

TERMS & CONDITIONS OF EXHIBITION PARTICIPATION CONTRACT



General

The provisions, subject to which signatories of the Exhibition Participation Contract (to which these Conditions are annexed) (the "Participants" or the "Applicants") may take part in the proposed exhibition (the "Show" or the "Exhibition") are laid down in these Conditions of Participation, conditions which apply to the Exhibition site, (the "General Rules"), as well as all regulations stated in the General Rules. The Exhibition Participation Contract, these Conditions of Participation, the General Rules, all regulations stated in the General Rules and additional fire safety regulations collectively constitute the contract (the "Contract") between the Participant and "Unitech Exhibitions Pvt Ltd.". Additional regulations, as well as specified fire safety regulations, will be sent to Participants upon registration. Should these Conditions of Participation deviate from the provisions stated in the General Rules, then the Conditions of Participation will have priority. Exhibition Participation Contract once signed is binding on the Participant and is cancelable only at the option of the Organizer. Persons signing the Exhibition Participation Contract declare that they are duly authorized to bind the Applicant according to the copy of adequate records of the company or that they possess power of attorney to sign contracts on behalf of the company.

Organisation

The Show is organised by
UNITECH EXHIBITIONS PRIVATE LIMITED
2/279A, Pillaiyar Koil Street, Thoraipakkam, Chennai 600097. India.
Tel: +91 44 2456 4131 / 32 / 33
Email : info@unitechexpo.com; www.fenceexpo.com

A. Exhibition hours

12 to 14 December 2019 – 10:00 AM to 06:00 PM (until 4:00 PM on last day)

B. Products and services on exhibit

At the Show only products and services which, at the sole discretion of the Organizer, are deemed in accordance with the purpose and concept of the Show may be exhibited. The Organizer will also determine at his sole discretion, the total number of stands and the number of stands exhibiting a similar product or service. Without prejudice to the generality of the foregoing, products and services of which a research organization of good reputation has established that they can be of danger for the consumers or that they may show defects within a short period of time after initial use, will not be permitted at the Show.

C. Application / Participation in the exhibition

By filling the appropriate boxes on the application form and by returning this form to the Organizer, the Participant confirms to agree with the conditions as stated in these Conditions of Participation and the General Rules. At all times the Organizer reserves the right to refuse an application. Upon acceptance of a registration, the Organizer will send the advance invoice to the Participant. No further rights can be derived from participation.

D. Construction and dismantling of stands

During a period of 2 days prior to the Exhibition, Participants will be able to decorate stands and bring in goods. Participants will receive a circular stating an exact date and time, prior to the Show. In case for whatever reason the stand space allotted is less than the originally allocated stand space, the difference in price between the actual allotted stand space and the originally allocated stand space will be credited to Participant's account. The Organizer will not have any liability for any damages whatsoever arising out of such a difference. Participant hereby waives its rights, if any, to bring any claims against the Organizer for damages or otherwise in this regard.

The Organizer reserves the right to change the location, period, dates and times of the Exhibition at their sole discretion. The Participant will be notified of this as soon as may be reasonably practicable. The Organizer will not have any liability for any damages whatsoever arising out of such changes. Participant hereby waives its rights, if any, to bring any claims against the Organizer for damages or otherwise in this regard. Once the Exhibition is over the Participant is bound to fulfill the cleaning/clearance obligation for the stand space rented as stated in the General Rules, in time. In the event the Participant fails to do so, the Organizer holds the right to fulfill this obligation at the Participant's cost, risk and expense. Cleaning and clearance include removal of all goods used by the Participant intended as waste, to a place designated by the Organizer in due time.

E. Sale and conditions

Counter sales are not permitted at the Exhibition. In case of sales of Indian manufactures/exhibits, the payment of sales tax / VAT or other applicable taxes as per Orders/Rules of the Govt. of Tamil Nadu/other Authorities concerned will be the direct responsibility of the exhibitors. Under no circumstances will the Organizer be responsible for any taxes or other government levies

F. Facility for Temporary Importation of Exhibits

Facility for temporary importation of exhibits are not allowed for National Exhibitors

G. Terms of payment

Payment of total hire charge plus services tax and other applicable taxes shall be made as per terms mentioned on the main contract form, unless the Contract is signed less than 45 days prior to the proposed start date of the Exhibition, in which case 100% payment is due at the time of signing of the contract. Notwithstanding the foregoing, if the date on the final invoice falls within 14 days prior to the first day of construction, payment should be made prior to the first day of construction. In these cases entry in the catalogue/ website will be solely at the option of the Organizer. The Participant will be liable for settlement of the invoice(s) at all times.

H. Cancellation of stand space

We do not allow any cancellation i.e. sign up and you are in for 100%. The signature of the Participant on this Contract and its receipt by the Organizer shall be conclusive evidence of the Applicant's agreement to pay the full fees consisting of hire charges, registration fee and all applicable taxes, notwithstanding that the Participant subsequently decides not to participate in the Exhibition. The Applicant further acknowledges that the performance of services by the Organizer commences immediately upon signing the Contract and the Organizer, having incurred expenses as a result of the Contract, is not required to refund any portion of the fees already paid. The unpaid/ balance portion of the full fees shall become payable immediately upon cancellation of booking for Exhibition space pursuant hereto.

I. Cancellation and Refund

In the event the Exhibition is cancelled for any reason, including by reason of any event outside of the Organizer's reasonable control (i.e. force majeure in the broadest sense of the word and the like) the, payments made by Participants shall only be refunded in full if these costs are covered by an insurance policy held by the Organizer. Apart from the foregoing, the Organizer shall have no liability in contract, tort or otherwise to the Participant in the event the Exhibition is cancelled for any reason whatsoever. Until 30 days prior to the scheduled start of the Exhibition the Organizer holds the right to decide to cancel the Exhibition for whatever reason. The payments made by the Participants shall be refunded after deduction of expenses incurred by the Organizer. Change of Exhibition or stand location, dates and times, as meant, does not give the Participants the right to withdraw their applications fully or in part. The Organizer will not have any liability for any damages whatsoever arising out of such change. Should the Exhibition not take place, then the applications and possible allocations of stand space already made by Participants concerning the hire of stand space will be participants on the basis of stand space allocated. This refund will be made within 60 days from the date the decision to cancel the Exhibition is made.

J. Liability

Goods are deemed to be at or in the Exhibition building and adjacent grounds at the expense and risk of the Participants. The Organizer does not undertake any insurance for these goods. The Organizer will not have any

liability for damages to goods and persons caused by any cause arising out of participating in this Exhibition. The Organizer will not have any liability for damages to third parties, caused by the use of the stand by Participant or his personnel. The participant undertakes to indemnify the organizer against all claims by third parties arising from his actions and negligence. The Participant is liable for and must be adequately insured against any damage whatsoever caused by fault or negligence of himself, his personnel or by his exhibits in any way whatsoever to goods and/or persons working with or for the Organizer for all claims which may apply.

K. Further regulations

The Organizer reserves the right to introduce, at any time, further regulations and guidelines governing this Contract.

L. Sub-letting

The Applicant is not allowed, without the prior written consent of the Organizer, assign, sublet or grant licenses in respect of any part of the space allotted to it nor display advertisements of firms who are not bona fide Participants show on its stand. The Organizer reserves the right to levy a sub-letting surcharge for each sublet agreed to and the Applicant is liable for the payment of this charge under the same terms of payment as the main stand rental.

M. Nuisance

The Participant will not cause any inconvenience to or obstruct any other Participant while making use of his stand space. The Organizer holds the right to remove any Participant causing any nuisance or obstruction from the stand space at the expense of Participant, without any proof of default and without intervention of a court. The Participant shall have no right to any refunds or damages in such circumstances. Disputes: All disputes relating to this contract shall be subject to the jurisdictional courts in Chennai.

N. Communication

The Participant is not authorized to make use of the name of the Show after the Exhibition has ended without prior written agreement of the Organizer.

O. Final provisions

The Organizer will have the right to take the following action, without proof of default and without intervention of a court, at the Participant's expense against a Participant who acts in contravention of any provision of the Condition of Participation, the General Rules, the guidelines, fire safety regulations and/or who does not comply with directions given by the Organizer:

Exclude from participation, whereby payments made by Participant will be refunded after deduction of expenses already incurred by the Organizer.

Refuse admission to the Exhibition and the Exhibition building with immediate effect;

Have their stand closed and/or cleared;

Keep possession of the goods displayed and of anything built or fitted by Participant, without the Participant asserting a right to any refund or damages.

P. Excerpt from the general rules for participation in fairs and exhibitions organized by or in co-operation with the venue.

P.1 If a Participant has not paid the amounts due from him within the periods stipulated, the Organisers will be entitled, without prejudice to their claim for full payment of the amounts, not to proceed to the allocation of stand space for the Participant, to withdraw an allocation of stand space already made and/or not to make any stand space available.

P.2 The cost of construction and fitting-out of stands, of the installation at the stands of electric wiring, connections for gas, water drainage and telephone, the use of electric power, gas and water, together with the cost of telephone calls and all other additional costs will be charged to the Participant unless otherwise stipulated in the Conditions of Participation. These charges shall be paid by the Participant within 14 days after the date on the relevant invoice.

P.3 If, 18 hours before the time at which the Exhibition is opened to the public, a Participant has not taken possession of the stand space allocated to him or if it has been definitely established before that time that the Participant will not avail himself of the space allocated to him and/or if he has failed to fulfil his financial obligations with regards to the Exhibition, the Organisers may dispose of the relevant stand space without any additional summons or notice of default, without the Organisers having to refund payments already received and without the Participant as a consequence being discharged from his obligation to pay the amounts due.

P.4 Any goods belonging to Participants and any stand components still remaining on the premises of the Exhibition building or on the adjacent grounds after expiry of the period referred to in the Conditions of Participation may be stored at the expense and risk of the Participant concerned. At the end of the Exhibition the Participants shall leave the stand space allocated to them in the same condition as it was when it was made available to them before the commencement of the period of construction.

P.5. If a Participant has failed to meet his obligations towards the Organisers in respect of the Exhibition, the Organisers may:

P.5.1 with a view to promoting payment of outstanding debts, without recourse to a court of law, take possession of any goods belonging to the defaulting Participant that may be present in the Exhibition building or have them stored at the expense and risk of the Participant concerned. The Participant hereby authorises Organizer to take possession of all goods belonging to the Participant in the Exhibition building as security for the payment obligations of the Participant to the Organizer hereunder;

P.5.2 delegate the collection of the amounts owed by the Participant to a third party and charge to the Participant any extrajudicial costs incurred according to standard rates, with a minimum of Rs. 10,000, exclusive of applicable taxes;

P.5.3 charge interest at a rate of SBI PLR + 5 % over the amounts due from the due date of the invoice.

Q. Without previous written consent from or on behalf of the Organisers, the Participant will not be permitted:

Q.1 to leave his stand closed or unattended during the hours that the Exhibition is open to the public, to cover the goods displayed –or part of them- or to mark these goods as having been sold;

Q.2 to change or substitute, or cause to be changed or substituted, parts and accessories of exhibited goods within the Exhibition building or on the adjacent grounds;

Q.3 . to remove any goods from his stand during the Exhibition;

Q.4 to erect platforms or other raised structures on his stand, or to construct separate rooms such as offices or provide these with ceilings or any other form of capping;

Q.5 to place or install displayed goods and/or publicity material of any nature outside or above his stand space;

Q.6 to make use of the walls of adjacent stands;

Q.7 to bring any kind of food and/or drink into the Exhibition building, or to have them brought into the building, unless said food and/or drink has been obtained from the catering services authorized by the Organizer ("Official Catering Services"); to sell refreshments and/or stimulants within the Exhibition building or on the adjacent grounds; to provide food and/or drink free of charge within the Exhibition building or on the adjacent grounds unless such food and/or drink is distributed from the Participant's stand and has been obtained from the Official Catering Services; to project images, to amplify the spoken word by means of loudspeakers, broadcast music and/or produce any noise, in such a way that any of these might constitute a nuisance, or to erect television sets or mobile merchandise other than those specified in the Conditions of Participation.

Q.8 to use open, flowing, sprayed and/or atomised water at or in the vicinity of the stands during the Exhibition;

Q.9 To have any goods on the stand which, due to their offensive smell or in any other way, cause a nuisance, or to operate or keep any device that produces objectionable noise or light effects;

The Organisers shall have the right to decide on all matters for which these rules, the Conditions of Participation and the on-line Participant manual make no provision or are obscure. The complete text of the General Rules can at all times be obtained free of charge from the Organisers.