

Organizer



ISHRAE

Event Producer

NÜRNBERG MESSE



Endorsed by



22 - 24 FEBRUARY 2018 | BIEC, BENGALURU

## PARTNERSHIP APPLICATION & CONTRACT FORM - DOMESTIC

Please fill and submit to:

**NUERNBERGMESSE INDIA PVT. LTD.**German House, 2, Nyaya Marg,  
Chankayapuri, New Delhi-110021

Email: mehak.mamtani@nm-india.com

Phone: +91 11 4716 8829

Fax: +91 11 2687 3221

### 1. EXHIBITING COMPANY

Company: .....

Address: .....

City: ..... Pin/Zip: ..... State: ..... Country: .....

Contact Person: Mr./ Ms. .... Designation: .....

Email: ..... Website: .....

Tel: ..... Fax: ..... Mobile: .....

### 2. PARTNERSHIP BOOKING:

 Type: ..... Amount: .....

| PARTICULARS                        | PLEASE SELECT            | AMOUNT (INR) |
|------------------------------------|--------------------------|--------------|
| Curtain Raiser Partner             | <input type="checkbox"/> | 30,00,000    |
| Platinum Partner                   | <input type="checkbox"/> | 25,00,000    |
| ACREX Awards of Excellence Partner | <input type="checkbox"/> | 30,00,000    |
| ACREX Hall of Fame Partner         | <input type="checkbox"/> | 30,00,000    |
| Knowledge Partner                  | <input type="checkbox"/> | 25,00,000    |
| Titanium Partner                   | <input type="checkbox"/> | 20,00,000    |
| Cold Chain Pavilion Partner        | <input type="checkbox"/> | 20,00,000    |
| Building Automation Partner        | <input type="checkbox"/> | 20,00,000    |
| Hospitality Partner                | <input type="checkbox"/> | 15,00,000    |
| aQuest Partner                     | <input type="checkbox"/> | 20,00,000    |
| Gold Partner                       | <input type="checkbox"/> | 12,50,000    |
| Theme Partner                      | <input type="checkbox"/> | 10,00,000    |
| Mobility Partner                   | <input type="checkbox"/> | 10,00,000    |
| Social Media Connectivity Partner  | <input type="checkbox"/> | 10,00,000    |
| Silver Partner                     | <input type="checkbox"/> | 7,50,000     |
| Bronze Partner                     | <input type="checkbox"/> | 5,00,000     |

### PAYMENT TERMS

Taxes as applicable.

50% of the total amount will have to be paid at the time of signing. Balance amount will have to be paid by 15th October 2017.

### OTHERS

We are also interested in  sponsoring\*\*  advertising in the catalogue\*\*  conference\*\*. You will be contacted for further details. The Terms & Conditions, which are printed on the reverse of this Contract and which are also available on the internet [www.acrex.in](http://www.acrex.in) strictly apply.

By signing this Contract, the exhibitor confirms that it has been read and accepted the 'Terms & Conditions' attached with this application, which form part of this contract and agrees to be bound by them.

Signature/Company Stamp: ..... Date: .....

\* ISHRAE HQ / Bengaluru Chapter may from time to time send relevant updates about ACREX India 2018 and other relevant events. Your e-mail will not be passed to 3rd parties. By providing your e-mail address you consent to being contacted by e-mail for direct marketing purpose by ISHRAE HQ / Bengaluru Chapter and its appointed contractors.

Privacy policy: Any information about you, which you give to us, may be used for publication (where you provide details for inclusion in our directories or catalogues and on our website) and also to supply you with information about our products or services in the form of direct marketing activity by phone, fax or post. This information may also be made available to 3rd parties on a list lease or list rental basis for the purpose of direct marketing. We also reserve the right to disclose details about you to authorised law enforcement agencies when we are asked to do so. This is a legally binding document.

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## TERMS & CONDITION

### In these Terms and Conditions the following definitions shall apply:-

ISHRAE means The Indian Society of Heating, Refrigerating and Air Conditioning Engineers whose office is at:

**ISHRAE**

K-43, Basement, Kailash Colony  
New Delhi – 110048  
Tel: +91 11 41635655

“Contract” shall mean the contract established between the Partner and the Organisers upon the Organisers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions and the Application Form, in the Exhibition.

“Fees” shall mean the amount payable for the use of the Partnership benefits (as specified in the Application Form).

“Organisers” shall mean the organization named as the Organiser(s) of the Exhibition on the Application Form.

“Representatives” shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor.

“Rules and Regulations” shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Center made by the Exhibition Center Operator.

“Event Producer” shall mean the organization named under “Event Producer” for the exhibition on the application form.

### Venue, Dates and Timings

“ACREX India 2018” will be held at BIEC, Bengaluru from 22th - 24th February, 2018. The timings of the event are from 10 am to 5 pm.

### Partner and Validity of the Contract

Any company/organisation/institution opting for the Partnership options will be called Partner. Exhibits will be limited to materials, products or services related to the industry. The Organisers reserve the right to determine the eligibility of any material, product or services for display. The contract with the Partner will only be valid after the payment of the full contract price. This agreement is not and shall not be deemed to be a lease or an agreement for lease.

### Allocation of Space

Exhibit space will be allocated according to the date of receipt of Partnership form along with the prescribed payment. The Organisers reserve the right to change or alter the allocated space, in case of unforeseen contingencies or changes in the floor plan.

### Cost

The cost of Partnership depends on the options selected by the Partner.

### Admission

The Organisers reserve the right to refuse admission to any person in the interest of the exhibition or due to safety reasons.

### Entry to the Exhibition

The exhibition will be open to business visitors from 26th - 28th February, 2015. Partner will be entitled to free invitations, based on the Partnership booked.

### Dress Code – Visitors

The Organisers reserve the right to determine whether the attire of the Partner is acceptable and is in keeping with the best interest of the exposition. All Partner are expected to be dressed formally in safari suit, national dress, lounge suit, shirt & tie or service uniform (open collar).

### Operation of Devices and their Sound Levels

Only such devices or exhibits shall be operated in the exhibition premises, which do not distract or disturb visitors, Partners or others present in the area.

### Stand fitting Services

The Organisers will appoint a panel of official contractors to provide stand fitting services for the Partners of the exhibition having the shell scheme. Design of the special stands will be subject to the approval of the Organisers.

### Electrical Services

Electrical services will be available as per the details in the Partners’ manual. Any additional electrical work shall only be carried out by the official electrical contractor. The Partner shall bear the cost of all such electrical works and additional load.

### Service Agencies

Service agencies like freight handling, security, cleaning, stand construction, phones, catering, etc empanelled with the Organisers will only be allowed to provide services to Partners. Other agencies will not be allowed to enter/operate in the exhibition premises.

### Cleaning of Exhibits

The Partners must make arrangements to keep their exhibits presentable, clean and free from dust to the satisfaction of the Organisers. All materials for disposal must be deposited in the areas designated by the Organisers.

### Advertising

The Partners may distribute, only within their stands, hand-bills, brochures or other printed material related to their products. The Organisers reserve the right to prohibit distribution of any publicity material without assigning any reason.

### Confidentiality Clause

No information about specific terms and conditions relating to this agreement can be released to any third parties without the consent of the Partner and the organisers. Any information, including databases and marketing strategies provided by either party to the other in fulfillment of this agreement shall be treated in strictest confidence.

### Cancellation by the Partner

In the event that the Partnering seeks to cancel its Partnership agreement it will nevertheless be liable for the entire Partnership amount specified in the form

### Cancellation by the Organiser

This Agreement shall terminate immediately in the event that the organisers of “ACREX India 2018” cancel, either in whole or in part, the event or activity being Partnered for any reason other than the cancellation by the Partner. The organisers shall not be under any liability for any loss, damage, costs, claims or expenses incurred by the partner in context with his partnership at “ACREX India 2018” .

### Undertaking by the Partners

The Partners undertake that: They are entering into an agreement for participation in “ACREX India 2018” as principals & not as agents or nominee of any third party.

None of the exhibits on display or present at the exhibition premises infringe, or is likely to infringe, any patent, trademark, copyright and other intellectual property rights of any party, and agree that in the event of any breach, this contract may be terminated by the Organisers unilaterally. In such an event, the Partners shall indemnify the Organisers against all costs, claims, demands, losses, liabilities etc.

### Public Safety & Security

Partners & their representatives should be present at their stands at all times during the opening hours of the exhibition in order to receive visitors. They may not close their stands before the officially appointed time of closing.

**Fire:** All inflammable disposable materials (such as empty boxes and other wrappings) should be immediately removed from the exhibition premises.

**Flammable Materials:** The use of flammable materials for the decoration of the stand is prohibited unless such decorations have been treated with a fire retarding substance. Use of heating appliances within the stand is strictly prohibited.

### Insurance and Exhibition Liabilities against unforeseen incidents.

- The Partners are solely responsible for damage which may occur to exhibits, equipment, decorations, stock or stand or any other possessions due to fire, theft, deterioration, loss/damage by water or damage suffered during any fire fighting operations.

- The Partners are responsible for all accidents that may occur to the staff (including the Organisers’ personnel), technicians, employees or Partners on duty in his own or in neighboring stands, due to the use by him or anyone else delegated by him of machines, motors, other appliances or electric power that cause fire.

- The Partners are responsible for all other damages, injuries or accidents, other than those already mentioned, or those that they themselves may foresee, and any other

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damage which may result from their participation in the exhibition, whether directly through their own fault or through the fault of a third party under the Partners' instructions, & affecting the possessions, furniture or building belonging to either the Organisers or to another party.

- The Organisers disclaim all responsibility for risks mentioned above and the Partner shall not be entitled to make any claim, whatsoever be the factors causing such damage.
- The Partners will obtain third party liability insurance from an insurance company. This compulsory insurance must cover accidents suffered by third parties in the building containing the stand of the Partners which involves the liability of the Partner or any of his employees & any liability due to accidents linked with "ACREX India 2018"
- The Partners may insure their exhibits on display against all possible risks that are permitted under the insurance rules.
- Each Partner is reminded that he is responsible for effecting insurance cover for expenses incurred due to abandonment or postponement of the exhibition for any reasons whatsoever.
- The insurance policies mentioned above will have to include the insurer's renunciation of any legal action/penalty arising in the event of damages or accidents against the Executives, Representatives, Directors and Employees of the following organisation

- Organisers
- NuernbergMesse India
- Supporting Association
- Marketing Agents
- Municipality or Local Administration of Bangalore
- Architects and Contractors employed by the Organisers / Event Producers

The period of liability of the Partner shall be deemed to run from the time the Partner or any of his employees, agents or contractors first enters the exhibition site and will continue until all his exhibits and property have been removed.

The Partner shall insure, indemnify and hold the Organisers and event managers harmless in respect of all costs, claims, demands and expenses to which the Organisers may in any way be subject as a result of any loss or injury arising to any person (including members of the delegations, visitors, public, the Organisers' staff, agents or contractors) howsoever caused as a result of any act or default of the Partners, his employees, agents, contractors or invitees. If the Organisers find it necessary, the Partner shall provide proof that he has an adequate insurance cover. The Organisers shall not in any event be held responsible for any restriction or condition which prevents the construction, erection, completion, alteration or dismantling of stands or for the failure of any service amenities provided by the Organisers, for the cancellation or part time opening of the exhibition either as a whole or in part, or for amendments or alterations to all or any of the rules and regulations caused by circumstances not under their control.

### **Safety, Fire, Health and other Laws**

All fire, safety, health and other laws, rules and regulations imposed by local authorities and agencies must be strictly observed by the Partner.

### **Loss**

The Organisers and Event Producers will not be held liable for loss/damage to the exhibits.

### **Right to Reject Exhibits**

The Partner agrees that the exhibits shall be admitted and shall remain solely in strict compliance with the rules and regulations stipulated herein. The Organisers reserve the right to reject or prohibit any exhibit in whole or in part, or any Partner or their representatives with or without giving any reasons.

### **Transfer / Subletting**

This Partnership agreement is personal to the Partner and is non-transferable. No sub-agreements may be granted by the Partner to any other party without the written consent of the organiser.

### **Governing Laws and Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws prevalent in the Union of India. Each of the parties hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of India for all purposes in relation to this agreement, and waives any objections.

### **Stamp and Other Duties**

The Partner shall pay any other taxes or duties, including any interest and penalties, payable on or in connection with this agreement.

### **Exhibitors' Manual and Floor Plan**

Further rules and regulations pertaining to the exhibition found in the exhibitors' manual and other documents supplied by the Organisers will be deemed to form part of this agreement, and shall be binding on the Partners.

### **Disputes**

Disputes, if any arising out of unresolved matters between Partner and the Organisers shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings will be conducted in English and at New Delhi, India only.

### **Force Majeure**

In the event that "ACREX India 2018" is cancelled or suspended in whole or in part by reasons of war, fire, national emergency, labour, non-availability of exhibition premises or re-allocation of exhibition premises or any other cause not within the control of the organisers, the organisers shall be under no liability for any actions, claims or losses.