

Organizer



ISHRAE

Event Producer

NÜRNBERG MESSE



Endorsed by



22 - 24 FEBRUARY 2018 | BIEC, BENGALURU

## APPLICATION AND CONTRACT FORM - DOMESTIC

Please fill and submit to:

**NUERNBERGMESSE INDIA PVT. LTD.**German House, 2, Nyaya Marg,  
Chankayapuri, New Delhi-110021

Email: mehak.mamtani@nm-india.com

Phone: +91 11 4716 8829

Fax: +91 11 2687 3221

### 1. EXHIBITING COMPANY

Company: .....

Address: .....

City: ..... Pin/Zip: ..... State: ..... Country: .....

Contact Person: Mr./ Ms. .... Designation: .....

Email: ..... Website: .....

Tel: ..... Fax: ..... Mobile: .....

**2. STAND BOOKING:** HALL NUMBER: ..... STALL NUMBER: .....

PARTICULARS	SIZE IN Sq M	AMOUNT
<b>Raw space @ INR 10,000 per Sq M per Sq M (Minimum 36 Sq M).</b> This option does not include any stand construction. It is not allowed to use wall partition of adjacent stands and stand constructions exceeding standard height of 3m require approval by the organizers.		
<b>Shell Scheme @ INR 10,500 per Sq M (Minimum 9 Sq M).</b> incl. wall panels, fascia with company name, carpet, reception counter, folding chairs, waste basket, spotlights and 5amp power socket.		
<b>Registration Fee.</b> Comprises full company listing in the official trade show directory and web-page listing.		<b>INR 2,500</b>
<b>Co-Exhibitor Fee @ INR 5,000 per co-exhibitor.</b> The Co-Exhibitor (associate companies with the main exhibitor) fees comprise full company listing in the official trade show directory and web-page listing.		
<b>Security Deposit.</b> Shell Scheme Space @ INR 15,000 Raw Space @ INR 25,000		

### PAYMENT TERMS

- Taxes as applicable.
- For bookings prior to 30th September 2017, 50% of the total amount will have to be paid within 15 days of the invoice raised and the balance 50% amount by 30th September 2017.
- For bookings post 30th September 2017, entire 100% amount will have to be paid within 15 days of the invoice raised.

**Security Deposit:** All exhibitors are liable to pay Security Deposit. Security Deposit would be refunded to the companies within 90 days of the completion of exhibition after making good the adjustments of any pending payments to the organizers/ official contractors of the show / any damages or penalties incurred by the organizers on behalf of exhibitors. The refund of security deposit would also be subject to the submission of TDS certificate by the exhibiting company. In the event exhibiting companies fail to clear the payments / fail to submit TDS Certificate the exhibitors forfeit the right to claim security refund.

### OTHERS

We are also interested in  sponsoring\*\*  advertising in the catalogue\*\*  conference\*\*. You will be contacted for further details. The Terms & Conditions, which are printed on the reverse of this Contract and which are also available on the internet [www.acrex.in](http://www.acrex.in) strictly apply.

By signing this Application and Contract Form, the exhibitor confirms that it has been read and accepted the 'Terms & Conditions' attached with this application, which form part of this contract and agrees to be bound by them.

**Signature/Company Stamp:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\* ISHRAE - HQ / ISHRAE - Bangalore Chapter may from time to time send relevant updates about ACREX India 2018 and other relevant events. Your e-mail will not be passed to 3rd parties. By providing your e-mail address you consent to being contacted by e-mail for direct marketing purpose by ISHRAE - Bangalore Chapter and its appointed contractors.

Privacy policy: Any information about you, which you give to us, may be used for publication (where you provide details for inclusion in our directories or catalogues and on our website) and also to supply you with information about our products or services in the form of direct marketing activity by phone, fax or post. This information may also be made available to 3rd parties on a list lease or list rental basis for the purpose of direct marketing. We also reserve the right to disclose details about you to authorised law enforcement agencies when we are asked to do so. This is a legally binding document.

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# TERMS & CONDITIONS

## 1. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply:-

ISHRAE means The Indian Society of Heating, Refrigerating and Air Conditioning Engineers whose office is headquartered at:

ISHRAE  
K-43, Basement, Kailash Colony  
New Delhi – 110048  
Tel: +91 11 41635655

"Application Form" shall mean the application form overleaf.

"Contract" shall mean the contract established between the Exhibitor and the Organisers upon the Organisers accepting the offer of the Exhibition to participate, upon these Terms and Conditions and the Application Form, in the Exhibition.

"Exhibition" shall mean the exhibition stated on the Application Form.

"Exhibition Centre" shall mean the centre named in the Application Form or such other venue as may be selected by the Organisers under clause 4.

"Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Centre.

"Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organisers for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and nonshell (raw) spaces.

"Exhibition's Official Directory" shall mean the official directory of the Exhibition published by the Organisers or an associated company.

"Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licensees of the Exhibitor.

"Exhibitor's Manual" shall mean the manual supplied by the Organisersto the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time).

"Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Application Form).

"Organisers" shall mean the organization named as the Organiser(s) of the Exhibition on the Application Form.

"Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor.

"Rules and Regulations" shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Center made by the Exhibition Center Operator.

"Event Producer" shall mean the organization named under "Event Producer" for the exhibition on the application form.

## 2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall, and shall procure that its Representatives shall, to the extent appropriate, observe and comply with the Rules and Regulations, copies of which are obtainable from the Organisers on request.

The Exhibitor shall, procure that its Representatives shall, observe and comply with the Exhibitor's Manual.

## 3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the Application Form which shall be submitted to the Organiser for approval accompanied by a non-refundable/non-transferable deposit for the rental of the Exhibition Space as stated in the Application Form. The Organisers reserve the right to accept or refuse any application without giving any reason. If the Organisers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organisers, complete and submit an Application Form.

The Exhibitor shall co-operate with the Organisers to provide them with any reasonable information which they require about it. An Exhibitor cancelling or reducing his space reserved shall not receive any refund. Acceptance of any payment made by an Exhibitor does not mean that the application is successful until the booth location has been assigned.

## 4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only (in common with the Organisers and all others authorised by the Organisers) on a non-exclusive basis. The Exhibitor is not permitted to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorised sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organisers in accordance with clause 12. The Organisers reserve the right to cancel the participation and licence immediately if booth sub-letting occurs.

Any Exhibitor who wishes to use a name on its Exhibition stand which is different to that submitted on its Application Form must submit notice of this change to the Organisers at least three months prior to the commencement of the Exhibition together with the following:- (i) documentation signed by a certified accountant or the company secretary (where the Exhibitor is a registered limited liability company) to prove that only the name of the Exhibitor has changed; or (ii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.

The Organisers may allocate the Exhibition Space in any manner as they deem fit but may take into account such factors as the order of applications received and the nature of the Exhibitors business. The

Organisers reserve the right at their sole discretion to change the location of or venue for the Exhibition, the opening hours of the Exhibition, the term or duration of the Exhibition, the date or dates on which the Exhibition is to be held provided that the revised dates are within 6 months of the dates set out in the Application Form, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which application is made in the Application Form, to change or close entrances and exits and access to the venue, Exhibition and/or Exhibition Space and to undertake any kind of alterations.

In the event that the Organiser change the location or venue of the Exhibition, or the date or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.

Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval.

An Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual.

The Organisers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the Organisers then the Organisers may undertake the same at the risk and cost of the Exhibitors, and the Exhibitors shall reimburse all costs and expenses incurred in relation thereto by the Exhibitors on demand.

## 5. EXHIBITOR

A company/organisation/institution booking space for participation will be called exhibitor. The Organisers reserve the right to determine the eligibility of any material, product or services for display. Only the manufacturers or / and their authorized offices in India are permitted to be the exhibitors. Agents will not be permitted to display exhibits. The contract with the exhibitor will only be valid after the payment of the full contract price. The exhibitor shall have a revocable permission to participate in the exhibition. This agreement is not, and shall not be deemed to be, a lease or an agreement for lease.

### Undertaking by the Exhibitors

The exhibitors undertake that: They are entering into an agreement for participation in ACREX India 2018 as Principals / Manufacturers. They are not the agents or nominee of any International Company, who doesn't have authorized office in India.

None of the exhibits on display or present at the exhibition premises infringe, or is likely to infringe, any patent, trademark, copyright and other intellectual property rights of any party, and agree that in the event of any breach, this contract may be terminated by the Organizers unilaterally. In such an event, the exhibitors shall indemnify the Organizers against all costs, claims, demands, losses, liabilities etc.

## 6. EXHIBITS

No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre (including, without limitation, arranging for all necessary customs clearances) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be left running in the absence of such persons.

All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any hazardous goods (within the meaning of the Environment (Protection) Act 1986 and any regulations from time to time applicable there under) in the Exhibition Space.

Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.

The Organisers reserve the right to remove at the Exhibitor's expense any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form.

The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations ("Prohibited Goods"). The Organisers shall have the right, without recourse, to physically remove any goods which it or any Indian court or relevant authority deems to be Infringing Goods or Prohibited Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition stand and in any such event, the Exhibitor shall have no financial or other claim against the Organisers.

The Exhibitor agrees to indemnify and hold harmless the Organisers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of the Exhibition of any Infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequent thereof.

At such time after the close of the Exhibition as the Organisers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organisers in as good and clean order and condition as it was when initially licensed to the Exhibitor.

Any property remaining after the last day designated by the Organisers for material to be removed may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

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## TERMS & CONDITIONS

### 7. TERMS OF PAYMENT

Payment of the Fees by the date(s) stipulated in this Contract is of the essence to participation by the Exhibitor in the Exhibition.

(1) Security Deposit: All exhibitors are liable to pay Security Deposit. Security Deposit would be refunded to the companies within 90 days of the completion of exhibition after making good the adjustments of any pending payments to the organizers/ official contractors of the show / any damages or penalties incurred by the organizers on behalf of exhibitors. The refund of security deposit would also be subject to the submission of TDS certificate by the exhibiting company. In the event exhibiting companies fail to clear the payments / fail to submit TDS Certificate the exhibitors forfeit the right to claim security refund.

### 8. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.

Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions.

The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organisers in breach of the license (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it.

It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images") without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video or digital recording of any type and/or making any drawing or sketch or other physical record. The Exhibitor and its Representatives agree to surrender to the Organisers on demand any material in whatever media on which Images may be recorded in violation of this rule, including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices.

Should the Exhibitor or its Representative record any Image in breach of the above rule, the copyright and other intellectual property or other rights (including for the avoidance of doubt, rights in sound recordings and broadcasts) whether arising now or in the future ("IPR") shall vest in the Organisers unconditionally and immediately on the creation or recording of the Images. The Exhibitor undertakes to execute all deeds and documents and to do all things (and shall procure that its Representative executes all deeds and documents and does all things) as the Organisers may require to vest the IPR in the Organisers including, without limitation, delivery of the Images or copies of them in any media and should it fail to do so on demand, the Exhibitor irrevocably authorises any employee of the Organisers to execute the same in its name and on its behalf and as its attorney.

The Exhibitor agrees to indemnify and hold harmless the Organisers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of breach of the obligations of the Exhibitor not to record Images, or any infringement of third party IPR by the Exhibitor.

It is expressly prohibited for any Representative of the Exhibitor to visit or attempt to visit the exhibition space of any other exhibitor unless invited to do so by the relevant exhibitor.

The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods.

The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Center. The Exhibitor will pay the costs of making good any damage caused to the Exhibition Center or fixtures by it and/or its representatives.

The Organisers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives or to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations or of any rules and regulations of the Exhibition Centre or local laws and regulations. The opinion of the Organisers is final in this regard.

### 9. REDUCTION OF THE AREA RESERVED

(1) Any change to the contract value, either by reducing the amount of contracted display space or through changing any shell scheme package will be subject to the cancellation terms set out in Article 9(6). The amount of the contract subject to the cancellation terms will be calculated as the difference between the original contract and revised terms.

(2) Any change required by the exhibitor must be made to the ISHRAE in writing.

(3) ISHRAE shall be entitled to resell or reallocate the space & shell scheme not used by the exhibitor at ISHRAE's discretion.

### 10. CANCELLATION

(1) If serious circumstances dictate, whether they are dependent or independent of ISHRAE, ISHRAE has the right to cancel the Exhibition and/or the related Contracts immediately without prior warning. The Monies already paid by the Exhibitor to ISHRAE will be refunded to the Exhibitor, minus a deduction for the costs incurred by ISHRAE, which may not exceed 15% of the agreed Monies. Apart from the aforementioned refund, the Exhibitor is not entitled to claim compensation or damages.

(2) If the Exhibitor is in breach of the Contract including the General Conditions and the Publicity and Technical Manual, ISHRAE may cancel the Contract immediately without prior warning. In case of such cancellation, the Monies remain payable by the Exhibitor in accordance with the provisions set out in Article 9(6).

(3) If the Exhibitor has not taken up the use of the stand space 48 hours before the time at which the Exhibition is due to be opened to the public, or if the Exhibitor stated prior to this time that it will not be taking up the space allocated to him, the Contract is automatically cancelled and the Exhibitor forfeits all

rights to the allocated space and stand without further notice or proof of default. The Monies remain payable by the Exhibitor in accordance with Article 9(6) below. The Exhibitor is not entitled to claim compensation or damages.

(4) The Exhibitor is entitled to cancel the Contract at any time. In case of such cancellation, the Monies are payable by the Exhibitor in accordance with the provisions set out in Article 9(6) below.

(5) In case of any cancellation of the Contract, for whatever reason by the Exhibitor or ISHRAE, ISHRAE shall have the absolute discretion (but without prejudice to any other right or remedy available to the organiser) to reallocate or resell the space and stand allocated to the Exhibitor and to charge the Exhibitor the Monies in accordance with the provisions set out in Article 9(6).

### 6) Cancellation of rental exhibition stands and other services -

- Once the contract has been concluded and the contract is cancelled up until 180 days prior to the start of the exhibition, the exhibitor shall be liable to pay 50% of the amount.
- If the contract is cancelled during the period of 180 and 120 calendar days prior to the start of the exhibition, 75% of the amount is payable by the exhibitor.
- If the contract is cancelled within 120 days prior to the start of the exhibition, the amount is payable in full by the exhibitor.

(7) The notice of cancellation must be made in writing and sent by registered letter. The posting date will serve as the reference to calculate the cancellation charges.

(8) The Exhibitor is solely responsible for obtaining all necessary visas to ensure that the Exhibitor and its staff and representatives can attend the Exhibition. Failure to obtain the required visas for whatever reason does not absolve the Exhibitor of any of its obligations under the terms and conditions under this contract (including without limitation the obligation to pay the monies).

### 11. OTHER OBLIGATIONS

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual. Each of the Organisers and the Exhibitor undertakes to the other that it shall use all reasonable endeavors to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator.

Notwithstanding the above, the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be included on the Exhibition database, included in the Exhibition's Official Directory, used in communications with the Exhibitor and otherwise used by the Organisers and associated companies (or their successors or potential successors in business), whether located in India or otherwise, or passed on to third parties for promotion purposes. Any requests for access to or correction of the data can be made to Project Manager of relevant event at ISHRAE, K-43, Kailash Colony, Basement, New Delhi 110 048. A fee may be charged by the Organisers or a relevant associated company for complying with access requests.

### 12. INSURANCE

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual concerning insurance. The Exhibitor must have in existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, a valid insurance policy satisfactory to the Organisers in respect of its and its Representatives' participation in the Exhibition, its Exhibition Space and its exhibits at the Exhibition Centre covering such risks and in such minimum amount(s) as are set out in the Exhibitor's Manual.

The Exhibitor must have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by Exhibitors and/or as the Organiser may require, in connection with, inter alia, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods).

The Organisers shall be entitled to inspect any such insurance policy and receipts for premium at any time.

The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Exhibition pursuant to clause 4 or any other postponement or cancellation of, or other change to, the Exhibition under clause 9.

### 13. POSTPONEMENT AND CANCELLATION

In addition to the Organiser's rights under clause 4, the Organisers may, without reason being necessary and without incurring any liability whatsoever to the Exhibitor other than as provided in Clause 13, cancel the Exhibition, or at their election, postpone indefinitely, or otherwise make changes to the Exhibition, if in the sole opinion of the Organisers:

(A) the holding of the Exhibition by the Organisers, the performance of the Organisers' of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organisers including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use;

(B) any other circumstances, occurrence or cause arises that makes it in the opinion of the Organisers impossible, impractical, or undesirable for the Organisers to hold the Exhibition as initially planned.

### 14. TERMINATION

This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:-

- (1) the Exhibition is cancelled under clause 12;
- (2) the Organisers are not satisfied that proper use is being made of the Exhibition Space during the

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installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Center in connection with the Exhibition.

- (3) payment of Fees is not made by the Exhibitor in accordance with Clause 6;
- (4) the Exhibitor is, for any reason, unable to utilize the Exhibition Space allocated to it;
- (5) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
- (6) the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organiser into disrepute;
- (7) the Exhibitor is in breach of any provision of this Contract, including without limitation its obligations in clauses 5 and 7 in relation to Infringing Goods, Prohibited Goods recording of Images, or of the Exhibitor's Manual; or
- (8) the Exhibitor is in breach of any applicable local legislation, rules or regulations.

Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith.

If this Contract is terminated under any of subclauses 12(2) to 12(8) above, the Organisers shall be entitled forthwith to re-license the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organisers shall have the right to claim for the balance of the Fees and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organisers as a consequence thereof.

Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately, failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition.

Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

### 15. LIABILITY AND REFUNDS

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk.

The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of any breach of any of this Contract or the Exhibitor's Manual or any other default or negligence of, or any damage or loss caused by, the Exhibitor and/or any of its Representatives.

The Exhibitor indemnifies the Organiser against payment of taxes, penalties, charges, levies, OCTROI, CESS, import duties, etc. or any other statutory payments which the Organiser may be called upon to pay on behalf of the Exhibitor. The Exhibitor also indemnifies the Organiser or the Event Producer / its Agents for any infringement of Copy Rights by third parties / other Exhibitors.

All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.

The Organiser shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the Exhibition including, without limitation, any theft, fire, use of the Security Room Service, defect in the Exhibition Centre howsoever caused, cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organiser, any matter referred to in paragraph 3 & 4 of these Terms and Conditions, any natural calamity or any act of God, howsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from its booths and its portion of the shell scheme.

The Organisers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organisers or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the Exhibition's Official Directory or in any promotional material, information or thing produced or commissioned by the Organisers or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organisers carrying out any of their obligations under this Contract or the Exhibitors' Manual, or (e) any loss or damage or any indirect or consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) of and services provided by the Organiser, by any supplier to the Organisers or by the Exhibition Center Operator failing or being defective.

In the event that the Organisers postpone, change the venue of, or otherwise make changes to the Exhibition under Clause 4.

- (A) the Contract shall continue to bind the parties;
- (B) the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and
- (C) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any postponement, change of venue or other change to (including any alteration in character or reduction in scale of) the Exhibition.

In the event that the Organisers cancel or permanently postpone the Exhibition under Clause 12

- (A) the Organisers shall refund the Fees paid to the Organisers by the Exhibitor after deducting an administrative fee to cover all costs reasonably incurred by the Organisers in relation to the Exhibition; and
- (B) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Exhibition.

The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organisers as Organisers of the Exhibition.

Nothing in this clause shall have the effect of excluding the Organisers' liability for death or personal injury caused by negligence of the Organisers or for fraud.

### 16. COMPLIANCE WITH LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licences and the like as may be requisite to its participation in the exhibition.

### 17. GENERAL

The Organisers reserve the right to set off any indebtedness of the Exhibitor to the Organisers against any indebtedness of the Organisers to the Exhibitor in each case on any account whatsoever.

No waiver by the Organisers of any of the provisions of these Terms and Conditions, of any of its rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organisers. The Organisers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.

No waiver by or on behalf of the Organisers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively.

No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor's Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

These Terms and Conditions (including without limitation the obligations it contains to comply with the terms of, and to avoid putting the Organisers in breach of, other documents) together with the Exhibitor's Manual and the Application Form, supersede all prior agreements, negotiations and discussions between the parties. The Exhibitor may not rely on any representation, warranty, collateral contract or other assurance (except as set out in these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organisers before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud.

Time is of the essence in relation to these Terms and Conditions.

The headings in these Terms and Conditions have been inserted for reference only and do not affect their interpretation. Nothing in this Contract shall create a relationship of landlord and tenant as between the Organisers and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive licence.

The provisions contained in each clause, paragraph and subparagraph of these Terms and Conditions shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would valid if some part of the provision were deleted, the provision in question shall apply modification as may be necessary to make it valid.

### 18. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of India and the Exhibitor submits to the non-exclusive jurisdiction of the Indian courts for all purposes relating to this Contract or the Exhibition.

### 19. SUPPLEMENTAL CLAUSES

Notwithstanding the provisions of clause 3, the Organisers reserve the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual or the Rules and Regulations to the extent reasonable to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.

### 20. DISPUTE RESOLUTION

All disputes and differences, which may arise between the Parties with respect to the performance, interpretation or execution of these rules and regulations, shall be referred to arbitration before three arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, wherein one arbitrator is appointed by each party and the third arbitrator is appointed by mutual consent of both parties. Such arbitration shall be conducted in the English language and the seat of such arbitration proceedings shall be at Delhi. The award of the Arbitrators shall be final and binding on each of the Parties.

### 21. COUNTERFEIT AND PROHIBITED GOODS

(1) The Exhibitor shall not exhibit at the Exhibition any counterfeit goods or any goods which infringe any third party's intellectual property rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations where the event takes place ("Prohibited Goods").

(2) The exhibitor takes full responsibility to ensure they comply with the organisers rules set out in section 19(1).

(3) The Organisers shall have the right, without recourse, to physically remove any goods which it or any relevant authority deems to be Infringing Goods or Prohibited Goods, to cancel the Exhibitor's right of participation and/or to close down the Exhibitor's exhibition stand and in any such event, the Exhibitor shall have no financial or other claim against the Organisers.

(4) The Exhibitor agrees to indemnify and hold harmless the Organisers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organisers arising out of the Exhibition of any infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequent thereof. The Participation fee paid would also be forfeited.