

11<sup>th</sup> - 13<sup>th</sup> December, 2009

Pragati Maidan, New Delhi,

India

Premier medical & healthcare techno trade event <sup>TM</sup>

# Medifest

A Vantage Trade Fair

## PARTICIPATION BOOKING FORM

Company's Name : \_\_\_\_\_

Contact Person : \_\_\_\_\_ Designation : \_\_\_\_\_

Address : \_\_\_\_\_

City : \_\_\_\_\_ Country : \_\_\_\_\_ Postcode : \_\_\_\_\_

Website : \_\_\_\_\_ E-mail : \_\_\_\_\_

Telephone No : \_\_\_\_\_ Fax No : \_\_\_\_\_

Please indicate if you have any special requirements : \_\_\_\_\_

Participating through Agent  Direct   
In case participating through Agent, name of Agent \_\_\_\_\_

**We are** (Please ✓ tick as appropriate)

MANUFACTURERS  EXPORTERS  IMPORTERS  OTHERS (Specify \_\_\_\_\_)

We have (Please fill) Products \_\_\_\_\_ Brands \_\_\_\_\_

### OPTION 1 - SHELL STAND {SIZE OF SHELL STAND REQUIRED ( Minimum - 9 Sqm)}

9 sqm  12 sqm  15 sqm  18 sqm  27 sqm  36 sqm

WE WOULD LIKE TO BOOK \_\_\_\_\_ sqm x Rs./USD \_\_\_\_\_ = \_\_\_\_\_

### OPTION 2 - BARE SPACE {SIZE OF BARE SPACE REQUIRED ( Minimum - 18 Sqm)}

18 sqm  36 sqm  54 sqm  72 sqm  90 sqm

WE WOULD LIKE TO BOOK \_\_\_\_\_ sqm x Rs./USD \_\_\_\_\_ = \_\_\_\_\_

### OPTION 3- VIRTUAL PARTICIPATION

WE WOULD LIKE TO BOOK \_\_\_\_\_ sqm x Rs./USD \_\_\_\_\_ = \_\_\_\_\_

#### Conditions applied :-

1. Shell stand of 9 sqm includes fully constructed stand with carpeted area, panels, 2 chairs, 1 table, 3 spot lights, 1 twin power socket, 1 wastebin and fascia board with company's name, country's name & stand number.
2. Free listing in the Medifest Buyer's Guide.
3. Two Lunch, Tea & Water coupons for all three show days.
4. Booking as per terms & conditions.
5. Booking is subject to availability of shell stand & space.
6. Booking is strictly based on first come first serve basis.
7. Sharing of stand is strictly prohibited without prior consent of Organizer.
8. Taxes (as applicable) will be charged extra.
9. 50% payment to be made within a week after receiving the Proforma invoice.
10. Balance payment to be made as per Proforma invoice.
11. Payment to be made in the name of company issuing invoice.
12. Bank Account details shall be mentioned on the official invoice.

#### EXHIBITOR'S DECLARATION

I/We the undersigned wish to participate in the above exhibition and declare to have read and accepted the rules and regulations given under terms and conditions on the back side. Fax/Mail of the booking contract will be considered as original. Deposits are non - refundable and non-transferable.

Co. Stamp & Auth. Signature

Date...../...../2009

#### Vantage Trade Fairs (P) Limited

23/21 A, Level 2, East Patel Nagar, New Delhi - 110 008 INDIA

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Fax us at : +91-11-30581000

Mail us at : info@vantagetradefairs.com

[www.vantagemedifest.com](http://www.vantagemedifest.com)  
[www.vantagetradefairs.com](http://www.vantagetradefairs.com)

## TERMS AND CONDITIONS FOR PARTICIPATION

### 1. Terms of References :-

- (i) The term "EXHIBITOR" shall include employees, representatives and agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of exhibiting.
- (ii) The term "ORGANISER" means the organizing company "Vantage Trade Fairs (P) Ltd."
- (iii) The term "CONTRACT" means the contract for exhibition space at the exhibition between the Organisers and the Exhibitor, which incorporates the rules and regulations.

### 2. Payment/ Refunds :-

- (i) Exhibitors have the right to claim fifty percent amounts paid towards their participation if the exhibition is cancelled or postponed/preponed for more than ninety days.
- (ii) The Organisers reserve the right to accept or refuse any application without disclosing to the exhibitor any reasons thereof. No Exhibitor may refuse the space, which is allocated to him, nor for such reasons cancel his participation. If the participation of a prospective exhibitor cannot be accepted due to lack of available space, the prospective shall not be entitled to claim or receive any compensation.
- (iii) The agreement to exhibit is irrevocable by the exhibitor and only in exceptional circumstances will the organisers agree to cancel this contract or refund any payment already made.
- (iv) Payment must be made when due otherwise the organisers reserve the right to relocate the stand and retain any amount already paid. The organisers will then also not be responsible for any change / flight hotel reservations.
- (v) The organiser will forfeit fifty percent of the total amount in case of cancellation by the exhibitor sixty days or more before the exhibition. The refund will be made after the completion of exhibition. If the cancellation is made less than sixty days before the exhibition, no amount will be refunded to the exhibitor. Whereas no such claims will be entertained if an exhibitor has made part payment.
- (vi) The Exhibiting Company is liable to pay to the organisers, any hotel, custom or other unpaid bills by their delegates.
- (vii) In the event that an application for Space is not accepted by the Organiser, the application fee paid shall be refunded without interest to the applicant within 30 days from the date of notice of rejection of the application.
- (viii) If an Exhibitor withdraws, for whatever reason, its application before receipt by it of a rejection of its application or after its application has been approved, the application fee paid will be forfeited.

### Safety, Loss or Damage :-

- (i) Exhibitors are wholly responsible for the safety of their exhibits, of themselves and their delegates, employees and of the public when on their stands. The organisers will not accept any responsibility for the loss or damage however caused to any exhibit or the property of any exhibitor. The exhibitor is advised to take an insurance cover for the same.
- (ii) The exhibitor will be totally responsible for the cost of restoring to its original condition, any part of the stand, structure or furniture occupied or leased by it which had been altered or damaged in anyway.
- (iii) Exhibitors may not bring into the exhibition area or have on their stands any substance, which may cause harm to the public or be liable to start a fire or explosion. The organisers may in their absolute discretion demand/takes step to remove any such exhibit or substance at the exhibitor's expense.
- (iv) The Organiser shall take reasonable security precautions in the interest of Exhibitors and Visitors. However, the organiser shall not be held responsible for any loss, theft or damage of exhibits.
- (v) The Exhibitor is liable for any damage caused to the building, floor, walls, panels, carpeting and/or to standard items and fittings provided within the booths. The exhibitor may not apply paint, adhesive or any such material, which would damage the fittings, fixtures and furniture provided by the Organiser. Rights to further claims for damages shall be reserved.
- (vi) All sales or sales promotion activities by Exhibitor including the handing out of literature, brochures, samples, hand outs, etc. must be confined to the designated booth of the Exhibitor. The Organiser directly prohibits any such promotional activities to be carried out by the Exhibitor in the passages; aisles etc. that may tend to obstruct attendees from visiting other booths, exhibits, etc.
- (vii) The Exhibitor will not be permitted to display anything, which causes offensive levels of noise, smell or other effects of pollution.
- (viii) The Safety of Exhibitors, attendees as well as that of exhibits is of paramount importance. Consequently the Exhibitor must scrupulously comply with all relevant fire and other safety regulations. All electrical wiring and electrical fittings must conform to or be better than appropriate standards and no imp joints; lack of fuses, Switches and other unsafe devices will be permitted. No inflammable, poisonous, explosive (including gas cylinders) or radioactive materials shall be used without the approval in writing of the relevant authorities as well as the Organizer. To ensure clear access to safety and fire exits, no obstructions or display materials will be allowed in any of the aisles or passage.

- (ix) No trolleys shall be allowed in any carpeted areas of the Exhibition Venue
- (x) The Exhibitor warrants to the Organiser that displays at the venue does not contain any of the following:
  - (a) critical, defamatory, libellous, slanderous or derogatory messages, statements or material about other countries, territories, governments, cultures, religions, persons, companies, organizations, entities, products, services or otherwise;
  - (b) obscene or indecent articles;
  - (c) messages, statements or material which may be considered violent, racist, harmful or otherwise objectionable in nature; any other information or material which is deceiving, misleading or likely to cause confusion to site visitors.
- (xi) All Exhibitors must be legally registered companies/businesses carrying on business either in India or in their country of origin in accordance with applicable laws. The Organiser may require Exhibitors to produce a copy of their latest business registration certificate, certificate of incorporation or other company/business registration documents, business cards and/or product catalogues and/or other documents/materials as may be required by the Organiser proving that they are carrying on a bona fide business at any time
- (xii) No Exhibitor shall engage in or permit filming, sound or video recording, telecasting and broadcasting at the Exhibition Venue unless prior written approval is obtained from the Organiser

### 3. Services/ Maintenance :-

- (i) The recognition of the Exhibitors and their personnel will be done at the entrance and their stands by special designed Entrance Cards or Name Badges, which only the Organisers are obliged to provide in time.
- (ii) Except with the express written permission of the organisers, only official appointed contractors may be used for any electrical and stand building works, for supply of cranes or other lifting apparatus.
- (iii) The organisers will accept no responsibility for the breakdown of any service or for the postponement of the opening of this event or for any interruption in the open period due to neither any cause beyond their control, or any refund will be made to exhibitors in respect thereof.
- (iv) Organisers reserve the right to change the hotel, venue, flight or stand under unavoidable circumstances.
- (v) The Exhibitor Manual will contain the detailed terms & conditions applicable for: Decoration & Display, Stand dismantling, Exhibitor & Booth representatives.
- (vi) Only electricity can be used as a source of light or power at the Exhibition Venue.
  - (a) All electrical works shall be carried out at Exhibitor's expense by the official contractor appointed by the Organiser. Design plan or proposals for electrical installation must be submitted to reach the Organiser for approval not later than two months before the commencement of the Exhibition. The Organiser may require amendments or variations to be made to the design plan or proposals before approving the same, or may withhold approval at its sole and absolute discretion.
  - (b) Electric current will be supplied in 210-230 volt, single phase. Electric current of a higher voltage, three phases, will be supplied subject to prior arrangement with the Organiser.
  - (c) Electricity, whether from the mains, batteries or generators shall be supplied only through the Exhibition Venue's official contractor.
  - (vii) Exhibitors shall remove all exhibits from the exhibition venue within the period stipulated by the organisers and shall indemnify the organizers against any loss or reason of delay or damage to the Exhibition Hall.
  - (viii) All audio-visual equipment must generate a noise level which does not cause any annoyance or inconvenience to other Exhibitors or visitors. The Organiser reserves the right to appoint one or more exclusive audio-visual equipment suppliers whereupon the Exhibitor shall be obliged to hire the equipment of such exclusive suppliers.

### 4. Rules and Regulations :-

- (i) Application for space must contain details of the proposed exhibit and name of any other company represented by the exhibitor whose products or services are referred to and exhibited.
- (ii) The organisers have the right to modify the duration, venue of the Exhibition or the opening and closing times thereof. Exhibitors shall not be entitled to any claim or compensation in connection with such modifications.
- (iii) The Organisers shall not be responsible for any flight delays, lost or delayed baggage's, cargo, unapproved visas in packages offered by them.
- (iv) Whenever necessary the organiser shall have the right to issue rules and regulations in addition to those herein and they shall be binding on the exhibitors. Kindly refer to [www.vantagemedifest.com](http://www.vantagemedifest.com)

(v) The organisers shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. The organisers reserve the rights to change the space allocated to the Exhibitor at any time prior to the commencement of the erection of the booth by the Exhibitor, should exceptional circumstances so demand and, to alter the space or transfer or close entrances or exits to the Exhibition facilities and to undertake such structural alterations as they may deem fit. The Exhibitor has no right to cancel his participation in the exhibition or to claim compensation as a result of such changes.

(vi) The organisers cannot accept any complaint or claims against them, unless submitted in writing within two weeks of the closing date of the exhibition.

(vii) The Organiser has the sole right to allot appropriate space, (by way of stall or open space) to an Exhibitor. The Organizer further reserves the right to reallocate the Exhibitor to any other space or stall (s) than the first allocated. Please note, for structural reasons pillars and support are fundamentally included in the calculated stand area without entitlement to reduction. The stand rent is paid merely for rented area, i.e., other installations or extensions are not included in this rent. The decision of the Organiser with regard to the allocation of space shall be final and binding on the Exhibitor.

(viii) The Organiser may at their discretion, frame or amend the rules regarding Rights of Admission to the exhibition taking into account the best interests of the Exhibitor and the attendees as also existing rules and regulation in this matter of the landlord of the venue of the exhibition.

(ix) The Organiser has the sole and absolute discretion in relation to the admission of Exhibitors. Until an Exhibitor's application has been accepted in writing by the Organiser, no rights to exhibit are granted nor with standing payment or acceptance of the full rental submitted with the application. The Organiser reserves the right to decline any application without giving any reason

(x) The Exhibitor's license to exhibit at the Exhibition and to use, on a non-exclusive basis, the Space or Stand licensed to the Exhibitor is personal to the Exhibitor and shall not be transferred, assigned, sub-contracted, sub-let or otherwise howsoever shared with any third party. Any Exhibitor who is found by the Organiser in its absolute opinion to have transferred, assigned, sub-contracted, sub-let or otherwise howsoever shared its Space or Stand with a third party, will be obliged to immediately withdraw from the Exhibition, dismantle its Stand and remove its exhibits at its own expense.

(xi) The Organiser reserves the right to maintain a record of those Exhibitors who have breached of the Conditions and may at its sole and absolute discretion refuse to allow these Exhibitors or any of their parent, associate, affiliated and / or subsidiary companies to participate in any or all future events arranged by the Organiser.

(xii) The Organiser has the right at its sole and absolute discretion to prevent two or more Exhibitors with a common ownership or shareholder to attempt to consolidate their Space or Stands or to display the same goods or product range at separate Stands, notwithstanding their application having been accepted.

(xiii) Public auctions/sale shall not be permitted at the Exhibition Venue under any circumstances.  
(xiv) Full particulars of all personnel, agents or representatives of the Exhibitor must be submitted to the Organiser for approval and registration before they may be admitted to the Exhibition Venue. All such personnel, agents and representatives of the Exhibitor as are approved by the Organiser ("authorized personnel") will be issued with badges for identification and admission purposes. The Exhibitor hereby undertake to procure that its authorized personnel shall:-

- (a) display their badges conspicuously whilst at the Exhibition Venue;
- (b) do not pass their badges to any other person;
- (c) return their badges to the Organiser at the conclusion of the Exhibition upon demand by the Organiser;
- (d) comply with all obligations expressed to be imposed by these Conditions on the Exhibitor; and
- (e) comply with all obligations imposed on them as the condition of approval of their admission to the Exhibition by the Organiser.

(xv) Exhibitor shall move in to the Exhibition Venue according to the arrangements and within the time limits specified by the Organiser.

(xvi) All exhibits, Stand materials/Publicity Material and the like of the Exhibitor shall be removed by the relevant Exhibitor immediately after the closing of the Exhibition according to the arrangements and within the time limits specified by the Organiser. Any exhibits or Stand material/Publicity Materials and the like of the Exhibitor left behind at the Exhibition Venue shall be deemed abandoned and shall be disposed of by the Organiser at the expense of the Exhibitor concerned. All proceeds (if any) of such disposal shall be retained by the Organiser and the Organiser shall not be obliged to account the proceeds to the relevant Exhibitor.

(xvii) The Organiser reserves the right to appoint one or more exclusive contractor(s) to handle the movements of all goods and exhibits in and out of the Exhibition Venue, whereupon the Exhibitor shall be obliged to hire the services of such exclusive contractor(s).

(xviii) The Organiser has the sole and absolute discretion in relation to the admission of visitors to the Exhibition (including but not limited to determining any admission requirements or procedures). The Exhibitor acknowledges that the Organiser has given no commitment or guarantee as regards the number of visitors to the Exhibition and the results of the Exhibition and agrees that it has no claim against the Organiser or its agents or representatives in this connection.

(xix) The Exhibitor acknowledges and agrees that the Organiser shall not be responsible for any losses or damages that the Exhibitor's business may suffer and that the Organiser has made no warranties of any kind, express or implied for services to be provided hereunder. The Organiser hereby disclaims any warranty or merchantability or fitness for any particular purpose.

### 5. Exhibits :-

(i) Exhibitors are entitled to exhibit only the announced products and must manage the stand with competent personnel, during the opening period of the exhibition. Any articles exhibited without prior authorisation may be taken away at the exhibitor's risk. Items may not be exhibited outside the limits of the space rented by the exhibitor. The Exhibitor is fully responsible for the cleaning, both inside and outside of his stand(s). Cleaning should not be carried out during the opening times of the Exhibition.

(ii) No one is allowed to exhibit under the name of a Production / Company without their written approval.

(iii) Exhibitors and their representatives should be present on their stands at all times during the opening period of the exhibition. They may not close their stand before the appointed times of closing.

(iv) Exhibitors shall bear the responsibility and expenses for the transport of exhibits to and from the Exhibition venue. Exhibitors shall make their own arrangements, or pay for storage and warehousing of their exhibits, in & outside the exhibition center. The exhibitor must pay transportation custom duty, V.A.T, custom bond, clearing & forwarding charges & all other expenses involved to the concerned authorities before receiving the goods at the exhibition center. Without prior authorisation from the organisers, no article may be removed from a stand while the exhibition is in progress, even if the said article has been sold.

(v) The Exhibitors are fully responsible in shipping their exhibition goods in time, and make sure that the exhibits are ready for display, at least one day before the commencement of the exhibition.

(vi) For Re-export of goods, the exhibitors should make their own arrangement and bear the expenses. The Organisers will not be held responsible, if the said exhibition goods does not reach the Exhibition venue in time due to any reason. The Exhibitors shall not be entitled to any claim or compensation in connection with such happenings.

### 6. General :-

(i) The arrangement and payment for transporting goods to and from the Exhibition Venue, and the receiving, decorating and removing its exhibits are entirely the responsibility of the Exhibitor.

(ii) Any Exhibitor who wishes to use a name on its Stand which is different to that submitted on its application form must submit notice of this change to the Organiser at least three months prior to the commencement of the Exhibition together with the following:-

- (a) documentation (in form and substance satisfactory to the Organiser) signed by a certified accountant or the company secretary (in the case of a registered limited liability company) to prove that only the name of the applicant company has changed and not its ownership; or
- (b) other documentation (in form and substance satisfactory to the Organiser) to show that the new company name belongs to a wholly-owned subsidiary of the applicant.

(iii) The Exhibitor further acknowledges and agrees that the Organiser shall not be responsible for any system malfunctions or failure of telecommunications or other electronic communications at the Exhibition Venue which is beyond the Organiser's control.

### 7. Govt. Laws and Jurisdiction :-

(i) Exhibitors are bound by all and any regulations applicable to participants in fairs and exhibitions in INDIA and outside INDIA.

(ii) INDIAN Law shall be the law of contract between the Exhibitors and Organizers.

(iii) All the dispute and differences arising at any stage shall be decided by the arbitrator appointed mutual consent and is subject to New Delhi Jurisdiction only.

### 8. Supplemental Clause :-

(i) Any matter (s) not specifically covered herein shall be subject solely to the decision of the Organiser, who shall also have full power in the matter of interpretation, amendment and enforcement of all said rules and regulations. Further any such amendments when made and brought to the notice of the Exhibitor shall be and become part of these rules and regulations hereof as though duly incorporated herein and subject to all of the conditions stipulated.