



**IFSEC SOUTH INDIA**  
1 - 3 June 2011  
Bangalore International Exhibition Centre,  
Bangaluru, India

**1-3 June 2011**  
**Bangalore International**  
**Exhibition Centre**  
**Bangaluru /India**

**UBM India Pvt Ltd**  
Sagar Tech Plaza A 615-617  
6th Floor Andheri Kurla Road,  
Saki Naka Junction Andheri (E),  
Mumbai 400 072 India.  
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## EXHIBITION APPLICATION & CONTRACT FORM

Company name: ..... Tel.: .....  
Contact Person: Mr. /Mrs. /Ms.: ..... Fax: .....  
Personal E-mail address\*: ..... Website:.....  
Mobile No: ..... Invoice address (if different from contract address):.....  
Address: .....  
..... Postal Code:.....  
Town: ..... Country:.....

### I) Bare or Shell Scheme: Please tick any one (✓)

We herewith order exhibition services at IFSEC South India 2011:

No.	Particulars	Rate and quantity	Amount
1	A Bare Scheme [Min 27sqm] ( )	USD 275 X sq.m.	USD
	B Shell Scheme [Min 9sqm] ( )	USD 315 X sq.m.	USD
2	(-) Discount % (If applicable)		USD
3	Sub Total		USD
4	(+) Service Tax	10.30% of No. 3	USD
5	Total (No. 3 + 4)		USD
6	30% of No. 5 upon signing		USD

Member of: APSA

Membership number( Enclose proof of membership): .....

Details on the stand construction are set out in UBM's Stand Construction Form which will be sent to the Exhibitor upon request.

The right to have an additional company sharing the stand space is subject to the consent of UBM and a fee in the amount of 290 USD per additional stand sharing company will be charged according to the General Conditions as described in Article 7.1. If the Exhibitor wishes to have an additional company sharing the stand space, the Exhibitor must fill out the Stand Sharing Form which will be sent to the Exhibitor upon request.

All prices are USD and current applicable taxes. Any change in service tax at a later date shall be incorporated at the actual rate.

The facility of temporary importation of exhibition will be available only to foreign exhibitors/ participants, who have confirmed their participation in the above exhibition by remitting participation fee in foreign exchange.

### II) Location of preference (if available):

1. Stand number ..... 2. Stand number ..... 3. Stand number .....

UBM cannot guarantee that one of these stands will be allocated to your company.

### Payment Terms

- To ensure your reservation and payment can be identified, please state clearly the name of your company and the payment is for [name of fair]
- Please indicate company name and invoice numbers with each remittance to ensure proper credit to your account.
- To ensure your payment is properly updated by us, please specify the amount of deduction of tax at source ("TDS") withheld from the payment by e-mail (for payment by T/T) or covering letter (attached together with the cheque or bank draft when sending to us.  
30% of Stand Fee (+ Service Tax) upon the signing of the contract, 30% of Stand Fee (+Service Tax) on or before 15/12/10  
40% of Stand Fee (+ Service Tax) on or before 01/02/11.

# Security deposit can be paid at the time of final payment on a separate cheque. Applicable to Bare space exhibitors using stand contractor other than official.

We enclose a crossed cheque/ DD to the sum of USD \_\_\_\_\_ and [ %] balance in a post-dated cheque [ / / ] made payable to: UBM India Pvt Ltd

Send to: Sagar Tech Plaza A wing, 615-617 6<sup>th</sup> Floor, Andheri Kurla Road, Saki Naka Junction Andheri (E) Mumbai 400 072 India OR

We have transferred the sum of USD \_\_\_\_\_ through \_\_\_\_\_ ( ) into your account as details below:

Beneficiary : UBM India Pvt Ltd

Contact Person : Mr. Yogesh Mudras Email – [yogesh.mudras@ubm.com](mailto:yogesh.mudras@ubm.com)

Banker : The Hong Kong & Shanghai Banking Corporation Ltd. (Mumbai Main Branch)

(Address - 52/60, Mahatma Gandhi Road, Mumbai – 400 007)

Account No: 002-859882-001

Swift Code: HSBCINBB

Service Tax Registration No: AAACU8181DST001

PAN: AAACU8181D

(Please fax the remittance advice to: 91 22 6612 2626 / 27)

Please return the signed overleaf  
"Standard Rules & Regulations"  
to UBM India Pvt Ltd.

We,

- agree to abide by the Terms, Rules & Regulations as endorsed on the back of this application form;
- agree to have and maintain our own valid and adequate insurance cover for the Exhibition;
- confirm that all information provided by us is true and correct;
- agree that UBM India Pvt Ltd (the "Organizer") will not be responsible for any sundry charges or other payments as set out overleaf; and
- agree to indemnify the Organizer, as set out overleaf.

### Others

We are also interested in  sponsoring  advertising in the catalogue you will be contacted for further details.

Company Name:.....

Accepted on behalf of UBM (For official use only)

Name and designation of authorized to act on behalf of the company:

Name:.....

Designation:.....

Signature and company seal:.....

Signature and company seal:.....

Booth No allotted: .....

**Privacy Policy:** I agree that the personal data provided for participation in the Exhibition may be included on a (UBM India Pvt Ltd) database and used by the Organizer or passed onto third parties for promotion purposes. The Organizer also reserve the right to disclose details about you to authorized law enforcement agencies where we are asked to do so. Any requests for access to or correction of the data can be made to the Project Director, Sagar Tech Plaza A, 615-617 6<sup>th</sup> Floor, Andheri Kurla Road, Saki Naka Junction Andheri (E) Mumbai 400 072 India. A fee may be charged by the Organizer for complying with the request. By providing your e-mail address you consent to being contacted by e-mail for direct marketing purposes by UBM and its appointed contractors. This is a legally binding document. Please sign and return the white copy of the Contract to the Organizer, UBM India Pvt Ltd (also trading as "UBM"); the yellow copy is for the Exhibitor's files.

## General Conditions

### Article 1. GENERAL

The provision of Exhibition display space and related products and services by UBM India Pvt. Ltd here after referred as "UBM", as well as all offers made by or orders placed with UBM in relationship thereto, is/are subject to the following general terms and conditions ("General Conditions"). The application of conflicting or supplementary terms and conditions of the Exhibitor shall be excluded, even if such terms are not expressly objected to by UBM.

### Article 2. DEFINITIONS

In these General Conditions:

**Contract:** means the agreement between UBM and the Exhibitor, which was concluded by the acceptance of the Exhibition Display Space / Sponsorship Contract application of the Exhibitor by UBM.

**Exhibition:** means the exhibition event detailed in the Contract.

**Exhibitor:** means any person or entity, which has a Contract with UBM.

**Monies:** means all fees and charges payable by the Exhibitor under the Contract.

**Publicity and Technical Manual:** means the information on the Exhibition provided to the Exhibitor, including but not limited to information on insurance, stand design and timelines for constructions of the stand.

### Article 3. CONCLUSION OF THE CONTRACT

3.1 Application for Exhibition display space and related products and services must be made on UBM's official Exhibition Display Space / Sponsorship Contract form and must include all information, forms and documents requested by UBM. By completing and signing the Contract application, the Exhibitor declares himself to be familiar and agrees with the General Conditions and the scope of the Exhibition as described in the official Exhibition brochure. The person who signs the Contract application is considered to have full authority to do this on behalf of the Exhibitor. The Exhibitor cannot appeal to UBM on the grounds of any lack of authority on the part of the signatory.

3.2 UBM is free to accept or reject the Contract application at its own discretion. If UBM accepts the Contract application, it will send a confirmation to the Exhibitor, which will include the following information:

- The place where the Exhibition is being held;
- The dates on which the Exhibition is being held;
- The size of the display space reserved for the Exhibitor at the Exhibition in square meters.

Upon acceptance of the Contract application by UBM, the Contract subject to the General Terms is concluded.

### Article 4. DISPLAY SPACE ALLOCATION

UBM has the exclusive authority to allocate its available display space to exhibitors. Allocation of display space will be done of first come first served basis.

### Article 5. STAND DESIGN

5.1 In good time before the start of the Exhibition, the Exhibitor will receive the relevant Publicity and Technical Manual for the Exhibition. The stand of the Exhibitor must meet the requirements laid down in the Publicity and Technical Manual.

5.2 The Exhibitor must provide UBM with a design for the stand in compliance with the Publicity and Technical Manual - in the form of a clear scale drawing in duplicate, or a model accompanied by a single scale drawing - in accordance with the timeline stated in the Publicity and Technical Manual.

5.3 The provisions contained in the Publicity and Technical Manual, together with these General Conditions, form part of the Contract. If there is a conflict between the terms of the General Conditions and the Publicity and Technical Manual, the terms of the Publicity and Technical Manual shall prevail.

### Article 6. STIPULATIONS CONCERNING THE STAND AND COMPLIANCE

6.1 The Exhibitor is obliged to comply with the instructions of UBM, the fire service or other officials responsible for the maintenance of order and safety of the Exhibition on first demand, including but not limited to instructions with regard to the construction, layout and safety of the stand, the advertisements to be carried on the stand, the products or objects exhibited and the decorations to the stand. Should the Exhibitor refuse to comply with the instructions, UBM may demand that the Exhibitor closes its stand within an hour and leaves the Exhibition; failure to do so will result in the Exhibitor receiving an on-the-spot fine of INR 7, 23,930/- and the exclusion of the Exhibitor from taking part in the Exhibition for the entire remainder of its duration, notwithstanding UBM's rights to claim further damages. In such case, the Exhibitor has no claim for refund of the Monies paid or for any damages or losses whatsoever.

6.2 The presentation of advertising material may only take place within the stand space.

6.3 The use of light, fire, heaters, flammable materials or amplification equipment in the stand or the display space is only permitted with the prior written consent of UBM and in accordance with the applicable laws and regulations.

6.4 The provision of refreshments to the public by the Exhibitor is only permitted if the applicable catering regulations for the Exhibition building are observed.

6.5 The Exhibitor is obliged to ensure that their stands are permanently manned during the opening hours of the Exhibition.

6.6 The Exhibitor is obliged to observe the schedules set out in the Publicity and Technical Manual for the construction and dismantling of the stand.

6.7 The Exhibitor is obliged to leave the allocated display space made in its original condition after the Exhibition. If UBM considers it necessary to take steps to restore the allocated display space to its original state, the costs incurred will be borne by the Exhibitor.

6.8 If the stand is not removed by the Exhibitor at the end of the Exhibition, UBM is empowered to dismantle the stand and confiscate all of the goods, and to have them stored at the Exhibitor's expense. UBM may retain these goods as security for all the costs and expenses payable to it as a result of the Exhibitor's failure to comply with its obligations. If the amount payable to UBM has not been settled within 30 days of the Exhibitor's goods being stored, UBM is hereby explicitly empowered by the Exhibitor to dispose of the goods by public or private sale. After deduction of all debts payable to UBM, including costs incurred, damage suffered and any fines imposed, the balance will be paid to the Exhibitor.

### Article 7. COMPANIES REPRESENTED AT THE DISPLAY SPACE OR STAND

7.1 The Exhibitor is not permitted to have an additional company represented at the display space or the stand, without the prior written consent of UBM. If the Exhibitor wishes to have an additional company represented at the display space or the stand it must fill out the Representation Stand Form of UBM, which will be provided to the Exhibitor upon request and send it to UBM.

7.2 UBM is free to accept or reject the Representation Stand application at its own discretion. UBM will notify the Exhibitor in writing of the acceptance or rejection of the application. If UBM accepts the application, the Representation Stand Form will be part of the Contract. To the extent UBM accepts the application; the companies represented on the stand will be included in the official Exhibition catalogue and the marketing activities of UBM.

7.3 The Exhibitor will be charged a fee in the amount set out in the Contract for companies represented at the display space or stand in addition to the Exhibitor.

7.4 The Exhibitor shall be liable to, indemnify and hold harmless UBM for any damages or losses UBM may incur in connection with any company represented at the display space or stand, irrespective of the legal basis therefore.

7.5 The Exhibitor may not sub-contract or resell the display space or stand allocated by UBM.

### Article 8. PRODUCTS

The Exhibitors may only exhibit, demonstrate or show samples of the products and services falling in the scope of the Exhibition. The Exhibitor is not permitted to deal in used goods, act as a repairer or offer the products or services for sale at the Exhibition.

### Article 9. PAYMENT

9.1 All Monies must be paid in accordance with the payment terms set out in the Contract.

9.2 If UBM has not received the Monies by the due date, UBM may immediately and without prior warning cancel the Contract and the Exhibitor forfeits all rights to the display space and stand and to exhibit at the Exhibition. The Monies remain payable in full, unless stated otherwise in Section 11.6.

9.3 Notwithstanding UBM's rights set out in Article 9.2, UBM is entitled to charge the Exhibitor interest at an annual rate of 15% of the Monies payable by the Exhibitor from the due date. The right of UBM to claim further damages remains unaffected.

9.4 The Exhibitor is not entitled to set off any payments due or assert a right of retention.

### Article 10. REDUCTION OF THE AREA RESERVED

If the Exhibitor does not use the complete display space contracted and allocated and/or wishes to reduce the display space, it must notify UBM in writing. UBM shall be entitled to resell or re-allocate the display space not used by the Exhibitor at its discretion. The Monies for the display space cancelled remain payable in full by the Exhibitor.

### Article 11. CANCELLATION

11.1 If serious circumstances dictate, whether they are dependent or independent of UBM, UBM has the right to cancel the Exhibition and/or the related Contracts immediately without prior warning. The Monies already paid by the Exhibitor to UBM will be refunded to the Exhibitor, minus a deduction for the costs incurred by UBM, which may not exceed 15% of the agreed Monies. Apart from the aforementioned refund, the Exhibitor is not entitled to claim compensation or damages.

11.2 If the Exhibitor is in breach of the Contract including the General Conditions and the Publicity and Technical Manual, UBM may cancel the Contract immediately without prior warning. In case of such cancellation, the Monies remain payable by the Exhibitor in accordance with the provisions set out in Article 11.6.

11.3 If the Exhibitor has not taken up the use of the stand space 48 hours before the time at which the Exhibition is due to be opened to the public, or if the Exhibitor stated prior to this time that it will not be taking up the space allocated to him, the Contract is automatically cancelled and the Exhibitor forfeits all rights to the allocated display space and stand without further notice or proof of default. The Monies remain payable by the Exhibitor in accordance with Article 11.6 below. The Exhibitor is not entitled to claim compensation or damages.

11.4 The Exhibitor is entitled to cancel the Contract at any time. In case of such cancellation, the Monies are payable by the Exhibitor in accordance with the provisions set out in Article 11.6 below.

11.5 In case of any cancellation of the Contract, for whatever reason by the Exhibitor or UBM, UBM shall have the absolute discretion (but without prejudice to any other right or remedy available to the organizer) to reallocate or resell the display space and stand allocated to the Exhibitor and to charge the Exhibitor the Monies in accordance with the provisions set out in Article 11.6.

11.6 Once the Contract has been concluded and the Contract is cancelled up until 180 days prior to the start of the Exhibition, the exhibitor shall be liable to pay 50% of the Monies. If the Contract is cancelled during the period of 180 and 120 calendar days prior to the start of the Exhibition, 75% of the Monies are payable. If the contract is cancelled within 120 days prior to start of Exhibition, the Monies are payable in full by the Exhibitor. UBM is entitled to charge the Exhibitor for any extra costs which UBM may incur by fitting out the stand space which is not being used. In the event the Exhibitor has already paid the Monies to UBM, UBM will refund the Monies to the Exhibitor in accordance with this provision.

11.7 The notice of cancellation must be made in writing and sent by registered letter. The posting date will serve as the reference to calculate the cancellation charges.

### Article 12. INCAPACITY TO DISPOSE OF HIS PROPERTY ON THE PART OF THE EXHIBITOR

If the Exhibitor (i) is declared bankrupt, requests or obtains a moratorium or otherwise loses or has lost its capacity to dispose of (parts of) its property, (ii) permanently ceases to trade, the Contract is automatically cancelled. With regard to the Monies (still) payable by the Exhibitor, the stipulations of Article 11.6 apply.

### Article 13. INSURANCE

13.1 The Exhibitor is obliged to carry public liability insurance against all loss, damage or injury to goods and persons, including but not limited to personal injury, death or damage to or loss of property by any cause whatsoever.

13.2 The Exhibitor shall, if requested, provide UBM with a valid written certificate of sufficient insurance, however, no later than 60 days prior to the start of the Exhibition. UBM shall be entitled to entitle to inspect any such insurance policy and receipts for premium at any time.

13.3 The insurance cover is as follows:

- Loss of expenses resulting from cancellation, abandonment, postponement or curtailment of the Exhibition beyond the control of UBM or Exhibitor.
- Loss of damage whilst at the Exhibition venue including transit to and from the Exhibition venue.
- Contingent public liability against personal injury, death or damage to or loss of property by any cause whatsoever whilst at the Exhibition venue.

### Article 14. LIABILITY

14.1 The Exhibitor takes part in the Exhibition entirely at its own risk. The Exhibitor indemnifies UBM from and against any and all damages, losses and all third party claims resulting from or related to any act or attributable to the Exhibitor, including any failure to act, or resulting or related to any tort committed by or attributable to the Exhibitor.

14.2 UBM accepts no liability whatsoever for any damage or losses, irrespective of the legal grounds thereof, which the Exhibitor may suffer as a result of its presence at or participation in the Exhibition, including loss of, or damage to, the Exhibitor's products, unless the damage or loss is a result of gross negligence or willful misconduct of UBM or its managerial staff.

14.3 UBM is not liable in cases of force majeure. Force majeure also includes without limitation the situations where the improper or non-performance of UBM is a result of

- (i) an improper or non-performance of suppliers (of goods or services) of UBM,
- (ii) The materials used by UBM or by third parties, or (iii) an improper or non-performance of the company who leases the Exhibition space to UBM.

### Article 15. CHANGES AND AMENDMENTS

15.1 UBM at all times reserves the right, if serious circumstances dependent or independent of UBM make it necessary, to change the dates and/or the scope and/or the location of the Exhibition and/or of the stand, as well as the right to alter the design and/or the size of the stand. In such cases, the Exhibitor may cancel the Contract. The payment or refund of the Monies shall be subject to Article 11.6 and the Exhibitor has no claim for compensation or damages whatsoever.

15.2 Amendments to the Contract or these General Conditions or other related documents must be made in writing and require the explicit consent of UBM.

### Article 16. DISPUTES

16.1 The Contract and the General Conditions and related agreements are governed by Indian Law.

16.2 Notwithstanding UBM's right to address any court in the country of the Exhibitor, all disputes will be settled by arbitration in accordance with the rules of arbitration of India. The arbitration will take place with three arbitrators, the place of arbitration will be Mumbai and the arbitration will be conducted in the English language.

### Article 17. SEVERABILITY CLAUSE

If a provision of the Contract and/or these General Conditions is fully or partially invalid, the validity of the remaining provisions shall remain thereby unaffected. In such case, the parties undertake to replace the invalid provision by a valid provision coming closest to the commercial purpose of the invalid provision.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

Company Seal : \_\_\_\_\_