

**Heimtextil Colombia Licensed by Messe Frankfurt Exhibition GmbH** (hereinafter as "The Trade Show")

**April 26th, 27th and 28th, 2022**

**Venue: Plaza Mayor Convention and Exposition Center “Plaza Mayor” - Medellin, Colombia**

**The Organiser: FUNDACIÓN INEXMODA** (hereinafter **INEXMODA – The Organiser**)

**CONTRACT – APPLICATION FORM**

For the purposes of this contract **THE EXHIBITOR** shall be the person or legally authorized representative, who fully accepts the terms of the invitation established in this document. Once accepted, **THE EXHIBITOR,** and **THE ORGANISER** will be obliged to comply with the terms of contract. The procedure is as follows: The Exhibitor signs the Contract - Application form and sends it to the Organiser by e-mail. Upon the receipt of the signed Contract-Application form received from the Exhibitor, the Organiser signs it and sends it to the Exhibitor by e-mail. The e-mail copy of the contract-Application form received by each Party shall be regarded as original.

**All the prices must be increased by VAT amount (19%), according to the local tax law.**

**STATEMENTS**

**THE EXHIBITOR** and **THE ORGANISER** acknowledge that the provisions of this contract constitute and contain all the conditions under which **THE EXHIBITOR** will participate in the Trade Show, which will be understood as accepted with the express acceptance of this document and all the terms of the same.

**THE EXHIBITOR** expresses, upon acceptance of this contract, that he/she is aware of and will be responsible for any violation of the customs and/or fiscal regime, of industrial or intellectual property rights, and any other violation of the Colombian legal regime, and will defend and hold THE ORGANISER not liable, in the event that **THE EXHIBITOR** be involved in acts, breaches or irregularities that affect **THE ORGANISER** or the Trade Show.

|  |
| --- |
| 1. **Show Participant (hereinafter THE EXHIBITOR and/or "The Exhibitor”)**

The information given in paragraph 1 may be used in The Trade Show virtual exhibitor directory as official about your company if the Organiser does not receive any other information in due time.  |

|  |
| --- |
| Company name: Company name for the show guide: NIT/ EIN Identification: Company address: Country:  Department (State): City: Phone number: Website: **Electronic invoicing e-mail**: Please point **brands and trademarks** you plan to present on the Show: Producer and marketer [ ]  Marketer [ ]  National Company [ ]  Multinational Company [ ]  Exporter: Yes [ ]  No [ ] Monthly production (units) Average price per unit Company Size: Microenterprise: (1 to 10 employees) [ ] Small: (11 to 50 employees) [ ] Medium: (51 to 200 employees) [ ] Large: (200+ employees) [ ]   |

|  |
| --- |
| 1. **Person in charge of the booth**
 |
| Name: Identification document: Position: Address: Country: Department (State): City: Phone number: Cell phone number: \_ Email:  |

|  |
| --- |
| 1. **Product group** (please tick off and indicate the percentage in all the boxes applicable):
 |
|  |
|[ ]  Raw Materials/Supplies | %  |[ ]  Final products | %  |
|  |
|[ ]  Fabrics for interior decoration | %  |[ ]  Bathroom textiles |  |
|[ ]  Furniture fabrics / Upholstery | %  |[ ]  Fibers | %  |
|[ ]  Wallpaper and wall decoration | %  |[ ]  Yarns | %  |
|[ ]  Window decoration | %  |[ ]  Chemicals | %  |
|[ ]  Carpets and textile flooring | %  |[ ]  Textile machines | %  |
|[ ]  Kitchen Textiles | %  |[ ]  Digital print on textile | %  |
|[ ]  Bedroom textiles | %  |[ ]  Textile designs and publisher | %  |
|[ ]  Bed linen | %  |[ ]  Textiles and accessories for pets | %  |
|[ ]  Pillows, blankets and duvets | %  |[ ]  Hospitality (contract business) | %  |
|[ ]  Mattresses |  |  |  |  |
|[ ]  Fibers and yarns for mattresses | %  |  |  |  |

|  |
| --- |
| 1. **Raw space rental** (minimal booth size – 9 sqm) (6 sqm only valid for Textile Designers)
 |
| Price per sqm **USD 255 + 19% VAT****Raw space** \_\_\_\_\_\_\_\_\_\_ **sqm** (indicate the floor space)The price includes: **a)** Raw space rental in pavilion **b)** Dividing panels of melamine, modulated to one (1) meter wide and 2.40m high **c)** One (1) spotlight for every 3 sqm (*if the construction of your stand does not allow installation, you automatically waive it)* **d)** Badges and/or wristbands at the rate of one (1) per square meter **e)** Set-up and dismantle wristbands **f)** Company data sheet of **THE EXHIBITOR** in the virtual exhibitors directoryon the website: [www.heimtextilcolombia.com](http://www.heimtextilcolombia.com) **Power supply/ electricity:** USD 69 + 19% VAT (1 kilowatt 110V) |

|  |
| --- |
| 1. **Standard booth construction** (minimal booth size – 9 sqm)
 |
| Price per sqm **USD 435 + 19% VAT****Standard booth of**  **sqm** (indicate the floor space)**Power supply/ electricity:** USD 69 + 19% VAT (1 kilowatt 110V) |
| The price of standard booth construction includes: * Height: 2,40 mt
* Gray carpet
* Wooden walls (white)
* Two (2) storage compartments
* One (1) display element: One (1) rack with four (4) flutes
* One (1) table and four (4) chairs
* One (1) potted plant
* Led Lighting
* Three (3) images printed on boards of 5 cm (90 x 120 cm)
* Website marking
 |  |

|  |
| --- |
| 1. **Standard booth construction for Textile Designers** (6 sqm only valid for Textile Designers)
 |
| Price per sqm **USD 399 + 19% VAT****Standard booth of 6** **sqm** [ ]  **(**Select this option)**Power supply/ electricity:** USD 69 + 19% VAT (1 kilowatt 110V) |
| The price of standard booth construction for Textile Designers includes: * Height: 2,40 mt
* Gray carpet
* Wooden walls (white)
* Two (2) storage compartments
* One (1) table and four (4) chairs
* One (1) potted plant
* Led Lighting
* Four (4) images printed on boards of 5 cm (90 x 120 cm)
* Website marking
 |  |

|  |
| --- |
| 1. **Form of payment**
 |
| THE ORGANISER will offer various forms of payment, nevertheless THE EXHIBITOR will be liable to pay with the one that he/she selects below:1. [ ]  Payment with early bird 7% discount of the total value before the value corresponding to VAT and electricity, paying the full value of the participation in HEIMTEXTIL COLOMBIA 2022 before November 30th, 2021.
2. [ ]  Two payments of 50% of the total value of the participation in HEIMTEXTIL COLOMBIA 2022. A first payment corresponding to 50%, which will be payable once the contract – application form is received. The remaining 50% of the total value, must be paid before February 11th, 2022.
3. [ ]  Pay equal deferred fees on a monthly basis, from the moment when contract – application form is received and until February 11th, 2022, the date on which the total participation in HEIMTEXTIL COLOMBIA 2022 must be paid.

If after the due date of payment, the Exhibitor applies for and is allocated a bigger exhibition area than that requested in the original contract - application form, any additional fee shall become immediately due and payable. Invoices for additional equipment and services immediately due and payable. The payment shall be made in such a manner that the respective amountwould be credited to the Organiser’ accounts without any additional costs thereto and in duetime. All the banking commissions are to be paid by the exponent (participant). |

|  |
| --- |
| 1. **Other terms**
 |
| * Upon failure to comply with the form, terms and/or conditions described above, **THE ORGANISER** reserves the right to give priority to other exhibitors who are interested in obtaining the space.
* Payments must be made only in the following accounts in the name of THE ORGANISER regarding the following instructions:

(1) Full name of the beneficiary in Colombia: **FUNDACION INEXMODA**(2) Beneficiary account number in Banco de Bogotá CHECKING ACCOUNT: 433337383 Linked since March 22, 2016(3) Beneficiary Bank: (4) Correspondent or Intermediary Bank (Choose one of the following intermediaries):* For companies located in Colombia payments must be made only in the following accounts in the name of THE ORGANISER Bancolombia cuenta corriente (checking account) Nº: 527-250935-85 or Banco de Bogotá cuenta corriente (checking account) Nº 433 33738 3
* If payment is made by check, this should be made out to THE ORGANISER and have a visible statement of “pago únicamente al primer beneficiario” or "For deposit only."
* THE ORGANISER assumes no responsibility for payments made by methods other than those instructed above.
* Once payment is made, THE ORGANISER is to be informed by sending the proof of payment in a JPG or PDF file to this email: heimtextilcolombia@inexmoda.org.co
 |

|  |
| --- |
| 1. **Additional services**
 |
| * Advertisement
* Land phone line
* Internet/wiring
* Food and beverages
* Additional 110V or 220V power supply
* Wi-Fi service
* Barcode scanner
* Compressed air
* Others by request

Service Request Deadline: March 25th, 2022E-mail: heimtextilcolombia@inexmoda.org.coThe Trade Show will not have free Wi-fi; if you require Wi-Fi or other additional services, your company must request these before March 25th, 2022, and the cost should be assumed by **THE EXHIBITOR,** according to the value sent by **THE ORGANISER**. |

**10. General event conditions:**

1. **Requirements for stand reservation**

Each Stand reservation within the Trade Show will require attachment of the invitation duly signed by **THE EXHIBITOR**; without this requirement no space request will be valid, nor will any reservation be guaranteed, including that of the stand used in the previous edition of the Trade Show.

1. **Special conditions for recipient participation at the trade show**

**THE EXHIBITOR** must explicitly and unconditionally accept the contract – application form by sending it completed and signed to THE ORGANISER, which is the format through which **THE EXHIBITOR** agrees to accept in its entirety the conditions of this Invitation.

Whoever signs the acceptance, if doing so as proxy or legal representative, must prove signature authority by attaching the power of attorney and Legal Representation certificate, issued by the corresponding Chamber of Commerce with an expiration date of no more than 30 days. Additionally, an enlarged photocopy of the ID of the Legal Representative and/or person authorized to sign said acceptance, when the case merits it, is necessary, along with the copy of the person´s “Tax registration”

BY ACCEPTING THE PRESENT INVITATION THE EXHIBITOR AUTHORIZES THE ORGANISER TO SEARCH AND/OR REPORT ITS NAME, THAT OF ITS ADMINISTRATORS, EMPLOYEES OR PARTNERS, IN NATIONAL OR INTERNATIONAL DATABASES THAT CONTAIN CREDIT RECORDS, AS WELL AS THOSE RELATED TO THE PREVENTION OF ASSET LAUNDERING, NARCOTICS TRAFFICKING, FINANCING OF TERRORISM, AND OTHERS.

* 1. **Modulation**

Due to its experience and collective interests at the Trade Show **THE ORGANISER** reserves the right to carry out the floor plan in a standard way as specified in this application form, making modifications as may be necessary, and **THE EXHIBITOR** may not question or limit his participation to a distribution that only serves his purpose.

* 1. **Implications of acceptance of the contract – application form**

Upon acceptance of the present invitation, **THE EXHIBITOR** agrees to be subject to the following conditions in the event that he/she cancels participation in the Trade Show.

(1) If **THE EXHIBITOR** cancels participation in the Trade Show after the December 10th, 2021, **THE ORGANISER** will require payment of 50% of the total fees for participation in the Trade Show and may freely dispose of the space or assigned Stand. If a deposit has been received, this amount may be allocated for payment of the 50%, and any amount above that will be reimbursed to **THE EXHIBITOR**. In the event that the deposit not cover the amount due, whatever is **lacking** will be required in immediate payment.

(2) If **THE EXHIBITOR** should cancel after the January 7th, 2022, THE ORGANISER will require total (100%) payment of participation fees for the Trade Show and may freely dispose of the space or Stand. In this case, if an advance payment has been received, it can be allocated to the required payment, and the difference will be required immediately when said advance is insufficient. If for any reason the exhibitor has not made any payment, this consequence will also apply.

* 1. **Postponement, modification or cancellation of the trade show**

**THE EXHIBITOR**, by accepting this Invitation, states that **THE ORGANISER** may reserve the right to modify the date or venue of the Trade Show, postpone or cancel it, if for any reason beyond its control it is prevented from carrying out the Trade Show, or if these reasons were to place at risk any of the exhibitors or **THE ORGANISER** itself.

In the event of cancellation by **THE ORGANISER**, 100% of the fees paid will be reimbursed in the course of 15 days after the official cancellation date of the Trade Show.

THE ORGANISER reserves right of admission to the event of companies and/or individuals.

* 1. **Requirements for the entrance to the trade show**

(1) **THE EXHIBITOR** is solely responsible for health insurance and workers compensation of his employees **AND HIS OWN**, and for ensuring that any contractors and subcontractors who work at the Trade Show be current with affiliations for workers required by the Colombian government for this type of work; at set-up time the appropriate documents supporting required insurance are to be presented.

(2) **THE EXHIBITOR** will be responsible for completing all information, declarations, and/or forms required by the Colombian tax and customs authority related to the submission of goods and merchandise entering the Trade Show to the temporary Free Zone or corresponding customs area. **THE EXHIBITOR** must consider that the documents required by the DIAN (Directorate of Taxes and National Customs) must be presented before Trade Show set-up. For additional information, please contact: Stefanny Maya E-mail: stefanny.maya@plazamayor.com.co

(3) **THE EXHIBITOR** must send **THE ORGANISER** a copy of the registration certificate issued by the INDUSTRY AND COMMERCE SUPERINTENDENCY or other competent entity, which accredits it as owner of the brands, pennants and logos, and, in general, any commercial or distinctive name which will be used at the Trade Show, be it to identify its products or its stand. If **THE EXHIBITOR** is not the owner of these, it must present a copy of the authorization granted by the owners for their use. Failure to comply with this requirement will entitle **THE ORGANISER** to remove or eliminate any brand, name, logo or pennant that does not comply with industrial property rights or violates rights acquired by third parties.

If your products originate from any exotic materials that may generate concerns before the environmental authorities, you must have a copy of the certification that shows that their origin is from hatcheries that meet requirements of the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).

(4) **THE EXHIBITOR** declares knowledge of restrictions that exist for labor of minors of age in Colombia, and accepts that **THE ORGANISER** has the policy of prohibiting admission of minors under 18 years of age to the Trade Show, as well as that of minors working at any stand or in any set-up or dismantling of exhibits**.** To this effect, minors are only allowed entrance and work if they are acting as models or artistic representatives for brand activations, provided they have permission of the Ministry of Labor or competent entity, as well as of their parents or guardians. On the contrary, **THE ORGANISER** reserves the right to deny access or participation to them at the Trade Show. Keep in mind that the Ministry of Labor is attentive to compliance with this regulation during the event.

It is the responsibility of **THE EXHIBITOR** to ensure compliance of these rules and regulations of the Ministry of Labor. Otherwise, the activity may not be carried out, and **THE ORGANISER** will not be liable. **THE EXHIBITOR** is to make the necessary changes in order to carry out the planned activity. Once a permit has been obtained, you must notify **THE ORGANISER** of your activity with minors, so THE ORGANISER can coordinate their access and that of their tutors.

(5) **THE EXHIBITOR** must return the stand as it was received and will be responsible for damages caused by his employees or contractors during set-up and dismantling of the stand, along with any other occurrences taken place during the Trade Show.

* 1. **Badges and/or wristbands**

The badge or wristband is personal and non-transferable and is issued ONLY by **THE ORGANISER**, being the only accredited means for entrance to the Trade Show. Nevertheless, to verify that it corresponds to the person for whom it was issued, the person may be required to present a government ID upon entry, and if it is verified that the document is false or that it does not correspond to the same person for whom the badge or wristband has been issued, the event and **THE ORGANISER** will summon the present competent authorities at points of entry. Misuse of ID will cause detention for the crime of document falsification and will also imply that the entrance of said person to the Trade Show will be denied, and under no circumstances will an individual be allowed to circulate around the Trade Show without it.

* 1. **Security measures**

Risk of stand damage, loss of articles exhibited in it, be they of personal property or not, and accidents which may occur, will be the exclusive responsibility of **THE EXHIBITOR**. Therefore, **THE ORGANISER** recommends that goods and risks be insured, as the only responsible party for all that occurs in the stand as far as goods and persons is concerned, is **THE EXHIBITOR.**  Accordingly, **THE EXHIBITOR** will not hold **THE ORGANISER** or Plaza Mayor Convention and Exposition Center liable for indemnification or reimbursement of any goods or merchandise that is damaged, lost, or depreciated, except in the event of lawfully confirmed gross negligence or willful intent. **THE EXHIBITOR** will also be responsible for insurances required by law for his personnel, contractors and subcontractors, acknowledging that **THE ORGANISER** has no working relationship with these individuals. **THE EXHIBITOR** will not hold **THE ORGANISER** or Plaza Mayor Convention and Exposition Center, liable nor require indemnification or reimbursement for accidents, sickness, death, injury or loss to employees, contractors, subcontractors or any third party or visitor.

* 1. **Restrictions**

**THE EXHIBITOR** agrees that it will exclusively assume the obligations or consequences derived from the use of names, brands, banners, and in general, all types of intellectual property within the Trade Show and declares to know the current legal regulations related to these duties and obligations as well as the independence of **THE ORGANISER** in regards to any use of this type of property.

**THE ORGANISER** assumes no liability before **THE EXHIBITOR** nor any third parties, for non-compliance or improper use of intellectual property by **THE EXHIBITOR** or his dependents. In the event that **THE ORGANISER** determines or verifies that a violation of third party intellectual property rights has taken place on the part of **THE EXHIBITOR**, it may require that corrective measures by taken in order to discontinue said violation, and may require that names, valances, tags, and other elements containing the name or violated trademark be removed or destroyed.

* 1. **Procurement of information regarding business behavior at the trade show**

Upon acceptance of the present contract – application form, **THE EXHIBITOR** acknowledges its obligation to inform **THE ORGANISER-INVAMER**, during and after the Trade Show, of business deals, contracts, and pre-contracts achieved during the Trade Show, in order to inform the public, the government and the media of the qualitative and quantitative results of the Trade Show, contributing to the prestige of the Trade Show and providing beneficial returns for present and future business of **THE EXHIBITOR**.

Information given by **THE EXHIBITOR** concerning business and contracts results of the Trade Show as an exhibitor at HEIMTEXTIL 2022 is important for evaluation purposes. This information will be used solely by **THE ORGANISER** and at no time will be disclosed to individuals.

1. **Penalty clause for non-compliance**

In the event of non-compliance with any of the duties or obligations by either **THE EXHIBITOR** or **THE ORGANISER** provided by this invitation, the non-compliant party must pay the compliant party a penalty in the sum of money equivalent to **60%** of the value of the contract, without prejudice to the fact that the party affected by the breach may request, in addition to the indicated sum, the fulfillment of the obligations derived by the acceptance of the invitation, or termination of the agreement between both parties.

The stipulated penalty may be charged independently and in addition to the damages that the affected party demonstrates have been caused by the breach.

This contract – application form accompanied by the acceptance and the accreditation of the breach shall be sufficient evidence to make this penalty effective even by executive means, since both parties have accepted that such documents will provide sufficient executive merit for that purpose.

From this moment both parties mutually renounce any legal requirement.

1. **International arbitration clause:**

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute. the law governing the contract is the Colombian law. The place of arbitration would be Miami, FL, USA.

1. **Data Usage**

(1) THE ORGANISER will be responsible for processing personal data of which I am the owner and that it may collect, use and process my personal data in accordance with Law 1581 of 2012 on Personal Data Processing.

(2) It is optional to answer questions that deal with Sensitive Data or minors.

(3) My rights as owner of the data are those provided in the Constitution and the law, especially the right to know, update, amend, and delete my personal information, as well as the right to revoke the consent granted for processing personal data.

(4) For any questions or additional information related to the processing of personal data, I can write to this email: alejandro.pulgarin@inexmoda.org.co

(5) THE ORGANISER guarantees the confidentiality, freedom, security, veracity, transparency, access, and restricted circulation of my data and reserves the right to modify its Personal Data Processing Policy at any time. Any change will be advised.

Taking the above into account, I authorize THE ORGANISER in a voluntary, prior, explicit, informed, and unequivocal manner, to treat my personal data in accordance with the law on Personal Data Protection, for purposes related to its corporate objectives, and especially for legal, contractual, and commercial ends. The information obtained for the treatment of my personal data I have provided voluntarily and declare that it is true.

In the same way, I authorize THE ORGANISER to consult, report, confirm, and verify my information with the credit bureaus according to the provisions of law 1266 of 2008.

**PARAGRAPH**. The commercial data provided in this document will be used in the Exhibitors Directory of the trade show, published in different media, such as on the website of THE ORGANISER.

This contract – application form must be returned completed and signed in order to guarantee your participation in HEIMTEXTIL 2022. Please send it via email to: heimtextilcolombia@inexmoda.org.co

**The Exhibitor’s representative authorized to sign financial documents and attached (Exhibitor Manual HT22)**

I declare that I accept ALL the conditions of the aforementioned contract – application form as well as its appendixes. Likewise, I expressly authorize **THE ORGANISER** to search for and/or report our Company, employees or partners in its data bases in regard to credit behavior, laundering of assets, drug trafficking, terrorism, etc.

Signature of Legal Representative, company stamp:

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

Name, Last name:

Identification document:

Company name:

Position:

Date:

**The authorized representative of the Organiser**

**CARLOS EDUARDO BOTERO HOYOS**

CEO

**FUNDACIÓN INEXMODA**

NIT. 800.028.458-3

