

**Application Form**

**137312**

This contract is entered between Indexport Messe Frankfurt S.A hereinafter called "The Organizer" and "The Exhibitor", upon the specific terms and conditions stated on pages 2 and 3, signed as evidence of consent and acceptance.

To be completed by the Organizer

Customer N°	Booth N°
Participant N°	Space <span style="float: right;">sqm</span>

**I. Company name & address.**

Company (please write the name exactly as you want it to appear in the printed material)

Street

Zip/ Postal Code City Country

Telephone (Country Code/ City Code/ Number) Fax

E-mail Homepage

**II. Invoicing Data and Mail Adress**

Company

Street

Zip/ Postal Code City Country

Telephone (Country Code/ City Code/ Number) Fax

E-mail Name and Position of Legal Representative

**III. The company is a member of the following professional associations**

\_\_\_\_\_

**IV. Type of Company (check all apply)**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> 4.1 Manufacturer          | <input type="checkbox"/> 4.2 Importer                               | <input type="checkbox"/> 4.3 Trader      |
| <input type="checkbox"/> 4.4 Specialized Editorial | <input type="checkbox"/> 4.5 Association / Professional Institution | <input type="checkbox"/> 4.6 Distributor |
| <input type="checkbox"/> 4.7 Service lender        |   |  |

**V. Booth requested**

**Stand Size: Width x Depth = Area**

Space (minimum 12 sqm) \_\_\_ m x \_\_\_ m = \_\_\_ sqm x USD 265 / sqm = USD \_\_\_\_\_

Basic furniture package: \_\_\_ sqm x USD 50 / sqm = USD \_\_\_\_\_

(Walls, carpet, company sign, 1 desk, 3 chairs, 1 lockable cabinet, halogen lamps 1 for every 3 sqm, 1 socket)

Obligatory Registration Fee\* Number of participating companies \_\_\_ x USD 220 / company = USD \_\_\_\_\_

\*Each sub. Exhibitor is subject to a separate registration fee

VAT 21% = USD \_\_\_\_\_

TOTAL = USD \_\_\_\_\_

Observations \_\_\_\_\_

**VI. Forms of Payment**

- Option A: Advanced Payment (50 %) USD \_\_\_\_\_ + Balance (50%) USD \_\_\_\_\_
- Option B: Total Payment (100%) USD \_\_\_\_\_

Prices do not include taxes (VAT 21%)

Location and date

Exhibitor's Signature and Seal

By Indexport Messe Frankfurt S.A.  
137311

I give my Consent to the Rules in force in the Participation Contract of TecnoFidta 2012.

## VII. You provide products or services for:

- 7.1 Nutritional Industry in general       7.2 Meat Industry and derivatives       7.3 Milky Industry and derivatives  
 7.4 Fruit and vegetables       7.5 Grain Industry and derivatives       7.6 Fish Industry and derivatives  
 7.7 Beverages Industry and derivatives

## VIII. Product group categorization

The following categorization by product groups is part of your registration. Please give a total of 100 percent, as show in the following example: **100** %  
3.Additives **90** % 4.Ingredients and raw material

Our products belong to the following segments:

- % 1. **Processing**          % 6. **Laboratories and quality control**  
    % 2. **Equipment for food packaging and beverage bottling**          % 7. **Automation and control**  
    % 3. **Additives**          % 8. **Accessories and Peripherals**  
    % 4. **Ingredients and raw material**          % 9. **Industry Services**  
    % 5. **Refrigeration equipment and temperature treatment**          % 10. **Other** \_\_\_\_\_

## Specific Terms and Conditions

### 1. Organizers:

Indexport Messe Frankfurt S.A.  
Luis M. Campos 1061 5th. Floor  
C1426BO Ciudad de Buenos Aires - Argentina  
Tel.: +54 11 4514 1400  
Fax: +54 11 4514 1404  
E-mail: [tecnofidta@argentina.messefrankfurt.com](mailto:tecnofidta@argentina.messefrankfurt.com)  
Web: <http://www.tecnofidta.com/ingles/index.htm>

### 2. Location

Costa Salguero Exhibitor Center  
Av. Rafael Obligado and Jerónimo Salguero  
Ciudad de Buenos Aires - Argentina  
Tel.: +54 11 4808 8300

### 3. Event Name/Event Dates and Opening Hours

The Event is called "TecnoFidta", and will take place from September 18 to 21, 2012., in the following opening hours Tuesday to Friday from 2 pm to 8 pm.

### 4. Application and Confirmation

Applications to take part in the Event shall be submitted to the offices of the Organizer, in a duly completed official form signed and stamped by the company and/or Exhibitor. Filling out any and all specifications in the official forms, in clear and complete writing, is an essential requirement.

After allocating booths, the Organizer will issue and send an invoice to the Exhibitor accounting for 50% of the total amount as an advance on participation rights, and a confirmation of the location of the requested booth and the due date of the advance invoice. If within 48 hours from receipt of the invoice, such invoice is not rejected by serving written notice thereof to the Organizer, it shall be considered accepted and the Specific Terms and Conditions hereof shall consequently become effective.

4.1 Exhibitors shall be totally responsible for the obtaining of visas and customs clearance for their staff, agents, products or services and in no event shall there be any claim for damages or otherwise against the Organizer in respect of any loss or expense relating thereto. Exhibitors will be totally responsible for the cost of restoring to its original condition any part of the land or structure occupied by them which has been altered or damaged in any way. The Exhibitor shall hold the Organizer safe and harmless from all loss or damage suffered by or arising from out of any act or default of any servant, agent, employee or subcontractor of the Exhibitor.

### 5. Terms of Payment

The organizer will issue and send the exhibitor each invoice in accordance with the payment terms specified in section VI of the previous page.

The exhibitor must pay each invoice within the period indicated in the corresponding invoice. Otherwise, the organizer may cancel the participation of the exhibitor.

5.1. Failure to pay on time any invoice issued by the Organizer shall automatically render the Exhibitor in arrears by operation of law, without need of any judicial or extrajudicial demand for payment whatsoever. Arrears shall automatically bear a default interest payable to the Organizer at a rate of 0.05% per day, which shall accrue until the effective payment thereof. Should the delay in payment of said installments and/or the default interest set down herein exceed fourteen (14) consecutive days as from the payment obligation's due date, the parties hereto agree to set down a penalty clause of an additional daily amount equivalent to twice the default interest agreed upon, which shall accrue as from the fifteenth day.

5.2. In the event the Exhibitor's default continues for thirty (30) days as from the due date of any invoice issued, the Organizer shall be entitled to conclude this agreement for the Exhibitor's default and shall notify such decision.

In such case, the Exhibitor shall not be entitled to claim any previously paid amounts or any compensation whatsoever, and shall be deprived of the right to participate as Exhibitor in the Exhibition. In turn, the Organizer shall be entitled to claim the expenses incurred into up to the date of termination to the Exhibitor, plus all agreed upon fees and applicable interests until the date of payment, as well as damages.

### 6. Payment Forms

Please proceed to transfer the amount indicated to our bank account:

Beneficiary Bank: HSBC BANK ARGENTINA S.A.  
Address: Av. Cabildo 1802 - Buenos Aires - Argentina  
Swift Code: BAC0ARBA  
Current Account Number: 612-320410-1  
Beneficiary: INEXPORT MESSE FRANKFURT S.A.  
Address: Luis María Campos 1061 5th. Floor  
Intermediary Bank: HSBC BANK USA-NEW YORK-USA  
Account Number: 0000302066  
Swift Code: ABA 021001088

### 7. Catalogue entry

Information from points 1 and 4 from the front page will be used as your official catalogue entry in case we do not receive the catalogue entry form from the Exhibitor's manual.

### 8. Cancellation

8.1. Should the Exhibitor decide to waive and/or cancel its participation for any reason whatsoever, such decision must be informed in writing to the Organizer. The decision to cancel its participation in the event shall give rise to a penalty payable to the Organizer in accordance with the information below, and the amount of such penalty shall increase as the Exhibitor's decision not to participate is made closer to the date of the event:

8.1.1. Should the Exhibitor inform its decision not to participate before the beginning of the sixth month prior to the start date of the event, then the Exhibitor shall pay a penalty equivalent to 50% of the total amount for the rented space.

8.1.2. Should the Exhibitor inform its decision not to participate during the 3 (three) months prior to the start date of the event, then the Exhibitor shall pay a penalty equivalent to 100% of the amount for the rented area.

8.2. In the event the Exhibitor decides to cancel its participation according to item 8.1., it will be deprived of any and all rights to have any paid amounts refunded, and such paid amounts shall be considered as payments of the penalties set down herein, and the Exhibitor shall pay any shortfalls (if any) between said payments and the amounts of the penalties set down under items 8.1.1., 8.1.2.

8.3 The Organizer reserves the right to cancel or postpone the Event, as well as to modify its length or opening hours, and the Exhibitor shall not be entitled to claim any compensation from the Organizer whatsoever. Should the Event be completely cancelled, any space rents paid shall be reimbursed.

8.4. If the Event is postponed or its length modified, this agreement shall be valid for the new term; postponing an Event or modifying its length or opening hours shall not grant any further rights to the Exhibitor.

8.5 If the Event had to be interrupted after its opening due to events beyond the control of the Organizer, the right to terminate the agreement or claim compensations shall be excluded. This shall also apply if the Organizer was forced to close or evacuate, whether temporarily or permanently, some areas of the contest or the entire area of the exhibition due to force majeure or other reasons beyond the control of the Organizer.

These provisions also include restrictions on the use of the area allocated to the booth or the access to the booth, which derive from cleaning or restructuring activities, or from provisions and conditions imposed by Municipal, National or Provincial authorities. In such case, the Organizer will try to find an alternative solution but shall not assume any legal obligation.

If the National Government and/or the Government of the City of Buenos Aires and/or any other organization or public or private authorities, or even the licensee itself or the owner or holder of the Exhibition grounds, issues a provision that somehow or in any way limits, restricts, affects and/or modifies the agreed upon terms and conditions of the Exhibition, the Organizer shall not assume any liability in this regard and, in such case, no amounts shall be payable to the Exhibitor for any damages whatsoever.

8.6. Should the Exhibitor decide to reduce any rented spaces, it shall be deprived of the right to use the rented space and shall provide the Organizer with a written application requesting a new location according to the available spaces. The Organizer may accept the Exhibitor's request or not, and the Organizer's refusal shall not entitle the Exhibitor to any rights whatsoever.

### 9. Exhibitor's Manual.

You will receive the Exhibitor's Guide Instructions and password by e-mail to access the on line exhibitor's manual, so you must to complete and send the forms on line, according to each form due date. Otherwise, the publication of your company's name on the fair's brochures and signs may be compromised.

### 10. Exhibitors

National and international manufacturers, agents, importers, exporters, institutions and companies rendering services related to this industry may take part in the fair.

### 11. General Provisions

These regulations are obligatorily. The Organizer Committee, hereinafter called Organizer, is empowered to prohibit or close down those booth which do not meet these provisions, not arising any compensatory obligation whatsoever from this decision, and to fine the Exhibitor for non-compliance of regulations and / or annexes.

The Exhibitor shall be responsible for any deterioration that might occur in his/her booth area or within the premises caused by her/his personnel or by third parties hired by such personnel or by the Exhibitor during the put up period, the exposition and the dismantling period. In this regard, the Exhibitor shall be responsible (by itself and/or through third parties) for any assembly, exhibition and dismantling operations related to its own booth, subject to the hours, dates, and terms and conditions established by the Organizer for such purposes.

### 12. Admission to participate

12.1. Acceptance shall be based on a registration process. The receipt of registration forms does not guarantee acceptance of the applying company, its products or a specific location. The location of the booth and its size and "free" fronts shall be determined by the Organizer, considering the Exhibitor's needs. Floor plan detailing the location of booths may be modified by the Organizer up to the date of the Exhibition. The Organizer, by the operation of law, is entitled to reject any application without stating any reason, and such decision is not subject to appeal.

12.2. The organizer reserves the right to relocate the spaces reserved, without generating any claim of any nature by the Exhibitor.

### 13. Participation Costs

13.1 The following services are included in the participation price:

- Utilization of booth, pursuant to the booth regulations.
- General lighting.
- Daily general cleaning of the fair's premises.
- Identifying standardized signs.
- Exhibitor Badges.
- Invitations for clients.
- Appearance in the exhibitors' catalogue.
- General security service.

### 13.2 Non-occupation.

The Exhibitor's resignation to occupy the space requested or assigned and the non-occupation of the stand by the exhibitor entitles the Organizer to cancel exhibitor's condition and the right to the booth with total loss of the sums payed by the exhibitor. In this case the Organizer shall be entitled to use the space in whatever form it considers convenient to the general interests of TecnoFidta.

### 13.3 Cession.

The Exhibitor is not allowed to cede, share, sell, rent, donate or transfer her/his booth or part of it, unless expressly authorized in writing by the Organizer.

### 14. Retail sale

Exhibitors may not sell at their stands/booths. Except for those selling their own promotional product's material, subject to Organizer's approval. It is forbidden to have price tags on products, catalogs, etc. It is also prohibited to sell food and drinks inside the stand/ booths.

### 15. Exhibitor's Duties

15.1 The Exhibitor assumes full responsibility for robbery, theft, fire, lightning, storm, explosion or accident or damage or any other item of any other nature, produced and / or property of the Exhibitor and / or property of third parties who are in the Exhibitor's booth. Also, exclusively Exhibitor assumes full responsibility for damages or any other item of whatever nature suffered by the Exhibitor, its staff or others related to the Exhibitor's who are in the Exhibition or Exhibitor's booth.

15.2 The Organizer and TecnoFidta assume no responsibility of any kind or under any circumstances for robbery, theft, fire, lightning, storm, explosion or accident or damage which may occur to a property of the Exhibitor or property of third parties who are in the exhibition. In the same vein, the Organizer and TecnoFidta assume no responsibility of any kind or for any reason, for damages suffered by the Exhibitor, its staff or others related to the Exhibitor who are in the exhibition or Exhibitor Stand.

### 16 Insurance

The Exhibitor for the purpose of complying with the provisions in clause 15.1. is obliged to obtain liability insurance and all risks in their care, to cover the risks therein, in an insurance company first-line, effective from September 15th, 2012 to September 22th, 2012 inclusive. The Organizer shall be entitled to inspect the insurance policy, the Exhibitor must give a copy to at least 30 (thirty) days before the exhibition opening. In case of the policy does not meet the criteria, may be rejected by the Organizer, and may require the exhibitor to present a new policy at least 5 (five) days before the Exhibition start or the organizer may immediately terminate the Exhibitor's participation for its unique fault. Payments made until that time cannot be claim and the Organizer's reserves the right to take this amounts as penalty for the clause breached.

### 17 Personnel Hiring

17.1 The personnel designated by the Exhibitor for its booth shall be hired by the Exhibitor; Exhibitors must comply with labor standards, pension and other applicable laws regarding the staff engaged for this purpose. Such personnel hired by the Exhibitor exclusively provided work on its stand, having no factual or legal relationship of any nature with the Organizer.

17.2 The Exhibitor will be responsible for hiring the staff is in the booth this must be hired by the exhibitors themselves personally or through a promotion agency of their choice in accordance with labor laws and pension regulations.

17.3 Only be granted accreditation credentials for staff once submitted proof of workers' emanating from the AFIP, or accredited agency relationship with the exhibitor or documentation or invoice duly made to endorse the contract referred to the case that workers are hired through agency promotions. Without prejudice to these staff have no credentials or accreditation.

17.4 The exhibitor will be responsible exclusively of personnel is within the stand, the exhibitor must comply with all employment obligations, welfare and / or any other respect to such personnel.

17.5 The exhibitor disclaims any responsibility and shall indemnify the organizer economically and legally from any claim was received by the Ministry of Labour, the AFIP, the Government of the City of Buenos or any other agency control, for any reason of any nature to be concerned.

### 18. Safety

18.1 If the Organizer provide the Exhibitor with a fire extinguisher, the exhibitor must locate the fire extinguisher in the booth in a visible place and the personnel must be familiarized with its use in order to act quickly and effectively, if circumstances so demand it. In case of a fire focus, the Exhibitor shall immediately notify the administration about it and avoid the fire propagation with the extinguisher and the withdrawal of products close to the fire focus. It is important that the booth personnel be trained in the use of the extinguisher to act fast and effectively if circumstances so demand it monitored and controlled by an operator.

18.2 Every working machine should be constantly supervised and monitored by an operator. The Organizer shall have the right to forbid machinery functioning in case of potential fire risk, irregularities or excessive noises which disturb the smooth functioning of TecnoFidta.

18.3 The Exhibitor shall be liable for personal and / or material damages caused by her/his personnel or machinery within or outside the booth. The Organizing Committee is entitled to establish working periods for machines and equipment and to prohibit the functioning of such equipment.

18.4 The Exhibitor shall return to the Organizer the hired space in the same conditions s/he received it. If deteriorations were found the organizer shall repair them at the Exhibitor's expenses.

### 19. Cleaning

Exhibitors must keep their booth perfectly clean during the opening hours. Under no circumstances littering is allow the aisles. If the Exhibitor wants to hire an additional cleaning service, he must contact the Organizer.

### 20. Customer Service at the Booth

20.1 The Exhibitor must provide personnel to serve the visitors during the Exposition opening hours.

20.2 Machines and products are not allowed to be moved or relocated during the opening hours. Likewise, booth building or maintenance procedures are not allowed in such hours.

### 21. Prohibited Activities / Safety Rules

21.1 Firework and explosions are absolutely forbidden within and outside the pavilions. Spraying of cellulose paintings on any kind of object within the premises is also completely forbidden. It is not allowed to store or exhibit hazardous, flammable, explosive or unhealthy substances that might give off nasty smell or that could disturb the public or other exhibitors.

21.2 Spark producing tools such as arc welding equipment, autogenously welding equipment, cutting disk and gas welding torches among others are completely prohibited. During the put up and dismantling processes no material or tool that may obstruct the way on the corridors.

21.3 Under no circumstances will evacuation paths (emergency exits), luminous signs, fire extinguishers, fireplugs, indicators and other protection equipment be covered.

21.4 The Exhibitors generating residue must dispose of said residue in the containers destined to such purpose and shall not have any kind of fuel, flammable or explosive substances in their booths.

### 22. Security

TecnoFidta will provide personnel for general security but is not liable for thefts and robberies. While the Exposition is closed to the public nobody will be allowed to stay in the premises except for the aforementioned security guards. If the Exhibitor wants to hire an additional cleaning service, he must contact the Organizer.

### 23. Publicity and Promotion

23.1 Outside their booth Exhibitors are not allowed to perform publicity or promotion activities neither personally nor by hired people, to put up luminous signs or sound equipment (radios, television sets, loudspeakers, audiovisual sets, etc.). Within their booth exhibitors shall be allowed to exhibit and distribute leaflets and catalogues dealing exclusively with elements of their own production, distribution or representation. Video equipments and similar elements will be allowed if authorized by the Organizer. The promotion or publicity of products and / or services belonging to companies that are not Exhibitors in this event is absolutely forbidden.

23.2 The following publicity is not allowed in booth:

- Publicity containing ideologies or political messages.
- Publicity that disturbs other exhibitors; e.g.: by acoustic or optic irritation.
- Publicity that causes congestions in the halls.
- Publicity that includes animal life as a decorative object.
- Publicity including other companies' name.
- Publicity of other fairs.
- Publicity that violate official instructions or directions.

### 24. Gifts to the public

Exhibitors will be allowed to offer gifts to the visitors upon the following conditions:

- Gifts cannot include publicity of third parties.
- Gifts shall be handed over avoiding discriminations congestions and / or disorder.
- Exhibitors shall suspend the handing over every time the Organizer considers it convenient.

### 25. Licenses and Trademarks

25.1 The person responsible for the booth must at all times have the necessary documents supporting the production, distribution and representation of all exhibited trademarks and trademarks mentioned in banners, brochures and other printed materials at the booth.

The Organizer reserves the right to request such documents as considered appropriate. The Exhibitor is exclusively liable to third parties for all economic and legal aspects connected to violations of the Trademarks and Patents Act or its related provisions, is obliged to comply with such regulations, and shall hold the Organizer legally and economically harmless against any third party claims in this regard.

25.2 The person in charge of booth will have to permanently tell on the necessary documentation that it endorses the manufacture, distribution and representativeness of the products that are exposed, present marks that are mentioned in the banners, script writing and other communications in the booth.

25.3 The Organizer reserves the right to require this documentation whenever he considers it is necessary. The nonfulfillment of this norm authorizes to the Organizer to the retirement and/or kidnapping of this material and also the Organizer will evaluate if the exhibitor can continue participating or not in the exhibition.

25.4 All those distributing or trader companies will not be able to exhibit products within their booth with trade marks that they do not own, excepting that they are exclusive representing of this trade mark for which they will have to credit this representation in writing. They do will be able to exhibit products with nonown mark if the original manufacturer of this product is present as Exhibitor in the and they are properly authorized for such aim.

### 26. Products

26.1 During the event the booth must be supplied with products that should be registered and authorized for exhibition. During that period the products must not be moved or substituted by others in the booth. During the opening hours the products cannot be covered.

26.2 The merchandise will be allowed to be removed from the premises only with the previous authorization of the Organizer.

### 27. Image and Sound Recording

27.1 All kind of images or sound recordings of displays (including outlines) at the Exposition and /or booth are forbidden. In case of violation to this article the Organizer is authorized to confiscate the material.

27.2 There are photographers. authorized by the Organizer in all the areas of the fair. If the Exhibitor wants photographs taken by his own photographer s/he have to request such petition to the Organizer at least three weeks before to the beginning of the fair.

27.3 The Exhibitor may carry out a practical demonstration as long as it has been previously approved by the Organizer. It will also comply with the provisions set forth in Law N° 19587 related to Labor Hygiene and Safety and its corresponding regulatory decree N° 351/ 79.

The Organizer may establish the practical demonstrations' schedules.

The Organizer shall be entitled to interrupt and/or ban said demonstrations if it deems them dangerous, irritating or excessively noisy and disturb the normal development of TecnoFidta.

Practical demonstrations must be organized in such a way to avoid discrimination, excessive crowds or disorder thus avoiding lines that may occupy the fair's common areas.

27.4 The only audio allowed is the normal sound of the machines or equipment, which can also be limited or banned by the Organizer, should it deem it excessive (up to 60 dB).

### 28. Expulsion of the Exhibitor

The Organizer Committee is entitled to forbid the offer of products and services or presentations if these were not legal and expulse the Exhibitor from this and future fairs. The Organizer Committee does not bear the obligation to check its correct decision to expulse the Exhibitor.

### 29. Stamp Tax

In case a stamp tax applies to this agreement, that correspond to 0,8% of value, shall be paid by the Exhibitor and the Organizer on a 50-50 basis.

### 30. Protection of Personal Information

The exhibitor should compile and/or collect personal information from visitors, guests and other exhibitors either through files, optical reader, registers, databanks or other technical means of data processing will be considered the owner or responsible for these data, thus assuming responsibility for the due and proper handling of such personal data and other applicable regulations. In this sense, the exhibitor shall be solely responsible for the processing of personal data; economic and legal hold harmless the organizer of any claim of any nature made by a third party in relation to personal data.