

# Application for Stand Space

www.cemat-india.com

**CeMAT**  
INDIA

## **International Trade Fair for Materials Handling and Intralogistics 10 - 13 December 2009 Bombay Exhibition Centre (BEC)**

This contract is hereby made between Hannover Fairs India Pvt Ltd, having registered office at B303 Dynasty Business Park, Andheri-Kurla Road, Chakala, Andheri (E), Mumbai 400 059, the organisers of CeMAT INDIA 2009 referred herein after as the 'Organiser' on the one hand and the below mentioned organisation referred herein after as the 'exhibitor' on the other hand for participation in CeMAT INDIA 2009.

### **EXHIBITOR DETAILS**

Company Name: .....

Address: .....

City: ..... Postal code: ..... Country: .....

Phone: ..... Fax: ..... Website: .....

Contact person for exhibition matters:

Name: ..... Designation: .....

Phone: ..... Fax: .....

Email: ..... Mobile: .....

CEO of the Company: ..... Designation: .....

### **TYPE OF COMPANY**

- |  |  |
|--|--|
| <input type="checkbox"/> Manufacturer            | <input type="checkbox"/> Organizer for group participation |
| <input type="checkbox"/> Importer                | <input type="checkbox"/> Exporter                          |
| <input type="checkbox"/> Distributor / Agent     | <input type="checkbox"/> Association / Institution         |
| <input type="checkbox"/> Other: (please specify) |  |

### **EXHIBITS**

We will be displaying the following exhibits. Please also ✓ tick the appropriate box in the attached Exhibit Categories, to which your product display corresponds

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### **EXHIBITOR AGREEMENT**

For all the exhibits on display, we either own the intellectual property rights, or have the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, we will remove the infringed exhibits from display immediately and will not use this reason to request back any participation fee.

**Application deadline: 30 June 2009**  
**Register by 15 May 2009 for EARLY-BIRD-DISCOUNT of 5%!**

## CO-EXHIBITOR

We register the following company as a co-exhibitor according to the Terms and Conditions for Participation (please photocopy this form if you apply for more than one co-exhibitor).

**Co-exhibitors are free of charge**

Company Name:.....

Address: .....

City: ..... Postal code: ..... Country: .....

Tel: ..... Fax: ..... Website: .....

Contact person for exhibition matters:

Name: ..... Designation: .....

Phone: ..... Fax: .....

Email: ..... Mobile: .....

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### WE REPRESENT THE FOLLOWING COMPANIES IN INDIA:

Company name: ..... Country: .....

Company name: ..... Country: .....

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### STAND SPACE APPLICATION

- Please choose only one option • Space allocation will be assigned by the Organizer

#### **Option 1: Raw space** (minimum 18 sqm)

Rate: Rs 9,500 / sqm or  
€190 /sqm for foreign exhibitors/ exhibits

Total area: ..... Total cost: .....

#### **Option 2: Package price** Space incl. shell scheme (minimum 9 sqm)

Rate: Rs 10,500 / sqm or  
€210 / sqm for foreign exhibitors / exhibits

Total area: ..... Total cost: .....

Special requests: .....

The package price includes: Stand space | Back Wall and Side Walls (white) | Carpeting | 1 Reception Desk | 2 Chairs | 1 Electric Power Point | 3 Spot Lights | Company Sign (in English)

#### **Option 3: International Pavilion** Group stand package (minimum 9 sqm) at the International Pavilion

Rate: Rs 14,700 / sqm or  
€240 / sqm for foreign exhibitors / exhibits

Total area: ..... Total cost: .....

Special requests: .....

**The International Pavilion includes:** Stand space | wall panels | carpeting | 1 table | 4 chairs | 1 info counter | lockable cabinet with shelves + coat hanger | waste paper basket | 3 spotlights (100 W) | 1 electric socket (230 V) | Company sign in English

**Service Area:** Information counter | contact person on site during the whole exhibition (English speaking) | telephone and fax with IDD-line, internet access, photocopy (these services will be invoiced based on actual usage) | snacks and drinks | kitchen area | lounge area (tables + chairs)

#### Notes:

- The Organiser reserves the right to alter the size of the stand slightly
- As per government rules, international exhibitors will have to pay participation charges in EURO.
- Indian companies who would like to import exhibits for display on the basis of the license issued to the Organiser by ITPO, will have to pay participation charges applicable for exhibits in Euro or US \$ for the space to be utilized for the imported products.

## DECLARATION BY THE EXHIBITOR

We agree that this application, when registered by the Organiser, shall constitute, together with the Terms and Conditions for Participation annexed hereto, and any additions which may be made pursuant to the said Terms and Conditions, a valid and legally binding contract. We have read and hereby fully agree to the Terms and Conditions for Participation.

Name of authorized signatory .....

Designation .....

Date ..... Signature ..... Company Stamp .....

### Submission of Application to :

Hannover Fairs India Pvt. Ltd  
B-303 Dynasty Business Park,  
Andheri-Kurla Road, Chakala,  
Andheri East, Mumbai 400 059.  
Tel: +91 22 40050681-82  
Fax: +91 22 40050683  
Email: info@hf-india.com www.cemat-india.com

### Mode of Payment :

• Crossed A/C payee Cheques / Bank Drafts payable in  
Mumbai favouring Hannover Fairs India Pvt. Ltd  
• Electronic transfer of funds  
Indian exhibitors:  
HSBC Bank Ltd : A/c no. 120 057740 001 Powai Branch, Mumbai  
Foreign exhibitors:  
HSBC Bank Ltd : A/c no. 120 057740 511 Powai Branch, Mumbai

## EXHIBIT CATEGORIES

PLEASE ✓ TICK THE BOXES YOUR EXHIBIT PROGRAM CORRESPONDS TO:

### Mechanical Handling

- Cranes
- Accessories for cranes, lifting equipment
- Series lifting equipment, lifting platforms
- Hoistable man platforms
- Continuous mechanical handling equipment, monorail conveyors
- Accessories for continuous mechanical handling equipment
- Industrial trucks, fork lift trucks, accessories
- Driverless transport systems, storage and retrieval equipment for shelves and racks
- Manual trolleys
- Lifts, elevators, escalators, moving pavements, cable cars
- Accessories for lifts and elevators
- Accessories for all mechanical handling

### Warehousing technology and workshop equipment

- Warehouse systems, shelving systems, shelving technology
- Factory equipment, Workshop equipment
- Pallets, bins and containers
- Industrial doors and gates
- Cleaning systems for warehouse and storage facilities
- Warehousing accessories, general

### Packing and order picking equipment

- Packaging equipment for warehouse and shop floors
- Weighers and metering devices
- Packaging and order picking systems

### Intralogistics - Systems and software

- Computer systems and control systems for material flow and intralogistics
- Identification technology, AUTO ID systems, sensor for intralogistics
- Application software and solutions for intralogistics and transportation logistics
- Branch-specific solutions for intralogistics and transport

### Loading Technology

- Dock levelers
- Loading ramps, platforms and bridges
- Loading equipment, bulk material, containers, mixed cargo

### Entire Systems for material handling technology, warehousing technology, logistics

- Entire conveying systems
- Turnkey systems for logistics
- Entire supply-chain management
- Entire robot and handling systems

### Traffic engineering

- Road vehicles, commercial vehicles and accessories
- Rail vehicles
- Railway equipment
- Shipbuilding
- Road maintenance equipment
- Multi-storey car park and parking equipment
- Traffic control technology and systems
- Integrated traffic systems

### Logistics services and outsourcing

- Logistics management
- Transport logistics
- Logistics and intralogistics services
- Joint/ system services for logistics
- eLogistics services
- Consulting, planning, financing and project management services
- Maintenance services
- Publishers
- Associations

# TERMS & CONDITIONS FOR PARTICIPATION

## Framework of contract

By registering for the event, the exhibitor acknowledges and accepts all aspects of the following Conditions for Participation in CeMAT INDIA 2009. The application forms as well as these conditions shall collectively define the legal framework for participation in the event and govern the booking of exhibition space by the exhibitor, unless otherwise agreed upon by the parties.

The prior written consent of the Organiser shall be required for the exhibitor to assign the rights and obligations arising from or in connection with this agreement to a third party.

## Terms of business

### 1. Space booking contract

A stand space is booked by submitting a completed registration form. The contract between the exhibitor and the Organiser takes effect once the Organiser has dispatched the stand confirmation. If the contents of the stand confirmations differ from the contents of the exhibitors registration, the contract shall be concluded on the basis of the stand confirmation, unless the exhibitor objects in writing within two weeks.

### 2. Eligibility

The Organiser shall rule on the eligibility of exhibitors based on the compatibility of their range of exhibits with the product categories at the event.

Products that do not match the product categories at the event may not be exhibited unless these are absolutely necessary for the presentation or functioning of the eligible exhibits.

### 3. Allocation of stand space

The Organiser shall allocate stand space in accordance with the compatibility of registered exhibits to a particular trade fair and/or specific topic, and is not obligated to fulfill specific requests for allocation of a particular stand space.

The Organiser reserves the right to deviate from the stand confirmation by subsequently allocating a different location, or altering the size of the stand, or shifting and/or closing entrances and exits to the Exhibition Grounds and halls, or undertaking any such structural alterations, provided the organizer has significant interest in such actions necessitated by extraordinary circumstances.

The exhibitor may rescind the contract in writing within one week following notification of such changes, if his interests are unreasonably encroached upon by the alterations.

### 4. Stand design, construction and use

The exhibitor shall be responsible for the construction, design, and safety of his stand, in accordance with the General Regulations and Technical Regulations of the Organiser and the exhibition grounds management.

Exhibits must be displayed only within own stand space, and they must not disturb neighbouring stands/spaces acoustically or visually, and should not create any obstructions within the stands or aisles. In case of non-compliance, the Organiser may, at its discretion, forbid

displays that are a disturbance or nuisance. If the offense is repeated, the Organiser may terminate the contract without notice.

Stands must display exhibits and be occupied by staff during opening hours. Only brand-new items may be exhibited, except if the items are merely fixtures or are for illustrative purposes.

Only registered exhibits may be displayed. The Organiser is entitled to remove exhibits that are not compatible with the product categories at the event, or which violate the principles of fair competition, or infringe upon the intellectual property rights of a third party.

The exhibitor may conduct interviews or surveys only on his own stand space.

### 5. Other participants/co-exhibitors

Several companies may share a stand area only if the main exhibitor has listed all such firms in his application for inclusion as co-exhibitors, and which have been approved by the Organiser.

Any firm, which has its own personnel and exhibits and uses the stand space of an exhibitor, must be registered as a co-exhibitor.

Co-exhibitors are also subject to the terms of these Conditions for Participation, as applicable, whereby the main exhibitor shall be responsible for informing his co-exhibitors of these and any supplementary provisions.

If several companies wish to book a stand together as joint main exhibitors, they shall authorize a common representative in their application. In any event, each of the exhibitors shall be required to display his exhibits and employ personnel to staff the stand. Joint main exhibitors shall be jointly and severally liable for the participation fees and charges for any services used.

An exhibitor may appoint a third party to set up the exhibition stand or otherwise organise his participation in the trade fair. This can be done by naming the representative and authorizing him in writing to represent the exhibitor and any co-exhibitors in any and all matters related to the fair, including the placing of legally binding orders.

### 6. Participation charges and payment deadlines

#### I. Participation charges

- a) **Option 1:** Floor area without stand construction:  
Rs 9,500/sqm or  
€190/sqm for foreign exhibitors/exhibits
- b) **Option 2:** Floor area with stand of standard construction (shell scheme):  
Rs 10,500/sqm or  
€210/sqm for foreign exhibitors/exhibits
- c) **Option 3:** Group stand package at the International Pavilion with stand construction:  
Rs 14,700/sqm or  
€240/sqm for foreign exhibitors/exhibits

Indian companies who would like to import exhibits for display on the basis of the license issued to the Organiser by ITPO, will have to pay participation charges applicable for foreign exhibits in Euro for the space utilized for the imported products.

## II. Taxes and levies.

All participation charges listed are exclusive of statutory service tax, value-added tax and other levies. Organisers reserve the right to pass on the exhibitors any additional taxes imposed by any Government authority pre or post fair.

## III. Payment deadlines, default of payment

1. The exhibitor must remit along with the application a sum amounting to 25% of the participation charges for the space applied as an advance payment. Payment of the advance amount is a precondition for further processing of the application for participation.
2. The balance participation charges and other charges for the services shall be paid before 10th September 2009 or within 15 days of receiving the invoice from the Organiser or its nominated agencies. If a payment is not received by the stipulated due date, default of payment shall take effect automatically and without notification.
3. For the invoices issued after 15 October 2009, the payment is due immediately.
4. If there is a default in payment, the Organiser reserves the right to charge default interest from the due date at an interest rate of 15% per annum. Irrespective of charging default interest, the Organiser reserves the right to terminate the space booking contract.

## IV. Terms of payment

Exhibitors need to adhere to the payment deadlines listed above. Full payment of the invoice amounts is a precondition for using the allocated display space, for inclusion in the catalogue and for exhibitor passes.

Exhibitors shall pay participation charges and any invoices raised by the Organiser for services by way of **A/c payee crossed Cheque or Demand Draft favouring Hannover Fairs India Pvt Ltd payable in Mumbai OR by Electronic Transfer of funds to the bank accounts mentioned in the application form.** All payments must be in full and without deduction of any bank charges or other fees. If payment is not made within the period stipulated, the Organiser is entitled to charge default interest. In the case of default in payment by the exhibitor, the Organiser may terminate the latter's stand contract.

## 7. Premature termination of the contract

If, after binding registration or after a contract has been concluded, the Organiser agrees to a complete or partial withdrawal, the exhibitor must nevertheless pay the full participation charges.

If the participation contract is suspended not later than listed below, a penalty will be charged to the exhibitor:

Months before start of exhibition Penalty charge

- |                                   |      |
|-----------------------------------|------|
| a) More than 8 months             | 25%  |
| b) 8 months to more than 4 months | 50%  |
| c) 4 months to more than 2 months | 75%  |
| c) Within 2 months                | 100% |

The Organiser is entitled to balance any advance payments previously made by the exhibitor against the indemnification amount due.

Irrespective of the right to bring further claims for compensation, the Organiser has the authority to withdraw from this contract or to terminate it with immediate effect, if the exhibitor does not meet its obligations - in particular payment obligations that arise out of this contract, the Conditions for Participation or the terms complementing them - after extension of the deadline.

This also applies if the exhibitor does not meet, or no longer meets, prerequisites for concluding the contract, particularly if the exhibitor has altered its product range in such a way that it can no longer be included in the trade fair for which the exhibitor had booked the stand space.

The same applies in the event that the exhibitor ceases payment, or an application is made for a judicial insolvency procedure in respect of the exhibitor's assets, or if the exhibitor's firm is in liquidation. If the Organiser becomes aware of the facts leading to its cancellation or termination of contract no later than two (2) months before the opening day of the fair, and if it succeeds in reallocating the exhibitor's space to another company, then the Organiser is entitled to claim compensation amounting to 25% of the participation charges. If the conclusive facts become known to the Organiser only after this deadline, or if the Organiser is unable to reallocate the stand space to another company, the exhibitor is obliged to pay the full participation charges.

It is not considered to be a reallocation if, for aesthetic reasons, the space not used by the exhibitor is allocated to another exhibitor without Organiser deriving further proceeds from reallocating of space previously allocated to the relocated firm. Nor is it considered to be a reallocation if in a respective exhibitor group still unoccupied areas remain available or the Organiser, as the result of a cancellation, has to re-plan the returned and the adjoining display spaces.

## 8. Construction and dismantling periods

Construction:	08 - 09 December 2009
Dismantling:	14 December 2009

The Organiser is entitled to remove, at the exhibitor's expense, any objects not removed within the dismantling period. The Organiser is not obliged to store these objects and may dispose of them at will.

## 9. Reservation of rights

The Organiser shall be entitled to cancel an event at its discretion, if it appears to be uneconomic. The reciprocal obligations of the contractual parties shall become void following such a cancellation. No claims for refunds or damages shall arise from the cancellation, whereby the Organiser will refund any payments received from

exhibitors for services not yet rendered.

All services offered are based on the resources and capacities available. The Organiser shall, therefore, be entitled to postpone, curtail, temporarily close in part or in whole, or completely cancel the planned exhibition for just cause, such as a labor dispute, terror threats, govt directive, natural calamity, social unrest, strikes or events beyond its control.

In the event of complete or partial postponement or curtailment of the exhibition, the agreement shall be deemed executed for the new date and duration, unless the exhibitor objects in writing within a period of two weeks of notification of the alteration. The exhibitor shall not be entitled to any reduction of the contractual fees.

#### **10. Exclusion of liability**

The Organiser does not undertake to safeguard exhibits or stand equipment/fixtures or personnel of exhibitor. It is recommended that exhibitor insures his exhibits, property and the personnel himself.

Unless otherwise stated above, the organizer or its representatives or vicarious agents shall be excluded from any liability for damages, regardless of the legal nature of the claim. This applies in particular to damage claims for violations of the principles of good faith in contracting, neglect of duty, or claims of property damage or financial losses. The exhibitor shall not be entitled to any compensation from the organizer or reduction of the participation charges on these account. These liability regulations shall apply to all services performed by the Organiser or service provider in connection with the exhibitor's participation at the event.

#### **11. Supplementary provisions**

The general regulations of the Organiser as well as the exhibition grounds management, e.g. product categories, organizational matters, technical aspects and miscellaneous provisions, all of which are sent to the exhibitor before the event opens, shall collectively constitute the space booking agreement. The conditions that especially apply are stated in the Services manual, which contains both specific services deemed obligatory and others subject to charge, for example a listing in the catalogue and exhibitor passes.

Only security firms approved and licensed by the Organiser are allowed to provide security services for stands at the show.

Playing loud music in the stands is not permissible.

#### **12. Claims procedure, place of performance / jurisdiction**

Any claims by the exhibitor against the Organiser must be in writing, subject to a statute of limitations of 6 months from the end of the exhibition in which the claims arise. Any agreements that deviate from these or supplementary provisions must be in writing, whereby facsimile

signatures shall suffice.

This participation contract is subject to Indian law and the Place of jurisdiction is Mumbai. The Organiser reserves the right to file its claims in a court at the exhibitor's place of business.

#### **13. AGREEMENT:**

- I. The Exhibitor is aware and acknowledges that the Organizer has taken the Exhibition Premises on a license basis from Bombay Exhibition Centre (BEC) to organize exhibitions. Further, that BEC has imposed certain conditions /obligations on the Organizer with regard to the usage of the Premises and for matters incidental thereto. The Exhibitor shall be liable for any actions / claims / demands / fines imposed by BEC on the Organizer due to any act / omission of the exhibitor violating such conditions / obligations with regard to the usage of the stand space in the Premises and or matters incidental thereto.

The Stand Space in the Premises is being allotted to the exhibitor subject to exhibitor agreeing to comply with these terms and conditions in addition to the terms of the application form, Service Manual and the rules and regulations framed by the management of BEC.

#### **II. CO-EXHIBITORS:**

The Exhibitor and the co-exhibitors shall be severally and jointly liable for any and all violations of the terms of participation stated in application form, Exhibitors Manual and the rules and regulations framed by the management of BEC.

#### **III. APPROVALS/CONSENTS/PERMISSIONS:**

The Organizer will obtain the permissions / consents / orders from the concerned authorities necessary for the purpose of organizing Exhibitions. The Exhibitor agrees to indemnify and hold harmless the Organizer for any and all acts / omissions committed by the exhibitor which violates such permissions / consents / orders obtained by the Organizer. Further, if any law or regulation requires the Exhibitor to obtain any permissions/registrations from any authorities for participation in Exhibitions and matters incidental thereto, the Exhibitor shall be solely responsible to obtain such permissions.

#### **14. INDEMNITY:**

The Exhibitor shall indemnify, defend or settle and hold the Organizer free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, relating to, resulting from or in any way arising out of exhibitor's breach of any of the provisions of Terms and Conditions for Participation, Service Manual and rules and regulations of BEC.