

Application for Space Form

The undersigned hereby applies for exhibit space at FESPA Digital Printing India 2009, which will be held from 28th Feb - 2nd March 2009, and agrees to abide by the show rules and regulations which are made part of the Exhibitor's Manual, and by any and all regulations of FESPA Ltd.

This contract shall be governed and contrived in accordance with the laws of India and the parties agree to submit to the non-exclusive jurisdiction of India Courts.

Exhibitor

Company name _____
 Address _____
 _____ Zip/Post code _____
 Country _____ Contact Name _____
 Telephone number _____ Fax number _____
 E-mail _____ V.A.T. number _____

We wish to participate in FESPA Digital Printing India 2009 with:
 SPACE ONLY (FREE BUILD) at 9,200 Rupees / 179 Euros (excluding local tax) per square metre

<input type="text"/> m ² wall stand	<input type="text"/> m ² front stand
<input type="text"/> m ² corner stand	<input type="text"/> m ² island stand (minimum size 50m ²)

SHELL SCHEME STAND at 9,800 Rupees / 199 Euros (excluding local tax) per square metre

<input type="text"/> m ² including walls, fascia and carpet (minimum 9m ²)	Stand Number <input type="text"/>
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Service Tax as applicable.

The participant agrees that the organisers will charge the stand rental as published plus local tax where applicable (in accordance with Article 4 as laid down in the General Terms and Conditions).

The stand rental must be paid in three instalments, as follows:

- 10% of the total invoice within 14 days of the date of the contract
(We will not consider your stand confirmed until we receive this payment and the contract signed and returned).
- 40% of the total rental with 30 days of the date of the advance invoice (will be sent to you 1st October 2008)
- 50% of the balance within 30 days of the date of the final invoice (will be sent to you 1st January 2009)

Exhibitors will under no circumstances be allowed to participate in this event without payment being received in full prior to the event. If applications are made less than 30 days before the first day of construction of the exhibition, the rental shall have to be remitted to the organizers by return of mail. The sum due must be received by the organizers on the first day of construction of the exhibition at the latest.

Date _____ Firm's stamp and signature _____

Terms and conditions for participation

1. General

The following definitions shall apply for these general conditions:

Agreement: the Agreement for space (whether or not including shell stand), entered into between the Organiser and the Exhibitor;

Authorities: the local authority and the fire authority;

Conditions: these general terms and conditions, as deposited under English Law and under the jurisdiction of English Courts;

Exhibition: FESPA Digital Printing India 2009;

Exhibition Manual: the manual to be prepared by FESPA and distributed to the Exhibitors prior to the Exhibition setting out practical aspects of their participation and of the Exhibition;

Exhibition Venue: the location for the Exhibition;

Exhibitor: the company, partnership, firm or individual, including its employees, servants and agents, involved in the field of Services, Products and Equipment required in screenprinting or in processes associated with screenprinting, including digital, pre-press and print systems, to whom space has been allocated for the purpose of exhibiting;

Fees: the sum payable under the agreement for space and services plus VAT where applicable;

Landlord: the owner and management of the appointed Exhibition Venue, its employees or agents;

Organiser: FESPA Limited, a legal entity according to English Law, established in 1962, the user of the Conditions, and its affiliated enterprises that also use these general conditions under registration number 02449446 whose registered office is 7A West Street, Reigate, Surrey RH2 9BL;

Rental: the sum payable under the Agreement for space (whether or not including shell stand) plus local tax if applicable;

Space: Exhibition Space at the venue to be allocated by the Organiser to the Exhibitor in accordance with the agreement.

2. Scope of Application

2.1 The Conditions shall apply to the services provided by the Organiser to the Exhibitor, set out in the Application Form.

2.2 Any terms or conditions used by and/or referred to by the Exhibitor do not apply.

2.3 In case any provision of the Conditions is void or is rendered void, all other conditions shall remain in full force and effect. The Organiser and the Exhibitor will subsequently enter into consultation, in order to agree on replacement of the void condition, taking into account the purpose and intent of the void condition.

2.4 Applications for any consent by the Organiser must be in writing and must set out full details of the matter for which consent is sought. Exemptions from the Conditions may be granted at the Organiser's discretion. No exemption given by the Organiser will be effective unless it is in writing.

3. Allocation of Space

The Organiser shall allocate the space in accordance with the nature of the goods displayed or in a manner they consider best. The Organiser shall reserve the right to re-allocate the space allocated to the exhibitor at any time prior to the commencement of the build-up of the Exhibition. For the duration of the Exhibition the Organiser is entitled to alter the size and dimensions of the site, to transfer or close entrances and exits to the Exhibition halls and undertake other structural alterations. Such re-allocation shall be at the absolute discretion of the Organiser and the Exhibitor shall have no claim or compensation as a result of the re-allocation.

4. Terms of Payment

Payments shall be made by bank transfer to the organisers bank account in agreement with the terms of contract. The stand rental must be paid in three instalments as follows:

1.10% of the total invoice within 14 days of the date of the contract

2.40% of the total rental with 30 days of the date of the advance invoice (will be sent to you 1st October 2008)

3. 50% of the balance within 30 days of the date of the final Invoice (will be sent to you 1st January 2009)

Payment of stand rental only by bank transfer. No cheques will be accepted. All bank charges to be paid by the exhibitor. Exhibitors will under no circumstances be allowed to participate in this event without payment being received in full prior to the event. Local tax may be applicable.

5. Exhibition Cover Charge

In addition to the stand rental fee, each exhibitor will pay an exhibition cover charge of 150 Euros or equivalent. This is payable in advance in full with the first invoice. This charge covers your catalogue entry, exhibitor passes and press promotion.

6. Official Catalogue

An official catalogue will be issued. The Organiser does not accept any liability for any omissions, misquotation or other errors which may occur in the compilation of the catalogue.

7. Cancellation Terms

Under no circumstances the Exhibitor will be permitted to withdraw, cancel or reduce the space booking of the Exhibition after signing the Application Form. However, the Organiser may at his absolute discretion consider special cases of cancellation charges stipulated by the Organiser below:

- 10% of the Rental after signing the Contract by the Exhibitor;
- 50% of the Rental after allocation of space and confirmed to the Exhibitor;
- 75% of the Rental by cancellation less than 3 months before the first construction day of the Exhibition;
- 100% of the Rental less than 4 weeks before the first construction day of the Exhibition.

These charges may be subject to the addition of local tax if applicable.

8. Construction and Decoration Stand

The Exhibitor shall be allowed to erect and decorate his stand within the period stipulated by the Organiser, set out in the Exhibition's Manual.

9. Conduct of Exhibitor

9.1 The Exhibitor shall ensure that the stand is open to view and staffed by competent representatives during Exhibition hours. In the event of any Exhibitor failing to open his stand or uncover his Exhibits the Organiser may do so or may arrange for the stand and exhibits to be removed and the Exhibitor shall be liable for any charges that may be incurred. The Organiser will not be liable for any (consequential) damages or losses, directly or indirectly, irrespective of its nature, sustained by the Exhibitor, as a result of this action.

9.2 The Exhibitor, and all persons for whom he may be considered responsible in any way whatsoever, must conduct himself in such a manner as shall not be objectionable to any other Exhibitor or visitor or the Organiser. Any person who does not comply with these requirements shall be liable, at the discretion of the Organiser to be removed from the Exhibition buildings and refused re-admission during the period of the Exhibition.

9.3 The Exhibitor must conduct his business only from his own stand and must not under any circumstances canvass amongst other exhibitors or visitors to the Exhibition. All efforts to advertise, promote sales and operate exhibits must be conducted as not to cause annoyance or inconvenience to other Exhibitors and visitors.

9.4 Announcements (in person or by any sound process) above the ordinary speaking tone of voice are prohibited without the written consent of the Organiser. audio-visual equipment or amplifiers may not be used without the written consent of the Organiser. Where such consent is granted any equipment used and any seating arrangements made must be in accordance with the requirements of the Landlord and of the Authorities and will be subject to a final inspection on site to agree on noise levels.

If any representation/demonstration causes obstruction within the gangway and/or excess noise or nuisance to any other Exhibitor, the Organiser reserve the right to cancel the presentation/demonstration or restrict the frequency.

9.5 The Exhibitor is not allowed to sub-let the space allotted to him to other parties either wholly or in part without the written approval of the Organiser.

9.6 The stands should give an appearance of unity; no decoration, article or signboard, other than that provided by the Organiser, should appear outside or in front of the stand so as not to be a prejudice to the general aesthetic look or to any other Exhibitor.

9.7 The Exhibitor is responsible to the Organiser for seeing that his stand is maintained in a clean and tidy state throughout the period of the Exhibition. The Exhibitor may not carry out his own stand cleaning and accordingly such stand cleaning will be carried out by the official stand cleaning contractor appointed by the Organiser.

9.8 The exhibitor must comply with all requirements of the Authorities and with the regulations issued by the Landlord.

10. Catering

All articles for human consumption, whether for eating or drinking within the Exhibition premises or dispensed or given away therein, must be obtained from the official caterers to the Exhibition Venue.

11. Movement of Exhibits

11.1 The transport of exhibits to the Exhibition Venue shall be the responsibility and at the expense of the Exhibitor.

11.2 Arrangements for storage or warehousing of exhibits shall be made by the Exhibitor.

11.3 The Exhibitor shall submit a list of exhibits to the Organiser at least six weeks prior to the Exhibition date.

11.4 No exhibits will be allowed in or out of the Exhibition Venue or area without a delivery order or clearance authorization form.

11.5 The Exhibitor shall remove all exhibits from the Exhibition Venue and dismantling of his stand within the period stipulated by the Organiser, set out in the Exhibition's Manual.

12. Damage to the Buildings

The Exhibitor shall not cause or permit any damage to the Exhibition buildings, Exhibition Venue or any part thereof or any of the fixtures and fittings therein not the property of the Exhibitor and shall not alter or interfere with the structure of the Exhibition buildings or Exhibition Venue. The Exhibitor in breach of this regulation shall indemnify the Organiser in respect of any claim for such damage for which the Organiser shall be liable to any third party.

13. Security

13.1 FESPA & Services International will make arrangements for general security. However, Exhibitors will be responsible for the security of the exhibits and Shell Scheme. The Exhibitors will be required to make their own security arrangements through security agencies approved of organisers.

- 14. Insurance**
- 14.1 Each exhibitor exhibits at its own risk and must be insured against loss, damage, theft and fire. The Exhibitor will need to obtain 3rd party insurance for the construction period, open period and breakdown. The exhibitor must take out and maintain Public Liability insurance providing indemnity of £2million or equivalent for the full duration of the show.
- 14.2 The Organiser shall not be responsible for loss or damage to exhibits or other property in the custody of the Exhibitor, his invitees or licensees howsoever caused. The Exhibitor must take out and maintain adequate insurance in respect of all such claims.
- 14.3 Exhibitors must insure against costs and expenses which they may incur in the event of the Exhibition being abandoned, cancelled, postponed or curtailed in whole or in part for causes outside the Organiser's control, since the Organiser accept no responsibility in such an eventually.
- 15. Fire and Risk Safety**
- 15.1 The Exhibitor is responsible for the general Health and Safety associated with this stand and demonstration.
- 15.2 The Exhibitor shall do nothing to jeopardize the current insurance policies or the licenses of the Landlord or the Organiser and the Exhibitor shall in all cases comply with any requirements of the Authorities. Exhibitors who do or omit to do anything which renders the Organiser's or the Landlord's current insurance policy liable for premium loading are responsible for the extra premium payable. An Exhibitor in breach of any of the provisions of this clause will indemnify the Organiser in respect thereof.
- 15.3 All display materials must be fire resisting or treated to be fire resisting to the current and relevant standard and must be installed to the regulations relevant to the Exhibition Venue and Authorities, and to the Organiser's satisfaction.
- 15.4 Laser equipment may not be used or exhibited without the written consent of the Organiser. This consent is subject to the approval of the Authorities and the Organiser reserve the right to pass on to the Exhibitor any inspection fees charged in connection with this.
- 16. Smoke / Gas Outlets**
- Fire regulations require that combustible, harmful or offensive smoke and gases must be exhausted by means of an exhaust pipe via the roof of the building. Costs will be billed to the account of the Exhibitor.
- 17. Dangerous Substances**
- Fire regulations forbid the presence of explosive, radioactive, highly inflammable or other dangerous substances in the building. Should the use of such substances be desired for product presentation, an application must be made in advance to the Organiser, stating the quantity and composition of the substances. The use of the above mentioned substances can only be permitted if this has been approved by the Authorities.
- 18. Gangways**
- The Exhibitor shall not encroach on the gangways on front of his stand and shall ensure that they kept free from obstruction during the whole time the building is open for the purpose of the Exhibition.
- 19. Operating Machinery or Equipment**
- 19.1 Moving machinery or equipment shall, at the expense of the Exhibitor, be installed and protected to the satisfaction of the Organiser, Landlord and Authorities. If such machinery or equipment shall, in the opinion of the Organiser, be too noisy or cause any annoyance to other exhibitors or to visitors, it shall be switched off on request of the Organiser.
- 19.2 Safety devices may be removed only when the machines are not in operation and not connected to the source of power and only for the purpose of showing a visitor the design and construction of the uncovered part or parts. In such cases however, the safety devices which are removed must be placed immediately beside the machine.
- 20. Printing**
- Printing will be permitted with the following provisions:
- Water-based or solventless inks should be used whenever possible.
 - There shall be no more than one day's supply of ink on the floor during the Exhibition.
 - All cleaning of screens using solvents shall be done outside the building.
 - At night, ink is to be removed from the exhibition area.
 - Any solvents used shall have a flash point exceeding 100 degrees Fahrenheit.
 - Exhibitors shall have an approved fire extinguisher in each booth where they are printing with inks contain in solvents.
 - Rags should be stored in self-closing or self-extinguishing approved cans, and must be removed from the building at the end of the day.
- 21. Force Majeur**
- The Organiser shall have the right to suspend or set aside fulfilment pertaining to the Exhibition without being liable to pay any damages if it is prevented to fulfil its obligations as a result of force majeure. Force majeure shall include but is not limited to, next to what is meant with it by law and jurisprudence, all causes from outside, anticipated or not anticipated, that the Organiser cannot influence or could not have influenced, and because of which the Organiser is not able to meet its obligations. Failure by the Organiser's suppliers to meet their obligations that are not attributable to the Exhibitor are included.
- 22. Liability**
- 22.1 The Organiser will execute its obligations pertaining to the Exhibition to the best of its abilities and will exercise due care that may be expected of it.
- 22.2 The Organiser shall not be liable for any (consequential) damages or losses, directly or indirectly, irrespective of its nature, caused by the Exhibitor or their constructors to other exhibitors common property or visitors. The Exhibitor indemnifies the Organiser against all possible claims of third parties as a result of this.
- 22.3 The Organiser will use its reasonable endeavours to ensure the supply of the Services, but shall not incur any liability to the Exhibitor for any loss or damage, if any Services shall wholly or partially fail or cease to be available nor shall the Exhibitor be entitled to any allowance in respect of capital due or paid. The Organiser shall not be liable for damage to and/or loss or destruction of items, materials or information, put at the disposal of the Organiser by, for the benefit of or on behalf of the Exhibitor.
- 22.4 In case of a default by the Organiser that results from the fact that the Exhibitor has provided the Organiser with inaccurate or incomplete information, the Organiser shall not be liable for any (consequential) damages or losses, directly or indirectly, irrespective of its nature. The Exhibitor indemnifies the Organiser against all possible claims of third parties as a result of this.
- 22.5 In case of a default by the Organiser that results from the fact that the Exhibitor has provided the Organiser with inaccurate or incomplete information, the Organiser shall not be liable for any (consequential) damages or losses, directly or indirectly, irrespective of its nature. The Exhibitor indemnifies the Organiser against all possible claims of third parties as a result of this.
- 22.6 In compliance with article 22.2 the limitations of liability mentioned in the Conditions are not applicable if the Organiser has caused the damage intentionally or as a result of gross negligence.
- 23. Limitation of Liability**
- The possible liability of the Organiser to be established judicially will be limited to three times the amount of the underlying invoice, reduced by the out-of-pocket costs, or limited to the amount covered by the liability insurance of the Organiser.
- 24. Termination of Agreement**
- If any Exhibitor shall fail to observe or perform any of the provisions of the Agreement the Organiser shall have the right to terminate the Agreement forthwith by notice in writing to such an Exhibitor. In such event the exhibits of such Exhibitor shall be removed from the Exhibition premises at a time to be stated by the Organiser and thereafter such Exhibitor shall not be entitled to access thereto or to the Exhibition. The Organiser shall be entitled if necessary, to remove and dispatch the said exhibits and property (at the risk and expense of the Exhibitor) to the address of the Exhibitor stated on the Application Form. All Rental paid by the Exhibitor shall be forfeited to and retained by the Organiser and the Exhibitor shall indemnify the Organiser in respect of any (consequential) damages or losses, directly or indirectly, irrespective of its nature, incurred as the result of such failure.
- 25. Cancellation of Exhibition**
- The Organiser shall have the right at all times to abandon, cancel or suspend the Exhibition in whole or in part in the event that there is likely to be insufficient exhibitor participation in and support for the Exhibition, the likelihood of such insufficiency to be determined by the Organiser whose decision shall be final. In the event of such an abandonment, cancellation or suspension, the Exhibitor shall be entitled to receive payment of all Rental paid, but the Organiser shall not be further responsible to the Exhibitor in respect of any (consequential) damages or losses, directly or indirectly, irrespective of its nature, which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the event.
- 26. Bankruptcy or Liquidation**
- Should the Exhibitor become bankrupt, have a receiving order made against him or make any arrangements with his creditors, or being a limited liability company go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) or have a receiver appointed, the Agreement with such Exhibitor shall terminate forthwith save that all Rental shall be forfeited and the balance of the Rental shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organiser against the Exhibitor in respect of any prior breach.
- 27. Copyrights and Patents**
- The Organiser will not be liable for any loss or damage the Exhibitor may sustain in respect of infringement of any of his copyrights or patents arising out of his participation in the Exhibition. The Exhibitor is strongly advised to make formal application for the grant of the registration of a design, as the case may be, not later than six months after the opening of the Exhibition.
- 28. Rights of the Organiser and Landlord**
- 28.1 The Organiser and the Landlord and those authorized by them respectively have the right to enter the Exhibition Venue at any time to execute works, repair and alterations and for any other purposes. No compensation will be payable to an Exhibitor for damages, losses or inconvenience so caused.
- 28.2 The Organiser may at any time in the interest of the good management of the Exhibition, impose such further regulations of general application as they may, in their absolute discretion, think fit.
- 29. Interpretation**
- In the event of any dispute as to the interpretation of the Condition as a translation into a foreign language, the English version shall be taken as authentic.
- 30. Governing Law and Jurisdiction**
- This contract shall be governed and construed in accordance with the laws of India and the parties agree to submit to the non-exclusive jurisdiction of the India courts