

## Centro Banamex – Hall C, Mexico City, April 15 - 17, 2015

Please fill in the spaces on this contract, sign it and send it with a 50% deposit to Barrera y Nogueira, S. de R.L. de C.V. (hereafter "B y N"), Herschel 152, Piso 6, Col. Anzures, 11590, México D.F., México.

Tel: +52 (55) 5254-1654, Fax: +52 (55) 5564-4294, E-Mail: info@expoina.mx

(For your convenience, the boxes on this form can be downloaded electronically using Adobe Acrobat Reader)

### 1. BILLING DETAILS

Income tax number:

Company name:

Street:  Number:

District:  Borough or municipality:

Zip code:  City:

State:  Country:

### 2. NAME OF LEGAL REPRESENTATIVE

Title:  Name:  Surname:

### TELEPHONE

Country code:  Areal code:  Phone number:  Fax:

Email:  Web page:

### 3. TRADE NAME

How you wish it to appear in everything that ExpoINA publishes (Floor map, exhibitors list, Directory, etc.)

Company name:

Street:  Number:

District:  Borough or municipality:

Zip code:  City:

State:  Country:

### CONTACT PERSON

Title:  Name:  Surname:

### TELEPHONE

Country code:  Areal code:  Phone number:  Fax:

Email:  Web page:

### 4. PERSON RESPONSIBLE FOR CONTRACTING SPACE AT EXPOINA

Title:  Name:  Surname:

### TELEPHONE

Country code:  Areal code:  Phone number:  Fax:

Email:

### 5. COMPANY PROFILE

OEM manufacturer: \_\_\_\_\_ Aftermarket manufacturer: \_\_\_\_\_ Other: \_\_\_\_\_

### NAME YOUR 3 MAIN PRODUCTS

1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

Preferred location 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

### 6. CONTRACTED SPACE

Space in m<sup>2</sup>: \_\_\_\_\_ Price per m<sup>2</sup>: \_\_\_\_\_

AMOUNT IN  
U.S. DOLLARS

Price of stand: \_\_\_\_\_ V.A.T. 16%: \_\_\_\_\_ Total due: \_\_\_\_\_

The applicant will receive from ByN a unique reference number. A 50% deposit will be made on the same day that the contract is signed and the remaining 50% will be deposited within five working days of the date of ByN confirming his/her location at the exhibition or on November 7, 2014, whichever occurs first. The sum should be deposited in the bank account indicated in this section, using the reference number that we will supply and which will be unique to your company. Use of the reference number is obligatory.

**Bank: Banamex, Dollar account: 9390219, Branch: 384. Beneficiary: Barrera y Nogueira, S. de R.L. de C.V. Account in U.S. Dollars CLABE (Bank Code): 002180038493902197**

Cancellation terms: If the exhibitor wishes to cancel part or all of the contracted space, he/she should send written notification of such to ByN. The exhibitor will be fined, using the following cancellation rates (a percentage of the total bill, based on the date that ByN receives written notification): Before October 24, 2014: 0%; from October 24, 2014, through November 14, 2014: 50%; after November 14, 2014: 100%.

If the exhibitor decides, for any reason, to reduce his/her contracted space three months before the exhibition, this must be compensated for by payment to the Organizer of the rate charged for the equivalent of 50% of the total space contracted originally.

With reference to the above: I accept the general terms and conditions laid out in this contract, comprising three pages, and agree to be an exhibitor at Expo INA from April 15 through April 17, 2015.

I accept the general terms and conditions laid out in the three pages of this contract.

Date: \_\_\_\_\_  
Name of Legal Representative: \_\_\_\_\_  
Company: \_\_\_\_\_  
Signature: \_\_\_\_\_

Sergio Nogueira Parrodi  
Barrera y Nogueira, S. de R.L. de C.V.  
Signature: \_\_\_\_\_

**ORGANIZER:** The event, Expo INA 2015, is an event owned by the INDUSTRIA NACIONAL DE AUTOPARTES A.C., whose address is Avenida Colonia Del Valle, Number 607, Colonia Del Valle, 03100, México, D.F. México, and operated by Barrera y Nogueira, S. de R.L. de C.V., whose address is Herschel 152, Piso 6, CP 11590, México D.F. The "EXHIBITOR" is the applicant who has agreed to participate in the Organizer's Event. The Exhibitor's acceptance must be confirmed in writing by the Organizer. The Exhibitor and the Organizer acknowledge these Terms and Conditions of the Event as valid elements of this participatory contract. Violation of any of the Terms and Conditions of the Event will give the Organizer the right to exclude the Exhibitor from the Event and to seek indemnity for the damages caused by said violations. The Exhibitor must comply with the Terms and Conditions of the Event in relation to the services officially established by the Organizer in the Exhibitor's Manual. **EXHIBITING CONDITIONS:** The Exhibitor must have facilities in Mexico or in at least one of the 49 countries with which Mexico has established treaties and agreements. These are: The North American Free Trade Agreement with the United States and Canada (Nafta); the G3 Free Trade Treaty; Colombia; the Free Trade Treaty with Costa Rica; the Free Trade Treaty with Bolivia; the Free Trade Treaty with Nicaragua; the Free Trade Treaty with Chile; the Free Trade Treaty with Israel; the Free Trade Treaty with the European Association of Free Trade (Norway, Iceland, Switzerland and Lichtenstein); the Free Trade Treaty with the Northern Triangle (El Salvador, Guatemala and Honduras); the Free Trade Treaty with Uruguay; the Agreement to Strengthen the Economic Association with Japan; the Free Trade Treaty with the European Union; which includes 27 countries: Germany, Austria, Belgium, Bulgaria, Cyprus, Denmark, Slovakia, Slovenia, Spain, Estonia, Finland, France, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Poland, Portugal, the United Kingdom, the Czech Republic, Rumania and Sweden. The Exhibitor must manufacture automotive parts and comply with the laws of ownership, patents and brands.

**PAYMENT CONDITIONS:** The initial deposit of 50% of the total will be made on the day the current contract is signed and the remaining 50% will be made within five working days of the date of confirmation of the location within the exhibition by INA and/or Barrera y Nogueira, S. de R.L. de C.V. or by November 7, 2014, whichever occurs first. Any complaint or nonconformity by the Exhibitor with regard to the services provided by the Organizer or any of the Organizer's affiliates or the amount charged for such services must be expressed in writing to the Organizer within 15 days of the date on the invoice in question. (However, any complaint or claim will not release the Exhibitor from his/her obligation to make payment within a period of 10 days, as detailed below). The absence of a report of any claim or complaint will be taken to mean that he/she has no such claim or complaint to make. If there are any debts, it will be taken as understood that all invoices will be payable upon receipt and should be paid within 15 days of the billing date or the limit specified on the invoice. If payment is late, the Exhibitor will agree to pay all the additional charges and expenses generated by the billing process, including reasonable legal expenses incurred by the Organizer or by his affiliates in collecting payment. The Exhibitor's obligations are mutual and individual and cover Third Parties. The party that signs this agreement on behalf of the Exhibitor will agree that he/she is authorized to do so and by so doing has caused the Exhibitor and Third Parties to be one and the same, together and individually under the terms of this contract. The Exhibitor will give assurances that Third Parties will be notified immediately of the terms mentioned here. Regardless of whose name is on the invoices, the Exhibitor and Third Parties will be jointly obligated to pay the amount specified in the invoices by the Organizer within the specified time frame and until such time as the total payment is received by the Organizer. Payments by the Exhibitor to Third Parties or from Third Parties to the Exhibitor will not be considered as payments to the Organizer. Exhibitors will be responsible for any taxes, duties or charges related to their participation in the exhibition.

**USE OF THE EXHIBITION AREA:** The Exhibitor contracts the use of the stand or exhibiting apparatus for the duration of the Event and agrees to confirm with the Organizer's conditions. The Organizer has the right to locate a stand where it wishes. The Exhibitor and his/her representatives will behave in a commercial manner and allow all persons, including other exhibitors, to enter his/her stand during the hours that the Event is open. Stands must not obstruct the general view of other stands. Unusual or specially designed stands must have the Organizer's authorization. The Organizer reserves the right to restrict or shut down stands that upset or go against the character of the Event. Stands should be installed before the inauguration of the Event. The Organizer reserves the right to re-locate stands as he sees fit if the Exhibitor has not made an appearance or has not started installing the stand by 6 pm on the day before the inauguration of the Event. The Exhibitor will cover the cost of any equipment or service required for his/her exhibition space.

**ON-SITE AUDITING:** So as to protect brand, intellectual property and industrial rights, as well as the rights of authors, the Organizing Committee will conduct random audits to verify the legality of the exhibited products. By signing this contract, the Exhibitor agrees with this procedure and, if selected, must allow such audits to go ahead on his/her stand. The Exhibitor must have the pertinent documentation on site for this purpose.

**STAND RESPONSIBILITY:** It will be the responsibility of the company that contracts space to keep his/her staff on the stand during the hours that the exhibition is open. Any exhibitor who starts to pack up or dismantle his/her stand before the closure announcement will be fined \$1,000.00 (U.S. dollars).

**EVENT OPENING HOURS:** The duration of the Event, stand construction and operation hours will be published in the Operating Regulations. Installation and dismantling hours must be respected, unless the Organizer makes an exception.

**SALES ACTIVITIES:** The Event is a commercial exhibition, without direct sales. All sales activities must be conducted with the Organizer's approval.

**NEWS MEDIA:** All the Exhibitor's promotional materials and articles will be limited to the exhibiting area. Exhibitors may not conduct advertising activities beyond the limits of his/her stand or outside the Event without the written approval of the Organizer. Acoustic presentations will only be allowed if they are prepared in such a way that they do not cause a nuisance to other exhibitors and visitors. The Organizer reserves the right to put a stop to any such advertising or presentations that have not been approved by the Organizer or do not meet the Event's standards. Any activity carried out by the news media, be it under contract by the Exhibitor or independently, must be conducted through the Organizer's Press Office.

**EXCLUSION OF RESPONSIBILITY:** The Organizer is not responsible to the Exhibitor for damages caused by natural disasters, war, civil unrest, fire, violence, malfunctioning of the installations, inclement weather or any other circumstance beyond the control of the Organizer, including damages caused by visitors to the Event, by other Exhibitors or people acting alone. The Exhibitor expressly accepts that neither the owner of the event nor the Organizer will assume responsibility if the event has to be cancelled for reasons of force majeure.

**SAFETY AND RESPONSIBILITIES:** All local, state and federal laws must be obeyed in the exhibition area during the Event. The Exhibitor must observe all the installations' safety measures, not to mention instructions from the Organizer's security staff. The Exhibitor will be responsible for any damage to people or property, for any economic loss caused by the construction of the stand, by the equipment on the stand by staff or any of the Exhibitor's employees. The Exhibitor must obtain all the required permits prior to the opening of the Event and must have them available for inspection by the Organizer. The Organizer will provide the customary security during the hours set aside for installing and dismantling stands and during the Event. However, the Organizer will not be responsible for losses or damages to the Exhibitor's property.

**SAFETY/PREVENTION:** The Exhibitor will be responsible for providing sufficient security. The Exhibitor will not use inflammable decorating material. All textiles and materials used for decorating purposes must be fire-resistant. The Exhibitor must comply with all fire regulations.

**COMPLAINTS:** Any complaint from the Exhibitor must be made in writing within 14 days of the closure of the Event.

**OPERATING REGULATIONS:** Specific information about the construction of stands, dismantling, haulage companies, materials and packing rules, services for the Exhibitor, etc. can be found in the manual and must be obeyed by the Exhibitor.

**DISMANTLING THE STAND:** The Exhibitor will return his/her area at the exhibition site in the same condition as when he/she received it. If there is any damage to the area or the exhibition halls (structure, floor, cables, pipes, etc.), the Exhibitor will undertake to make the repairs. If the dismantling of the stand is not finished in time, the Organizer will dismantle it and the articles will be stored at the Exhibitor's expense. The Organizer will not be held responsible for abandoned stands.

**AMENDMENTS:** Any modification to this contract will be accepted only if it is in writing and must have the written approval of the Organizer.