



**Application Form**  
**European Pavilion**  
**From Europe**  
**Co-Exhibitors**

Contact:  
 Messe München GmbH, Messegelände  
 81823 München, Germany  
 Tel. (+49 89) 9 49-20256  
 Fax (+49 89) 9 49-20259  
 info@bcindia.com  
 www.bcindia.com



International Trade Fair for Construction Machinery, Building Material  
 Machines, Mining Machines and Construction Vehicles

November 03 – 06, 2020  
 Gurgaon / New Delhi, India

Priority Deadline:  
**August 24, 2020**

**MAIN EXHIBITOR**

COMPANY NAME

STAND No. (if already known)

CONTACT FOR TRADE FAIR ORGANISATION:

Mr  / Ms.  Title: First name: Last name:

Country/Area Code: PHONE: FAX:

Personal Email:

We hereby authorize the company mentioned below as co-exhibitor at our stand at bauma CONEXPO INDIA 2020. The company has all technical and commercial documents necessary for the information of visitors concerning the exhibits on display. The exhibits correspond with the Index of Products and Services of bauma CONEXPO INDIA 2020.

**Co-EXHIBITOR DETAILS**

COMPANY NAME:

STREET, P.O. Box:

POSTAL CODE / TOWN / COUNTRY:

WEBSITE: WWW. Member of the following associations:

CONTACT FOR TRADE FAIR ORGANISATION:

Mr  / Ms.  Title: First name: Last name:

AREA CODE: PHONE: FAX:

Personal Email:

Type of Exhibitor: Manufacturer Dealer Importer Distributor Service company (multiple entries possible)

Headquarters of the parent company with full address and country:

Already participated in BAUMA CONEXPO INDIA 2018 under the following company name:

Under which country would you like to be included in the statistics: Headquarters Branch country:..... Country:.....

The application is free of charge for each co-exhibitor admitted and will be charged to the main exhibitor. The minimum catalogue/Internet entry free of charge includes the company name, hall and stand number. Further services will be offered on a separate order form in the Exhibitor Manual.

**INDEX OF PRODUCTS AND SERVICES: see overleaf (Please complete and submit the attachment together with this application form)**

Herewith I accept the terms of participation. The attached terms of participation are recognized as legally binding in all parts. Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of bC Expo India Pvt. Ltd. in respect of the above fair.

PLACE AND DATE

COMPANY STAMP AND LEGALLY BINDING SIGNATURE OF MAIN EXHIBITOR  
 PLEASE ALSO PRINT NAME

COMPANY STAMP AND LEGALLY BINDING SIGNATURE OF CO - EXHIBITOR  
 PLEASE ALSO PRINT NAME

**Extract from the terms of participation**

**3 Co-exhibitors and additionally represented companies** (see also Clauses 1, 2)

Permission for Co-Exhibitors must be requested in writing in the application form. The registration is free of charge for each Co-Exhibitor admitted. A Co-Exhibitor is one who presents his own goods or services, using his own staff, at the stand of another Exhibitor (the main Exhibitor). The Co-Exhibitor includes group companies and subsidiaries. Agents and representatives shall not be admitted as Co-Exhibitors ("Additionally Represented Company").

The Additionally Represented Company would also include: In the case of an Exhibitor who is also a manufacturer, such other company whose goods or services are offered by the Exhibitor. If an Exhibitor who is a distributor wants to display not only the products of one manufacturer but also goods and services of other companies, then such other companies are Additionally Represented Companies. Additionally Represented Companies are not allowed on the stand of the concerned Exhibitor.....

As of July 2017

Kindly mark the main product index under which most of your products can be allocated:

MAIN PRODUCT INDEX NR: \_\_\_\_\_

If you are a dealer please list the Trademarks you will be exhibiting at bauma CONEXPO INDIA 2020 here:

**1. All Around Construction Sites**

**1.1 Construction vehicles**

- 1.1.1 Dumper trucks
- 1.1.2 Tractors
- 1.1.3 Semitrailer trucks
- 1.1.4 Truck carriages for special body assemblies
- 1.1.5 Road sweepers
- 1.1.6 Body assemblies and trailers
- 1.1.7 Others trucks and commercial vehicles

**1.2 Earth-moving machines**

- 1.2.1 Machines for tunnel construction / Tunneling machines
- 1.2.2 Excavators
- 1.2.3 Excavator-loaders
- 1.2.4 Loaders
- 1.2.5 Scrapers
- 1.2.6 Bulldozers and graders
- 1.2.7 Drilling equipment and systems
- 1.2.8 Pile drivers and pulling tools

**1.3 Road Construction and Maintenance Equipment**

- 1.3.1 Rollers
- 1.3.2 Plate vibrators
- 1.3.3 Tampers
- 1.3.4 Soil stabilizers
- 1.3.5 Special machines for road construction, maintenance and repair
- 1.3.6 Track-laying machines
- 1.3.7 Wall trenching cutters
- 1.3.8 Paving stone placing machines

**1.4 Pipe & Cable Laying Equipment & Tools**

- 1.4.1 Cable laying machines
- 1.4.2 Pipeline and cable detectors
- 1.4.3 Cable sanitation and renovation

**1.5 Lifting appliances and conveyors**

- 1.5.1 Cranes
- 1.5.2 Site Hoists
- 1.5.3 Transport platforms
- 1.5.4 Working platforms
- 1.5.5 Mast climbing platforms
- 1.5.6 Hoists and winches
- 1.5.7 Bottle hoists, electrical lifts
- 1.5.8 Vacuum lift systems
- 1.5.9 Forklifts
- 1.5.10 Lift trucks
- 1.5.11 Lifting technology, others

**1.6 Construction equipment, tools and special systems**

- 1.6.1 Stone Processing Equipment
- 1.6.2 Equipment and tools for reinforcing steel processing
- 1.6.3 Ground water lowering systems, construction pumps
- 1.6.4 Compressed air tools
- 1.6.5 Hydraulic tools
- 1.6.6 Electrical tools
- 1.6.7 Petrol-driven drills
- 1.6.8 Joint cutters
- 1.6.9 Laser cutting systems
- 1.6.10 High-pressure and steam cleaners
- 1.6.11 Sand and shot blasting cleaners
- 1.6.12 Surveyor's equipment
- 1.6.13 Bolt cutters
- 1.6.14 Welding sets and accessories
- 1.6.15 Compressors
- 1.6.16 Canal sheeting equipment
- 1.6.17 Canal maintenance equipment
- 1.6.18 Wheelbarrows and construction ladders
- 1.6.19 Garbage compactors

**1.7 Handling and processing concrete and mortar at construction sites**

- 1.7.1 Concrete pumps
- 1.7.2 Distributor booms for concrete pumps
- 1.7.3 Truck mixers
- 1.7.4 Pneumatic conveyors
- 1.7.5 Mortar pumps
- 1.7.6 Concrete guns
- 1.7.7 Concrete injectors
- 1.7.8 Waste concrete recycling, residual concrete washing systems
- 1.7.9 Rendering machines
- 1.7.10 Concrete compaction
- 1.7.11 Telescopic conveyor belts (self propelling)
- 1.7.12 Aggregates for the concrete and mortar processing
- 1.7.13 Concrete vibrator

**1.8 Formwork and scaffoldings**

- 1.8.1 Formwork systems for civil engineering
- 1.8.2 Formwork systems for bridge building
- 1.8.3 Formwork systems for tunnel construction
- 1.8.4 Formwork plates
- 1.8.5 Formwork cleaning, repair and regeneration
- 1.8.6 Software systems for formwork planning
- 1.8.7 Formwork accessories
- 1.8.8 Scaffolding

**1.9 Site installations**

- 1.9.1 Portakabins
- 1.9.2 Motor caravans, job site and office caravans
- 1.9.3 Mobile toilet units
- 1.9.4 Hangars, mobile and stationary
- 1.9.5 Contractors' air heaters
- 1.9.6 Power distributors
- 1.9.7 Signal and locking systems for construction sites
- 1.9.8 Safety nets and belts

- 1.9.9 Concrete removing and rust-protection agents
- 1.9.10 Concrete and mortar buckets
- 1.9.11 Loading rails
- 1.9.12 Construction site lighting
- 1.9.13 Construction site fences
- 1.9.14 Mobile gas stations
- 1.9.15 Construction waste chutes

**2. Mining, Extraction and Processing of Raw Materials**

**2.1 Machines for extraction of raw materials and for mining**

- 2.1.1 Shaft sinking
- 2.1.2 Exploration drilling
- 2.1.3 Heading (also for tunneling)
- 2.1.4 Shaft support
- 2.1.5 Roof for roadways supports
- 2.1.6 Facilities for lowering groundwater
- 2.1.7 Pumps
- 2.1.8 Scrapers for gravel extraction
- 2.1.9 Longwall mining
- 2.1.10 Room and pillar and vein mining (also tunneling)
- 2.1.11 Ventilation and air-conditioning
- 2.1.12 Stowing
- 2.1.13 Dewatering
- 2.1.14 Open cast mining, extraction
- 2.1.15 Marine mining
- 2.1.16 Blasting equipment
- 2.1.17 Surveying/measuring technology for mining

**2.2 Handling of raw materials**

- 2.2.1 Continuous conveying
- 2.2.2 Bin equipment
- 2.2.3 Stockyard systems

**2.3 Mineral processing (incl. coke oven equipment)**

- 2.3.1 Complete processing plant
- 2.3.2 Crushers
- 2.3.3 Mills
- 2.3.4 Screening machines
- 2.3.5 Sorting equipment
- 2.3.6 Dewatering units
- 2.3.7 Briquetting plants
- 2.3.8 Palletising machines
- 2.3.9 Granulation machines
- 2.3.10 Bins
- 2.3.11 Dryers for sand and gravel
- 2.3.12 Dedusting units
- 2.3.13 Water treatment systems
- 2.3.14 Coking plants

**3. Production of Building Materials**

**3.1 Manufacture of cement, lime and gypsum compounds for building materials**

- 3.1.1 Machinery and plant for the cement industry
- 3.1.2 Machinery and plant for the gypsum industry
- 3.1.3 Machinery and plant for the lime industry
- 3.1.4 Ovens, cookers, autoclaves
- 3.1.5 Pulverizing calcination plants
- 3.1.6 Coolers
- 3.1.7 Mixing plants / mixers
- 3.1.8 Machines and systems for producing gypsum and gypsum plasterboard

**3.2 Machines and systems for producing concrete, concrete products and pre-fabricated components**

- 3.2.1 Machines and plants for producing fresh concrete
- 3.2.2 Machines and plants for producing concrete blocks and plates
- 3.2.3 Plant engineering for piping and shaft construction
- 3.2.4 Plant engineering for producing pre-fabricated concrete parts
- 3.2.5 Plant engineering for lightweight building blocks
- 3.2.6 Machines and plants for working reinforced concrete

**3.3 Machines and plants for producing asphalt**

- 3.3.1 Turnkey mixing systems
- 3.3.2 Mixing plants / mixers
- 3.3.3 Cookers
- 3.3.4 Systems for the bitumen production

**3.4 Machines and plants for producing pre-mixed dry mortar, plaster, screed and building supply store products**

- 3.4.1 Turnkey systems
- 3.4.2 Mixing plants / mixers

**3.5 Machines and plants for producing lime sandstone and building products using power plant residue (fly ash, slag, etc.)**

- 3.5.1 Turnkey systems
- 3.5.2 Mixing plants / mixers
- 3.5.3 Lime sandstone presses
- 3.5.4 Autoclaves

**3.6 Building material handling and packaging (in a plant)**

- 3.6.1 Mechanical conveyor systems (conveying worms, band conveyors, conveyor belts, vibration machines)
- 3.6.2 Pneumatic conveyor systems
- 3.6.3 Transport and storage systems
- 3.6.4 Metering and weighing equipment
- 3.6.5 Packaging systems and accessories
- 3.6.6 Control and process control engineering

**4. Component and Service Suppliers**

**4.1 Transmission engineering, fluid technology and power generation units**

- 4.1.1 Motors and engines
- 4.1.2 Gearwheels
- 4.1.3 Gear units
- 4.1.4 Axles
- 4.1.5 Cardan shafts
- 4.1.6 Steering mechanisms
- 4.1.7 Coupling
- 4.1.8 Brakes
- 4.1.9 Hydraulic drive, control and process control engineering
- 4.1.10 Pneumatic drive, control and process control engineering
- 4.1.11 Power generation units, stationary
- 4.1.12 Power generation units, mobile
- 4.1.13 Frequency and current transformers
- 4.1.14 Batteries
- 4.1.15 Electricity equipment for vehicles
- 4.1.16 Other power distribution elements and lighting
- 4.1.17 Equipment and accessories
- 4.1.18 Electrical drive, control and process control engineering
- 4.1.19 Hybrid drive

**4.2 Attachments, Accessories and wear parts**

**4.2.1 Attachments for construction vehicles**

- 4.2.1.1 Chips and sand spreaders
- 4.2.1.2 Sweepers
- 4.2.1.3 Roadside mowers
- 4.2.1.4 Snow-clearing machines

**4.2.2 Attachments earth-moving machines**

- 4.2.2.1 Hydraulic shears
- 4.2.2.2 Hydraulic grapples
- 4.2.2.3 Excavator buckets, loader buckets
- 4.2.2.4 Quick coupling systems
- 4.2.2.5 Grapples
- 4.2.2.6 Backhoes
- 4.2.2.7 Hydraulic hammers
- 4.2.2.8 Hydraulic cutters
- 4.2.2.9 Hydraulic crushers
- 4.2.2.10 Vibratory tools
- 4.2.2.11 Auger drives
- 4.2.2.12 Fork prongs/carriers
- 4.2.2.13 Telescopic pile leaders, fixed leaders
- 4.2.2.14 Screener crushers
- 4.2.3 Rubber/metal connectors
- 4.2.4 Track-laying chassis
- 4.2.5 Teeth and cutting strips
- 4.2.6 Round shaft chisels and similar tools
- 4.2.7 Hydraulic hoses
- 4.2.8 Tubes and hoses for concrete pumps, mortar pumps and pneumatic conveyors
- 4.2.9 Ropes, reels, chains, etc.
- 4.2.10 Linings for crushers, mills, etc.
- 4.2.11 Screen decks
- 4.2.12 Vulcanization equipment and materials
- 4.2.13 Brushes, technical
- 4.2.14 Drivers' cabs
- 4.2.15 Driver seats
- 4.2.16 Heaters, coolers, etc.
- 4.2.17 Special tires
- 4.2.18 Tire chains and anti-skid chains
- 4.2.19 Brake and clutch linings
- 4.2.20 Filters for motors/engines
- 4.2.21 Gaskets
- 4.2.22 Central lubrication systems, lubricants
- 4.2.23 Noise-protection systems
- 4.2.24 Coolers
- 4.2.25 Protective ventilation and air-conditioning systems
- 4.2.26 Remote radio controls
- 4.2.27 Fire extinguisher systems
- 4.2.28 Explosion protection equipment's
- 4.2.29 Engine exhaust gas purifiers
- 4.2.30 Equipment and accessories, other
- 4.2.31 Steel Material

**4.3 Services**

- 4.3.1 Trade publishers, trade literature, films and photographic documentation
- 4.3.2 Professional associations / organizations
- 4.3.3 Equipment rental companies
- 4.3.4 Financing / leasing / insurance companies
- 4.3.5 EDP hardware and software for fleet management
- 4.3.6 Consulting / engineering
- 4.3.7 Research and advice
- 4.3.8 Public agencies, business and professional associations, other organizations

**4.4 Test, measurement and process control engineering**

- 4.4.1 Measuring, steering, controlling (software, sensor technology, recording, documentation and evaluation)
- 4.4.2 Testing facilities
- 4.4.3 Automation

**4.5 Communication and navigation**

- 4.5.1 Remote control technique and data transmission
- 4.5.2 Goods technology and operation, monitoring, documentation and evaluation
- 4.5.3 Telephones, radio systems, intercom systems and signal systems
- 4.5.4 Navigation equipment

**4.6 Job safety**

- 4.6.1 Respiratory Equipment
- 4.6.2 Rescue equipment
- 4.6.3 Testing equipment
- 4.6.4 Clothing
- 4.6.5 Dedusting

# Buyer Seller Forum Form

(Attachment to bauma CONEXPO INDIA 2020 application form)

Please tick the box if the contact details are the same as what is mentioned on the application form.

If not, please do recommend a point of contact who will be responsible to do the scheduled meeting with the buyers.

Company Name:			
Address:			
Contact Person:		Designation:	
Email:		Mobile:	

## 1. What are your main expected visitor target industries for your trade fair presentation?

- |                                                        |                                                |                                                                 |
|--------------------------------------------------------|------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Contractors                   | <input type="checkbox"/> Developers / Builders | <input type="checkbox"/> Government / Public Sector Undertaking |
| <input type="checkbox"/> Mining Companies              | <input type="checkbox"/> Financial Companies   | <input type="checkbox"/> Manufacturers                          |
| <input type="checkbox"/> Rental Companies              | <input type="checkbox"/> Channel Partners      | <input type="checkbox"/> Associations                           |
| <input type="checkbox"/> Others (Please Specify) _____ |                                                |                                                                 |

## 2. What are your expected visitor target sub-industries for your trade-fair presentation? (Ranked by importance)

(Example: Manufacturers: Cement/ Equipment/ Component, Government: PWD/ NHAI, Consultants etc):

1.	4.
2.	5.
3.	6.

## 3. Which are your targeted designations & departments? (Ranked by importance)

(Example: Supply Chain, Purchase, Procurement, Decision Maker. etc)

1.	4.
2.	5.
3.	6.

## 4. Please list up to 10 companies / professionals you would like to connect with onsite during the exhibition (Ranked by importance)

1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

## 5. New products / innovations to be showcased at bauma CONEXPO INDIA 2020

1.	4.
2.	5.
3.	6.

## 6. Are you interested to be a dealer / distributor / sales agent and meet manufacturers?

- YES  NO

# DEMO Area - Application Form

(Attachment to bauma CONEXPO INDIA 2020 application form)

**Deadline: 31st AUGUST 2020**

<b>Please return form to:</b> <b>MESSE MÜNCHEN GMBH</b> <b>Messegelände, 81823 München, Germany</b> <b>Contact Person: Ms Kim Kumer</b> Tel. +49 89 949-20256, Fax +49 89 949 97-20256 Email : <a href="mailto:info@bcindia.com">info@bcindia.com</a> Website : <a href="http://www.bcindia.com">www.bcindia.com</a>	Company:	
	Address:	
	Tel:	Fax:
	Email:	
	Authorised by:	
	Signature:	Date:
	Hall / Booth No.: (if Known Already)	

This form should be completed and returned by all exhibitors who require a demo slot for their equipment and machines demonstrating in the demo area. The use of the demo area will be free of charge for exhibitors.

Type of machine / equipment	Type of demonstration	Duration	Comments (any special requirement)

**Mark preferable time slots:**

→ Please note: Final allocation of time slots will be done by the organizer!

	10:30 - 11:10	11:10 - 11:50	11:50 - 12:30	12:30 - 13:10	14:00 - 14:40	14:40 - 15:20	15:20 - 16:00	16:00 - 16:40	16:40 - 17:20
<b>Tuesday, Nov 03 rd</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Wednesday, Nov 04 th</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Thursday, Nov 05th</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Friday, Nov 06 th</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

Once we have received the requirements of all the equipment and machines involved we will work on a logistics schedule and start allocating time slots to exhibitors. This will be done on a first come first served basis within the relevant product categories.

**Note:**

The Exhibitor has to send all requirements in advance to the organizer.

**The following information should be included:**

- What will be demonstrated? (description of product, technical specifications, photos, etc.)
- How it will be demonstrated? (description of demonstration, duration, frequency, etc.)
- What adverse effects are expected as a result of the demonstration? (loud noise, vibrations, dust formation, etc.)
- Soil is provided in the demo area. Further materials if need for the demo should be requested with the organizer before the first day of exhibition.
- All machines that will be shown in the demo area need to arrive at the Holding Area in advance.
- After the demonstration the machines should be park in the demonstration parking area.
- **Exhibitors are not allowed to move machines from their booth to the Demo area during the show days!**
- All the demo vehicles need to be parked in the holding area until their next demonstration.
- **Max. (!) 20-minute demonstration slot will be allocated with 10 minutes for preparation and 10 minutes to clear → in total 40 minutes per demo!** (This will be taken on a case by case basis; less demo time can be arranged but no longer than 20 minutes and in total 40 minutes.)
- Exhibitors are allowed to provide the visitors with additional information material like product handouts only during their demonstration slot and only from the demo area.
- Exhibitors are welcome to set up their stand-up display during their demonstration, within the demo area.
- Partnership opportunities are available in this area - refer to our bCI 2020 Partnership Opportunities Order Form.

## Title of the fair

bauma CONEXPO INDIA 2020

International Trade Fair for Construction Machinery, Building Material Machines, Mining Machines and Construction Vehicles

Venue: Gurgaon / New Delhi, India

Duration: Tuesday, 3rd to Friday, 6th November 2020

## Contact for European Pavilion Organizer:

Messe München GmbH (MMG), Messegelände 81823 München, Germany

Phone: +49 89 949-20256, Fax +49 89 949 97-20256 Email: info@bcindia.com; [www.bcindia.com](http://www.bcindia.com)

## Contact for European Pavilion Exhibitors:

Messe München GmbH (MMG), Messegelände 81823 München, Germany

Ms. Lisa Schenk

Phone: +49 89 949-20253, Fax +49 89 949 97-20253 Email: lisa.schenk@messe-muenchen.de

## Contact and Organizer:

bC Expo India Private Limited (the "Company").

"Unit No. 762/862, Solitaire Corporate Park Building No. 7, 6th Floor 167, Guru Hargovindji Marg, Andheri (East),

Mumbai – 400 093.", India

## Terms of participation – ("Contract" or "Terms of Participation")

### 1 Application

All potential exhibitors ("Applicants" or "Exhibitors") intending to take part in the event shall do so by fully completing and signing the application form, with a valid, legally binding signature, and shall submit the same to the following addresses, depending upon their place of business:

Applicants having their principal place of business within Europe shall submit their application form to Messe München GmbH ("MMG"), having its office at Messegelände, 81823 München, Germany, latest by **31. August 2020**.

**MMG is entitled and authorized by the Company to act. The invoicing would be done by the company and will be sent to MMG, who in turn will send the same to the Exhibitor.**

### All the Invoicing and Payment will be done as per Company Terms and Conditions.

In the application form, Applicants must express to the respective contracting partner their serious interest in taking part in the event as Exhibitors. All exhibits must be described precisely on the application form. Co-Exhibitors (as defined below in Clause 3 below) must be named on the application form for Co-Exhibitors. The same particulars as required for the Exhibitors must be specified for the Co-Exhibitors. The Company reserves its right to not accept any incomplete applications and forfeit the Initial Participation Fee (as defined under 4 below). If any application is submitted, which at a later date is found to be incomplete in any respect by the Company, then the Company reserves its right to not accept such an application and forfeit the Initial Participation Fee.

### 2 Permitted exhibits and exhibitors

Co-Exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the application form.

General importers and authorized specialist dealers shall only exhibit machines and plants whose manufacturers are not represented at **bauma CONEXPO INDIA 2020**. All exhibits must correspond to the relevant range of exhibits for this trade fair and be designated by name and category on the Application form. Articles other than those permitted and registered, as well as used, hired or leased machinery, shall NOT be exhibited. The Company shall have the final decision and shall have the right to remove any exhibits not complying with the aforementioned criteria at the Exhibitor's risk and expense.

An exception can be made in the case of objects which are not part of the Exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes). However, it is expressly agreed that this discretion lies exclusively with the Company. The Company may exclude specific exhibition objects from the admission and link the admission with conditions. The technical guidelines and the instructions of the management team of **bauma CONEXPO INDIA 2020 ("Trade Fair Management")** will be provided to the Exhibitors at a later date. Upon submission of the application form, the Applicants agree to be bound by the Terms of Participation, technical guidelines and the instructions of the Trade Fair Management as issued by the Company from time to time.

### 3 Co-Exhibitors and additionally represented companies (see also Clauses 1, 2)

Permission for Co-Exhibitors must be requested in writing in the application form. The registration fee is free of charge for each Co-Exhibitor admitted. A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of an Exhibitor and shall include group companies and subsidiaries. ("Co-Exhibitor") Agents and representatives shall not be admitted as Co-Exhibitors ("Additionally Represented Company").

In the case of an Exhibitor an Additionally Represented Company would also include a manufacturer and such other company whose goods or services are offered by the Exhibitor. If an Exhibitor who is a distributor wants to display not only the products of one manufacturer but also goods and services of other companies, then such other companies are Additionally Represented Companies.

Additionally Represented Companies are not allowed on the stand of the concerned Exhibitor.

Admission of the Exhibitor does not mean that a Contract exists between the Company and the Co-Exhibitors or other companies he represents. Co-Exhibitors are admitted against payment. The Exhibitor shall be liable to the Company for any, direct or indirect, loss, damages or expenses of any nature incurred by the Company due to any act or commissions of their respective Co-Exhibitors.

The Exhibitor must make all payments to the Company on behalf of its Co-Exhibitor. The amount can also be invoiced subsequently by the Company.

The Exhibitor shall be responsible for ensuring that their Co-Exhibitors and other companies they represent comply with the Terms of Participation, the technical guidelines and the instructions of the Trade Fair Management. The Exhibitors are liable to the Company for the debts and negligence of their Co-Exhibitors as if they were their own. If Co-Exhibitors make direct use of services provided by the Company, the Exhibitors shall be responsible for making payments to the Company in relation to all such services and the Company entitled to invoice the Exhibitors for these services.

The Exhibitors are jointly and severally liable to the Company for all acts or omissions of themselves or their respective Co-Exhibitor. The Exhibitors shall not move, exchange or share their stand, nor surrender it either in part or in whole to third parties, without the Company's prior written consent.

### 4 European Pavilion exhibitor: Participation fees, lien

(A) All prices indicated below are gross. Tax is non-reclaimable.

The prices per m<sup>2</sup> of floor space are:

Booth size options (min. 9 sqm)			
Type of booth*	Row stand	Corner stand	End stand (min. 18sqm)
Price in EUR incl. VAT/ sqm	297,-	299,-	301,-

Possible sizes: (min. stand size 9 sqm, max. stand size 21 sqm; end stand only 18 or 21 sqm available)

9 sqm

12 sqm

15 sqm

18 sqm

21 sqm

(B) Each square meter or part thereof will be included in full in the calculation, the floor space always being considered rectangular, without taking into account projections, supports and service connections.

### (C) Security Deposit

The Exhibitors shall pay a security deposit amounting to higher of 10% of the booth rental fee or EUR 7,000 to the Company at the time of execution of this contract. Further details about payment will be made available in the Exhibitor manual at a later stage.

(D) The total participation fee covers both, the rental cost of the stand space as well as the comprehensive range of services provided by the Company, including above all stand planning advice, stand design advice with particular regard to local technical specifics and requirements requiring compliance, stand set-up and dismantling advice, planning public relations work, visitor marketing and visitor promotion for the given trade fair, preparation and execution of fair-specific opening events, press conferences organized by the Company preparation and execution of forums and special shows organized by the Company, or third parties by order of the Company, the mandatory entry in the catalogue and web-based index of Exhibitors (see Clause 17- Catalogue, internet, visitor information), supply of exhibitor badge entitlement as set out under Clause 18- Exhibitors' and workers' passes, supply of advertising materials, lighting and air-conditioning of the exhibition premises, provision of basic security services for event venue, regular cleaning of areas frequented by participants and visitors and traffic guidance assistance for the journey to the event venue and within the grounds of the event venue **The Applicants shall be invoiced for 40% of the projected total participation fee ("Initial Participation Fee") shortly after their application.** This first payment will be refunded if the Applicants are not admitted to the trade fair, but will be forfeited if the Applicants terminate this contract except in accordance with the provisions of these Terms of Participation. The Exhibitors shall receive an invoice for the remainder of the total participation fee after stand assignment ("**Remaining Participation Fees**"). Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Payment of the total participation fee ("Initial Participation Fee + Remaining Participation Fee") as well as payment for admitting Co-Exhibitors is a prerequisite for occupation of the exhibition area.

If Exhibitors have ordered services offered by the Company, then the Company shall be entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the Exhibitors have fulfilled their financial obligations to the Company. This applies in particular to obligations arising from previous events. The Company reserves its right to enforce the lessor's lien, as permitted by law, in order to secure its claims arising from the rental. The Exhibitors must inform the Company at any time about the ownership of articles, which are exhibited or to be exhibited. If Exhibitors do not meet their financial obligations, the Company can detain the exhibits and stand fittings and, at the Exhibitors' expense sell them at public auction or privately and retain the proceeds of the sale to the extent of the costs incurred by the Company, including any damages claimed by the Company and return the remaining amount, if any to the Exhibitors. The Company shall not be liable for any damage to the exhibits and stand fittings detained under this clause. Upon special application by the Exhibitors, the total participation fee and/or the payment for the admittance of Co-Exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or promise to pay the amount owed to the Company, and the Company must declare its agreement with such third party. Should the Exhibitors wish to have an invoice rewritten because the name, legal form or address of the recipient of the invoice has changed, the Exhibitors are obliged to pay the Company a sum amounting to EUR 50,00 plus tax for each change of invoice. The Exhibitors shall be responsible for failure of third party to make the payments to the Company in accordance with the provisions of this agreement.

### 5 Terms of payment (see also Clause 4)

The deadlines for payment given in the invoices must be strictly observed. The Exhibitors acknowledge that time is the essence of the contract. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalogue, and provision of workers' and Exhibitors' passes. The Exhibitors will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts in all the Company invoices, which are connected with the event, are to be paid in EUR unless otherwise specified by the Company, without deductions and free of all charges (e.g. bank charges occurring when transferring via bank account have to be paid by the Applicant), by credit transfer to the account specified in the invoices, mentioning the Exhibitor's company name and invoice number.

### 6 Rental contract

The application of the Exhibitors represent the contractual offer. The admission or rejection will be confirmed to the Exhibitors in writing in due time by the Company. The Exhibitors acknowledge that the Company shall have a right to reject the application form without assigning any reason whatsoever. Admission cannot be transferred. The rental contract comes into force when the Company has notified the Exhibitors in writing that they are admitted as the Exhibitors. This generally occurs when layout planning has been completed. According to this contract, the Company shall be authorized to assign a stand area to the Exhibitors, which might deviate from the information in the application unless these deviations are unacceptable for the Exhibitors. A deviation shall be deemed to be accepted if the Company does not receive the Exhibitor's rejection of the assignment of the stand area within ten days of assignment.

If the stand area is unacceptable to the Exhibitors and they consequently reject the stand area before the above mentioned deadline, the Exhibitors can request that the Company assign them an acceptable stand area. If the Company does not comply with the request within an appropriate time period, the Exhibitors can withdraw from the Contract. On termination of the Contract, the Exhibitors shall not have any further rights under this Contract.

The allocation of the other stands, in particular of neighboring stands, may change by the time the trade fair opens. The Company is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations.

Exhibitors cannot make claims against the Company because of such changes. The Company may also subsequently, i.e. after the rental contract and the stand assignment have come into force, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the Exhibitors, necessary for reasons of safety or public order, or because the trade fair is oversubscribed and further Exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the trade fair are used more efficiently. In the event such subsequent changes result in a lower total participation fee, the difference in amount will be refunded to the Exhibitors ("**Differential Amount**"). No claims shall lie against the Company, except for such Differential Amount, if any. In case the allocated space to the Exhibitors deviates from the applied space, the invoiced amount will correspond to the allocated space and not the price per sqm which was applied for. If the Exhibitors cannot use their stand space or are impaired in the use of their stand because they have infringed legal or official regulations or the term of Contract or the technical guidelines, they are nevertheless obliged to pay the total participation fee and to pay the Company compensation for all damage caused by themselves, their legal representatives or employees; the Exhibitors shall have no right to terminate the Contract unless such a right has been expressly provided under applicable laws.

The Exhibitors' reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission. Space will be allocated according to the requirements of the Company and the prevailing conditions and in accordance with the classification system for the trade fair as applied by the Company at its own discretion, and not according to the order in which Application forms are received. Exhibitors have a right to participate in **bauma CONEXPO INDIA 2020** unless such a right has been prohibited under the applicable law. Exhibitors who have not fulfilled their financial obligations to the Company, as contemplated herein, or have infringed the regulations governing the use of the event grounds, or the Terms of Participation, the technical guidelines or instructions of the Trade Fair Management, may be excluded from admission. The Company is entitled to withdraw from the Contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements or contrary to warranty by the Exhibitor, or if, at a later date the Exhibitors no longer fulfill the conditions for admission and the Company reserves its right to forfeit the Initial Participation Fee in such circumstances.

### 7 Cancellation of contract

If the location, type, dimensions or size of the exhibition area rented by the Exhibitors are subsequently changed so much that the Exhibitors can no longer be reasonably expected to accept the exhibition area, the Exhibitors are entitled to terminate the **Contract within 10 days of receiving written notification by the Company and monies paid by the Exhibitors shall be refunded to them.** In any other case, the Exhibitors have no right to terminate the Contract. If the Exhibitors state that they are withdrawing from the Contract, –then they shall have deemed to have renounced once and for all, their intention to take part in the trade fair. In such event, the Company is entitled to re-let the stand area or use it itself without being obliged to do so.

If the Exhibitors have not terminate the Contract pursuant to the foregoing provision, the Exhibitors are obliged to pay the entire Participation Fee in addition to the Initial Participation Fee already paid by the Exhibitor to the Company in the event of any other cancellation.

In addition, the Exhibitors acknowledge that the Initial Participation Fee paid by them shall be adjusted towards expenses incurred by the Company in the event the Exhibitors terminate the Contract and cancel their participation in the trade fair without being entitled to do so. Without prejudice to any other rights that the Company may have under law or under this Contract, the Company shall at all times have, in addition to the right to claim the Initial Participation Fee, a right for further damages from the Exhibitors for any losses or expenses suffered by the Exhibitors due to the termination of the Contract by the Exhibitors or termination of Contract by the Company as stipulated herein below. The Company is entitled to terminate the Contract if

(a)The Exhibitors fail to meet their financial obligations including but not limited to the payment of the Initial Participation Fee, towards the Company on time or in the manner contemplated herein, or if the Company has extended the deadline for any payment by the Exhibitors by 5 days and this deadline for payment has not been met;

(b)The Exhibitors neglect or commit a breach of their duty or obligations arising from this Contract; and

(c)The Company, in its sole discretion, decides to terminate the Contract to protect its rights and

interests under this Contract and the Company can no longer reasonably be expected to adhere to the Contract.

In such events the Company shall in addition to termination of the Contract also be entitled to demand from the Exhibitors



the Remaining Participation Fee in addition to the Initial Participation Fee as flat-rate compensation. A compensation shall be charged when the exhibitor withdraws from the contract as below

**Until 13<sup>th</sup> September – 40% of the participation fee.**  
**Between 14<sup>th</sup> September to 10<sup>th</sup> October 2020 – 70% of the participation fee.**  
**After 10<sup>th</sup> October 2020 onwards – 100% of the participation fee.**

**8 Force majeure, cancellation of the event**

If the Company is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply, strikes, lock-outs, situations of war, terror attacks, breakdown of law & order, fire, earthquakes, flooding, inclement weather events etc.), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the trade fair, the Exhibitors shall not thereby acquire the right to terminate the Contract, nor do they have any other claims against the Company, in particular claims for damages. If the Company cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for the Company to hold the event, the Company shall not be liable for damages/losses/expenses and disadvantages to Exhibitors arising from the cancellation of the event. In case the event is cancelled for the aforementioned reasons, the Company is entitled to retain any payments made prior to the date of Exhibition by the Exhibitors.

**9 Dates of setting up and dismantling / assembly, staffing and dismantling of stand**

The exact dates for set up and dismantling will be published at a later stage. The dates for assembly and dismantling must be observed. Stands not occupied by the last day of assembly may be disposed of as the Company sees fit. Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes. In the event of breach of this condition, the Company is entitled to demand a penalty of INR 50,000 (Indian Rupees Fifty Thousand Only). The Company is entitled to exclude from future trade fair any Exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the terms of Contract without prejudice to the Company's right to cancel the Contract in accordance with clause 7 or to a claim for all costs thereby incurred by the Company.

**10 Stand design and equipment**

**(a) In the halls**

**Height:** The maximum booth construction depends on the allocation of the booth within the hall. A specification will be made available at a later stage to all Exhibitors. Further technical details will be made available in the technical guidelines at a later stage.

**(b) Outdoor area**

**Height:** The maximum booth construction height is 8,00 meter. Construction of partially higher parts is subject to approval of the Company and depends on stand position and design and will only be granted in exceptional cases. A more detailed specification will be made available at a later stage to all Exhibitors. Further technical details will be made available in the technical guidelines at a later stage. All structures to be set-up in the outdoor area require the prior consent of the Company and permission from a governmental approved top level certified structural engineer or any other government approvals, if required. Multi-storey stand construction is permitted in the outdoor area with the approval of a governmental approved top level certified structural engineer, who is employed by the Exhibitor or recommended by the Trade Fair Management operation department or any other governmental approvals, if required.

**11 Safety measures**

During set-up and dismantling period in the exhibition area (hall and outdoor) wearing of a safety helmet is compulsory. It is necessary to wear safety helmets and safety belts and to carry out other safety measures against injuries that might be caused by falling objects in overhead work (height all of 2 meter). The entrance to the exhibition venue will not be permitted without safety helmets during set-up and dismantling days. The Company shall not be liable for any losses or damages incurred by the Exhibitors due to any noncompliance with this provision.

**12 Technical installations and other regulations**

Applications for electrical installation, water, drainage, and telecommunication connections can be considered only if submitted in due time on the order forms available from the Company. The precise terms of delivery and the connection fees are stated on these forms. All building structures on the trade fair grounds shall be executed in accordance with the legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads from cranes is prohibited for safety reasons.

**13 Restoration of the exhibition areas**

All exhibition areas must be handed over to the trade fair management operation department in their original condition by the stipulated date for completion of dismantling. At the end of the exhibition, Exhibitors must remove from the site all the materials especially the double-sided carpet tape used from their stands by the respective timings stated in the "operations schedule". The Company is entitled to charge the Exhibitors concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at the Exhibitors' cost. The paid security deposit will be forfeited by the Company until the Exhibitors have paid the respective charges.

**14 Use of equipment**

On the fairground only cranes, fork-lift trucks and working platforms may be used that have been provided by the Company or its service partners responsible. In special cases, the consent of the Trade Fair Management operation department is required.

**15 Transport of track-laying vehicles**

Only track-laying vehicles with smooth track plates that are also approved for public roadways may be driven on the roads of the trade fair grounds. The transport of track-laying vehicles into the exhibition halls is permitted only with the approval of the Company and as per Indian laws. The Exhibitors are fully responsible for any damage to road surfaces and hall floors.

**16 Sales regulations**

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchasers until after the trade fair closes. Sales are permitted only to wholesalers, retail or trade customers.

**17 Catalogue, internet, visitor information**

An official trade-fair catalogue, an internet database and visitor information will be compiled for the trade fair. All Exhibitors (including Co-Exhibitors and companies at joint stands) are included, with the name indicated in the application, in the alphabetical list of Exhibitors in these media. The minimum entry contains the Exhibitor's company name, hall and stand number and webpage in the alphabetical list of Exhibitors. Exhibitors (including Co-Exhibitors and companies at joint stands) will be offered other entries, e.g. in the product index, and other forms of presentation in these media on a separate order form. The forms will be sent to the Applicants in good time. The Company assumes no responsibility for the correctness and completeness of the catalogue, internet database and visitor information. The Exhibitors are solely responsible for the permissibility under any applicable law including but not limited to competition laws, laws pertaining to any advertisement placed in the trade fair catalogue, the internet database or the visitor information of the Company at the instigation of the advertiser. Should third parties assert claims against the Company on account of breach of any applicable law, the advertiser shall fully indemnify the Company, its respective affiliates and its respective directors, officers, representatives, employees and agents against all claims asserted, including all costs of any necessary defense in court on the part of the Company. The same applies to Exhibitor's entries actuated by Exhibitors in the trade fair catalogue, the internet database or the visitor information of the Company.

**18 Exhibitors' and workers' passes**

Exhibitors' passes are issued only after payment of the total participation fee, and the remuneration for the admission of any Co-Exhibitors. For the time in which the trade fair is held, each Exhibitor receives the following number of Exhibitors' passes free of charge:

Indoor Area				Outdoor Area			
Registered sqm	Passes	Registered sqm	Passes	Registered sqm	Passes	Registered sqm	Passes
9 to 17	5	55 to 100	30	50 to 250	10	> 1200	max 50
18 to 26	10	101 to 400	40	251 to 500	20		
27 to 54	20	> 400	max 50	501 to 1200	40		

The number of Exhibitors' passes is not increased for Co-Exhibitors. Additional Exhibitors' passes are obtainable from the Company and will be charged for. Exhibitors' passes are intended solely for stand personnel, and must not be passed on to unauthorized third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the trade fair centre without corresponding authorization from the Company. All Exhibitors' passes are numbered. Workers' passes for setting up and dismantling of stands are available in the numbers required and will be charged for. They can be purchased on site at the registration area during setting-up. These passes are valid only during the time of setting up and dismantling and do not authorize the holder to enter the trade fair centre during the event. Workers' passes must not be passed on to unauthorized third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the Exhibitor.

**19 Circular letters**

Once the stands have been allocated, Exhibitors will be informed by circular of further details concerning preparation and organization of the trade fair.

**20 Alterations**

The Company reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

**21 Complaints**

Complaints about any defects in the stand or exhibition area are to be made in writing to the Company immediately on occupying the exhibition area, and at the latest on the last day of stand assembly, so that the Company can remedy such defects. Later complaints shall not be considered and shall not give rise to claims against the Company.

**22 Representations and warranties**

The Applicants recognize and acknowledge that bauma CONEXPO INDIA 2020 sponsored and administered by the Company involve high costs, expenses and stakes. The Applicants further recognize and acknowledge that the Company has devoted significant time and resources towards bauma CONEXPO INDIA 2020 and the same requires conducive environment for making the same successful. The Applicants further represent, covenant and warrant to the Company as follows:

- (a) The Applicants have all necessary powers and authority under its constitutional documents and under all applicable laws to enter into this Contract and to participate in bauma CONEXPO INDIA 2020;
- (b) No consents or approvals are required by the Applicants for the purpose of entering into this Contract from any person and to participate in bauma CONEXPO INDIA 2020, and if any such consent or approval is required, such consents and approvals have been procured by the Applicants;
- (c) On the date of execution of this Contract, no event is subsisting which will constitute a breach of any of the terms and conditions of this Contract by the Applicants.

**23 Liability and insurance**

The Applicants and Exhibitors are liable for personal injury (damage arising from injury to life, body or health) caused by vehicles left on the trade fair grounds by Exhibitors, their employees or representatives. For their part, the Exhibitors are liable for any culpable damage to persons or property caused by them, their employees, representatives and Co-Exhibitors and their exhibition articles or exhibition installations and equipment. Each Exhibitor is obligated to take out suitable insurance with sufficient insurance coverage with an insurer and to pay the premiums incurred (including insurance tax) in good time. The Exhibitors and the Co-Exhibitors shall undertake and covenant to indemnify and keep the Company indemnified against all claims, demands, actions, suits, proceedings, losses, damages and incidental costs charges and expenses that the Company may suffer or incur or be occasioned to suffer or incur on account of any action or omission of the Exhibitors, their employees, representatives or Co-Exhibitors, or any misstatement, wrong declaration or false covenant made or given hereinabove by the Exhibitors, their employees, representatives or Co-Exhibitors or on account of any breach of the terms and conditions of this Contract or otherwise howsoever.

**24 Photography, filming, video recording, and sketching**

Only persons authorized by the Company and in possession of a valid pass issued by the Company may film, photograph, or make sketches or video recordings in the exhibition halls and the outdoor exhibition area. Under no circumstances may photographic or other images or recordings be made of other Exhibitors' stands. If this rule is infringed, the Company can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require the Company's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The Exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer. The Company is entitled to have photographs, drawings, films and video recordings made of events at the trade fair, of stands and exhibits, and to use them for advertising or general press publications.

**25 Catering, deliveries to stands**

Only companies approved for the event grounds may supply exhibition stands with food, beverages and/or flowers. Deliveries to exhibition stands are only permitted with restrictions. The Company is authorized to allow deliveries to stands only at certain times. Detailed information on the possibilities of catering at the booth will be given in the Exhibitor manual at a later stage but in due time before the trade fair starts.

**26 Intellectual property rights**

When participating in trade fairs organized by the Company, the Exhibitors warrant that its exhibits, packages and all related publicity materials found in the trade fair do not in any way whatsoever violate or infringe any third party's rights including trademarks, copyrights, designs, names and patents whether registered or otherwise. The Company is entitled but not obliged to set up an Intellectual Property Complaint Office ("IP Office") for each trade fair, whose purpose shall be to support Exhibitors in cases of infringement of their IP rights by other Exhibitors. The Company has the right to refuse participation of any Exhibitor found guilty of infringement of intellectual property rights at any future trade fairs. Without prejudice to the generality of Clause 23 above, the Exhibitors agree to indemnify and keep indemnified the Company from and against any action, liability, penalty, prosecution, cost charges, expenses, damages or claim of whatsoever nature arising from or resulting from the infringement or violation of the Intellectual Property Rights of any third party/other Exhibitor by the Exhibitor.

**27 Verbal agreements**

All verbal agreements, individual and special arrangements are valid only with the Company's written confirmation.

**28 Regulations for use**

Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors are not permitted to spend the night in the halls or on the outdoor area. Exhibitors must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which are unrelated to the event.

**29 Period of limitation, period of exclusion**

All the Exhibitor's claims against the Company arising from the stand rental, and all legal proceedings in connection therewith, lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls. Notwithstanding the provisions set out in Clause 21 above, any complaints about invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

**30 Place of performance, applicable law**

Mumbai shall be the place of performance, as also for all financial obligations. The Contract shall be governed exclusively by the laws of the Republic of India.

**31 Jurisdiction, arbitration agreement**

(a) The following applies to Exhibitors with their principal place of business within the Republic of India: The parties irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India in case of any litigation or other legal action or proceeding or any dispute, controversy, claim or disagreement of any kind whatsoever between or among the parties in connection with or arising out of this Contract or the breach, termination or invalidity thereof arising out of or relating to this Contract (hereinafter referred to as a "Dispute") and the parties irrevocably agree that all such Dispute must be brought and/or defended exclusively in the courts of Mumbai, India. This applies even in case of termination or withdrawal of any contractual relationship.

(b) The following applies to Exhibitors with their principal place of business outside the Republic of India: Any dispute, controversy, claim or disagreement of any kind whatsoever between or among the parties in connection with or arising out of this agreement or the breach, termination or invalidity thereof (hereinafter referred to as a "Dispute") shall be referred to and finally settled by arbitration under the Arbitration and Conciliation Act, 1996. All arbitration proceedings shall be conducted in the English language. The arbitration shall be conducted by a panel of 3 (three) arbitrators consisting of 1 (one) arbitrator appointed by the Company, 1 (one) arbitrator appointed by Exhibitor and the third arbitrator appointed by the aforesaid two appointed arbitrators. The seat of the arbitration shall be at Mumbai. The award rendered by the Arbitrators shall be in writing and shall set out the reasons for his decision. The award shall allocate or apportion the costs of the arbitration as the arbitrators deem fair. The parties agree that the arbitration award shall be final and binding on the parties. This applies even in case of termination or withdrawal of any contractual relationship. Subject to the provisions in relation to the arbitration as set out above, only the courts of Mumbai shall have exclusive jurisdiction.

**32 Notice**

Any notices under this Contract shall be in writing and shall be sufficiently communicated if delivered in person or by courier service, sent by facsimile (followed by the mailing of a hard copy by regular mail) or by registered mail, to the recipient at its address appearing above. Notices shall be deemed to have been received if delivered in person, on the same day; if sent by facsimile, 24 hours after transmission; or if sent by registered mail, five (5) days after deposit into the mail system.

**33 Data protection**

In compliance with data protection laws in India, the personal data of the Exhibitor is processed and used for fulfilling the business purposes of the Company in relation to this Contract and is shared with third parties in order to fulfill the purposes of the Contract. The Exhibitor hereby grants its consent to the Company to share such personal data with third parties for marketing purposes of related trade fairs and grants its consent to the Company to store such data for an indefinite period of time unless otherwise requested by the Exhibitor.

Illustration: Personal data of the Exhibitor shall be used by third parties for marketing purposes of related trade fairs by the associate companies of the Company.

**34 Severability clause**

Should the provisions set out in the Contract or technical guidelines be or become legally invalid or incomplete, the validity of the other provisions or the Contract concerned remains unaffected. In such a case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue in English.

**35 Authority**

The Exhibitor warrants that it has full power and capacity and authority to sign the application form.

**36 Legal compliance**

The Exhibitor warrants that it is in compliance with the Indian laws at the time of signing the application form and shall comply with Indian laws at all times while performing its activity while participating in an event. The Exhibitor is not restricted by any judgment, injunction, order, decree or award from signing the application form and performing activities under this event.

As of September 2019