Messe München

International trade fair for the beverage, dairy and liquid food industry

October 24–26, 2018
Bombay Exhibition Centre, Mumbai

www.drinktechnology-india.com

drink technology India

Application Form International

drinktec-worldwide@messe-muenchen.de, Tel. +49 89 949-20112, Fax +49 89 949-20128
Messe München GmbH, Messegelände, 81823 München, Germany

Company address

Company (Please underline key word for alphabetical entry)

Street / P. O. Box

Postal code Town

Country

Headquarter (country)

Contact / Title First name Last name
○ Ms
○ Mr

Job function

Member of the following trade associations

Space will be allocated on first come first serve basis as per space availability

Area code Phone + extension Fax

E-mail (personalized)

Homepage

Legal Representative (President, Chairman, General Manager, etc.)

VAT Number

☐ Manufacturer (1) ☐ Dealer (2) ☐ Importer (3) ☐ Distributor (4) ☐ Service company (5) ☐ Association / Institutes / Consulting Services (6) (multiple responses possible)

Indian office / subsidiary with full address

Company

Street / P. O. Box

Postal code Town

Country

Phone

Fax

E-mail (personalized)

Contact / Title First name Last name
○ Ms
○ Mr

Billing address (only if different from the "Company address" above)

Company

Street / P. O. Box

Postal code Town

Country

Phone

Fax

E-mail (personalized)

Contact / Title First name Last name
○ Ms
○ Mr

☐ **Trademarks** (As a dealer / distributor you are obliged to fill in which brands you will exhibit at drink technology India 2018)

Please note: All represented trademarks/companies have to be officially applied as co-exhibitors (cf. A 4).

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drink technology India

Application Form International

Your stand request: (minimum size 9 m², for details on stand equipment please see Participation Terms B 4)

	Front m	x	depth m	= Total space m²
☐ **System stand – Basic Package** EUR 239 / m² (Indian taxes included)				
☐ **System stand – Premium Package** (Minimum stand space: 24 m²) EUR 272 / m² (Indian taxes included)				
☐ **Stand without stand construction services** EUR 224 / m² (Indian taxes included)				

The decoration of the stand has to be provided by the exhibitor.

Your supply markets are:

- ☐ Soft drinks
- ☐ Water
- ☐ Fruit juice
- ☐ Beer and brewery
- ☐ Wine, sparkling wine, spirits
- ☐ Milk, liquid milk products
- ☐ Liquid food (e.g. vinegar, edible oils, mustard, ketchup or soya products)
- ☐ Other

Optional:
Lecture at Exhibitor Forum, only in combination with stand
☐ I am interested in participating in the Exhibitor Forum and would like to receive detailed information.

Participation in the Buyer Seller Meetings
☐ I am interested in the Buyer Seller Meetings and would like to receive detailed information.

Co-exhibitors:
A charge of **EUR 500** will be applicable for each co-exhibitor. Please contact the organizer for the co-exhibitors' application form.

This application form is only valid in conjunction with: A down-payment of 30% of the participation fee upon receipt of the corresponding invoice.

Please complete and submit the attachment together with this application form.

Please take notice of the General Terms of Participation (A) / Technical Guidelines and the Special Terms of Participation (B). The attached General Terms of Participation (A) / Technical Guidelines and the Special Terms of Participation (B) are recognized as legally binding in all parts. Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of Messe Muenchen India Pvt. Ltd. in respect of the above fair.

Place and date

Company stamp and legally binding signature. Please repeat name in print.

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To be completed by trade fair management!	Stand type	Hall	Stand no.	Front	x	Depth	Total space	Date	Notice

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drink technology India

Product-group Categories

Index of Products and Services (Attachment to drink technology India 2018 application form)

Company (English) (Please underline keyword for alphabetical entry)

Country	Postal code	Town

We shall be presenting exhibits and / or services which come under the following product group(s) in the drink technology India 2018 product index:

Important: Completion of this form is mandatory (Multiple responses possible)

1 Technology for the processing and production of milk, dairy products, liquid food, oils and fats

- ☐ 1.1 Machines and equipment for the processing of milk
- ☐ 1.2 Machines and equipment for the production of dairy products
- ☐ 1.3 Machines and equipment for the production of oils and fats
- ☐ 1.4 Machines and equipment for the production of liquid food (sauces, ketchup, marinades, dressings, soups, etc.)

2 Technology for the production of beverages

- ☐ 2.1 Machines and equipment for the production of beer
- ☐ 2.2 Machines and equipment for the production of wine and sparkling wine
- ☐ 2.3 Machines and equipment for the production of spirits
- ☐ 2.4 Machines and equipment for the production of soft drinks
- ☐ 2.5 Machines and equipment for the production of fruit and vegetable juices
- ☐ 2.6 Machines and equipment for the production of bottled water

3 Additional technologies, machines and components for the processing and production of beverages, milk, dairy products and liquid foods

- ☐ 3.1 Cross-industry process technology for the processing and production of beverages, milk, dairy products and liquid food
- ☐ 3.2 Components for process technology
- ☐ 3.3 Filling and packaging technology
- ☐ 3.4 Process automation, control and IT solutions
- ☐ 3.5 Laboratory equipment
- ☐ 3.6 Machines and raw materials for the production of plastic containers and closures
- ☐ 3.7 Containers, packaging materials, packaging accessories and closures
- ☐ 3.8 Raw materials, additives and agents
- ☐ 3.9 Process and production supplies
- ☐ 3.10 Order picking equipment, storage systems, in-house transport vehicles and transport
- ☐ 3.11 Energy systems, utility systems, compressed air and gas supplies
- ☐ 3.12 Water and waste water
- ☐ 3.13 Recycling
- ☐ 3.14 Storage, logistics and transport equipment
- ☐ 3.15 Emissions reduction and building systems
- ☐ 3.16 Restaurant and catering equipment
- ☐ 3.17 Advertising and marketing services
- ☐ 3.18 Trade press
- ☐ 3.19 Research and training
- ☐ 3.20 Planning, consulting, work safety, services and trade associations

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General Terms of Participation (A) / Technical Guidelines (Mumbai)

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 München GmbH. Messe München GmbH is entitled and authorized by Messe Muenchen India Pvt. Ltd. to act on behalf of Messe Muenchen India Pvt. Ltd. With the application, exhibitors express to Messe Muenchen India Pvt. Ltd. their serious interest in taking part in the event as exhibitors. All exhibits must be described precisely on the application form. Co-exhibitors must be named on the application form for co-exhibitors.
The same particulars must be specified as for the exhibitor. Incomplete applications cannot be considered.
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 GmbH is merely acting as a collection agent of Messe Muenchen India Pvt. Ltd. and is deemed to be an agent of Messe Muenchen India Pvt. Ltd. for the purposes of this agreement including for the purposes of the Arbitration provisions at Clause A 19 below.

A 2 Eligible exhibits and exhibitors
The General Terms of Participation (A) / Technical Guidelines and the Special Terms of Participation (B) 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 Pvt. Ltd. and the exhibitor is concluded with the admission. According to this contract, Messe Muenchen India Pvt. Ltd. is authorized to assign a stand 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 Pvt. Ltd. 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 Pvt. Ltd. assign him an acceptable stand area. If Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd., 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 Pvt. Ltd. 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 fulfills the conditions for admission. Only declared and admitted articles shall be exhibited. Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. 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 Messe Muenchen India Pvt. Ltd.'s requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by Messe Muenchen India Pvt. Ltd. at its own discretion, and not according to the order in which applications are received.

A 3 Rental contract
The rental contract comes into force when Messe Muenchen India Pvt. Ltd. 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 neighboring stands, can change by the time the trade fair opens. Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd. because of such changes.
Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd. 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 General Terms of Participation (A)/ Technical Guidelines or the Special Terms of Participation (B), they are nevertheless obliged to pay the participation fee in full and to pay Messe Muenchen India Pvt. Ltd. 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
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.
Admission of the exhibitor does not mean that a contract exists between Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd.. The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the General Terms of Participation (A) / Technical Guidelines or the Special Terms of Participation (B) as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors as if they were his own. If co-exhibitors make direct use of Messe Muenchen India Pvt. Ltd. services by submitting the required application form, Messe Muenchen India Pvt. Ltd. is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without Messe Muenchen India Pvt. Ltd.'s prior written consent.
If an exhibitor is a distributor or dealer then he is obliged to apply all companies which he represents at his stand as co-exhibitors.

A 5 Cancelling the contract
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 Messe Muenchen India Pvt. Ltd. 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 no—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 trade fair, Messe Muenchen India Pvt. Ltd. is entitled to re-let the stand area or use it itself without being obliged to do so, even if the exhibitor has no right to withdraw from the contract. 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. The obligation of the exhibitor to pay the participation fee remains even if Messe Muenchen India Pvt. Ltd. relets the stand space to a third party who would otherwise have been placed elsewhere to avoid giving the impression of a gap in the stand arrangement or if Messe Muenchen India Pvt. Ltd. re-designs the rented area to avoid this impression being made. However, Messe Muenchen India Pvt. Ltd. must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; the exhibitor shall not have more far-reaching rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay 30% of the agreed participation fee as flat-rate compensation for expenses incurred by Messe Muenchen India Pvt. Ltd. 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 trade fair. Messe Muenchen India Pvt. Ltd.'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 Pvt. Ltd. has sustained less damage.
If, for reasons which are beyond the responsibility of the event organizer, e. g. if the imported goods of the exhibitor are denied or partially denied admission by the relevant authorities, or if the exhibits and other exhibition goods do not arrive on time or at all at the event location (e. g. due to loss, transport or customs delays), or if the exhibitor's and/or his representatives' entrance visas are not granted or available in due time and he is thus unable to make use of his stand space to the contractually agreed extent, the exhibitor is not entitled to withdraw from the contract.
Messe Muenchen India Pvt. Ltd. is entitled to withdraw or to terminate the contract if the exhibitor fails to meet his financial obligations to Messe Muenchen India Pvt. Ltd. on time, Messe Muenchen India Pvt. Ltd. has the right but not the obligation to extend the deadline by 5 days and this deadline for payment has not been met. This applies especially if the exhibitor is in default of payments for the down payment of 30% for the projected participation price. Messe Muenchen India Pvt. Ltd. is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect Messe Muenchen India Pvt. Ltd.'s rights, objects of legal protection and interests and Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd.'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 Pvt. Ltd. has sustained less damage.

A 6 Force majeure, cancellation of the event
If Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd., in particular claims for damages. If Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd. to hold the event, Messe Muenchen India Pvt. Ltd. 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 (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 30% of the projected participation price shortly after his application. This first 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. The exhibitor shall receive an invoice 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.
If exhibitors have ordered Messe Muenchen India Pvt. Ltd. services, Messe Muenchen India Pvt. Ltd. is entitled to with-hold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to Messe Muenchen India Pvt. Ltd. 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 B "Terms of payment"). Messe Muenchen India Pvt. Ltd. reserves the right to enforce the lessor's lien, as permitted by law, in order to secure Messe Muenchen India Pvt. Ltd.'s claims arising from the rental. The exhibitor must inform Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd. 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 Pvt. Ltd. does not accept liability for damage to exhibits and stand fittings detained under this clause, unless Messe Muenchen India Pvt. Ltd. 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 Pvt. Ltd., and Messe Muenchen India Pvt. Ltd. must declare its agreement with such.

A 8 Complaint
Complaints about any defects in the stand or exhibition area are to be made in writing to Messe Muenchen India Pvt. Ltd. immediately on occupying the exhibition area, and at the latest on the last day for stand assembly, so that Messe Muenchen India Pvt. Ltd. can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against Messe Muenchen India Pvt. Ltd.

A 9 Liability and insurance
Messe Muenchen India Pvt. Ltd. is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe Muenchen India Pvt. Ltd., its legal representatives or employees are responsible, as well as for other damage caused by intentional or grave breach of duty by Messe Muenchen India Pvt. Ltd., its legal representatives or employees. Messe Muenchen India Pvt. Ltd. is also liable for any damage caused by grave breach of cardinal duties by Messe Muenchen India Pvt. Ltd., its legal representatives or employees. In these cases Messe Muenchen India Pvt. Ltd. is liable only if the damage is direct damage and not consequential damage and then only up to 5 times the net participation fee, at most, Rs. 100,000.00 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special fund under public law. If the exhibitors are entrepreneurs, legal persons under public law or special funds under public law, for the avoidance of doubt, it is clarified that Messe Muenchen India Pvt. Ltd. is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the trade fair.
The same applies to vehicles left on the trade fair grounds by exhibitors, their employees or representatives.
For his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and exhibitors and their exhibition articles or exhibition installations and equipment. 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 10 Photography, filming, video recording and sketching
Only persons authorized by Messe Muenchen India Pvt. Ltd. and in possession of a valid Messe Muenchen India Pvt. Ltd. pass may film, photograph, or make sketches or video recordings in the exhibition halls and the outdoor exhibition area. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, Messe Muenchen India Pvt. Ltd. can demand that the recorded material be surrendered and take legal steps to achieve this end. Photo- graphs of stands which are to be taken outside normal opening hours and need special lighting require Messe Muenchen India Pvt. Ltd.'s prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer.
Messe Muenchen India Pvt. Ltd. is entitled to have photographs, drawings, films and video recordings made of events at the trade fair, of stands and exhibits, and to use them for advertising or general press publications.

A 11 Catering, deliveries to stands
Only companies approved for the event grounds may supply exhibition stands with food, beverages and/or flowers. Deliveries to exhibition stands are only permitted with restrictions. Messe Muenchen India Pvt. Ltd. is authorized to allow deliveries to stands only at certain times.

A 12 Intellectual property rights
Messe Muenchen India Pvt. Ltd. expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, Messe Muenchen India Pvt. Ltd. is entitled but not obliged to set up an Intellectual Property Complaint Office (IP Office) for each trade fair, 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 Pvt. Ltd., 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 Pvt. Ltd. is entitled, although not obliged, to remove from the offender's stand 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 Pvt. Ltd. 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 Pvt. Ltd., unless the latter is guilty of gross negligence or wrongful intent. Without Prejudice to the generality of Clause A 24, the exhibitor agrees to indemnify and keep indemnified Messe Muenchen India Pvt. Ltd. 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 13 Exhibitors' passes
For the time in which the trade fair is held, the exhibitor receives a number of free exhibitors' passes as specified in the Special Terms of Participation. Any additional exhibitors' passes requested are charged for. All exhibitors' passes are numbered and the passes are not transferable. Exhibitors' passes must not be given away or sold to unauthorized third parties, e. g. to persons or companies who wish to offer goods for sale or to render services at the trade fair centre without corresponding authorization from Messe Muenchen India Pvt. Ltd.. Exhibitors' passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors.

A 14 Assembly, staffing and dismantling of stand
The dates for assembly and dismantling, specified in the Special Terms of Participation, must be observed. Stands not occupied by the last day for assembly may be disposed of as Messe Muenchen India Pvt. Ltd. sees fit. Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes. If they break this rule, Messe Muenchen India Pvt. Ltd. is entitled to demand a penalty of EUR 350. Messe Muenchen India Pvt. Ltd. is entitled to exclude from future trade fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the Terms of Participation, without prejudice to Messe Muenchen India Pvt. Ltd.'s right to cancel the contract in accordance with Section A 5 or to a claim for all costs thereby incurred by Messe Muenchen India Pvt. Ltd.

A 15 Verbal agreements
All verbal agreements, individual and special arrangements are valid only with Messe Muenchen India Pvt. Ltd.'s written confirmation.

A 16 Regulations for use
Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors are not permitted to spend the night in the halls or on the open-air grounds. 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 17 Period of limitation, period of exclusion
All the exhibitor's claims against Messe Muenchen India Pvt. Ltd. arising from the stand rental, and all legal proceedings in connection therewith lapse after a period of six months, unless permitted by applicable law. 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 A 8, 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.

A 18 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 19 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 Merchants Chamber (IMC) (the "Rules"), which Rules, 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 3 (three) arbitrators consisting of 1 (one) arbitrator appointed by Messe Muenchen India Pvt. Ltd., 1 (one) arbitrator appointed by Exhibitor and the third arbitrator appointed by the aforesaid two appointed arbitrators. The seat of the arbitration shall be at 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 compositeur. 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 ap-plies 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.

A 20 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 Pvt. Ltd. and Messe München GmbH as well as being forwarded to third parties in order to above all fulfill the purpose of the contract concerned.

A 21 Severability Clause
Should the provisions set out in the General Terms of Participation (A) / 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 22 Authority
The exhibitor warrants that it has full power and capacity and authority to sign “Application” form.

A 23 Legal compliance
The exhibitor warrants that it is in compliance with the Indian laws at the time of signing “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 judgement, injunction, order, decree or award from signing “Application” form and performing activities under this event.

A 24 Indemnification
The exhibitor agrees to indemnify and keep indemnified Messe Muenchen India Pvt. Ltd., 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, co-exhibitor, its employees and agents, involving (a) any loss, damage, destruction or injury to any property whether real or personal of Messe Muenchen India Pvt. Ltd., its employees and agents; (b) any breach of the covenants herein contained or wrongful representations and warranties made by exhibitor, co-exhibitor, its employees and agents; (c) any willful misconduct or gross negligence in performing its obligations under this agreement.

As of November 2017

Title of trade fair:
drink technology India 2018
International trade fair for the beverage, dairy and liquid food industry

Venue:
Bombay Convention & Exhibition Centre, Mumbai/India

Duration:
Wednesday, 24 to Friday, 26 October, 2018

Opening hours:
Wednesday to Thursday 10:00–18:00
Friday 10:00–17:00

Contact:
Messe München GmbH
Messegelände, 81823 München, Germany
Tel. +49 89 949-20112
Fax +49 89 949-20128
drinktec-worldwide@messe-muenchen.de

Organizer:
Messe Muenchen India Pvt. Ltd.
INIZIO 507 & 508, 5th floor,
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Chakala, Andheri (E), Mumbai – 400 099
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info@mm-india.in

Special Terms of Participation (B)

Special Terms of Participation (B)

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 (cf. A 1)
Applications are to be made on the enclosed form, which should be returned to Messe München GmbH 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 (cf. A 2)
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 drink technology India 2018.
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 Pvt. Ltd. has the final decision. Organizers of joint stands are not exhibitors as defined by the Special Terms of Participation.

B 3 Co-exhibitors (cf. A 1 / A 2 / A 4)
Permission for co-exhibitors must be requested in writing. It is subject to the prior consent and admission of Messe Muenchen India Pvt. Ltd. The co-exhibitor can only be admitted if it was admissible as an exhibitor.The registration fee is EUR 500 for each co-exhibitor admitted plus a fee of EUR 350 for the obligatory communication fee in accordance with clause B 14 (Indian taxes included). The invoice for the fee will be sent to the main exhibitor. Co-exhibitors must be registered by the main exhibitor by way of a separate form.

B 4 Participation fees (cf. A 7)
The participation fees (Indian taxes included) per m² of floor space are:
a) In the halls (minimum stand size: 9 m²)

System stand – Basic Package	EUR 239
System stand – Premium Package	EUR 272
(Minimum stand space: 24 m²)	
Stand without stand construction services	EUR 224

Basic equipment for shell scheme model
Stand construction and dismantling, incl. all ancillary costs, comprising:
- Covering the entire floor area of the stand with gray needle punch carpet
- Stand partition walls to the neighboring stands, 2,5 m high, Octanorm system, white
- 1 fascia at the aisle with lettering (max. 20 letters are free of charge, without logo), held by aluminium modular system top edge of stand, 33 cm high, white
- 1 table 70 x 70 cm
- 3 chairs
- 1 coat hanger
- 1 waste paper basket
- 1 socket, 2 KW/220 V
- 1 spotlight, 100 W, per 6 m² of stand area, incl. power consumption and electricity supply

For additional lighting, outlets, etc. it is necessary to order a separate main electrical connection.

Premium equipment for shell scheme model
Stand construction and dismantling, incl. all ancillary costs, comprising:
- High-quality, hard-wearing carpeting in colour of your choice
- Octanorm Maxima lightweight system stand construction, incl. sturdy cabin, rear and side walls
- Lockable cabin
- 1 fascia with lettering of your choice (max. 20 letters per board; 2 fascias on corner stands)
- Furniture comprising 4 chairs, 1 table, 1 sideboard
- 1 coat hanger
- 1 waste paper basket
- 1 socket, 2KW/220 V
- 1 HQI spot per 3 m² stand area

For additional lighting, outlets, etc. it is necessary to order a separate main electrical connection.

The decoration of the stand has to be provided by the exhibitor.

b) Besides the rent of the stand area, the participation fees include extensive services provided by Messe Muenchen India Pvt. Ltd., such as consultation and planning advice, publicity work, organization and technical assistance.

B 5 Terms of payment (cf. A 7)
The deadlines for payment given in the invoices must be observed. This application form is only valid in conjunction with a down payment of 30% of the participation fee upon receipt of the corresponding invoice; and the balance payable should be paid before 45 days before the show. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalog, and provision of workers' and exhibitors' passes.
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. All invoiced amounts in all Messe Muenchen India Pvt. Ltd. invoices, which are connected with the event, are to be paid in EUR, 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.

B 6 Dates of setting up and dismantling (cf. A 14)
Set-up as of October 21–23, 2018
Dismantling as of October 26, 2018, 17:00 hrs onwards

B 7 Stand design and equipment
(cf. Terms of Participation (A) / Technical Guidelines)
Stand height: The maximum construction and advertising height for stand construction is 5 m. Assuming that the Terms of Participation (A) / Technical Guidelines are observed in designing and constructing a stand, drawings need to be submitted for one-storey stand construction in the halls insofar as they are built by the exhibitor. On request, Messe Muenchen India Pvt. Ltd. will check submitted stand construction plans (submitted in two copies) for exhibitors. No specific approval will be issued.
All other stand constructions which are higher than 3 m, multi-storey stands, mobile stands, stands with bridges, stairs, cantilevered roofs, galleries, etc.) and constructions on the open-air exhibition grounds require written approval from Messe Muenchen India Pvt. Ltd.
Two-storey stand construction is permitted in the halls with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by Messe Muenchen India Pvt. Ltd. Approval for the two-stories stand depends on the position of the stand within the hall and the area it occupies. Stand drawings containing elevations and cross-sections, cutaway view, electricity layout, static test report or static load calculation, specification of construction must be submitted in duplicate to Messe Muenchen India Pvt. Ltd.'s Operations Department for approval by the deadline specified, at the latest 8 weeks before stand assembly is to start.
For two-storey structure covering more than 30 m², exhibitors need to install sprinkler system on the ceilings of each storey. The structures of the stand cannot hang on the structures of the hall. It has to be attached to the hall structure.
In the case of infringement of any of the conditions specified here, Messe Muenchen India Pvt. Ltd. is entitled to take action in accordance with the General Terms of Participation.
Messe Muenchen India Pvt. Ltd. will erect partition walls only upon request and at the exhibitor's expense. Exhibitors will receive, in good time, the order form for these walls and further stand walls (height 2.5 m) with the Exhibitors' Manual.

B 8 Other regulations
All building structures on the trade fair grounds shall be executed in accordance with the legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads (apart from flags) from cranes is prohibited for safety reasons.

B 9 Technical installations
Applications for electrical installation, water, drainage, and telecom-munications can be considered only if submitted in due time on the order forms available from Messe Muenchen India Pvt. Ltd. The precise terms of delivery and the connection fees are stated on these forms.

B 10 Restoration of the exhibition areas
All exhibition areas must be handed over to Messe Muenchen India Pvt. Ltd.'s Operations Department in their original condition by the stipulated date for completion of dismantling. At the end of the exhibition, exhibitors must remove from the site all the materials especially the double- sided carpet tape used from their stands by the respective timings stated in the "Operations Schedule."
Messe Muenchen India Pvt. Ltd. is entitled to charge the exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at exhibitor's cost. Such cost shall be paid immediately to Messe Muenchen India Pvt. Ltd. by the exhibitor upon receipt of the charges from Messe Muenchen India Pvt. Ltd.

B 11 Use of equipment
Only cranes, fork-lift trucks and working platforms may be used that have been provided by the Messe Muenchen India Pvt. Ltd. service partners responsible. In special cases, the consent of Messe Muenchen India Pvt. Ltd.'s Operations Department is required.

B 12 Transport of track-laying vehicles
Only track-laying vehicles with smooth track plates, that are also approved for public roadways, may be driven on the roads of the trade fair grounds. The transport of track-laying vehicles into the exhibition halls is permitted only with the express approval of Messe Muenchen India Pvt. Ltd.'s Operations Department. The exhibitor is fully responsible for any damage to road surfaces and hall floors.

B 13 Sales regulations
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. Sales are permitted only to wholesalers, retail or trade customers.

B 14 Catalog, Internet, visitor information
An official trade-fair catalog, an Internet database and visitor information will be compiled for the trade fair. All exhibitors (including co-exhibitors, companies at joint stands) are included, with the name indicated in the application, in these media. The obligatory communication fee (EUR 350) comprises: The exhibitor's company name, town, a product group, a market to which it supplies, hall and stand number in the alphabetical list of the catalog and Internet data-base, one copy of the printed catalog (available at the fair), a basic entry in the Visitor Guide, Visitor Guides in random number and one electronic press compartment. Exhibitors (including co-exhibitors and companies at joint stands) will be offered other entries, e. g. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. The invoice for the obligatory basic entry is sent by Messe Muenchen India Pvt. Ltd.
Any additional media services booked are invoiced by Messe Muenchen India Pvt. Ltd.'s official catalog publisher. Messe Muenchen India Pvt. Ltd. assumes no responsibility for the correctness and completeness of the catalog, Internet 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 Internet database or the visitor information of Messe Muenchen India Pvt. Ltd. at the instigation of the advertiser. Should third parties assert claims against Messe Muenchen India Pvt. Ltd. on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold Messe Muenchen India Pvt. Ltd. fully safeguarded against all claims asserted including all costs of any necessary defence in court on the part of Messe Muenchen India Pvt. Ltd. The same applies to exhibitor entries actuated by exhibitors in the trade fair catalog, the Internet database or the visitor information of Messe Muenchen India Pvt. Ltd.

B 15 Workers' and exhibitors' passes (cf. A 13)
For the time in which the trade fair is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Registered m²	Passes	Registered m²	Passes
up to 12	3	37 to 60	10
13 to 24	4	More than 60	15
25 to 36	6		

The number of exhibitors' passes is not increased for co-exhibitors. Additional exhibitors' passes are obtainable from the trade fair man-agement and will be charged for. Exhibitors' passes are intended solely for stand personnel and must not be passed on to third parties. Workers' passes for setting up and dismantling of stands are available in the numbers required and will be charged for. These passes are valid only during the time of setting up and dismantling and do not authorize the holder to enter the trade fair centre during the event. Workers' passes must not be passed on to unauthorized third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the exhibitor.

B 16 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.

B 17 Alterations
Messe Muenchen India Pvt. Ltd. reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

B 18 Vouchers for three-day tickets
Exhibitors, co-exhibitors and companies at joint stands have the opportunity of ordering—in the Offer of Publicity Materials—an unlimited number of vouchers for three-day tickets. All redeemed vouchers for three-day tickets are included in the participation fee and will not be invoiced.

As of November 2017