

Exhibitor application form – Online and hybrid participation

Company

Street, P.O. Box

City, postal code

Country

Area code

Telephone

Fax

E-mail

Contact:

Mr.

Ms.

Position

**Early Bird prices
before 17th September 2021**

Member of the following trade associations:

Website

GST No of your company

Manufacturer Dealer Importer Distributor Service company (multiple entries possible)

Headquarter of the parent company (address, 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

Contact

Address

Telephone

E-mail

Participation category	Basic online participation	Premium online participation	Hybrid participation (Onsite + Online)
(✓) Tick the appropriate package	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Early Bird until 17 September	FREE	€ 475 / INR 37,500	€ 1,625 / INR 95,000
Full price after 17 September	FREE	€ 525 / INR 42,000	€ 1,790 / INR 105,000
Features	<ul style="list-style-type: none"> ✓ Company details ✓ 1 product listing ✓ 1 login id ✓ Smart analytics dashboard: <ul style="list-style-type: none"> - Product views - Brochure download - Likes 	<ul style="list-style-type: none"> ✓ Company details ✓ 5 product listings ✓ 4 login ids ✓ Smart analytics dashboard: <ul style="list-style-type: none"> - Product views - Brochure download - Likes - Visitor details ✓ Live interaction with online visitors ✓ Business enquiries from buyers ✓ Pre-fixed meetings 	<ul style="list-style-type: none"> ✓ All online premium benefits <li style="text-align: center;">+ ✓ Live interaction with online <u>and</u> onsite visitors <li style="text-align: center;">+ ✓ 6 m² shell scheme ✓ 1 laptop with internet connection ✓ 1 trained service staff ✓ Business card collection ✓ Distribution of printed collaterals

Important notes

- The online platform will be available pre-show (13–15 December 2021), show days (16–18 December 2021) and post show (19–23 December 2021).
- In case of cancelling the online participation (premium), a minimum of 50% of the participation fee is payable. Please refer to clause A4 of the 'General terms of participation (A) ONLINE' for more details.
- In case of cancelling the hybrid participation. Please refer to clause A5 of the 'General terms of participation (A) ONSITE' and clause A4 of the 'General terms of participation (A) ONLINE' for more details.

The attached 'General terms of participation (A) ONLINE', Special Terms of Participation (B) ONLINE, Consent terms, General Terms of Participation (A) ONSITE and ONSITE TECHNICAL GUIDELINES (Bengaluru) are recognized as legally binding in all parts. Please note the cancellation conditions under A5 of General Terms of Participation (A). Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of Messe Muenchen India in respect of the above trade fair.

Place : _____ Date: _____

Company stamp & signature:

Exhibitor application form – Online and hybrid participation Index of products and services (1/2)

Important: mandatory attachment to the MatDispens 2021 application form

We shall be presenting exhibits and/or services, which belong to the following product group(s) in the MatDispens 2021 product index. This information is necessary for correct space allocations.

Main product groups/clusters:

If items from several main product groups are exhibited, please indicate where the emphasis lies:

Materials		Equipment	
1	Adhesives and Sealants	3	Dispensing and Dosing Systems
<input type="checkbox"/>	1.1 Resins	<input type="checkbox"/>	3.1 Fluid Dispensers, Hot melt application systems
<input type="checkbox"/>	1.2 Cyanoacrylates	<input type="checkbox"/>	3.2 Dosing Pumps
<input type="checkbox"/>	1.3 Hot-melt	<input type="checkbox"/>	3.3 Metering & monitoring equipment
<input type="checkbox"/>	1.4 Anaerobic	<input type="checkbox"/>	3.4 Consumables and accessories – Syringes, cartridges, needles, barrels, nozzles, tips
<input type="checkbox"/>	1.5 Pressure Sensitive		
<input type="checkbox"/>	1.6 Conductive Adhesives	4	Related equipment
<input type="checkbox"/>	1.7 Epoxy	<input type="checkbox"/>	4.1 UV Light Curing equipment
<input type="checkbox"/>	1.8 Polyurethane PU	<input type="checkbox"/>	4.2 Heat Curing
<input type="checkbox"/>	1.9 Silicones	<input type="checkbox"/>	4.3 Drying machines
<input type="checkbox"/>	1.10 Accelerators, Primers and Activators	<input type="checkbox"/>	4.4 Mixing systems
		<input type="checkbox"/>	4.5 Spraying Systems
		<input type="checkbox"/>	4.6 Filling Systems
2	Adhesive Tapes	5	Dispensing Automation
<input type="checkbox"/>	2.1 Bonding and Masking Tapes	<input type="checkbox"/>	5.1 Automated Dispensing Systems
<input type="checkbox"/>	2.2 Thread Sealing	<input type="checkbox"/>	5.2 Dispensing robots and attachments
<input type="checkbox"/>	2.3 Packaging	<input type="checkbox"/>	5.3 Servo Controllers, PLC
<input type="checkbox"/>	2.4 Electrical Insulation	<input type="checkbox"/>	5.4 Touchscreen HMI
<input type="checkbox"/>	2.5 Electrostatic Discharge Tapes	<input type="checkbox"/>	5.5 Vision Inspection Systems
		<input type="checkbox"/>	5.6 System Integrators

Which sectors do you supply?

- | | |
|--|---|
| <input type="checkbox"/> Automotive | <input type="checkbox"/> Electric Vehicles |
| <input type="checkbox"/> Battery Manufacturing | <input type="checkbox"/> Aerospace |
| <input type="checkbox"/> Display Screens Manufacturing | <input type="checkbox"/> LED / Lighting manufacturing |
| <input type="checkbox"/> Packaging | <input type="checkbox"/> Medical and Hygiene industry |
| <input type="checkbox"/> Wind & Solar | <input type="checkbox"/> Electronics assembly & manufacturing |

Place : _____ Date: _____

Company stamp & signature:

Exhibitor application form – Online and hybrid participation Index of products and services (2/2)

Important: mandatory attachment to the MatDispens 2021 application form

Top 5–Target companies

Please indicate here, which companies you would like to connect with:

Target department/s

Please indicate here, which is/are your target department/s (sourcing, design etc.):

Place : _____ Date: _____

Company stamp & signature:

General Terms of Participation (A) ONLINE

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 Messe Muenchen GmbH (Messe München). Messe München is entitled and authorized by Messe Muenchen India to act and invoice on behalf of Messe Muenchen India. With the application, exhibitors express to Messe Muenchen India their serious interest in taking part in the event as exhibitors. All exhibits must be described precisely on the application form. Incomplete applications cannot be considered.

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 Messe Muenchen India and the exhibitor is concluded with the admission. According to this contract, Messe Muenchen India is authorized to assign an online space 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 Messe Muenchen India does not receive the exhibitor's rejection of the assignment of the online listing within one week. 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 Messe Muenchen 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. Messe Muenchen India is entitled to withdraw from the contract or to terminate the contractual relationship forthwith 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. Messe Muenchen India has the right to remove any other exhibits at the exhibitor's risk and expense. Hired or leased articles shall not be exhibited. Messe Muenchen 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). Space will be allocated according to Messe Muenchen India's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by Messe Muenchen India at its own discretion, and not according to the order in which applications are received.

A 3. Online Rental contract

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 online rental contract comes into force when the organizer has notified the exhibitor in writing that he is admitted. This generally occurs when the listing has been confirmed by both sides. According to this contract, the organizer is authorized to assign an online listing to an exhibitor, which might deviate from the information in the application unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if the organizer does not receive the exhibitor's rejection of the assignment of the stand area within one week.

A 4. Cancelling the contract

If the online listing 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 online rental contract within one week of receiving written notification by Messe Muenchen India or Messe München. 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 online trade fair, 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. In addition, the exhibitor must pay 50 % of the agreed participation fee as flat-rate compensation for expenses incurred by Messe Muenchen 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 online trade fair. Messe Muenchen India's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that Messe Muenchen India has sustained less damage. Messe Muenchen India is entitled to withdraw or to terminate the contract if the exhibitor fails to meet his financial obligations to Messe Muenchen India on time, Messe Muenchen India has the right but not the obligation to extend the deadline by five (5) days and this deadline for payment has not been met. Messe Muenchen India is also entitled to withdraw or to terminate the contract if the exhibitor neglects his duty arising from this contract to respect Messe Muenchen India's rights, objects of legal protection and interests and Messe Muenchen India can no longer reasonably be expected to adhere to the contract or if the exhibitor fails to comply with rules and regulations as required for his performance of the contract under this document. In the aforementioned cases Messe Muenchen India is entitled not only to withdraw or to terminate the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. Messe Muenchen India's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that Messe Muenchen India has sustained less damage. Following issued acknowledgement, a compensation shall be charged when the exhibitor withdraws from the contract:

Earlier than 2 weeks before the show - 50% of the participation fee
Within 2 weeks before the show - 100% of the participation fee

A 5. Force majeure, cancellation of the event

If Messe Muenchen India is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), 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 Messe Muenchen India, in particular claims for damages. If Messe Muenchen 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 Messe Muenchen India to hold the event, Messe Muenchen India is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

A 6. Participation fees

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (see part B "Participation fees"). The applicant shall be invoiced for 100 % of the projected participation price shortly after receiving his written admission confirmation. This payment will be refunded if the applicant is not admitted to the online expo, but will be forfeited if unilaterally the applicant withdraws totally from the undertaking. Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices.

A 7. Complaint

Complaints about any defects in the space or exhibition platform are to be made in writing to Messe Muenchen India immediately, so that Messe Muenchen India can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against Messe Muenchen India

A 8. Liability and insurance

Messe Muenchen India shall only be liable for any direct damage caused to the exhibitor for any gross negligence, fraud or misrepresentation of Messe Muenchen India or its employees or legal representatives and in no case shall Messe Muenchen India be liable for any indirect or consequential damage suffered by the exhibitor. Not with standing anything contained herein, Messe Muenchen India's liability towards any exhibitor shall be capped at INR 1,00,000 only. 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 9. Intellectual property rights

Messe Muenchen India expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, Messe Muenchen India is entitled but not obliged to set up an Intellectual Property Complaint Office (IP Office) for each online expo, whose purpose shall be to support exhibitors in cases of infringement of their IP rights by other exhibitors. If it is proved to Messe Muenchen 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 Messe Muenchen India is entitled, although not obliged, to remove from the offender's online listing 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. Messe Muenchen 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 Messe Muenchen India, unless the latter is guilty of gross negligence or wrongful intent. Without Prejudice to the generality of clause the exhibitor agrees to indemnify and keep indemnified Messe Muenchen India from and against any action, liability, penalty, prosecution, cost charges, expenses, damages or claim of whatsoever nature arising from or resulting from the infringement or violation of the Intellectual Property Rights of any third party/other exhibitor by the exhibitor

A 10. Verbal agreements

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

A 11. Regulations for use

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 12. Period of limitation, period of exclusion

All the exhibitor's claims against Messe Muenchen India arising from the participation in the online expo, and all legal proceedings in connection therewith lapse after a period of six months, unless permitted by applicable laws. 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, any complaints about invoices are to be made in writing within a period of 14 days following receipt of the invoice concerned failing which the complaints relating to invoices shall not be entertained by Messe Muenchen India and the invoices shall be payable as is.

A 13. Place of performance, applicable law

Mumbai shall be the place of performance and also for all financial obligations. Only the law of the Republic of India shall apply. This applies even in case of termination or withdrawal of any contractual relationship

A 14. Jurisdiction, arbitration agreement

The following shall apply where the exhibitor is 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 the parties submit to the exclusive jurisdiction of courts and tribunals of competent jurisdiction in Mumbai. The following shall apply where the exhibitor is incorporated or with their principal place of business outside the Republic of India: Any dispute, controversy, claim or disagreement of any kind whatsoever between or among the parties in connection with or arising out of this agreement or the breach, termination or invalidity thereof (hereinafter referred to as a "dispute") shall be referred to and finally settled by arbitration. The arbitration shall be conducted in Mumbai in accordance with the Rules of Arbitration of the Indian Council "IMC" (the "rules"), which, as modified from time to time, are deemed to be incorporated by reference into this section (provided that, in the event of any conflict between the rules and the provisions of this clause, the latter shall prevail) All arbitration proceedings shall be conducted in the English language. The arbitration shall be conducted by a panel of three (3) arbitrators consisting of one (1) arbitrator appointed by Messe Muenchen India, one (1) arbitrator appointed by the exhibitor and the third arbitrator appointed by the aforesaid two appointed arbitrators. The seat of the arbitration shall be in Mumbai. The award rendered by the arbitrators shall be in writing and shall not make such decisions on the basis of the principle of ex aequo et bono or as amiable compositor. The arbitrators shall set out the reasons for their decision. The award shall allocate or apportion the costs of the arbitration as the arbitrators deem fair. The parties agree that the arbitration award shall be final and binding on the parties. This applies even in case of termination or withdrawal of any contractual relationship. In India, subject to the provisions of arbitration above, (A) with respect to any challenge, direct or indirect, to the arbitration ("Proceedings"); and (B) for the purpose of enforcement of the arbitral award; the courts and tribunals of competent jurisdiction at Mumbai shall have exclusive jurisdiction.

Place : _____ Date: _____

Company stamp & signature:

General Terms of Participation (A) ONLINE

Special Terms of Participation (B) ONLINE

A 15. 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 Messe Muenchen India as well as being forwarded to third parties in order to fulfil the purpose of the contract concerned. The exhibitor by agreeing to these terms of participation hereby represents and warrants that it has read and understood the data privacy policy of Messe Muenchen India ("Data Privacy Policy") and hereby consents to use of its person-related data in accordance with the data privacy policy of Messe Muenchen India.

A 16. 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.

A 17. Authority

The exhibitor warrants that it has full power and capacity and authority to sign the "Application form".

A 18. Legal compliance

The exhibitor warrants that it is in compliance with the Indian laws at the time of signing the "Application form" and shall comply with Indian laws at all times while performing its activity while participating in an event. The exhibitor is not restricted by any judgment, injunction, order, decree or award from signing the "Application form" and performing activities under this event.

A 19. Indemnification

The exhibitor agrees to indemnify and keep indemnified Messe Muenchen India, its employees and agents from and against any action, liability, penalty, prosecution, notices, fines, investigation, cost, charges, expenses, damages or claim of whatsoever nature arising out of or resulting from any act attributable to the exhibitor, its employees and agents, involving (a) any loss, damage, destruction or injury to any property whether real or personal of Messe Muenchen India, its employees and agents; (b) any breach of the covenants herein contained or wrongful representations and warranties made by exhibitor, its employees and agents (c) any willful misconduct or gross negligence in performing its obligations under this agreement.

A 20. The exhibitor undertakes to abide by all applicable laws of India and the jurisdiction from which he is participating.

Special Terms of Participation (B) ONLINE

All prices indicated below are net and are subject to Indian taxes, which shall be borne by the exhibitor. There might be further tax requirements in the exhibitor's state of residence; these taxes shall be borne by the exhibitor as well.

B 1. Application (see A1)

Applications are to be made on the enclosed form, which should be returned to Messe München 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 (see A2)

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 Online Expo.

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. Messe Muenchen India has the final decision. Organizers of joint stands are not exhibitors as defined by the Special Terms of Participation.

B 3. Terms of payment

The deadlines for payment given in the invoices must be observed. This application form is only valid when the applicant receives a written admission confirmation from the organizer, which signifies the conclusion of the rental contract. The applicant shall be invoiced for 100% of the projected participation price shortly after his application receiving his written admission confirmation. This 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. Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalog. The applicant or exhibitor will receive invoices for all additional charges (e.g. advertising space, material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts in all Messe Muenchen India invoices, which are connected with the event, are to be paid, 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. If any deductions or withholdings are required to be made under applicable law, the amount payable to Messe Muenchen India shall be grossed up such that the amount actually paid to Messe Muenchen India shall be no less than the amount of the invoice.

B 4. Catalog, website, visitor information

An official trade-fair catalog, an online database and visitor information will be compiled for the trade fair. All exhibitors with the name indicated in the application, in the alphabetical list of exhibitors in these media. The forms will be sent to applicants in good time. Messe Muenchen India assumes no responsibility for the correctness and completeness of the catalog, online 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 catalog, the online database or the visitor information of Messe Muenchen India at the instigation of the advertiser. Should third parties assert claims against Messe Muenchen India on account of the impermissibility of the advertisement

under law in general or the law on competition, the advertiser shall hold Messe Muenchen India fully safeguarded against all claims asserted including all costs of any necessary defense in court on the part of Messe Muenchen India. The same applies to exhibitor entries actuated by exhibitors in the trade fair catalog, the online database or the visitor information of Messe Muenchen India.

As of July 2021

Place : _____ Date: _____

Company stamp & signature:

Consent of Participation

1. The purpose of processing your personal data

Your personal data will be used so that we can contact you following your interest in participating in our event / exhibition / conference and provide you with necessary assistance regarding your participation.

2. Type of information

Consent is requested for the following personal data: first name, last name, telephone number, fax number, email address, postal address including postal code, city, country. Additionally consent is required by our payment gateway partners for processing your payment information. The Company may also take pictures / videos / testimonials during the event / exhibition / conference which are used for promotional purposes.

3. Transfer of data to third parties

This personal data is stored in the back office of our website and is transferred to such authorized third-party vendors who are required to render services to you with regards to your participation in the event / exhibition / conference etc. They are subject to the same standards of data protection as us.

4. How long the data is stored

Your consent is maintained for a period of 5 (five) years unless otherwise specified.

5. Withdrawal of consent

To request the withdrawal of your personal data, you can inform us in writing by emailing info@mmindia.in or contact us by telephone on +91 22 4255 4700

6. Automated decision-making and profiling

The personal data is not used for automated decision-making or profiling.
Entity responsible for data processing

Messe Muenchen India Pvt. Ltd.

Unit No. 762/862, 6th Floor, Solitaire Corporate Park, Building No. 7, 167,
Guru Hargovindji Marg, Andheri East, Mumbai – 400093.

General Terms of Participation (A) ONSITE

ONSITE TECHNICAL GUIDELINES (Bengaluru)

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 Messe Muenchen India. With the application, exhibitors express to Messe Muenchen 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.

A.2. Eligible exhibits and exhibitors

The Special Terms of Participation (B), the General Terms of Participation (A), as well as the Technical Guidelines (Bengaluru) 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 Messe Muenchen India and the exhibitor is concluded with the admission. According to this contract, Messe Muenchen India is authorized to assign a stand area to an exhibitor, which might deviate from the information in the application form unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if Messe Muenchen 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 Messe Muenchen India assign him an acceptable stand area. If Messe Muenchen 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 Messe Muenchen 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. Messe Muenchen India is entitled to withdraw from the contract or to terminate the contractual relationship forthwith without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, later, the exhibitor no longer fulfills the conditions for admission. Only declared and admitted articles shall be exhibited. Messe Muenchen India has the right to remove any other exhibits at the exhibitor's risk and expense.

Hired or leased articles shall not be exhibited. Messe Muenchen 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. Messe Muenchen 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 considered only if expressly confirmed in the notice of admission. Space will be allocated according to Messe Muenchen India's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by Messe Muenchen India at its own discretion, and not according to the order in which applications are received.

A.3. Rental contract

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 rental contract comes into force when the organizer has notified the exhibitor in writing that he is admitted. This generally occurs when the booth location has been confirmed by both sides. According to this contract, the organizer is authorized to assign a stand area to an exhibitor, which might deviate from the information in the application unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if the organizer does not receive the exhibitor's rejection of the assignment of the stand area within one week.

The allocation of the other stands, in particular of neighboring stands, can change by the time the trade fair opens. Messe Muenchen 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 Messe Muenchen India because of such changes.

Messe Muenchen India may also subsequently, i.e., 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 Messe Muenchen 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 Messe Muenchen 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 Messe Muenchen 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 Messe Muenchen 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 Messe Muenchen India services by submitting the required application form, Messe Muenchen India is entitled to invoice the exhibitor for these services. He is jointly and severally in whole to third parties, without Messe Muenchen India's prior written consent. This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation.

For the avoidance of doubt, it is clarified that Messe München is merely acting as a collection agent of Messe Muenchen India and is deemed to be an agent of Messe Muenchen India for the purposes of this agreement including for the purposes of the Arbitration provisions at Clause A 19 below.

A.5. Cancelling the contract

Messe Muenchen India reserves the right to make changes to location, type, dimensions or size of the exhibition area rented by the exhibitor depending upon the venue owner, final layout plans, utility services plan and keeping in mind the security and safety of the venue premises.

The exhibitor shall not be entitled to cancel the contract in such cases unless these represent a significant change that makes the participation of the exhibitor in the event impossible or infructuous and Messe Muenchen India is unable to provide a like-for-like replacement to the exhibitor. In such cases, the exhibitor may cancel the contract and seek refund of the refundable portion of the participation fees. The exhibitor acknowledges that Messe Muenchen India prepares the venue and makes arrangements for the event well in advance in accordance with the booking made by the exhibitor which involves considerable upfront expenses on part of Messe Muenchen India. Therefore, in no circumstances other than the case covered above, the exhibitor is entitled to withdraw or cancel the contract after booking and if the exhibitor does so, Messe Muenchen India shall be entitled to retain the participation fees as indicated below.

Messe Muenchen India in such cases shall also be free to provide the space booked by the exhibitor to another exhibitor and this shall not affect Messe Muenchen India's right to claim the full participation fees paid / payable by the exhibitor.

Messe Muenchen India is entitled to withdraw or to terminate the contract if the exhibitor fails to meet his financial obligations to Messe Muenchen India on time. Messe Muenchen India has the right but not the obligation to extend the deadline by five (5) days if the deadline for payment has not been met. Messe Muenchen India is also entitled to withdraw or to terminate the contract if the exhibitor neglects his duty arising from this contract to respect Messe Muenchen India's rights, objects of legal protection and interests and Messe Muenchen India can no longer reasonably be expected to adhere to the contract or if the exhibitor fails to comply with rules and regulations as required for his performance of the contract under this document.

In the aforementioned cases Messe Muenchen India is entitled not only to withdraw or to terminate the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. Following issued acknowledgement, a compensation shall be charged when the exhibitors withdraws from the contract:

- Earlier than 8 weeks before the show – 40% of the participation fees
- Within 8 weeks before the show – 60% of the participation fees
- Within 4 weeks before the show – 100% of the participation fees

A.6. Force majeure, cancellation of the event

If Messe Muenchen India is compelled, as a result of force majeure or other circumstances beyond its control (e.g., 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 Messe Muenchen India, in particular claims for damages. If Messe Muenchen 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 Messe Muenchen India to hold the event, Messe Muenchen 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 B (see part B "Participation fees"). Each square meter 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.

The applicant shall be invoiced for 100 % of the projected participation price shortly after receiving his written admission confirmation. This 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. 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 Messe Muenchen India services, Messe Muenchen 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 Messe Muenchen 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 B (see part B "Terms of payment"). Messe Muenchen India reserves the right to enforce the lessor's lien, as permitted by law, in order to secure Messe Muenchen India's claims arising from the rental. The exhibitor must inform Messe Muenchen 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, Messe Muenchen 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. Messe Muenchen India does not accept liability for damage to exhibits and stand fittings detained under this clause, unless Messe Muenchen 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 Messe Muenchen India, and Messe Muenchen 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 the organizer a sum amounting to EUR 50/INR 4,000 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 the organizer was responsible for the incorrect details. The exhibitors should be ultimately responsible for failure of third party.

A.8. Complaint

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

As of July 2021

Place : _____ Date: _____

Company stamp & signature: