Exhibitor application form (national)

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 (multiple entries possible)

Headquarter of the parent company (address, country):

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

☐ Headquarter ☐Branch country:

BILLING ADDRESS (only if address differs from above)

Company

Address

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) INR 11,350/m² + applicable taxes

☐ Bare space (starting 24 m² only) INR 13,020/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) INR 14,500/m² + applicable taxes

☐ Bare space (starting 24 m² only) INR 14,800/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 availabilities.
- This application form is only valid in conjunction with a non refundable down payment of minimum 30% 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 (national)
Index of products and services (1/2)

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>Semiconductor</td>
<td></td>
</tr>
<tr>
<td>PCB &amp; EMS</td>
<td></td>
</tr>
<tr>
<td>Cables &amp; Coils</td>
<td></td>
</tr>
<tr>
<td>SMT</td>
<td></td>
</tr>
<tr>
<td>Overall Production Support/Future Markets</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Product Group</th>
<th>Emphasis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Semiconductor</td>
<td></td>
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<tr>
<td>SMT</td>
<td></td>
</tr>
<tr>
<td>Overall Production Support/Future Markets</td>
<td></td>
</tr>
</tbody>
</table>

Place: ___________________ Date: ___________

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

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

<table>
<thead>
<tr>
<th>17</th>
<th>Cables &amp; Coils</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.1</td>
<td>Cable and wire processing</td>
</tr>
<tr>
<td>17.2</td>
<td>Tools for wiring</td>
</tr>
<tr>
<td>17.3</td>
<td>Cable-processing equipment</td>
</tr>
<tr>
<td>17.4</td>
<td>Others</td>
</tr>
<tr>
<td>17.5</td>
<td>Cable-protection devices</td>
</tr>
<tr>
<td>17.6</td>
<td>Processing equipment for cable-protection devices</td>
</tr>
<tr>
<td>17.7</td>
<td>Technology for detachable connections, connectors</td>
</tr>
<tr>
<td>18</td>
<td>Coilware production</td>
</tr>
<tr>
<td>18.1</td>
<td>Materials for coilware</td>
</tr>
<tr>
<td>18.2</td>
<td>Production equipment for coilware</td>
</tr>
<tr>
<td>18.3</td>
<td>Applications for coilware</td>
</tr>
</tbody>
</table>

| 19 | Production materials/equipment and environmental technology |
| 19.1 | Preliminary products and semi-finished goods, metallic |
| 19.2 | Preliminary products and semi-finished goods, non-metallic |
| 19.3 | Process materials |
| 19.4 | Plant equipment |
| 19.5 | Decontamination, cleaning, disposal (environmental management) |
| 19.6 | Recirculation systems, supply, recycling |

| 20 | Services |
| 20.1 | Information provision |
| 20.2 | Production services except EMS |
| 20.3 | Used machines, systems, plants |
| 20.4 | Brainware and sales |
| 20.5 | Other services |

| 21 | IT to Production, Industry 4.0 |
| 21.1 | Sensor- and actuator networks, Cyber Physical Systems |
| 21.2 | Software: basic systems and development tools |
| 21.3 | Machine software |
| 21.4 | Manufacturing software |
| 21.5 | Business software |
| 21.6 | Software services |
| 21.7 | Application specific software |

| 22 | Hybrid-component manufacturing |
| 22.1 | Tooling and mouldmaking |
| 22.2 | Tools, tool equipment |
| 22.3 | Assembly and handling technology, periphery |
| 22.4 | Stamping |
| 22.5 | Shaping |
| 22.6 | Surface-finishing equipment, refinement |
| 22.7 | Injection molding for plastics |
| 22.8 | Metal/plastic composite technologies |
| 22.9 | Process and quality control/automation |

| 23 | 3D Printing, additive manufacturing |
| 23.1 | Production equipment and process technology |
| 23.2 | Sub systems and machine components |
| 23.3 | Materials |

**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: ________________**

**Company stamp & signature:**
Co-exhibitor/additionally represented company
Application form (national)
(to be filled in by the main exhibitor)

**MAIN EXHIBITOR**

<table>
<thead>
<tr>
<th>STAND NO. (if already known)</th>
<th>COMPANY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mobile</th>
<th>E-mail</th>
<th>Tel.</th>
</tr>
</thead>
</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

<table>
<thead>
<tr>
<th>Street, P.O. Box</th>
<th>City, postal code</th>
<th>Country</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Area code</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
</table>

E-mail

<table>
<thead>
<tr>
<th>Contact:</th>
<th>Mr.</th>
<th>Ms.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ Manufacturer ☐ Dealer ☐ Importer ☐ Distributor ☐ Service company (multiple entries possible)

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: ______________

Company stamp & signature:
Special Terms of Participation (8)

All prices indicated below are net and are subject to Indian taxes, which shall be borne by the exhibitor. Those are further be 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 to be sent by the applicant. All applications are to be made in one piece.

B. 2. Permitted exhibitors 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. Generally, exhibitors are allowed to exhibit machines and plants whose manufacturers are not represented at Messe Muenchen India.

All exhibits must correspond to the relevant range of exhibits for this trade fair and be designated as either “closed” or “open” on the application form. Articles other than those permit and registered, as well as used or leased machinery, may not be exhibited. Messe Muenchen India reserves the right to refuse any application for exhibits at its 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 registration fee is EUR 252/150 plus applicable taxes for each co-exhibitor or additionally represented company admitted.

B. 4. Participation fees (see A7)

The minimum standard space is 20 square meters. The participation fee per square meter of floor space in the hall are:
- Shellscheme: INR 14,500 + applicable taxes
- Bare space (24 square meters and above): INR 13,020 + 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.

Up-storer stand space will cost 50% of the price of the respective upper-storied built-up space.

Besides the rent of the stand area, the participation fee includes extensive services provided by Messe Muenchen India, such as consultation and planning advice, publicity 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 form is also deemed to include participation for all the stands in the exhibition. The participation price is thus determined 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 ultimately the applicant withdraws his application without the consent of the fair organizer. In addition, the exhibitor will be charged for the full exhibition time as a lump sum, if he fails to comply with the other payment deadlines 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 space. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalog, and provision of workers’ and exhibitors’ passes. The apartment or application form given to all administrative tasks (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 concerned with, are to be paid in INR/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, 26, 2020

An extension is possible only in exceptional cases and only at the discretion of Messe Muenchen India. No permission for extension shall be deemed to have been provided unless it is written to 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 design and equipment: In the context of Messe Muenchen India as a communication and business trade show exhibitors are requested to ensure an open stand design. Exhibits are entitled to structural changes in the exhibit space and stand design in this context. Stand designs can only be approved if the open sides of the booth have a uniformly open design. Erecting closed walls is permitted, provided they do not exceed more than 50% of the total length of the respective stand open side, and closed walls may be no more than six (6) meters in length. A closed length of wall measuring six (6) meters must be followed by an opening at least two (2) meters wide. Messe Muenchen India reserves the right to allow exceptions to this ruling in individual. Assuming that the Technical Guidelines are observed in designing and constructing a stand, the maximum permitted stand dimensions shall be as follows (in meters): the maximum dimensions permitted by Messe Muenchen India may vary from the flatness of the roof panel, 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 specific approval will be issued.

B. 8. Other regulations

All building structures on the fair trade grounds shall be executed in accordance with the legal requirements in force. Revolving trees, etc., must be secured according to regulations. 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 their original condition in the original state, any handing over of new data for the exhibition purposes will be valued at an array of dismantling. At the end of the exhibition, exhibitors must remove from the site all materials especially the double-sided carpet, tape used from their stands by the removal of all stands. Such costs shall be paid by the exhibitor immediately to Messe Muenchen India by the exhibitor upon receipt of the charges from Messe Muenchen India.

B. 11. Use of equipment

Only cranies, fork lift trucks and working 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 roads of 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 by such vehicles.

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 name, trade fair, hall and stand number and data for commercial purposes of exhibits. Exhibitors (including co-exhibitors 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 applicants in good time. Messe Muenchen India assumes no responsibility for the correctness and completeness of the catalog, online database or exhibitor’s profile. The exhibitor is solely responsible for the permissible use under law—and particularly the law on competition—of any advertising material placed in the catalog or online database or the visitor information of Messe Muenchen India at the instigation of the advertiser. Should third parties assert claims against Messe Muenchen India on account of the impermissibility of the advertisement under law in general or in particular, Messe Muenchen India fully safeguarded against all claims asserted including all costs of any necessary defense in court on the part of Messe Muenchen India. The same applies to other entries actualized on the trade fair catalog, the online database or the visitor information of Messe Muenchen India.

B. 15. Exhibitors’ and workers’ passes (see A13)

For the time in which the 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 requested. 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 holder of the pass. Exhibitors will receive, in good time, the order form for these walls and further stand walls (height 2.50 m) with the Online Exhibitor Manual.

B. 16. Circular

Once the stand has 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.

As of November 2019

Company stamp & signature:
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 applications, exhibitors express to Messe Muenchen India their serious intention to use or exhibit as exhibitors in the exhibition area, and which is to be assigned 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, otherwise the applications cannot be accepted.

A.2 Eligible exhibitors and exhibitors

The definition of an exhibitor (B), the General Terms of Participation (A); 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 will represent 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 notice. In this contract, Messe Muenchen India is authorized to assign a stand area to an exhibitor, which might deviate from the information in the application form until the assignment of the stand area is acceptable for the exhibitor. A deviation from the application form is acceptable 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 further 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 forthwith without notice if admission was based on incorrect or incompleteness of data. In this case, Messe Muenchen India reserves the right to withdraw from the contract. If admission is not withdrawn or is withdrawn due to missing 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. Hiring out booths to other exhibitors is not allowed. Messe Muenchen India is entitled to remove such objects at the exhibitor’s risk and expense. An exception is made in the case of objects which are not confirmed to be exhibited and for which no request was required for this purpose (demonstration purposes). Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission. Messe Muenchen India and/or other exhibitors may be assigned a stand area by Messe Muenchen India in accordance with the admission conditions. The exhibitor’s reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account if these are clearly and unambiguously specified in the application submitted. Such reservations will be allocated according to Messe Muenchen India’s requirements and the prevailing conditions, and take precedence over the classification system for the trade fair as applied by Messe Muenchen India at its own discretion, and not according to the order in which applications are received.

A.3 Contract

The application of the exhibitor represents the contractual offer. The admission or rejection will be notified in writing. An exhibitor is invited to indicate the objectors which cannot be exhibited.

The rental contract comes into force when the organizer has notified the exhibitor in writing that he is admitted. This generally occurs when the booth location has been confirmed by both exhibitor and organizer. The exhibitor is entitled to assign a stand area to his 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 exhibitor does not receive the exhibitor’s rejection of the assignment of the stand area within one week.

The use 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 claim for damages caused due to the exhibitor’s failure to exhibit, nor can such claims for damages be made against Messe Muenchen India.

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 change has been necessary because the space relevant for the fair has been 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 such cases, subsequent changes will not be expected to exceed the stand area assigned to the exhibitor. The exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower value or service in amount, the exhibitor will be refunded to the exhibitor. Further claims against Messe Muenchen India are excluded.

If 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 Terms of Participation A or B or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay Messe Muenchen India compensation for the entire amount of expenses caused by the infringement, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

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 wholly owned subsidiaries. Exhibitors can be independent, i.e. Messe Muenchen India is not representing another exhibitor. If a co-exhibitor 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. This means that a competition between Messe Muenchen India and the co-exhibitors or other companies he represents, Co-exhibitors are admitted against payment. This also applies to additionally represented companies if specified in the Special Terms of Participation B. The exhibitor must make the payment. The amount can also be invoiced subsequently by Messe Muenchen India. The co-exhibitor or additionally represented companies and other companies which the exhibitor represents comply with the Terms of Participation A and B, and the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and obligations of the co-exhibitor or additionally represented companies. Co-exhibitors also have their own obligations. If co-exhibitors make direct use of Messe Muenchen India services by submitting the required applications, Messe Muenchen India will lend the pledger as far as possible to the exhibitor to invoice the exhibitor for services. He is jointly and severally in third parties, without Messe Muenchen India’s prior written consent. This application procedure does not apply to organizers of joint stands. The event terms and conditions apply.

For the avoidance of doubt it is clarified that Messe München is merely acting as a collecting agent and is not deemed to be the agent of Messe Muenchen India. The purposes of this agreement including for the purposes of the Arbitration provisions at Clause A 19 below.

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 be reasonably 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 excluded from the statutory rights 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-lease 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 area. No further more-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 no obligation to extend the deadline by five (5) 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 statutory or contractual obligations. Messe Muenchen India reserves the right to claim damages, cancellation or default right in case of breach of contract.

As of November 2019

Place : ___________________

Date: ____________________

Company stamp & signature:

Terms of Participation (A) TECHNICAL GUIDELINES (Bengaluru)
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 any death arising from a 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 caused by the negligence or fault and not consequential damage and then only up to five (5) times the net participation fee, at most INR 100,000 per case. This limitation of liability applies only to entrepreneurs, legal persons under public law or specifically mentioned in the law. If the entrepreneurs are entitled under public law or special funds under public law, for the avoidance of doubt, it is clarified that the entrepreneur is under no circumstances liable for damage to or to loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial 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 this 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 insurance coverage with 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 (Messe Muenchen) makes a reservation for exhibition stands are only permitted with 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. Messe Muenchen India, by presentation of a court decision, that an exhibitor has infringed the intellectual property rights of another exhibitor with the articles on display, printed papers, advertising materials, or otherwise, then Messe Muenchen India is entitled to demand the offender to remove the infringing stand, or to prevent the enforcement of any decision the exhibitor, 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 expelled 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 liabilities, by, prosecution, cost, damages, claim or damage 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 not translatable. Exhibitors’ passes must not be given away 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 exhibitors. 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 submitted 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. If they break this rule, Messe Muenchen India is entitled to demand a penalty of EUR 350/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. Regulations for shows
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 in the participants in the event into consideration, not contrary to public policy and must not misplace 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 A20, 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.

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 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 two appointed arbitrators. The seat of the arbitration shall be in Mumbai. The award rendered by the arbitrators shall be in writing and shall not make such decision on the basis of the principle of nullity or legal, but only on the merits of the case. Such arbitrators shall set out the reasons for their decision. The award shall allocate or apportion the costs of the arbitration as the arbitrators deem fair. The parties agree that the arbitration 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, direct or indirect, to 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 the signing of the application form and shall comply with Indian laws at all times while performing its activity of participating in an event. The exhibitor shall obtain the order, decree or award from signing the application form and performing activities under this event.

A24. Indemnification
The exhibitor agrees to indemnify and keep indemnified Messe Muenchen India, its employees and agents from and against any action, liability, penalty, prosecution, notices, fines, 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; (d) any breach of the covenants herein contained or wrongful representations and warranties made by exhibitor, co-exhibitor, its employees and agents; (e) any willful misconduct or gross negligence in performing its obligations under this agreement.

As of November 2019

Company stamp & signature: [Signature]