

# Application and Contract for Participation in CeMAT INDIA 2012

International Trade Fair for Materials Handling, Storage Systems and Logistic Services

21 - 24 November 2012  
India Expo Centre - Greater Noida

**CeMAT  
INDIA**

**Instructions:** Fill in this form: (a) using Adobe® Reader®, print & sign or (b) print, complete by hand & sign. Please put company stamp on every page.  
Fax back to +91 22 40050683 or email [tushar.alekar@hmf-india.com](mailto:tushar.alekar@hmf-india.com).

This contract is hereby made between the organizer **Hannover Milano Fairs India Pvt. Ltd.** and the exhibitor as named below for this exhibition. Hannover Milano Fairs India Pvt Ltd. is authorized to execute and receive any declaration of intention which relates to the organization of CeMAT INDIA 2012.

Company Name (English)

First Name

Last Name

Job Title

Street Address / P.O. Box

Postal Code

City

Country

Company E-mail

Website

Phone

Fax

Country of Head Office

Contact Person for Exhibition Matter

Contact E-mail

Contact Phone

## STAND SPACE APPLICATION - CHOOSE ONE PARTICIPATION OPTION

- Option 1: Raw Space**  
Space only (minimum 18 sqm)
- Option 2: Package**  
Space incl. Shell Scheme (minimum 9 sqm)
- Option 3: International Pavilion**  
Group stand package (minimum 9 sqm) in the International Pavilion

**NOTE:** The organizer reserves the right to alter the size of the stand slightly.  
\* Please note that 12.36 % Indian service tax will be extra.

Width (m)	Depth (m)	Sqm	Unit Price*	Subtotal
<input type="text"/>	X <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	X <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	X <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Total =**

Register by 15 May 2012 and receive an **EARLY-BIRD-DISCOUNT** of 5 %.

## DESCRIPTION STAND FURNISHINGS FOR PARTICIPATION OPTIONS

**Option 1: Raw Space:** raw stand space only

**Option 2: Basic Package:** stand rental, back wall and side walls (white), carpeting, 1 reception desk, 2 chairs, 1 electric power point, 3 spotlights, company sign (in English).

**Option 3: International Pavilion includes:** stand rental in International Pavilion, wall panels, carpeting, 1 table, 4 chairs, 1 info counter, lockable storage room with shelves and coat hanger, waste paper basket, 3 spotlights (100W), 1 electrical socket (230V), company sign (in English).

Service Area: Information counter, contact person on site during the whole exhibition (English speaking), snacks & drinks, kitchen area, lounge area (tables + chairs)

### Engineering Services

We will require following engineering services in our stall:

(The charges for below services will be intimated through service manual later.)

Water Connection

Compressed Air Connection

Total electricity load in our stall would be  kw

### Exhibition Catalogue

Logo with catalogue entry : Rs 15,000 + Tax or € 250 + Tax

Full Page ad- Color : Rs 75,000 or € 1220 + Tax

Full Page ad- Black and White : Rs 50,000 + Tax or € 850 + Tax

Centre Page Spread : Rs 1,10,000 + Tax or € 1835 + Tax

Company Name

**PAYMENT SCHEDULE AND TERMS:**

Register by 15 May 2012 and receive an **EARLY-BIRD-DISCOUNT** of 5 %.

Crossed A/C payee Cheques / Bank drafts payable in Mumbai favoring:  
**Hannover Milano Fairs India Pvt Ltd**  
 Electronic transfer of funds:

INR Account (for Indian exhibitors):

Bank: HSBC Bank Ltd  
 Powai Branch, Mumbai  
 Account: 120 057740 001

Euro Account:

Bank: HSBC Bank Ltd  
 Powai Branch, Mumbai  
 Account: 120 057740 511

US\$ Account:

Bank: HSBC Bank Ltd  
 Powai Branch, Mumbai  
 Account: 120 057740 512

**SWIFT: HSBCINBB**

**SEND COMPLETED CONTRACT TO:**

Hannover Milano Fairs India Pvt Ltd  
 Mr. Tushar Alekar  
 604 Samarpan Complex  
 New Link Road, next to Mirador Hotel  
 Andheri East, Chakala, Mumbai 400099  
 India

Phone: +91 22 40050681  
 Fax: +91 22 40050683  
 Email: [tushar.alekar@hmf-india.com](mailto:tushar.alekar@hmf-india.com)  
[info@hmf-india.com](mailto:info@hmf-india.com)

**EXHIBITOR AGREEMENT**

**Agreement 1:** To 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, cooperate with the organizer and related legal agency on investigation and will not use this reason to request back any participation fee.

**Agreement 2:** The corporate name is legally registered, valid and effective. We will not attend the exhibition with other corporate name or transfer the booth without the authorization from the show organizer. And the displaying exhibits will be in the accordance with the exhibits category of the show.

**Remarks:** Any illegally registered corporate or any booth transfer without the organizer's permission is strictly forbidden by the show organizer. The organizer reserves the right to reject any unregistered exhibitors or co-exhibitors to attend the exhibition, as well as exhibitors with exhibits not in accordance with show exhibits category. (More details referred in 'Rules & Regulations of exhibitors')

**DECLARATION BY THE EXHIBITOR**

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

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 Name Authorized Signature

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 Position

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 Signature

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 Date

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 Company Stamp

V. 24 FEB 12

Company Name

## TYPE OF COMPANY (Please check appropriate box)

- Manufacturer   
  Importer   
  Exporter   
  Distributor/Agent   
  Association   
  Organizer of group participation
- Other (Please specify)

## Please check the boxes that best describe your company's products:

## Mechanical Handling

- Cranes  
 Accessories for cranes, lifting equipment  
 Series lifting equipment, lifting platforms  
 Hoistable man platforms, scissor lifts  
 Continuous mechanical handling equipment, monorail conveyors, conveyor belts  
 Accessories for continuous mechanical handling equipment  
 Industrial trucks, fork lift trucks, stackers, 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

## Storage, Warehousing Technology and Workshop Equipment

- Warehouse systems, automated storage and retrieval systems (ASRC)  
 Racking and shelving systems  
 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

## Logistics - Systems and software

- Computer systems and control systems for material flow and intralogistics, tracking systems  
 Identification technology, auto ID systems, sensor for intralogistics, automated data capture  
 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  
 Ports and terminals

## 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

Brands / products exhibited

## CO-EXHIBITOR REGISTRATION (co-exhibitor registration is free of charge)

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

Co-Exhibitor Company Name

Street Address / P.O. Box

City

Postal Code

Country

First Name

Last Name

Job Title

Contact E-mail

Phone

Fax

Company E-mail

Website

## We represent the following international companies in India (only if applicable):

Company Name / Country

Company Name

Exhibits Category

**1. Please check the industries of your key target buyers**

- Automotive  
 Pharmaceuticals, Chemical and Process Industries  
 Electrical and Electronics  
 Diverse Manufacturing  
 Plastic and Rubber Industries  
 Ports and Airports  
 Defence  
 Food Processing and Packaging Industries

- Railways, Airport Authorities  
 Mining and Construction  
 Services  
 Infrastructure  
 Retailers and Wholesalers  
 Textile Industry  
 Others

**2. Please fill in details of the VIP buyers you would like us to invite**

No.	Company Name	Contact Name	Job Title	Telephone	Email
1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
8	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
9	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**3. Please fill in your contact information**

Contact Person - First Name

Contact Person - Last Name

Job Title

Mobile Telephone No.

Telephone No.

Fax No.

Email

**4. Other Suggestions:**

By registering for the event, the exhibitor acknowledges and accepts all aspects of the following Conditions for Participation in CeMAT INDIA 2012. 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 Organizer 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 Organizer takes effect once the Organizer 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 Organizer 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 Organizer 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 Organizer 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 Organizer 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 noncompliance, the Organizer may, at its discretion, forbid displays that are a disturbance or nuisance. If the offense is repeated, the Organizer 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 Organizer 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 Organizer.

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 10,000 /sq.m or € 195 /sq.m for foreign exhibitors / exhibits (plus Service Tax)

b) Option 2: Floor area with stand of standard construction (shell scheme):

Rs 11,000 /sq.m or € 220 /sq.m for foreign exhibitors /exhibits (plus Service Tax)

c) Option 3: Group stand package at the International Pavilion with stand construction:

Rs 15,900/sq.m or € 265/sq.m for foreign exhibitors / exhibits (plus Service Tax)

Indian companies who would like to import exhibits for display on the basis of the license issued to the Organizer 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. Organizers 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 2012 or within 15 days of receiving the invoice from the Organizer 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 2012, the payment is due immediately.

4. If there is a default in payment, the Organizer 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 Organizer reserves the right to terminate the space booking contract.

### IV. Terms of payment

Exhibitors need to adhere to the payment deadlines listed above. Full advance 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 Organizer for services by way of A/c payee crossed Cheque or Demand Draft favouring Hannover Milano 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 Organizer is entitled to charge default interest. In the case of default in payment by the exhibitor, the Organizer 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 Organizer 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 Organizer 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 Organizer 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 Organizer 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 Organizer is entitled to claim compensation amounting to 25% of the 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: 19 - 20 November 2012  
Dismantling: 25 November 2012

The Organizer is entitled to remove, at the exhibitor's expense, any objects not removed within the dismantling period. The Organizer 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 accounts. 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 India Expo Centre & Mart (IECM) to organize exhibitions. Further, that IECM 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 IECM 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 IECM.

#### 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 IECM.

#### 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 IECM.