will be confirmed in writing by an invoice of Messe Frankfurt Trade Fairs India Pvt. Ltd.

### 4. Terms of payment

50% Participation fees (total participation fees = total space rental + directory entry charge + 18% GST + security deposit) must be paid & submitted along with a completed application form. The 50% balance amount should be paid as per the date mentioned in the invoice. Late payment will be charged @ 12% for the period delayed from the scheduled date of payment. The amounts are payable in the favour of Messe Frankfurt Trade Fairs India Pvt. Ltd. Banking charges, if any, are to be borne by the exhibitor. Example for calculating total participation fees payable for a 9 sqm Standard Booth:

Rupee (₹)	
A. Space Rental: 11,500 x 9 =	1,03,500
B. 10% Special discount to IPA Members =	10,350
C. Directory Entry =	2,000
D. GST at 18% =	17,127
D. Security Deposit (93,150 x 10%) =	9,315
Total participation fees =	1,21,592

GST as applicable and subject to change as per the prevailing rate. The security deposit shall be refunded after 2 months from the end of the fair and ensuring all outstanding payments are paid/cleared. Additional debit notes shall be raised for advertisement and power depending on the requirement of the exhibitor.

Remittance Details:  
The Hongkong and Shanghai Banking Corporation Limited  
located at  
Plot No. 139-140 B,  
Western Express Highway,  
Sahar Road Junction,  
Vile Parle (East), Mumbai – 400 057  
Account No : 003-585627-001  
Type of Account: Current  
IFSC Code :HSBC0400003  
SWIFT:HSBCINBB

Beneficiary Name: Messe Frankfurt Trade Fairs India Pvt. Ltd.  
Gala Impecca, 5th Floor  
Andheri Kurla Road, Chakala  
Andheri (E), Mumbai 400093

### 5. Cancellation

If a participant / exhibitor withdraws, cancels or decides not to participate in the fair for any reason whatsoever the total participation fees shall stand forfeited by Messe Frankfurt Trade Fairs India Pvt. Ltd. at its sole discretion. No claims for refunds on any account will be entertained by the organiser.

### 6. General Terms and Conditions of the Event

The detailed terms and conditions for the event are given in the General Event Conditions, which is available upon request, of which the Specific Terms & Conditions shall form a part of. In case of any contradiction between the Specific terms and the General terms & condition, the specific terms shall prevail.

### 7. Correspondence address for inquiries

Messe Frankfurt Trade Fairs India Pvt. Ltd.  
Gala Impecca, 5th Floor  
Andheri Kurla Road, Chakala  
Andheri (E), Mumbai 400093  
Tel. : +91 22 6144 5900  
Fax : +91 22 6144 5999  
Email : [himanshu.chitnis@india.messefrankfurt.com](mailto:himanshu.chitnis@india.messefrankfurt.com)

### 8. Services

Exhibitors are not permitted to engage the services of agencies other than those appointed by the Organiser. Services such as freight forwarding, cleaning of booth, catering, security etc are to be ordered only through order forms provided in the Exhibitor Manual.

### 9. Catalogue Entry & Product Display

Information from the application form will be used for the catalogue entry. Product profile in maximum 25 words. Please note that only those products mentioned against point 3 of the Application Form will be allowed to be displayed. The Organisers reserve the right to withdraw items from the stand that do not belong to the product range so mentioned.

### 10. Standard booth includes

- Stand construction and dismantling
- One lockable counter table and three chairs
- One waste paper basket
- Stand partitions
- Spot light inclusive of power, as per entitlement
- Wall-to-wall carpet

- Fascia board with company name / / booth number
- One official exhibitor catalogue
- General security
- Daily booth cleaning

### 11. Power

**Standard Booth:** Exhibitors are given power only for the entitled spotlights as per the package. Additional power for any other electrical application over and above the entitlement should be ordered through the order form in the Exhibitor Manual.

**Raw Space:** Participation fees for Raw space does not include power charges. Exhibitors are required to order and to make the necessary payment for their power requirement as per the order form provided in the Exhibitor Manual.

### 12. Subletting

The exhibitor is not allowed, without prior written consent of the Organiser, to sign, sublet or grant licenses in respect of any part of the space allotted to it nor display advertisements of firms who are not bonafide participants, on its stand. The Organisers reserve the right to levy a subletting surcharge for each sublet agreed to and the exhibitor is liable for the payment of this charge under the same terms of payment as the main stand rentals.

### 13. Restraint Control

The participant will not cause any inconvenience to or obstruct any other participant while making use of its stand space. The Organisers reserve the right to remove any participant causing any nuisance or obstruction from the stand space at the expense of other participants, without any notice of default and without intervention of court. The participant shall have no right to any refund or damages in such circumstances.

### 14. Further Regulations

- 1) The Organiser reserves the right to introduce, at any time, further regulations and guidelines governing the contract without any proper notification
- 2) The Organiser reserves the sole and exclusive right to determine the size, layout and position of any stands. The Exhibitor shall accept a new stand size, layout or position if it is reasonable for the Organiser to exercise this right.
- 3) In the event of the Exhibitor becoming insolvent, declared bankrupt or facing winding up proceedings the contract with Exhibitor shall be determined void and all monies already paid shall be retained by the Organiser.

- 4) The Organiser shall not be responsible for the loss or damage to any property of the Exhibitor or any other person, for the loss of, or damage or destruction to same by theft or fire or other cause whatsoever or of any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in a building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organiser, whether ejusden generis or not, or for any loss or damage occasioned, if by reason of the happenings of any such events, the opening of the exhibition is prevented or postponed or abandoned or a building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings and for a building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings and for their proportion of the shell scheme and furthermore for physical loss or damage to the basic shell scheme stand. As the Organisers will accept no responsibility for any of the matters aforesaid, the Exhibitor must cover themselves by insurance in respect thereof to any extent available and the Organiser reserves the right to demand sight of such a policy.
- 5) In no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to in Condition 4 or otherwise, or of the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organisers control, and the Organiser

shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organiser shall consider necessary. If in the opinion of the Organiser by re-arrangement or postponement of the period of the Exhibition or by substitution of another hall or building or any other reasonable manner the Exhibition can be carried through the contract for space shall be binding upon the parties except as to the size and position as to which any modification or re-arrangement they consider necessary shall be determined by the Organiser.

- 6) Stands must be properly manned and exhibits displayed during all the time the exhibition is open to visitors. No exhibits may be removed before the end of the exhibition without the written permission of the Organiser which will only be given in exceptional circumstances. All exhibits and stand fitting materials must be removed from the Exhibition Building within- and Exhibitor shall not enter, store, or carry out any work at the exhibition building prior to- the period stipulated by the Organiser. The Exhibitor will compensate the Organiser for any expenses incurred through failing to comply with this condition.
- 7) The Organiser accepts no responsibility for breakdown or failure of any the services provided for or in connection with the Exhibition.
- 8) The Exhibitor hereby declares bindingly and irrevocably that the exhibited products are not unauthorized copies or replicas of the products of other suppliers or third parties. The Exhibitor also undertakes to respect the priority property rights of third parties. Should an infringement of property rights of this kind be brought to the exhibitor's attention in the correct manner during his participation in the event, he hereby undertakes to remove the products concerned from is exhibition stand.

- 9) Mezzanine Construction As per the venue rules & guidelines mezzanine structures will be governed by the following: Stalls below 108 sqmtr no mezzanine is allowed and stalls above 108 sqmtr only 50% of the net area booked will be allowed for mezzanine. All the mezzanine structure should at two meters distance from the common wall of the adjacent booth. The exhibitor shall submit the plan with structural stability certificate from a government approved structural engineer of the stall for the consideration of venue. The responsibility of safety of the structure shall lie solely on the exhibitor. Mezzanine structure would be allowed only after the approval from the venue & organiser. Exhibitors are therefore requested to kindly send their stall design for approval before the above mentioned deadline. The mezzanine displays will be inspected during the build-up days and any exhibitor deviating from the regulations must make modifications, as suggested by the government approved structural engineer, at his own expense prior to the show opening. Charges will be applicable for creating the mezzanine structure @ 50 % of the bare space cost per sqmtr. Into size of the area created for the mezzanine structure.

#### **15. Dispute Resolution**

It will be endeavor of the Organiser to resolve all problems and disputes mutually. In case of disagreement, the matter can be brought up to any court within Mumbai jurisdiction.

#### **16. Arbitration**

All disputes and differences arising out of & related to these terms & conditions shall be referred to Arbitration under the provisions of the Arbitration & Conciliation Act, 1996. The arbitration shall be conducted by a sole Arbitrator to be appointed by the organiser. The Arbitration shall be in Mumbai and the costs of arbitration shall be borne by both parties equally.

## General Terms and Conditions

### 1.1 Introduction

1. The Organiser is:  
Messe Frankfurt Trade Fairs India Pvt. Ltd.  
Gala Impecca, 5th Floor,  
Andheri Kurla Road, Andheri (East)  
Mumbai 400 093
2. An Exhibitor is an applicant (referred to as Applicant) who has been accepted for participation in an event by the Organiser. Acceptance of an Exhibitor shall be in the form of a written confirmation referred to as Invoice. (see item 1.6).
3. These General Terms and Conditions of the Event shall apply to the Events organized by Messe Frankfurt Trade Fairs India Pvt. Ltd.
4. Event specific terms and conditions of each Event are mentioned in a separate document titled Application Form.
5. The issuance of an invoice, in response to an Event Application Form shall formulate the Contract of Participation between the Organiser and the Exhibitor.
6. The Exhibitor and the Organiser acknowledge these General Terms and Conditions of the Event and the Specific Terms and Conditions of the Event in question, as well as the terms in the Exhibitor Manual, as the elements of the Contract of Participation. In case of inconsistencies, the Specific Terms and Conditions will take precedence over the General Terms and Conditions.
7. Violations of the terms and conditions of contract of participation by an exhibitor shall entitle the Organiser to exclude an Exhibitor from an event and to seek remedies for damage caused by such violations.

### 1.2 Registration

1. An application for participation shall be made by submitting a completed Application Form which shall be signed by the Applicant and received by the Organiser on or before the stated deadline. The Organiser reserves the right in its discretion to accept a late filed Application Form.
2. The Organiser shall not be required to confirm receipt of the completed Event Application Form. Nor shall the confirmation of receipt of the completed Application Form by the Organiser be considered as acceptance of the applicant as an Exhibitor.

3. Withdrawal of an Application Form by the Applicant, at any point of time, shall require the prior written consent of the Organiser.
4. The Organiser shall not be liable for errors and omissions in the Applicant's Application Form.
5. The Exhibitor shall comply in all respects with the specifications, descriptions and other representations submitted by the Applicant on the Application Form. The Organiser shall be entitled in its discretion and if need be on short notice to exclude the Exhibitor from taking part in the event for failure to comply with the Applicant's statements in the Application Form.

### 1.3 Acceptance as an Exhibitor

1. The Acceptance of the application for participation is the sole prerogative /shall be at the sole discretion of the Organiser.
2. Accepted as Exhibitors at the event, shall be those manufacturers whose products are to be displayed corresponding to the product groups of the event, the same applies to the trade publishers with the appropriate subject matter. Other companies shall be admitted by the Organiser to exhibit at the event, provided the products to be exhibited constitute an essential completion of the scope of products on show (see Product Group listing in application form).
3. The Exhibitor or applicant undertakes to give the Organiser all information required on his company and the products to be exhibited. Should the Exhibitor wish to display several approved product groups on one stand, he must specify the various proportions as a percentage of each individual group. Should the range of products of the Exhibitor or the composition of the product range not comply with the details submitted, the Organiser is entitled at short notice, if need be, to exclude the Exhibitor from taking part in the event.
4. Depending on the nature of the event, suitable software and services shall likewise be classified with the product groups to be displayed (exhibits, merchandise goods, product groups, exhibition goods and exhibition articles)
5. The Organiser shall decide on the acceptance of exhibitors using due discretion. The Organiser is entitled to reject applications for acceptance basing their decision

inter alia among other factors / reasons, on the area of capacities available for the event and on the target and structure of the event.

### 1.4 Composition of the Event

The Organiser shall determine the composition of an event in particular the branches of the industry, the product groups and their makeup, and is entitled, in deciding upon exhibitor acceptance, to take account of the composition of the exhibitors in respect of origin, company structures, economic categories and other objective features.

The Organiser is entitled if necessary, to reduce the exhibition area of an Exhibitor, to alter the exhibitor's position or to admit exhibitors on an alternating basis.

The Organiser is entitled any time to exclude from admission i.e. presentation, exhibition articles which do not conform to the targets set for the event.

### 1.5 Stand Allocation

1. The allocation of stands shall be at the sole discretion of the Organiser and made according to technical factors relating to the exhibition. Exhibitors have no right to any particular position or size of stand, regardless of any particular positioning proposal which may have been made on the application form.
2. In distributing the stands, account may be taken of the product groups to which the registered articles are affiliated. The Organiser may offer the Exhibitor a selection of other stand sizes.
3. In the event of deviations in the stand allocations or alterations to the stand, even after the confirmation has been issued, the Exhibitor has no right to claim against the Organiser for rescission or damages - except in the case of intent or gross negligence. Nevertheless the Exhibitor has the right of rescission should the Organiser offer an area less than 50% of the contracted size.

### 1.6 Confirmation Of Acceptance

1. Acceptance as an Exhibitor is issued in the form of an Invoice detailing the area allocated. A contract is thus entered into between the Exhibitor and the Organiser and is legally binding. The contract is valid from the date of Invoice till the last date of event.



2. The confirmation of acceptance applies only to the Exhibitor specified. Furthermore it is not permitted to assign the confirmed stand -wholly or partially even if free of charge to third parties or to include or represent other companies on the stand. An exchange of stands is only permissible with the written consent of the Organiser.
3. The confirmation of acceptance is only applicable to the products specified in the application form and approved by the Organiser.
4. In the event of the Exhibitor wishing to alter his exhibition program, the Exhibitor undertakes to inform the Organiser of his intention to include new products and / or omit products in good time prior to the beginning of the event to enable the Organiser to issue its consent after making any investigation necessary and undertaking any measures required. Mere request being made to the Organiser does not guarantee acceptance. If the Exhibitor alters his product range or its composition without the approval of the Organiser contrary to the details stated in the application form, the Organiser is entitled to withdraw from the contract without notice. Claims for the damages on the part of the Exhibitor may not be made against the Organiser as a result of this withdrawal. The Organiser shall be entitled to forfeit the amount paid by the Exhibitor towards the participation fee
5. Confirmation of acceptance is issued on the condition that the entire amount of participation fee is paid within the period prescribed. Failing this the Organiser is entitled, as from the expiry of the period allowed for the payment, to withdraw at any time from the Contract of participation and to dispose of the exhibition space as it sees fit.
6. In the event of bankruptcy or settlement proceedings or in the case of insolvency on the PDRT of the Exhibitor during the period covered by contract, the Exhibitor undertakes to inform the Organiser immediately.
7. The Organiser is entitled to give notice of cancellation of the contract of participation by mail sent to the last known address of the Exhibitor without observing the periods specified for notice and irrespective of the continued liability of the Exhibitor for the entire stand rental if:
  - a. Application has been submitted for either bankruptcy or settlement proceedings in respect of the Exhibitor or the exhibitor has discontinued payments
  - b. The participation fee has not been received or only partially paid by the last date specified for payment.
  - c. Any other grounds mentioned elsewhere in the General Terms & Conditions as well as the Specific Terms & Conditions of the event.

Three days following the dispatch of the Notice of Termination by mail, the Organiser may dispose of the exhibition area as it sees fit. Exclusion from future events is allowed, the Exhibitor has no rights to claim damages from the Organiser.
5. All objections to invoices shall be submitted in writing within fourteen days following the receipt of the invoice. The invoiced amount may not be offset against unacknowledged demands or claims against the Organiser.
6. In the event of a delay in payment, the Organiser is entitled to charge interest on arrears.
7. In the event of non-payment by the Exhibitor, the Organiser shall be entitled to take possession of equipment, exhibits and other properties belonging to the Exhibitor within the booth area, and to have such property sold at public auction or otherwise in an 'arm's length' third party transaction. The Organiser shall furnish the Exhibitor one month's written notice of such intended sale. Any payment remaining after deducting payment owed to the Organiser and its expenses of possession, storage and sale shall be remitted to the Exhibitor.

### 1.7 Conditions of Payment

1. In return for the right to participate at the event and to use the exhibition space, the Exhibitor shall pay a Participation Fee to the Organiser, the amount of which depends on the size and type of stand area allocated. The participation fee includes the construction and dismantling times specified in the Exhibitor Manual. The Organiser retains the right to alter at short notice the contractual construction and dismantling times. No claims can be made in this respect with regards to any fee reduction. The prices applicable to the event are given in the Application form.
2. Please return the completed application form along with 50% advance payment of participation fee in favour of Messe Frankfurt Trade Fairs India Pvt.Ltd as mentioned in the Specific Terms & Conditions, payable in Mumbai. An invoice will be issued on confirmation of Participation. All banking charges, if any, are to be borne by the applicant. Should, following the payment, the Exhibitor apply for a larger area than originally envisaged and should this area be allocated to him, the additional amount as notified must be paid immediately.
3. All amounts due to the Organiser are to be paid in the Currency invoiced into the account detailed in the application form, within the deadline mentioned in the invoice.
4. Costs for additional services and deliveries ordered from the Organiser by the Exhibitor shall be covered by an invoice, payable upon receipt, before the fair.

### 1.8 Event Schedules

1. The duration of the Event shall be specified in the Event registration Form. The hours of opening shall be published in the Specific Terms and Conditions of the event. Entry to the area of the Event shall not be permitted outside those times.
2. The Rules and Guidelines shall set forth the specific times available to the Exhibitor for booth construction and dismantling. Only in exceptional circumstances and with the written consent of the Organiser may construction work and dismantling work be carried on outside of this period.
3. The Organiser shall be entitled to cancel or postpone the Event and to alter its duration and hours of operation. No claims by an Exhibitor for compensation shall be valid under such circumstances. In the case of postponement or alteration in the duration of the Event, the specific terms and conditions of Event shall be applicable to the new duration and hours of operation.
4. Should the Event be interrupted, after commencement due to circumstances beyond the control of the Organiser, an Exhibitor may not rescind the contract of participation and may not enforce claims for damages against the Organiser.

### 1.9 Use of Booth

1. The Exhibitor undertakes to use the Booth for the duration of the Event in conformity with the terms and conditions of the Contract of

Participation. During the hours of participation, the Exhibitor shall keep the Booth sufficiently manned and shall mark it with the Exhibitors name and place of business.

2. The Exhibitor undertakes to use only the Booth space allotted to him. Usage of Aisle area for display of products or to accommodate any stand furniture/ equipment by the Exhibitor is not permitted. Penalty charges will be imposed should this not be adhered to.
3. If for any reason the Exhibitor although registered and accepted does not participate at the Event, the Organiser shall be entitled within its discretion to allocate the Booth otherwise. The Organiser also shall be entitled within its discretion to reallocate a booth if it has not been occupied by 18:00 hrs on the day prior to the start of the Event, or if the Booth has been completely or partially cleared and is no longer manned or if the products registered and accepted are not exhibited. Notwithstanding such action by the Organiser, the Exhibitor shall be liable for the entire Participation Fee.

#### 1.10 Cancellation

If a participant/exhibitor withdraws, cancels or decides not to participate in the Fair for any reason whatsoever the total participation fees shall stand forfeited by Messe Frankfurt Trade Fairs India Pvt. Ltd. at its sole discretion. No claims for refunds on any account will be entertained by the organiser.

#### 1.11 Exhibits

1. During the Event the booth shall be furnished with the exhibits, which have been registered and accepted for display; exhibits may not be removed from the booth or exchanged for other types of exhibits. During the hours of operation articles accepted for display may not be concealed.
2. Only brand new articles may be used as exhibits. Manufacture of articles in the booth itself may be carried out with only the written consent of the Organiser. Demonstrations of machines, appliances, plants, instruments and similar articles shall be subject to the regulations of the exhibition areas and of public authorities having jurisdiction.

#### 1.12 Visitor Authorization

1. Trade buyers and other trade visitors shall be authorized to visit the Event. In addition, the Organiser may declare the event to be completely or partially open to the general public.

2. The Organiser may be allowed to carry out reasonable security checks at the entrance and to refuse entry where appropriate.

#### 1.13 Sales Activities

1. The Exhibitor may accept orders and commissions from trade buyers who furnish proof of their identity and may conclude purchase and service contracts to be put into effect outside of the event. The same applies to purchase of exhibits for delivery after the event has been concluded.
2. Price labeling whether on the booths or the exhibits in the event, catalogues or on advertising aids shall be prohibited.
3. Counter sales i.e. the sales and handing over of goods as well as the sale of food and of refreshments are prohibited. Free samples may be given away only after the event has concluded.

#### 1.14 Advertising and Publicity

1. The inside area of the booth may be used by the Exhibitor for advertising or publicity purposes, but only in respect of the exhibits there displayed.
2. The Organiser may issue directions relating to the design of the outer booth areas taking account of the overall theme of the event. The Exhibitor shall comply with such rules.
3. No Exhibitor shall carry out publicity measures outside the boundary of the booth on or in front of the Event.
4. The following publicity measures are not permitted even within the booth:-
  - those containing ideological or political subject matter.
  - those that disturb other exhibitors e.g. acoustic or optical irritations (flashing lights, moving screens, loudspeakers, announcements etc.), accumulating dust and litter.
  - those interfering with the flow of visitors especially those that cause congestion at the aisles.
  - those comprising a decoration of the booths with flags, pennants, transparencies etc. - those that include live animals as viewing objects.
  - those constituting third party publicity as well as any measures indicating names of suppliers, customers and other companies.

- those promoting events or exhibitions organised by persons other than the Organiser or one of its affiliates.

5. The use of computer information systems in a booth shall be permitted only by the written consent of the Organiser.
6. The use of the logo and the name of the Organiser or of the Event shall require the written consent / approval of the Organiser.
7. Only the Organiser shall have the right to distribute an Exhibitor's press material generally. For this purpose an appropriate number of copies for distribution shall be provided to the Organiser at the press office on site. However, the Exhibitor shall be entitled to distribute press material at its own press conference and booth.
8. Acoustic presentations for reception with earphones are permitted, if they are arranged at the booth in such a way that other exhibitors are not disturbed or visitors hampered. The use of monitor/s wall/s shall be permitted as long as the distance to the aisles is at least two meters and the other exhibitors are not disturbed or hampered.
9. The Exhibitor shall be responsible for the acquisition of the appropriate performing and reproduction rights.
10. The Organiser shall be entitled at the Exhibitor's cost to remove without notice all advertisements or to stop any publicity measures that have not been approved by the Organiser. In case of doubts, the Organiser shall decide within its discretion whether a form of advertising or publicity is permissible.

#### 1.15 Picture and Sound Recordings

1. Except as set forth below, no visual (including sketches) or sound recordings of exhibition samples or exhibition booths shall be permitted.
2. An Exhibitor shall be entitled to make visual and sound recordings or drawings of its own booth or products exhibited during the hours of operation of the Event.
3. The Organiser shall be entitled to make pictures and sound recordings as well as sketches of exhibition booths or individual exhibits for the purpose of documentation or for its own publications.



### 1.16 Media and Press Relations

Activities of the Media such as radio, television, film and trade press shall be conducted through the Organiser's press office.

### 1.17 Protection of Intellectual Property

The Exhibitor undertakes to ensure that exhibits comply with all patent, trademark, copyright or other laws and other requirements for protection of intellectual property. In case of breach of this undertaking, the Organiser reserves the right to exclude the Exhibitor from this Event.

### 1.18 Exclusion of Liability

1. The Organiser shall not be liable to an Exhibitor for damages or interruptions caused by Acts of God, warlike condition, civil unrest, riots, revolutions, fires, water explosions, violence, storms, internal disturbances and other instances of force majeure or due to theft, burglary, breakdown of supplies and services (e.g. electricity, gas, water) and other such causes, as well as damage incurred as a result of breach of the security regulations under item 1.19.
2. The Organiser shall not be liable for damage caused by visitors to the event or by other Exhibitors and persons acting on their behalf.

### 1.19 Security Regulations, Accident, Prevention And Other Legal & Official Directives

1. All the laws of the land shall be observed throughout the exhibition period.
2. The Exhibitor shall observe all legal and official regulations and all safety directions issued or on behalf of the Organiser and all other accident prevention and safety directives.
3. At all times access to the booths shall be given to members of the police and fire and rescue services and other appropriate government officials as well as to authorized representatives of the Organiser. In general, police, fire and ambulance staff shall be on duty at the Event. They are to be notified immediately in the case of emergency.
4. The Organiser shall be entitled to check at any time that all security regulations are being observed. The Organiser is authorized to order the immediate elimination (at the expense of the exhibitor) of a situation that does not conform to regulations and to prohibit any operation that is contrary to those regulations or otherwise presents a potential safety or security risk. The

Exhibitor undertakes to observe all such instructions and directives.

5. The Exhibitor shall obtain all required permits prior to start of the event and have them at the booth for inspection when asked for.

### 1.20 Limit of Liability

The Organiser is not liable for any loss or damage to Exhibitor property at the exhibition site or injury to them, their personnel and visitors.

### 1.21 Damages

1. Exhibitor is liable for cost of making good or replacing damages to persons or damages to the exhibition premises whether caused by themselves, their booth equipment, exhibits, their agents, contractors or by any person engaged on their behalf by such agents or contractors during construction and dis-mantling.
2. Exhibitors occupying standard booth stands are also responsible for the cost of making good, restoring or renewing any damages to their standard booth structures, floor coverings, light fittings or any part thereof, whether caused by persons employed or engaged on their behalf by such agents or contractors. The cost of making good any damage will be assessed by the official contractor and charged to the Exhibitor.

### 1.22 Submission of Claims

All claims by an Exhibitor shall be made in writing to the Organiser no later than fourteen days following the last day of the Event.

### 1.23 Arbitration

All disputes and differences arising out of & related to these terms & conditions shall be referred to Arbitration under the provisions of the Arbitration & Conciliation Act, 1996. The arbitration shall be conducted by a sole Arbitrator to be appointed by the Organiser. The Arbitration shall be in Mumbai and the costs of arbitration shall be borne by both parties equally.

### 1.24 Severability

If any provision of the Contract of Participation should be or become invalid or unenforceable, such invalidity or enforceability shall not affect the validity or enforceability of the remaining provisions. The parties shall replace the invalid or unenforceable provision with another provision that will come as close as possible to the original commercial intent of the parties.

### 1.25 Amendment

The Exhibitor and the Organiser agree that the Contract of Participation may be altered or amended only in writing & executed by both parties.

### 1.26 Fire and Safety Regulations

Fire fighting equipment will be provided at various points in the exhibition hall. Exhibitors are however advised to take due precautions and provide necessary equipment in their own stalls. Exhibitors should also install guards or protectors on machines / exhibits during the demonstration to avoid injury to themselves and to visitors. Fire tenders with firemen will be on duty round the clock in the fair grounds.

The following must be observed at all time under all circumstances:

1. All exits, entry areas and exit aisles must be kept clear and unobstructed.
2. Compressed gas cylinders are prohibited in the exhibition area.
3. All temporary wiring must be accessible and free from debris and storage material.
4. No storage of any kind is allowed behind booths or near electrical services.
5. All empty cartons and crates must be labelled and removed for storage.
6. Helium balloons are not allowed inside the hall.