

# TERMS AND CONDITIONS

## Definitions

1. The attached Registration Form and these terms and conditions [Conditions] [together the Contract] shall govern the relationship of the Exhibitor and the Organiser, CREDAI NCR [CN] regarding the Event referred to in the Registration Form.
- 2.1 All references to the "Exhibitor" shall include the signatory of the Registration Form, its directors, managers, employees, agents and representatives.
- 2.2 Terms defined in the Registration Form shall have the same meanings herein.
- 2.3 The following expressions shall have the following meanings "Exhibition Stands" means the exhibition stands to be erected on allocated sites at the Event and includes where the context permits, the rights of use which have been bought by the Exhibitor for the Event, "Event" means the exhibition title "CREDAI NCR Property Expo" ["CNPE"] due to be held at the discretion of the organizer. "CNPE Name and Logo" means the CREDAI NCR Property Expo logo and name.

## Exhibition Stands

3. A price list setting out the available Exhibition Stand rates and packages is attached hereto.
4. All forms and documentation for the Event must be submitted in accordance with CN's deadlines, failure to adhere to CN's deadlines will result in the Exhibitor paying an additional administration fee set by CN from time to time.
5. Any additional items other than those included in the Exhibition Stand package, such as designed stands, plasma TV and projectors must be arranged directly through CN's authorized handling agents in the city where the exhibition is held.
6. All bookings are subject to CN's approval. CN shall have full power to determine at its sole discretion in every respect the allocation and location of the Exhibition Stands and it shall be entitled for any reason which in its sole opinion is in the general interest of the Event to vary the general layout or the situation and area of any particular Exhibition Stand even if already allocated and the Exhibitor shall accept a new allotment of space in substitution of that originally allotted and shall not have the right to demand or receive a reduction in the Contract.
7. Organisers reserve the right to modify the layout of the stands and gangways.

## Price

8. The Exhibitor may design the Exhibition Stand and will be responsible for its own display advertising at the Event at its own cost. All display advertising exhibits and Exhibition Stand arrangements shall be appropriate to the subject matter of the Event in the sole opinion of CN and shall be aesthetic and of any local law, moral or custom and if in the opinion of CN the Exhibitor is in breach of this clause CN may direct the Exhibitor to rectify such breach and the Exhibitor shall immediately act accordingly.
9. If the Exhibitor elects to design his own Exhibition Stand, he must comply with all of the deadlines set by CN in relation to installing and dismantling the Exhibition Stand. No shipment or delivery of property of any kind will be accepted at the venue prior to the three days from the commencement of exhibition. The Exhibitor will observe and comply with the Rules and Regulations Operating Manual provided by the venue, a copy of which CN will supply to the Exhibitor prior to the Event,

## Intellectual Property

10. The Exhibitor shall not use the CREDAI NCR Property Expo ["CNPE"] logo and name without prior written consent of CN, which will only be granted once CN have received the full contract price.
11. Upon receiving written approval from CN, the Exhibitor will have the non-exclusive, limited right to use in accordance with the requirements and instructions of CN the CNPE logo and/or name to the extent required for the Exhibitor's marketing and advertisement material. The Exhibitor shall ensure that each reference to and use of any CNPE logo and/or name by the Exhibitor is in a manner from time to time approved by CN. The Exhibitor shall ensure at all times that all marketing and promotional material in relation to the Event is represented in such a way as to protect and preserve the high quality image associated with CN and the Event. The Exhibitor shall be prohibited from using the CNPE logo and/or name, any of the Event names or marks, or any confusingly similar marks, logos, names or symbols, in whole or in part, in relation to any event or product other than the Event. Rights in respect of the CNPE logo and/or name and any other marks, logos, names or symbols owned or used by CN in relation to the Event or the goodwill associated therewith.

## Payment

12. 100% within 7 [seven] days from the date of booking.
13. Payment shall be made in INR by telegraphic transfer or cheque payable to "CREDAI NCR" at par New Delhi, India.
14. Payments received after 7 [seven] days of invoice will be subject to 10% surcharge of the invoice amount.
15. Booking received less than 14 [fourteen] days of the Event will be subject to 25% surcharge of the invoice amount

## Breach

16. If the Exhibitor fails to pay the Contract Price, or any component thereof, at the prescribed time, CN reserves the right, after written notice to the Exhibitor, or its agent(s), as applicable, to cancel this Contract and CN shall in such event retain such components of the Contract Price already paid by the Exhibitor, if any.
17. In case of any breach or non observance of any of the Conditions by the Exhibitor, whether or not the Exhibition Stand has been occupied by the Exhibitor, CN shall have the full right to re-enter upon the allotted space and may remove and exclude the Exhibitor there from without prejudice to its right to recover all monies payable hereunder and any other damages sustained by CN, and all other claims it may have against the Exhibitor.

## Termination and Damages

18. CN reserves the right to cancel the Event without notice for whatsoever reason and save in the circumstances set out in Clause 26 below the Exhibitor will be fully refunded.
19. If the Exhibitor cancels its booking, or terminates this Contract, for any reason whatsoever after the prescribed date for payment of the Contract Price, liquidated damages will be payable by the Exhibitor to CN in accordance with Clause 20 below.
20. Cancellation charges equal to (i) 25% of the Contract Price will be levied if the Contract is cancelled by the Exhibitor more than 5 weeks prior to the Event, (ii) 50% of the Contract Price will be levied if the Contract is cancelled by the Exhibitor more than 3 weeks prior to the Event, (iii) 100% of the Contract Price will be levied if the Contract is cancelled by the Exhibitor more than 2 weeks prior to the Event or if the Exhibitor does not attend the Event.
21. In the event of the Exhibitor committing an act of bankruptcy or if a limited liability company being wound up, the Contract shall be terminated and all monies already paid shall be retained by CN.
22. The Exhibitor shall occupy the Exhibition Stand allotted to it by the Organiser of the Event. The Exhibitor shall be responsible for any problems if the Exhibitor fails to occupy the space by the allocated time prior to the opening of the Event. The Exhibitor shall leave the Exhibition Stand space in the same condition and repair as when the Exhibitor took the possession of the Exhibition Stand space.
23. Applications for space must contain details of the proposed advertising and the name of any other company represented by the Exhibitor whose products are to be shown on or whose services are to be referred to in or on the Exhibition Stand. The charge of the Exhibition Stand is exclusive of any applicable taxes or local government or municipal taxes all of which if any must be borne by the Exhibitor.

## Assignment

24. The Exhibitor may not assign, sublet or grant licenses in respect of any part of the Exhibition Stand allotted, nor may be shown in or on its Exhibition Stand. Only those products, services and companies mentioned on the Registration Form may be incorporated in the Exhibition Stand.

## Indemnity and Force Majeure

25. The Exhibitor will be totally responsible for the cost of restoring to its original condition any part of the Exhibition Stand or structure occupied by them which has been altered or damaged in any way.
26. The Exhibitor shall be responsible for the Exhibition Stand and its content, as well as the persons and property of its employees and/or representatives, and CN shall not be responsible for loss or damage to property, or injury or death, of the Exhibitor or tempest, lightning, national emergency, civil unrest, war, labour disputes, lockouts, explosions, Acts of God and general cases of force majeure whether or not ejusdem generis with the foregoing or any cause not within CN's control or for any loss or damage sustained in the event that the opening or holding of the Event is prevented, postponed or abandoned, or if that hall becomes totally or partially unavailable for the holding of the Event due to any of the foregoing causes. The Exhibitor shall indemnify and hold CN safe and harmless from all loss and damage to property, and injury or death to person, all for the Exhibitor's portions of the Exhibition Stand and for any loss or damage to the Exhibition Stand. The Exhibitor is advised to take out insurance cover for the purpose of indemnifying CN as aforesaid and also to cover itself against all risks in respect of which CN is expressed not to be responsible in these conditions. For the avoidance of doubt, the Exhibitor must obtain its own insurance to cover its Exhibition Stand.
27. In no event shall the Exhibitor have any claim for damages of any kind against CN in respect of any loss or damage consequent upon the prevention or postponement or abandonment of the Event by reason of the happening on any of the events referred to in Clause 26 above or otherwise or if the venue becomes wholly or partially unavailable for the holding of the Event for reasons beyond CN's control and CN shall be entitled to retain all sums paid by the Exhibitor or such part thereof as CN shall consider necessary.
28. The Exhibitor shall hold CN safe and harmless from all loss and damage suffered by or arising out of any act of default of any servant, agent, employee, subcontractor or guest of the Exhibitor.
29. The Exhibitor shall not without the written consent of CN display, exhibit or bring into the Event any explosives or dangerous material or any such which may cause noxious fumes or which make use of display of any materials which may involve a danger to the health or safety of any person. The Exhibitor shall indemnify CN against any loss or damage arising out of a breach of this clause.
30. The Exhibitor shall be responsible for the actions and behaviour of its employees and/or representatives, and shall that its employees and/or representatives do not interfere with the enjoyment of the Event by any third parties. The Exhibitor shall cause to be removed from the Exhibition Stand and the Event any employee and/or representative who in the sole, but reasonable, discretion of CN causes a nuisance to third parties attending the Event, and such employee and/or representative shall be barred from future entry to the Event and the Exhibition Stand.

## Amendments

31. CN reserves the right to alter, add to, or amend any of these.

## Governing Law

32. All claims and disputes shall be settled in accordance with the laws of the India, and the parties submit to the exclusive jurisdiction of the courts in New Delhi.
33. All communication should be addressed to: CREDAI NCR

## Undertaking

34. Violation of the undertaking may attract disciplinary action by the Governing Council of CREDAI NCR.