



INTERNATIONAL APPLICATION

The global energy industry will convene under the umbrella of **The smarter E India** at the exhibition grounds of Mumbai from December 14–16, 2021. **The smarter E India** comprises topics and events relating to the new energy world, from power and heat generation to its distribution, storage and consumption.

PLEASE APPLY FOR ONE OF THE FOLLOWING EXHIBITIONS

-  Intersolar India, India's most pioneering exhibition and conference for the solar industry
-  ees India, India's leading electrical energy storage exhibition
-  Power2Drive India, India's premier exhibition for electric mobility and charging solutions

If you would like to book booth space at more than one exhibition, please use a separate form for each exhibition at which you would like to exhibit. Please complete the application in full using block capitals, place crosses in the applicable boxes, add your legally binding signature and send the document to Solar Promotion International GmbH by fax, post or email. Please note that only applications which have been completed in full and signed will be processed. This form can only be used to book booth space at the exhibition you have selected above.

1 Company data

The exhibitor indicated in this form is the service recipient and shall determine the VAT liabilities. Invoiced services shall be taxed to the indicated exhibitor even if the billing address differs. The contact who enters the personal data of other attendees/participants is solely responsible for ensuring that there is a sufficient legal basis to do so in accordance with Article 6 GDPR and therefore that they have the permission of the relevant parties to enter said data. The exhibitor named on this form is the service recipient and shall determine applicable Govt. of India Tax liabilities. Invoiced services shall be taxed to the named exhibitor even if the billing address differs.

a) Exhibitor

Company _____

Address _____

Zip Code _____ City/State _____

Country _____

Tel. (main) _____ Fax (main) _____

Website _____ Email (main) _____

A. Managing director/owner Ms. Mr. Mx First Name _____ Surname _____

Email _____

B. Marketing manager Ms. Mr. Mx First Name _____ Surname _____

Email _____

C. PR manager Ms. Mr. Mx First Name _____ Surname _____

Email _____

GST no. _____

After having its application accepted by the organizers, the exhibitor (with the details entered above) shall become a contracting party for the purposes of participating in the exhibition selected above. The exhibitor's company name and contact information shall be added to the exhibitor list (of the exhibition selected above and of **The smarter E India**). If in the category list (see page 5) the exhibitor also selects product groups from the exhibitions running alongside the selected exhibition, the exhibitor's details shall also be included in this/these exhibitor list(s).

b) Contact/address for correspondence as stated under 1a) A. B. C.

Company _____

Address _____

Zip Code _____ City/State _____

Country _____

Tel. (main) _____ Fax (main) _____

Website _____

Contact Ms. Mr. Mx First Name _____ Surname _____

Email _____

Position held in the company _____

Tel. (extension) _____ Fax (extension) _____

Please note: The exhibitor authorizes the contact named here to make and receive all statements relating to **The smarter E India 2021** (e.g. booth placement, emails containing exhibitor information, ordering of exhibitor passes and advertising documents, all other communication pertaining to the expo and conference planning). The exhibitor is responsible for informing the organizers of **The smarter E India 2021** of any changes to the contact in writing. The organizers of **The smarter E India 2021** cannot be held liable under any circumstances for any errors resulting from the contracting party failing to communicate any changes or failing to do so promptly.

The majority of correspondence relating to **The smarter E India 2021** shall be sent to the email address of the contact named above.

c) Billing address as stated under 1a)

Company Address _____

Zip Code _____ City/State _____

Country _____

Tel. (main) _____ Fax (main) _____

Website _____

Please address the invoice to Ms. Mr. Mx First Name _____ Surname _____

Email _____

The exhibitor named under 1a) shall remain the contracting party for the purposes of participating in **The smarter E India 2021**. If the case arises, the exhibitor shall be liable for all payment requests alongside the recipient of the invoices. It is only possible to subsequently amend the billing address by notifying the organizers of such a change in writing before the invoice has been issued. After the invoice has been issued, changes shall incur a processing fee of €150 per amendment + applicable Govt. of India Taxes per invoice.

2 Preferred booth type and size

We shall make every effort to take your preferred booth type and size into account when allocating the booths. However, we cannot guarantee that your wishes will be met. The organizers are under no obligation to allocate a specific type of booth or a specific booth location. The booth size requested here is binding for the exhibitor; the cancellation policy applies in the event of any subsequent requests for a smaller booth.

Hall? (can only be booked to the nearest full meter)

- 1 side open (row booth) 2 sides open (corner booth)
 3 sides open (peninsula booth) 4 sides open (island booth)

	x		=	
Front meter		Depth meter		Booth size sqm

Comments _____

1 Please see page 3 for the rental prices and page 8 for the cancellation policy. This form can only be used to book booth space at one of **The smarter E India 2021** exhibitions. Information about booth construction services can be found on page 4 of this form.

Booth assignment

Booth assignment shall take place once all the exhibitor's details and wishes have been thoroughly checked. The actual booth location assigned may differ from the wishes stated in this form as a result of the overall demand of all exhibitors and the actual implementation options available on site. Any such discrepancies shall not entitle the exhibitor to cancel their booking.

Rental rates and costs

Please mark	Rate	Re-Booking ¹	Member ²	Non-Member
	Raw Space	€185/sqm	€205/sqm	€240/sqm
	Basic Booth Design	€205/sqm	€225/sqm	€260/sqm

Raw space is the rental of floor space only and does not include any utilities, services, walls, carpet or furnishings. Included with each booth space: Web listing with link to your exhibitor website, free listing in the official Show Catalog complimentary visitor brochures and free visitor registration for your customers.

¹ Re-Booking: Exhibitors of The smarter E India 2019 who apply until February 29, 2021.

² Member: Companies qualify for the member rate if the company applied for the membership program and applied for an Intersolar or ees or Power2Drive or EM-Power exhibition within the past 12 months of application submission. Please be aware: a retroactive discount is not possible.

40% advance payment with application form. 60% part payment on or before September 14, 2021 which would be 90 day before the show. The minimum booth size is 9 sqm. The price calculation for the previous year's exhibitors is contingent on their adherence to the terms of payment. This price shall no longer be valid if a delay in payment arises according to the terms of payment. Once the first warning notice has been issued, the regular booth rental price or member's price is to be paid. In case of cancellation, 40% is Non-refundable and 60% is Refundable, subject to Cancellation policy. Interest of 18% is chargeable for delayed payments. In case the 2nd tranche is not paid, then the location shall be released without notification.

The booth space is only confirmed on receipt of the advance payment. All rights are reserved with the organizer to reallocate the blocked booth on non-receipt of advance payment.

3 The company's range of products/services and planned exhibits and topics

This information shall only be used by the organizers for internal purposes and for allocating your booth space. It shall not be published.

Our company is a: Manufacturer Supplier Distributor Service provider Project developer Engineering Procurement & Construction Researcher Govt. Organizations

Acceptance of the exhibitor's application

The organizers shall decide at their own dutiful discretion whether to accept the exhibitor's application. They are entitled to turn down applications on the basis of the space available at the event and the purpose and structure of the event as determined by them. The exhibitor is obliged to use this form to provide the organizers with sufficient information about the company and the topics and products to be presented by it. The exhibitor's application to participate in the event shall be accepted on the basis of this information. If the exhibitor is planning to use its booth to present multiple topics and products, it must state the percentage share of its exhibit dedicated to each of the individual topics and products. Only topics and products disclosed in this application and approved may be presented at the exhibition. If the planned or actual presentation at the event does not match the details provided in advance and if the exhibitor does not adapt its presentation to be in line with the details given in the application within a reasonable period of time as specified by the organizers, the organizers may prohibit the exhibitor from taking part and remove any materials and exhibits at the exhibitor's expense. In the event of the exhibitor being at fault, the organizers reserve the right to impose a contractual penalty amounting to 25% of the booked booth space and to prohibit the exhibitor from participating in future events. Any further claims made by the organizers shall remain unaffected by this.

Venue

Bombay Exhibition Center (BEC)
Western Express Highway, Goregaon East
Mumbai 400 063, India

Hours

The hours of **The smarter E India 2021** exhibitions are as follows:

December 14, 2021 10:00am–6:00pm

December 15, 2021 10:00am–6:00pm

December 16, 2021 10:00am–5:00pm

The exhibitor is obliged to keep the exhibition booth sufficiently staffed throughout the hours of the event. In the event of the exhibitor failing to observe this condition, the organizers shall impose a contractual penalty amounting to 25% of the booked booth space, but not less than €500 + applicable Govt. of India Taxes and may prohibit the exhibitor from participating in future events.

Bank Details:

Company Bank Details-1

Bank Name: Deutsche Bank

Branch : Fort-Mumbai

A/C No. : 0567552000

IFSC Code : DEUT0784BBY

Company Bank Details-2

Bank Name: DBS Bank

Branch : Fort

A/C No. : 811230139236

IFSC Code : DBSS0IN0811

All the bank charges will be solely borne by the exhibitor. In case the amount received is less than the invoice value the difference amount will be collected onsite from the exhibitor.

COST-EFFICIENT STAND PACKAGES

Basic Booth Design

For example 9 sqm:

Description:

- Stand height: 2.50 m
- Carpet, needle punch, grey (standard)
- Wall panels, white, 2.5 m height, system
- 1 Counter (table) (white), 1,080 x 540 x 750 mm
- 2 Chairs
- 1 Waste paper basket
- 3 x 100 W spotlights
- 1 x 13 A/220 V, 500 W power socket (power up to 1 KW per socket)
- Company name on Fascia

€20/sqm

Additional to stand rental



PARTNERSHIP AND MARKETING OPPORTUNITIES

Set the stage for your brand!

Brand familiarity and brand confidence are an important basis for purchasing decisions. Present your company to the international renewable energy industry – give your brand exposure through one of the various **The smarter E India** partnerships and customize your exhibition participation.

Using marketing services and advertising materials is a valuable way of drawing added attention to your company, your company’s booth location and the innovative products and services you will be showcasing.

For the 2021 edition we will offer exhibition or conference partnership packages as well as exclusive partnerships like lanyard, badge or registration counter and more. Offers for 2021 will be available soon.

We would like to receive further information on the Partnership & Marketing Opportunities for

- The smarter E India 2021
- Intersolar India 2021
- ees India 2021
- Power2Drive India 2021

Contact

Partnership & Marketing

Solar Promotion International GmbH

Ms. Kristin A. Merz

Tel.: +49 7231 58598-212

Fax: +49 7231 58598-28

merz@solarpromotion.com



4 We would like our exhibits and services to be published in the exhibitor list under the following product groups (please mark with a cross). **Five product groups shall be included free of charge** as part of the standard listing in the exhibitor list; **each additional** product group shall incur a **fee of €50** + applicable Govt. of India Taxes. You may select categories from the entire range of products exhibited at **The smarter E India** exhibitions. Please make sure, however, that your product groups focus on the exhibition to which you are applying. Where appropriate, the organizers reserve the right to assign your company to a different exhibition.

INTERSOLAR INDIA

Photovoltaics

Solar cells and modules

- Solar cells
- Crystalline modules
- Thin-film modules

Balance of systems

- Inverters
- PV monitoring, measuring and control technologies
- Building integrated solutions (BIPV)
- Stand-alone systems, off-grid systems
- Small solar devices
- ICT, PV software

- PV components (cables, connectors, junction boxes, etc.)

- Mounting systems, installation aids

- Tracking systems

Production technologies

- Automation technology
- Monitoring and measuring technology
- Materials and components
- Manufacturing Equipment for ingots, wafers, raw material polysilicon, UMG, etc.
- Manufacturing Equipment for solar cells, modules, thin films

Solar thermal technologies

- Collectors, swimming pool absorbers
- Building integrated solutions (Facades, etc.)
- Process heat
- Air conditioning and cooling
- Manufacturing machinery and equipment

Solar power plants

- PV systems for residential buildings
- Roof-mounted PV systems for commercial and industrial applications
- Free-standing PV installations
- Operation and maintenance of solar power installations (O&M)
- Solar thermal power plants
- EPC contracting/project development for solar power plants

EES INDIA

Energy storage technologies

- Lithium-based batteries
- Lead-based batteries
- Redox flow batteries
- Other battery technologies
- Recycling/second use
- Fuel cells
- (Ultra)capacitors
- Power-to-gas (hydrogen, electrolysis, methanation, infrastructure, etc.)
- Other energy storage technologies

Energy storage system components and equipment

- Battery management systems
- Power electronics for storage systems
- Battery testing, inspection systems, safety
- Cooling/temperature management
- Battery Chargers

Battery production technologies/ machine and plant construction

- Materials
- Battery cell production
- Battery module production and system installation/assembly
- Integration/automation technology

Energy storage systems

- Stationary applications for residential buildings
- Stationary commercial and industrial applications
- Stationary applications for utilities and grid operators
- Low-capacity mobile applications (smartphones, laptops, tablets, etc.)
- Uninterruptible power supply systems (UPS)
- EPC contracting/project development for energy storage systems
- ICT, software for energy storage systems

**POWER2DRIVE INDIA
Traction batteries**

- For passenger cars
- For light vehicles (scooters, bikes, etc.)
- For commercial vehicles, buses, trucks
- For railways, watercraft, aircraft

Charging infrastructure/ charging stations

- EV charging stations (wall boxes, charging stations) up to 22 kW_{eI} (AC)
- Charging systems from 22 kW_{eI} to 150 kW_{eI}
- Inductive charging systems Hydrogen fueling stations Connector systems, charging cables
- Vehicle-to-grid, bi-directional charging
- Payment systems, ICT, software
- EPC contracting/project development for charging infrastructure
- Solar carports/solar bikeport

Electric vehicles (BEV, PHEV, FCEV)

- Passenger cars
- Light vehicles (bikes, scooters, etc.)
- Commercial & special purpose vehicles, buses, trucks
- Other (water-, aircraft)

Others

- Materials for electric vehicles
- Powertrain
- Vehicle components
- Mobility services

OVERARCHING PRODUCT GROUPS

Grid infrastructure and solutions for the integration of renewable energies

- Management of medium and low-voltage grids
- Grid infrastructure (transformers, substations, secondary substations)
- Smart Metering
- Electricity trading and marketing tools (power supply, distribution via direct and flexibility markets)
- Grid system services
- Management of medium and low-voltage grids
- Virtual power plants/combined power plants
- Weather and performance/yield forecasts for renewable power plants Products and services for smart grids
- Products and services for microgrids
- Other

Other

- Engineering and design
- Consulting
- Research and development
- Test institutes
- Certification
- State initiatives and public authorities
- Trade media, publishing
- Education and further training, training courses
- Financial services, subsidies
- Associations/societies
- Other renewable energies (Hydro etc.)

5 Buyer Seller Enrolment

The Buyer Seller Forum generates new business opportunities that help exhibitors to meet the right B2B professionals. The smarter E India organizes prescheduled B2B meetings for the exhibitors that will take place onsite in an organizer controlled and restricted environment. What are the main expected visitor target industry & community for your exhibition presentation (Any 4 options can be selected)

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Cell and Module Mfrs. | <input type="checkbox"/> EPC | <input type="checkbox"/> Power Distribution co. | <input type="checkbox"/> State Nodal Agency |
| <input type="checkbox"/> Agriculture Industry | <input type="checkbox"/> Cement Industry | <input type="checkbox"/> Dairy | <input type="checkbox"/> Others (Please specify) |
| <input type="checkbox"/> Electric Vehicle | <input type="checkbox"/> Healthcare & Hospitals | <input type="checkbox"/> Paper & Pulp | _____ |
| <input type="checkbox"/> Steel Industry | <input type="checkbox"/> Telecom | <input type="checkbox"/> Residential Rooftops | _____ |
| <input type="checkbox"/> Developers | <input type="checkbox"/> Government | <input type="checkbox"/> Defense | _____ |
| <input type="checkbox"/> Automobile Industry | <input type="checkbox"/> Ceramic Industry | <input type="checkbox"/> Railways | |
| <input type="checkbox"/> Food Processing | <input type="checkbox"/> Oil & Gas | <input type="checkbox"/> Utilities | |
| <input type="checkbox"/> Sugar Industry | <input type="checkbox"/> Textile Industry | <input type="checkbox"/> Educational Institutes | |

Which target designation & departments would you like to meet at The smarter E India?

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> CEO/Managing Director | <input type="checkbox"/> Owner | <input type="checkbox"/> Procurement Head | <input type="checkbox"/> Others (Please specify) |
| <input type="checkbox"/> Operations Head | <input type="checkbox"/> Head of Quality Control | <input type="checkbox"/> Technical Head | _____ |
| <input type="checkbox"/> Chairman | <input type="checkbox"/> Proprietors | <input type="checkbox"/> Purchase Head | _____ |
| <input type="checkbox"/> Supply Chain Manager | <input type="checkbox"/> Factory Head | <input type="checkbox"/> R&D Head | _____ |

Note: The smarter E India will try its very best to connect seller to the desired designation opted for, nevertheless would also need to take the request of buyer into consideration, of them sharing their resource as preferred by the seller. The pre-fix meeting is the complete discretion of the acceptance of the seller and buyer at the forum.

Top 10 companies/professionals you would like to connect onsite during exhibition:

Company Name	Contact Person	Email ID	Phone Number

Details of new product launch at The smarter E India 2021, if any?

This would be extensively promoted by the organizer in various communications to maximise the product reach to the buyer community.

Which are the focused markets for your products and services? (Kindly tick the below rating based on top priority)

States	30%	50%	80%	100%
Maharashtra				
NCR				
Karnataka				
Telangana				
Rajasthan				
Tamil Nadu				
Uttar Pradesh				
Gujarat				
Madhya Pradesh				
Punjab				
Kerala				
Andhra Pradesh				

6 Please sign and return by email to ExhibitorService@TheSmarterE.in

Contracting party and organizer/international contacts

Party contracting with the exhibitor for the purpose of the exhibition space rental: Messe Muenchen India Pvt. Ltd, Unit No. 762/862, Solitaire Corporate Park Building No. 7, 6th Floor, 167, Guru Hargovindji Marg Andheri (East), Mumbai – 400 093

International contacts: Solar Promotion International GmbH

The organizer is entitled to transfer all the rights and obligations arising from this application to one or more third parties specified by the organizer. On sending this application, the exhibitor expressly accepts the respective current versions of the general terms and conditions of participation and the Technical Guidelines as defined in the Exhibitor Service Manual.

Only applications which have been completed in full and signed by hand can be processed.

Important: If this application is being completed electronically, it must be digitally signed. If your computer does not support this feature, please print the application, sign it and send it in via email. No space will be assigned without a signed application.

Place, date

Company seal of the exhibitor, legally binding signature on behalf of the exhibitor

Name/position of the undersigned at the exhibiting company in block capitals

Organizer

Messe Muenchen India Pvt. Ltd.
Unit No. 762/862,
Solitaire Corporate Park Building No. 7,
167, Guru Hargovindji Marg,
(Andheri-Ghatkopar Link Road),
Andheri (East),
Mumbai – 400 093, India
Tel.: +91 22 4255-4707
Fax: +91 22 4255-4719
brijesh.nair@mm-india.in



International Contacts

Solar Promotion International GmbH
Kiehnlestrasse 16
75172 Pforzheim, Germany
Tel.: +49 7231 58598-212
Fax: +49 7231 58598-28
merz@solarpromotion.com
→ www.TheSmarterE.in





STIPULATIONS/TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF PARTICIPATION

I Application

All potential exhibitors having their principal place of business outside India and wishing to take part in the event must express their wish to do so by fully completing and signing – with a legally binding signature – the “Application” form and submitting it to the organizer at the earliest opportunity.

II Permitted Exhibits and Exhibitors

All foreign manufacturers and service companies offering products and services of the solar industry can be admitted as exhibitors. All presentations and services must conform to the range of products and services of the solar industry. The organizer has the final decision.

Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission. All exhibits must correspond to the relevant range of exhibits for this exhibition and be designated by name and category on the application form. Articles other than those permitted and registered, as well as used, hired or leased machinery, may not be exhibited. The organizer has the final decision and has the right to remove any other exhibits at the exhibitor's risk and expense. An exception is made in the case of objects which are not part of the exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes). The organizer may exclude specific exhibition objects from the admission and link the admission with conditions. The Terms of Participation as well as the Technical Guidelines are accepted as legally binding with submission of application documents.

III Co-Exhibitors and Additional Represented Companies

Permission for co-exhibitors and additional represented companies must be requested in writing. The registration fee is €250 + applicable Govt. of India Taxes for each co-exhibitor or additional represented company admitted. A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors. The definition of an additional represented company is as follows: In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor who is a distributor wants to display not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies. Admission of the exhibitor does not mean that a contract exists between the organizer and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment. The exhibitor must make this payment. The amount can also be invoiced subsequently by the organizer. The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation, the Technical Guidelines as well as the instructions of the Exhibition Management. The exhibitor is liable for the debts and negligence of his co-exhibitors as if they were his own. If co-exhibitors make direct use of the organizer's services, the organizer is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without the organizer's prior written consent.

IV Participation Fees, Lien

Besides the rent of the stand area, the participation fees include extensive services provided by the organizer such as consultation and planning advice, publicity work, organization and technical assistance. Each square meter or part thereof will be included in full in the calculation, the floor space always being considered rectangular, without taking account of projections, supports, service connections and alike. Payment of the participation fee as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area. Payment in full of the participation fee is a prerequisite for occupation of the exhibition area and admission to any other forthcoming The smarter E exhibition. If exhibitors have ordered the organizer services, the organizer is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to the organizer. This applies in particular to obligations arising from previous events. The organizer reserves the right to enforce the lessor's lien, as permitted by law, in order to secure its claims arising from the rental. The exhibitor must inform the organizer at any time about the ownership of articles, which are exhibited or to be exhibited. If an exhibitor does not meet his financial obligations, the organizer can detain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. The legal provisions on the realization of the pledge are – as far as permitted by law – excluded. The organizer does not accept liability for damage to exhibits and stand fittings detained under this clause, unless the organizer is guilty of intent or gross negligence. Upon special application by the exhibitor, the participation fee and/or the payment for the admittance of co-exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or promise to pay the amount owed to the organizer, and the organizer must declare its agreement with such. Should the exhibitor wish to have an invoice rewritten because the name, legal form or address of the recipient of the invoice has changed, the exhibitor is obliged to pay the organizer a sum amounting to €150 + applicable Govt. of India Taxes for each change of invoice unless the details in respect of name, legal form or address of the recipient of the invoice were incorrect on the original invoice and the organizer was responsible for the incorrect details. The exhibitors should be ultimately responsible for failure of third party.

V Terms of Payment (See also Clause 4)

Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the Show Catalog, and the provision of the exhibitor passes. All invoices are to be paid in € (as per the currency mention in invoice) without deductions and free of all charges, by credit transfer to the account specified in the invoices, mentioning and Indian taxes the exhibitor's client and invoice number.

VI Dates of Setting Up and Dismantling

Set up on December 12–13, 2021. Dismantling on December 16, 2021, from 5:00pm. to 11:59pm.

VII Sales Regulations

Direct sales and other services or deliveries made from the stand are not permitted. Presented goods must not be delivered to purchasers until after the exhibition closes. Sales are permitted only to wholesalers, retail traders or trade customers.

VIII Event Directory, Internet

An official Show Catalog will be compiled for the exhibition. All exhibitors are included, with the name indicated in the application, in the alphabetical list of exhibitors in these media. The minimum entry contains the exhibitor's company name and address and five product group. Exhibitors will be offered other entries and other forms of presentation in these media on a separate order form. The forms will be sent to the exhibitors in good time. In order to realize all printing materials, companies need to apply for the exhibition before November 2, 2021. The organizer assumes no responsibility for the correctness and completeness of the Show Catalog. The exhibitor is solely responsible for the permissibility under law – and particularly the law on competition – of any advertisement placed in the Show Catalog at the instigation of the advertiser. Should third parties assert claims against the organizer on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold the organizer fully safeguarded against all claims asserted.

including all costs of any necessary defence in court on the part of the organizer. The same applies to exhibitors entries actuated by exhibitors in the Show Catalog and the internet database.

IX Exhibitor Passes

For the time in which the exhibition is held, exhibitors can order exhibitor passes free of charge according to the booked sqm.

X Rental Contract

The application of the exhibitor represents the contractual offer. The admission or rejection will be confirmed to the exhibitor in writing in due time. The rental contract comes into force when the organizer has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning has been completed. According to this contract, the organizer is authorized to assign a stand area to an exhibitor, which might deviate from the information in the application unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if the organizer does not receive the exhibitor's rejection of the assignment of the stand area within one week. If an exhibitor rejects a stand area before the above mentioned deadline and the assigned stand area is unacceptable for the exhibitor, the exhibitor can demand that the organizer assigns him an acceptable stand area. If the organizer does not comply with the demand within an appropriate time period, the exhibitor can withdraw from the contract. The exhibitor does not have any further rights. The allocation of the other stands, in particular of neighboring stands, can change by the time the exhibition opens. The organizer is also entitled

to relocate or close entrances to and exits from the exhibition grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against the organizer because of such changes. The organizer may also subsequently, i.e. after the rental contract and the stand assignment have come into force, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the exhibition is oversubscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the exhibition are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against the organizer are excluded. If exhibitors cannot use their stand space or are impaired in the use of their stand because they have infringed legal or official regulations or the Terms of Participation or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay the organizer compensation for all damage caused by themselves, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so. The exhibitor's reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission. Space will be allocated according to the organizer's requirements and the prevailing conditions, and in accordance with the classification system for the exhibition as applied by the organizer at its own discretion, and not according to the order in which applications are received. Exhibitors do not have a legal claim to admission unless such a claim exists by law. Exhibitors who have not fulfilled their financial obligations to the organizer, e.g., in respect of previous events, or have infringed the regulations governing the use of the event grounds, or the terms of participation, may be excluded from admission. The organizer is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfills the conditions for admission.

XI Withdrawal from/Cancellation of Agreement

MMI reserves the right to make changes to location, type, dimensions or size of the exhibition area rented by the exhibitor depending upon the venue owner, final layout plans, utility services plan and keeping in mind the security and safety of the venue premises.

The Exhibitor shall not be entitled to cancel the contract in such cases unless these represent a significant change that make the participation of the Exhibitor in the Event impossible or infructuous and MMI is unable to provide a like-for-like replacement to the Exhibitor. In such cases, the Exhibitor may cancel the contract and seek refund of the Refundable Portion of the Participation Fees.

The Exhibitor acknowledges that MMI prepares the venue and makes arrangements for the Event well in advance in accordance with the booking made by the Exhibitor which involves considerable upfront expenses on part of MMI. Therefore, in no circumstances other than the case covered above, the Exhibitor is entitled to withdraw or cancel the contract after booking and if the Exhibitor does so, MMI shall be entitled to retain the whole of Participation Fees paid (Non Refundable Deposit) as well as claim the unpaid portion of the Participation Fees (Refundable Portion) as if the contract has not been cancelled.

MMI in such cases shall also be free to provide the space booked by the Exhibitor to another exhibitor and this shall not affect MMI's right to claim the full Participation Fees paid / payable by the Exhibitor.

XII Force Majeure, Cancellation of the Event

If the organizer 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 exhibition, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against the organizer, in particular claims for damages. If the organizer 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 or commercially unfeasible for the organizer to hold the event, for example as a result of too few exhibitors expressing an interest to exhibit their products, the organizer is not liable for any damages and disadvantages whatsoever to exhibitors arising from the cancellation of the event.

XIII Circular Letters

Once the stands have been allocated, exhibitors will be informed by circular of further details concerning preparation and organization of the exhibition.

XIV Alterations

The organizer reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

XV Warranty

Complaints about any defects in the stand or exhibition area are to be made in writing to the organizer immediately on occupying the exhibition area, and at the latest on the last day of stand assembly, so that the organizer can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against and a liability of the organizer.

XVI Liability and Insurance

The organizer is liable for personal injury (damage arising from injury to life, body or health) in accordance with applicable statutory provisions caused by neglect of duty for which the organizer, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grave breach of duty by the organizer, its legal representatives or employees. The organizer is also liable for any damage caused by grave breach of cardinal duties by the organizer, its legal representatives or employees. In these cases the organizer is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, at most, however, € 6,500 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special funds under public law. If the exhibitors are entrepreneurs, legal persons under public law or special funds under public law, the organizer is under no circumstances liable for damage to or loss of goods brought to the exhibition by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the exhibition. The same applies to vehicles left on the exhibition grounds by exhibitors, their employees or representatives. For his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and co-exhibitors and their exhibition articles or exhibition installations and equipment. Each exhibitor is obligated to take out suitable insurance with sufficient insurance coverage with an internationally recognized insurer registered in the Republic of India and to pay the premiums incurred (including insurance tax) in good time.



XVII Photography, Filming, Video Recording and Sketching

Only persons authorized by the organizer and in possession of a valid organizer pass may film, photograph, or make sketches or video recordings in the exhibition halls and the outdoor exhibition area. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, the organizer can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require the organizer's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer. The organizer is entitled to have photographs, drawings, films and video recordings made of events at the exhibition, of stands and exhibits, and to use them for advertising or general press publications.

XVIII Catering, Deliveries to Stands

Only companies approved for the event grounds may supply exhibition stands with food, beverages and/or flowers. Deliveries to exhibition stands are only permitted with restrictions. The organizer is authorized to allow deliveries to stands only at certain times. Detailed information on the possibilities of catering at the booth will be given in the Exhibitor Service Manual at a later stage but in due time before the exhibition starts.

XIX Intellectual Property Rights

Messe Muenchen India Pvt. Ltd. expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, Messe Muenchen India Pvt. Ltd. is entitled but not obliged to set up an Intellectual Property Complaint Office (IP Office) for each trade fair, whose purpose shall be to support exhibitors in cases of infringement of their IP rights by other exhibitors. If it is proved to Messe Muenchen India Pvt. Ltd., by presentation of a court decision, that an exhibitor has infringed the intellectual property rights of another exhibitor with the articles on display, printed papers, advertising materials, or otherwise, then Messe Muenchen India Pvt. Ltd. is entitled, although not obliged, to remove from the offender's stand the exhibits, printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. Messe Muenchen India Pvt. Ltd. is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against Messe Muenchen India Pvt. Ltd., unless the latter is guilty of gross negligence or wrongful intent.

XX Verbal Agreements

All verbal agreements, individual and special arrangements are valid only with the organizer's written confirmation.

XXI Regulations for Use

Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors are not permitted to spend the night in the halls or on the outdoor area. Exhibitors must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event.

XXII Period of Limitation, Period of Exclusion

All the exhibitor's claims against the organizer arising from the stand rental, and all legal proceedings in connection therewith, lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls. Notwithstanding the provisions set out in Clause 21, any complaints about invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

XXIII Place of Performance, Applicable Law

Mumbai shall be the place of performance and also for all financial obligations. Only the law of the Republic of India shall apply. This applies even in case of termination or withdrawal of any contractual relationship.

XXIV Severability Clause

Should the provisions set out in the Terms of Participation or Technical Guidelines be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected. In such a case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue in English.

DATA PROCESSING POLICY

1. Name and contact details of data controller and company data protection officer

The data controller is Messe Muenchen India Pvt. Ltd.

The data controller can be reached as follows:

Address: Unit No. 762/862, Solitaire Corporate Park Building No. 7, 167, Guru Hargovindji Marg, Andheri (East), Mumbai – 400 093, India
 Telephone: +91 22 4255 4700
 Fax: +91 22 4255-4719
 Email: info@mm-india.in
 Website: www.mm-india.in

The data protection officer for Messe Muenchen India Pvt. Ltd. as follows:

Address: Unit No. 762/862, Solitaire Corporate Park Building No. 7, 167, Guru Hargovindji Marg, Andheri (East), Mumbai – 400 093, India
 Email: mahesh.javanjal@mm-india.in

2. Collection and retention of personal data, and nature and purpose of the use of these data

a. Collection of data in connection with event registration

When you register with us for an event, we collect the following information:

- company data (company name, address, fax numbers etc.)
- personal data (title, name, email address, telephone number) of managing directors, heads of sales and marketing, officers, contacts.

This data is collected to enable us to:

- identify you as one of our exhibitors;
- provide appropriate services for you;
- contact you;
- invoice you;
- process any liability claims or assert any claims against you.

3. Data Protection

In compliance with data protection legislation, the person-related data of the exhibitor is processed and used for fulfilling the business purposes of the Messe Muenchen India Pvt. Ltd. as well as being forwarded to third parties in order to above all fulfill the purpose of the contract concerned.

THE SMARTER E INDIA CONTACTS

We look forward working with you throughout the 2021 show cycle. Feel free to contact an **The smarter E India** team member should you have further questions.

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