

3. Exhibition Terms and Conditions

1. The term "Exhibitor" refers to the company that signatory to this application form and includes all employees or agents of such. The term "Exhibition" refers to the event described on the front of this form (over). The term "Organiser" refers to "The Associated Chambers of Commerce and Industry of India". In case of "Joint ventures", howsoever described the Exhibitor is deemed to have obtained the consent of all the individual participants to all the terms and conditions of this contract.

2. The organizer reserves the right to cancel a booking upon due notice to the Exhibitor or agent should the exhibitor fail to make payments upon the due dates. In such cases any monies already paid to the Organizer will be non-refundable and the organizer reserves the right to demand the remaining balance from the Exhibitor. The Organizer reserves the right to levy a surcharge on any outstanding payments due and owing by the Exhibitor at a rate of 10% per annum calculated from the due date until the date of actual payment. Any loss incurred by the Organizer, resulting from the Exhibitor's actions must be paid by the Exhibitor to the Organizer.

3. All applications for space must contain details of the proposed exhibit(s) and the name of any other company(s) represented by the Exhibitor whose products/services are to be displayed on the stand. The Exhibitor is strictly forbidden to sub-let or assign or grant licenses in respect of any part of the space without the prior written approval of the "Organiser". Only the products/services/companies listed on this form may be exhibited. The charges for space are currently exclusive of any applicable national, federal or local government taxes, all of which must be borne by the Exhibitor. All charges quoted for exhibition space are exclusive of Goods Service Tax (GST) or any other taxes or other government duties, all of which must be borne by the Exhibitor. To the extent that GST or other taxes or government duties apply to services or goods supplied by the Organizer, they will be added to prices and charged to the Exhibitor.

4. The Organizer reserves the sole and exclusive right to determine the size, layout and position of any stands. The Exhibitor shall accept a new stand size, layout or position if it is reasonable for the Organizer to exercise this right.

5. Upon the acceptance of the application for space a contract shall arise between the Organizer and the Exhibitor in the terms and conditions of this contract subject to variation notified by the Organizer at their sole discretion to the Exhibitor. The relationship of Licensor and licensee shall immediately arise and continue between the Organizer and the Exhibitor. In the case non payment of any due sum or any breach or non-observance of any of these terms and conditions by the Exhibitor the Organizer shall have the full right to revoke this license and to re-enter upon the allotted space and may remove and exclude the Exhibitor without prejudice to recovering all monies payable hereunder, all other claims against the exhibitor and the right to recover damages sustained by the Organizer.

6. The Exhibitor must occupy the space allotted to it by 8.00 am on the day prior to the first day of the opening of the Exhibition. In the event of default for whatever reason the Exhibitor shall pay to the Organizer a further sum in liquidated damages equal to the total charge for the space. The organizer reserves the right to reallocate such space in any way it sees fit.

7. In the event of the Exhibitor becoming insolvent, declared bankrupt of facing winding up proceedings the contract with Exhibitor shall be determined void and all monies already paid shall be retained by the Organizer.

8. Breach of Contract and Withdrawal by the Exhibitor. Without prejudice to rights and remedies of the Organizer in respect of any breach of the Contract on the part of the Exhibitor the Organizer may at its discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:

a) The Exhibitor must give written notice to the Organizer that it desires to withdraw if the Organizer allows such withdrawal it will notify the Exhibitor of its decision in writing;

b) Any such notification by the Organizer to the Exhibitor will constitute a cancellation of the Contract subject to the payment by the Exhibitor to the Organizer a consideration for release from the contract.

c) The amount of such payment will be specified in the Organizer's notification to the Exhibitor and will be that proportion of the space rental payable under the

contract dependent upon the date upon which the Organizer receives the notification from the Exhibitor as detailed below:

a) Cancellations within the 2 months period will be charged a 100% cancellation fee. Prior to the 2 months period a 50% cancellation fee will be applied. All payments mentioned above are due within 14 days of receipt of the corresponding invoice.

d) Upon payment of such amount to the Organizer by the Exhibitor (credit being given by the Organizer for all rentals already paid by the Exhibitor for all rent already paid by the Exhibitor) the Contract shall be cancelled and neither party shall have any further claim against the other.

9. Exhibitors shall be totally responsible for the obtaining of visas and customs clearance for their staff, agents, products or services and in an 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.

10. The Organizer shall not be responsible for the loss or damage to any property of the Exhibitor or any other person, for the loss of, or damage or destruction to same by theft or fire or other cause whatsoever or of any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in a building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organizer, whether or not, or for any loss or damage occasioned, if by reason of the happenings of any such events, the opening of the exhibition is prevented or postponed or abandoned or a building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings and for a building becomes wholly or partially unavailable for the holding of the Exhibition. The Exhibitor will be liable for third party claims arising from their own stand fittings and for their proportion of the shell scheme and furthermore for physical loss or damage to the basic shell scheme stand. As the Organizers will accept no responsibility for any of the matters aforesaid, the Exhibitor must cover themselves by insurance in respect thereof to any extent available and the Organizer reserves the right to demand sight of such a policy.

11. In no event shall the Exhibitor have any claim for damages of any kind against the Organizer in respect of any loss or damage consequential upon the prevention, postponement or abandonment of the Exhibition by reason of the happening of any of the events referred to in Condition 10 or otherwise, or of the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition for reasons beyond the Organizers control, and the Organizer shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organizer shall consider necessary. If in the opinion of the Organizer by re-arrangement or postponement of the period of the Exhibition or by substitution of another hall or building or any other reasonable manner the Exhibition can be carried through the contract for space shall be binding upon the parties except as to the size and position as to which any modification or re-arrangement they consider necessary shall be determined by the Organizer.

12. Stands must be properly manned and exhibits displayed during all the time the exhibition is open to visitors. No exhibits may be removed before the end of the exhibition without the written permission of the Organizer which will only be given in exceptional circumstances. All exhibits and stand fitting materials must be removed from the Exhibition Building within the period stipulated by the Organizer. The Exhibitor will compensate the Organizer for any expenses incurred through failing to comply with this condition.

13. The Organizer reserves the right to make an additional charge to the Exhibitor equal to any amount charged to them for any services supplied whether specifically ordered or not. The Organizer accepts no responsibility for breakdown or failure of any of the services provided for or in connection with the Exhibition.

14. Unless permitted in writing by the Organizer and then only in accordance with any conditions imposed, Exhibitor shall not collect any charge or fee for admission to the Exhibition.

15. The Exhibitor shall comply and cause third parties as well as invitees to comply with all provisions of law including within limitation legislative enactments, buildings by-laws and other governmental regulations which, in particular, relate to the use of the exhibition building, the stands and fittings of the stands, the handling and use of materials and displays. Further, the Exhibitor shall comply and cause third parties as well as invitees to comply with all police, fire and health regulations imposed by any governmental authority or insurance underwriters. Exhibitor assumes full responsibility for all his actions and omissions, as well as for actions and omissions of third parties as well as invitees. Further, Exhibitor is responsible for the stand, the stand fittings, displays and any other material brought to the Exhibition Building.

16. Exhibitor shall also comply and cause third parties as well as invitees to comply with all valid regulations and orders of the Bombay Exhibition Centre, the valid "Venue Terms and Conditions" can be found in the online Exhibitor Manual.

17. In case Organizer suffers any damage or is held responsible by third parties due to the non-compliance or due to any act or omission attributable to the Exhibitor or to third parties acting on behalf or in the interests of Exhibitor, then Exhibitor shall indemnify and hold harmless the Organizer. The duty to indemnify and to hold harmless the Organizer shall also apply to damages caused by the stands, stand fittings, displays or any other material brought to the exhibition building by the Exhibitor or by third parties acting on behalf or in the interests of the Exhibitor.

18. The Exhibitor shall not without the prior written consent of the Organizer display, exhibit or bring in to the Hall any explosives, radio active, flammable, dangerous or hazardous substances or any such item which may cause noxious fumes or make use of or display any materials which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify the Organizer against any loss or damage arising out of a breach of this clause. All stand fittings and display materials must comply with any local fire, health and safety regulations. No Exhibitor may construct anything above 2.5 metres height without the prior written consent of the organizers. All stands built by the Exhibitor must gain approval from the organizer by sending a scale plan and description of the building materials to the Organizer. All display materials and exhibits must be appropriate to the subject matter of the Exhibition in the sole opinion of the Organizer and shall be tasteful and of a suitably high standard and shall not contravene with any local law, moral or custom and if in the opinion of the Organizer the Exhibitor is in breach of this clause the Organizer may direct the Exhibitor to rectify such breach and the Exhibitor shall do so immediately.

19. The Organizer reserves the right to alter, add to or amend any of these terms and conditions and the decision of the Organizer shall be final. No alteration, addition, amendment or waiver to or of these terms and conditions shall operate to release any Exhibitor from its contract.

20. An Exhibitors Information Manual will be issued to each Exhibitor containing detailed instructions for the organisation of the Exhibition.

21. The Organizer cannot accept any complaint or claim against them unless it is submitted in writing to the address given below within two weeks of the closing date of the Exhibition. All claims and disputes shall be settled in Delhi in accordance with Delhi jurisdiction.

Copyright Clause

22. The Exhibitor hereby declares bindingly and irrevocably that the exhibited products are not unauthorized copies or replicas of the products of other suppliers or third parties. The Exhibitor also undertakes to respect the priority property rights of third parties. Should an infringement of property rights of this kind be brought to the Exhibitor's attention in the correct manner during their participation in the event, the Exhibitor undertake to remove the products concerned from their exhibition stand. The exhibitor is aware that, in the event of a violation of the undertakings given above, Brandsun Promotion is entitled to ban the Exhibitor from taking part in this or future events.

4. Payment instructions

A down payment of 50% alongwith receipt of the booking form. Please note that deposits are not refundable. The remaining 50% must be settled two months prior to the opening day of the exhibition. Booking forms received within those two months will be invoiced at 100%.

Cancellations within the 2 months period will be charged a 100% cancellation fee. Prior to the 2 months period a 50% cancellation fee will be applied. All payments mentioned above are due within 14 days of receipt of the corresponding invoice.

Please transfer funds to:

Name of Account Holder: The Associated Chambers of Commerce and Industry of India
Bank Name: HDFC Bank Limited
BANK ACCOUNT NUMBER: 05031110000062
Branch Name with Address: Malcha Marg, Chanakyapuri, New Delhi -110021
IFSC Code: HDFC0004711
MICR Code: 110240432
Swift Code: HDFCINBB

For cheque payments kindly mark your cheques Accounts Payee Only and has to be in favor of Brandsun Promotion, New Delhi

Terms & conditions accepted.

(Seal & signature)

Name & Designation:

Date: _____

Place: _____