Exhibitor application form (Asia)

Company

Street, P.O. Box

City, postal code

Country

Area code Telephone Fax

E-mail

Contact: Mr. Ms. Position

Manufacturer Dealer Importer Distributor Service company

Headquarter of the parent company (address, country):

Member of the following trade associations:

Under which country would you like to be included in the statistics:

BILLING ADDRESS (only if address differs from above)

Company

Address

City, postal code

Street, P.O. Box

Contact

Telephone

E-mail

We wish to participate and apply for:

☐ Special onsite price (for exhibitors of productronica India 2019 only)

 CONDITIONS: ONLY for exhibitors of productronica India 2019; only until 31st March, 2020

☐ Shell space* (minimum 12 m²) EUR 277/m² + applicable taxes

☐ Bare space (starting 24 m² only) EUR 242/m² + applicable taxes

Space request: _______ m²

☐ Standard price (for all exhibitors)

 CONDITIONS: for all exhibitors absent from productronica India 2019 (all year); for exhibitors of productronica India 2019 after 31st March, 2020

☐ Shell space* (minimum 12 m²) EUR 315/m² + applicable taxes

☐ Bare space (starting 24 m² only) EUR 278/m² + applicable taxes

Space request: _______ m²

Booth details (only if already discussed with the organizer):

Hall no. Booth no.

Important notes

- The onsite price is only applicable for the exhibitors of productronica India 2019, who submit their application for 2020 by 31st March 2020.
- The organizers cannot guarantee to comply with your demand. Space will be allocated depending on the availability.
- This application form is only valid in conjunction with a non-refundable down payment of 100% of the participation fee.
- In case of cancellation, a minimum of 50% of the participation fee is payable. Please refer to clause A5 of the ‘General terms of participation (A)’ for more details.

*Shell scheme packages:
Shell scheme packages are mandatory for space applications smaller than 24 square meters. There is a variety of shell scheme packages on offer. The order forms will be available in 2020.

Co-exhibitors:
A charge of EUR 252/INR 18,900 plus applicable taxes will be applicable for each co-exhibitor or additionally represented company. Please fill out the form “Application for registration of co-exhibitors or represented companies” attached (page 4).

The attached Special Terms of Participation (B), the General Terms of Participation (A) and the Technical Guidelines (Bengaluru) are recognized as legally binding in all parts. Please note the cancellation conditions under A5 of General Terms of Participation (A). Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of Messe Muenchen India in respect of the above trade fair.

Place: __________________ Date: _________________

Company stamp & signature:
Exhibitor application form (asia)
Index of products and services (1/2)

Important: mandatory attachment to the productronica India 2020 application form

We shall be presenting exhibits and/or services, which belong to the following product group(s) in the productronica India 2020 product index. This information is necessary for correct space allocations.

Main product groups/clusters:
If items from several main product groups are exhibited, please indicate where the emphasis lies:

<table>
<thead>
<tr>
<th>Product Group</th>
<th>Emphasis</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCB &amp; EMS</td>
<td></td>
</tr>
<tr>
<td>Cables &amp; Coils</td>
<td></td>
</tr>
</tbody>
</table>

Product index (1/2): (multiple responses possible)

<table>
<thead>
<tr>
<th>Semiconductor</th>
<th>PCB &amp; EMS</th>
<th>Cables &amp; Coils</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 1 Semiconductor production</td>
<td>□ 9 PCB and circuit-carrier manufacturing</td>
<td>□ 17 Production technologies for cables and connectors</td>
</tr>
<tr>
<td>□ 2 Production of displays, LEDs and discrete components</td>
<td>□ 10 Electronic Manufacturing Services (EMS)</td>
<td>□ 18 Coilwire production</td>
</tr>
<tr>
<td>□ 3 Photovoltaics production</td>
<td>□ 11 Component mount technology, pick &amp; place</td>
<td>□ 19 Production materials/equipment, environmental technology</td>
</tr>
<tr>
<td>SMT:</td>
<td>□ 12 Soldering and joining technology for PCBs</td>
<td>□ 20 Services</td>
</tr>
<tr>
<td>□ 4 Micronano production/MEMS</td>
<td>□ 13 Test and measurement, quality assurance</td>
<td>□ 21 IT to Production, Industry 4.0</td>
</tr>
<tr>
<td>□ 5 Clean-room technology</td>
<td>□ 14 Production finishing</td>
<td>□ 22 Hybrid-component manufacturing</td>
</tr>
<tr>
<td>□ 6 Materials processing</td>
<td>□ 15 Production subsystems</td>
<td>□ 23 3D Printing, additive manufacturing</td>
</tr>
<tr>
<td>□ 7 Production technologies for batteries and electrical energy storage</td>
<td>□ 16 Production logistics and material-flow technology</td>
<td></td>
</tr>
<tr>
<td>□ 8 Organic and printed electronics</td>
<td>□ 17 Protection technologies for cables and connectors</td>
<td></td>
</tr>
</tbody>
</table>

Place: ______________________  Date: ______________________

Company stamp & signature:

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Productronica India 2020
Bangalore International Exhibition Centre
Bengaluru, India

Messe München GmbH
Messegelände
81823 Munich, Germany
Tel.: +49 89 949-205232
Fax: +49 89 949-20322
E-mail: info@productronica-india.com
URL: productronica-india.com
Which sectors do you supply?

- Automotive
- Aviation and aerospace
- Consumer electronics
- Electrical engineering
- Energy technology
- Home entertainment
- Industrial
- LED/lighting manufacturing
- Measuring, control and automation technology
- Mechanical engineering/apparatus production
- Medical
- Military and defense
- Office and data processing technology (OEM)
- Other manufacturing industry
- PCB (Printed Circuit Board) manufacturing
- Railway technology
- Semiconductor manufacturing
- Service sector
- Telecommunications
- Trade (specialized retail, retail, distribution)

Top 5—Target companies
Please indicate here, which companies you would like to connect with onsite:

Target department/s
Please indicate here, which is/are your target department/s (sourcing, design etc.):

We are also interested in...

- productronica, Munich, Germany (productronica.com)
- productronica China, Shanghai (productronica-china.com)

Place: ___________________  Date: ___________________
Co-exhibitor/additionally represented company
Application form (asia)
(to be filled in by the main exhibitor)

<table>
<thead>
<tr>
<th>MAIN EXHIBITOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAND NO. (if already known)</td>
</tr>
<tr>
<td>Mobile</td>
</tr>
</tbody>
</table>

We hereby authorize the company below as co-exhibitor at our stand at productronica India 2020. The company has all technical and commercial documents necessary for the information of visitors concerning the exhibits on displays. The exhibits correspond with the "Index of products and services" of productronica India 2020.

☐ CO-EXHIBITOR ☐ ADDITIONALLY REPRESENTED COMPANY

Company |
Street, P.O. Box |
City, postal code |
Country |
Area code Telephone Fax |
E-mail |
Contact: ☐ Mr. ☐ Ms. Position |
☐ Manufacturer ☐ Dealer ☐ Importer ☐ Distributor ☐ Service company |
Headquarter of the parent company (address, country): |
Under which country would you like to be included in the statistics: ☐ Headquarters ☐ Branch country: |

INDEX OF PRODUCTS AND SERVICES

☐ Semiconductor Cluster
☐ Semiconductor production
☐ Production of displays, LEDs and discretes
☐ Photovoltaics production
☐ Micronano production/MEMS
☐ Clean-room technology
☐ Materials processing
☐ Production technologies for batteries and electrical energy storage
☐ Organic and printed electronics

☐ PCB & EMS Cluster
☐ PCB and circuit-carrier manufacturing
☐ Electronic Manufacturing
☐ Services (EMS)

☐ SMT Cluster
☐ Component mount technology, pick & place
☐ Soldering and joining technology for PCBs

☐ Test and measurement, quality assurance
☐ Product finishing
☐ Production subsystems
☐ Production logistics and material-flow technology

☐ Cables & Coils Cluster
☐ Production technologies for cables and connectors
☐ Coilware production

☐ Overall Production Support/Future Markets Cluster
☐ Production materials/equipment, environmental technology
☐ Services
☐ IT to Production, Industry 4.0
☐ Hybrid-component manufacturing
☐ 3D Printing, additive manufacturing

The participation fee for each admitted co-exhibitor/additionally represented company is EUR 252/INR 18,900 + applicable taxes and will be charged to the main exhibitor. The fee covers administrative costs, the basic entry in the show directories and free exhibition badges.

Place: ___________________ Date: ___________________
Special Terms of Participation (B)

All prices indicated below are net and are subject to Indian taxes, which shall be borne by the applicant. Therefore, any further tax requirements in the exhibitor’s state of residence, these taxes shall be borne by the exhibitor as well.

B.1. Application (see A1)
Applications are to be made on the enclosed form, which should be returned to Messe Muenchen India at the earliest opportunity, filled in and signed with a legally binding signature. One copy is returned by the applicant.

B.2. Permitted exhibits and exhibitors (see A2)
All domestic and foreign manufacturers and their Indian subsidiaries, general importers and specialist dealers authorized by the manufacturers are admitted as exhibitors. General importers and authorized specialist dealers may only exhibit machines and plants whose manufacturers are not represented at Messe Muenchen India 2020. All exhibits must correspond to the relevant range of exhibits for this trade fair and be designated in the catalogue on the respective application forms. Articles other than those permitted and registered, as well as used or leased machinery, may not be exhibited. Messe Muenchen India reserves the final decision. Organizers of joint stands are not exhibitors as defined by the Special Terms of Participation.

B.3. Co-exhibitors and additionally represented companies (see A1/2/4)
Permission for co-exhibitors and additionally represented companies must be requested in writing. The required form is EUR 252.00 (VAT inclusive) for each co-exhibitor or additionally represented company admitted.

B.4. Participation fees (see A7)
The minimum stand dimensions are 4.0 x 4.0 meters. The participation fees per square meter of floor space in the hall are:
- Shell scheme: EUR 315 + applicable taxes
- Bare space (24 square meters and above): EUR 278 + applicable taxes

For space applications smaller than 24 m², shell scheme packages are mandatory. There is a variety of shell schemes on offer. Please see separate order form.

Upper-storey stand space will cost 50% of the price of the respective upper-storey built-up space.

Besides the rent of the stand area, the participation fees include extensive services provided by Messe Muenchen India, such as consultation and planning advice, publication work, organization and technical assistance.

B.5. Terms of payment (see A7)
The deadlines for payment given in the invoices must be observed. This application form is only valid when the applicant receives a written admission confirmation from the organizer, which signifies the conclusion of the rental contract. Each square meter or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like. The application shall be accompanied by the prescribed participation payment price shortly after receiving his written admission confirmation. This payment will be refunded if the applicant is not admitted to the trade fair, but will be forfeited if unilaterally the applicant withdraws or changes the delivery date or the designated exhibits are withdrawn or changed until the other payment deadlines are stated in the invoices. Payment of the participation price as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition halls. 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 applicant or the paying exhibitor for all administrative 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 Messe Muenchen India invoices, which are accompanied with the respective invoices, are to be paid in full net EUR, without deductions and free of all charges, by credit transfer to the account specified in the invoices, mentioning the exhibitor’s company name and invoice number. If any deductions or withholdings are required to be made under applicable law, the amount payable to Messe Muenchen India shall be grossed up such that the amount actually paid to Messe Muenchen India shall be no less than the amount of the invoice.

B.6. Dates of setting up and dismantling (see A14)
- Set-up days: September 20–22, 2020 from 11:00–20:00
- Show days: September 23–25, 2020 from 10:00–18:00
- Dismantling must be completed by 23:59 on September 25, 2020

An extension is possible only in exceptional cases and entirely at the discretion of Messe Muenchen India. No permission for extension shall be deemed to have been provided unless it is written permission received from the Messe Muenchen India Department.

B.7. Stand design and equipment (see Technical Guidelines)
Stand height:
The maximum construction and advertising height for stand construction is five (5) meters. Stand sizes are as follows:
- In the context of promoting Messe Muenchen India as a communication and business trade show, exhibitors are requested to ensure an open stand design. Any stand constructions need to be submitted for on-site stand construction in the halls insulating, as they are built by the exhibitor. On request, Messe Muenchen India will check submitted stand construction plans (submitted in two copies) for exhibitors. No special approval will be issued.

All other stand constructions which are higher than three (3) meters (multi-storey stands, mobile stands, stands with bridges, stalls, cantilevered roofs, galleries, etc.) require explicit permission from the Messe Muenchen India. Two-story stand construction is permitted in the halls with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by Messe Muenchen India. Approval for the two-story stand construction shall be requested in writing, stating the height of the stand within the hall and the area it occupies. Stand drawings containing elevations and sectional views, cutaway views, static test report or static load calculation, specification of construction must be submitted in duplicate to Messe Muenchen India’s Operations Department for approval by the deadline specified, at the latest within (8) weeks before stands become available.

For two-story structure covering more than 30 square meters, exhibitors need to install sprinkler system on the ceilings of each story. The structures of the stand cannot hang on or be attached to the walls or the floor of the hall. It is also prohibited to install heating or cooling equipment in the hall. If the use of kit material is involved, same must be subject to the restrictions and conditions applicable, which may include the infringement of any of the conditions specified here. Messe Muenchen India is entitled to take action in accordance with the General Terms of Participation. Messe Muenchen India will not bear any liabilities for damages that could have been prevented or alleviated by an exhibitor’s own care.

Messe Muenchen India will receive, in good time, the order form for these walls and further stand walls (height 2.50 meters) with the Online Exhibitor Manual.

B.8. Other regulations

All building structures on the trade fair grounds shall be executed in accordance with the legal requirements concerning fire and building safety. Failing to comply with this rule, the exhibitor’s permission is at risk. Suspending advertising media or other loads (apart from flags) from canopies is prohibited for safety reasons.

B.9. Technical installations

Applications for electrical installation, water, drainage, and telecommunications can be considered only if submitted in due time on the order forms available from Messe Muenchen India. The precise terms of delivery and the connection fees are stated on these forms.

B.10. Restoration of the exhibition areas

All exhibition areas must be handed over to Messe Muenchen India’s Operations Department in the original condition on the last day of the show for the reconstruction of the exhibition stands. At the end of the exhibition, exhibitors must remove from the site all items, especially the double-sided carpet, tape used from their stands by the reconstruction. Messe Muenchen India reserves the right to charge exhibitors for the removal of all items.

Messe Muenchen India is entitled to charge the exhibitor concerned for the removal of exceptional waste (stand construction debris, crates/pallets, cartons, packing materials or waste) by a contract host at the exhibitor’s cost. Such cover shall be paid immediately to Messe Muenchen India by the exhibitor upon receipt of the charges from Messe Muenchen India’s Operations Department.

B.11. Use of equipment

Only cranes, fork lifts, and walking platforms may be used that have been provided by the Messe Muenchen India service partners responsible. In special cases, the consent of Messe Muenchen India’s Operations Department is required.

B.12. Transport of track-laying vehicles

Only track-laying vehicles with smooth track plates, that are also approved for public roads, may be driven on the race tracks in the trade fair grounds. The transport of track-laying vehicles into the exhibition halls is permitted only with the express approval of Messe Muenchen India’s Operations Department. The exhibitor is fully responsible for any damages caused to hard-surfaces and hall floors.

B.13. 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, retailers or trade customers.

B.14. Catalog, website, visitor information

An official trade fair catalog, an online database and visitor information will be compiled for the trade fair. All exhibitors (including co-exhibitors, companies at joint stands and additionally represented companies) 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 a data sheet for a graphical placement of exhibits. Exhibitors (including co-exhibitors and 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 applicants in good time. Messe Muenchen India assumes no responsibility for the correctness and completeness of information in the catalog, online database and the website. The exhibitor is solely responsible for the permissibility under law and particularly the law on competition of any advertising placement made by the exhibitor. The exhibitor shall be liable for full payment of the permissibility under law, and particularly the law on competition of any advertising placement made by the exhibitor. The exhibitor shall be liable for any damages incurred to halls, stands) or any other area.

B.15. Exhibitors’ and workers’ passes (see A13)
For the time in which the trade fair is held, each exhibitor receives the following number of exhibitors’ passes/free of charge:

<table>
<thead>
<tr>
<th>Space</th>
<th>Passes</th>
<th>Space</th>
<th>Passes</th>
</tr>
</thead>
<tbody>
<tr>
<td>12–17 m²</td>
<td>5</td>
<td>55–100 m²</td>
<td>30</td>
</tr>
<tr>
<td>18–26 m²</td>
<td>10</td>
<td>101–400 m²</td>
<td>40</td>
</tr>
<tr>
<td>27–54 m²</td>
<td>20</td>
<td>over 400 m²</td>
<td>maximum 50</td>
</tr>
</tbody>
</table>

The number of exhibitor’s passes is not increased for co-exhibitors or additionally represented organizations. Additional exhibitors’ passes are obtainable from the trade fair management. Exhibitors’ passes are intended solely for stand personnel and must not be passed on to third parties. Workers’ passes for setting up and dismantling of stands are available in the numbers required. These passes are valid only during the time of setting up and dismantling and do not authorize the holder to enter the trade fair center 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. Special permission is required.

B.16. Circular

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

B.17. Alterations

Messe Muenchen India reserves the right to make alterations and additions in matters affecting technical arrangements and safety.
A.1. Application
All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing the application form and submitting it to Messe Muenchen India. With the application, exhibitors express to Messe Muenchen India their serious intention of exhibiting at the event as exhibitor. The application and the exhibitors must be completed precisely on the application form. Co-exhibitors and additionally represented companies must be named on the application form. The same particulars must be specified as in the application forms. The applications cannot be changed.

A.2. Eligible exhibitors and exhibitors
The General Terms of Participation (A), the General Terms of Participation (B), as well as the Technical Guidelines (Bengaluru) are accepted as legally binding with submission of application documents. The application of the exhibitor represents the contractual offer. This offer is not to be confirmed to the exhibitor in writing in due time. Admission cannot be transferred.

The contract between Messe Muenchen India and the exhibitor is concluded with the admission. Upon confirmation of the contract, Messe Muenchen India is authorized by law to reserve a stand area to an exhibitor, which might deviate from the information in the application form until the contract has been confirmed and accepted for the exhibitor. A deviation from the stand area accepted if Messe Muenchen India does not receive the exhibitor’s rejection of the assignment of the stand area within one week. If an exhibitor rejects a stand area before the deadline and the assigned stand area is unacceptable for the exhibitor, the exhibitor can demand that Messe Muenchen India assign him an acceptable stand area. If Messe Muenchen India does not comply with the demand within an appropriate time period, the exhibitor can withdraw from the contract. The exhibitor does not have any more far-reaching rights. Exhibitors do not have a legal claim to admission unless such a claim results from the law. Exhibitors who have not fulfilled their financial obligations to Messe Muenchen India, e.g., in respect of previous events, or have infringed the regulations governing the use of the event grounds, or the terms of participation, may be excluded from admission. Messe Muenchen India is entitled to withdraw from the contract or to terminate the contractual relationship for whatever reason. If admission was based on incorrect or incomplete information, Messe Muenchen India reserves all rights under contract law. The exhibitor is not entitled to an assignment of the stand area if Messe Muenchen India cannot decide on the conditions for admission. Only declared and admitted articles shall be exhibited. Messe Muenchen India has the right to remove any other exhibits at the exhibitor’s risk and expense. Should Messe Muenchen India be unable to exhibit, Messe Muenchen India is entitled to assign the exhibit to other exhibitors or dispose of such objects at the exhibitor’s risk and expense. An exception is made in the case of objects which are required to be removed because they are not in accordance with the regulations (see demonstration purposes). Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission. Messe Muenchen India is authorized by law to reserve a stand area to an exhibitor, which might deviate from the information in the application unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if the organizer does not receive the exhibitor’s rejection of the assignment of the stand area within one week.

The allocation of the other stands, in particular of neighbouring stands, can change by the time the trade fair opens. Messe Muenchen India 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 Messe Muenchen India based on such changes.

Messe Muenchen India 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 exhibitor, insofar as this is necessary for the realization of safety and public order laws (e.g., because the stand is oversubscribed or 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). Subsequent changes to the space allocation can reasonably be expected to be accepted. Should such subsequent changes result in a lowering of the value of the leasehold in amount in excess of the rent due for the stand area, the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lowering of the value of the leasehold in amount in excess of the rent due for the stand area, the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lowering of the value of the leasehold in amount in excess of the rent due for the stand area, the exhibitor can reasonably be expected to accept.

A.4. Co-exhibitors and additionally represented companies
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). This definition includes group companies and branches of companies. If Messe Muenchen India notifies the main exhibitor that Messe Muenchen India or an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

A.5. Cancelling the contract
If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed so much that the exhibitor can no longer reasonably be expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by Messe Muenchen India or Messe Muenchen India. Otherwise, the exhibitor is entitled to withdraw from the contract. If the exhibitor states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, Messe Muenchen India is entitled to re-assign the stand area or use it itself without being obliged to do so, even if the exhibitor has no right to withdraw from the contract. If the exhibitor has stated that he is withdrawing from the contract, although he has no right to do so, the exhibitor is obliged to pay the participation fee. However, Messe Muenchen India must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the stand area. Additional more far-reaching rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay 50 % of the agreed participation fee as flat-rate compensation for expenses incurred by Messe Muenchen India because the exhibitor has withdrawn from the contract without being entitled to do so and has thus, contrary to his duty, cancelled his participation in the trade fair. Messe Muenchen India's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that Messe Muenchen India has sustained less damage.

Messe Muenchen India is entitled to withdraw or to terminate the contract if the exhibitor fails to meet his financial obligations to Messe Muenchen India on time, Messe Muenchen India has the right but the obligation to extend the deadline by five (5) days and this deadline for payment has not been met. Messe Muenchen India is also entitled to withdraw or to terminate the contract if the exhibitor neglects his duty arising from this contract to respect Messe Muenchen India’s obligations of legal protection and interests and Messe Muenchen India can no longer reasonably be expected to adhere to the contract or if the exhibitor fails to comply with rules and regulations as required for his performance of the contract under this document.

If in the aforementioned cases Messe Muenchen India is entitled not only to withdraw or to terminate the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation for expenses incurred by Messe Muenchen India because the exhibitor has withdrawn from the contract without being entitled to do so, and has thus, contrary to his duty, cancelled his participation in the trade fair, Messe Muenchen India's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that Messe Muenchen India has sustained less damage.

A4.2. Place of contract
The application and the contract are concluded in accordance with the law of the country in which the Messe Muenchen India company has its seats. The exhibitor must comply with all statutory regulations and maintain a sufficiently safe and orderly environment on the premises.

A5. Place of jurisdiction
Messe Muenchen India is entitled to bring proceedings in the district court at the seat of the Messe Muenchen India company. If the exhibitor acting as a legal person is seated outside of Germany, the district court of Messe Muenchen India is entitled to enforce a judgment on the exhibitor. If the exhibitor acting as a natural person or a company not seated in Germany, the district court of Messe Muenchen India is entitled to enforce a judgment on the exhibitor. If the exhibitor acting as a legal person is seated outside of Germany, the district court of Messe Muenchen India is entitled to enforce a judgment on the exhibitor.

A6. Claim rights
The exhibitor is entitled to the assertions it is entitled to against Messe Muenchen India. The exhibitor has the right to lodge a complaint with the authority involved. The exhibitor is not entitled to an infringement of its complaint.

As of November 2019

Complaints about any defects in the stand or exhibition area are to be made in writing to Messe Muenchen India immediately on occupying the exhibition area, and at the latest on the last day for exhibition purposes, respectively. Any later complaints cannot be considered and cannot give rise to claims against Messe Muenchen India.

Company stamp & signature:

Place : Date:
A9. Liability and insurance
Messe Muenchen India is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe Muenchen India, its legal representatives or employees are responsible. Messe Muenchen India is also liable for damage or loss caused by breach of cardinal duties by Messe Muenchen India or its legal representatives or employees. In these cases Messe Muenchen India is liable only for damages which deviate from normal and consequential damage and then only up to five (5) times the net participation fee, at most, INR 100,000 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or public bodies, legal persons under private law or special funds under public law, for the avoidance of doubt, it is clarified that Messe Muenchen India is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is material whether such damage or loss occurs before, during or after the trade fair.

The same applies to vehicles left on the trade fair grounds by exhibitors, their employees or representatives.

For its part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and exhibitors and their exhibition articles or exhibition installations and equipment. Each exhibitor is obligated to take out suitable insurance with sufficient insured cover against an insurer registered in the Republic of India and to pay the premiums incurred (including insurance tax) in good time.

A10. Photography, filming, video recording and sketching
Only persons authorized by Messe Muenchen India and in possession of a valid Messe Muenchen India photography permit are allowed to photograph or film exhibitions, stands or exhibitions. Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, including the hall electrician's wage. Messe Muenchen India 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 and promotional purposes.

A11. Catering, deliveries to stands
Only companies approved for the event grounds may supply exhibition stands with food, beverages, goods, etc. Provision of oversized exhibition stands are only permitted under restrictions. Messe Muenchen India is authorized to allow deliveries to stands only at certain times.

A12. Intellectual property rights
Messe Muenchen India expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, Messe Muenchen India 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. Exhibitors' complaints must be filed within 60 working days after the conclusion of the event. The exhibition articles, stands, the exhibitor's printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. Messe Muenchen India is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against Messe Muenchen India, unless the latter is guilty of gross negligence or wrongful intent. Without Prejudice to the generality of clause A24, the exhibitor agrees to indemnify and keep indemnified Messe Muenchen India from and against all claims, liabilities, 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.

A13. Exhibitors' passes
For the time in which the trade fair is held, the exhibitor receives a number of free exhibitors' passes as specified in the Special Terms of Participation. Any additional exhibitors' passes requested are charged for. All exhibitors' passes are numbered and are not transferable. Exhibitors' passes must not be given away, sold 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 center without corresponding authorization from the exhibitor. Exhibitors' passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors.

A14. Assembly, staffing and dismantling of stands
The dates for assembly and dismantling, specified in the Special Terms of Participation B, must be observed. Stands not occupied by the last day for assembly may be disposed of as Messe Muenchen India sees fit. Exhibitors admitted to the fair are entitled 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. If they break this rule, Messe Muenchen India is entitled to demand a penalty of EUR 500/INR 28,000.

Messe Muenchen India is entitled to exclude from future trade fairs any exhibitor whose stands are 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 Participation, without prejudice to Messe Muenchen India’s right to cancel the contract in accordance with section A5 or to a claim for all costs thereby incurred by Messe Muenchen India.

A15. Verbal agreements
All verbal agreements, individual and special arrangements are valid only with Messe Muenchen India's written confirmation.

A16. Jurisdiction
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 open-air grounds. Exhibitors are prohibited from participating in the event into consideration, not contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event.

A17. Period of limitation, period of exclusion
All the exhibitor's claims against Messe Muenchen India arising from the stand rental and all legal proceedings in connection therewith lapse after a period of six months, unless permitted by applicable laws. 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 A5, any claims against invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

Bengaluru shall be the place of performance and also for all financial obligations. Only the law of the Republic of India shall apply. This applies even in case of termination or withdrawal of the contractual relationship.

A19. Jurisdiction, arbitration agreement
The following shall apply where the exhibitor is incorporated in the Republic of India:
In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then the parties submit to the exclusive jurisdiction of courts and tribunals of competent jurisdiction in Mumbai.

The following shall apply where the exhibitor is incorporated or 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. The arbitration shall be conducted in Mumbai in accordance with the Rules of Arbitration of the Indian Council “IMC” (the “rules”), which, as modified from time to time, are deemed to be incorporated by reference into this section (provided that, in the event of any conflict between the rules and the provisions of this clause, the latter shall prevail).

All arbitration proceedings shall be conducted in the English language. The arbitration shall be conducted by a panel of three (3) arbitrators consisting of one (1) arbitrator appointed by Messe Muenchen India, one (1) arbitrator appointed by the exhibitor and the third arbitrator appointed by the Indian National Arbitration Centre. The seat of the arbitration shall be Mumbai. The award rendered by the arbitrators shall be in writing and shall not make such a decision on the basis of the principle of natural justice. The arbitrators shall set out the reasons for their decision. The award shall allocate or apportion the costs of the arbitration as the arbitrators deem fit. 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.

In India, subject to the provisions of arbitration above, (A) with respect to any challenge, and (B) the arbitration ("Proceedings"), and (B) for the purpose of enforcement of the arbitral award: the courts and tribunals of competent jurisdiction at Mumbai shall have exclusive jurisdiction.

A20. Data protection
In compliance with data protection legislation, the person-related data of the exhibitor is processed and used for fulfilling the business purposes of Messe Muenchen India and shared with third parties in order to fulfill the purposes of the contract. Personal data of the exhibitor shall be used by third parties for marketing purposes of related trade fairs by the associate companies of Messe Muenchen India.

A21. Severability clause
Should the provisions set out in the Terms of Participation 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.

A22. Authority
The exhibitor warrants that it has full power and capacity and authority to sign the application form.

A23. 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 judgement, injunction, order, decree or award from signing the application form and performing activities under this contract.

A24. Indemnification
The exhibitor agrees to indemnify and keep indemnified Messe Muenchen India, its representatives, agents and employees and against any action, liability, penalty, prosecution, notices, fine, investigation, cost, charges, expenses, damages or claim of whatsoever nature arising out of or resulting from any act attributable to the exhibitor, co-exhibitor, its employees and agents, involving (a) any loss, damage, destruction or injury to any property whatsoever real or personal of Messe Muenchen India, its employees and agents; (b) any breach of the covenants herein contained or wrongful representations and warrants made by exhibitor, co-exhibitor, its employees and agents in any willful misconduct or gross negligence in performing its obligations under this agreement.

As of November 2019

Place : 
Date :

Company stamp & signature: