

Authorised Signature with Company Seal

# TERMS & CONDITIONS

## 1. TERMS OF REFERENCES

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

"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 Exhibitor to participate, upon these Terms and Conditions and the Application Form, in the Exhibition.

"Exhibition" shall mean the exhibition as 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 non-shell (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 Organisers to 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 person or persons 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 Centre made by the Exhibition Centre Operator.

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

The Exhibitor shall, and shall procure that its Representatives shall, to the extent appropriate, observe the Rules and Regulations and the Exhibitor's Manual of which are obtainable from the Organisers on request. The Exhibitor shall, and 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 Organisers for approval accompanied by a non-refundable/non-transferable advance 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 license 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; and (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 Exhibitor's 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 3 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 Organisers 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 stand 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. 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 stands) 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 the Organisers or the Exhibitor's Manual. The Organisers shall have the right, without recourse, to physically remove any goods which it or any India 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 or in connection with the Infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequence 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 shall be removed from the Exhibition before the Exhibition ends.

## 6. 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.

## 7. 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. The Organisers and the 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 image devices. 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 opening hours 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 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 authorizes 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 opening hours of the Exhibition.

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

The Organisers reserve the right to refuse admission 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 behavior 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.

## 8. 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 or others 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 or outside of the Exhibition Centre and 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 Organisers 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 provision of these Terms and Conditions, to the Exhibition under clause 9.

## 10. POSTPONEMENT AND CANCELLATION

In addition to the Organisers' 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 11, 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 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, political, travel, exhibition and/or public gathering; or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use;

(b) any other circumstance, 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.

## 11. 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 9;

(2) the Organisers are not satisfied that proper use is being made of the Exhibition Space during the 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 Centre 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 utilise 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 6 in relation to Infringing Goods, Prohibited Goods and by the Exhibitor or any of its Representatives or exhibits in connection with the Exhibition;

(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 sub clauses 11(2) to 11(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 the Organisers as a result of the termination of this Contract.

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.

## 12. 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.

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, products or services in the Exhibition's Official Directory, 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) and services provided by the Organisers, by any supplier to the Organisers or by the Exhibition Centre 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 10:

(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.

## 13. 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, licenses and the like as may be requisite to its participation in the Exhibition.

## 14. 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 or 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 waiver by the Organisers of any of the provisions of these Terms and Conditions or 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.

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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.

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, licenses and the like as may be requisite to its participation in the Exhibition.

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 or 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.

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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 or 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.

## 15. 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 India courts for all purposes relating to this Contract or the Exhibition.

## 16. SUPPLEMENTARY 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.

## 17. DISPUTE RESOLUTION

All disputes or differences, which may arise between the Organisers, Exhibitor or any vendor of the Organiser 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 of India 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 arbitrators so appointed. Such arbitration shall be conducted in the English language and the seat of such arbitration proceedings shall be at Mumbai, India. The award of the Arbitrators shall be final and binding on both the parties.

## 18. CANCELLATION POLICY

"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 Monies. If the Contract is cancelled during the period of 180 and 120 calendar days prior to the start of the Exhibition, 75% of the Monies are payable by the Exhibitor. If the Contract is cancelled within 120 days prior to the start of the Exhibition, the Monies are payable in full by the Exhibitor. KNC Services is entitled to charge the Exhibitor for any extra costs which KNC Service may incur by fitting out the stand space which is not being used. In the event the Exhibitor has already paid the Monies to KNC Service. KNC Service will refund the Monies to the Exhibitor in accordance with this provision."

To be signed by the Exhibitor(s) / Sponsor(s) sponsoring any commodity -

(i) Under this Sponsorship business arrangement between the Parties (i.e. Organiser and Sponsor(s)), it will be the whole and sole responsibility of the said Sponsor(s) to procure the sponsored article(s) from a genuine vendor and will also be under an obligation to ensure that the quality and other safety parameters which includes but is not limited to (i) that all the sponsored article(s) are properly sealed & free from any defects, (ii) manufacturing & expiry date and (iii) to ensure that the sponsored article(s) are consumable. (ii) Sponsor(s) hereby undertakes that it/ they will completely indemnify the Indemnified Parties\* in case any cost which includes payment of any type of damages, medical bills, compensation for loss of life or any unfortunate event, penalties, cost of defending any litigation matters filed against any of the Indemnified Parties or any other costs of whatsoever nature that the Indemnified Parties /are required / made liable to pay to any third party in connection with the consequences of consumption of the Sponsored article(s). \* Indemnified Parties shall mean KNC Service and includes its past, present or future parent, affiliated, related and/or subsidiary companies, corporations, joint ventures, successors and partnerships; and these entities' past, present or future directors, shareholders, officers, employees, agents, consultants, insurers, attorney, partners, accountants and representatives.

## Authorised Signature:

## Company Name & Seal: