

TERMS & CONDITIONS

A. GENERAL CONDITIONS FOR STAND STRUCTURE AND DISPLAY

1. All manufacturers, dealers and distributors of all goods and services coming under the purview of the "Profile of Products" may participate at Tradefairs organised under the aegis of Universal Expositions Ltd. hereafter referred to as "the Organisers", subject to their making the payments due and their adhering to the terms and conditions set out below.
2. The rentals charged are clearly differentiated on the basis of whether the stall structure is to be provided or not. No structure will be provided unless clearly specified and duly paid for.
3. The maximum height for the stand structure may not exceed 3.5 metres. A stand constructed on raw space allotted by the Organisers, must comply with the dimensions of the space allocated.

The general fitting and arrangement of the stand is left to the devices of the exhibitor, but should be appropriate to the event in question viz. the specific nature of the Tradefair, as set out in the "Profile of Products / Exhibitors".

4. In all cases, the exhibitor company name should be clearly visible in each stand. However, the exhibit of one stand/participant/company MAY NOT in any way, means of form obstruct or otherwise disturb the display of any other exhibitor company display, or that of the Organiser, in the common areas of the exhibition venue.
5. Hall pillars and other such permanent structures or fixtures may be situated within the exhibition hall, and within the space allocated to exhibitors. Any projecting, or overhanging parts, pillars, installation connections or other permanent internal fittings in the stand space DO NOT entitle the participants to any reduction in the stall costs or any other participation fees or to any other reductions, reimbursements or special negotiations.

B. GENERAL CONDITIONS OF PARTICIPATION

6. All stalls will be allotted on a "First come, first served" basis. This will be done only on receipt of the confirmation of stall booking, in writing, along with the advance payment of 50 per cent of the stand cost, paid by bank draft or at par cheque.
7. Payment of the total dues towards stand booking costs, insertions in the Tradefair Catalogue and Directory, and any other services that may be requested by the participant, and that are invoiced must be paid by the dates stipulated in the "Rules and Regulations" schedule that is a part of the Exhibitor Manual. Non-compliance with this, will involve substantial penalties, upto and including forfeit of all moneys paid.

8. Participation at the fair involves certain activities to be carried out by the participant. These include application for all services (including allocation of space, listing in the directory, advertising in the directory etc.) which are to be requisitioned using the designated proforma which are contained in the information brochure, and are to be accompanied by the designated payments (where applicable). Forms which are sent without the payment will be deemed to be incomplete, and NO ACTION will be taken on these.

9. Transfer of stand / contractual obligation. The contractual agreement made between the Organiser and the Exhibitor is non transferable, without the specific written consent of the Organiser. This means that the original entrant into the contract to participate at the tradefair, MAY NOT transfer his stand space or sell it, or sub-contract or rent the space to any other individual or organisation without the specific written consent of the Organiser. Similarly, the entries in the exhibition directory and guide are also non-transferable, without the specific written consent of the Organiser.

N.B. All stands / space are allotted to a specific exhibitor (i.e. the original entrant into the contract with the organiser) whose name shall be clearly displayed on the facia and elsewhere in the stand. The display or promotional material of dealers / retailers / any other company or entity (such as banners or posters) shall not be dominantly or prominently displayed, other than brochures / pamphlets of the designated exhibitor company which may include and set out the names and contact data of such dealers / distributors / franchises etc. In the event that this rule is contravened, it shall be treated as a joint participation and subject to a penalty in the amount of 15% of the total stand cost for each extra exhibitor - for which the original entrant into the contract with the organiser, will be held responsible.

C. PAYMENTS / REMITTANCES

10. All payments are to be made by cheque or bankers draft / demand draft / USD draft / inter-bank transfer only. All outstation remittances may be made by bankers draft / demand draft or be remitted directly to the bank account of the Organiser or, where stipulated, of their publicity agency. The Organisers offer the facility of a direct inter-bank remittance, whereby funds in the amount of the total moneys due, are transferred directly from the bank account of the Exhibitors to that of the Organisers. Further relevant details are available at Universal Expositions Ltd., on request.

11. Remittance to be made in favor of :

- a. " Universal Expositions Ltd." for Index Kitchen & Bath, Index Light, Index Office, Index Contract.
- b. "Index Furniture Pvt. Ltd." for Index Furniture.
- c. "Index Interfurn Pvt. Ltd." for Index Interfurn. designated and specified by the organisers.

All action on stand booking, printing of data in the Exhibition Catalogue etc. will only be taken after the moneys due are credited to the above mentioned account/s.

D. SMOOTH OPERATION OF THE FAIR

12. The Organiser is entitled to demand that participants remove any exhibits from their stands, which through their odour, noises, other emissions, or appearance, could constitute a considerable disruption to the smooth operation of the event.

The exhibitor shall ensure that all demonstrations, interviews, playing of promotional music or audio-visual material is kept at a low level, such that the smooth functioning of the fair is in NO WAY disturbed, and the business of the neighbouring stands is not affected in any way.

13. No participant may construct their booth or stand such that the ventilation, or essential services (water, electrical cables and wiring, fire hoses or other equipment) or any of the emergency exits of the venue is obstructed in any way.

14. Participants may not use any of the common areas (lounge, cafe, pathways and gangways, pillars etc.) for any display or exhibit, and the Organiser is within his rights to remove such materials, if they are not removed from such spaces after one intimation to the participant, by the Organisers. Aisles MUST at all times be kept clear of material for the passage of Visitors.

Similarly, the distribution of any and all promotional material such as pamphlet, brochures, special schemes and offers etc. must be confined to the allotted and paid up stand space of the exhibitor, and may not be conducted in any of the common areas or any other space of the fair.

15. Direct sales. In view of the professional nature of the tradefair, the direct sale and open labeling of exhibits, samples and other merchandise, is not permitted.

No unauthorised commercial activity, in particular the offering or sale of any goods and services on display at the venue, is permitted by the Organisers.

16. No unauthorised or illegal activity (as defined by the Indian Penal Code) is permitted. Any one, whether participant, or part of the client entourage or visitor found indulging in any such activity or in way disturbing the smooth functioning of the tradefair, by any means or behavior, will be removed from the premises, and handed over to the relevant authorities. Should the problem be caused by an exhibitor / participant, and persist on more than one occasion, the Organiser is within his rights to close down that stand and / or booth and remove the offending party, with no obligation to reimburse the monies paid on account of the stand.

E. SECURITY

17. For the general security and protection of the participants and the goods on exhibit, stand construction personnel will be issued passes by the Organisers. These will be valid only on the two days prior to the exhibition and the day after the exhibition, to facilitate the construction and dismantling of the stall structures. The executives on duty at the stands will be issued Exhibitors identity badges for the security and smooth running of the exhibition. All such badges will be given to the participants along with their exhibitor's kit, in the numbers stipulated by the Organisers. (This will be based on the size of stand allocated to the participant).

18. The exhibitor will assume responsibility for the care and maintenance of the exhibition venue and take care that the floor, walls, beams, and pillars, lifts / elevators, and all stall shell structures are well cared for during the period of rental to the Exhibitor.

19. Further, the Exhibitor shall ensure that no flammable or hazardous materials be kept in the exhibition premises by the Exhibitor, or any employee or accompanying person attached to his stall / organisation.

20. The Exhibitor shall ensure that during the time of stall decoration or movement of goods to and from the exhibition venue, the stand structure or any parts of the exhibition venue be it walls, floor, beams, pillars, elevators or any other structure are not damaged or defaced in any way. The Exhibitor shall agree to follow the instructions of the Organiser or their representatives, which may be given from time to time, for the maintenance and safety of the exhibition venue and all within.

21. Further, should witting or unwitting (accidental) damage be caused to the venue or to the stand structure, or to any other part of the tradefair, by the Exhibitor, or any of their representatives or accompanying persons, then the Exhibitor is liable for the full extent of the amounts due as damages to be paid to the Organisers.

F. LIABILITIES AND RESPONSIBILITIES

22. While the Organisers Universal Expositions Ltd. will, to the best of their ability, be responsible for the safety and security of the persons and products at the exhibition venue, they will not be held liable in the event of loss to life or property, or to any damage to persons or materials at the exhibition site or around it in the event of circumstances beyond their control. This involves circumstances such as acts of God, force majeure, riot, war, natural calamity, such as floods, drought, fire, earthquake, storm or typhoon, epidemic, explosions, accidents, strikes or lockouts, civil unrest, industrial dispute, embargoes, any state of political unrest such as bomb blasts, arson etc. or any other such event or circumstance that renders it impossible for the Organiser to fulfill his obligations under this contract. In addition, in the event of cancellation / postponement of the fair, due to circumstances beyond the control of the Organiser, (as set out above) the Organiser shall not be liable for reimbursement of the moneys paid by the Exhibitor. However, in the event that the Organiser shall hold a comparable event in the same city, the Organiser shall make every effort to provide the said exhibitor with an equivalent or comparable space in this subsequent event.

23. The Organiser does not assume any obligation to exercise any special care of exhibits, stand fittings or objects which are the property of the stand personnel. Any liability for damage and missing items is excluded in as far as the risks can be insured. Similarly, the Organiser will not be held liable for any damages on the basis of willful or gross negligence. It is the recommendation of the Organiser that adequate insurance coverage is taken by the Participant.

24. The Organiser will make adequate security arrangements during the tradefair, however, the Organisers shall not be liable for any loss or damage to the Exhibitors equipment or property, arising out of any reasons whatsoever.

25. Should any of the property of the Organiser, or any other materials that the Organiser is responsible for, be damaged by the Participant, or any representative from his company, including the temporary staff or other third parties acting on behalf of the Participant at the exhibition premises, then the Exhibitor / Participant will be held liable for these damages.

26. In the event that the Participant has violated one or more of the terms and conditions laid out in this booklet, and it falls to the Organiser to attach some or all of the products exhibited, requests for compensation, or any claims for reimbursement by the exhibitor will not be entertained under any circumstances whatsoever.

27. Any verbal agreements made outside the framework of the written contract are not valid, until they are confirmed in writing, on the proforma designated.

G. DOMICILIARY RIGHTS OF THE ORGANISER

28. The Organiser exercises domiciliary rights throughout the entire exhibition complex. The Organiser is entitled to have exhibits removed or moved from view, if their display contravenes statute law or good morals or is not in keeping with the event programme. Promotion of ideological and political or religious ends is prohibited.

29. The Organiser reserves the right to change or otherwise reorganise the floorplan and layout for the larger benefit of the tradefair. However, wherever possible, the Organiser will attempt to allocate the requested position to each participant.

30. The Organiser reserves the right to reorganise or re allocate such stands that may be unoccupied at the time of the inauguration function. This includes those stands / booths that have been booked and paid for at the time of the inauguration.

31. Period of Limitation. All claims against the Organisers resulting from the contractual relationship, and all legal circumstances connected with it, come under the statute of limitations within 2 months from the date of conclusion of the fair.

32. Place of Jurisdiction. The place of fulfillment and jurisdictions is deemed to be Mumbai, India. The Organiser is also entitled to lodge its claims at the location of the exhibitor's place of business or branch office, thereof.

All legal relationships are subject to the Laws of the Republic of India, and to the terms and conditions of the Organiser, which are hereby set down in this document.

33. Schedules and punctuality. All stall decoration and renovation MUST be completed or STOPPED before the inauguration function of the tradefair. ON NO ACCOUNT IS THIS TO BE VIOLATED.

34. The exhibitor MUST ensure that the stand/booth is vacated and vacant possession given to the Organiser 24 hours from the time of conclusion of the tradefair, as stipulated in the "Rules and Regulations" schedule, that is a part of the Exhibitor Manual.

The Organiser will not be in anyway liable for the security of the Exhibitors property after that time.

THESE TERMS AND CONDITIONS ARE STRICTLY BINDING ON ALL PARTICIPANTS AT THE TRADEFAIRS ORGANISED BY UNIVERSAL EXPOSITIONS LTD. THE ACT OF APPLICATION FOR PARTICIPATION AT SUCH FAIRS DENOTES AND IMPLIES COMPLIANCE WITH THESE TERMS AND CONDITIONS.



UNIVERSAL EXPOSITIONS LTD.

401, Sanskriti Park, Commercial Block,
50 B, Mahakali Caves Road,
Andheri East,
Mumbai - 400 093, India

T : 91-22-28302870 / 28302871
F : 28216140
E : marketing@ueindia.com
W: www.ueindia.com

