

Company Name (English)

Application and Contract for Participation in

Surface Technology INDIA 2013 at WIN INDIA 2013 International Trade Fair for Paint & Coating Systems,

Electroplating and Surface Engineering

17 - 20 December 2013 - Pragati Maidan - New Delhi

Surface Technology INDIA

INDIA

 Instructions: Fill in this form: (a) using Adobe® Reader®, print & sign or (b) complete by hand, print & sign.

 DOMESTIC applicants
 Fax to +91 22 420 191 91 or email Rahul.Ganjapure@hmf-india.com

This contract is hereby made between Hannover Milano Fairs India Pvt. Ltd. and the exhibitor as named below for this exhibition. Hannover Fairs International GmbH is authorized to execute and receive any declaration of intention which relates to the organization of WIN INDIA 2013 on behalf of Hannover Milano Fairs India Pvt. Ltd.

First Name	Last Name		Job Title	
Street Address / P.O. Box				
Postal Code City		Country		
Company E-mail		Website		
Phone		Fax		
Name of Head Office/ Headquarters		Country of Head Office/ Head	quarters	
Contact Person for Exhibition Matter	Contact E-mail		Contact Phone	

STAND SPACE APPLICATION - CHOOSE ONE PARTICIPATION OPTION

	Width (m)	Depth (m)	Sqm	Unit Price*	Subtotal
Option1: Raw Space Space only (minimum 36 sqm)	x				
Option 2: Package Space incl. Shell Scheme (minimum 9 sqm)	x				
Option 3: Pavilion Group stand package (minimum 9 sqm) in the Pavilion	x				
Name of Pavilion:					
(International, country, themed Pavilion etc.)					
			Indian Service Ta	IX	
Booking deadline 15th October 2013				Total	
NOTE: The organizer reserves the right to alter the size of the stand slightly.					

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, carpeting, 1 reception desk, 2 chairs, 1 electric power point, 4 spotlights, company sign (in English).

Option 3: Pavilion includes: stand rental in the Pavilion, wall panels, carpeting, 1 table, 4 chairs, 1 info counter, lockable storage room with shelves and coat hanger, waste paper basket, 4 spotlights (100W), 1 electrical socket (220V), 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)

Page 2 of 7 WIN INDIA 2013	APPLICATION FOR PARTICIPATION
Company Name	
Engineering Services	Exhibition Catalogue
We will require following engineering services in our stall: (The charges for below services will be intimated through service manual later.) Water Connection	 Logo with catalogue entry : Rs 15,000 + Tax Full Page ad- Color : Rs 75,000 + Tax
Compressed Air Connection	Half Page ad- Color : Rs 40,000 + Tax
Total electricity load in our stall would be	Double Page Spread : Rs 1,10,000 + Tax
Conference Feature	
I am interested in more information regarding the SSPC Conference	e, including Sponsorship
I am interested in a speaker slot at the Forum (Free with a booking Topic:	of 18 sqm or more)(subject to availability and by discretion of organiser)
PAYMENT DETAILS:	SEND COMPLETED CONTRACT TO:
Crossed A/C payee Cheques / Bank drafts payable in Mumbai favoring: Hannover Milano Fairs India Pvt Ltd Electronic transfer of funds: <u>INR Account:</u> Bank: HSBC Bank Ltd. Powai Branch, Mumbai Account: 120 057740 001 <u>Euro Account:</u> Bank: HSBC Bank Ltd. Powai Branch, Mumbai Account: 120 057740 511	NATIONAL APPLICANTS Hannover Milano Fairs India Pvt Ltd 3 Vatika Business Centre Mr Rahul Ganjapure Hiranandani Gardens Powai Mumbai 400076 India Phone: +91 22 423 69710 Fax: +91 22 420 19191 Email: Rahul.Ganjapure@hmf-india.com INTERNATIONAL APPLICANTS Hannover Fairs International GmbH Department 413
US\$ Account: Bank: HSBC Bank Ltd. Powai Branch, Mumbai Account: 120 057740 512 SWIFT: HSBCINBB	Ms. Jennifer Blank Messegelaende 30521 Hannover Germany Phone: +49 511 89-31134 / 31185 Fax: +49 511 89-39681 Email: <u>krister.sandvoss@messe.de</u> jennifer.blank@messe.de
<u>Contact person for questions regarding payment:</u> Mr. Mukesh Soni Accounts Executive <u>mukesh.soni@hmf-india.com</u>	www.surface-india.com www.hfi.de
EXHIBITOR AGREEMENT Agreement 1: To all the exhibits on display, we either own the intellectual property right	ts, 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.

Name Authorized Signature	Position	
Signature	Date	Company Stamp

Page 3 of 7	WIN INDIA 2013		APPLICATION FOR PARTICIPATION
Company Name			
TYPE OF COMPANY	(Please check appropr	iate box)	
Manufacture	r 🔲 Importer	Exporter Distributor/Agent Association	Organizer of group participation
Other (Please	e specify):		
Please check the bo	oxes that best describe y	your company's products:	
Cleaning and pre- Blast cleaning Wet cleaning Plasma pre-tre Sponge clean Hydroblasting Types of abras	eatment ing	Paint coatingsLiquid and powder coatinPaints, enamels, plastic coIndustrial paint-spraying iApplications of paint coatWaterproofing technologFloor coatingsFire-resistant, fire-retardat	atings nstallations ings y
Electroplating			
Plant and equ Chemical & elu Chemicals Industrial App Automotive E	ectronic metal separation	Industrial plasma coatingPVD and CVD systemsIonplatingSputter DepositionPlasma NitridingThermal Spray: Arc, HVOFSprayActivation of plastic surface	
Automation a	nd handling systems al protection and special-pu	urpose plant	

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 copy 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	JobTitle	Contact E-mail
Phone	Fax	Company E-mail	Website

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

Company Name / Country	

	WIN INDIA 2013 - VIP Buyer Invitation			Surface Technology	WIN
Page 4 of 7	DOMESTIC Fax +91 22 420 19191			INDIA	INDIA
Company Na	me				
Exhibits Cate	gory				
1. Please ch	eck the areas and industries of your key target buyers				
Area:	North India (e.g. Delhi, Haryana) East India (e.g. West Bengal, Ori	issa)			
	South India (e.g. Karnataka, Tamil Nadu) 🛛 🗌 West India (e.g. Maharashtra, G	iujarat)	Others		
Industry:	Pharmaceuticals, Chemical and Process Industries M Electrical and Electronics So Diverse Manufacturing In Plastic and Rubber Industries R Ports and Airports To Oil and Gas For	Aining and Services Infrastruct Retail Textile Ind	ure	ustries	

2. Please fill in details of the VIP buyers you would like us to invite (you can share more contacts in excel sheet)

No.	Industry	Company Name	Contact Name	Job Title	Telephone	Email
1						
2						
3						
4						
5						
6						

3. Please fill in your contact information

Contact Person - First Name	Contact Person - La	ast Name	Job Title	
Mobile Telephone No.	Telephone No.	Fax No.	Email	
4. Other Suggestions:				
Hannover Milano Fairs India Pvt Ltd 3 Vatika Busine Powai Mumbai 400076 India Ph: +91 22 423697		DOME	ESTIC Fax to +91 22 420 19191	

	Surface Technology Events Worldwide Please fax back to: +49 511 89 39681	Surface Technology	WIN			
Page 5 of 7	Or email to: <u>Surface-worldwide@messe.de</u>	INDIA	INDIA			
	Please send me more information about the following trade fairs. Check all boxes that apply.					
	Surface Technology, HANNOVER MESSE, GERMANY, Hannover, 8 - 12 April 2013					
	Surface Treatment, WIN EURASIA, Turkey, Istanbul, 6 - 9 June 2013					
	parts2clean, GERMANY, Stuttgart, 22 – 24 October 2013					
	Surface Technology RUSSIA, Moscow, 24 - 27 September 2013					
	O&S GERMANY, Stuttgart, 3 - 5 June 2014					
	Surface Technology INDIA, WIN INDIA, New Delhi, December 2014					
	Other Countries (please specify)					

E-News

I consent to Deutsche Messe AG and subsidiaries thereof sending me information on the trade fairs listed above, including by e-mail to the e-mail address I have provided. I also consent to Deutsche Messe AG contacting me by e-mail in the event of any querries. I understand that I can revoke this consent at any time.

Deutsche Messe AG, Messegelände, 30521 Hannover Germany

Please enter your contact details below:

Company Name		
Street Address / P.O. Box		
City	Postal Code	Country
Contact Person - First Name	Contact Person - Last Name	JobTitle
-	_	
Phone	Fax	Contact E-mail

Framework of contract

By registering for the event, the exhibitor acknowledges and accepts all aspects of the following Conditions for Participation in World of Industry (WIN) INDIA 2013. The contract 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 contract. 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 one week.

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 neighboring stands/spaces acoustically or visually, and should not create any obstructions within the stands or aisles. In case of noncompliance, 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 contract. 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 order.

6. Participation charges and payment deadlines

I. Participation charges

a) Option 1 - raw space : Floor area without stand construction:

Rs 10,500 /sq.m (plus Service Tax)

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

Rs 11,500 /sq.m (plus Service Tax)

c) Option 3 - pavilion: Group stand package with stand construction:

Rs 16,700/sq.m (plus Service Tax)

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

 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 2013 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 15th October 2013, 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 Milano Fairs India Pvt Ltd payable in Mumbai OR by Electronic Transfer of funds to the bank accounts mentioned in the contract. 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%
d) Within 2 months and No show	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:
 15 - 16 December 2013

 Dismantling:
 20 December 2013 (1800 hrs) till 21 December 2013 (0600 hrs)

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 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 Trade Promotion Organisation (ITPO) to organize exhibitions. Further, that ITPO 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 ITPO on the Organizer due to any act / omission of the exhibitor violating such conditions / obligations with regard to the usage of 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 contract, Service Manual and the rules and regulations framed by the management of ITPO.

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 contract, Exhibitors Manual and the rules and regulations framed by the management of ITPO.

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 ITPO.

15. FORCE MAJEURE

The Organiser shall not be responsible for the delay or failure with respect to the performance with respect to this subscription caused by any act of God, action by a govt. or quasi - governmental entity, fire, flood, insurrection, riot, explosion, embargo, legal strikes or illegal strikes or any condition beyond the control of organisers ("Force Majeure Events"). In such events, the organisers shall be entitled to retain such portion of the contract price as required compensate the organisers for expenses incurred up to the time of the force majeure event.

16. INSURANCE

Exhibitors are strongly recommended to do the insurance coverage for the property damage, public liability, burglary, fire, etc.