



Koelnmesse, Inc.
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Chicago, IL 60631
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IDEM Singapore 2010 Application for Participation in the USA Pavilion

Pavilion Package



April 16-18, 2010
www.idem-singapore.com

1. Registering Company

1.1 Main Exhibitor Co-Exhibitor
Company name as it should appear in the show catalog.

1.2 Address:
Company name
(give legal status such as "LLC, "Corporation, etc):

Street 1: _____

Street 2: _____

City, State, Zip Code: _____

Phone: _____

Fax: _____

Web address: _____

Authorized Contact: _____

Contact person for the exhibition is:

Mr. / Mrs. / Ms.: _____

Phone: _____

Fax: _____

Email: _____

1.3 We are:

- Manufacturer Association/Organization
- Importer Trade Media
- Sales Organization Wholesaler
- Service Provider Trade Representative

2. Stand Requirements

2.1. We hereby order the following booth:

- 21 sqm 12 sqm
- 18 sqm 9 sqm
- 15 sqm other _____

2.2. Pavilion Package Pricing

The undersigned applicant agrees to the square meters provided as confirmed in Koelnmesse, Inc. official space confirmation documentation.

- Early Bird/DTA Member Rate: US \$599.-/sqm
Must register by October 31, 2009 for the Early Bird Rate

- Regular Rate: US \$619.-/sqm

In the event the exchange rate moves beyond the range of US\$ 1.45-US\$ 1.50 per Euro, Koelnmesse Inc. reserves the right to adjust the pavilion prices.

Your Pavilion Package Costs (Main Exhibitor)

- a. ____ sqm x US \$ ____ = _____
- b. Total due(a) = _____
- c. Deposit due (50% of b) = _____

2.3. Payment Schedule:

- 50% of the total exhibit and exhibit related cost is due with this application.
- Remaining balance plus additionally ordered equipment or services are due 90 days prior to show opening. Check or money order payment(s) must be made in US\$ and are payable to Koelnmesse, Inc. Chicago office. Wire transfers are accepted with an additional \$10 fee (\$ 25 fee for international companies). Please contact us for details.

3. Product listing form submitted

Your application will not be considered complete and space cannot be confirmed without the submission of the form "Product Groups" to our Chicago office.

Additional requirements

The information on this form will be stored by Koelnmesse automatically in accordance with the stipulations of the Bundesdatenschutzgesetz (Federal Data Protection Law) and will be passed on to third parties within the framework of contractual obligations.

Name, title and authorized and legally binding signature of Exhibitor Company.
Date, City & State

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Participation in **IDEM Singapore 2010** shall be subject to the Pavilion/Turnkey Exhibit Terms and Conditions. By signing the Pavilion/Turnkey Exhibit Terms and Conditions, the undersigned exhibitor ("Exhibitor") acknowledges that a duly authorized representative has read, understands and agrees to the Pavilion/Turnkey Exhibit Terms and Conditions. All applications received by Koelnmesse Inc. are subject to acceptance by Koelnmesse Inc. in writing. A contract is only finalized upon Koelnmesse Inc.'s execution of such acceptance and the receipt by Koelnmesse Inc. of the required down payment. Koelnmesse Inc. hereby gives notice of its objection to and rejection of any different or additional terms.

1. Koelnmesse Inc. agrees:

- a. To provide booth space in the Pavilion/Turnkey Exhibit in **Singapore**.
- b. To provide the following exhibition services: overall booth/exhibition design, fabrication, installation and dismantling of rental display system, furniture and standard identification signs; electricity for normal usage; daily cleaning and other services described in the **IDEM Singapore 2010** Pavilion/Turnkey Exhibit application. Koelnmesse Inc. has the sole authority to assign, reassign and allocate space. Koelnmesse Inc. reserves the right to adjust the price per square meter of the turnkey exhibit package and additional services and options in the event of significant exchange rate fluctuations.

2. Exhibitor agrees:

- a. To submit a completed application form, duly signed by an authorized representative. 50% deposit payment of pavilion package and media package must be received within 7 days of application to secure and hold a booth location. If payment is not received, the request will be removed. Payment by check or money order in US\$ payable to:

Koelnmesse Inc.
8700 West Bryn Mawr Avenue
Suite 640 North
Chicago, IL 60631

Wire transfers are accepted with an additional US\$ 10 / US\$ 25 fee please contact us for details. Such 50% deposit is fully refundable in the event Koelnmesse Inc. is unable to accommodate booth space.
- b. In the event the exchange rate moves beyond the range of US\$1.45-US\$1.50 per Euro, Koelnmesse Inc. reserves the right to adjust the Pavilion/Turnkey prices. Adjustment will apply to all Pavilion/Turnkey applicants.
- c. To make payment in full 90 business days prior to the commencement of the show to Koelnmesse Inc. for exhibit space and booth equipment as well as for additional services ordered.
- d. To keep a fully equipped and staffed booth in the Pavilion/Turnkey Exhibit during all opening hours throughout the entire show.
- e. To provide and keep in force during the show period comprehensive general liability insurance and property damage insurance, in addition to all-risk property insurance covering all of Exhibitor's property brought into or used in connection with the show. Exhibitor understands that Koelnmesse Inc. does not maintain insurance covering Exhibitor's property and it is the sole responsibility of Exhibitor to obtain such insurance.
- f. To pay for shipping costs, shipping duties and expenses in connection with handling of Exhibitor's property, samples, and the removal of said property from the exhibition site after the close of the show, unless such expenses are covered by the "exhibit package." Failure to comply may result in additional charges for Exhibitor.

- g. To assure that all its products arrive undamaged prior to the opening of the show.

3. **Applications.** Applications will be processed in the order they are received. Koelnmesse Inc. reserves the right to accept or refuse applications for any reason. Confirmation of participation, as well as space allocation is made solely by Koelnmesse Inc. Pavilion/Turnkey Exhibit participation is open to U.S. and Canadian organizations, their overseas subsidiaries, agents, representatives and licensees only.
4. **Cancellation.** All cancellations must be made in writing. Koelnmesse Inc. will assess the following cancellation fees:
 - Cancellation **on/before 270 days prior to first show date** will incur a **30%** fee of total exhibit costs;
 - Cancellation **between 269-180 days prior to first show date** will incur a **50%** fee of total exhibit costs;
 - Cancellation **less than 180 days prior to first show date** will incur a **100%** fee of total exhibit costs.
5. **Admissible Exhibits.** Exhibitor will not display any products without the endorsement or approval of the manufacturer of the products. Exhibitor represents that it has full authority and all approvals necessary to display its products at the show. Koelnmesse Inc. reserves the right to determine the eligibility of any exhibitor or product for inclusion in the show. Exhibitor shall not exhibit, or permit to be exhibited in the space allocated to them, any merchandise other than that specified in this application. Exhibitor agrees that Koelnmesse Inc. may remove any exhibit items that it determines, in its sole discretion, are of a disruptive, objectionable or inappropriate nature. Exhibitor shall not (i) attach a price tag to any exhibited item; or (ii) offer, sell or donate any exhibit items to end-consumers during the show and the exhibit removal phase. Koelnmesse Inc. reserves its rights to close Exhibitor's booth and have it locked in case of any violations. Exhibitor shall reimburse Koelnmesse Inc. for any expenses incurred in connection with any closing and removal of Exhibitor's booth. Koelnmesse Inc. reserves its right to decline admission to any exhibitor in the future who has previously violated any terms and conditions hereof.
6. **Termination.** The contract may be terminated by Koelnmesse Inc. at any time if (a) Exhibitor fails to pay the balance due of the exhibit fees 90 business days prior to commencement of the show, or (b) Exhibitor fails to perform and comply with any representations, warranties or other terms and conditions of the contract. In case of such termination, Koelnmesse Inc. has the right to withhold from Exhibitor possession of the exhibit space, and Exhibitor shall forfeit all exhibition fees.
7. **Guidelines.** Please refer to the "Exhibitor's Service Manual" for information on the installation, construction and character of the Pavilion/Turnkey Exhibit.
8. **Assignment and Co-Exhibitor.** Koelnmesse Inc. shall have the right to assign or transfer its rights and obligations hereunder to an affiliated third party without the prior written consent of Exhibitor. Exhibitor may not assign, sublease or allow the use of the booth space to any co-exhibitors or other third parties without prior written consent of Koelnmesse Inc. Affiliated companies of Exhibitor are considered to be co-exhibitors. Co-exhibitors must submit their own applications to Koelnmesse Inc. Any participation by a co-exhibitor is subject to a co-exhibit fee which will be charged to the Exhibitor's account. Exhibitor and any Co-exhibitor shall be jointly and severally liable for the entire exhibition fee.
9. **Services.** Koelnmesse Inc. does not warrant or represent, and Exhibitor acknowledges that no representation has been made to it, that the

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services provided hereunder will result in any particular level or type of financial result for Exhibitor.

- 10. Relationship.** Koelnmesse Inc. and Exhibitor understand and agree that the contract does not create a fiduciary relationship between Koelnmesse Inc. and Exhibitor, that Koelnmesse Inc. and Exhibitor are and will be independent contractors and that nothing in the contract is intended to make either Koelnmesse Inc. or Exhibitor a general or special agent, joint venturer, partner, or employee of the other for any purpose. Exhibitor understands and acknowledges that the contract is not binding on Koelnmesse GmbH.
- 11. Force Majeure.** Koelnmesse Inc. and Koelnmesse GmbH shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from any (a) act of God, (b) fire, flood, earthquake, blizzard, storm or other casualty, (c) strike, lockout or other labor dispute, (d) riot, insurrection, civil commotion, sabotage, vandalism or enemy or hostile governmental action, (e) inability to procure labor, materials or supplies, (f) transportation delay or freight embargo, (g) law, statute, ordinance, order, rule, regulation or requirement of any federal, state or municipal government, or any appropriate agency, officer, department, board of commission thereof, whether now or hereafter in force, (h) judicial or other legal restriction or proceeding, actual or threatened, pertaining to or affecting the performance of any covenant to be performed hereunder, (i) other condition beyond the control of the party suffering the delay.
- 12. Domiciliary Rights.** Exhibitor acknowledges that Koelnmesse Inc. and its agents have the right to exercise domiciliary rights throughout the exhibition facility. Koelnmesse Inc. and its agents have the right to decline, prohibit or remove any exhibition or portions thereof if their display contravenes law, including German administrative and public law, offends good morals or is not in keeping with the event program. Promotion of political and ideological purposes is prohibited. In the event of serious offenses, Koelnmesse Inc. is entitled to close Exhibitor's booth or have it vacated.
- 13. Indemnification.** Exhibitor shall indemnify and hold harmless Koelnmesse Inc., Koelnmesse GmbH and its respective affiliates, shareholders, directors, officers, employees, agents, representatives and contractors (collectively, the "Indemnified Parties") from and against any and all claims arising from, relating to or otherwise in respect of Exhibitor's participation in the Pavilion/Turnkey Exhibit or any acts by Exhibitor, its agents or employees in connection with Exhibitor's participation. For purposes of this indemnification clause, "claims" shall mean any and all demands, complaints, proceedings, losses, damages, liabilities or obligations and any fees, costs, and expenses related thereto, including reasonable attorneys' fees. Each Indemnified Party has the right to defend any claim. This indemnification clause shall survive the contract.
- 14. Limitation of Liability.** Notwithstanding any other provision of the contract, in no event shall Koelnmesse Inc., Koelnmesse GmbH and their contractors be liable to Exhibitor for any consequential, special, indirect or punitive damages whatsoever. Koelnmesse Inc., Koelnmesse GmbH shall not be liable for any act or omission in connection with the contract except to the extent that such act or omission constitutes gross negligence or willful misconduct of Koelnmesse Inc. The liability of Koelnmesse Inc. shall in no event exceed an amount equal to the fees paid by Exhibitor. All claims by Exhibitor against Koelnmesse Inc. arising from or relating to Exhibitor's participation in the Pavilion/Turnkey Exhibit shall be made in writing no later than six (6) months following the last day of the show.
- 15. Intellectual Property.** Exhibitor hereby assumes all responsibility for, and all costs and expenses arising from Exhibitor's or Exhibitor's

agents' or employees' use of any music, written material, dramatic rights, inventions, devices or similar items in connection with Exhibitor's participation in the show, which items are the subject of any copyright, trademark, trade name, patent, franchise or other contractual or statutory protection. Exhibitor represents and warrants that it owns all right, title and interest in and to the intellectual property it uses in connection with Exhibitor's participation in the show. Exhibitor agrees to indemnify, defend and hold harmless Koelnmesse Inc. and Koelnmesse GmbH and its directors, officers and employees from any claims, damages, costs or expenses, including, without limitations, attorneys' fees and expenses, incurred by any of them that arise out of or in connection with such use.

- 16. Entire Contract.** The Application, the Pavilion/Turnkey Exhibit Terms and Conditions hereto constitute the entire contract between Koelnmesse Inc. and Exhibitor concerning the subject matter hereof and supersede any and all prior contracts. No amendment or change of the contract shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing, except for changes permitted hereunder to be made unilaterally by Koelnmesse Inc.
- 17. Severability.** If any provision of the contract shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend the contract to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.
- 18. Compliance with Laws.** During the show, Exhibitor must comply with all local laws, regulations, rules and ordinances in force in the show country. In the event of serious offences, Koelnmesse Inc. is entitled to close Exhibitor's booth or have it vacated.
- 19. Governing Law.** The contract and the Pavilion/Turnkey Exhibit Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of law rules.
- 20. Jurisdiction.** Each party agrees that the federal and state courts sitting in Chicago, Illinois have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of the contract. Exhibitor waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation.

ACKNOWLEDGEMENT AND ACCEPTANCE

My signature below signifies that I am authorized to enter into a contractual obligation on behalf of my employer and further I have read, understood and accept the terms and conditions for my company's payment and participation in the IDEM Singapore 2010 trade fair.

EXHIBITOR:

Name: _____

Title: _____

Date: ____ / ____ / ____

Signature: _____

1. Registering Company

- 1.1 Main Exhibitor Co-Exhibitor
Company name as it should appear in
the show catalog.

I. Dental Practice

- 1. Practice Furniture
- 2. Practice Equipment
- 3. Dental Units
- 4. Instruments and Tools for the Practice
- 5. Dental Materials
- 6. Work Aids and Auxiliary Materials for Dental Treatment Purposes
- 7. Prophylaxis / Oral Hygiene
- 8. Pharmaceuticals
- 9. Implant Dentistry
- 10. Cosmetic Dentistry

II. Dental Laboratory

- 11. Laboratory Furniture
- 12. Laboratory Equipment
- 13. Instruments and Tools for the Laboratory
- 14. Model and Denture Materials
- 15. Work Aids and Materials for Dental Laboratory Purposes
- 16. Orthodontic (Re-) Construction Auxiliaries
- 17. Prefabricated CAD/CAM blocks, Moldings, Artificial Teeth

III. Infection Control and Maintenance

- 18. Sterilization / Disinfectant Devices
- 19. Disinfectants (chemical)
- 20. Professional and Protective Clothing

IV. Services, Information, Communication and Organization

- 21. Software & IT-Solutions
- 22. Associations / Education
- 23. Other Services, Media

EXHIBITOR:

Name: _____

Title: _____

Date: _____

Signature: _____