



# Energy INDIA 2010

International Trade Fair for Energy Efficiency and Decentralized Renewable and Conventional Energies

15 – 18 December 2010

**Bombay Exhibition Centre (BEC)**

## APPLICATION FOR STAND SPACE

This contract is hereby made between the organizer Deutsche Messe AG on behalf of Hannover Milano Fairs India Pvt. Ltd. and the **exhibitor** as named below for this exhibition. Deutsche Messe AG is authorized to execute and receive any declaration of intention which relates to the organization of Industrial Automation INDIA 2010 on behalf of Hannover Milano Fairs India Pvt. Ltd.

### EXHIBITOR DETAILS

Company name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Postal code: \_\_\_\_\_ Country: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Contact person for exhibition matters: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**Application deadline: 30 June 2010**  
**Register by 15 May 2010 and receive an EARLY-BIRD-DISCOUNT of 5%!**

**Hannover Milano Fairs India Pvt. Ltd.**  
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Andheri – East, Mumbai –400093  
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Germany  
Fon +49 511 89-31158  
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evin.bend@messe.de  
www.hannovermesseworldwide.com

**STAND SPACE APPLICATION** (Please choose only one option)

Space allocation will be assigned by the organizer

**Option 1: Basic stand rental**

Space only (minimum 18 sqm)

Rate: EUR 190,-/sqm (Please note that 10.3% Indian service tax will be added to this rate.)

Total area : \_\_\_\_\_ Total cost: \_\_\_\_\_

**Option 2: Package price**

Space incl. shell scheme (minimum 9 sqm)

Rate: EUR 210,-/sqm (Please note that 10.3% Indian service tax will be added to this rate.)

Total area : \_\_\_\_\_ sqm Total cost: \_\_\_\_\_

Special requests: \_\_\_\_\_

**The package price includes:** stand rental; 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: EUR 240,- /sqm (Please note that 10.3% Indian service tax will be added to this rate.)

Total area : \_\_\_\_\_ sqm Total cost: \_\_\_\_\_

Special requests: \_\_\_\_\_

**The International Pavilion includes:** Stand rental; 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 (service will be invoiced based on actual usage); snacks & drinks; kitchen area; lounge area (tables + chairs)

**Note:** The organizer reserves the right to alter the size of the stand slightly

**CO-EXHIBITOR**

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-exhibitors are free of charge** -----

Company name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Postal code: \_\_\_\_\_ Country: \_\_\_\_\_

Contact person: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

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

Company name / Country: \_\_\_\_\_

**TYPE OF COMPANY** (Please ✓ tick the appropriate box)

- |  |  |
|--|--|
| <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 exhibit category on the attached list your product display corresponds to.

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBITOR AGREEMENT**

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 and will not use this reason to request back any participation fee.

**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 of authorized signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Stamp

**Mode of payment:**

Cheques/Bank drafts are to be made payable to:

**Deutsche Messe AG, Hannover**

Telegraphic transfers are to be wired to our bank account as follows:

Banker: **Bankhaus HALLBAUM AG**  
An der Börse 7  
D-30159 Hannover  
Account: **104 009**  
SWIFT: **HALL DE 2H**  
BLZ: **250 601 80**

**Form return address:**

**Deutsche Messe**  
Department 111  
Ms Evin Bend / Ms Anna Buschmann  
Messegelände  
30521 Hannover  
Germany  
Phone: +49 511 89-31158 /- 31151  
Fax: +49 511 89-39681  
e-mail: evin.bend@messe.de  
anna.buschmann@messe.de



**EXHIBIT CATEGORIES** (PLEASE ✓ TICK THE BOXES YOUR EXHIBIT PROGRAM CORRESPONDS TO)

## **1. Energy Efficiency**

### **1.1 Electric power systems**

- Electric energy conversion and energy storage
- Electrical switching equipment, switchgear and distributing systems
- Energy conduction, current lines
- Equipment and components for electric power systems
- Further...

### **1.2 Measuring and control equipment for power engineering**

- Measuring and automation systems for power engineering
- Measuring and control equipment, control equipment for power engineering
- Measuring and automation systems for heat distribution
- Measuring and automation systems for electric power distribution
- Metering technology for power engineering
- Environmental measuring technology (systems, devices)
- Measuring and control equipment for power engineering; other
- Further...

### **1.3 Technical building installations**

- Fuses, safety switches, earthing material for electrical building installations
- Meter boards, series installation equipment, distribution systems for electrical building installations
- Installation systems, duct and routing systems for electrical building installations
- Switches, sockets, plugs, lamp holders for electrical building installations
- House communication, cables and wiring, timer switches for electrical building installations
- Cables and lines for building automation and transmission equipment
- Clean-room technology
- Cooling systems and chillers
- Noise protection in the fields of energy, building and environmental technology
- Environmental protection systems, air pollution control equipment, water and water solutions
- Further...

## **2. Captive Power Plants**

### **2.1 Captive power plants – conventional energies**

- Power generation sets, generator sets
- Combustion engines, diesel engines
- Turbines, Furnaces, boilers, reactors, thermal oil heaters
- Turnkey power plants, turnkey captive power stations
- Other components for power plant technology
- Further...

### **2.2 Captive power plants – renewable energies**

- Thermal solar energy systems and components
- Wind energy plants and components
- Photovoltaic systems and components
- Biomass plants, wood recycling plants and components
- Geothermal energy systems and components
- Fuel cell and hydrogen systems and equipment
- Further...

## **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 Energy INDIA 2010. The application forms as well as these conditions shall collectively define the legal framework for participation in the event and govern the rental of exhibition space to the exhibitor by Deutsche Messe (hereinafter called **the organizer**), 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.

## **II. Terms of business**

### **1. Rental agreement**

A stand space is rented by submitting a completed registration form. The rental agreement between the exhibitor and the organizer takes effect once the organizer has dispatched the stand confirmation. This confirmation shall be binding, even if it deviates from the registration, unless the exhibitor objects in writing within two weeks of receiving the confirmation.

### **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 respective exhibit.

### **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 agreement 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 may be displayed only on the rented stand space. These must be set up to not disturb neighboring stands/spaces acoustically or visually, and to avoid creating any obstructions within the stands or aisles. In case of non-compliance, the organizer may, at its discretion, forbid displays that are a disturbance or nuisance. If the offense is repeated, the organizer may terminate the rental agreement 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 and common use of exhibition stand**

Several companies may share a stand area only if the main exhibitor has listed all such firms in his rental 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 rented by an exhibitor or organizer, 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 rent 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 organize 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. Fees for participation and payment deadlines

### I. Fees for participation

- a) Option 1: Floor area without stand construction:  
EUR 190.00/m<sup>2</sup>
- b) Option 2: Floor area with stand of standard construction (shell scheme):  
EUR 210.00/m<sup>2</sup>
- c) Option 3: Group stand package at the International Pavilion with stand construction:  
EUR 240.00 / m<sup>2</sup>

**Please note that 10.3% Indian service tax will be added to the a/ m rates.**

### II. Value-added tax

All fees listed are exclusive of statutory value-added tax or service tax and other levies.

### III. Payment deadlines, default of payment

Immediately after applying to participate in the event, the exhibitor must pay a sum amounting to 50% of the participation fee for the reserved exhibition area (advance rent). Payment of the advance rent is a precondition for further processing of the application for participation.

1. The participation fee will be charged to the exhibitor directly after the stand rental contract comes into legal effect. The advance rent received will be deducted from the participation fee. The balance shall be paid within 2 months before the commencement of the exhibition. If a payment is not received by the stipulated due date, default of payment shall take effect automatically and without notification.
2. If the invoice is issued after the specified date of default, payment is due either by the deadline stated on the invoice or else seven (7) days after the date of the invoice.
3. 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 stand rental 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.

Non-Indian exhibitors are allowed to pay all invoice amounts to Deutsche Messe in Euro. Indian exhibitors are required to pay all invoice amounts to the Organizer in Rupees.

All payments must be transferred in full and without deduction of any bank charges or other fees to one of the accounts stated on the invoice. 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 rental contract.

## 7. Premature termination of the rental 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 fee.

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

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	100%

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

If the exhibitor can provide proof that the damages actually incurred by the organizer are of smaller magnitude, then the exhibitor shall only be obliged to pay a correspondingly lower amount.

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 it has rented 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 renting the exhibitor's space to another company, then the organizer is entitled to claim compensation amounting to 25% of the participation fee. If the conclusive facts become known to the organizer only after this deadline, or if the organizer is unable to rent the stand space to another company, the exhibitor is obliged to pay the full participation fee.

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

## **8. Construction and dismantling periods**

Construction: 13 - 14 December 2010

Dismantling: 19 December 2010

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 organizer 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 organizer will refund any payments received from exhibitors for services not yet rendered.

All services offered are based on the resources and capacities available. The organizer 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 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 organizer does not undertake to safeguard exhibits or stand equipment/fixtures.

The organizer shall be liable to the extent prescribed by law for damage claims by the exhibitor arising from malicious conduct or gross negligence on the part of the organizer or its representatives or vicarious agents.

Unless the organizer is charged with culpable breach of its contractual duties or violation of a material provision in the agreement, its liability shall be limited to foreseeable damages under such agreements. Nevertheless, the organizer shall be liable for culpable endangerment to life or bodily injury.

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 a reduction of the rental charge, unless an attempt to remedy the problem is unsuccessful or unless the organizer fails to take steps to alleviate the problem, despite being granted a reasonable grace period. These liability regulations shall apply to all services performed by the organizer in connection with the exhibitor's participation at the event.

## **11. Supplementary provisions**

The general regulations of the organizer as well as the exhibition grounds management, e.g. product categories, and organizational, technical, and miscellaneous provisions, all of which are sent to the exhibitor before the event opens, shall collectively constitute the rental 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 organizer are allowed to provide security services for stands at the show.

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

Any claims by the exhibitor against the organizer 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 agreement is subject to German law. Place of jurisdiction is Hannover, Germany. The organizer reserves the right to file its claims in a court at the exhibitor's place of business.

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 Bombay Exhibition Centre and BEC Regulations.

### **13. Agreement**

The Exhibitor is aware and acknowledges that the Organizer has taken the Premises on a license basis from Indian Machine Tools Manufacturers' Association ("IMTMA") to organize Exhibitions. Further, that IMTMA 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 IMTMA 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 Bombay Exhibition Centre.

### **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 Bombay Exhibition Centre.

### **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