

**MMI India Pvt. Ltd.**

23, Deccan Court, S. V. Road, Bandra (West), Mumbai - 400 050. India.  
Tel.: +91-22-2645 2101/02/03, Telefax: +91-22-2651 6372  
Email: info@mmi-india.in

Bangalore International Exhibition Centre (BIEC),  
Bengaluru (Bangalore), India

Company

\_\_\_\_\_

Street, P.O. Box

\_\_\_\_\_

City, Postal Code

\_\_\_\_\_

Country

\_\_\_\_\_

Area Code

Telephone

Fax

\_\_\_\_\_

E-mail

\_\_\_\_\_

Contact :  Mr.  Ms.

Position

\_\_\_\_\_

(1) Manufacturer  (2) Dealer  (3) Importer  (4) Distributor  (5) Service Company (multiple entries possible)

Headquarter of the parent company with full address and country:

Under which country would you like to be included in the statistics:  Headquarters  Branch Country \_\_\_\_\_

BILLING ADDRESS (only if address differs from above)

Company

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Member of the following trade associations:

\_\_\_\_\_

Website

\_\_\_\_\_

Legal Representative (President, Chairman  
General Manager, etc.)

\_\_\_\_\_

**Deadline: 30th June 2009**

(Space will be allocated on first come  
first serve basis as per space availability)

Telephone

\_\_\_\_\_

Fax

\_\_\_\_\_

E-mail

\_\_\_\_\_

Contact

\_\_\_\_\_

**PARTICIPATION FEES: Rs.10,200/sqm\* + Applicable Taxes**

We wish to participate and apply for :

Indoor Raw Space**	hall sqm	front x depth m x m
Row stand (1 side open)		
Corner stand (2 sides open)		
End stand (3 sides open)		
Island stand (4 sides open)		

\* Shell scheme (constructed Booth)

\*\*Rs.9,300/sqm for Raw Space (Bare Space)

\*\*Rs.600/sqm will be charged extra for stand lighting only.

There is a wide variety of MMI India / IMAG shell scheme packages on offer, please see separate application form.

\*\*For space applications smaller than 36 sqm, shell scheme packages provided by IMAG / MMI India are mandatory.

*The organisers cannot guarantee to comply with your demand.*

This application form is only valid in conjunction with :

1. A down payment of 30% (Non Refundable) of the participation fee upon receipt of the corresponding invoice
2. Copy of your company's business license

**Co-exhibitors:**

A charge of Rs.12,000/- will be applicable for each co-exhibitor or additionally represented company.  
Please contact the organizer for the co-exhibitors' application form.

**INDEX OF PRODUCTS AND SERVICES**

Please complete and submit the attachment together with this application form.

Please take notice of the Participation Terms A and B as well as the Technical Guidelines.

The attached Participation Terms A and B as well as the Technical Guidelines are recognised as legally binding in all parts.

Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of MMI India in respect of the above trade fair.

**Special Price for exhibitors at electronic India 2008**

Rs.9,300/sqm Shell scheme (constructed Booth) + applicable taxes

Rs.8,500/sqm for Raw Space (Bare Space) + Rs.600/sqm will be charged extra for stand lighting only + applicable taxes

**Deadline:**

**31st December 2008**  
for Special Price

Place and Date

Company stamp and legally binding signature.

**Index of Products and Services (Attachment to electronica India 2009 application form)**

**Important: Completion of this form is mandatory**

Company

\_\_\_\_\_

Street, P.O. Box

\_\_\_\_\_

Country, Town, Postal Code

\_\_\_\_\_

**We shall be presenting exhibits and/or services which come under the following product group(s) in electronica India 2009 product index:**

**Components:**

- Semiconductors
- Sensors
- Relays, switches and interconnection technology
- Passive components
- Motors/drives
- Cables
- Assemblies and subsystems
- ED/EDA and test and measurement technology
- Displays
- Power supplies

If you have specified more than one main group, please state here where your principal emphasis lies:

\_\_\_\_\_

- **Trademarks** (As a dealer, please fill in which Brands you will exhibit at electronica India 2009)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stamp

\_\_\_\_\_  
Signature

## Title of the trade fair



electronica India 2009

## Venue

Bangalore International Exhibition Centre (BIEC), Bengaluru (Bangalore), India

## Duration and Opening hours

08-11 September 2009

08-10 September 2009, 10.00 am to 6.00 pm

11 September 2009, 10.00 am to 5.00 pm

## Contact:

### MMI India Pvt. Ltd.

23, Deccan Court, S. V. Road, Bandra (West),

Mumbai - 400 050. India

Tel.: +91-22-2645 2101 / 02 / 03

Telefax: +91-22-2651 6372

Email: info@mmi-india.in

## Organizer:

### MMI India Pvt. Ltd.

#### Special Terms of Participation (B)

All prices indicated below are net and are subject to Indian Service Tax. No value-added tax is required.

#### B 1. Application

Applications are to be made on the enclosed form, which should be returned to MMI at the earliest opportunity, filled in and signed with a legally binding signature. One copy is retained by the applicant.

#### B 2. Permitted exhibits and exhibitors

All domestic and foreign manufacturers or their Indian subsidiaries, general importers and specialist dealers authorized by the manufacturers are admitted as exhibitors. General importers and authorized specialist dealers may only exhibit machines and plants whose manufacturers are not represented at electronica India 2009.

All exhibits must correspond to the relevant range of exhibits for this trade fair and be designated by name and category on the application form. Articles other than those permitted and registered, as well as used or leased machinery, may not be exhibited. MMI India has the final decision. Organisers of joint stands are not exhibitors as defined by the Special Terms of Participation.

#### B 3. Co-exhibitors

Permission for co-exhibitors must be requested in writing. The registration fee is Rs.12,000/- for each co-exhibitor admitted.

#### B 4. Participation fees

The net participation fees per sqm of floor space are:

- In the halls (minimum stand size 9 sqm for shell scheme and 36 sqm for raw space)  
Raw space: Rs.9,300/sqm  
Rs.600/sqm will be charged extra for stand lighting only.  
Companies booking raw space, contractors will have to pay the registration and show management fee. Details will be available in the exhibitor manual.  
There is a wide variety of IMAG shell schemes on offer. Please see separate application form. Upper-storey stand space will cost 50% of the price of the respective upper-storey built-up space.
- Besides the rent of the stand area, the participation fees include extensive services provided by MMI India, such as consultation and planning advice, publicity work, organization and technical assistance.

#### B 5. Terms of payment

The deadlines for payment given in the invoices must be observed. This application form is only valid in conjunction with a down payment of 30% of the participation fee upon receipt of the corresponding invoice; and the balance payable should be paid before 60 days before the show. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalogue, and provision of workers' and exhibitors' passes.

The applicant or exhibitor will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts in all MMI India invoices, which are connected with the event, are to be paid in EUR or equivalent Rupee price, without deductions and free of all charges, by credit transfer to the account specified in the invoices, mentioning the exhibitor's company name and invoice number.

**The exhibitor shall be invoiced for full amount. The payment Schedule is the following. 30% of the projected participation price on receipt of invoice (Non Refundable).**

**30% before April 30, 2009**

**40% before June 15, 2009**

- Payment of the advance amount is a precondition for further processing of the application for participation.
- If a payment is not received by the stipulated due date, default of payment shall take effect automatically and without notification.
- For the invoices issued after **15th June 2009**, the payment is due immediately.

#### B 6. Dates of setting up and dismantling

a) In the halls:

Beginning of set-up on **05 September 2009, 9.30 am**. Dismantling must be completed by **10 pm on 11 September 2009**.

An extension is possible only in exceptional cases with the written permission of MMI India's Operations Department.

#### B 7. Stand design and equipment

a) In the halls

Stand height:

The maximum construction and advertising height for stand construction is 5 mtrs. Assuming that the Technical Guidelines are observed in designing and constructing a stand, drawings need to be submitted for one-storey stand construction in the halls insofar as they are built by the exhibitor. On request, MMI India will check submitted stand construction plans (submitted in two copies) for exhibitors. No specific approval will be issued.

All other stand constructions which are higher than 3 meters, multi-storey stands, mobile stands, stands with bridges, stairs, cantilevered roofs, galleries, etc.) and constructions on the open-air exhibition grounds require approval.

Two-storey stand construction is permitted in the halls with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by MMI India. Approval for the two-storey stand depends on the position of the stand within the hall and the area it occupies. Stand drawings containing elevations and cross-sections, cutaway view, electricity layout, static test report or static load calculation, specification of construction must be submitted in duplicate to MMI's Operations Department for approval by the deadline specified, at the latest 8 weeks before stand assembly is to start.

For two-storey structure covering more than 30 sqm, exhibitors need to install sprinkler system on the ceilings of each storey. The structures of the stand cannot hang on the structures of the hall. It has to be attached to the hall structure.

In the case of infringement of any of the conditions specified here, MMI India is entitled to take action in accordance with the General Terms of Participation.

MMI India will erect partition walls only upon request and at the exhibitor's expense. Exhibitors will receive, in good time, the order form for these walls and further stand walls (height 2.50 m) with the Exhibitors' Manual.

#### b) On the open-air site

All structures to be set up in the open-air area exhibition grounds, require the prior consent of MMI India. Permission from the construction supervising authority must be obtained for building facilities, which exceed a roofed area of 50 m<sup>2</sup> or a height of 3.00 m.

Two-storey stand construction is permitted in the open-air site with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by MMI India. Approval for the two-storey stand depends on the position of the stand and the area it occupies.

The required application forms as well as plans of ground and upper floor, elevations, cross-sections, electricity layout and static calculations or test reports, specification of construction and material must be submitted to MMI India's Operations Department in due time, but at least 8 weeks before setup begins.

At the setup of facilities, especially buildings, all applicable regulations at the event site must be observed.

Attention must be paid to all existing supply pipes, foundations, distribution boxes, etc. during all setup work. Insofar as they are within individual stand areas, they must be accessible at all times. Stand structures may not be built nearer than 0.5 m to the border of neighboring stands unless MMI India gives written permission for this.

Construction elements, stand signboards and banners must be arranged so that there is no unreasonable nuisance to neighbours. Misleading company signs must be removed at the request of the trade fair management. For all construction work, allowance must be made for existing supply lines, distribution boxes, etc. Where these are located within individual stand areas, they must be accessible at all times. Any underground work may only be commenced after approval by MMI India's Operations Department. Exhibitors whose stands adjoin the enclosing fence of the trade fair grounds may not use the fence for their construction purposes. Use of the outside of the fence to carry advertising material is not permitted. Publicity balloons are not permitted on the trade fair grounds.

In the case of infringement of any of the conditions specified here, MMI India is entitled to take action in accordance with the General Terms of Participation.

#### B 8. Other regulations

All building structures on the trade fair grounds shall be executed in accordance with the legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads (apart from flags) from cranes is prohibited for safety reasons.

#### B 9. Technical installations

Applications for electrical installation, water, drainage, and telecommunications can be considered only if submitted in due time on the order forms available from MMI India. The precise terms of delivery and the connection fees are stated on these forms.

#### B 10. Restoration of the exhibition areas

All exhibition areas must be handed over to MMI India's Operations Department in their original condition by the stipulated date for completion of dismantling. At the end of the exhibition, exhibitors must remove from the site all the materials especially the double-sided carpet tape used from their stands by the respective timings stated in the "Operations Schedule".

MMI India is entitled to charge the exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at exhibitor's cost.

#### B 11. Use of equipment

Only cranes, fork-lift trucks and working platforms may be used that have been provided by the MMI India service partners responsible. In special cases, the consent of MMI India's Operations Department is required.

#### B 12. Transport of track-laying vehicles

Only track-laying vehicles with smooth track plates, that are also approved for public roadways, may be driven on the roads of the trade fair grounds. The transport of track-laying vehicles into the exhibition halls is permitted only with the express approval of MMI India's Operations Department. The exhibitor is fully responsible for any damage to road surfaces and hall floors.

#### B 13. Sales regulations

Direct sales and other services or deliveries made from the stand are not permitted.

Exhibited goods must not be delivered to purchasers until after the trade fair closes. Sales are permitted only to wholesalers, retail or trade customers.

#### B 14. Catalogue, Internet, Visitor Information

An official trade-fair catalogue, an Internet database and Visitor Information will be compiled for the trade fair. All exhibitors (including co-exhibitors, companies at joint stands and additionally represented companies) are included, with the name indicated in the application, in the alphabetical list of exhibitors in these media. The minimum entry contains the exhibitor's company name, hall and stand number in the alphabetical list of exhibitors. Exhibitors (including co-exhibitors and companies at joint stands) will be offered other entries, eg. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. MMI India assumes no responsibility for the correctness and completeness of the catalogue, Internet database and Visitor Information. The exhibitor is solely responsible for the permissibility under law – and particularly the law on competition – of any advertisement placed in the trade fair catalogue, the Internet database or the Visitor Information of MMI India at the instigation of the advertiser. Should third parties assert claims against MMI India on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold MMI India fully safeguarded against all claims asserted including all costs of any necessary defence in court on the part of MMI India. The same applies to exhibitor entries actuated by exhibitors in the trade fair catalogue, the Internet database or the Visitor Information of MMI India.

#### B 15. Workers' and exhibitors' passes

For the time in which the trade fair is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Registered sqm.	Passes:	Registered sqm.	Passes:
9 to 17	5	55 to 100	30
18 to 26	10	101 to 400	40
27 to 54	20	more than 400	maximum 50

The number of exhibitor's passes is not increased for co-exhibitors or additionally represented organisations. Additional exhibitors' passes are obtainable from the trade fair management and will be charged for. Exhibitors' passes are intended solely for stand personnel and must not be passed on to third parties.

Workers' passes for setting up and dismantling of stands are available in the numbers required and will be charged for. These passes are valid only during the time of setting up and dismantling and do not authorise the holder to enter the trade fair centre during the event. Workers' passes must not be passed on to unauthorised third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the exhibitor.

#### B 16. Circular letters

Once the stands have been allocated, exhibitors will be informed by circular of further details concerning preparation and organization of the trade fair.

#### B 17. Alterations

MMI India reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

November, 2008

**MMI India Pvt. Ltd.**

23, Deccan Court, S. V. Road, Bandra (West), Mumbai - 400 050. India.  
Tel.: +91-22-2645 2101/02/03, Telefax: +91-22-2651 6372  
Email: info@electronicindia.net or info@mmi-india.in

Bangalore International Exhibition Centre (BIEC),  
Bangaluru (Bangalore), India

**Application for registration of co-exhibitors or represented companies  
(to be filled in by main exhibitor)**

**MAIN EXHIBITOR**

**STAND NO. (if already known) COMPANY** | \_\_\_\_\_

| \_\_\_\_\_ | **CONTACT** | \_\_\_\_\_ | **Tel.** | \_\_\_\_\_

We hereby authorize the company below as co-exhibitor at our stand at electronica India 2009. The company has all technical and commercial documents necessary for the information of visitors concerning the exhibits on display. The exhibits correspond with the Index of Products and Services of electronica India 2009.

**CO-EXHIBITOR**

**ADDITIONALLY REPRESENTED COMPANY**

Company

| \_\_\_\_\_

Street, P.O. Box

| \_\_\_\_\_

City, Postal Code

| \_\_\_\_\_

Country

| \_\_\_\_\_

Area Code

Telephone

Fax

Member of the following trade associations:

| \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

E-mail

Website

| \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

Contact :  Mr.  Ms.

Position

Legal Representative (President, Chairman  
General Manager, etc.)

| \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

(1) Manufacturer  (2) Dealer  (3) Importer  (4) Distributor  (5) Service Company (multiple entries possible)

Headquarter of the parent company with full address and country:

Under which country would you like to be included in the statistics:  Headquarters  Branch Country \_\_\_\_\_

**INDEX OF PRODUCTS AND SERVICES**

**Components:**

- Semiconductors
- Sensors
- Relays, switches and interconnection technology
- Passive components
- Motors/drives
- Cables
- Assemblies and subsystems
- ED/EDA and test and measurement technology
- Displays
- Power supplies

The application fee is Rs.12,000/- net for each co-exhibitor admitted and will be charged to the main exhibitor. The minimum catalogue/Internet entry free of charge includes the company name, hall and stand number. Further services will be offered on a separate order form in the Exhibitors' Manual.

Place and Date

Company stamp and legally binding signature.

## Extract from the Terms of Participation A and B

### A 4. Co-exhibitors and additionally represented companies

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor.

If an exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract exists between MMI India and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment. This also applies to additionally represented companies if specified in the Special Terms of Participation B. The exhibitor must make this payment.

The amount can also be invoiced subsequently by MMI India.

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation A and B, the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies as if they were his own. If co-exhibitors make direct use of MMI India services, MMI India is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without MMI India's prior written consent.

### B 3. Co-exhibitors

Permission for co-exhibitors must be requested in writing. The registration fee is Rs.12,000/- or each co-exhibitor admitted.

## General Terms of Participation (A) TECHNICAL GUIDELINES (INDIA)

### A 1. Application

All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing the "Application" form and submitting it to MMI India Pvt. Ltd. (MMI) by the application deadline (see B1). With the application, exhibitors express to MMI India their serious interest in taking part in the event as exhibitors. All exhibits must be described precisely on the application form. Co-exhibitors and additionally represented companies must be named on the application form. The same particulars must be specified as for the exhibitor. Incomplete applications cannot be considered.

This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation.

### A 2. Eligible exhibits and exhibitors

The Participation Conditions A and B as well as the Technical Guidelines are accepted as legally binding with submission of application documents. The application of the exhibitor represents the contractual offer. The admission or rejection will be confirmed to the exhibitor in writing in due time. Admission cannot be transferred.

The contract between MMI India and the exhibitor is concluded with the admission. According to this contract, MMI India is authorized to assign a stand area to an exhibitor, which might deviate from the information in the registration unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if MMI India does not receive the exhibitor's rejection of the assignment of the stand area within one week. If an exhibitor rejects a stand area before the deadline and the assigned stand area is unacceptable for the exhibitor, the exhibitor can demand that MMI India assign him an acceptable stand area. If MMI India does not comply with the demand within an appropriate time period, the exhibitor can withdraw from the contract. The exhibitor does not have any more far-reaching rights. Exhibitors do not have a legal claim to admission unless such a claim results from the law. Exhibitors who have not fulfilled their financial obligations to MMI India, e.g., in respect of previous events, or have infringed the regulations governing the use of the event grounds, or the terms of participation, may be excluded from admission. MMI India is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfils the conditions for admission. Only declared and admitted articles shall be exhibited. MMI India has the right to remove any other exhibits at the exhibitor's risk and expense.

Hired or leased articles shall not be exhibited. MMI India is entitled to remove such objects at the exhibitor's risk and expense. An exception is made in the case of objects which are not part of the exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes). Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission. MMI India may exclude specific exhibition objects from the admission and link the admission with conditions. The exhibitor's reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission. Space will be allocated according to MMI India's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by MMI India at its own discretion, and not according to the order in which applications are received.

### A 3. Rental contract

The rental contract comes into force when MMI India has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning has been completed.

The allocation of the other stands, in particular of neighbouring stands, can change by the time the trade fair opens. MMI India is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations.

Exhibitors cannot make claims against MMI India because of such changes.

MMI India may also subsequently, ie, after the rental contract and the stand assignment have come into force, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the trade fair is oversubscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the trade fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against MMI India are excluded.

If exhibitors cannot use their stand space or are impaired in the use of their stand because they have infringed legal or official regulations or the Terms of Participation A and B or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay MMI India compensation for all damage caused by themselves, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

### A 4. Co-exhibitors and additionally represented companies

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries.

Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor.

If an exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies. Admission of the exhibitor does not mean that a contract exists between MMI India and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment. This also applies to additionally represented companies if specified in the Special Terms of Participation B. The exhibitor must make this payment.

The amount can also be invoiced subsequently by MMI India.

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation A and B, the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies as if they were his own. If co-exhibitors make direct use of MMI India services, MMI India is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without MMI India's prior written consent.

## A 5. Cancelling the contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed so much that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by MMI India. Otherwise, apart from the statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract. If the exhibitor states that he is withdrawing from the contract, this means – regardless whether he has the right to withdraw from the contract or not – that he is renouncing once and for all his intention to take part in the trade fair. If the exhibitor states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, MMI India is entitled to re-let the stand area or use it itself without being obliged to do so, even if the exhibitor has no right to withdraw from the contract. If the exhibitor has stated that he is withdrawing from the contract, although he has no right to do so, the exhibitor is obliged to pay the participation fee. However, MMI India must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; the exhibitor shall not have more far-reaching rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay 30% of the agreed participation fee as flat-rate compensation for expenses incurred by MMI India because the exhibitor has withdrawn from the contract without being entitled to do so and has thus, contrary to his duty, cancelled his participation in the trade fair. MMI India's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MMI India has sustained less damage.

MMI India is entitled to withdraw from the contract if the exhibitor fails to meet his financial obligations to MMI India on time, MMI India has extended the deadline by 5 days and this deadline for payment has not been met. This applies especially if the exhibitor is in default of payments for the down payment of 30% for the projected participation price. MMI India is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect MMI India's rights, objects of legal protection and interests and MMI India can no longer reasonably be expected to adhere to the contract. In the aforementioned cases MMI India is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. MMI India's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MMI India has sustained less damage.

## A 6. Force majeure, cancellation of the event

If MMI India is compelled, as a result of force majeure or other circumstances beyond its control (eg, failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against MMI India, in particular claims for damages. If MMI India cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for MMI India to hold the event, MMI India is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

## A 7. Participation fees

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (see Part B "Participation fees"). Each square metre or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like.

This first payment will be refunded if the applicant is not admitted to the trade fair, but will be forfeited if unilaterally the applicant withdraws totally from the undertaking. The exhibitor shall receive an invoice for the remainder of the participation price after stand assignment. Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Payment of the participation price as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area.

If exhibitors have ordered MMI India services, MMI India is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to MMI India. This applies in particular to obligations arising from previous events. Terms and conditions of payment are in accordance with the Special Terms of Participation (see Part B "Terms and conditions of payment"). MMI India reserves the right to enforce the lessor's lien, as permitted by law, in order to secure MMI India's claims arising from the rental. The exhibitor must inform MMI India at any time about the ownership of articles, which are exhibited or to be exhibited. If an exhibitor does not meet his financial obligations, MMI India can detain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. The legal provisions on the realization of the pledge are – as far as permitted by law – excluded. MMI India does not accept liability for damage to exhibits and stand fittings detained under this clause, unless MMI India is guilty of intent or gross negligence.

Upon special application by the exhibitor, the participation price and/or the payment for the admittance of co-exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or promise to pay the amount owed to MMI India, and MMI India must declare its agreement with such.

Should the exhibitor wish to have an invoice rewritten because the name, legal form or address of the recipient of the invoice has changed, the exhibitor is obliged to pay MMI India a sum amounting to Rs.2,000/- plus VAT for each change of invoice unless the details in respect of name, legal form or address of the recipient of the invoice were incorrect on the original invoice and MMI India was responsible for the incorrect details. The exhibitors should be ultimately responsible for failure of third party.

## A 8. Warranty

Complaints about any defects in the stand or exhibition area are to be made in writing to MMI India immediately on occupying the exhibition area, and at the latest on the last day for stand assembly, so that MMI India can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against MMI India.

## A 9. Liability and insurance

MMI India is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which MMI India, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grave breach of duty by MMI India, its legal representatives or employees. MMI India is also liable for any damage caused by grave breach of cardinal duties by MMI India, its legal representatives or employees. In these cases MMI India is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, at most, however, Rs.1,00,000 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special fund under public law. If the exhibitors are entrepreneurs, legal persons under public law or special funds under public law, MMI India is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the trade fair. The same applies to vehicles left on the trade fair grounds by exhibitors, their employees or representatives.

For his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and exhibitors and their exhibition articles or exhibition installations and equipment. Each exhibitor is obligated to take out suitable insurance with sufficient insurance coverage with an insurer registered in the Republic of India and to pay the premiums incurred (including insurance tax) in good time.

## A 10. Photography, filming, video recording, and sketching

Only persons authorised by MMI India and in possession of a valid MMI India pass may film, photograph, or make sketches or video recordings in the exhibition halls. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, MMI India can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside

normal opening hours and need special lighting require MMI India's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer.

MMI India is entitled to have photographs, drawings, films and video recordings made of events at the trade fair, of stands and exhibits, and to use them for advertising or general press publications.

## A 11. Catering, deliveries to stands

Only companies approved for the event grounds may supply exhibition stands with food, beverages and/or flowers. Deliveries to exhibition stands are only permitted with restrictions.

MMI India is authorized to allow deliveries to stands only at certain times.

## A 12. Intellectual property rights

MMI India expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, MMI India is entitled but not obliged to set up an Intellectual Property Complaint Office (IP Office) for each trade fair, whose purpose shall be to support exhibitors in cases of infringement of their IP rights by other exhibitors. If it is proved to MMI India, by presentation of a court decision, that an exhibitor has infringed the intellectual property rights of another exhibitor with the articles on display, printed papers, advertising materials, or otherwise, then MMI India is entitled, although not obliged, to remove from the offender's stand the exhibits, printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. MMI India is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against MMI India, unless the latter is guilty of gross negligence or wrongful intent.

## A 13. Exhibitors' passes

For the time in which the trade fair is held, the exhibitor receives a number of free exhibitors' passes as specified in the Special Terms of Participation. Any additional exhibitors' passes requested are charged for. All exhibitors' passes are numbered and the passes are not transferable. Exhibitors' passes must not be given away or sold to unauthorised third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the trade fair centre without corresponding authorisation from MMI India. Exhibitors' passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors.

## A 14. Assembly, staffing and dismantling of stand

The dates for assembly and dismantling, specified in the Special Terms of Participation, must be observed. Stands not occupied by the last day for assembly may be disposed of as MMI India sees fit.

Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes. If they break this rule, MMI India is entitled to demand a penalty of Rs.50,000.

MMI India is entitled to exclude from future trade fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the Terms of Participation, without prejudice to MMI India's right to cancel the contract in accordance with Section A 5 or to a claim for all costs thereby incurred by MMI India.

## A 15. Verbal agreements

All verbal agreements, individual and special arrangements are valid only with MMI India's written confirmation.

## A 16. Regulations for use

Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors are not permitted to spend the night in the halls or on the open-air grounds. Exhibitors must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event.

## A 17. Period of limitation, period of exclusion

All the exhibitor's claims against MMI India arising from the stand rental, and all legal proceedings in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls. Notwithstanding the provisions set out in Clause A 8, any complaints about invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

## A 18. Place of performance, applicable law

Bangalore shall be the place of performance, also for all financial obligations. Only the law of the Republic of India shall apply.

## A 19. Jurisdiction, arbitration agreement

The following shall apply to exhibitors incorporated in the Republic of India:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may bring an action at the court which has jurisdiction at the registered address of MMI India.

The following shall apply to exhibitors incorporated or with their principal place of business outside the Republic of India:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, the both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may submit the dispute to the Indian Council of Arbitration in accordance with its rules of arbitration procedure.

## A 20. Data protection

In compliance with data protection legislation, the person-related data of the exhibitor is processed and used for fulfilling the business purposes of MMI India as well as being forwarded to third parties in order to above all fulfill the purpose of the contract concerned.

## A 21. Severability Clause

Should the provisions set out in the Terms of Participation or Technical Guidelines be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected. In such a case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue in English.

As of November, 2008

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1. **Terms**
    - 1.1. It has been agreed by the Parties that the License Period would be divided into three phases and details of each phase are as follows:
      - 1.1.1. Setting-Up Phase, which will be from **5.9.2009 to 7.9.2009**, of the License Period;
      - 1.1.2. Exhibition Phase, which will be from **8.9.2009 to 11.9.2009**, of the License Period; and
      - 1.1.3. Dismantling Phase, which will be on **11.9.2009** the License Period.
  2. **Green Project**
    - 2.1. It has been agreed by the Exhibitors that it will undertake and carryout all the activities in strict consonance and adherence with the Environmental Policy of BIEC, as more appropriately described in *Annexure - I* of this Agreement.
  3. **Exhibitors**
    - 3.1. The Exhibitor shall submit a list of all exhibitors who shall use the Licensed Premises during and event, to MMI INDIA at least 4 weeks prior to the date of commencement of the event.
    - 3.2. The Exhibiting Company shall be held responsible to ensure that each and every exhibitor understands and complies with the provisions of this Agreement.
  4. **Rules of using Licensed Premises**
    - 4.1. That the Exhibitor shall keep and maintain the interiors, including all fittings, fixtures, etc belonging to BIEC/MMI INDIA/Contractors in good order and condition and will leave the same in as good as a condition as they were on the date of execution of this Agreement, ordinary wear and tear, damage by fire, acts of God, riots or other civil commotion, war, enemy action, being excepted. The Exhibitor shall further ensure that there are no loose wires, fittings which have been installed by the Exhibitor/Exhibitor during the term of this Agreement.
    - 4.2. The Exhibitor may, with the prior written consent of MMI INDIA, undertake to make very limited temporary changes to the Licensed Premises. In order to obtain such consent, the Exhibitor shall submit an application to MMI INDIA providing details of the proposed temporary change, the planned date of starting such work and other information that MMI INDIA may request.
    - 4.3. That the Exhibitor as per the approval provided by MMI INDIA, shall be entitled to erect fittings, fixtures, wooden partitions, cabins or make any such addition or alteration, as may be necessary for its use by the Exhibitor and at its own expense so as not to infringe any rules or regulations of the concerned authorities. Provide further that the Exhibitor shall upon vacating the Licensed Premises remove such fitting and restore the Licensed Premises to MMI INDIA in its original condition. If the Exhibitor fails to complete dismantling work on time and / or remove equipments, fittings, fixtures etc from the Licensed Premises on or prior to the expiry of the License Period, MMI INDIA shall have the right to remove such property from the Licensed Premises at the cost and risk of the Exhibitor.
    - 4.4. It is clarified that the pavements, roads, squares, elevators, escalators, corridors and staircases are property of MMI INDIA and shall not be obstructed by the Exhibitor or utilised for any purposes other than entry or exit from the Licensed Premises. The Exhibitor hereby agrees not to, without the prior permission of MMI INDIA, leave any objects on/around the entrance of the Licensed Premises, staircases, entry/exits or other common areas of the Licensed Premises and/or Complex.
    - 4.5. The Exhibitor hereby agrees and undertakes not to make any permanent changes to the Licensed Premises or any part thereof.
    - 4.6. MMI INDIA may, at any time, without any liability whatsoever, suspend or revoke any consent or approval previously granted to the Exhibitor, for any reason whatsoever, including but not limited to, if the work involves excessive disturbance to other Exhibitors or users, or if such work interferes with the substance, structure, façade or appearance of the buildings in the Complex.
    - 4.7. MMI INDIA may from time to time, issue additional rules and regulations related to usage of the Licensed Premises. The Exhibitor agrees to be bound by any such rules and regulations, to the extent that the said rules and/or regulations are not contrary to the provisions of this Agreement.
    - 4.8. MMI INDIA shall at all times during the License Period, have the right, without any prior notice to the Exhibitor to enter the Licensed Premises for whatsoever reason, including but not limited to making inspection, repairs or maintenance of the premises, or to show the Licensed Premises to prospective Exhibitors, exhibitors or others.
  5. **Exhibition/Event**
    - 5.1. MMI INDIA will make the Licenced Premises available to the Exhibitor from 09:00 hrs to 22:00 hrs during each day of the setting up and Dismantling Phase. Any extension beyond the aforesaid time limits shall only be with the prior permission of MMI INDIA and on such terms and conditions, including adequate additional consideration, as may be mutually agreed.
    - 5.2. The opening hours during the Exhibition Phase (hours of access for guests and public to the Licensed Premises) shall be from 10:00 hrs till 18:00 hrs during each day of the event. The exhibitors however shall be allowed to use the Licensed Premises from 09:30 hrs to 18:00 hrs each day of the event.
  6. **Basic Services**
    - 6.1. The License Fees includes the following services:
      - 6.1.1. Copies of Layout Plans of the Licensed Premises to be provided to Exhibitors:
      - 6.1.2. General security of the premises.
      - 6.1.3. General lighting inside and outside the halls.
      - 6.1.4. Sanitary facilities during all the 3 phases.
      - 6.1.5. Staff on duty at the facility including hall manager, electrician & plumber.
      - 6.1.6. Generally available electrical terminals during assembly and Dismantling Phase.
  - 6.2. The exhibition halls shall be equipped with air-cooling facilities and lighting & power connections to stands shall be provided from the floor ports available in the halls and power consumption on actual usage is chargeable as per the rate card.
7. **Responsibility & Security**
    - 7.1. The general security in the Licensed Premises will be provided by MMI INDIA and security personnel shall work under the supervision and administration of MMI INDIA exclusively. It is clarified that the Exhibitor shall be responsible for security of the Licensed Premises throughout the License Period and shall at its own expense hire adequate additional security personnel and equipment from MMI INDIA in consultation with MMI INDIA to ensure that the Licensed Premises have adequate security.
    - 7.2. The Exhibitor shall be fully responsible and liable for any injury to or death of any person in the Licensed Premises during the License Period, or for any loss, injury or damage that may be caused to:
      - 7.2.1. the Licensed Premises or the Complex; or
      - 7.2.2. any goods, exhibits, or other objects thereon irrespective to whom such goods, objects or equipment may belong.
    - 7.3. The Exhibitor hereby agrees to ensure that for the duration of the License Period, the Exhibitor and their respective employees, agents, representatives, guests, consultants and other personnel in the Licensed Premises shall carry, at all times while they are inside the Complex, identity cards prepared by the Organiser, allowing them entry to the Complex, including the Licensed Premises.
  8. **Advertising**
    - 8.1. It has been agreed by the Exhibitor that any advertising outside stands is subject to charge and shall require permission of MMI INDIA. Failure to take such permission will result in the advertising being removed at the cost and risk of the Exhibitor.
    - 8.2. The Exhibitor should ensure that any advertisements, in particular optical or acoustic, should not pose any danger to public safety and order and must not cause any disturbance.
  9. **Organisation of work during the setup**
    - 9.1. The Exhibitor shall be solely responsible for the number and quality of technical staff as may be required for efficient functioning of the exhibition/event. However, upon receiving a written request from the Exhibitor, MMI INDIA may organize additional work and technical services as requested by the Exhibitor provided that 30 days notice is provided to MMI INDIA. If any unusual services, including higher power connections are needed, or presentation of exhibits requires special permissions or requires extra space, or there are any other individual requests, the Exhibitor should notify MMI INDIA as early as possible, but not later than 20 days prior to the requirement of such services or approvals. A delayed notice may result in such requests not being met by MMI INDIA. The MMI INDIA may at its sole option refuse any such unusual services requested by the Exhibitor without incurring any liability, in case MMI INDIA is not in a position to provide such services due to its limitation such as lack of space and power for running heavy machinery.
  10. **Technical and organisational conditions for building stands**
    - 10.1. During the Setting-Up and Dismantling Phase of the License Period the Exhibitors may only carry out necessary set-up activities and final retouching activities, while at the Licensed Premises.
      - 10.2. The Exhibitors shall ensure that it shall not:
        - 10.2.1. Undertake any substantial activities or work of a basic and fundamental nature, including carpentry, painting etc, needed for the preparation of stands. No welding, wood / plaster polishing and other flame / dust inducing work shall be undertaken on the stands while at the Licensed Premises;
        - 10.2.2. Only use such tapes, which do not leave any glue or permanent marks on the floor, to fix floor carpets. No glue or adhesive shall be used for fixing carpets.
    - 10.3. If the Exhibitors infringe any of the provision of this Agreement, MMI India has the right to suspend any setting-up activities of the Exhibitor, till such time as such breach / infringement is rectified.
    - 10.4. It has been agreed by the Exhibitor that the stands together with the equipment, exhibits and advertising display shall be set-up in such a manner as not to create any danger to public safety and order, in particular to lives and health of persons present in and around the Complex.
    - 10.5. During the Setting-Up and Dismantling Phase of the License Period, the Exhibitors shall not be allowed access to the power network in floor ports and in walls of the Licensed Premises. All necessary connections shall be performed by MMI INDIA employees or their authorised contractors.
    - 10.6. The Exhibitor agrees to ensure that frissons, marquees, flags, stand markings, exhibit signs and trade mark signs shall not cross over the allocated exhibition space and agreed stand height or block any passages and exits to, or from the Licensed Premises and / or the Complex. The Exhibitor shall not attach any elements of stand decoration, advertisements, flags etc, to the hall construction (ceiling, walls, railings, columns, windows, etc.) without prior written consent of MMI INDIA.
    - 10.7. During the License Period, the Exhibitor shall dispose all rubbish and empty packages from the Licensed Premises and the surrounding areas, failing which MMI INDIA will remove / dispose such items at the cost and risk of the Exhibitor. The Exhibitor during the License Period shall ensure that the Licensed Premises and the surrounding area in clean and hygienic condition. All cleaning activity during the exhibition shall be undertaken before and after the public hours.
    - 10.8. The Exhibitor hereby agrees that any loading/ unloading of goods using cranes, fork-lifts, working platforms for construction and dismantling shall, for safety reasons, be undertaken only through a service provider authorised by MMI INDIA. In the event, the Exhibitor intends to use mechanical equipment by service provider(s) other than those authorised by MMI INDIA, a prior written consent must be obtained from MMI INDIA.
  11. **Exhibits**
    - 11.1. The Exhibitor agrees that motor vehicles or other equipment with combustion engines shall be exhibited in the Licensed Premises only if they comply with fire regulations. The Exhibitor shall provide to MMI INDIA all information in relation to technical parameters and other exhibit features, which are, or may be, dangerous in nature.
    - 11.2. The Exhibitor agrees that prior written permission of MMI INDIA shall be required in order to exhibit moving equipment.
  12. **Additional Restrictions**
    - 12.1. Smoking shall not be permitted in or around the Complex. The Exhibitor hereby undertakes to ensure strict compliance with the 'No Smoking' policy and accepts full responsibility for any loss or damage caused by or resulting from breach of the 'No Smoking' policy.
    - 12.2. The Exhibitor hereby acknowledges that alcohol consumption in Complex is allowed only in the designated places like 'Bars'. The Exhibitor hereby agrees to ensure that no alcohol is consumed in the Licensed Premises other than in Bars. The Exhibitor further agrees that it is forbidden to bring alcohol into the Complex and / or the Licensed Premises.
  13. **Fire Policy**
    - 13.1. The Exhibitor during the term of this Agreement shall abide by the Fire Policy of BIEC as provided in *Annexure - II*.
  14. **Hazardous materials and health & safety regulations**
    - 14.1. The Exhibitor during the term of this Agreement shall abide by the hazardous material and health & safety regulations of BIEC as provided in *Annexure - III*.

## 15. Accountability and Insurance

- 15.1. The Exhibitor hereby agrees to be fully accountable for any damage, injury or loss caused and / or suffered by its employees, agents, visitors, guests, contractors or third party during this Agreement.
- 15.2. MMI INDIA shall not be liable for any actions from any action of third parties, who provided services to the Exhibitor during the Agreement.
- 15.3. The Exhibitor hereby agrees to take a comprehensive insurance policy for any possible damage, injury or loss caused and/or suffered by its employees, agents, visitors, guests, contractors or third party. The insurance policy must also cover damage to property, goods, and Licensed Premises besides protecting people from any loss/injury due to any event whether manmade or natural. In case exhibitor takes separate policy for protecting their employees, property and goods from any injury/loss/damage, the Exhibitor shall be solely liable for any loss occurred to any property or goods and any injury incurred to any employee.
- 15.4. The Exhibitor shall maintain, or cause to be maintained, in full force and effect for the term of the Agreement insurance policies as to appropriately insure the performance of the Exhibitor's obligations under the Agreement. Such insurance policies will contain the following endorsements:
  - 15.4.1. MMI INDIA is named as an additional party insured on liability coverage with respect to the performance of the obligations of the Exhibitor.
  - 15.4.2. The interests of MMI INDIA shall not be invalidated by any breach of warranty by the insured.
  - 15.4.3. That the insurer waives its subrogation rights against MMI INDIA
- 15.5. Certificates of Insurance shall be delivered to MMI INDIA evidencing compliance with the insurance terms of the Agreement. All of the above insurance shall be written through a company or companies reasonably satisfactory to MMI INDIA, and the Certificates of Insurance shall be of a type that unconditionally obligates the insurer to notify MMI INDIA in writing at least thirty (30) days in advance of the effective date of any material change in or cancellation of such insurance.

## 16. Arbitration

- 16.1. The Parties hereby agree that they intend to discharge their obligations in utmost good faith. They, therefore, agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion. If within **Seven (7)** days of the commencement of the discussions the dispute is not resolved the dispute shall be referred to arbitration subject to following provisions:
  - 16.1.1. There shall be a sole arbitrator nominated jointly by the Parties, failing agreement for appointment there shall be three arbitrators, one each nominated by MMI INDIA and Exhibitor and the other chosen by the two arbitrators so nominated (who shall be persons of professional repute and who are not directly or indirectly connected with the parties) whose appointment shall be agreed between the parties within **Seven (7)** days of the service of an arbitration notice;
  - 16.1.2. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law;
  - 16.1.3. All hearings shall be held in **Bangalore** and the language of the arbitration shall be in English;
- 16.2. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act of 1996.

## 17. Governing Law and Jurisdiction

- 17.1. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of the State of Karnataka without regard to the conflict of law provisions.
- 17.2. In relation to any legal action or proceedings to enforce this Agreement, the Parties irrevocably submit to the exclusive jurisdiction of the Courts situated in Bangalore and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

## 18. Miscellaneous

- 18.1. No waiver: Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by that Party of that or any other right, remedy or power.
- 18.2. *Force Majeure Clause:* Neither Party shall be liable to the other for any failure of performance hereunder, which is due to an act of God, act of terrorism, civil commotion/ disturbance, flood, fire, explosion, earthquake or any enactment, rule or law or governmental action or an event beyond the reasonable control of the Parties or any other act being deemed an event of force majeure. In case of exhibition(s) or an event is disrupted, prior to its holding or during the event due to any Government Action, communal rights, etc., the force majeure clause shall be applicable. In case an event is not permitted to happen because of force majeure, Exhibitors shall pay any amount due to MMI INDIA towards the license fee of the space blocked as per the agreement. Where such force majeure continues for a continuous period during the Agreement, which may result in cancellation of an event by MMI INDIA then MMI INDIA shall refund to the Exhibitor only the proportional amount of the money received from the Exhibitor. In these events, only some portions of the security deposit and fees already taken shall be refunded. MMI INDIA shall not be liable for any other compensation.
- 18.3. *Partnership:* Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture or an association of persons or a body of individuals or any other entity of like nature between any of the Parties hereto and none of them shall have any authority to bind the other in any way.
- 18.4. *Entire Agreement:* This Agreement constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior Agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced into writing and signed by or on behalf of each Party.
- 18.5. *Severability:* In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation or if for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

### ENVIRONMENTAL POLICY OF BIEC (Annexure - I)

Environmental issues were of prime concern while designing the project components. This is the first ever project of this nature attempting a Gold/Silver rating from the US Green Building Council.

- Maintained the natural contour of land to the extent possible
- Used 50% fly ash in concrete mixture in 80% of the structure thus made use of an environmentally unfriendly waste material, saved burning of fossil fuel as well as reduced contribution to CO<sub>2</sub> emission.
- Planned extensive rain water harvesting, and zero discharge of waste water through the principle of three Rs
- CFC free air conditioning and water based adiabatic air cooling. Eco-friendly material and energy conservation methods including CO<sub>2</sub> monitoring
- Extensive greening planned of entire complex
- Area must be maintained as smoke free Zone
- Disposing of waste material except the designated place should be discouraged
- Use of environmentally hazardous material within the premises are prohibited

- The exhibitor is responsible for the proper and environmentally acceptable disposal of waste that he produces during the show as well as during the construction and dismantling of his stand.
- Exhibitors should only use recyclable materials and / or materials that are not damaging to the environment, for stand construction and stand operation purpose.
- The exhibitor is responsible for ensuring that the recyclable and non-recyclable waste is properly separated for disposal.

### FIRE POLICY (Annexure - II)

The Organiser is obliged to abide by the following rules:

- a. BIEC will indicate the fire zones for permanent structures and the surrounding open space.
- b. The distance between fire zones shall be at least 10 meters apart.
- c. Flammable structures located in the open space next to glass partitions/ walls should be at the distance not less than 5 meters apart.
- d. Trade and service structures should not exceed an area of 1000 sqm; the distance between each of them shall be at least 10 meters apart.
- e. Stands larger than 150 sqm. or longer than 20 meters must have at least 2 independent entrances, preferably located on two different sides.
- f. Designated communication and evacuation pathways must be clear at all times. Parking of vehicles or depositing anything in these places is not allowed, failing which they will be removed at the cost of the Organiser.
- g. All fire equipment (fire extinguishers, fire alarm push buttons, hydrants, fire detectors), common telephones, evacuation exit doors and their signs must be visible and accessible at all times.
- h. In specific cases where the above conditions cannot be met, written permission has to be obtained from BIEC.

The Exhibitor further acknowledges that the following activities shall be forbidden at the Complex and/ or the Licensed Premises:

- a. to use open fire in the Licensed Premises or any part thereof and/ or in the open space.
- b. to smoke
- c. to store outside the stands any packages, papers and other fire hazardous materials
- d. to block access to power switching stations, hydrants, hand fire-fighting equipment, fire alarm push-buttons, electric power switches etc.
- e. to block fire access roads leading to or from the Licensed Premises, passages, evacuation exits and communication pathways
- f. to stock and store flammable materials and to use flammable material or materials that can form explosive compounds, as cleaners.
- g. to leave machines or any technical equipment not clanked from liquids, dust, lubricants, oils and production waste after work or demonstration.
- h. to leave greased or oiled rags, cleaners and substances, without proper safeguard, interaction of which may result in self-ignition or explosion.
- i. to use balloons filled with combustible gas
- j. to bring in and use any combustible gas cylinders without prior permission of MMI INDIA.
- Vehicles or any other equipment with combustion engines may be exhibited in pavilions only after the fuel tank is closed and the battery is permanently disconnected.
- The Exhibitor should ensure that equipment whose surface temperatures can go above 100 degrees Celsius are placed at a safe distance from walls and other flammable materials.
- The Exhibitor should also ensure that users of any equipment running on electricity or combustible gas do not undertake any repairs or modifications on such equipment themselves while at the Licensed Premises. It is further forbidden:
  - a. to use defective electrical or gas installations in or around the Licensed Premises
  - b. to use electrical or gas installations different to those agreed in the Complex's plans.
  - c. to leave unattended electrical equipment like heaters, cookers, irons, kettles etc. connected to power. Furthermore every user is obliged to disconnect power supply to their respective stands at the end of each day, throughout the License Period.
  - d. to place heating equipment on flammable base and
  - e. to cover light bulbs and other lighting points with flammable material.
- The Exhibitor should ensure that only non-flammable, slow burning or fire resistant materials are used for building stands. It is forbidden to use materials that explode while burning.
- The Exhibitor agrees not to organise any pyrotechnical shows on or near the licensed premises.
- The Exhibitor should ensure not to undertake or allow any exhibitor to undertake any activity that may reduce the fire safety conditions at the Complex or the Licensed Premises. If a specific exhibition/ event may create a fire hazard, it is the Exhibitors' responsibility to provide extra fire protection in consultation with MMI INDIA.
- The Exhibitor should ensure that the stand building contractors are obliged to:
  - a. strictly observe the fire precautions set forth herein and any other specific regulations in this matter prescribed by MMI INDIA in future.
  - b. Acquaint themselves with placement of and use of hand firefighting equipment, fire alarm switches, indoor and outdoor hydrants.
  - c. Comply immediately with any orders/ directions of MMI INDIA regarding the fire safety of stands.
- The Exhibitor agrees to immediately inform MMI INDIA of any fault or irregularity in any fire safety equipment.
- In case of fire on the licensed premises or the Complex, the local fire department should be informed immediately. In such an event, the directions of the representative of MMI INDIA in charge of fire extinguishing and rescue work must be strictly complied with until the personnel of the fire department arrive and take over command.

### HAZARDOUS MATERIALS AND HEALTH & SAFETY REGULATIONS (Annexure - III)

- The Exhibitor undertakes to seek permission for the use of any equipment that emits ionizing radiation (radioactive, X-rays) in exhibition conditions on the licensed premises must be obtained from the Government Department for Nuclear Safety and Radiation Protection.
- The Exhibitor agrees not to use any laser equipment without obtaining the prior written permission of MMI INDIA.
- The Exhibitor agrees not to, nor allows exhibitors to dispose of waste material hazardous to health and environment (including oils, emulsions, acids, fats, varnishes, batteries, solvents, lubricants, paints etc.) together with other waste via drains. Such hazardous waste must be disposed of at the Organizer's expense.
- The Exhibitor shall bear all responsibility for the health and safety of its personnel working in the Licensed Premises and for any accidents that result from lack of supervision or negligence of health and safety requirements during the License Period.
- Machines, engines, apparatus and other equipment may only be started if they are equipped with safety features, especially with screens and barriers preventing unauthorized access. Any machine or equipment which does not meet safety requirements must not be started or operated by unauthorised personnel.
- A special area must be allocated and safeguarded for demonstrating machines or other moving equipment.
- Accessible glass edges must be sanded down to eliminate the risk of injury.
- Statutory Indian Health and Safety regulations, which should be observed by the Exhibitor in the Licensed Premises.
- Materials and waste may not be brought onto the exhibition centre unless there is direct connection with trade show activities, including stand construction and dismantling.
- MMI India must be notified immediately of any environmental damage or pollution that occurs (eg. Resulting from petrol oil, solvents or paints, etc).