



# 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 "Stand Design, Construction & Services - General Terms & Conditions" as well as the content of the IMAG Stand Construction Brochure, we are hereby filling in a legally binding order form for Stand Construction at a.m. event. We agree in electronically data capture of company details. Please find also the legally binding terms and conditions also under [www.imag-standdesign.com](http://www.imag-standdesign.com)

## APPLICATION DEADLINE: 20 Dec 2010

### 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 must be ordered separately, this order is only for stand construction

### All packages can be used for row, corner, peninsula or island stands.

Detailed information about equipment of the packages can be found in the IMAG Stand Construction Brochure : [www.imag-standdesign.com](http://www.imag-standdesign.com)

BASIC	(min 12 sqm)	EUR	35,00 / sqm x _____	sqm = EUR _____	_____
TREND	(min 12 sqm)	EUR	50,00 / sqm x _____	sqm = EUR _____	_____
SUCCESS	(min 12 sqm)	EUR	60,00 / sqm x _____	sqm = EUR _____	_____
PEAK	(min 12 sqm)	EUR	70,00 / sqm x _____	sqm = EUR _____	_____
PROFESSIONAL	(min 24 sqm)	EUR	on request x _____	sqm = EUR _____	_____
COMMUNICATION	(min 18 sqm)	EUR	135,00 / sqm x _____	sqm = EUR _____	_____
PRESTIGE	(min 24 sqm)	EUR	150,00 / sqm x _____	sqm = EUR _____	_____
PRESTIGE 2-STOREY	(min 36 sqm)	EUR	320,00 / sqm x _____	sqm = EUR _____	_____
SHOWCASE	(min 12 sqm)	EUR	90,00 / sqm x _____	sqm = EUR _____	_____

**TOTAL EUR** \_\_\_\_\_

Please contact us for an INDIVIDUAL STAND DESIGN / CONSTRUCTION

\_\_\_\_\_  
City and Date

\_\_\_\_\_  
Company stamp and legally binding signature

Design, drawings and content of plans and descriptions are property of IMAG. The use is prohibited by law without written permission of IMAG.



# 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

## FOR YOUR RECORDS

Please find further details and specifications of your Shell Scheme Stand in the IMAG Stand Construction Brochure, which you will also find in the internet: [www.imag-standdesign.com](http://www.imag-standdesign.com). All packages can be used for row, corner, peninsula or island stand.

### BASIC

(min 12 sqm)

Price per sqm:  
EUR 35,00



### TREND

(min 12 sqm)

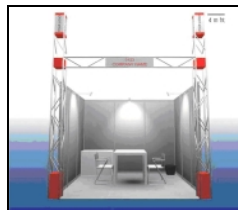
Price per sqm:  
EUR 50,00



### SUCCESS

(min 12 sqm)

Price per sqm:  
EUR 60,00



### PEAK

(min 12 sqm)

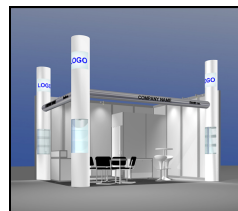
Price per sqm:  
EUR 70,00



### PROFESSIONAL

(min 18 sqm)

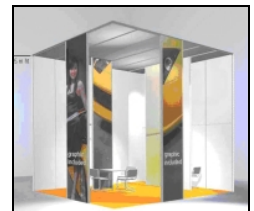
Price per sqm:  
EUR on request



### COMMUNICATION

(min 18 sqm)

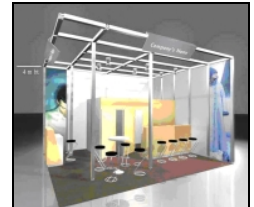
Price per sqm:  
EUR 135,00



### PRESTIGE

(min 24 sqm)

Price per sqm:  
EUR 150,00



### PRESTIGE 2-STOREY

(min 36 sqm)

Price per sqm:  
EUR 320,00



### SHOWCASE

(min 12 sqm)

Price per sqm:  
EUR 90,00



### INDIVIDUAL STAND DESIGN

If you wish to get your individual stand design, we offer you unlimited solutions and full services, such as concept management, design and planning, construction, budget control, site supervision and management. Please contact us for an offer: [standdesign@imag.de](mailto:standdesign@imag.de)

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

**These pictures show examples. The booth might be adapted to the location of your stand at the trade fair hall.**

Design, drawings and content of plans and descriptions are property of IMAG. The use is prohibited by law without written permission of IMAG.



# 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

## SPECIAL TERMS & CONDITIONS

FOR YOUR RECORDS

### Provider

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

Contact: Mrs.Tina Widmann / Mrs. Ingrid Pauler  
Tel.: (+49 89) 949 22-128/-211 / Fax: (+49 89) 949 22-350  
Email: tina.widmann@imag.de / ingrid.pauler@imag.de  
www.imag-standdesign.com

For more information, please contact IMAG at any time.

### 1. All deliveries and services are subject to the "IMAG Stand Design, Construction & Services - General Terms & Conditions"

Any items and services relating to the ordered stand package that are not listed in the IMAG Stand Design, Construction & Services catalogue or on the Stand Design, Construction & Services order form (page 1 and 2), are subject to a charge, and can be quoted separately if required. An additional charge is made for hired material that is not returned until after the end of the last show day of the event. Fitting, painting and electrical work and other auxiliary work, whether ordered in advance or taken up at the exhibition centre, are always subject to a charge and will be invoiced per hour and type of work, in accordance with the agreed hourly rates and surcharges.

The cost of hire relates only to the use of the material and the equipment / items but does not include the cost of any consumables used (electricity, water etc.). The hirer acknowledges that he is responsible for and liable for any loss or damage to all the materials, equipment and items hired and delivered. IMAG accepts no liability for and holds no insurance for any material that the exhibitor hands over to IMAG. The listed prices include the setting up, dismantling and transport of the material.

The cost for electricity (except the lighting and sockets included in the IMAG stand package), water, hanging points, telephone and the installations required for these are not included in the price.

Any recourse to the services of third parties for transport, forklifts, waste disposal, etc. is also subject to a charge, as is any damage that may be caused at the exhibition centre. The exhibitor is bound by the respective Rules and Regulations in force at the venue.

### 2. Attendance fees

(see Application Form SPACE RENTAL) must be ordered separately)

### 3. Stand Construction

BASIC	(min 12 sqm)	EUR	35,00
TREND	(min 12 sqm)	EUR	50,00
SUCCESS	(min 12 sqm)	EUR	60,00
PEAK	(min 12 sqm)	EUR	70,00
PROFESSIONAL	(min.24 sqm)	EUR	on request
COMMUNICATION	(min 18 sqm)	EUR	135,00
PRESTIGE	(min 24 sqm)	EUR	150,00
PRESTIGE 2-STOREY	(min 36 sqm)	EUR	320,00
SHOWCASE	(min 12 sqm)	EUR	90,00

The equipment of your stand package listed in the IMAG Stand Construction Brochure is binding. Costs for additional stand equipment and power supply for the booth and the total power consumption have to be borne by the exhibitor.

### 4. General Services for Exhibitors

#### 4.1. Services

4.1.1. Technical Management and site supervision by IMAG during preparation, built up period and 1<sup>st</sup> show day

#### 4.2. Remarks

4.2.1. If materials and services that have been ordered are subsequently not taken up or only in part, there shall be no reduction to the invoice sum or any substitution by other services. If an exhibitor decides not to take up individual materials or services contained in his order, this does not entitle him to a reduction in the invoice sum.

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

### 5. 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.

### 6. Cancellation Fee

In case of cancellation of the stand construction order by the exhibitor, the following fees are due:

- Cancellation after receipt of the stand construction order and more than 5 weeks before build up starts, EUR 250,00.
- Cancellation after receipt of the stand construction order and 5 weeks to 2 weeks before the build up starts, 70 % of the contracted orders sum.
- Cancellation after receipt of the stand construction order and less than 2 weeks before the build up starts, 100 % of the contracted orders sum.

Additionally see also point 7 of "Stand Design, Construction & Services - General Terms & Conditions".

**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

The balance is due immediately upon receipt of the invoice.

**IMAG - Internationaler Messe- und Ausstellungsdienst GmbH  
München, April 2010**

Design, drawings and content of plans and descriptions are property of IMAG. The use is prohibited by law without written permission of IMAG.



# 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

## GENERAL TERMS & CONDITIONS

## FOR YOUR RECORDS

General terms & conditions in the stand construction, planning and services segments of IMAG

### 1. Scope

This general terms and conditions are exclusively valid in terms of performance in the stand construction, planning and service segments. The consideration of other general terms - with the exception of the general terms and conditions of IMAG as organizer and co-organizer of trade fairs - in particular, of the customer, is expressly contradicted. And this is expressly so in the case, in which these are sent to us in a confirmation letter or in any other way. Any deviating conditions are only valid on the basis of our express consent in writing.

### 2. Quotations and Draft Documents

- 2.01 If quotations are worked out according to the statements made by the customer and on the basis of the documents provided by the relevant trade fair management, the agent does not assume any liability for the correctness of the statements made and of the documents received, unless their faultiness and infeasibility is not recognized deliberately and grossly negligently.
- 2.02 Unless there is nothing else determined in writing, quotations, plans, drafts and drawings, made by the agent, remain the property of the agent with all the rights involved. The customer is obliged not to use these in any other form, in particular with regard to the duplication and distribution and transfer to any third party as well as carrying out of alterations without any express consent of the agent. If this commitment is violated by the customer, he will be obliged, irrespectively of any ongoing injunctive relief and claims, to pay the expense and the drafting of the documents plus an appropriate user fee.
- 2.03 Plan alterations are charged at an hourly fee of EUR 65 for each change from the third alteration onwards. From the assembly date on, alterations with the stand design are only carried out under reserve of their feasibility and under consideration of additional costs (hourly fee of EUR 65).

### 3. Renting

- 3.01 All parts delivered (appliances, furniture, advertising stands) are let to the customer (lessee). The rental property, as a general rule, is used several times and, for this reason, is not always in mint condition.
- 3.02 The rental period is accounted for the period of the trade fair. The rental period commences with the arrival of the rental property at the place of use one day before the beginning of the trade show. It ends at the earliest, following the end of the last day of the trade show. The customer (lessee) has to hand back - at his risk and expense - the rental property immediately following the end of the rental period in the same way to the agent (lessor), as the handing over of the rental property had been done to him.
- 3.03 There will be no partial repayments of rental costs for objects that form part of the standard equipment and are not used by the customer (lessee). These objects may neither be exchanged nor accounted for against other performance.
- 3.04 The agent (lessor) shall provide the customer (lessee) with the requested rental property without further services.
- 3.05 Any deviations in dimensions, weight and colour of the rental property compared to the printed reproduction in the catalogue remain under reserve, in as far as these may be considered minor and are customary.
- 3.06 If ordered rental properties are no longer in stock, the agent reserves the right to deliver comparable items or items of higher quality.
- 3.07 The rental prices include: Assembly / disassembly of the rental property with connection to the interfaces provided as well as a functional briefing. Waiting times are charged. Equally, the services before and during the event generated by the customer (e.g. rehearsals, care) are charged at common market fees. Lifting devices, hub devices and similar items are, if required, not included in the price and have to be paid by the customer (lessee).
- 3.08 The customer (lessee) is obliged to make use of the rental property with care. Any obligations connected to the property, the use and the receipt of the rental property have to be observed - the same is true for maintenance, care, and the agent's recommendations of use. A sub-letting of the rental property is not allowed. The customer (lessee) has to keep the rental property in his immediate property and use it exclusively at the locations agreed upon. The customer ensures that the agent may examine the rental property at any time.
- 3.09 Wall elements damaged without the express consent of the agent by hanging up pictures, exhibits, etc. with screws, nails, etc., or by the gluing of fails that cannot be used again because of the residues, are charged to the customer. The same is true for other rental properties having been damaged.
- 3.09 The stand has to be left empty following the end of the event. Booths are to be emptied and booth doors may not be barred.

### 4. Accomplishment of Performance, Delivery of Rental Property

The completion of stands and other performances agreed upon is done by arrangement, as a rule at the latest by 6 pm upon the day before the opening of the trade show, unless the organizer stipulates another regulation. The agent reserves the right to carry out minor remaining works until the trade fair or exhibition is opened, provided there is no considerable impairment or disturbance of the stand by the customer.

### 5. Acceptance, Duty for Lodging a Complaint

- 5.01 The acceptance is effected following the completion of the overall performance at the point in time agreed, however, at the latest at 6 pm upon the day before the trade fair is opened.
- 5.02 The customer is obliged to do the acceptance, if the preconditions are met. The acceptance remains the same, if the customer does not accept the overall performance, despite being committed to do so.

### 6. Warranty, Liability

- 6.01 With a justified and timely notice of the defect the agent is entitled and obliged - according to its own choice - to provide for a compensation delivery or the rectification of the defects. With a twofold failure of the compensation delivery, respectively the rectification, the customer has reserved the right to demand a price reduction, or with considerable defects the rescission of the contract.
- 6.02 Further demands due to defects or other claims for damages, in particular, because of consequential damage, are excluded, unless there is intention or gross negligence. In any case, liability is limited up to the amount of the contractual sum.
- 6.03 The agent is not liable for any objects left behind during the assembly or disassembly of the exhibition stands before or after the completion of a trade fair, unless there is intention or gross negligence.
- 6.04 Liability is entirely excluded during the duration of the trade fair.
- 6.05 Liability of the Customer.
- The customer is liable vis-à-vis the agent for all damages arising out of the use of the rental properties according to the instructions. The danger of incidental destruction, of incidental or intentional damage as well as theft is borne by the customer from the passing of the risk. In case of a total loss or other destruction of the rental properties, the customer has to bear the current replacement value of the rental properties independent of whether he caused the damage or not.

### 7. Prices and Terms of Payment

- 7.01 The prices of the performance services are defined in the order forms, the special participation conditions and in the Exhibitor or Service Manual. All prices do not include packaging, freight, postage, insurance and other possible forwarding expenses. Taxes, related to sales volume, legally due in the corresponding exhibiting country, are not included either.
- 7.02 The terms of payment are defined according to the relevant quotation and are quoted on the invoices in form of a payment plan or credit period.
- If the payment address is different from the customer's address, the customer guarantees the payment by the recipient of the invoice.
- 7.03 With default of payment the customer is entitled to exercise a lien for all outstanding deliveries and performances without any prior notice, or demand further down payments not having been negotiated up to this point in time. The same is valid, if - due to a deterioration of the financial circumstances becoming known after the conclusion of the contract - the fulfilment of the payment claim seems to be in danger with the customer.

### 8. Rescission

The order placed is legally binding for both parties. A rescission is only possible within 10 days following the receipt of the order confirmation, at the latest, however, 21 days before the beginning of the event. After this date, the contract may no longer be cancelled.

### 9. Charging / Lien

The charging against counter claims by the customer may only be admitted, in case of undisputed or legally valid and determined claims. The assertion of a lien by the customer due to counter claims not acknowledged or not legally binding is excluded, unless these claims are based on the same contractual relationship.

### 10. 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.

### 11. Advertising Permission

The agent is entitled to use graphical material, as well as planning documents of his performance carried out for the relevant customer for his corporate advertising in each possible form.

### 12. Venue

As far as legally admissible, the exclusive venue for any disputes arising out of the contractual relationship is Munich. The contract shall be subject to the law of the Federal Republic of Germany.

### 13. Final Form and Efficiency

All agreements that comprise a supplement or concretisation of these general terms and conditions or of any other contractual conditions of the customer, as well as any further reassurances and settlements are to be made in writing. In case one clause of these general terms and conditions is not effective, the effectiveness of the remaining clauses or agreements shall remain unaffected. In such a case, the invalid clause has to be rephrased or supplemented in the sense that with the ineffective clause the intended economic purpose may be attained in a legally allowed way.

IMAG - Internationaler Messe- und Ausstellungsdiens GmbH, München

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

Design, drawings and content of plans and descriptions are property of IMAG. The use is prohibited by law without written permission of IMAG.