

**Expo Guadalajara, Guadalajara, Jalisco, November 15 - 17, 2017**

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, E-Mail: info@bynexpo.com.mx

**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 Expo transporte ANPACT 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 EXPO TRANSPORTE ANPACT**

Title:  Name:  Surname:

**TELEPHONE**

Country code:  Areal code:  Phone number:  Fax:   
Email:

**5. MANUFACTURED PRODUCTS**

1:  2:  3:

HENCEFORTH KNOWN AS "THE EXHIBITOR", REPRESENTED FOR THE PURPOSES OF THIS DOCUMENT BY ITS LEGAL REPRESENTATIVE.

**DECLARATIONS**  
**THE ORGANIZER DECLARES**

**FIRST.-** That it is a legally constituted company in accordance with the laws of the Mexican Republic and other relevant dispositions. Said authorization was granted to it by public deed, number 19032, dated September 7, 2009, and prepared and presented by Notary Public Mr. Fernando Dávila Rebollar (Number 235), who is registered in the Mexico City Federal District's Property and Commerce Public Registration Office with the number 1835\*4.

**SECOND.-** That it is represented in this act by board chairman Mr. Sergio Gabriel Nogueira Parrodi, who is legally authorized to sign the agreement under the terms of the aforementioned deed which vouches for the legal formation of the company. These rights have not been revoked or limited in any way.

**THIRD.-** That, as part of its stated modus operandi, it is legally entitled to organize conventions and trade and industrial fairs, and is thus entitled to sign this contract.

**FOURTH.-** That it has been hired to organize THE EVENT by the ASOCIACIÓN NACIONAL DE PRODUCTORES AUTOBUSES, CAMIONES Y TRACTOCAMIONES, A.C. (ANPACT) (NATIONAL ASSOCIATION OF MANUFACTURERS OF TRUCKS AND TRACTOR TRAILERS), which is the sole owner of the exhibition, conferences and of everything else derived from EXPO TRANSPORTE ANPACT, including the trademarks registered with the Mexican Intellectual Property Institute (Instituto Mexicano de Propiedad Intelectual, or IMPI) and numbered 913038, 871676, 861136, 788712, 762338, 762337, 762336, 734575, 734574, 734573, 734572, 734571 and 734570, and THE EVENT's design and image.

**FIFTH.-** That its address is Herschel 152, Piso 6, Colonia Anzures, C.P. 11590, México, Distrito Federal.

**SIXTH.-** That it wishes to sign this STAND lease with THE EXHIBITOR to enable the latter to participate in THE EVENT at Expo Guadalajara on the 15th, 16th and 17th of November, 2017, under the terms and conditions stated in this document and its attachment A.

**SEVENTH.-** That it is registered in the Federal Tax Office (Registro Federal de Contribuyentes). Its code is BNO-090907-GY9.

**THE EXHIBITOR DECLARES**

**FIRST.-** That it is a legally constituted company from \_\_\_\_\_

**SECOND.-** That it is represented in this act by \_\_\_\_\_, who is legally authorized to sign this legal instrument in accordance with the constituent deeds, authorization that has not been revoked or limited in any form.

**THIRD.-** Whose main activity is \_\_\_\_\_

**FOURTH.-** Whose address is as mentioned on PAGE 1 section 1 (Billing Details).

**FIFTH.-** That it wishes to lease the STAND from the ORGANIZER to be able to participate in THE EVENT at Expo Guadalajara on November 15th, 16th and 17th, 2017, under the terms and conditions stated in this document and in attachment A.

**SIXTH.-** Whose Tax ID number is \_\_\_\_\_.

**BOTH PARTIES DECLARE**

That, acknowledging mutually their hiring capacity and in the absence of impediments to the giving of their consent and acknowledging the extent, rights and obligations of this document, they agree to commit themselves to the following:

**CLAUSES**

**FIRST. PURPOSE OF THE CONTRACT**

The purpose of this contract is the lease and use of a STAND at THE EVENT, to be held on November 15th, 16th and 17th, 2017 at Expo Guadalajara, located at Avenida Mariano Otero Number 1499, Col. Verde Valle, 44550, Guadalajara, Jalisco (henceforth referred to as THE VENUE).

**SECOND. CONSIDERATION AND LOCATION.**

The STAND will have the following specifications:

Desired location (if available): 1: \_\_\_\_\_ 2: \_\_\_\_\_ 3: \_\_\_\_\_

Price (in USD) per sqm (m2):

SPACE: \_\_\_\_\_ in sqm (1 m<sup>2</sup> = 10.7 ft)

Amount of booth:

V.A.T:

AMOUNT IN US DOLLARS:

Additional specifications: \_\_\_\_\_

**THIRD. WAYS OF PAYING.**

- a) THE EXHIBITOR will make an initial payment to THE ORGANIZER of 50% (fifty percent) of the total cost of the STAND via a bank deposit at the moment the contract is signed.
- b) The second payment will be made within a maximum of five working days of receiving emailed confirmation from THE ORGANIZER of the STAND's location. If payment is not made within the time allowed of five working days, bank interest on the outstanding amount of 5 percent per month will be charged.
- c) The starting date for STAND allocations is July, 13, 2016 and the last date is October 31, 2017. Any EXHIBITOR who does not totally settle his/or account during that period will be excluded from THE EVENT and will forfeit the right to recoup any of his/her monies.
- d) Once both payments have been deposited, THE ORGANIZER will send THE EXHIBITOR a unique reference number, distinguishing him/or from all the other exhibitors at THE EVENT.
- e) Deposits should be in US dollars and be sent to Banamex account number 9390375, clabe 002180038493903756 in the name of Barrera y Nogueira S. de R. L. de C.V.

**FOURTH. EXPENSES TO BE COVERED BY THE EXHIBITOR.**

THE EXHIBITOR will cover the full cost of any equipment or service deemed necessary for the installation, exhibition and dismantling of his/her STAND. By the same token, regardless of his/her nationality, THE EXHIBITOR will be responsible for the payment of any tax or charge generated by his/her participation in THE EVENT, according to Mexican law.

**FIFTH. STANDS OR EXHIBITING SPACE.**

The STANDS will be supplied by THE ORGANIZER. If THE EXHIBITOR does not use institutional equipment or requires a special STAND, he/she must send a copy of its design to THE ORGANIZER by September 08, 2017, at the latest and the design must follow the lines established in the Exhibitor's Manual. Before installation of the special STAND, THE EXHIBITOR must have the organizer's written authorization. If adjustments have to be made or unexpected issues that are not the responsibility of THE ORGANIZER arise, the latter may re-locate the STANDS as he sees necessary while avoiding damage to THE EXHIBITOR.



Similarly, THE ORGANIZER will re-locate STANDS when THE EXHIBITOR has not started installing his/her STAND by 11:00 hours on November 14, 2017.

The STANDS must be completely installed before THE EVENT's inauguration, as pointed out in the Exhibitor's Manual and they must not interfere with or obstruct other exhibitors' STANDS.

STANDS disturbing or detracting from the character and nature of THE EVENT will be restricted or taken down.

THE EXHIBITOR and his/her representatives will allow access to his/her STAND to everybody, including other EXHIBITORS, during the hours of THE EVENT. Any EXHIBITOR who packs up or dismantles his/her STAND before the announcement that THE EVENT has ended will be fined the equivalent of \$1,000.00 (ONE THOUSAND DOLLARS 00/100 US DOLLARS). The

on-the-spot fine will be payable with a credit or debit card at the Sales Point Terminal in the offices of the Organizing Committee, located in Expo Guadalajara's Lobby 3. If payment is not made, an exclusion order covering future events may be issued.

#### **SIXTH. HANDLING OF ADVERTISING MATERIAL BY THE EXHIBITOR.**

All promotional material and articles owned by THE EXHIBITOR must be exhibited and distributed at all times within the limits of the stand, which will be marked out and confirmed on the official plan of THE VENUE for THE EVENT.

Consequently, THE EXHIBITOR or members of his/her staff are expressly forbidden from conducting any advertising activity outside the limits of their STAND or outside THE VENUE during exhibition hours.

EXHIBITORS who need to conduct acoustic presentations should write to THE ORGANIZER to request permission, which will be given only when such presentations do not disturb other exhibitors or visitors to THE EVENT. Before authorizing, THE ORGANIZER will visit the STANDS one day before the event to calibrate the maximum volume of audio equipment to verify compliance with the limit established in the Exhibitors Manual.

THE ORGANIZER reserves the right to limit or prohibit any advertising activity or presentation that has not been authorized in writing and which does not comply with the standards of THE EVENT. Any news media-related activity conducted by THE EXHIBITOR must be authorized and organized by THE ORGANIZER's Press Office.

#### **SEVENTH. EVENT TIMETABLE.**

The timetable for the installation, operation, construction and dismantling of the STANDS, as well as the entry and exit of THE EXHIBITOR, guests and visitors can be found in the Exhibitor's Manual and must be strictly adhered to.

Any change in the timetable requested by THE EXHIBITOR must be authorized in writing by THE ORGANIZER.

#### **EIGHTH. SALES ACTIVITIES.**

THE EVENT is an exhibition organized for promotional and advertising purposes. Consequently, any sales activity that implies the handling of money, goods or services which THE EXHIBITOR attempts to conduct must receive THE ORGANIZER'S authorization.

#### **NINTH. EXCLUDING THE ORGANIZER FROM RESPONSIBILITY.**

THE EXHIBITOR does not hold THE ORGANIZER responsible for damages caused by natural disasters, wars, civil unrest, fire, violence, malfunction of the installations, inclement weather, terrorist acts, damages or theft carried out by visitors to THE EVENT, by other exhibitors or any other person or in the event of unexpected and uncontrollable factors causing THE EVENT to be canceled.

#### **TENTH. THE EXHIBITOR'S RESPONSIBILITY.**

THE EXHIBITOR is responsible for any damage or economic loss caused to anybody and/or any property by him/her or by any employee representing him/her and/or the construction or installation of his/her STAND or display counters. THE EXHIBITOR must consider the rights of the other participants in THE EVENT at all times.

#### **ELEVENTH. EXHIBITOR OBLIGATION.**

THE EXHIBITOR is obliged to obtain the necessary permits to allow him/her to take part in THE EVENT before starting to assemble his/her STAND and must have them available for inspection by THE ORGANIZER throughout the duration of the show (including the dismantling process).

Similarly, he/she must comply with local, state and federal laws and regulations within THE VENUE during THE EVENT. By the same token, he/she promises to follow the rules published in the Exhibitor's Manual and to respect the installation's security measures and THE ORGANIZER's security staff.

#### **TWELFTH. EVENT SECURITY.**

THE ORGANIZER will provide the customary security during the exhibition hours established in the Exhibitor's Manual. However THE ORGANIZER will not be responsible for loss, theft, injury or damage to property and/or staff suffered by THE EXHIBITOR.

It is forbidden for THE EXHIBITOR to use inflammable decorations. All textiles and materials used to decorate the STAND must be treated with fire-proofing material and will comply with anti-fire regulations.

Internal combustion engine usage must be authorized by THE ORGANIZER.

#### **THIRTEENTH. EXHIBITOR'S MANUAL.**

The Exhibitor's Manual sets the rules for all THE EVENT's activities, including the construction, installation and dismantling of STANDS, behavior during THE EVENT, transportation companies, timetables, parking lots, materials and packing and service rules to be followed by THE EXHIBITOR, who, once he/she signs the Contract, must follow the rules written in the Manual, which is an integral part of this instrument.

#### **FOURTEENTH. RETURNING THE STAND.**

THE EXHIBITOR must return the STAND to THE ORGANIZER in the same condition in which he/she received it. If the STAND or the exhibition halls (structures, floors, cables, piping and other accessories) are damaged in any way, THE EXHIBITOR will be charged the cost of their repair. If the STAND has not been dismantled within the established time frame, THE ORGANIZER will proceed to dismantle it, will place the articles in a warehouse and charge THE EXHIBITOR the cost of doing so. THE ORGANIZER bears no responsibility for abandoned STANDS.

#### **FIFTEENTH. CANCELLATION TERMS.**

If THE EXHIBITOR wishes to cancel part or all of the leased space, he/she must notify THE ORGANIZER in writing.

After the cancellation, THE EXHIBITOR must pay a cancellation fee, which will be a percentage of the total lease of the STAND, calculated according to the date on which THE ORGANIZER receives the written notification. The cancellation fees are as follows:

- Before September 20, 2016, zero percent of the total invoice.
- From September 20, 2016, through December 16, 2016, 50 percent (fifty percent) of the total invoice.
- After December 17, 2016, 100 percent (one hundred percent) of the total invoice.

If THE EXHIBITOR fails to cancel his/her participation in any way, he/she will be obligated to make total payment of the STAND's lease, even though THE EXHIBITOR does not participate in THE EVENT. THE ORGANIZER will not make any refund that is different to that stipulated in this clause.

#### **SIXTEENTH. CONVENTIONAL PENALTY.**

In the event of any type of damage (be it material or reputational) to the VENUE, to other EXHIBITORS, THE EVENT owner and THE ORGANIZER, THE EXHIBITOR may be charged a conventional penalty equivalent to the sum of his/her contract fee, as specified in the Exhibitor's Manual.

This penalty will be applied by THE ORGANIZER when bad behavior is not corrected or when called-for measures are not taken. Furthermore, the Contract may be rescinded and THE EXHIBITOR asked to leave THE EVENT.

#### **SEVENTEENTH. INTERNAL CONTROVERSIES.**

Any complaint or disagreement on the part of THE EXHIBITOR in relation to the terms specified in this instrument or the service provided by THE ORGANIZER or any of THE ORGANIZER's suppliers should be reported in writing to THE ORGANIZER within 15 (fifteen) days of being billed. Once that period of time has passed, it will be assumed that THE EXHIBITOR is happy with the terms contained in the contract and/or the service provided and for that reason has renounced the right to make any claim subsequently.

Any complaint or disagreement raised by THE EXHIBITOR with THE ORGANIZER does not excuse the former from making any outstanding payments owed to the latter.

#### **EIGHTEENTH. CANCELLATION REASONS.**

Any non-compliance with or violation of the terms stipulated in this contract in an expository or unlimited way (see below) will lead to the possibility of a contract being canceled. They include:

- a) THE EXHIBITOR fails to make payment in the manner and under the terms agreed in the THIRD clause headlined WAYS OF PAYING.
- b) THE EXHIBITOR fails to comply with the number of square meters or square feet assigned to his/her STAND.
- c) THE EXHIBITOR has on his/her STAND corrosive, dangerous or inflammable substances.
- d) THE EXHIBITOR sub-leases or cedes the rights and obligations contracted in this instrument.
- e) THE EXHIBITOR fails to adhere to the norms stipulated in the Exhibitor's Manual.

**NINETEENTH. AMENDMENTS.**

This Contract may only be amended as a result of a written agreement, signed by both parties, through their legal representatives, and which should be attached to this document.

**TWENTIETH. LABOR RELATIONS.**

Both parties agree that each will assume individually the responsibility derived from the existing labor relations with their staff, whom they will use to provide the services, either directly or indirectly, that are at the root of this instrument.

Both parties promise to comply with their obligations as employers, ensuring that at no time will THE ORGANIZER's staff be subordinate to that of THE EXHIBITOR and vice versa.

**TWENTY-FIRST. ACCEPTANCE**

Both parties state that in this contract there is no bad faith, error or any other vice that might invalidate the same and that they concur with the content of all and every one of the declarations and clauses contained therein.

**TWENTY-SECOND. COMPLAINTS AND SUGGESTIONS.**

Any complaint or suggestion should be made in writing and be delivered to the offices of "Barrera y Nogueira S. de R.L. de C.V." or sent by email info@bynexpo.com.mx within 14 days of THE EVENT's closure.

**TWENTY-SECOND. JURISDICTION**

For the effects derived from this document, the parties agree to submit themselves to the jurisdiction and competence of the legislation and courts of the Mexico City Federal District, and in so doing renounce any other legislative and legal authority, past or present, that for any reason corresponds to them.

**TWENTY-FOURTH. ADDRESSES.**

The parties declare that for the purposes of this document their addresses, which will be effective until such time that written notification of any change is sent by certified mail or courier and received by each party's legal representative, are:

**THE ORGANIZER**

Ing. Sergio Gabriel Nogueira Parrodi  
Herschel 152, Piso 6, Colonia Anzures, C.P. 11590,  
México, Distrito Federal.

**THE EXHIBITOR**

\_\_\_\_\_  
\_\_\_\_\_

HAVING READ THIS INSTRUMENT AND BEING APPRIZED OF ITS CONTENTS AND LEGAL RAMIFICATIONS, I, THE UNDERSIGNED, CONSENT AND SIGN IT ON THE (DATE) : \_\_\_\_\_

**THE ORGANIZER**

Ing. Sergio Gabriel Nogueira Parrodi

**THE EXHIBITOR**

\_\_\_\_\_  
Representative of BARRERA Y  
NOGUEIRA, S. DE R.L. DE C.V.

\_\_\_\_\_  
Representative of

**WITNESS**

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_