

Please complete and return to:

**Spielwarenmesse India Pvt. Ltd.**

German House, 2, Nyaya Marg, Chanakyapuri, New Delhi 110 021, India

T: +91 11 471 688 55 / 25 E: sales@spielwarenmesse.in



**kids india**

MUMBAI 4 - 6 Sept 2018

## Application as exhibitor

### 1. Exhibiting company

Company \_\_\_\_\_

Contact person Mr. / Ms. \_\_\_\_\_

Street address \_\_\_\_\_

Postal code / city \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Managing director \_\_\_\_\_

Company website \_\_\_\_\_

GST Number \_\_\_\_\_

### 2. Invoice address (only if different)

See item 7 of the Special Conditions for Participation

Company \_\_\_\_\_

Contact person Mr. / Ms. \_\_\_\_\_

Street address \_\_\_\_\_

Postal code / city \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

GST Number \_\_\_\_\_

### 3. Co-exhibiting company (if applicable)

Maximum 2 co-exhibitors per 9 sqm booth

Company \_\_\_\_\_

Contact person Mr. / Ms. \_\_\_\_\_

Street address \_\_\_\_\_

Postal code / city \_\_\_\_\_

Country \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

### 4. Type of business:

Manufacturer / industry     Wholesale trade     Craft trade     Publisher     Testing and inspecting institutes

Other, please specify \_\_\_\_\_

### 5. Membership status

Please mention if your company is a member of:

The All India Toy Manufacturers' Association (TAITMA)

Sports Goods Export Promotion Council (SGEPC)

Neither     Other, please specify \_\_\_\_\_

### 6. Import Export Code

Does your company have an Import Export Code (IEC)?

Yes, our IEC code is \_\_\_\_\_

No, this is not applicable to us

**Spielwarenmesse India**  
Pvt. Ltd.



## 7. Stand booking

Prices in INR\*

Our requirement

### Option A: raw space only (min. 36 sqm)

This option does not include any stand construction. It is not allowed to use wall partitions of adjacent stands and stand constructions exceeding standard height of 2.50 m require approval by the organizers.

\*INR 10000 per sqm

\_\_\_\_\_ sqm

### Option B: space and shell scheme package (min. 9 sqm)

This option includes for each 9 sqm stand: stand space, wall panels, fascia with company name, carpet on booked space, 1 info counter, 2 chairs, 1 waste paper basket, 3 spotlights, 1 power point.

\*INR 11000 per sqm

\_\_\_\_\_ sqm

### Registration fee

\*INR 2500 per exhibiting company

### Co-exhibitor fee

\*INR 30000 per co-exhibitor

\*Based on the tax regulations in the event country, the services in connection with the event are to be taxed at 18% GST. Subject to change as per government rules.

### Payment terms:

- 50% payment will have to be paid at the time of signing, balance 50% to be cleared before 1st July, 2018.
- Payment vide D.D. in favor of "Spielwarenmesse India Pvt. Ltd. " payable at New Delhi.

## 8. Brands represented:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

We hereby confirm that we have received, taken notice and accept the General Conditions for Participation in Fairs and Exhibitions – International (GCP) and the Special Conditions for Participation in Fairs and Exhibitions – International (SCP) as binding.

We hereby agree that our transferred data can be stored, processed and used by Spielwarenmesse India Pvt. Ltd. and their partner companies for purposes of performing the event and information. We have the right to withdraw this permission at any time without incurring costs other than the basic cost of transmitting this message.

Date

Signature / company stamp

Spielwarenmesse India  
Pvt. Ltd.



# Product groups and their subcategories at Kids India 2018

(Please tick as appropriate)

## 1. Soft Toys

- 1.1. Collector's articles
- 1.2. Plush, fur and fabric toys
- 1.3. Teddy bears
- 1.4. Other soft toys:

## 2. Dolls and Role-Plays

- 2.1. Baby dolls
- 2.2. Designer and collectors' dolls
- 2.3. Dolls clothing and accessories
- 2.4. Dolls parlours and houses
- 2.5. Dolls prams
- 2.6. Fashion dolls
- 2.7. Hairdressing, vanity, domestic appliances and doctors' sets etc.
- 2.8. Play dolls
- 2.9. Puppets
- 2.10. Toy shops
- 2.11. Other dolls and role-plays:

## 3. Educational Toys and Games, Learning and Experimenting

- 3.1. Educational and teaching toys
- 3.2. Experimental kits
- 3.3. Globes
- 3.4. Knowledge and educational games
- 3.5. Musical toys / instruments
- 3.6. Other educational toys and games, learning and experimenting articles:

## 4. Games, Puzzles, Cards, Children's Books and Music

- 4.1. Chess
- 4.2. Children's books
- 4.3. Comics
- 4.4. Music and cd's
- 4.5. Painting books
- 4.6. Puzzles
- 4.7. Quiz and card games
- 4.8. Talking books
- 4.9. Other games, puzzles, cards, children's books and music:

## 5. Electronic Toys and Games, Multimedia

- 5.1. Consoles and accessories
- 5.2. Edutainment
- 5.3. E-toys
- 5.4. Handhelds
- 5.5. Infotainment software (guides, geography, music, films, tv etc.)
- 5.6. Video and e-games
- 5.7. Other electronic games, multimedia products:

## 6. Technical and Action Toys

- 6.1. Battery powered toys / vehicles
- 6.2. Building and construction toys
- 6.3. Metal and plastic toys
- 6.4. Play and action figures
- 6.5. Slot car racing and accessories
- 6.6. Soap bubble toys
- 6.7. Theme worlds (castle, circus, farmyards etc.)
- 6.8. Other technical and action toys:

## 7. Sports, Leisure, Outdoor

- 7.1. Balls and ball sports articles
- 7.2. Bikes and children's vehicles
- 7.3. Billiards, pool table, table soccer
- 7.4. Boxing equipment
- 7.5. Camping articles
- 7.6. Carrom
- 7.7. Cricket articles and accessories
- 7.8. Darts and accessories
- 7.9. Fishing articles
- 7.10. Gymnastic articles
- 7.11. Inflatables
- 7.12. Inline skates and accessories
- 7.13. Juggling articles
- 7.14. Kites
- 7.15. Nets and hammocks
- 7.16. Rackets, hockey sticks
- 7.17. Swimming and bathing articles
- 7.18. Table tennis and accessories
- 7.19. Throwing games, frisbee, boomerangs
- 7.20. Other sports, leisure, outdoor articles:

## 8. Playground Equipment

- 8.1. Play tents and houses
- 8.2. Playground toys
- 8.3. Sand toys
- 8.4. Swings
- 8.5. Trampoline
- 8.6. Other playground equipment articles:

## 9. School Articles, Stationery

- 9.1. Calenders, notepads, posters
- 9.2. Compasses, drawing utensils, sharpeners
- 9.3. Folders, file binders, organization aids
- 9.4. Labels, foils, stickers
- 9.5. Paper, cardboard
- 9.6. Schoolbags and backpacks
- 9.7. Water bottles, lunch boxes
- 9.8. Writing utensils
- 9.9. Other school articles, stationery:

## 10. Creative Design

- 10.1. Beads and mineral stones
- 10.2. Candle making
- 10.3. Craftwork materials and tools
- 10.4. Do it yourself kits
- 10.5. Gift ribbons, wrapping paper, bags
- 10.6. Jewellery and accessories
- 10.7. Needlework, textile design
- 10.8. Painting and artists' articles
- 10.9. Other creative design articles:

## 11. Handicrafts, Gifts and Souvenir Articles

- 11.1. Art and craft accessories
- 11.2. Artistic handicraft toys
- 11.3. Carvings
- 11.4. China and pottery articles
- 11.5. Gifts and souvenir articles
- 11.6. Glass and crystal articles
- 11.7. Traditional indian handicrafts
- 11.8. Traditional jewellery
- 11.9. Other handicrafts, gifts and souvenir articles:

## 12. Wooden Toys

- 12.1. Children's room articles
- 12.2. Games and accessories
- 12.3. Nursery and school articles
- 12.4. Pedagogical and therapeutic wooden toys
- 12.5. Rocking horses
- 12.6. Toy shops and accessories
- 12.7. Other wooden toys:

## 13. Party and Festive Articles, Costumes

- 13.1. Ballons
- 13.2. Candles
- 13.3. Costumes and accessories
- 13.4. Festive and decorative articles
- 13.5. Joke and magic articles
- 13.6. Party lighting
- 13.7. Other party and festive articles, costumes:

## 14. Baby and Infant Articles

- 14.1. Baby clothes
- 14.2. Baby toys
- 14.3. Bed and furniture
- 14.4. Car seats and travel cots
- 14.5. Front carriers
- 14.6. Strollers and accessories
- 14.7. Other baby and infant articles:

## 15. Model Construction, Hobbies

- 15.1. Die-cast-models
- 15.2. Model aircraft and ships
- 15.3. Model construction tools and materials
- 15.4. Model kits
- 15.5. Rc models and accessories
- 15.6. Other model construction, hobby articles:

## 16. Model Railways and Accessories

- 16.1. Children's railways
- 16.2. Model railways
- 16.3. Model railways accessories
- 16.4. Other model railways and accessories:

## 17. License Products

- Name of the license:

## 18. Testing & Inspecting Institutes and Certification Services

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# General Conditions for Participation in Fairs and Exhibitions

(hereinafter referred to as "GCP")

In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "SCP") shall have priority over the GCP

## 1. Application

In order to take part at the exhibition, an applicant must fill out the official printed application form, provided by Spielwarenmesse India Pvt. Ltd. (hereinafter referred to as "SMI"), complete it accurately, sign it in legally effective manner and return it to SMI. The applicant thereby accepts the GCP and SCP as binding. In addition the specific on-site regulations related to the trade show and venue – stipulated in the ExhibitorsManual – become also integral part of the contract. The application constitutes just a contractual offer to SMI and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation.

## 2. Admission / stand space confirmation

The contract comes into force with the written admission by SMI. This is mechanically printed and signed and valid without written signature. The admission of applicants and listed exhibits is in any case at the sole discretion of SMI, especially, but not limited to, in accordance with the GCP and SCP and with the theme, aim and purpose of the event or exhibition. SMI may exclude such applicants from admission that haven't fulfilled their financial obligations towards SMI regarding previous events. In the event of significant divergence between the content of the admission and the content of the application, the contract comes into force in accordance with the content of the admission, if the applicant does not object in writing within two weeks of receipt. Applicants don't have a legal claim to admission, except that legal provisions provides for such a claim. For materially justifiable reasons, especially, but not limited to, in the event of non-availability of sufficient stand space, SMI may exclude individual applicants or suppliers from participation and/or restrict the event to specific groups of applicants or suppliers if deemed necessary for attaining the aim and purpose of the event. SMI may also restrict the listed exhibits and effect alterations to the stand space requested by the applicant. Admission applies only to the listed exhibits, the exhibitors that are specified in the application and to the space stated therein. Other items than those listed and admitted cannot be exhibited. An exhibitor who has previously failed to settle his financial obligations to the SMI or settle them punctually may be excluded from admission.

## 3. Allotment of space

Allotment of space will be made in accordance with the theme and arrangement of the fair or exhibition concerned and subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space. SMI is entitled, if necessary, to alter the size, shape and position of the allotted space. SMI will notify applicants about the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. In case this entails an alteration in the stand rental, reimbursement or additional payment shall result correspondingly. Applicants may withdraw their application within one week of receipt of such notification; regarding this either party may claim any compensation. Any alterations of the location of other stands at the beginning of the fair or exhibition since the admission do not constitute a legal claim of the applicants. Those may not exchange the allotted space among with another or transfer it to a third party, even if only in part, without the prior written consent of SMI.

## 4. Joint exhibitors

Stand spaces are assigned only as complete spaces and only to one contractual partner. Exceptions in individual cases are subject to the sole discretion of SMI. In the event several applicants wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with SMI.

## 5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (hereinafter referred to as „co-exhibitor“) requires a separate application and admission by SMI. Admission of one or more co-exhibitors is subject to a special fee and the prior written consent of SMI. Responsibility for ensuring, that co-exhibitors fulfill the same terms and conditions as the principal exhibitor shall rest with the principal exhibitor.

## 6. Stand rental fee, lien

Stand rental fees/participation fees and terms of payment are set out in the SCP and the application form. The allotted space may be occupied after full payment in due time. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. SMI is entitled to exercise its right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

## 7. Withdrawal of application, cancellation

In case the applicant withdraws his application, cancels the stand space or part of the stand space or does not participate in the event, SMI is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties. The applicant shall remain obliged to pay the following cancellation fees based on the value of the ordered stand rental

fee as set out in clause 6. as a flat-rate compensation for expenses incurred by SMI on withdrawal of application, cancellation or partial cancellation after admission has been confirmed:

- Up to 180 days before the start of the event 50% of the stand rental fee
- Between 180 and 120 days before the start of the event 75% of the stand rental fee and
- Less than 120 days before the start of the event the full amount of the stand rental fee.

This shall not apply if the applicant withdraws his application or cancels the stand space or part of the stand space because of mandatory law. In case the applicant does not participate in the event because of absence and the rented stand space can not relet to third parties, the applicant is obliged to pay the full amount of the stand rental fee as set out in clause 6. SMI reserves the right in any case to claim further damages. The withdrawal of the application and/or the cancellation of the stand space or part of the stand space by the applicant becomes effective with SMI's receipt of the written notice.

## 8. Cancellation of admission by SMI

SMI may cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied by the applicant in good time, i.e. at least 24 hours before the official opening of the event.
- the applicant fails to pay the stand rental fee at the agreed time in accordance with clause 6 and a period of grace granted by SMI lapsed without result.
- an application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- the conditions for stand space confirmation are no longer fulfilled by the registered applicant or SMI receives knowledge of reasons which would have justified exclusion if they had been disclosed earlier.
- the applicant breaches SMI's site regulations.
- the admission is based on incorrect or incomplete statements by the applicant.

If SMI cancels the confirmation of admission the applicant has to pay the full amount of the rental fee as invoiced by SMI in accordance with clause 6. SMI reserves the right to assert further claims for damages. The applicant has no entitlement to claim damages. The applicant retains the right to prove that the requested compensation for costs incurred is too high or that SMI has sustained no loss.

## 9. Cancellation of other services

Once admission has been confirmed, the applicant must pay charges if he withdraws from the contract regarding other services ordered by the applicant. SMI also reserves the right to assert claims for damages. If the applicant cancels the order for other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before the start of the event 25%
- 14 days to 1 day before start of assembly of the event 80%
- The full amount is payable upon the start of the assembly period.

The withdrawal from the contract becomes effective with SMI's receipt of the written notice.

## 10. Exclusion of exhibits

Items not included in the admission document cannot be exhibited. SMI has the right to demand to remove exhibits that are not approved in the admission document and also such exhibits, that are / or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. In case the applicant does not comply with such demand, the said items may be removed by SMI at the expense of the applicant. In case a violation of industrial property rights by an applicant is proved (e.g. based on a valid court ruling against the applicant), SMI may exclude the applicant from participating in subsequent events.

## 11. Stand assembly, equipment and design

Stands must conform to the overall layout of the exhibition. SMI reserves the right to forbid the erection of stands which are in this respect unsuitable or inadequate or to alter them at the applicant's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of applicants must be clearly displayed on the stands. The prior approval of SMI is needed if stand constructions exceed the specified height limits for stands. Prior consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the event, basic items, insofar as these have been provided by SMI, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the

applicant. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the applicant's own expense.

#### 12. Force majeure, cancellation of event

In case SMI is prevented from holding the event for reasons of force majeure or other circumstances beyond its control, an immediate notification shall be sent to the applicants by SMI. Basically the claim to stand rental is voided, but SMI may charge the applicant for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the applicant. Should SMI be in a position to carry out the event at a later date, it is likewise required to notify the applicants to this effect without delay. Applicants are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental. In case SMI is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond its control after the assembly of the event has commenced, the applicant has no claim to any refund or cancellation of the stand rental.

#### 13. Special agreements

All agreements, individual approvals and special arrangements deviating from these GCP or the SCP must be confirmed in writing by SMI.

#### 14. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the applicant, if applicable. The validity of these passes is limited solely to the assembly and dismantling periods and does not cover admission during the event. A limited number of free exhibitor passes will be issued to applicants and their employees for the period of the event. These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn. The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.

#### 15. Advertising

Advertising of all kinds is allowed only within the stand space rented by the applicant for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the admission document. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of SMI. Advertising outside the stand space rented by the applicant is only possible as part of the advertising and sponsoring measures offered by SMI. Advertising of a political nature is forbidden. SMI shall be entitled to prohibit and remove advertising that does not comply with this clause at the expense of the applicant.

#### 16. Creation and use of visual material, photos, drawings, etc.

It is not permitted to photograph, film or otherwise record any fair activity, stands or individual exhibits, except by the press and exhibitors or their authorized agents within their own stands. SMI is entitled to confiscate the recorded material in the event of violation. SMI is entitled to arrange the creation of visual material of any kind, especially photos, drawings and films of fair activity, including the exhibitor's stand and exhibits, and to use such material for press publications and promotion purposes for SMI and its partner companies. The exhibitor hereby agrees to the aforementioned and in case that third-party rights exist to the stand or parts of it will ensure that the third parties concerned grant their consent for the purposes of the provisions. The use of such illustrations that show products exhibited on the exhibitor's stand require the approval of the exhibitor. Only press photographers, other professional photographers and artists authorized by SMI are permitted to undertake commercial photography and drawing work at the fair.

#### 17. Direct selling

Direct selling is not allowed unless expressly permitted by the Exhibitors Manual, in which case objects for sale must be marked clearly with their prices. Applicants are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

#### 18. Cleaning

SMI is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of applicants and must be completed daily before the opening of the event. Applicants have to use the service contractor engaged by SMI for stand cleaning.

#### 19. Supervision

SMI will arrange general supervision in the exhibition center. This shall not affect the liability provisions of clause 20. Applicants are strongly recommended to make their own arrangements for the security of their stands and exhibition items and to effect appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the applicant's own expense by using the service contractor engaged by SMI.

#### 20. Liability, insurance, accident prevention

The applicant is also solely responsible and liable for compliance with the GCP and SPC of persons employed by him at the event. SMI shall bear liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health. In all other cases SMI shall be

liable only:

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the applicant can expect to be regularly fulfilled;
- if SMI is legally obliged to take out liability insurance cover or this is usually the case;
- if SMI has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, SMI is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of INR 100,000.00 for each case of damage. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of SMI's performing and vicarious agents. The principal exhibitor is liable for any debts and negligence of his co-exhibitors and their employees or assistants as well as for his own debts and negligence and those of his employees or assistants. Referring to this both, the principal exhibitor and the co-exhibitor, shall be jointly and severally liable debtors of SMI. The principal exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment. The applicant is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. SMI is entitled to prohibit the exhibition or operation of machinery and/or equipment at its discretion.

#### 21. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the exhibitor. The exhibitor hereby warrants that listed exhibits shall not contravene the intellectual property rights of any third party. Also, if SMI is subject to any litigation or penalty for any such violation, the exhibitor shall be liable to indemnify SMI for the legal fees and any penalty imposed.

#### 22. Site regulations, contraventions

Applicants agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of SMI's employees, who possess official identity cards, must be complied with. Contraventions of the General and Special Conditions for Participation or instructions within the framework of the site regulations shall entitle SMI, if such contraventions continue after warning, to immediate closure of the stand at the applicant's own risk and expense and without claim to compensation.

#### 23. Place of fulfillment and jurisdiction

This contract shall be governed in accordance with prevailing laws of the Republic of India. Any dispute arising hereof shall be subject to the jurisdiction of courts located in New Delhi. However SMI is entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

#### 24. Data protection

Personal data are collected, processed and used by SMI and, if applicable, by service partners in accordance with the provisions of the Information and Technology Act, 2000 and other relevant data protection regulations in India for the purpose of providing support and information for customers and potential customers and for handling the services offered.

#### 25. Consent to the use of data

The exhibitor consents to the storage, processing and use of his data transferred with the application form (company name, address, telephone/fax number and e-mail address) by SMI and, if applicable, by service partners for events and information purposes (advertising). This consent may be cancelled by notifying SMI at any time without incurring additional costs other than the usual transmission costs at the basic rates.

#### 26. Severability clause

If any provisions of these Conditions for Participation are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

#### 27. Dispute Resolution

Any question or difference which may arise concerning the meaning or effect of this contract or concerning the rights and liabilities of the Parties hereunder or any matter arising out of or in connection with this contract shall be referred to an Arbitration tribunal comprising of 3 arbitrators. SMI and the exhibitor shall appoint one arbitrator each and the two appointed arbitrators shall mutually appoint a third presiding arbitrator. The Arbitration proceedings shall be conducted in accordance in the Arbitration and Conciliation Act, 1996, as applicable and the place of arbitration shall be New Delhi. The language of proceedings shall be English.

#### 28. Entirety

GCP, SCP, the Exhibitor's Manual, the confirmation by SMI and other instructions issued by SMI from time to time shall together constitute one single agreement. However, the terms of SCP shall always have an over-riding effect.

As of: October 2017

# Special Conditions for Participation in Fairs and Exhibitions

(hereinafter referred to as "SCP")

## 1. Contract partner

Spielwarenmesse India Pvt. Ltd.  
German House 2, Nyaya Marg,  
Chanakyapuri, New Delhi 110021,  
Delhi, India  
Tel.: +91 11 47168825  
www.kidsindia.co.in

Spielwarenmesse India Pvt. Ltd. (subsequently SMI) acts as the organizer of the trade shows or exhibitions that are held in the Republic of India. Companies intending to participate in the event are hereinafter referred to as "Applicant" or "Exhibitor".

## 2. Contractual terms

The terms for participation in any event organized by SMI in any venue consist of the General Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "GCP"), the SCP, the ExhibitorsManual provided by SMI and all technical conditions notified to the applicant before the exhibition begins. If SMI provides additional exhibition services through service partners, the general terms of business of the respective partner shall – with regard to those additional services – prevail over these SCP in case of discrepancies.

## 3. Venue, duration, opening hours

The exact address of the venue, exhibition show dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the applicant in the Exhibitors Manual.

## 4. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights or extant intellectual property laws in India are not admitted.

## 5. Fees

The participation fees for rental of exhibition space (stand rental fees) are binding as stipulated on the application form. SMI reserves the right to charge prime locations, surcharges for open sides of the stands, registration fees or charges per registered co-exhibiting company. In these cases these charge are clearly stipulated on the application form. The organizer reserves the right to apply a minimum of net space to be ordered by each exhibiting company. Participation fees and other charges may be invoiced in INR or foreign exchange rates as may be applicable. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of exhibition venue.

## 6. Complete rental stand

For the events SMI can offer complete rental stands as specified in the application form. SMI is responsible for assembling and dismantling these complete rental stands. The complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way. The applicant is liable for damage done during the rental period and will be charged with the costs. For avoidance of doubt, it is hereby clarified that any pictorial representation contained in the application form or the Exhibitor Manual are merely illustrative and SMI shall make no warranty for the same.

## 7. Payment conditions

Invoices are payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without charges or deduction quoting invoice number. If the applicant enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the applicant from his obligation to pay. The applicant is not entitled to convert at his own initiative the invoiced amount into any other currency for bank transfer. If for any reason, a conversion into another currency becomes necessary, the applicant shall contact SMI who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The applicant is to provide proof of payment.

## 8. Insurance

Applicants are obliged to make their own adequate insurance arrangements. Insurance for applicants (transport and duration of event) is advisable.

## 9. ExhibitorsManual

SMI may provide to the applicant an ExhibitorsManual with all technical, organizational and venue information as well as order forms for obligatory and optional services. The manual and the service forms may be provided in electronic version or download from the internet. The applicant must carefully read the manual. Rules, regulations and deadlines mentioned in the ExhibitorsManual are binding for all applicants.

## 10. Stand design

The applicant is responsible for stand equipment and decoration. The applicant agrees to erect a minimum of 2.50 meters high stand partition walls on all closed sides of the stand space and to lay floor carpeting. The hall walls or backsides of neighboring stands are not to be used.

**As a general guideline stands exceeding the height of 2.50 m require the approval of SMI. The maximum stand height has to be observed according to the specification of the venue. Details given in the ExhibitorsManual are binding.**

If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. SMI reserves the right to give further instructions concerning the design of stands. Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the exhibition, wallpaper or other finishing material must be removed by the applicants, otherwise applicants will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way. The applicant is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (tapes shall be equivalent to tesafix no. 4964). **The applicant agrees to comply with these conditions. Noncompliance may result in claims for damages by SMI or the neighboring exhibitors affected.**

## 11. Co-exhibitors

Co-exhibitors are companies who appear on the applicant's (= direct exhibitor's) stand and present their own products with their own personnel. All products of co-exhibitors must fulfill the admission criteria of the trade fair and be in line with the exhibition concept. Co-exhibitors are only admissible if they fulfill the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the applicant.

Co-exhibitors will only be fully listed in the official show directory when full payment of co-exhibitors fees / catalogue registration fees has been fully paid. If a co-exhibitor fee / catalogue registration fee applies for the exhibition, SMI will invoice these to the direct exhibitor. SMI reserves the right to limit the number of co-exhibitors per booked stand.

## 12. Represented companies

A company displaying products on a stand which is booked by another company and not being present with their own personnel is called a represented company. The direct exhibitor is obliged to notify SMI of all company names and countries of represented companies on the stand. All products of represented companies must fulfill the admission criteria of the trade fair and be in line with the exhibition concept. Company details of represented company are not fully listed in the show directory. SMI reserves the right to limit the number of represented companies per booked stand.

## 13. Country entry regulations

All applicants and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations of the host country of the exhibition. The refusal of entry or refusal of visa does not constitute a reason for an extraordinary notice of cancellation. Cancellation thereof are governed by clauses 7 and 9 of the GCP.

## 14. Exhibitor claims, written form, place of fulfillment, jurisdiction

All applicant claims against SMI must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing.

Place of fulfillment and jurisdiction is New Delhi, India. However, SMI reserves the right to bring its claims before the court of the place at which the applicant has his place of business.

As of: October 2017