

# IMPORTANT INFORMATION / TERMS OF PARTICIPATION

1. **Event:** India International Hardware Show 2010
2. **Venue:** Hall 6, Bombay Exhibition Centre, Mumbai, India.
3. **Dates & Timing:**  
**Dates:** October 29-31, 2010  
**Timing: For Exhibitors:** Oct 29 to 30 from 10:00 to 18:00  
Oct 31 from 10:00 to 16:00
4. **Organiser:** Koelnmesse YA Tradefair Pvt. Ltd.
5. **Organiser Address:**  
Koelnmesse YA Tradefair Private Limited  
Mumbai : Office B-501/502, Kemp Plaza, Mind Space,  
Chincholi Bunder Ext., Off Link Road, Malad (West),  
Mumbai - 400064, INDIA; Tel : +91-22-42107866  
Fax : +91-22-40034433; E-mail: n.seth@koelnmesse-india.com  
Website: www.koelnmesse-india.com
6. **Space & Facilities:**
  - 6.1 Bare Space (minimum booking 18 sq mt)
    - 6.1.1 General facilities for Bare space include general security, general decoration in and around exhibition halls, signage, general illumination inside and outside halls, cleaning of aisles and exterior, general publicity for visitor promotion, entry in Trade Fair Directory, with one complimentary copy.
    - 6.1.2 Participation charges indicated on the first page of the Space Application Form 1.1
  - 6.2 Built up stalls - (minimum booking 9 sq.mt)
    - 6.2.1 Package of facilities for built up stalls includes back and side wall panels of modern prefabricated system similar to octanorm and PVC laminated panels, synthetic carpet, fascia in English with stall number written in uniform style, one spot light per 3 sq mt, one 5 amp socket, one standard counter & two chairs for every 9 sq mt area, electricity consumption for lighting, general security in Exhibition halls, general decoration in and around halls, general publicity for visitor promotion, entry in the Trade Fair Directory, with one complimentary copy.
    - 6.2.2 Participation charges indicated on the first page of the Space Application Form 1.1
7. **Space allotment:** Allotment of space will be on "First Come First Serve" basis as soon as the Exhibitor signs the space booking form accompanied by initial payment. Possession of the stall/space will be handed over on receipt of the full dues.
8. **Power Load:** Charges for power for bare space booking, additional electricity for built up stalls and 3 phase connection for demonstration of equipment or model will be mentioned in the Technical Manual.
9. **Trade Fair Directory:** The organiser will publish a Trade Fair Directory and all exhibitors are entitled to a free entry in the directory covering name and address of exhibitor, telephone, fax, e-mail & website, booth number.
10. **Terms of payment:** Along with application : 100%
11. **Withdrawals or Non-Participation:** After sending the duly filled in Space Application Form, the exhibitor shall have no right to demand reduction of the fair space and/or other conditions of participation and no refund of participation costs will be paid to exhibitor on account of cancellation of space or non participation.  
Koelnmesse YA Tradefair is entitled to cancel in the event of an order being made or a resolution being passed for the exhibitor's liquidation, bankruptcy, dissolution and/or the appointment of a receiver. The exhibitor shall inform Koelnmesse YA Tradefair of any such event.
12. **Co-Exhibitors and Subletting:** Subletting of stalls is prohibited. Exhibitors may however share stalls with Co-Exhibitors only after obtaining written permission from the Organiser. National Sector Exhibitors are not allowed to share their stall with their overseas principals/collaborators and not register overseas Exhibitors as their Co-Exhibitors. They can join their overseas principals as co-exhibitors (see Form 1.2).
13. **Technical guidelines:** Exhibitors with bare space are to submit design of the stall to the Organiser and obtain approval for the plans in writing. 4 copies of the plans with front /side elevation special features of the display & electrical plan etc. to be submitted 2 months before the date of the said events and one copy will be returned to the exhibitor bearing plan approved by the organiser. Exhibitors are required to comply with instructions issued by the organiser regarding schedule for setting up and dismantling stalls.
14. **Overall Height of Display:** Normal height of stands shall be 2.40 mt . If any Exhibitor is planning height of more than 2.40mt., written permission of the Organiser may be obtained after submitting appropriate plans. The height of display stands in the central areas of the Exhibition hall / Island locations may be restricted to 3 mt, so that a clear overall view of the display in the hall is available for the visitors to the hall(s).
15. **General:** The Exhibitors are liable to pay compensation for bodily harm to persons (Staff / Agents / Organisers and other Exhibitors / Visitors) and damage to property of Venue / Organiser and other Exhibitors caused by himself or his agents during transportation, installation, fair duration and dismantling periods.
16. **Rights of the Organiser:** The Organiser is entitled
  - To reject any application for space without assigning any reason.
  - To amend the terms and conditions of participation and issue additional Rules and Regulations for the Exhibitors from time to time which shall be binding on the Exhibitors.
  - To recover from the exhibitor any amount remaining unpaid.
  - To recover from the exhibitors' compensation for losses/damages caused to the property of reasonable penalty for any will full contravention of these conditions of participation.
  - To postpone, curtail, extend or abandon the exhibition or change the venue of Exhibition or change the allotment of space / stall or close some or all sections of it temporarily or permanently if unforeseen circumstances so require.In such circumstances, the Exhibitors shall not be entitled to withdraw from the contract or to claim any compensation or damage. To take photographs or video film of the interior of any stall and to use the same for promotional work. To refuse permission to any Exhibitor to clear his stall if he has not discharged all dues to the organiser or to retain Exhibits or other goods as collateral security till dues are paid. The Organiser will not be responsible for any damage for the same.
17. **Facility for temporary Importation of Exhibits:** Facility for temporary importation of exhibits are not allowed for Indian Exhibitors.
18. **Insurance:** The Organiser shall not be responsible for any loss what so ever incurred by Exhibitors and they should obtain insurance coverage for their exhibits against all risks and for the periods covering preparation, setting up, and dismantling and return transit.
19. **Over the counter sales:** Over the counter sales are not permitted at the Exhibition. However exhibitors can dispose their exhibits / equipment after Exhibition is over. In case of sales of Indian Manufactures / Exhibits the payment of sales tax or other applicable taxes as per orders / rules will be direct responsibility of the Exhibitors.
20. **Force Majeure:** Under the conditions of the force majeure which also include strike, lock out, closure, riots, the Organiser reserve the right of alter the opening dates and duration or even cancel the entire exhibition. In case of change in dates and duration of the said events, the contractual obligation between the Exhibitors and the Organiser remain unaffected. In case of cancellation of the Exhibition the stall charges will be refunded to the Exhibitors after deducting the proportionate costs already incurred by the Organiser, without any interest.
21. **Arbitration:** All disputes arising in connection with this agreement shall be finally settled by a sole Arbitrator, to be appointed by the Organisers, under the provision of Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai.
22. **Jurisdiction:** Only the courts in Mumbai alone shall have jurisdiction.