

# EXHIBITION

## SPACE RESERVATION FORM



I/We hereby apply for Exhibit Space at **POWER-GEN INDIA & CENTRAL ASIA 2010** exhibition to be held from **21 – 23 April, 2010** at Bombay Exhibition Centre, Mumbai. I/We certify that I/We agree to abide by the exhibition rules and regulations listed on the 2<sup>nd</sup> page/reverse side of this form.

### 1. EXHIBITING COMPANY

Company Name: \_\_\_\_\_

Contact Person (Name): \_\_\_\_\_ Position: \_\_\_\_\_

Postal Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature

### 2. EXHIBIT SPACE REQUIREMENT

<u>Organisation Type</u>	<u>Scheme</u>	<u>Early Bird Rates* (per sq. mtr.)</u>	<u>Regular Rates (per sq. mtr.)</u>
Indian Company	Raw**	Rs.13,750/- <sup>+</sup>	Rs.17,250/- <sup>+</sup>
	Shell	Rs.14,750/- <sup>+</sup>	Rs.18,250/- <sup>+</sup>

\* Plus Service Tax as applicable.

\* Early Bird Rates are applicable before September 30, 2009.

\*\* Includes space only.

We require \_\_\_\_\_ square meters of Exhibit Space under \_\_\_\_\_ (Raw/Shell) Scheme

Stall No: (see floor plan) 1<sup>st</sup> Choice \_\_\_\_\_ 2<sup>nd</sup> Choice \_\_\_\_\_ Best Available \_\_\_\_\_

Products & Services to be displayed: \_\_\_\_\_

Please do not locate our exhibit space near these companies: \_\_\_\_\_

### 3. MODE OF PAYMENT: Cheque Demand Draft Wire Transfer

Please send wire transfer to following particulars:

BENEFICIARY : INTER ADS EXHIBITIONS PVT. LTD.  
CURRENT ACCOUNT NO. : 056010200015394  
NAME OF BANK : AXIS BANK LTD, SCO – 29,  
SECTOR – 14, NEAR HUDA OFFICE,  
OLD DELHI – GURGAON ROAD, GURGAON – 122 001  
SWIFT CODE : AXISINBBO56

**EXHIBIT SPACE SHALL BE ALLOCATED ON FIRST COME, FIRST SERVE BASIS**

For further information, contact  
**INTER ADS EXHIBITIONS PVT. LTD.**  
859, Phase-V, Udyog Vihar, Gurgaon – 122016, Haryana, India  
Phone: (91-124) 4524200/ 4524219 Fax: (91-124) 4381162  
Email: [avnish-seth@interadsindia.com](mailto:avnish-seth@interadsindia.com) Web: [www.power-genindia.com](http://www.power-genindia.com)

1. **Offer and Acceptance:** Exhibitor's submission of the 2010 Exhibit Space Contract Form, with or without a deposit, shall constitute an offer from exhibitor to enter into such Contract with INTER ADS EXHIBITIONS PRIVATE LIMITED ("Show Management"), such offer can only be accepted by INTER ADS EXHIBITIONS PRIVATE LIMITED signing such Contract at INTER ADS LIMITED place of business in 859, Phase-V, Udyog Vihar, Gurgaon. After signing, INTER ADS EXHIBITIONS PRIVATE LIMITED will send to exhibitor a fully signed copy of the one-page Contract document, which sending shall constitute INTER ADS EXHIBITIONS PRIVATE LIMITED's acceptance and cause the Contract as a whole to become effective.
2. **Arrangements of Exhibits:** Exhibits shall be so arranged as not to obstruct the general view nor hide the exhibits of others. Plans for specially-built displays not in accordance with exhibition rules and the regulations set forth in this exhibitor service kit must be submitted to the Show Management before construction is ordered and/or begun. If exhibitor wants to inspect this kit before submitting the 2010 Exhibit Space Contract Form, exhibitor has the right to do so. With or without inspection, exhibitor understands that by signing the 2010 Exhibit Space Contract, exhibitor agrees to be bound by the exhibitor service kit, which shall form part of the Contract.
3. **Exhibit Walls:** Shell scheme, stand walls (booth back and side) including signs may not exceed an overall height of 2.5 meters, except in wall locations. The construction height of **specially built stands may not exceed 3.5 meters** without written approval from the exhibition managers.  
**Unightly Booths:** The exhibitor must mask off any unsightly booth areas. Show Management, in its sole discretion will determine whether or not booths are unsightly.  
**Aisles:** All aisles must be clear of exhibits, interviews, demonstrations and distribution of literature must be made inside the exhibitor's booth.  
**Booth Number:** A booth number must appear on all specially built backwalls. No signs are allowed above the permissible backwall height.  
**Installation:** All exhibitor displays must be completely installed within the time designated by Show Management for this purpose.  
**Weight:** For most parts in the hall the weight limitation is 500 kg /m2. The exhibition organizer will direct you to the hall authority to obtain exceptions above this limit.
4. **Exhibit Hours:** The organizer reserves the right to change exhibit hours and/or to change the number of days or dates of the exhibition as may be desirable. Exhibitors shall not during the 3 days period of the exhibition conduct or sponsor any classes, seminars, exhibits, or similar activities other than those provided for hereunder.
5. **Installation and Removal Time:** Installation and removal times are to be determined. Dismantling of exhibits may not begin prior to closing time to the last day of show. All exhibits must be removed by time to be determined by organizer. Material not removed by this time will be removed by the organizer and put in storage at exhibitor's expense.
6. **Prohibition of Transfer.** Exhibitors may not assign, sub-let or grant licences, in respect of the whole or any part of the space allotted to them, nor may any cards, advertisements, or printed matter of firms or companies who are not bona fide Exhibitors be exhibited or distributed from any booth.
7. **Amendment to Hall Layout.** The Organisers reserve the right to amend the plan of the Halls and move the position of stands if required by the Hall Owners, Fire Authorities or for any other reason.
8. **General Instructions and Regulations.** Exhibitors must comply with the Organizer's Regulations, the Rules and Regulations issued by the hall owners for exhibition Organisers, stand holders, Exhibitors and contractors, and all Statutory Regulations that have effect at the Halls.
9. **Technical Manual.** A Technical Manual, which is a guide and step-by-step explanation to the Exhibition arrangements including Rules and Regulations which must be adhered to, will be sent to all Exhibitors four months before the Exhibition.
10. **Dangerous Materials.** The following are excluded from the Exhibition: explosives, detonating or fulminating compounds, and all dangerous or harmful substances, including primings, fireworks, matches, etc. Primings, fireworks, matches and similar objects can only be exhibited in the form of imitations and on condition that they contain no inflammable matter. Only goods described at the time of application may be displayed on booths, and any goods not approved by the Organisers must be removed from the building.
11. **Sales Regulations.** No Exhibitor shall be permitted to take orders for products/services not listed in the Contract. Sold exhibits may only be removed after the event. Statutory laws concerning the sale of goods must be adhered to.
12. **Fire, Safety and Health:** The exhibitor assumes all responsibility for compliance with local, city and national ordinances, regulations, rules and laws covering fire safety and health. All exhibit equipment and material will be reasonably located within the display and protected by safety guards and devices where necessary. Only fireproof materials should be used in displays and the necessary fire precautions will be taken by the exhibit.
13. **Soliciting:** Exhibitor is prohibited from distributing literature or souvenirs or other items from outside the boundaries of the exhibitor's booth, unless exhibitor has obtained Show Management's prior written approval. This prohibition including canvassing other exhibits before, after or during Show hours. Canvassing in exhibit halls or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone that is not a paid exhibitor is strictly forbidden. Exhibitors are prohibited from taking photographs of other exhibits or other aspects of the show without Show Management's prior written approval. Exhibitors may photograph only their own booth(s).
14. **Moving Pictures, Sound Devices, and Lighting:** If moving pictures are used the exhibitor agrees to comply with union requirements for the operation of the equipment. Sound movies will be permitted if tuned to conversational level and if not objectionable to neighboring exhibitors. If loud speakers or sound devices are used, they should be turned to conversational level and must not be objectionable to neighboring exhibitors. The Show Management reserves the right to restrict the use of glaring lights or objectionable lighting effects. Audio and/or videotaping outside your designated booth space is strictly prohibited.
15. **Remedies:** If exhibitor fails to make any payment or otherwise breaches any provision of the Exhibit Space Contract and fails to cure within a reasonable time (as defined in the next sentence) after exhibitor has received written notice from Show Management specifying the breach. Show Management shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed; (i) cancel the Contract in whole or in part; (ii) evict exhibitor from any or all of the space being rented by exhibitor, (iii) have any of the Contract's violated provisions specifically enforced; and (iv) exercise any other remedy available by rule of law "Reasonable time" means: (i) immediately, in case of any breach occurring during the show. (ii) 24 hours in the case of any failed payment; (iii) 5 days, in the case of any other breach. In addition, Show Management may keep any and all monies received from exhibitor as liquidated damages, being understood that Show Management's losses and damages from exhibitor's breach of the Contract are difficult to ascertain and that the agreed liquidated damages are not intended as a penalty. Upon cancellation of the Contract, Show Management may (without prejudice to any other available remedy) rent exhibitor's space to another exhibitor, or use such space in any other manner, as Show Management deems necessary, in its sole discretion, without any obligation to exhibitor.
16. **Unoccupied space:** If any of the exhibitor's space remains unoccupied on opening day, exhibitor shall be deemed to have abandoned such space. Thereafter, Show Management shall have the right to rent such space to any other exhibitor or use such space in any other manner, as Show Management deems necessary, in its sole discretion, without any obligation to exhibitor. This section shall not be construed as affecting the obligation of exhibitor to pay the full amount specified in the Contract for space rental.
17. **Liability:** Neither Show Management nor its agents or representatives will be responsible for any injury, loss or damage that may occur to the exhibitor or to the exhibitor's employees, invitees, licensees, or guests or exhibitor's property from any cause whatsoever. Under no circumstances shall Show Management or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Exhibitor acknowledges that the risk allocations of this section are reasonable based on the understanding that exhibitor shall obtain, at its own expense, adequate insurance against any such injury, loss or damage. Show Management shall not be liable for failure to perform its obligations under the Contract as a result of strikes, riots, acts of God, or any other cause beyond its control. Any one visiting, viewing or otherwise participating in exhibitor's booth or exhibit is deemed to be the invitee or licensee, or guest of exhibitor, and not the invitee, licensee, or guest of Show Management. Exhibitor assumes full responsibility to defend, indemnify, and hold Show Management, the exhibition, and their respective parties, harmless from and against claims resulting directly or indirectly from the actions or omissions of exhibitor and/or exhibitor's agents, employees, independent contractors or representatives, whether within or without the scope of authority. There is no other Contract or warranty between the exhibitor and Show Management except as set forth in this document. The rights of Show Management under the Contract shall not be deemed waived except through writing signed by an authorized officer of Show Management.
18. **Insurance:** For the term of the Contract, exhibitor shall at all times maintain insurance sufficient to cover the liabilities of exhibitor under the Contract. The amount and scope of such insurance shall be reasonably satisfactory to Show Management. Such insurance shall also provide coverage for exhibitor's contractual obligations to defend, indemnify, and hold harmless as stated in the Contract. Exhibitor's Insurer shall confirm to Show Management that such insurance cannot be cancelled or changed without thirty (30) days prior written notice to Show Management. Exhibitor agrees to provide Show Management a suitable certificate verifying that the required insurance is and will remain in force for the duration of the show.
19. **Force Majeure:** In case the exhibition hall is damaged or destroyed by fire, the elements, or any other cause or if circumstances make it unreasonably difficult for Show Management to permit exhibitor to occupy the assigned space during any or the whole of the period covered by the show, then during such circumstances Show Management, the building management, and their respective parties will be released and discharged from the obligation to supply space.
20. **Jurisdiction and Attorney Fees:** Should any legal action be commenced to resolve any dispute under the Contract (i) exhibitor hereby consents to venue and jurisdiction in the courts located in India and agrees that no such action may be brought in a forum not located in India, and (ii) the prevailing party shall be entitled to an award of litigation expenses, interest and reasonable attorney fees, in addition to any other remedy obtained.
21. **Taxes and Licenses:** Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or national law applicable to exhibitor's activity at the show. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees or other charges that may become due to any governmental authority concerning exhibitor's activities at the show.
22. **Cancellation:** In the event that exhibitor wishes to cancel some or all of its allotted exhibit space, exhibitor may request and Show Management may grant such cancellation but only with the following understandings: First, all cancellations must be requested in writing and addressed to INTER ADS EXHIBITIONS PRIVATE LIMITED at the address below. Second, Show Management is not required to refund any portion of monies (the 50% deposit, full fee, or otherwise) previously paid by exhibitor. Third, if exhibitor's cancellation request is received by Show Management after the Contract has become effective, but before the final payment date, exhibitor nevertheless agrees to pay the 50% deposit before such cancellation will become effective. Fourth, if exhibitor's cancellation request is received by Show Management after the final payment date exhibitor nevertheless agrees to pay the full stand rental fee based on the original space requirements, before such cancellation will become effective. Show Management assumes no responsibility for having included the name of exhibitor in the Show Catalogue, brochure, news releases, or other materials.
23. **Changes:** If exhibitor requests an increase of its booth space after the Contract has become effective. Show Management will use reasonable best efforts to accommodate such request, subject to space availability, additional fee payment and other circumstances then prevailing. If exhibitor requests a charge that leads to a net reduction of booth space from original requirements, such request shall be covered by Section 16 above.
24. **Payment:** Full payment of booth rental must be completed on or before December 31, 2009. Should an exhibitor fail to comply with this requirement. Show Management has full authority to cancel any or all space assigned to the applicant and to retain the initial deposit. In the event that it becomes necessary for Show Management to engage outside services for the collection of any outstanding payments, the exhibitor agrees to pay all legal fees incurred.
25. **Other Matters:** The exhibition is owned by PennWell Corporation, whose office is at PennWell House, Horseshoe Hill, Upshire, Essex EN9 3SR, UK. The exhibition is organized by INTER ADS EXHIBITIONS PVT. LTD. whose main office is at 859, Phase-V, Udyog Vihar, Gurgaon-122016, Haryana, India. All matters covered in these conditions are subject to the decision of exhibition organizers and all exhibitors must abide by decisions made by the organizers.