

\_\_\_\_\_  
Place and Date

Indexport Messe Frankfurt S.A.  
Luis María Campos 1061 – 5° Floor  
City of Buenos Aires  
Republic of Argentina  
Atn.: Mr. Fabián Natalini

**Ref.: Offer of Fair Participation**

Dear Sirs,

..... (Hereinafter "Exhibitor") is pleased to submit to Indexport Messe Frankfurt S.A. (hereinafter the "Organizer") this irrevocable binding offer (hereinafter the "Offer") relating to the participation in the event named TecnoFidta in accordance and to the extent of the terms and conditions attached hereto as Annex A. If accepted, such terms and conditions under the Offer shall govern and be applicable to the business relationship between the Exhibitor and the Organizer.

This Offer shall be deemed accepted and legally enforceable to the extent the Organizer sends to the Exhibitor, within 10 working days as from the reception date of this Offer, a written note in accordance with the sample note attached hereto as Annex B.

Yours sincerely,

\_\_\_\_\_  
Exhibitor Signature and Seal

Name: .....

Charge: .....



## 8. 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: 10 % 3.Additives  
90 % 4.Ingredients and raw material

    % 1. Processing

    % 2. Equipment for food packaging and beverage bottling

    % 3. Additives

    % 4. Ingredients and raw material

    % 5. Refrigeration equipment and temperature treatment

    % 6. Laboratories and quality control

    % 7. Automation and control

    % 8. Accessories and Peripherals

    % 9. Industry Services

    % 10. Other \_\_\_\_\_

## Specific Terms and Conditions

### 9) Organizers:

Indexport Messe Frankfurt S.A.  
Luis M. Campos 1061 5th. Floor  
C1426BOI 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>

### 10) Location

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

### 11) Event Name/Event Dates and Opening Hours.

The Event is called "TecnoFidta" and will take place on September 18 to 20, 2018, in the following opening Hours Tuesday to Friday from 2 to 8 pm.

### 12) Application and Confirmation

Once this Offer is accepted, the Organizer shall allocate the booths and shall 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.

12.1 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.

### 13) Terms of Payment.

The organizer shall issue and send the exhibitor each invoice in accordance with the payment terms specified in section 6 of the previous page.

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

13.1. 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 whatever. 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.

13.2. 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.

### 14) 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.

### 15) Cancellation

15.1. If the Exhibitor decides to withdraw and/or cancel its participation for any reason whatsoever, such decision **must be informed in writing to the Organizer, either by the legal representative and/or attorney-in-fact and sent to the offices of the Organizer (certified notice)**. The decision to cancel its participation in the event shall give rise to a penalty payable to the Organizer as stated in this clause, and it will increase as the Exhibitor's decision not to participate is made on the date closest to the start of the event set-up:

15.1.1. If the Exhibitor **informs its decision not to participate with a prior notice of at least 180 (one hundred and eighty) calendar days before the event set up date**, the Exhibitor shall pay a penalty equivalent to 50% of the space rental fee.

15.1.2. If the Exhibitor **informs its decision not to participate with a prior notice of at least 90 (ninety) calendar days before the event set up date**, the Exhibitor shall pay a penalty equivalent to 70% of the space rental fee.

15.1.3. If the Exhibitor **informs its decision not to participate within 90 (ninety) calendar days before the event set up date**, the Exhibitor shall pay a penalty equivalent to 100% of the space rental fee.

15.2. **In order to account for the time frames planned in exhibits 15.1.1, 15.1.2 and/or 15.1.3, the notice shall be considered valid from the date it is duly received at the Organizer's office and provided that it is endorsed by the Exhibitor's legal representative and/or attorney-in-fact.**

15.3. **If the Exhibitor decides to cancel its participation according to exhibits 15.1, 15.1.1, 15.1.2 and/or 15.1.3, it will have no right to refund of any amount paid, which, instead, shall be considered as payment on account of the penalty established herein and/or the Exhibitor shall pay any shortfall - if applicable - until the amounts of the corresponding penalties set forth in exhibits 15.1.1, 15.1.2 or 15.1.3 were covered.**

15.4. 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. **The Organizer shall have identical rights and get the same results as those mentioned above if an unforeseeable event or force majeure occur, preventing the Organizer to carry out the event in the scheduled date and/or place and under the same terms and conditions originally outlined.** If the Event is cancelled, any space rental fee paid shall be refunded **according to the historical costs paid by the Exhibitor without any interest or other payment.**

15.5. 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 imply any further right to the Exhibitor, no matter its nature.

15.6. If the Event has to be interrupted after its opening due to incidents beyond the control of the Organizer, the right to terminate the agreement or claim for compensation shall not be applicable. This shall also apply if the Organizer is 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 any other reason. Likewise, these provisions include restrictions on the use of the area assigned to the booth or its access, which may derive from cleaning or restructuring activities, provisions and conditions imposed by municipal, national or provincial authorities. In such case, the Organizer will try to find an alternative solution without assuming any legal obligation.

If the National Government, the Government of the City of Buenos Aires and/or any other authority or institution - whether public or private - or even the licensee, owner or possessor of the trade center issue a provision that may limit, restrict, affect and/or modify the terms and conditions agreed upon, the Organizer shall not assume any liability in this regard and no amounts shall be payable by the Exhibitor for any damage whatsoever.

15.7. If the Exhibitor decides to reduce the space rented, it will lose its right to use it and will have to request the Organizer, in writing, for a new location according to the space available. The Organizer may accept the Exhibitor's request or not, and the Organizer's refusal shall not imply any right for the Exhibitor.

### 16) Exhibitor's Manual

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

### 17) Exhibitors

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

### 18) General Provisions// Exhibitor's guarantee

These regulations are mandatory. The Organizer is empowered to refuse to accept or shut down those booths that do not meet these provisions and no compensatory payment from this decision and/or fines for non-compliance of Regulations and / or Annexes shall be applicable.

The Exhibitor shall be responsible for any damage that might occur in its booth area or within the premises caused by its personnel or any third party hired by them during the set-up, the exhibition itself and dismantling steps. In this regard, the Exhibitor shall be responsible (either personally or through a third party) for the set-up, display and dismantling tasks related to its own booth, subject to the hours, dates, and terms and conditions established by the Organizer for such purpose.

As a guarantee of the performance of this Participation Agreement, the Regulations, the Exhibitor's Manual and Annexes, the Exhibitor shall submit - at the Organizer's offices and within a minimum of 7 (seven) calendar days prior to the start of the Exhibition - a check of its own for a date before the closing of the Exhibition in an amount equivalent to 15% of the booth rental fee, as a means to ensure the compliance of the terms and conditions stated herein. Consequently, and if the Exhibitor fails to fulfill this contract and/or the Regulations, Exhibitor's Manual and Annexes, or if fulfillment is defective or partial, the Exhibitor authorizes the Organizer to deposit and cash the check issued as a penalty for non-compliance. If the Exhibitor complies with all of the regulations mentioned herein, the Organizer shall return that check to the Exhibitor for the latter to collect it from the Organizer's offices within 7 (seven) calendar days after the closing of the Exhibition.

To those exhibitors who hire 50 sqm or less, the Organizers may require in those cases, instead of the indicated guarantee check, to replace it by any media which allows to guarantee the exhibitor's fulfillment based on the unique Organizer's criteria.

### 19) Admission to participate

19.1. Acceptance shall be based on a registration process. The receipt of this Offer 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.

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

### 20) Participation Costs

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.

### 21) 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 paid 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.

## **22) Assignment**

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

## **23) Retail sale**

Exhibitors shall not sell at their stands/booths, except from those sale of their own promotional product's material, which is 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.

## **24) Exhibitor's Duties**

24.1. The Exhibitor shall assume full responsibility for robbery, theft, fire, lightning, storm, explosion or accident or damage or any other item of any other nature, produced on the property of the Exhibitor and / or property of third parties who are in the Exhibitor's booth. Also, exclusively Exhibitor shall assume 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.

24.2. The Organizer shall not assume 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 shall not assume 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.

## **25) Insurance**

For the purpose of complying with the provisions in clause 24, Exhibitor 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, 2018 to September 22th, 2018 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, it 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 shall not be claimed and the Organizer reserves the right to take this amounts as penalty for the clause breached.

## **26) Personnel Hiring**

26.1. The personnel designated by the Exhibitor for its booth shall be hired by the Exhibitor; Exhibitors shall 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.

26.2. The Exhibitor shall 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.

26.3. Accreditation badges will only be granted 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.

26.4. The Exhibitor shall be responsible exclusively of the personnel is within the stand; the Exhibitor shall comply with all employment obligations, welfare and / or any other respect to such personnel.

26.5. The Exhibitor shall disclaim any responsibility and shall indemnify the Organizer economically and legally from any claim that would be brought 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.

## **27) Safety**

27.1. If the Organizer provides the Exhibitor with a fire extinguisher, the Exhibitor shall locate the fire extinguisher in the booth in a visible place and the personnel shall 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.

27.2. 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.

27.3. 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.

27.4. 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.

## **28) Cleaning**

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

## **29) Customer Service at the Booth**

29.1. The Exhibitor shall provide personnel to serve the visitors during the Exhibition opening hours.

29.2. 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.

## **30) Prohibited Activities / Safety Rules**

30.1. 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.

30.2. 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.

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

30.4.0The Exhibitors generating residue shall dispose said residue in the containers destined to such purpose and shall not have any kind of fuel, flammable or explosive substances in their booths

## **31) 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 wishes to hire an additional cleaning service, it shall contact the Organizer.

## **32) Publicity and Promotion**

32.1. 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 it 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 advertising of products and / or services belonging to companies that are not Exhibitors in this event is absolutely forbidden.

32.2. 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.

## **33) 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.

## **34) Licenses and Trademarks**

34.1. The person responsible for the booth shall 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 shall be liable to third parties for all economic and legal aspects connected to violations of the Trademarks and Patents Act or its related provisions. Exhibitors shall comply with such regulations, and shall hold the Organizer legally and economically harmless against any third party claims in this regard.

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

34.3. The Organizer reserves the right to require this documentation whenever it considers it is necessary.

34.4. Failure to comply with this Section authorizes to the Organizer to the retirement of such a material and also the Organizer will evaluate if the exhibitor can continue participating or not in the exhibition.

34.5. 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. Exhibitors shall be able to exhibit products with third party owned marks if the original manufacturer of this product is present as Exhibitor in the fair and they are properly authorized for such aim.

## **35) Products / Equipment Exhibition**

35.1 Throughout the event, products displayed in the booth must be registered and accepted in order to be able to exhibit them; during that period, products must not be moved or replaced by other product(s) in the booth and besides, during opening hours products shall not be covered.

35.2 The merchandise shall be moved from the premises only with the previous authorization of the Organizer.

35.3 If the Exhibitor wishes to show any kind of equipment during the Exhibition, it shall request prior authorization of the Organizer, in writing, and within a minimum of 30 (thirty) calendar days before the start of the Exhibition, stating its willingness to exhibit the equipment and providing the details and characteristics thereof. To that end, the Exhibitor shall inform the type of equipment and for how long will it be running (specifying the type, sizes and weight as well as the different services required to support the installation; a description, quantity and sizes of the supporting surface(s), and the full name of the operators). The Exhibitor – in the event that the weight of equipment be 2 tons or more- shall fill out the form and documents supplied by the Organizer to that purpose, and shall also assume all responsibilities for the fulfillment of the regulations provided for in the Exhibitor's Manual for the entry and exit of the equipment. The Organizer, the Technical Management and the Administration of the trade center reserve the right not to authorize the display of the equipment requested by the Exhibitor if – notwithstanding that duly completed information was provided - the Organizer considers at its sole discretion that the display, operation or entry and exit of the equipment may be a risk to the security of the place or safety of people. If the Exhibitor is not required the authorization of the Organizer in due time and manner as stated herein, and/ or in case that the Organizer does not provide a written authorization, the Exhibitor shall not be allowed to display that equipment.

Any additional cost involved in the display of authorized/non-authorized equipment shall be borne by the Exhibitor.

## **36) Image and Sound Recording**

36.1. 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.

36.2. There will be photographers which are authorized by the Organizer in all the areas of the fair. If the Exhibitor wishes photographs taken by his own photographer it shall request for such petition to the Organizer at least three weeks before to the beginning of the fair.

36.3. 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 the Event.

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.

36.4. 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).

## **37) 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.

## **38) Stamp Tax**

In case a stamp tax applies to this agreement (1% of value of this agreement), it shall be paid by the Exhibitor and the Organizer on a 50-50 basis.

## **39) Protection of Personal Information**

The information compiled and/or collected by Exhibitors relating to the visitors, guests and other exhibitors either through files, optical reader, registers, databanks or other technical means of data processing will be owned by 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; and hold economically and legally the Organizer harmless from any claims of any nature made by a third party in relation to personal data.