

## Application Form



# texmac India 2011

2<sup>nd</sup> International Textile Machinery Exhibition

16 – 19 March 2011

BEC – Bombay Exhibition Center, Mumbai / India

Project-No: 400511

Beginning  
of allocation

01 Oct 2010

In recognition of the enclosed "General Terms of Participation", the "Special Terms & Conditions" we are hereby filling in a legally binding registration form for the participation at a.m. event. We agree in electronic data capture of company details. Please find the legally binding terms and conditions also under [www.imag.de](http://www.imag.de)

### Exhibitor

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street / P.O.Box

\_\_\_\_\_  
Country / City / Postal Code

\_\_\_\_\_  
Managing Director

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Tel. with Area Code

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Internet

\_\_\_\_\_  
European VAT Identification No

### Billing Address: same as "Exhibitor" or

\_\_\_\_\_  
Company

\_\_\_\_\_  
Street / P.O.Box

\_\_\_\_\_  
Country / City / Postal Code

\_\_\_\_\_  
Managing Director

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Tel. with Area Code

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Internet

\_\_\_\_\_  
European VAT Identification No

The exhibitor remains liable for payment, even when the invoice is sent to a separate billing address.

### Space Rental

- The minimum stand area is 12 sqm
- Stand construction must be ordered separately and is mandatory for space less than 37 sqm
- The basic rental charge for stands open one side only is EUR 275,- per sqm
- Additional charges will be applied for stands with more than one open side
- The price of the useable space on the upper floor for 2-storey stands is 50 % of the raw space price for the ground floor space
- Individual exhibitors displaying an operating machine will receive a discounted rate for surface over 100 sqm (see page 2, Option 2)

Kindly fill in either OPTION 1 or OPTION 2 on page 2 of the application form.

Please clearly state your requested sqm and tick the number of open sides required.  
(If no preference is indicated, it will be deemed that exhibitors accept the open side allocated. Respective surcharges will be applicable.)

**Stand Construction must be ordered separately and is mandatory for space less than 37 sqm  
(see stand design, construction & services Order Form)**

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



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### OPTION 1: Exhibitors **without** operating machines

#### Indoor Raw Space

Indoor raw space without stand construction can only be rented with a minimum space of 37sqm

EUR **275,-** / sqm x \_\_\_\_\_ sqm =EUR \_\_\_\_\_

#### Open Side Surcharge

	1 open side (min 12sqm)	2 open sides (min 18sqm)	3 open sides (min 36sqm)	4 open sides (min 80sqm)	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Total sqm	±0%	+5%	+10%	+15%	=EUR _____

#### Registration Fee

Please see point 1.2 of the Special Terms and Conditions

=EUR **395,-**

**ATTENDANCE FEE TOTAL EUR** \_\_\_\_\_

### OPTION 2: Individual Exhibitors **with** operating machines

This option is only applicable when displaying an operating machine and only for individual exhibitors

#### Indoor Raw Space

Indoor raw space without stand construction can only be rented with a minimum space of 37sqm

EUR **275,-** / sqm x \_\_\_\_\_ sqm =EUR \_\_\_\_\_

#### Open Side Surcharge / Large Space Discount

	1 open side (min 12sqm)	2 open sides (min 18sqm)	3 open sides (min 36sqm)	4 open sides (min 80sqm)	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>First 100sqm</b>	±0%	+5%	+10%	+15%	=EUR _____
<b>Next 100sqm</b>	±0%	±0%	±0%	±0%	=EUR _____
<b>Over 200sqm</b>	-10%	-10%	-10%	-10%	=EUR $\frac{1}{2}$ _____

#### Registration Fee

Please see point 1.2 of the Special Terms and Conditions

=EUR **395,-**

**ATTENDANCE FEE TOTAL EUR** \_\_\_\_\_



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**Co-exhibitors and represented companies** (Name and Country)

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(A compulsory registration fee of EUR 395,- for each co-exhibitor has to be paid upon organiser's approval.)

To know about your product spectrum, we kindly ask you to tick the corresponding box.

**texmac India 2011**

- Machinery for spinning preparation, man-made fibre production, spinning, auxiliary machinery and accessories
- Machinery for winding, texturing, twisting, auxiliary machinery and accessories
- Machinery for web formation, bonding and finishing of nonwovens and felting, auxiliary machinery and accessories
- Weaving preparation machinery, weaving, tufting machinery, auxiliary machinery and accessories
- Knitting and hosiery machinery, auxiliary machinery and accessories
- Braiding and embroidery machinery, accessories
- Washing, bleaching, dyeing, printing, drying, finishing, cutting, rolling and folding machinery, auxiliary machinery and accessories
- Machinery and accessories for the making-up industry
- Laboratory testing and measuring equipment, accessories
- Transport, handling, storing and packing equipment, accessories
- Equipment for recycling, waste reduction and pollution prevention, accessories
- Software for design, data monitoring, processing and integrated production
- Associated equipment and products for the textile and making-up industry
- Services for the textile and making-up industry

**Important:**

We hereby acknowledge and accept the "General Terms & Conditions" as well as the "Special Terms & Conditions". With this application the registration fee and a down-payment of 30 % of the total attendance fee to IMAG is due. There is separate invoicing. We realize that IMAG cannot accept any credit-card payment, and will therefore send a cheque to IMAG or transfer the amount due by mentioning the Project Number: **400511** to following account:

**For transfer:** Deutsche Bank München, Account: 166749200, Bank Code: 700 700 10  
SWIFT (BIC): DEUTDEMMXXX, IBAN: DE87 7007 0010 0166 7492 00, UID-No. DE811222682

City and Date

Company stamp and legally binding signature

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

Please specify your exhibits here:

	Length (m)	Width (m)	Weight (kg)

We are

- Manufacturer
- Distributor
- Importer
- Service Company
- Agent

We are member of the following association(s):

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## SPECIAL TERMS & CONDITIONS

## FOR YOUR RECORDS

### Organiser

**IMAG** - Internationaler Messe- und Ausstellungsdiens GmbH  
P.O.Box 820 540, 81805 München, Germany  
Am Messesee 2, 81829 München, Germany

Contact: Mrs. Catherine Schultheiss; Mrs. Nicola Schnellhammer  
Tel.: (+49 89) 949 22-124 / -125, Fax: (+49 89) 949 22-350  
Email: catherine.schultheiss@imag.de; nicola.schnellhammer@imag.de  
www.imag.de

For more information, please contact IMAG at any time.

### 1. Attendance fees

**1.1. Space rental** (min space 12 sqm)  
**Stand Space only** (raw space min 37 sqm) EUR 275,00

Additional open sides will be charged as follows:

2 – open sides, +5%, min 18 sqm

3 – open sides, +10%, min 36 sqm

4 – open sides, +15%, min 80 sqm

The requested stand type can not be guaranteed.

For individual exhibitors displaying an operating machine, the following conditions apply: for surface over 100 sqm no open side surcharge will be applied, and for surface exceeding 200 sqm the raw space rental fee will be reduced by 10%.

The price of the useable space on the upper floor for 2-storey stands is 50 % of the raw space price for the ground floor space.

**1.2. Registration Fee** EUR 395,00

Exhibitors and co-exhibitors are required each to pay the organiser a registration fee.

The registration fee includes:

- Basic entry into the alphabetical list of the exhibition (show catalogue)
- Basic entry on the official website of the exhibition
- Issuing of exhibitor badges (referring to stand size)
- Invitation tickets for visitor promotion
- General advertising expenses
- Administrative expenses

**1.3. Stand Construction**, additional stand equipment and power supply must be ordered separately (see stand design, construction & services Order Form)

### 1.4. Rental for Mixed Exhibits

All agents of foreign manufacturers, with no manufacturing base in India, will pay the rental charges for space and utilities in Euro Rate or equivalent Indian Rupees as stated in this application form. All agents of foreign manufacturers with separate manufacturing base in India will pay the rental charges in Indian Rupees for the exhibits manufactured in India. For the display of exhibits manufactured abroad the rent payable will be in Euro Rate.

The total space booked will be divided equally for purposes of Indian and foreign exhibits irrespective of space occupied by them.

### 2. General Services for Exhibitors

#### 2.1. Services

2.1.1. Technical and organisational management by IMAG during preparation and event-days of the exhibition.

2.1.2. Provision of an organiser's office and other service stations on-site

2.1.3. Daily cleaning of the aisles

2.1.4. Security and fire-protection

#### 2.2. Remarks

2.2.1. An abandonment of single specific or general services is causing no claim to reduce the participation fee.

2.2.2. All materials and the total equipment are provided for the duration of this event on a rental basis only

### 3. Exhibitor's Manual

The Exhibitor's Manual will be sent to every exhibitor after the official admission. Technical or other services within the scope of the trade fair can be ordered in compliance with the there mentioned rules and conditions.

### 4. Cancellation Fee

(s. Point 6 of General Terms of Participation)

In case of cancellation of participation by the exhibitor, following cancellation fees are due:

- Cancellation after receipt of application form, but before allocation date printed on application form: EUR 250,00
- Cancellation after deadline date printed on application form, but before admission date: EUR 500,00
- Cancellation after admission: full attendance fee

### 5. Terms of payment

With this application, a down-payment of 30 % of the total attendance fee to IMAG is due. There is separate invoicing. Since we cannot accept any credit card payment, we kindly ask you to send a cheque to IMAG or to transfer the amount due by mentioning the Project Number: **400511**

**For transfer:** Deutsche Bank München,  
Account: 166749200, Bank Code: 700 700 10  
SWIFT (BIC): DEUTDE33  
IBAN: DE87 7007 0010 0166 7492 00

The balance is due immediately upon receipt of the invoice.

**IMAG - Internationaler Messe- und Ausstellungsdiens GmbH  
München, March 2010**

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## 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