

CONTRACT TO EXHIBIT

Return to, Inter Ads Exhibitions Pvt. Limited,
Plot No.14, Phase-I, HSIIDC, Udyog Vihar, Gurgaon-122 016,
Haryana, India.
Fax: +91 124 4232941 E-mail: woc.india@interads.in

Event : **WORLD OF CONCRETE INDIA 2017**
Venue : **Hall No. 8, 9 & 10, PRAGATI MAIDAN EXHIBITION CENTRE,
NEW DELHI, INDIA**
Date : **10 - 12 AUGUST 2017**

- i) This is our application for stand space at the Exhibition. We understand that on acceptance by the Organisers this will constitute a binding contract to exhibit at the Exhibition. We confirm that we have read, understood, and agree to comply fully with the Exhibition Terms and Conditions.
- (ii) In no circumstances will an exhibitor be allowed to take part in an Exhibition if stand fees are outstanding.

Name of Exhibitor: _____ (IN CAPITAL LETTERS)
Address: _____ _____
City: _____
Pin: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
State: _____
Contact Person: _____
Job Title: _____
Tel no: _____
Fax no: _____
Email: _____
Website: _____

Stand Number(s): Inside Hall _____ Outdoor _____
Dimensions of stand: Inside Hall _____ Outdoor _____
Net Area: _____
Type of Location:
<input type="checkbox"/> Aisle <input type="checkbox"/> Corner <input type="checkbox"/> Outdoor Area
<input type="checkbox"/> End of row <input type="checkbox"/> Island
Type of scheme:
<input type="checkbox"/> Bare space <input type="checkbox"/> Shell scheme
We intend to exhibit the following products/ services:
<ul style="list-style-type: none"> • _____ • _____ • _____ • _____

We agree the total cost shown overleaf together with the cost of any ancillary charges incurred on our behalf or on behalf of our agents or representatives. The total cost plus applicable taxes is payable in installments and payable in accordance with the payment schedule set out below. The deposit amount is payable on application. Where the application is made on or after 31st March 2017, the total cost shall be payable immediately and shall accompany the application.

Cheque(s)/Pay-order(s)/Demand Draft(s) payable to:
Inter Ads Exhibitions Pvt. Limited payable at New Delhi
For ECS Payment(s):
Current Account No.: 056010200020183
Name of Bank: AXIS BANK LTD.
Bank Address: SCO – 29, Sector 14, Gurgaon – 122001,
(Haryana), India
MICR Code: 110211008
IFSC Code: UTIB0000056

Payment Schedule:

Date Due	
- On execution of Contract to Exhibit	: 25% of the contract cost
- On or before 30.09.2016	: 25% of the contract cost
- On or before 30.12.2016	: 25% of the contract cost
- On or before 31.03.2017	: Balance amount of the contract cost

The undersigned participant in World of Concrete India 2016 declares to have received and have read the attached Terms & Conditions and have agreed to the applicability of these terms & conditions.

Signed on behalf of Inter Ads Exhibitions Pvt. Limited
Signature with company seal: _____

Signed on behalf of the EXHIBITOR (In signing this agreement I confirm that I am authorised to sign on behalf of the company)
Signature with company seal: _____

Participation charges:

A. Space only

Aisle Stand (single side open)	INR 6825 per sqm.	x	<input type="text"/>	sqm.	=	+ INR	<input type="text"/>
Corner Stand (two side open)	INR 7450 per sqm.	x	<input type="text"/>	sqm.	=	+ INR	<input type="text"/>
End of row stand (three side open)	INR 8000 per sqm.	x	<input type="text"/>	sqm.	=	+ INR	<input type="text"/>
Island stand (all side open)	INR 8500 per sqm.	x	<input type="text"/>	sqm.	=	+ INR	<input type="text"/>
Outside space (36 sq meter min.)	INR 4500 per sqm.	x	<input type="text"/>	sqm.	=	+ INR	<input type="text"/>

B. Shell scheme Includes: Side & back wall, fascia, stand lighting, carpet, basic furniture and daily cleaning	INR 1000 per sqm.	x	<input type="text"/>	sqm.	=	+ INR	<input type="text"/>
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C. Mezzanine Surcharges	INR 3250 per sqm.	x	<input type="text"/>	sqm.	=	+ INR	<input type="text"/>
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D. Electric Power INR 2000 /KW (single / three phase)		x	<input type="text"/>	KW (___phase)	=	+ INR	<input type="text"/>
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E. Compressed Air INR 15000 / connection (Pressure 6 bar max.)		x	<input type="text"/>	connection(s)	=	+INR	<input type="text"/>
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F. Water INR 20000 / connection		x	<input type="text"/>	connection(s)	=	+INR	<input type="text"/>
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Sub Total [(A+B+C+D+E+F)]						INR	<input type="text"/>
+ Service tax @ 14.5%						INR	<input type="text"/>

Total cost of participation INR

In words: _____

Indian national rupee

By entering into this agreement the Exhibitor confirms that it is agreeing to indemnify the Organisers and its employees against all claims, losses, charges or expenses arising directly from any act of omission of the Company or any of its employees or agents including any claim in respect of damage, injury, accident or loss arising from the display of goods at this Exhibition.

Shell Scheme Entitlements:

Stand area (in Sqm)	9	12	15	18	21	24	27	30	36
Lockable Reception counter	1	1	1	2	2	2	3	3	4
Chairs	3	3	3	4	4	4	5	5	6
Round Table	1	1	1	1	1	1	2	2	3
Spot Light (100 W)	3	4	5	6	7	8	9	10	12
Power Socket (15 Amp)	1	1	1	2	2	2	3	3	4
Waste basket	1	1	1	2	2	2	3	3	4

Signed on behalf of **Inter Ads Exhibitions Pvt. Limited**

Signature
with company seal: _____

Signed on behalf of the EXHIBITOR (In signing this agreement I confirm that I am authorised to sign on behalf of the company)

Signature
with company seal: _____

Terms and Conditions

GENERAL

Article 1 Definitions

In these Terms and Conditions the terms listed below are to be understood as follows:

- Organisers:** As mentioned in the contract to exhibit.
- Exhibitor:** The natural person or legal entity that concludes the participation agreement with IAEPL.
- Exhibition:** The (trade) exhibition, show, demonstration or event that is the subject of the participation agreement.
- IAEPL:** Inter Ads Exhibitions Pvt. Ltd. and/or one of its subsidiary companies, as (co-) organiser of an exhibition and the natural person or legal entity in association with whom or with which the Exhibition is organised and the latter's authorised representatives.
- Co-exhibitor:** The natural person or legal entity that does not conclude a participation agreement with IAEPL himself, but exhibits products or presents itself otherwise within the Exhibitor's stand space;
- Venue Lessor:** The natural person or legal entity that leases IAEPL space where exhibitions are held.
- Exhibition venue:** The space where the Exhibition takes place, as made available by the Venue Lessor;
- Option:** The first right of an exhibitor to register for specific stand space.
- Contract to exhibit:** The document by which the exhibitor enters into the participation agreement.
- Participation agreement:** The agreement between IAEPL and the Exhibitor that arises from the despatch of a confirmation of participation by IAEPL.
- Products:** The goods displayed at the Exhibition by the Exhibitor and/or services supplied by the Exhibitor.
- Stand space:** The specific floor area expressed in square metres made available to the exhibitor, the location, size and type of which is specified by IAEPL.
- Participation fee:** all costs payable to IAEPL by the Exhibitor in connection with his participation in the Exhibition, including the costs relating to the stand space and all other costs.

Article 2 Application and The participation agreement

- The contractual relations between the Exhibitor and IAEPL shall be governed by the "contract to exhibit", "General Terms of Participation" as well as the regulations which are handed out to the Exhibitor separately (Services and the Technical Guidelines of the Exhibition).
- The application must be made on the specific contract to exhibit for each Exhibition. The contract to exhibit application must be completed, signed with legal effect and be received by IAEPL. The submission of contract to exhibit does not result in a legal claim to admission. By sending the completed and signed contract to exhibit to IAEPL, the Exhibitor submits an offer to enter into an agreement, which requires acceptance by IAEPL to become a legally binding contract. By submitting the contract to exhibit, the Exhibitor accepts and submits to all of the contractual terms and provisions enumerated in Article 2.1. IAEPL reserves the right to refuse registration on the grounds of oversubscription, on special grounds, such as concern for disturbance of the peace, or without giving reasons if necessary.
- The Exhibitor declares that he will accept all the consequences that ensue from the signing of the contract to exhibit, even if the form has been signed by a person not officially authorised to sign the form. The Exhibitor shall refer the persons employed by him on the Exhibition, the Co-Exhibitors notified by him and his other vicarious agents to their obligations arising from the General Terms of Participation, and the Technical Guidelines and shall call on them to refrain from doing anything which may lead to an infringement of these obligations by conduct for which they are responsible. The Exhibitor shall continuously monitor compliance with the aforesaid terms and guidelines by the persons employed by him on the Exhibition, the Co-Exhibitors notified by him and by his other vicarious agents and in the event of an infringement shall intervene or shall inform IAEPL of the infringement.
- Any Exhibitor participating through his own general agent or national representative declares, through his submission of the contract to exhibit, that the general agent or national representative is authorised to rent Exhibition space in the name of and on behalf of the Exhibitor and to market his products or services
- The Participation Agreement implies that IAEPL, against payment of the Participation Fee, for the period of the Exhibition concerned, assigns a specific stand space to the Exhibitor. In case the Participation Agreement relates to several stand spaces, the provisions contained herein shall apply to each individual stand space. The Exhibitor may not transfer his registration to a third party.
- The space assigned may not be swapped with other Exhibitors' space and it may not be completely or partially sub-let or otherwise be used by a third party is not permitted unless prior consent by IAEPL is obtained. Exhibitors jointly renting space are severally and jointly liable to IAEPL. The Exhibitor may only take Co-Exhibitors after the prior consent of IAEPL.
- Without prejudice to the provisions contained in Article 20.1, these Terms and Conditions govern the legal relationship between IAEPL and the Exhibitor only. Unless determined otherwise, third parties, including co-exhibitors, cannot derive any rights from these Terms and Conditions.
- Any requirements, changes and additions made by the Exhibitor on the contract to exhibit, and any other arrangements deviating from or additional to these Terms and Conditions do not form part of the Participation Agreement, unless confirmed by IAEPL in writing.
- The Exhibitor is fully responsible and liable for compliance with all obligations resulting from the conclusion of the Participation Agreement.
- Following the signing of the contract to exhibit and prior to the conclusion of the Participation Agreement in accordance with Article 1.9, the term "Participation Agreement" in these Terms and Conditions will be understood to mean "contract to exhibit" and "Exhibitor" as "the Participant".

Article 3 Dates, times and exhibition venue

- IAEPL will determine the dates on which, and the venue, in which the Exhibition will be held, as well as build-up and breakdown times and the Exhibition's commencement and closing dates and times.
- If in the opinion of IAEPL, special circumstances so justify, IAEPL is entitled to change the established dates, times and/or venue or to decide to abandon an Exhibition.
- The 'special circumstances' referred to in the previous clause include market conditions and all other circumstances that in the opinion of IAEPL, having weighed the various interests, may undermine the success of the Exhibition.
- Upon changes in the established dates, times and/or venue, the Participation Agreement remains fully effective.
- Under no circumstances will the Exhibitor be entitled to compensation for any costs incurred or loss or damage sustained due to a decision as referred to in Article 3.2.

Article 4 Allocation of stand space and Admission

- Contracts to exhibit will be handled in order of arrival, possibly by sector. In determining the location, floor space and type of stand space referred to in this paragraph, IAEPL will consider the preferences expressed by the Exhibitor as much as possible.
- Throughout the agreed period, the Exhibitor will be entitled to use the stand space allocated by IAEPL in the confirmation of participation. The location, floor space and type of stand space allocated by IAEPL will be binding.
- In case of special circumstances, IAEPL has the right to reassign stand space and to revise the stand space allocated to an Exhibitor, or to change or revise groupings at all times prior to the Exhibition's commencement. In such case, IAEPL will make an effort to offer the Exhibitor comparable stand space in terms of floor space, on the understanding that the resulting participation fee will not deviate more than 10% from the original participation fee. The Exhibitor undertakes to accept that the location of other spaces or entrances and exits may have been varied by the time of the start of the Exhibition and that no claims result therefrom.
- All costs to be made by the Exhibitor relating to the reallocation of stand space will be at the Exhibitor's expense.
- Cancellation by the Exhibitor as a result of the provisions contained herein is possible only in one of the cases listed in Article 6.
- The Organiser is not bound to admit particular Exhibitors. The Organiser shall decide on the admission of the Exhibitor, where applicable in cooperation with the competent bodies. The Organiser may exclude individual Exhibitors from participation for factually justified reasons, in particular if there is insufficient space and if, in order to achieve the purpose of the event, it is necessary to limit the event to certain groups of Exhibitors.
- IAEPL sends the admission confirmation to the Exhibitor right in time before the Exhibition starts. With this admission confirmation the agreement between IAEPL and the Exhibitor enters into force. Exhibitors who have not met their financial obligations towards the Organiser in the past or who violate the contractual terms or provisions (cf. Clause 2.1) or statutory obligations may be excluded from admission.
- IAEPL is entitled to withdraw from the contract if admission has been granted on the basis of incorrect assumptions or information or if the requirements for admission later cease to apply.

Article 5 Payment

- The Participation Fee shall be calculated by multiplying the net prices per sqm. as set out in the contract to exhibit by the number of sqm of the Exhibition space, determined on the basis of the space's dimension without deductions for pillars or other features of the building, as applicable. The minimum size of an Exhibition space is defined in the contract to exhibit. In addition to the fees an advance payment (cf. contract to exhibit) for incidentals (e.g. technical service, promotional material) can be raised. The fees and advance payments are net prices, which will be charged plus taxes applicable at the rate in force at the time of raising the invoice.
- Unless otherwise specified, the fees/advance payments fall due without any discount or setoff immediately after receipt of the invoice. All due dates are to be fully complied with. Any objections to the invoice shall be considered only if made within 14 days after the date of the invoice and in writing. The full and timely payment of the participation fee is the pre-requisite for taking possession of the Exhibition space by the Exhibitor, for the entries in the media provided by the Organisers and for delivery of Exhibitor passes. No factual deviation from this rule shall be deemed to be a waiver or postponement of payment.

- IAEPL has the right to invoice as soon as the Participation Agreement has been concluded. Definitive invoices may be preceded by a provisional invoice. The final invoice for incidentals (e.g. technical service, promotional material) shall be sent to the Exhibitor after the Exhibition has ended and the payments already paid on account shall thereby be taken into account. The final invoice is payable by the Exhibitor immediately upon receipt.
- The Exhibitor will be liable for all costs payable to IAEPL that are in any way related to the Exhibitor's participation, regardless whether the said costs have been incurred by the Exhibitor or by a third party acting on the Exhibitor's behalf.
- Even if a different invoice address has been listed by the Exhibitor, the Exhibitor remains jointly and severally liable towards IAEPL for payment of all costs relating to his participation.
- In the event of late payment of any sum payable to IAEPL, interest will be charged at the rate mentioned in the invoice from the date on which the sum in question was originally due and payable. Any collection costs are to be borne by the Exhibitor. All amounts invoiced are payable without any deduction with all bank charges onto any of the bank accounts stated on invoice.
- IAEPL has the right to set off payment for participation against sums still outstanding from previous participations by the same Exhibitor.
- If the Exhibitor fails to pay the Participation Fee or any other monies payable to IAEPL (in full) prior to the commencement of the set-up period, despite a written or verbal notice or notice of default, IAEPL has the right to deny the Exhibitor access to the (set-up of the) Exhibition and/or to regard the participation agreement as terminated with immediate effect. In such a case the Exhibitor will still be required to pay the Participation Fee and all other monies payable to IAEPL in full without being entitled to compensation of any costs incurred and/or loss and damage sustained due to his being denied access to the Exhibition and/or termination of the Participation Agreement.
- If the Exhibitor does not fulfil its payment obligations on the due date culpably, IAEPL may set a final due date, which must be reasonable considering the circumstances and the remaining time until the event. If the final due date also expires without fulfilment by the Exhibitor, IAEPL is entitled to terminate the Participation Agreement with immediate effects.
- IAEPL is entitled to assert the right of lien, the right of retention with regard to all objects present including exhibits and booth fittings

Article 6 Cancellation and termination

- Besides the grounds mentioned in Articles 6.2 to 6.5, the Exhibitor may cancel his participation only with due observance of the following payment schedule:
Cancellation from 365 up to 270 days before the commencement of the exhibition: 50% of the participation fee;
Cancellation from 270 up to 180 days before the commencement of the exhibition: 75% of the participation fee;
Cancellation from 180 days up to the day of the commencement of the exhibition: 100% of the participation fee.
Commencement of the exhibition is understood to mean the first day of the exhibitor's set-up period. Cancellation shall be effected by the exhibitor by registered letter.
- If after a reallocation of stand space by IAEPL, IAEPL does not offer the Exhibitor a comparable stand space (in accordance with the criteria stipulated in Article 4.3), the Exhibitor has the right to cancel the Participation Agreement. Cancellation shall be effected in writing by registered letter within 14 working days from the date of the written proposal by IAEPL containing the alternative stand space(s).
- If at any time following the conclusion of the Participation Agreement the Exhibitor applies for suspension of payments or files for bankruptcy, the Participation Agreement will be terminated by the mere occurrence of such application or filing and the Exhibitor will be required to pay the Participation Fee in full as well as any other costs related to his participation incurred by or on behalf of IAEPL at the Exhibitor's request, without prejudice to IAEPL's right to claim costs, compensation for loss and damage incurred and interest.
- If at any time after the conclusion of the Participation Agreement, IAEPL has sound reasons to assume that the Exhibitor's participation in the Exhibition will somehow prejudice IAEPL, the Exhibitor or other Exhibitors, IAEPL will have the right to terminate the Participation Agreement by registered letter with immediate effect. In that case the Exhibitor will still be required to pay the Participation Fee in full as well as any other costs incurred by or on behalf of IAEPL at his request in connection with his participation, without prejudice to IAEPL's right to claim costs, loss and damage and interest.
- Cancellation or termination of the participation agreement on account of this article will never constitute cause for compensation by IAEPL to the Exhibitor for any costs incurred or loss or damage sustained.

Article 7 Non-Participation of the Exhibitor

- The non-participation of the Exhibitor shall generally not release him from his contractual obligations. The Exhibitor shall in particular remain obliged to pay the contractually due payments. The Organiser is not obliged to accept alternative exhibitors proposed by the primary Exhibitor. In the event of non-participation, the participation fee shall become immediately due if it was not already due in accordance with Terms and Conditions of payment.
- To ensure that the Exhibition has a unified and cohesive look, the Organiser is entitled to re-allocate the Exhibition space not used in the event of non-participation of an Exhibitor. If no interested party is found in the time available, the Organiser shall be entitled to design the Exhibition space at the expense of the Exhibitor. In case of non-participation of a Co-Exhibitor the participation fee is nevertheless payable in the full amount

Article 8 Additional products and services

- IAEPL can offer additional products and services for the exhibition, whether or not against payment. Such additional products and services may include a Shell Scheme comprising stand construction and other services, or publicity services, such as the compilation of a (digital) catalogue, the staging of various forms of publicity inside or outside the exhibition venue and the organisation of various activities.
- These Terms and Conditions apply also to any additional products or services supplied by or on behalf of IAEPL. Unless determined otherwise, the general terms and conditions of delivery issued by a third parties engaged to provide such additional products or services do not apply.
- If and to the extent applicable, IAEPL will determine the way in which publicity listings are to be edited, and reserves the right to abridge the Exhibitor's details if necessary or to alter details submitted by the exhibitor in any way that it sees fit, without stating reasons, if necessary.
- If the Exhibitor wishes to refer to products and/or services offered by him in his publicity statements, he may refer to products and/or services only that come under his delivery schedule and which - in the opinion of IAEPL - also fall under the exhibition programme of the Exhibition concerned.
- Any data generated by the use of services of IAEPL or any third parties selected by IAEPL for the Exhibitor or any data generated by the exhibitor using these services may be used by IAEPL.

Article 9 Personnel and exhibitors passes

- IAEPL will issue persons appointed by the Exhibitor to carry out work within the stand space with personnel passes, which are personal.
- During the set-up, maintenance and breakdown periods access will be granted upon presentation of a valid personnel pass.
- IAEPL will issue the Exhibitor with a certain number of free exhibitors passes or badges for the Exhibitor and his personnel. The number of exhibitors passes issued can be related to the floor space. All Exhibition passes are for use of booth staff only, and must be completed in accordance with the instructions on the pass and may not be transferred to third parties - particularly in case of the non-participation according to Article 7.
- During the set-up period, the opening times of the Exhibition and the breakdown period access will be granted to the venue upon presentation of a valid Exhibitors pass.
- IAEPL may at all time for valid reasons withdraw personnel and exhibitors passes and deny the person(s) in question access to the Exhibition and/or Exhibition venue.

THE EXHIBITION

Article 10 Stand construction, Stand design, Participation, Assembly and Disassembly

- All spaces in the Exhibition shall be measured and marked solely by the Organiser. The Organiser is entitled to finally decide in all cases of doubt.
- The rules and regulations (especially building regulations of the Venue Lessor) are in force at the Exhibition Venue. The Exhibitor is required to (instruct a third party to) construct and design his stand during the designated days and times with due observance of the regulations and instructions issued by the Venue Lessor. Booth designs which do not conform to the building regulation in force at the Exhibition Venue may be removed, changed or adapted by the Organiser at the cost of the Exhibitor.
- Before the Exhibition, the Organiser delivers the booth to the Exhibitor or his agent according to the Participation Agreement. Booths which are not accepted according to the Participation Agreement will be at the disposal of the Organiser without the Exhibitor being entitled to make use of any rights included in Article 10. Unless determined otherwise in the Participation Agreement, the stand space will be made available to the Exhibitor without any stand construction, fittings, furniture or any other (technical) facilities
- The Exhibitor undertakes to set up a booth on the Exhibition space rented. The booth shall be occupied in a visible manner in good time no later than 24 hours prior to the start of the Exhibition. The booth must be properly equipped and qualified staff has to be present for the duration of the Exhibition and during its opening hours as defined in the Exhibition Service Manual. Booth design and equipment is, as a principle, decided by each of the Exhibitor; however, they have to take into account the typical Exhibition criteria of the Exhibition and all requirements of the Organiser, in particular the Technical Guidelines, and the Service Manual. In designing the stand space, the Exhibitor shall comply with the provisions set out in these Terms and Conditions, other (safety) instructions issued by Organisers, regulations issued by the Venue Lessor, and government and fire regulations. Upon
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Signed on behalf of **Inter Ads Exhibitions Pvt. Limited**

Signature
with company seal: _____

Signed on behalf of the EXHIBITOR (In signing this agreement I confirm that I am authorised to sign on behalf of the company)

Signature
with company seal: _____

request, the Exhibitor shall present all plans, designs and/or models for stands to IAEPL for approval by the date specified by IAEPL at the latest. Only after such approval has been obtained may the set up be commenced. IAEPL reserves the right to withhold its approval, without stating reasons if necessary. Regarding the stand construction IAEPL reserves the right to issue alternative instructions

- 10.6 Mezzanine Floor:
- Exhibitors opting for Raw space of 100 sqm or above only are eligible to construct Mezzanine floor (two-storey) in their stand.
 - A maximum of 25% of the allotted space can be used for Mezzanine floor construction.
 - 50% of basic space charges will be applicable toward Mezzanine floor charges.
 - The mezzanine floor design & drawings must be certified by a chartered structural engineer/consultant for structural stability and must be approved by the Organiser before construction. Copy of the certificate must be enclosed along with stand layouts.
 - The design of the mezzanine floor is certified by chartered structural engineer
 - The mezzanine floors can be used only as a visitor hospitality lounge. Exhibits/display will not be permitted on the mezzanine floor.
- 10.7 There are specific provisions and regulations for two-story Exhibition booths, which are set out in the Technical Guidelines. If a booth does not comply to the requirements with regard to its design and/or equipment, it will be changed or removed at the Exhibitor's costs. If such demand is not immediately complied with, the Organiser is entitled to effect a change at the Exhibitor's costs.
- 10.8 Design elements, signs and flags must be sufficiently restrained in order to not create any nuisance to adjoining Exhibitors. Any signs that are misleading must be removed upon demand of the Organiser. Exhibits, booth equipment and/or other objects which create an unreasonable nuisance or disturbance as a result of their outward appearance, smell, lack of hygiene, noise or other characteristics having regard to the smooth running of the Exhibition or which are otherwise unsuitable must be removed immediately at the request of the Organiser. If such objects are not immediately removed, the Organiser is entitled to effect such removal at the Exhibitor's cost.
- 10.9 The assembly of the booth must be completed by the end of building date mentioned in the (cf. exhibitor manual). If in the opinion of IAEPL, the design and/or set up of the stand space is likely to be not completed by the end of the set-up period, IAEPL has the right to take whatever measures it deems fit at the Exhibitor's risk and expense.
- 10.10 The Exhibitor may not remove exhibits from the Exhibition space or begin disassembly of the booth before the official period for such removal mentioned in the (cf. exhibition service manual). The Exhibitor is required to break down the stand, to clear the stand space and to deliver the stand space vacated and clean within the designated terms and with due observance of the instructions issued by the Organiser/Venue Lessor. After the end of the period specified in the (cf. exhibition service manual) for the disassembly, all obligations of the Organiser are terminated. The Organiser refuses all responsibility for objects that are still present on the Exhibition grounds after such date. The Organiser is entitled to charge a fee for all objects that were not removed within the period specified by the Organiser. The Organiser is furthermore entitled to instruct an appropriate third party to remove and warehouse all remaining objects at the Exhibitor's cost and responsibility. The Exhibitor is required to restore the stand space to its original condition. Any damage to goods belonging to Organisers and/or the Venue Lessor shall be paid by the Exhibitor. The provisions of this article concerning the breakdown of the stand do not apply if the Exhibitor has purchased stand construction as part of Shell Scheme.

Article 11 Exhibited products

- 11.1 All exhibits and offers of services must be in line with the general description of topics for the specific Exhibition. If so requested, descriptions and leaflets of the exhibits and photos or layouts of the booth are to be provided to the Organiser. Exhibits are restricted to those notified in the nomenclature.
- 11.2 The Exhibitor is required to stock the stand space with a sufficient range of products. The Exhibitor does not have the right to exhibit or otherwise recommend products in the stand space, other than those mentioned in the Participation Agreement and/or other than those that fall under the official exhibition program.
- 11.3 During the entire period of the Exhibition, including the set-up and breakdown periods, the products displayed by the Exhibitor are at the Exhibitor's own risk and expense. IAEPL rejects all liability for damage to or loss of or theft of products from the Exhibitor.
- 11.4 IAEPL will refrain from any involvement in any disputes between exhibitors, including disputes regarding intellectual property rights. Without prejudice to the provisions contained in this paragraph, the Exhibitor may not, in view of the exhibition's success, display products or use a certain trademark or brand, if such display or use constitutes an infringement on the rights of any third party.
- 11.5 At the request of IAEPL, the Exhibitor will be required to prove that he has the right to display certain products or to use a certain trademark or brand. If it appears that the Exhibitor acts in breach of the preceding paragraph, or if he cannot comply with the request of IAEPL, IAEPL has the right to (cause others to) remove those products at the Exhibitor's risk and expense and to take all other measures it deems fit. In such a case, the Exhibitor will not be entitled to any compensation whatsoever from IAEPL for costs incurred or loss or damage sustained.
- 11.6 Other Exhibitors cannot derive any rights towards IAEPL from the provisions contained in Articles 11.4 & 11.5.

Article 12 Use of the stand space

- 12.1 The Exhibitor may not:
- assign all or part of the use of the stand space to third parties or to use the stand space or allow the stand space to be used for a purpose other than the purpose described in the Participation Agreement.
 - use the stand space in a way that causes nuisance to other Exhibitors or visitors in the form of noise pollution, obstruction of entrances or aisles, blocking of light or obstruction of the sight lines or nuisance in any other form at the discretion of IAEPL.
 - use open, flowing, spraying and/or atomised water to demonstrate products in or near the stand space, unless with the express consent of IAEPL and the Venue Lessor. The Exhibitor shall strictly comply with all the relevant instructions.
 - use equipment, machines, heaters, fireplaces, etcetera with an open flame in or near the stand space, unless permitted explicitly or made available by IAEPL.
 - use or store dangerous substances and/or goods, including mildly flammable substances, gasses or chemical pesticides or radioactive substances in or near the stand space.
 - position or install goods, furniture, hanging signs or advertising materials in the broadest sense of the word outside or over the stand space.
 - distribute or offer flyers or other advertising materials outside the stand space.
 - produce photographic, film or video recordings of objects other than the Exhibitor's own stand space, which right is reserved exclusively for IAEPL.
 - demand an entrance fee or any other fee from visitors for the right to visit the stand space or to attend demonstrations or performances within the stand space.
 - stage activities in or around the stand space which, in the opinion of IAEPL, are likely to be detrimental to the exhibition in general, such as activities that are likely to be offensive to certain (groups of) people, activities that contravene law or public order or offend public morality or activities that are likely to otherwise affect the image of the exhibition in some other way.
 - sell any product/services to visitors during the Exhibition.
 - organise catering activities in or around the stand space, other than the offering of small refreshments to visitors to the stand space.
 - (cause others to) conduct surveys among visitors to the Exhibition.
- 12.2 Unless the Venue Lessor has issued binding instructions in this respect, the Exhibitor will be responsible for supervising his stand space and the products in it.

Article 13 On-site Contractors

- 13.1 The utility installations (electricity, water/waste water, gas, phone, vapour flue, compressed air) and any installation that affect the Exhibition halls or existing hall fittings as well as all transport services and the protection of the booths on the Exhibition grounds of the Organiser may, for security reasons, only be obtained from those companies named as On-site Contractors in the Service Manual.
- 13.2 Application for technical installations must be submitted on the order forms provided by the Organiser (cf. exhibitor manual) and within the time frame specified

Article 14 Supervision / Cleaning / Waste disposal

- 14.1 The Organiser recommends keeping all valuable and easily transportable objects under lock. There will be a general supervision of the fair and Exhibition grounds, however, only outside the opening hours of the Exhibition. Services regarding care, custody or other safeguarding of the interests of the Exhibitors shall not be provided
- 14.2 General cleaning of the grounds and the hall passages is ensured. Booth-cleaning/Cleaning the Exhibition spaces is the Exhibitor's obligation. It must be finalised before the daily opening hours of the Exhibition.
- 14.3 The Exhibitor is required to arrange for waste disposal in accordance with the instructions issued by the Organiser/Venue Lessor. IAEPL has the right to charge the Exhibitor for the disposal of any waste left behind by the Exhibitor.

Article 15 Presentations, Booth Advertising, Advertising spaces

- 15.1 All presentations require the written consent of the Organiser. Despite such prior consent the Organiser is entitled to restrict or prohibit any presentation causing noise, dirt, dust, smell or exhaust fumes or otherwise having detrimental effects with regard to third parties. Any permission granted may be limited or revoked later if necessary in the interest of an undisturbed continuation of the Exhibition.

The Organiser is entitled to stop, remove or have removed any inadmissible advertising without obtaining a court order or police assistance. The costs of such removal of inadmissible advertising are to be borne by the Exhibitor.

- 15.2 Any advertising for firms not mentioned in the admission is prohibited at the booth.
- 15.3 As a result of copyright regulations, any reproduction of sound storage mediums may require written permission. The Exhibitor is obliged to be informed about the circumstance and is liable for non-conformance with the regulation.
- 15.4 It is strictly forbidden to approach or interview visitors outside the booth. Failure to comply with this prohibition shall entitle the Organiser to terminate the contractual relationship with immediate effects.

Article 16 Media Entry

- 16.1 By submitting the application, the Exhibitor expressly consents to an entry of his name and his Co-Exhibitors in the media provided by the Organiser. Those entries will be invoiced to the Exhibitor. Only Exhibitors and/or Co-Exhibitors admitted to the specific Exhibition can be entered into the media
- 16.2 If the information for the compulsory entries has not been provided by the date as stated (cf. exhibitor manual) such information will be included according to information available to the Organiser at the time.
- 16.3 Legal claims for incorrect, incomplete or missing entries may be raised only in case of wilful or grossly negligent behaviour on the part of the Organiser, its corporate executive bodies or corporate officers or persons performing obligations on behalf of the Organiser.

Article 17 Delivery and removal of goods

- 17.1 The Exhibitor may not deliver or remove goods during the opening hours of the Exhibition.
- 17.2 The Exhibitor shall make arrangements for the transport, arrival and receipt of goods delivered for or with a view to his participation. IAEPL does not accept goods on the Exhibitor's behalf nor is IAEPL in any way liable for such goods.

FINAL PROVISIONS

Article 18 Intellectual property rights

- 18.1 Organisers are the proprietor of all intellectual property rights relating to the Exhibition, including at least the brand (name), logo(s) and the exhibition image(s) which are legally protected.
- 18.2 Any use of such brand (name), logo(s) and/or exhibition image(s) by the Exhibitor in identical or similar form require - regardless of the purpose, products or services - the prior explicit and written consent of the Organisers. Organisers may grant the Exhibitor the right to use the brand (name), logo(s) and/or exhibition image(s) for promotional purposes. In such a case the Exhibitor is entitled to use those trademarks and/or pictures only in the form provided by the Organisers. Consequently, the Exhibitor may not use those trademarks and/or pictures for purposes other than to promote the exhibition or to distort them in any way.
- 18.3 In case of breach of the provisions contained in paragraph 2, the Exhibitor shall, at the first request of Organisers, immediately cease the use of the trademarks and/or images concerned.
- 18.4 The Exhibitor is solely responsible to secure all copyrights and other trade marks with regard to exhibits. Each Exhibitor is under obligation to respect trade mark rights of other Exhibitors and to refrain from all infringements.

Article 19 Additional instructions and deviations from the Terms and Conditions

- 19.1 IAEPL has the right to issue additional (safety) instructions to ensure the smooth progress of the Exhibition.
- 19.2 The Exhibitor is required to strictly comply with all instructions issued by IAEPL and furthermore with all regulations issued by the Venue Lessor and government regulations (including fire regulations).
- 19.3 In the event of a conflict between these Terms and Conditions and any other regulations issued by IAEPL, the Venue Lessor or the Government, the Exhibitor shall contact IAEPL. IAEPL will then decide which provision prevails in that particular case.

Article 20 Liability

- 20.1 The provisions set out in these Terms and Conditions apply mutatis mutandis to all third parties engaged by the Exhibitor in connection with his participation in the Exhibition, such as stand constructors and suppliers, as well as co-exhibitors of the Exhibitor. The Exhibitor vouches towards IAEPL and the Venue Lessor for, and is at all times jointly and severally liable for compliance with the provisions set out in these Terms and Conditions and all other regulations.
- 20.2 In the event of non-compliance, late compliance or inadequate compliance by the Exhibitor with any of the provisions set out in these Terms and Conditions or any other regulations, IAEPL has the right to take all such measures it deems fit, including, but not limited to:
- The denial of access to the (set-up of the) Exhibition.
 - The closing of the Exhibitor's stand space and/or the removal and storage, disposal and/or destruction of certain goods from the stand space at the Exhibitor's risk and expense.
 - The refusal to let the Exhibitor participate in future exhibitions; all without prejudice to the Exhibitor's obligation to pay in full the participation fee and all other monies payable to IAEPL.
- 20.4 The Exhibitor is liable for any (in) direct losses incurred by IAEPL as a result of an attributable shortcoming on the Exhibitor's part, including non-compliance, late compliance or inadequate compliance with any of the provisions set out in these Terms and Conditions and/or any other regulations. The Exhibitor indemnifies IAEPL against any related claims by third parties.
- 20.5 IAEPL is not liable for any damage or loss sustained directly or indirectly by the Exhibitor, the Exhibitor's personnel or visitors as a result of non-compliance, late or inadequate compliance with any of these Terms and Conditions or any of the regulations.
- 20.6 IAEPL is not liable for any damage or loss sustained directly or indirectly by the exhibitor, due to non-compliance with any obligation arising from an agreement concluded between the exhibitor and a third party (including the Venue Lessor) concerning the supply of goods and/or services relating to the Exhibitor's participation in the Exhibition.
- 20.7 IAEPL will not be responsible for the safety of any exhibit or property of any Exhibitor, its staff, contractors, or agents or any other persons, or for the loss of, damage or destruction to the same, by theft, fire or other cause whatsoever, or for any loss or damage whatsoever sustained by any Exhibitor by reason of any defect in the building, fire, storm, tempest, lightning, national emergency, labour disputes, strikes, lockouts, civil disturbances, explosion, inevitable accident, force majeure or any other cause not within the control of IAEPL whether ejusdem generis or not, or for any other loss or damage whatsoever, or if by reason of the happenings of any such events, the opening of the Exhibition is prevented, postponed or abandoned or the building becomes wholly or partially unavailable for the holding of the Exhibition or if the Exhibitor suffers any other damage whatsoever. As IAEPL will accept no responsibility for any loss or damage suffered by any Exhibitor, Exhibitors should cover themselves by insurance in respect thereof. Exhibitors should note that there are no circumstances under which IAEPL can either become contractually bound to an Exhibitor or be regarded as a principal or an agent in relation to any legal agreement into which an Exhibitor may enter with a contractor.

Article 21 Insurance and exclusions

The Exhibitor shall ensure that it has full insurance cover including but not restricted to, all risks on their property, exhibits or articles of any kind, employer's liability, public liability, product liability, and comprehensive protections against any loss or damage caused by any circumstances whatsoever whether by reason of fire, water, theft, accident, negligence or any other causes. The Exhibitor shall insure against, indemnify and hold the Organisers harmless in respect of all the costs, claims, demands and expenses to which the Organisers may in any way be subject as a result of any loss or injury arising to any person including members of the public or the Organisers, staff, agents or contractors (or property) however caused as a result of any act or default of the Exhibitor, his servant, agent, contractor or invitees. If any Organisers so demand the Exhibitor shall provide proof to the Organisers that the Exhibitor has adequate insurance cover. Exhibitors may wish to take insurance for losses and wasted expenditure in the event of the exhibition being cancelled, advanced or curtailed. Exhibitors must ensure that their temporary staff and the staff of their agents or contractors are covered by public liability insurance. The period for which such insurance shall be maintained shall run from the time the Exhibitor or any of his servants, agents or contractors first enter the exhibition ground and continue until he has vacated the exhibition ground and all his exhibits and property have been properly removed.

Article 22 Sales Regulations

Sale of goods/services is not permissible in the Halls. No Exhibitor shall be permitted to take orders for products/services not listed in the contract to exhibit. Statutory laws concerning the sale of goods must be adhered to by the Exhibitors.

Article 23 Taxes and Licenses

Exhibitor shall be responsible for obtaining any licenses, permits or approvals required under local or national law applicable to Exhibitor's activity at the show. Exhibitor shall be responsible for obtaining any tax identification number and paying all taxes, license fees or other charges that may become due to any governmental authority concerning Exhibitor's activities at the show

Article 24 Notice

Any notice, document, acceptance or other communication under or in connection with these Agreement conditions shall be sufficiently served by delivering it by hand or prepaid as registered post at the last known business address and shall also be sufficiently served or given if sent by telex or telegraphic facsimile transmission to the person to be served and service shall be deemed to be made or acceptance given on the day of transmission if transmitted before 4pm IST on a weekday but otherwise on the next following weekday.

Article 25 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India and parties agree to submit to the non-exclusive jurisdiction of the Indian courts.

Signed on behalf of **Inter Ads Exhibitions Pvt. Limited**

Signature

with company seal: _____

Name: _____

Position: _____

Date: _____

Signed on behalf of the EXHIBITOR (In signing this agreement I confirm that I am authorised to sign on behalf of the company)

Signature

with company seal: _____

Name: _____

Position: _____

Date: _____

Organised by:

Inter Ads Exhibitions Pvt. Ltd., Plot No.14, Phase-I, HSIIDC, Udyog Vihar, Gurgaon-122 016, Haryana, India