

EXHIBITION CONTRACT FORM



25 | 26 | 27 May 2023
Hall No. 8, 9 & 10, Pragati Maidan, New Delhi



FABTECH INDIA 2023

CONTACT DETAILS

Company Name _____
Contact Person _____ Designation _____
Address _____
GSTIN No. _____
Pin Code _____ City _____ Country _____
Telephone: Country Code City Code Phone
Mobile Fax
Email _____ Website _____

INVOICING DETAIL

Please send the invoice in the name of _____
And mail it to the following address (only if address differs from above) _____

COST OF EXHIBITING AT FABTECH INDIA 2023

Rates are per square meter	
	INR Rates
Basic Shell Space	Rs. 16000/-
Raw Space (Min 18 sq. mtr.)	Rs. 15000/-

BILLING DETAILS

Hall No. Stall No. 1
2

Note: 1. Directory Charges: Premium pages in directory have special rates.
2. Electricity charges: Cost of 0.5KW is added in the BASIC SHELL. Additional load will have to be ordered and paid for in advance. RAW space option DOES NOT INCLUDE any load and the same has to be ordered and paid for in advance.
3. Corner Charges and Co-exhibitor fee is applicable to all.

Stand Detail	Rate (in Rs)	Requirement	Amount (in Rs)
Space <input type="checkbox"/> Raw <input type="checkbox"/> Basic Shell	<input type="text"/> per sq. mtr.	<input type="text"/> sq. mtr.	
Compulsory Costs			
Corner Charges	10% / Corner	<input type="text"/> Corner	
Co-exhibitor fee	10000 / Co-exhibitor	<input type="text"/> Co-ex	
Electricity (KW)	5000 / KW	<input type="text"/> KW	
Directory Advertisement	20000 / Ad	<input type="text"/> Nos	
		Amount	
		GST as applicable <input type="text"/>	
		Total Amount	

PAYMENT SCHEDULE

50% at the time of booking

50% Before 10th May 2023

We agree to abide by the General Terms and Conditions enclosed, which we acknowledge receipt of, and any amendments which may be made by the Organisers and/or the venue owner. We further agree to show only exhibits pertaining to the theme of the exhibition. The final decision is at the discretion of the Organiser. We hereby agree to the use of our trade marks by the Organiser in advertisements and promotional materials relating to this exhibition and/or the Organiser's services as an exhibition Organiser. The Organiser reserves the right to alter the position of the allocated stand and to change the venue or date of the exhibition, if in the opinion of the Organiser it is in the interest of the exhibition as a whole.

Please find enclosed the advance payment of the total rent, which amounts to Rs/US\$ _____ by DD/crossed cheque* bearing the No. _____ drawn on (bank) _____ in favour of ACEXM7 EVENTS PRIVATE LIMITED

* Please note application form without the advance payment is not valid

Authorised Signatory (Exhibitor) (with seal)

Authorised Signatory (Organiser)

NAME _____ DATE _____ NAME _____

Bank Details	Account Name: ACEXM7 EVENTS PRIVATE LIMITED • Bank Name: Kotak Mahindra Bank • Bank Address: Ground Floor, E49, Basement and, 12, Okhla Phase II, New Delhi-110020, • A/c No. 7046595637 • IFSC Code: KKBK0000205 • Swift Code: KKBKINBB
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FABTECH INDIA 2023

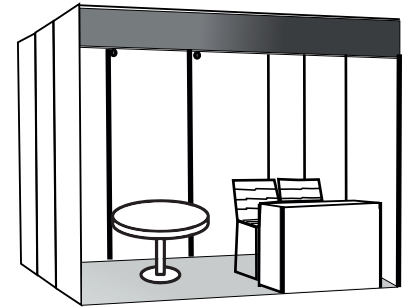
List of furniture & fittings provided to the stall area booked under SHELL SPACE

(NOT APPLICABLE FOR RAW SPACE EXHIBITORS)

The built-up booth (9 sq m) includes:

- * Three-side laminated Octanorm panels
- * Fascia board with company name
- * Synthetic carpet
- * One table and two chairs
- * Three spotlights
- * 5/15 amp power socket
- * One wastepaper basket

Area (sqm)	Spot Light (100 W)	Socket (15 A)	Reception Tables	Chairs	Waste Basket	Round Table
06	2	1	1	4	1	1
09	3	1	1	5	1	1
12-16	4	1	1	6	1	1
18-21	6	1	2	8	1	2
24-30	8	2	3	10	1	2
32-36	10	2	3	12	1	3
40-50	14	2	5	16	2	3
52-60	18	4	6	20	2	4



Note:

1. **SHELL SPACE** exhibitors are entitled to get the furniture & fittings as per their stall size. Any additional furniture & fittings will have to be ordered and paid for in advance.
 2. **SHELL SPACE** exhibitors will not get any rebate if they do not want to avail any of the provisions mentioned above.
 3. **RAW SPACE** exhibitors will have to create their own stand fascia.
 4. **RAW SPACE** exhibitors will have to pay for all the furniture required by them.
 5. **RAW SPACE** exhibitors will have to pay for all electrical requirements in advance. They must apply for the electrical and power source at additional cost as required by them. No electrical / power source, unless requisitioned and paid for, will be provided.
- ÿ **Please Note:** Only one 5 amp socket is provided in a 9 sq m stand. If you wish to add more connections, please do get your own extension board / multi-pin socket.

To Order Additional Services

An exhibitor's manual containing a full set of forms for your requirement of additional services will be sent to you on receipt of the booking form. Please fill up the forms clearly and fax / courier the same to us before the specified deadline. Your early action will help us meet your requirements.

NOTE: Kindly place your orders minimum 4-6 weeks before the show. On-site orders will bear a 30% surcharge.

Signature of Exhibitor

General Terms & Conditions

This document defines terms & conditions that have been set by the organizer ACEXM7 EVENTS PRIVATE LIMITED (here in referred to as FTI (Fabtech India), for all organisations wanting to Fabtech India 2023

1. Permitted exhibits and exhibitors

1.1. 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 exhibit machines and plants only if their principals/manufacturers are not represented at FTI 2023.

1.2. All exhibits must correspond to the relevant range of exhibits for this trade fair and be classified 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. The final decision rests with FTI.

1.3. The General Terms & Conditions as well as the Technical Guidelines are accepted as legally binding once the application documents are submitted. 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.

1.4. The contract between FTI and the exhibitor is concluded with the admission of the exhibitor.

1.5. According to this contract, FTI is authorized to assign a stand area to an exhibitor, which might deviate from the information in the registration documents, unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if FTI does not receive the exhibitor's rejection of the assignment of this stand area within one week of FTI having informed the exhibitor about the change in the stand area/booth allocation.

1.6. If an exhibitor rejects a stand area before the deadline and the assigned area is unacceptable for the exhibitor, the exhibitor can demand that FTI assign him an acceptable stand area.

1.7. If FTI does not comply with the demand within an appropriate time period, the exhibitor can withdraw from the contract.

1.8. The exhibitor does not have any more far-reaching rights. Exhibitors do not have a legal claim to admission.

1.9. Exhibitors who have not fulfilled their financial obligations to FTI, e.g., in respect of previous transactions, or have infringed the regulations governing the use of the event grounds, or the terms of participation, may be excluded from admission.

1.10. FTI 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.

1.11. Only declared and admitted articles shall be exhibited. FTI has the right to remove any other exhibits at the exhibitors risk and expense.

1.12. Articles hired or leased by an exhibitor shall not be put on display or exhibited for commercial transactions. FTI is entitled to remove such objects at the exhibitor's risk and expense. An exception is made in the case of objects that are not part of the exhibitor's range of goods, but which are required for their display (e.g., for demonstration purposes).

1.13. Co-exhibitors shall not be admitted, nor additional organisations represented, unless expressly specified in the notice of admission. (Please refer clause #10 on coexhibitors, for more details.)

1.14. FTI 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 FTI's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by FTI at its own discretion, and not according to the order in which applications are received.

2. Rental contract

2.1 The rental contract comes into force when FTI 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.

2.2. FTI is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations.

2.3. Exhibitors cannot make claims against FTI because of such changes.

2.4. FTI 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.

2.5. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against FTI are excluded.

2.6. 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 General Terms & Conditions

or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay FTI compensation for all damage caused by themselves, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract.

3. Participation fees The net participation fees per sq m of floor space are:

3.1. For details regarding participation fees please refer booth application form. Rs.4,000/Kw will be charged extra for electricity and water. Upper-storey stand space will cost 50% of the price of the respective upper-storey built-up space. (Upper-storey stand space is where the exhibitor builds a floor on top of ground floor space.)

3.2. Besides the rent of the stand area, the participation fees include extensive services provided by FTI, such as consultation and planning advice, publicity work, organization and technical assistance.

3.3. All prices indicated here are GROSS and are subject to Indian GST, which will vary depending on governments announcement time to time, and will be levied accordingly. These rates may be revised any time. The latest prices can be obtained by contacting the FTI team at +91-11-35573730

3.4. 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.

3.5. The applicant shall be invoiced for 30% of the projected participation price shortly after his application. The exhibitor shall receive invoice(s) 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.

3.6. If exhibitors have ordered FTI services, FTI is entitled to withhold such services, including the supply of electricity, water, compressed air, etc, until the exhibitor has fulfilled his financial obligations to FTI. 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 quote; Terms and conditions of payment quote;). FTI reserves the right to enforce the lessor's lien, as permitted by law, in order to secure FTI's claims arising from the rental.

3.7. 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 FTI, and FTI must declare its agreement with such.

3.8. 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 FTI a sum amounting to INR 5000.00 plus GST 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 FTI was responsible for the incorrect details. The exhibitors should be ultimately responsible for failure of third party.

4. Terms of payment

4.1. The deadlines for payment given in the invoices must be observed. The application form is only valid in conjunction with a down payment of 50% of the participation fee upon receipt of the corresponding invoice; and the balance should be paid as per the payment schedule mentioned on the invoice.

4.2. Possession of the booth will be given only subject to receipt of 100% payment, as per payment schedule.

4.3. 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.

4.4. 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.

4.5. All invoiced amounts in all FTI invoices, which are connected with the event, are to be paid in INR or equivalent Rupee price, without deductions and free of all charges, by credit transfer to the account specified in the invoices, mentioning the exhibitors company name and invoice number.

5. Possession of Stall

5.1 Possession of stall would be given ONLY after obtaining a & NO DUES; Certificate from ACEXM7 EVENTS PRIVATE LIMITED Accounts Department and on submitting a copy of the layout plan, duly approved by the FTI team.

Setting up of stall:

Raw Space Exhibitors can start setting-up their stalls from 10:00pm on 22nd & 23rd Aug
Shell Space Exhibitors can start setting-up their stalls from 2:00pm on 23rd Aug, 2023

Dismantling of stall:

Dismantling of stalls must be completed by 11pm on 26 th Aug 2023 An extension is possible only in exceptional cases, and only with the written permission of FTI operations department.

5.2. FTI will make the Licensed 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 FTI and on such terms and

Signature of Exhibitor

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conditions, including adequate additional consideration, as may be mutually agreed.

5.3. The opening hours during the Exhibition Phase (hours of access for guests and public to the Licensed Premises) shall be from 09:30 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 and electrician.

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 and power connections to stands shall be provided from the floor ports available in the halls. 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 FTI, and security personnel shall work under the supervision and administration of FTI exclusively. The Exhibitor shall be responsible for the security of the Licensed Premises throughout the License Period, and can, if they wish to, hire additional security personnel and equipment from FTI at their expense, 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 and, because of it, to 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. Regulations: On-site Advertising, Publicity and Promotions

8.1. It has been agreed by the Exhibitor that any advertising outside his booth is subject to charge and shall require permission of FTI. 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. Regulations: On-site Sales

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. Business deals are permitted only for wholesalers, retail or trade customers.

10. Co-exhibitors and additionally represented companies

10.1. Permission for co-exhibitors and additionally represented companies must be requested in writing. The registration fee is Rs. 10,000 for each co-exhibitor or additionally represented company admitted to the Expo.

10.1.1. 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.

10.1.2. Agents and representatives are not admitted as co-exhibitors.

10.1.3. 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.

10.1.4. 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.

10.1.5. Admission of the Exhibitor does not mean that a contract exists between FTI and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment.

10.1.6. The Exhibitor must make this payment.

10.1.7. The amount will also be invoiced subsequently by FTI.

10.1.8. The Exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the General Terms & Conditions, the Technical Guidelines as well as the instructions of the Trade Fair Management.

10.1.9. 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 ILS services, FTI is entitled to invoice the exhibitor for these services.

10.1.10. The Exhibitor is jointly and severally liable.

10.1.11. The Exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without FTI's prior written consent.

10.2. 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 FTI.

10.3. Otherwise, apart from the statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract.

10.4. 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, FTI is entitled to re-let the stand area.

10.5. FTI is entitled to withdraw from the contract if the exhibitor fails to meet his financial obligations to FTI on time, especially if FTI has extended the deadline by 5 days and this deadline for payment has also not been met. FTI is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect FTI's rights, objects of legal protection and interests, and FTI can no longer reasonably be expected to adhere to the contract.

10.6. In the aforementioned cases FTI is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat rate compensation. FTI's right to claim further damages remains unaffected.

11. Force majeure, cancellation of the event

11.1. If FTI 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 FTI, in particular claims for damages.

11.2. If FTI 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 FTI to hold the event, FTI is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

11.3. Bookings once made will not be cancelled and no refund will be made. The amount paid will be adjusted against bookings for any next event.

12. 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.

13. Alterations FTI reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

14. Period of limitation, period of exclusion All the exhibitors claims against FTI arising from the stand rental, and all legal proceedings in connection therewith lapse after a period of two months. This period of limitation starts at the end of the month in which the closing date of the exhibition falls. 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.

15. Place of performance, applicable law New Delhi shall be the place of performance, also for all financial obligations. Only the law of the Republic of India shall apply.

16. Jurisdiction, arbitration agreement

16.1. 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 FTI.

16.2. 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, 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.

17. Severability Clause

Should the provisions set out in the General Terms; Conditions 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.

Signature of Exhibitor