



## GENERAL CONDITIONS:

1. In these conditions the term Exhibitor means the signatory of this application and includes all employees or agents of the organization and the term "The Organizers" and "Promoters" means quickmarc.
2. When payment for space is not made when due the organizers reserve the right to charge interest on any overdue amounts at 15%. Any loss incurred by the organizer arising thereon must be paid by the Exhibitor.
3. Applications for space must contain details for the proposed exhibit and the names of any other company represented by the Exhibitor whose products are to be shown on or whose services are to be referred to on the stand.
4. The charge for space is exclusive of service charge and taxes. It is based on current rates of pay, rent, charges and exchange and will be subject to alteration in the event of any change therein. A notice signed by the organizers and sent by recorded delivery to the address on the application form shall be sufficient notice of such amendment to the contract which shall otherwise remain binding in all respects.
5. The organizers shall have full power to determine in every respect the allocation of area and position of space and they shall be entitled for any reason which in their sole opinion is in the general interest of the Exhibition to vary the general layout or the situation and area of any particular stand even if already allotted and the Exhibitor shall accept such new allotment of space in substitution of that originally allotted.
6. Upon receipt of this form a contract shall arise between the Organizers and the Exhibitor in terms of these conditions subject to variation as mentioned and the relationship of licensor and licensee shall immediately arise and continue between the organizers and the Exhibitor. In case of nonpayment of any sum due or any breach of non observance of any of these conditions by the Exhibitor the organizers shall have full right to revoke his license and to re-enter upon the allotted space and may remove and exclude the Exhibitor without prejudice to recovering all monies payable hereunder, all other claims against him and damages sustained by the organizers.
7. Every Exhibitor shall occupy the space allotted by 10.00 pm on the day prior to the opening of the Exhibition. In the event of default from any clause whatsoever the Exhibitor shall pay to the organizers a further sum in liquidated damages equal to the total charge for the space and the organizers shall have the right to deal with the space in any way they think best.
8. In the event of any Exhibitor committing an act of bankruptcy or if a limited company being wound up the contract with him shall be determined and all monies already paid shall be retained by the organizers.
9. Exhibitors may not assign, sublet or grant licenses in respect of any part of the space allotted to them nor may display advertisements of firms who are not incorporated in the stand.
10. Exhibitors will be totally responsible for the cost of restoring to its original condition any part of the land or structure occupied by them which has been altered or damaged in any way.
11. Exhibitors will be totally responsible for the obtaining of visas as may be required to enable them, their servants, agents, representatives, invitees, or others to attend the Exhibition and in no event shall there be any claim for damages or otherwise against the Organizers in respect of any loss or expense relating thereto.
12. The Organizers will not be responsible for the safety of any Exhibitor, property of any Exhibitor, or any other person, for the loss of, or damage, or destruction to same, by theft, or fire, or other cause whatsoever, or for any loss or damage whatsoever sustained by any Exhibitor, by reason of any defect in a building caused by fire, storm, tempest, lightning, national emergency, war, labour disputes, strikes or lockouts, civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organizers, or for any loss or damage occasioned, if by reason of the happenings of any such event, the opening of the Exhibition, is prevented or postponed, or abandoned, or a building becomes wholly or partially unavailable, for the holding of the Exhibition. The Exhibitor will not be liable for third party claims arising from their own stand fittings, and for their proportion of the shell scheme and furthermore, for physical loss or damage of the basic shell scheme thereof to any extent available.
13. In no event shall the Exhibitor have any claim for damages of any kind against the Organizers in respect of any loss or damage consequential upon the prevention, or postponement, or abandonment of the Exhibition, by reason of the happening of any of the events referred to in Condition 13 or otherwise, or of the Exhibition Building becoming wholly or partially unavailable for the holding of the Exhibition, for reasons beyond the Organizers control, and the Organizers shall be entitled to retain all sums paid by Exhibitors, or such part thereof as the Organizers shall consider necessary. If in the opinion of the Organizers, by re-arrangement or postponement of the period of the Exhibition, or by substitution of another hall, or building, or any other reasonable manner, the Exhibition can be carried through, the contracts for space shall be binding upon the parties, except as the size and position, as to which any modification, substitution, or rearrangement they consider necessary shall be determined by the Organizers.
14. Stands must be properly manned and exhibits displayed during all the time the Exhibition is open to visitors. No exhibits may be removed before the end of the Exhibition without the written permission of the Organizers which will only be given in exceptional circumstances. All exhibits and stand fitting materials must be removed from the Exhibition Building within the period stipulated by the Organizers. The Exhibitor shall indemnify the Organizers against any loss by reason of delay or damage to the Exhibition Building.
15. The Organizers reserve the right to make an additional charge to each Exhibitor equal to any amount charged to them for any services supplied whether specifically ordered or not. The Organizers accept no responsibility for breakdown or failure of any of the services provided for, or in connection with, the Exhibition.
16. Breach of Contract and Withdrawal by the Exhibitor - Without prejudice to the rights and remedies of the Organizers in respect of any breach of the Contract on the part of the Exhibitor the Organizers may at their discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions.
17. No Cancellation of stall will be entertained in any circumstances & no refund of payment can be claimed by exhibitors.
18. The rates offered are based on the quantum of business and number of years of association. The exhibitor must maintain the confidentiality of the rates offered to him at all the times.
19. The disclosure of the rates, verbal or written, to any other person shall result in the breach of contract and the organizers reserves the right to take necessary action as they deem fit in the best interest of the exhibition
20. The Organizers reserve the right to alter, add to, or amend any of these Conditions or not, the decision of the Organizers shall be final. No alternation, addition, amendment, or waiver to or of these Conditions shall operate to release any Exhibitor from his contract.

## 21. OCCUPATION COMPLETION OF SITE

- 21.1 The Exhibitor undertakes to have the display ready before the opening of the Exhibition.
- 21.2 IN NO CIRCUMSTANCE WILL THE EXHIBITOR BE PERMITTED TO ERECT OR OCCUPY BOOTH OR SITE, IF THE PARTICIPATION FEE HAS NOT BEEN PAID IN FULL. Should an Exhibitor be prevented from occupying his site for this reason, all participation fees paid shall be forfeited, and the balance of the participation fee shall be recoverable forthwith by the Organizers as agreed, as liquidated damages. The Organizers shall be entitled to utilize the site which had been allotted to such Exhibition in such manner as the Organizers shall think fit, and to recover from the Exhibitor any expenditure incurred in so doing.
22. CLEARANCE CERTIFICATE: All Exhibitors are required to authorize an official from their organization to take possession of their shell/raw space, and furnish an indemnity Bond against damages and outstanding dues. They are also required to obtain a Clearance Certificate from Site/Hall Managers Office on set-up day. The Hall Managers are authorized to refuse permission to any Exhibitor from occupying his stall/site if he is unable to produce the Clearance Certificate.  
  
AUDIO – VISUAL EQUIPMENT AND DEMONSTRATION - The use of sound systems is permitted, provided that the sound is directed into the participant's exhibit, space, and that the sound is not objectionable to neighboring exhibitors, in the sole judgment of Organizers to do so may result in immediate eviction of the participants from his exhibit space or such other remedies as Organizer deem appropriate. Organizers do not plan to provide any live or taped music during the exhibition. Any exhibitor planning to play any live or taped music in its booth must first notify Organizers in writing. Further, Organizers reserve the right to charge back to those exhibitors playing music any fees or other charges they are called upon to pay.
24. COMPETITION: No Competitions or the like may be held without the written consent of Organizers.
25. FAILURE OF SERVICE: Organizers will use their best endeavors to ensure the supply of the services from the Landlords and of those mentioned in the Exhibitor Kit, but they shall not incur any liability to an Exhibitor for any loss or damage, if any such services shall, wholly or partially, fail to cease to be available, nor shall the Exhibitor be entitled to any allowance in respect of charges due or paid.
26. Conditions of Payment: The Participation fee shall be paid by the Exhibitor as follows: 50% upon signing of Contract by the Exhibitor. The full balance payment shall be paid positively at least 90 days before the first day of the event.
27. Services provided: Each stall will be provided with three spot lights, one plug point, one table and 2 chairs. Any extra lighting will be charged for. While overall cleaning of the exhibition hall will be the responsibility of the Organizers, the participants will be responsible for keeping their stalls/s clean and in good order at all times. Arrangements will be made for providing general round-the-clock security. However, the Organizers will not be responsible for theft, pilferage, loss or damage of any materials, goods or properties belonging to the individual participant any time before, during or after the exhibition, for any reason or cause whatsoever.
28. Safety: Any machinery in motion capable of causing injury or death to either person or property must be installed in such a way so as to provide full protection against claims, damages, costs, charges, expenses, Demands and legal action of any kind arising from injury or damage caused by such machinery. No inflammable material is to be stored at the site.
29. Particular attention is drawn to the relevant Safety Standards which must be strictly observed for any exhibits involving lasers or radioactive material, or which might provide noxious fumes or which make use of or display any other materials which may involve a danger to the health or safety of any person. No such materials may be brought into the Exhibition without the prior agreement in writing of the Organizers and also the Exhibitors or person responsible agreeing to indemnify the Organizers against any claim or actions arising from the use or display of such materials.
30. An Exhibitors Manual will be issued to each Exhibitor containing detailed instruction for the organization of the Exhibition. Further rules and regulations will be found therein and shall be deemed to form part of this contract and shall be binding on the Exhibitor. Additionally, the Organizers may at any time make further rules and regulations, having immediate effect, in relation to any aspect of the Exhibition.
31. All disputes arising in connection with this Agreement shall be finally settled by a Sole Arbitrator, to be appointed by the Organizers, under the provisions of Indian Arbitration and Conciliation Act 1996. The place of the arbitration shall be Vadodara. Only the Courts at Vadodara shall have jurisdiction.
32. The Organizers will not be responsible for any infringement claim / action against the exhibitor.
33. The Exhibitor upon signing of this contract form fully realizes and agrees to QUICKMARC being a trade show (Business Show) and therefore also agrees to the fact that children below the age of 16 years are not allowed to visit the show, this hold for children of Visitors & Exhibitors.
34. In case any Exhibitor wishes to take prior possession of their booth space, i.e. prior to the set up time allotted by the Organizers, it is the sole responsibility of the Exhibitor to contact the landlords of the venue and arrange for the same. The Organizer will not play a role in the arrangements of the same. Upon signing of this contract, the Exhibitor agrees to not pressurize the Organizers in any which way for additional set up time. The organizers have no objection to the exhibitor contacting the landlord of the respective venue for any arrangements they wish to make internally. The Exhibitor, upon signing of this contract, also agrees to not hold back any funds due to the organizers under the pretext of securing additional days for set up.
35. All exhibitors need to have insurance of their goods, exhibits and third party insurance during the exhibition.
36. The Organizer is not responsible for taxation (VAT/Octroi/Excise/Customs etc) or any other liability of any sale or commercial transaction made by Exhibitors during the exhibition.
37. Organizer, shall have a right over all the photographs, the shoots (including but not limited to the shoots for the exhibitors products / services which may also include the model for the shoot), product pictures, profiles, brands ("Items") submitted by the exhibitor to the Organizer. Further the Organizer has the right to use the said Items as mentioned above for the promotion of Organizer forthcoming events, exhibitions, conferences and trade fairs at various places, for marketing the products and services of its clients and for any other promotional activities or otherwise as considered fit by the Organizer. Further, the exhibitor agrees to indemnify Organizer against any liability which may accrue to the Organizer including but not limited to claims, demands, notices, suits, proceedings made, served, instituted and/or pending by or against the exhibitor/ Organizer as a result of using the Items for the abovementioned purposes. All Communications to be addressed to.

**Quick marc**

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**(Authorised Signatory)**

with Company Seal  
(Terms and Conditions above have been read, understood and accepted)