



texmac India 2011

2nd International Textile Machinery Exhibition

16 – 19 March 2011

BEC – Bombay Exhibition Center, Mumbai / India

Project-No: 400511

Beginning
of allocation

01 Oct 2010

GENERAL TERMS & CONDITIONS

FOR YOUR RECORDS

1. **Contracting party**
IMAG, Internationaler Messe- und Ausstellungsdienst GmbH
P.O.Box 820 540, 81805 München, Germany
2. **Application and admission as exhibitor**
 - 2.01 In order to take part the exhibitor must complete and sign the official application form and submit it to IMAG before the closing date. The exhibitor thereby accepts the General Terms of Participation. The application is legally binding. Applicants' conditions and reservations are not permitted and are not taken into account.
 - 2.02 The closing date for applications is noted on the application form.
 - 2.03 IMAG confirms receipt of the application in writing. The application and confirmation of its receipt do not give the exhibitor a legal claim to admission or to a certain stand size or location. IMAG can, in particular, reduce the number of square metres requested by the exhibitor, if demand for exhibition space exceeds the space available.
 - 2.04 IMAG decides on the exhibitor's and exhibits' admission. Applicants do not have a legal claim to admission, unless the law provides for such a claim.
The applicant is permitted to take part
 - subject to the exhibition space available and
 - provided he fulfils the requirements specified in these "General Terms of Participation" and the "Special Terms and Conditions" and
 - provided he offers products or services that belong to the event's nomenclature.
 - 2.05 Companies that have not fulfilled their financial obligations for previous events may be excluded from admission.
 - 2.06 IMAG reserves the right to deviate from the type, size and location of the exhibition area requested by the exhibitor, to exclude certain exhibits from admission and to make admission subject to certain conditions.
 - 2.07 After admission, IMAG may allocate to the exhibitor a different exhibition area to the one mentioned in the notice of admission if
 - this is necessary in order to maintain the event's overall appearance if IMAG has not let all the exhibition space available
 - and the exhibitor is provided with an exhibition area of the same quality in terms of location and size.
 - 2.08 If, after admission, IMAG is compelled by circumstances beyond its control, such as an order by the authorities or instructions from the trade fair or exhibition management, to relocate or change individual stands or entrances, aisles and exits, exhibitors cannot make claims against it because of such changes.
 - 2.09 The rental contract comes into force after IMAG has admitted the exhibitor to the event. The exhibitor must pay the participation fees even if, for example, the exhibitor's import wishes are not, or not fully, fulfilled by the authorities concerned, the exhibits do not arrive in time (for example, as a result of loss, transport or customs delays) or do not arrive at all for the event, or entry visas are not available in time for the exhibitor or his representatives.
 - 2.10 IMAG is entitled to allocate to other participants stands which the exhibitor or his representative has not occupied 24 hours before the beginning of the event, without the exhibitor having a right to withdraw from or terminate the contract or make any other claims, in particular for damages, against IMAG.
 - 2.11 IMAG is entitled to revoke admission if it was based on incorrect or incomplete statements by the applicant or if, at a later date, the applicant no longer fulfils the conditions for admission.
3. **Co-exhibitors**
 - 3.01 Stand areas are let only as a single unit and only to a single contracting party as a matter of principle. The exhibitor is entitled to have co-exhibitors at his stand, provided he has informed IMAG of their names and obtained IMAG's prior written consent. IMAG does not give its consent until the co-exhibitors concerned have accepted, in writing, the "General Terms of Participation". Co-exhibitors are subject to the same terms and conditions as main exhibitors.
 - 3.02 The main exhibitor is liable for the debts and negligence of his co-exhibitors and their employees as well as for his own debts and negligence and those of his employees. The same applies to vicarious agents. Main exhibitor and co-exhibitors are jointly and severally liable to IMAG.
4. **Terms of payment**
 - 4.01 When applying to take part, a down payment must be made on the participation fee expected; the amount can be seen on the application form. If the exhibitor is not admitted, the down payment is reimbursed.
 - 4.02 After receiving the invoice for the participation fees, the total amount minus the down payment falls due. The terms of payment in the notice of admission/on the invoice must be observed.
Exhibitors may occupy their exhibition area only if the invoice has already been paid in full.
 - 4.03 If, despite being given a warning and extra time, the exhibitor does not observe the terms of payment, IMAG is entitled to withdraw from the contract and allocate the stand area to another participant.
5. **Assignment, set-off, lien**
The assignment of claims against IMAG, offsetting against the participation fee and the enforcement of a lien are excluded.
6. **Cancellation of the contract**
 - 6.01 IMAG is entitled to withdraw from the contract if composition or bankruptcy proceedings have been instituted against the exhibitor's assets. The exhibitor must inform IMAG thereof immediately.
 - 6.02 If the exhibitor withdraws before being admitted, the amounts specified in the "Special Terms and Conditions" fall due.
 - 6.03 Apart from the right to terminate a contract specified by law, the exhibitor is not entitled to withdraw from the contract or to reduce the stand size unilaterally. If the exhibitor renounces his right to occupy the exhibition area allocated to him, he must pay the expenses mentioned in the "Special Terms and Conditions".
7. **Stand equipment, design and lettering**
The equipment and individual design of the stands are the exhibitor's concern in as far as they exceed the scope specified in the "Special Terms and Conditions" or IMAG's stand construction catalogue. The construction regulations applicable at the event's venue and IMAG's construction guidelines are decisive for the stand's design. Each exhibitor is sent the construction guidelines and the "Exhibitor Manual" with notice of admission. The exhibitor undertakes to coordinate stand design with IMAG before the event. IMAG is entitled to remove or change, at the exhibitor's expense, a stand whose design does not comply with the construction regulations applicable at the event's venue or with IMAG's construction guidelines.
8. **Warranty**
Complaints about any defects in the stand or exhibition area are to be made in writing to IMAG immediately on occupying the exhibition area, and at the latest on the last day of assembly, so that IMAG can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against IMAG.
9. **Exhibits, stand personnel**
All exhibits must be listed individually and with an exact description in the application. Highly flammable or strong smelling exhibits or those whose demonstration involves noise may be exhibited only with IMAG's prior consent. Exhibits may not be removed during the course of the event. The exhibitor undertakes to provide qualified stand personnel during the entire event.
10. **Transport, assembly and dismantling of exhibits and stand equipment**
The transport of exhibits to the exhibition stand and back, the storage of packaging, the use of lifting and carrying equipment, the employment of staff for packing and unpacking, the assembly and dismantling of exhibits, repacking and other associated activities are solely the exhibitor's concern. IMAG assumes no liability in connection with these activities. IMAG can prescribe, with binding force, a local forwarding agent to attend to transport within the exhibition grounds or from the port of arrival.
11. **Liability and insurance**
 - 11.01 IMAG is liable for damage caused intentionally or by gross negligence. In the case of negligence, IMAG is liable only for the infringement of contractual obligations, in particular those relating to essential services. In the case of negligence, IMAG is not liable for consequential damage and is otherwise liable only for a maximum of 3 times the net participation fee. The aforementioned limitations of liability apply only to traders and legal persons; they do not apply for the benefit of IMAG's employers' liability insurance.
 - 11.02 In the case of exhibitors who are traders, IMAG is under no circumstances liable for damage to or loss of goods brought to the event by exhibitors, stand fittings or furnishings. It is immaterial whether such damage or loss occurs before, during or after the trade fair.
 - 11.03 Exhibitors for their part are liable for any culpable damage to persons and property caused by themselves, their employees, their representatives, their exhibits or equipment.
 - 11.04 Exhibitors are solely responsible for the safety of their stands and personnel during assembly, the actual trade fair and dismantling.
 - 11.05 Force majeure, cancellation of the event
If IMAG 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 IMAG, in particular claims for damages. If IMAG 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 IMAG to hold the event, IMAG is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.
12. **Circulars**
When the stand areas have been allocated, exhibitors will be informed by circulars about preparations, participation and the event. Exhibitors are solely responsible for any consequences that arise as a result of ignoring the contents of these circulars.
13. **Proviso**
 - 13.01 Regulations and guidelines of the authorities responsible in the host country, which deviate from these terms of participation or impose additional restrictions, always have priority. The trade fair organisers or the lessor of the exhibition grounds and IMAG are not liable for damages and other disadvantages sustained by the exhibitor.
 - 13.02 The trade fair organisers and IMAG are entitled to postpone, curtail, extend or cancel the event, as well as to close it temporarily or finally, in individual parts or in its entirety, if unforeseen circumstances, such as force majeure, natural catastrophes, war, public disorder, strikes, breakdown or obstruction of transportation or telecommunications, demand such a measure.
Exhibitors do not thereby acquire the right to withdraw from or cancel their contracts. If the event is postponed, curtailed, extended or closed, the exhibitor cannot claim for damages. If the event is cancelled, neither the organisers nor IMAG are liable for damages or other disadvantages sustained by the exhibitor. Upon IMAG's demand, the exhibitor is obliged to bear an appropriate share of the costs incurred for the preparation of the trade fair or joint presentation.
IMAG will determine the share to be paid by each exhibitor.
14. **Final provisions**
 - 14.01 The range of services covered by the participation fee is described in the "Special Terms and Conditions".
 - 14.02 If the exhibitor has commissioned IMAG to perform services, subject to a charge, which are outside the scope of the "Special Terms and Conditions" and the services listed in IMAG's "Exhibitor Manual", he will be invoiced for the costs incurred.
 - 14.03 All verbal agreements, individual and special arrangements are valid only with IMAG's written confirmation.
 - 14.04 For both parties, the rights and obligations arising from this contractual relationship are governed by the law of the Federal Republic of Germany.
 - 14.05 Munich is the place of performance for all financial obligations. The Munich courts shall have jurisdiction for all litigations arising from the contract if the contracting parties are traders, legal persons under public law or a special fund under public law, or at least one of the contracting parties does not fall within the general jurisdiction of the German courts. The same shall apply if, after conclusion of the contract, one of the contracting parties moves his place of residence or customary place of abode from Germany, or his personal whereabouts are not known at the time of bringing an action.
 - 14.06 The contract and any modifications thereto must be made in writing. Should one or several of the aforementioned conditions become invalid in whole or in part, the other conditions will remain effective. These are to be interpreted in such a way that the aim and purpose of the contract remain unaffected.
 - 14.07 All the exhibitor's claims against IMAG lapse after a period of six months from the end of the month in which the closing date of the event falls.

IMAG - Internationaler Messe- und Ausstellungsdienst GmbH, München

Please fill-in pages 1, 2, 3 and 4 and return to IMAG. Pages 5 and 6 are for your records.