

K AND D COMMUNICATION LIMITED

206, 2nd Floor, Harmony Icon, Near Baghban Party Plot, Thaltej-Hebatpur Road, Thaltej, Ahmedabad - 380059, Gujarat, India.

PHONE : +91-9909041613 , 9909041618 | E-mail : admin@kdclglobal.com | URL : www.kdclglobal.com

Dear Sir,

We wish to solicit our participation in **9th RAJKOT MACHINE TOOLS SHOW** to be held from 25th to 28st September, 2024 at the N.S.I.C. Ground, Aji GIDC, 80 Feet Road, Rajkot, Gujarat, INDIA. We acknowledge explicitly that we have read, understood and accepted the TERMS AND CONDITIONS attached herewith. We hereby undertake to fully comply with them.

FOR OFFICE USE ONLY

Confirmed by: Code: Confirmed on: Date of Receipt:

EXHIBITOR DETAILS

Company <input type="text"/>					
Address Line1 <input type="text"/>		Address Line2 <input type="text"/>			
Area <input type="text"/>	City <input type="text"/>	Pin/Zip <input type="text"/>	State <input type="text"/>	Country <input type="text"/>	
Phone <input type="text"/>	E-mail <input type="text"/>		Website <input type="text"/>		
Contact Person 1 <input type="text"/>		Contact Person 2 (for Exhibition) <input type="text"/>		Accounts Person <input type="text"/>	
Desig. <input type="text"/>		Desig. <input type="text"/>		Desig. <input type="text"/>	
Mobile <input type="text"/>		Mobile <input type="text"/>		Mobile <input type="text"/>	
Email <input type="text"/>		Email <input type="text"/>		Email <input type="text"/>	
Facia Name - Max. 24 Characters <input type="text"/>					

EXHIBITION PARTICIPATION APPLICATION

SHELL SCHEME (min. 9 sq. m.)
USD 300 per sq. m.

BARE SPACE (min. 36 sq. m.)
USD 275 per sq. m

Shell Scheme includes a pre-fabricated stall with carpet, table, chairs, spotlights and electricity for stall lighting.

Electricity for live operation of Exhibits is at extra cost. See next page for Shell Scheme facilities based on area booked and rates of electricity.

Bare Space Participants will be responsible for the design, construction and furnishing of their stall.

Electricity for stall construction, stall lighting and live operation of exhibits is at extra cost. (See next page for rates).

* 25% booking amount is compulsory along with this contract form.

* Shell to Bare - Working Power will be applicable.

* Management reserves the right to add or reduce Facilities.

We are Manufacturers Sales/Trading Company Service Company Others

Hall No.: Stall No.:

Stall Size (sq. m.)	Total (sq. m.)	@ Rate Per sq. m.	Amount USD
<input type="text"/> X <input type="text"/>	= <input type="text"/>	X <input type="text"/>	= <input type="text"/>

Premium Position Rates : % =

Applicable only for BARE SPACE :

Working Power (1 Hp) =

Stall Lighting (2 Hp) =

Amount Before Tax =

Out of Gujarat + IGST % =

Amount After Tax =

NET PAYMENT =

Premium Position Rates

- 2 sides open - 15% Extra
- 3 sides open - 25% Extra
- 4 sides open - 30% Extra

GST No :

Note: The Invoice will be raised only in the name of the Company corresponding to the GST No.

Company Stamp & Signature

* For payment details and booking amount see next page.

SHELL SCHEME FACILITIES

Area (sq.m.)	Table	Chairs	Spot Lights	5A Plug Point	Exhibitor Badges	Waste Basket	Name Fascia	Carpet	Invitation Cards	Additional Furniture
9 to 16	1	2	3	1	3	1	Max. 24 Character One side	As Per Area	250	Available with extra charges
18 to 25	2	4	6	2	6	1			250	
27 to 35	3	6	9	3	9	1			250	
36 or 36+	4	8	12	4	12	1			250	

SHELL SCHEME includes a pre-fabricated stall with company name on fascia, carpet, one dustbin and 250 invitation cards. Other facilities are as per area booked as shown in the table above. Three phase Electricity for live operation of exhibits during exhibition will need to be ordered at extra cost.

BARE SPACE Participants are responsible for the design, construction and furnishing of their stall. Electricity for stall construction before exhibition, stall lighting and live operation of exhibits/machinery during exhibition will need to be ordered at extra cost.

Order for Electricity is only accepted through online 'Additional Services' form accessed after Exhibitor Login on www.kdclglobal.com

EXTRA FACILITIES		DOMESTIC
Electricity	Before exhibition for stall construction (single phase; min. 1 HP)	USD 75 per HP
	During exhibition for stall lighting (single phase; min. 2 HP)	USD 100 per HP
	During exhibition for live operation of exhibits (three phase)	USD 100 per HP
Compressor	3 CFM/100 psi	USD 315 per connection
	6 CFM/100 psi	USD 400 per connection
	10 CFM/100 psi	USD 500 per connection

* Taxes extra as applicable on all rates mentioned

ELECTRONIC TRANSFER OF FUNDS

INR Account: Bank: HDFC Bank Ltd. HDFC Bank, Navrangpura, Ahmedabad-380 009, Gujarat Account Name: K AND D COMMUNICATION LIMITED Account No.: 000 6232 000 9887 RTGS/NEFT IFSC No.: HDFC0000006 Micr Code : 380240002 Pan No. : AABCK6913A	USD REMITTANCE DETAILS Beneficiary Name : K AND D COMMUNICATION LIMITED Beneficiary Account Number : 000 6232 000 9887 Bank Swift Code : HDFCINBBXXX Corr Bank Address : HDFC BANK LTD. NAVRANGPURA, AHMEDABAD-09
GSTIN. : 24AABCK6913A1Z3	SAC CODE : 998596

PAYMENTS DETAILS

Booking Amount : 50% at the time of confirmation - Balance before 25- Aug -24.

Delayed payment charges after due date **USD 100** per sq. m. per week.

All payments are to be made in favour of K AND D COMMUNICATION LIMITED payable at Ahmedabad only.

Amount **USD**

Bank Name Date

Branch Cheque/D.D.No.

City

PAN No.

We declare that this application, when approved by the Organizer, shall constitute, together with the TERMS AND CONDITIONS attached herewith, a valid and legally binding contract. We have read, understood and accepted these TERMS AND CONDITIONS and hereby undertake to fully comply with them. We also hereby undertake to comply with the guidelines laid down in the EXHIBITOR'S MANUAL to be given at a later date as well as any other SUPPLEMENTARY REGULATIONS/INSTRUCTIONS for the Exhibitors issued by the Organizer from time to time.

Authorized Person _____ Designation _____

Signature _____ Date _____

Company Stamp _____

IMPORTANT DATES / DEADLINES

For Full Payment	25 Aug '24
For Submission of Stall Drawing & Mock-up to scale	01 Sep '24
For Submission of Information for e-Directory, Exhibitor Badges, Fascia Name; For Order of Additional Services like Electricity, Compressed Air and Water; For Download of Stall Allotment Letter / Certification of Participation etc. (Only online order accepted for the above after Exhibitor Login on website)	01 Sep '24
For Entry of Large Exhibits / Machinery	5 pm on 23 Sep '24
For Completion of Stall Setup	5 pm on 24 Sep '24
For Completion of Stall Dismantling (starting from 6 pm on 28 Sep '24)	8 am on 29 Sep '24

STALL POSSESSION

Bare Space	From 22 Sep '24, 10 am to 6 pm
Shell Scheme	From 23 Sep '24, 10 am to 6 pm

CANCELLATION CHARGES

- 50% of total Participation Charges on cancellation before 25 Apr '24
- 75% of total Participation Charges on cancellation from 25 Apr '24 to 25 Aug '24
- No cancellation will be accepted after 25 Aug '24

FORTHCOMING EXHIBITIONS

Please send me more information about the following trade fairs. Check all boxes that apply.







E- News

- I consent to **K AND D COMMUNICATION LTD.** and their subsidiaries to message or email me information on the trade fairs listed above on email address I have provided. I also consent to **K AND D COMMUNICATION LTD.** to contact me by email in the event of any queries. I understand that I can revoke this consent at any time.

Authorized Person _____

Signature _____

Designation _____

Date _____

1. **TERMS OF REFERENCE:** In these Terms and Conditions, the following definitions shall apply: -

Application Form" shall mean the Application Form overleaf as well as these Terms and Conditions of Contract. "Organizer" shall mean KAND D COMMUNICATION LIMITED named as the Organizer of the Exhibition in the Application Form. "Exhibitions" shall mean 9th RAJKOT MACHINE TOOLS SHOW 2024 to be held from 25th to 28th September, 2024 at the N.S.I.C. Ground, Aji GIDC, 80 Feet Road, Rajkot, Gujarat, INDIA. "Exhibitor" shall mean the company or person applying to participate as an Exhibitor in the Exhibition. "Representatives" shall mean the employees, servants, agents, Contractors, sub-Contractors and all other representatives of the Exhibitor. "Contract" shall mean the Contract established between the Exhibitor and the Organizer upon the Organizer's acceptance of the Application Form of the Exhibitor to participate in the Exhibition upon these Terms and Conditions herein. "Exhibition Space" shall mean any space in the Exhibition Venue licensed to the Exhibitor by the Organizers for the purpose of the Exhibition under these Terms and Conditions and shall include pre-fabricated stalls under Shell Scheme, Indoor Bare Space within the Exhibition halls and a Mezzanine Floor where specially allowed. "Participation Charges" shall mean the amount payable by the Exhibitor for use of the Exhibition Space as specified by the Exhibitor in the Application Form. "Exhibition Venue" shall mean the Exhibition centre / venue named in the Application Form or such other venue as may be selected by the Organizer under Clause 6. "Exhibition Venue Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Venue. "Venue Regulations" shall mean the rules and regulations of the Exhibition Venue Operator for the time being applicable to, amongst others, Exhibitors at the Exhibition Venue. "Exhibitor Manual" shall mean the manual supplied by the Organizers to the Exhibitor which contains information and regulations relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time). "Supplementary Regulations" shall mean the regulations/instructions for the Exhibitor, (apart from those in these Terms and Conditions herein and in the Exhibitor Manual), issued from time to time by the Organizer for the smooth management of the Exhibition.

2. **APPLICATION:** The Exhibitor should apply in the prescribed Application Form overleaf, duly filled and signed, and accompanied with an advance payment for the Exhibition Space applied for. Incomplete Application Forms and those without advance payment will not be considered. With the submission of the Application Form, the Exhibitor enters into a Contract with the Organizer and agrees to participate in the Exhibition and to abide by all the Terms and Conditions in this Application Form, the Venue Regulations applicable to Exhibitors, the regulations/instructions in the Exhibitor Manual to be given later as well as those in the Supplementary Regulations issued by the Organizer from time to time for efficient management of the Exhibition. With the submission of the Application Form, the Exhibitor hereby confirms that it has the full legal authority and freedom to sign the Application Form, enter into this Contract and participate in the Exhibition. That it is not bound by any other existing legal obligation that would restrict it from doing so and that it is in compliance with all laws of the land and shall continue to be so during participation in the Exhibition. Submission of the Application Form by the Exhibitor or acceptance thereof by the Organizer bestows no legal right of participation to the Exhibitor. The Organizer at its sole discretion may refuse acceptance of any Application Form without disclosing any reason thereof. In this case, the advance amount paid with the Application Form will be refunded to the Exhibitor. The Organizer at its sole discretion, also reserves the right to deny participation at any time, to any Exhibitor who has not fulfilled its financial obligations to the Organizer or has infringed upon the Venue Regulations, or these Terms and Conditions, or regulations in Exhibitor Manual or Supplementary Regulations. However, cancellation / reduction of stall size / withdrawal of Application Form by the Exhibitor would be subject to cancellation charges noted in the Application Form. The Organizer shall be authorized to cancel the participation of the Exhibitor if this was based on incorrect information provided by the Exhibitor in its Application Form or if an Exhibitor no longer satisfies any of the criteria for participation. Upon any breach of Contract by the Exhibitor, it is liable to pay the Exhibition Participation Charges in full to the Organizer of the Exhibition.

3. **PAYMENT:** All payment should be made by Account Payee Cheque / DD / Electronic Fund Transfer payable to KAND D COMMUNICATION LIMITED, Ahmedabad, Gujarat, India. It is mandatory for foreign participants to pay the Participation Charges in the particular foreign currency noted in the Application Form. The total amount of Participation Charges including applicable taxes is to be paid without deductions and free of all charges (e.g. bank charges on bank transfer). The payment schedule is 50% at the time of confirmation and the balance on or before the last date for making the full payment which is 25 AUG '24. Failure of the Exhibitor to meet the payment schedule shall be deemed as a cancellation and shall attract the applicable cancellation charges mentioned in the Application Form. In case the booking is explicitly cancelled by the Exhibitor, booking amount paid shall stand forfeited and the remaining balance of the cancellation charges will be claimed.

4. **PARTICIPATION CHARGES:** Charges are levied for two types of participation or Exhibition Space: a) Type 1 or Shell Scheme which includes a prefabricated stall with Shell Scheme Facilities as noted in the Application Form b) Type 2 or Indoor Bare Space i.e. Bare Space within the Exhibition halls without any Shell Scheme Facilities. Participants booking Bare Space will not be entitled to the Shell Scheme Facilities and will be responsible for the design, construction and furnishing of their stalls. All Exhibitors will be charged extra for electricity except for electricity that is consumed for the specific number of spotlights and the 5A Plug points which form a part of the Shell Scheme packages. Additional facilities like extra furniture, additional spotlights, additional electricity, compressed air, etc. are available at extra charges. Apart from the rental cost of the Exhibition Space, the Participation Charges include any or all of the comprehensive range of services provided by the Organizer, for example PR, advertising and marketing of the trade show, supply of advertising materials, organization of Exhibition-specific events like opening events / press conferences / seminars / forums / special shows, Exhibitor badges, general lighting and air-conditioning of the Exhibition premises, basic security services for and house-keeping of the Exhibition Venue.

5. **EXHIBITION SPACE:** The Exhibition Space is licensed only to the Exhibitor and only for the specified duration and purpose of the Exhibition. The Exhibitor is prohibited to sub-let or otherwise share possession of in any manner whatsoever, the Exhibition Space allocated to it, without the prior written consent of the Organizers. The Organizers are entitled to allocate the Exhibition Space in any manner as they deem fit but may consider factors such as but not limited to, the nature of Exhibitor's business, the classification and allocation of Exhibition spaces in the Exhibition Venue based on Exhibitor / Exhibit categories and the order of the Application Forms received. Such allotment is subject to final receipt of all payments. Allotment of Exhibition Space can also subsequently be changed at the sole discretion of the Organizer due to reasons of safety, public order, or to ensure more efficient use of the facilities and layout of the Exhibition. The allocation of the Exhibition Space of others, in particular of neighboring Exhibitors, may change by the time the Exhibition opens. The Organizer reserves the right to relocate or close entrances to and exits from the Exhibition Venue and Exhibition halls, and to make other structural alterations. The Organizer is also entitled to change the layout/floor plan of the Exhibition, add or delete corridors in it and in accordance with such changes, to reallocate the Exhibition Space already allotted. This may affect the size, dimensions or orientation of the Exhibition Space of some Exhibitors. In all matters of Exhibition Space allotment and in any dispute, controversy, claim or disagreement of any kind whatsoever arising out of it, the Exhibitor hereby expressly agrees that the Organizer's decision shall be binding and final. If the Exhibitor and/or its Representatives cannot use, or are impaired in any manner in the use of, the allocated Exhibition Space, because they have infringed any legal or official regulations or these Terms and Conditions of Contract or the regulations in the Exhibitor Manual or Supplementary Regulations or Venue Regulations, they are nevertheless obliged to pay the Organizer the total Participation Charges as well as compensate for any damage caused by themselves or their legal representatives.

6. **FORCE MAJEURE:** If due to force majeure or any cause or causes not within the control of the Organizer, including but not limited to Act of God, any governmental act or advisory, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, non-availability of Exhibition grounds, failure of the power supply, strikes, national emergency, election, labour disputes, riots, fire, natural calamity, etc. the Organizer is compelled to curtail the Exhibition in any manner or to change the opening dates, duration or venue of the Exhibition, the Exhibitor shall not thereby acquire the right to terminate the Contract or make any claims against the Organizer, particularly claims for damages. If the Organizer cancels the event due to force majeure or other circumstances beyond its control, or because it has become unreasonable for the Organizer to hold the event, the Organizer shall not be liable for any expenses, losses, damages or disadvantages incurred by the Exhibitor due to such cancellation of the event. In such cases, the Organizer shall be under no liability with regards to any action or claims of the Exhibitor or to repay the Exhibition Participation Charges already collected from the Exhibitor. It is expressly made clear that under these circumstances, the Exhibition Participation Charges which are already given by the Exhibitor prior to the date of the Exhibition shall not be repaid by the Organizer.

7. **EXHIBITS:** All exhibits must correspond to the relevant range of exhibits for this Exhibition and not be banned or prohibited by local/national laws. The Organizer reserves the right at its sole discretion to remove or ask the Exhibitor to remove, any exhibit (whether specified in the online Exhibits Form or not) at the Exhibition if the Organizers reasonably believe that such exhibit breaches any provision of this Contract or is otherwise banned, prohibited or unlawful, potentially harmful, disrespectful and/or may cause a nuisance to any person. No exhibit will be allowed into or out of the Exhibition Venue without an official entry/exit pass. Removal of exhibits during Exhibition is prohibited. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Venue (including, without limitation, arrangement of all necessary customs clearances and regulatory approvals and licenses) and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organizers. It is the sole responsibility of the Exhibitor/its Representatives to take all precautionary measures required to protect the public from such moving or working exhibits including without limitation, ensuring that such exhibits are run only by suitably qualified persons authorized by the Exhibitor and that such exhibits are not running in the absence of such persons. Products / exhibits must be placed at least 1 metre away from the boundary of open sides of the Exhibition Space. No part of any exhibit should project out of the Exhibition Space boundaries. Cluttering or crowding of exhibits in the Exhibition Space is not allowed. Overall 33% of the Exhibition Space must be left free for movement of visitors. While negotiations for sale may certainly be conducted, retail and cash sales from the Exhibition Space are not permitted.

8. **LIEN:** The Organizer reserves its right to enforce the Lessor's Lien, as permitted by law, in order to secure its financial claims from the Exhibitor. The Exhibitor must inform the Organizer at any time about the ownership of articles, which are exhibited or to be exhibited. If the Exhibitor does not meet its financial obligations, the Organizer can detain the exhibits and stall fittings and, at the Exhibitor's expense dispose of them as the Organizer wills to recover its dues including any damages claimed from the Exhibitor. The Organizer shall not be liable for any damage to the exhibits and stall fittings detained under this clause.

9. **EXHIBITION SPACE DESIGN/APPROVAL/OCCUPATION/COMPLETION/DISMANTLING:** Shell Scheme participants are strictly not allowed any structural changes in their pre-fabricated stalls. 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 Organizer. Shell Scheme participants will be entitled to the Shell Scheme Facilities outlined in the Application Form. Complaints about any defects in the pre-fabricated Shell Scheme stall or Exhibition Space are to be made in writing to the Organizer immediately upon stall occupation and certainly before the last day of stall completion mentioned herein. Detailed instructions on what is permitted and what is not within the Exhibition Space under Shell Scheme are provided in the Exhibitor Manual. All Exhibitors, particularly those who have booked Bare Space will have to submit their stall drawing and a mock-up to scale complete with details of exhibit, electricity, telephone and other installation and elevation in four copies for approval of the Organizer before 1 Sep '24. Exhibitors who do not comply with the time schedule of submitting the stall design will have to pay a penalty of **USD 100/-** per week after the deadline of 1 Sep '24. The Organizer reserves the right at any time, at the Exhibitor's cost and risk, to order the alteration or removal of any Exhibition Space, in whole or in part, which differs from the approved specifications or impinges on Venue Regulations or in matters affecting technical arrangements and safety. Occupation of Exhibition Space shall be allowed only to Exhibitors who have no financial dues pending and only according to the schedule mentioned in the Application Form. It is compulsory to complete the set-up of the Exhibition Space, the exhibits and decoration work before 5:00 PM on 24 Sep '24. Exhibition Space not occupied by them may be disposed of as the Organizer sees fit. Stalls may be dismantled and exhibits removed only after official closure of the Exhibition. After the Exhibition, it is the Exhibitor's responsibility to return the Exhibition Space in its original condition. Dismantling of the stalls and the restoration of the original flooring of the Exhibition Space, and removal of all goods of the Exhibitor/its Representatives must be completed no later than 8:00 AM on 29 Sep '24. Thereafter, all remaining articles of the Exhibitor/its Representatives shall be deemed to be abandoned and dealt with in any manner that the Organizer sees fit. The Organizer is entitled to charge the Exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at the Exhibitor's cost. If upon request of the Exhibitor, the Organizer removes and stores the goods until they are claimed by the Exhibitor, such removal and storage shall entirely be at the Exhibitor's cost and risk. In such cases, all costs of removal, storage and their risk of theft, loss or damage shall be borne by the Exhibitor.

10. **SAFETY:** The Exhibitor and its Representatives are solely responsible for taking all possible safety measures during the set-up and dismantling of their Exhibition Space as well as during the transportation, installation and operation of their exhibits and equipment in the Exhibition Venue before, during and after the Exhibition. The Organizer will not be liable for any harm/injury/loss or damages caused to the person or property of others or incurred by the Exhibitor or its Representatives due to non-compliance with this rule. It is also the responsibility of the Exhibitor to ensure that its Representatives hired to construct its Exhibition Space use materials with adequate safety standards.
11. **ELECTRICITY:** It will be made available at 230 V Single Phase and 400 V Three Phase A.C. 50 Hz (+ -5%). All Exhibitors will be charged extra for electricity on the basis of per HP/KW required, except for electricity that is used for the specific number of spotlights which form a part of the Shell Scheme packages. The Organizer will provide electricity at a suitable point in the stall. Internal distributions to the machinery / equipment will have to be arranged by the Exhibitor's electrical Contractor at their own cost. The service provider or the Organizer is not responsible for any damages caused due to the electricity supply.
12. **WATER:** The purpose and amount of requirement must be intimated along with the Application Form. Water will be provided at an extra charge, in 200 litre barrels for demonstration of exhibits/machinery only. Water connection will not be provided for any other purpose including use in the pantry.
13. **COMPRESSED AIR:** Pneumatic Connection will be provided at an extra cost. For requirement above 10 CFM, quotation of charges will be given on request. Compressed Air connection will be provided till one end of the stall (Extension pipe, Reducer & other Fixtures are excluded). The service provider or the Organizer is not responsible for any damages caused due to compressed air supply.
14. The Organizer will do its best to ensure supply by the authorized Contractors, but shall in no circumstance the Organizer will be responsible if such services cease to exist due to loss or damage.
15. **INSURANCE:** The Exhibitor is liable for any culpable damage to any person or property caused during the Exhibition (including the days for set-up and dismantling of its Exhibition Space), by the Exhibitor and/or its Representatives and/or any properties belonging to them including without limitation, vehicles, exhibits, Exhibition installations and equipment in their Exhibition Space or Exhibition Venue or Exhibition Parking. The Exhibitor is required to ensure third party insurance cover for the total duration of the Exhibition participation from set-up to dismantling of their Exhibition Space. The Exhibitor is solely responsible for taking out any and all adequate insurance (and payment of all their premiums and tax) against all ascertainable risks including without limitation accident, loss, damage, theft, fire or any other cause whatsoever. The Organizer is not liable in any form for any loss or damage to the properties of the Exhibitor or its Representatives, personnel and visitors. The Exhibitor agrees to refrain from making any claim on the Organizer and indemnify claims if any made by a third party, arising out of the conduct of the Exhibitor and/or its Representatives. All disputes will be subject to Ahmedabad jurisdiction.
16. **INDEMNITY:** The Exhibitor hereby indemnifies and keeps the Organizer indemnified against all claims, demands, actions, suits, proceedings, loss, damages and incidental costs, charges and expenses that the Organizer may suffer or incur or be occasioned to suffer or incur on account of any action or omission of the Exhibitor, its Representatives, its employees, or any misstatement, wrong declaration or false covenant made or given here in above by the Exhibitor, their employees, Representatives or on account of any breach of the terms and conditions of this Contract or otherwise howsoever.
17. **INTELLECTUAL PROPERTY RIGHTS:** The Exhibitor hereby expressly commits that its products, services, exhibits and all related publicity materials found in the Exhibitor's stall and in the Exhibition does not infringe upon or violate any applicable law or Intellectual Property Rights including without limitation trademarks, copyrights, designs, names and patents whether registered or otherwise, of any third party/other Exhibitor. In this context, the Exhibitor hereby further agrees to fully indemnify and keep indemnified the Organizer, its personnel and respective affiliates from and against any action, liability or claim of whatsoever nature of any third party/other Exhibitor including all costs of any necessary legal defense in court on the part of the Organizer.
18. **VENUE REGULATIONS:** The Exhibitor and its Representatives must comply strictly with the rules & regulations regarding the use of the Exhibition Venue. Night stay at the Exhibition Venue is strictly forbidden. The Exhibitor must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which are unrelated to the event. Exhibitors should not take support of any permanent structure in Exhibition hall for decoration. Use of loud speakers, musical instruments etc. in the stalls is forbidden. Video / animation films on exhibited products may however be screened within the stalls, provided the sound level is kept low to avoid disturbance to others. Information headphones are allowed provided these are set up inside the stall at least 1 metre away from aisles.
19. **HANDLING OF EXHIBITS:** The Organizer will appoint a Clearing and Forwarding agent for services regarding material handling, clearing and forwarding of exhibits, within the Exhibition Venue. Such services will be provided, at an extra cost and Exhibitors are required to contact the agent directly. Movement of exhibits in the Exhibition Venue by agencies other than the official freight forwarding agency is prohibited. Such agent may help to the extent possible, in customs clearance, if required. The Organizer is not responsible for any damage or loss caused by their appointed clearing and forwarding agent.
20. **Damages to the Exhibition Venue and Exhibition Space:** Cost of damages / losses caused to the prefabricated stalls and accessories provided with such stalls, or to the Exhibition halls, fixtures and fittings of the hall due to lapses on the part of the Exhibitor and/or its Representatives, would have to be borne by the Exhibitor. The Organizer would have the full authority to decide the cost of damages and enforcement of this rule as deemed fit towards recovery of such damages, cost of which will need to be paid by the Exhibitor and/or its Representatives before leaving the Exhibition Venue.
21. **CATERING:** Only officially approved caterers of the event may make deliveries to Exhibition stalls. The Organizer is authorized to allow deliveries to stalls only at certain times.
22. **PHOTOGRAPHY, VIDEOGRAPHY:** Recording still or audio/visual images of the Exhibition Venue and the Exhibition is the sole prerogative of the Organizer and it shall have the full copyright of all such recorded materials. The Organizer can use such photographs, or audio/visual recordings for advertising or general press publications. The Exhibitor is allowed to take photographs and record audio/visual images only with respect to its own Exhibition Space and exhibits and no Exhibitor shall have the right to photograph or record any still or audio/visual images of any other Exhibitor's Exhibition Space, the Exhibition Venue or the Exhibition in general. If this rule is infringed, the Organizer can demand that the recorded material be surrendered and take legal steps to achieve this end. Media reporters and others specially allowed by the Organizer can record still/moving images of the Exhibition for the limited purpose assigned to them.
23. The Organizer will have the right to decide on the fulfillment of the above guidelines and the authority to demand removal / change of anything that is not according to these guidelines. Decision of the Organizer in this regard will be final and binding.
24. **NOTICES:** Any notices under this Contract shall be in writing and may be given either personally or by courier, registered mail, or email transmission addressed to that other party at their registered address or such other address as notified in writing from time to time. Where given by courier such notice will be deemed to have been served three business days after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person or by email transmission shall be deemed to be served immediately provided that in the case of email transmission no automated delivery failure response shall have been received by the sender. Notices sent by registered mail will be deemed to have been received five (5) days after deposit into the mail system.
25. **DATA PROTECTION:** In compliance with data protection laws in India, the personal data of the Exhibitor is processed and used for fulfilling the business purposes of the Organizer in relation to this Contract and is shared with third parties in order to fulfill the purposes of the Contract. The Exhibitor hereby grants its consent to the Organizer to share such personal data with third parties for marketing purposes of related trade shows and grants its consent to the Organizer to store such data for an indefinite period of time unless otherwise requested by the Exhibitor.
26. **CONSERVANCY:** The Organizer will arrange for general conservancy of the aisles within the Exhibition halls, public utility services etc. Exhibitors are responsible for the cleanliness of their stalls for which they may hire conservancy staff at their own cost from the approved agencies only. Refuse generated from the stalls could be placed in bins on the adjoining aisles which will be suitably disposed of by the conservancy staff of the Organizer.
27. **ENTRY TAX:** At the time of the Exhibition, any goods which are entering **RAJKOT** and which are owned by the Exhibitor & brought in the city with the purpose of display at the Exhibition may attract Entry Tax, if applicable at the time. Such Entry Tax will have to be paid by the Exhibitor. The Organizer might try to obtain permission from the concerned authority for bringing in exhibits / consignments for the Exhibition in **RAJKOT** (if applicable & possible) & exemption might be requested. Yet the Exhibitor will have to stay prepared for further consequences and Entry Tax issues prevailing at the time of Exhibition. As such, presently there is no Entry Tax applicable in **RAJKOT**.
28. **FIRE PREVENTION:** The Organizer will provide general lighting and power supply for the Exhibition, with quality cabling. All internal lighting & cabling is to be managed by the Exhibitor who is required to use good quality cabling for fire safety purpose. The Exhibitor will be solely responsible for all internal fittings and cabling. Please also note that any fire hazard happening due to the internal cabling fault will be the sole responsibility of the Exhibitor.
29. **POWER SUPPLY SCHEDULE:** On Exhibition days the power supply will start at 9.00 A.M. every day and will be switched off at 6.30 P.M. sharp.
30. Should the provisions set out in the Contract, Exhibitor Manual and Supplementary Regulations are or become legally invalid or incomplete, the validity of the other provisions of the Contract concerned remains unaffected. In such a case, the Contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the Contracting parties are most likely to achieve the economic purpose they pursue.
31. All verbal commitments or agreements are valid only upon the Organizer's written confirmation.
32. **CLAIMS DEADLINE:** All claims arising out of settlement of accounts and participation in this Exhibition must be submitted in writing to the Organizer within sixty days from the close of the Exhibition, after which the claims shall not be tenable. Any complaints about invoices are to be made in writing within 14 days after receipt of the invoice concerned.
33. **SETTLEMENT OF LEGAL DISPUTES:** The competent court and place for settlement of all disputes in connection with these Terms and Conditions for Exhibitors is Ahmedabad Court Jurisdiction, India.
34. **LOCAL REGULATIONS:** It shall be the Exhibitor's duty to respect and honour all local regulations, in particular safety and fire regulations, and laws and regulations of the local administration. The Organizer has been entrusted with the execution of all regulations on the premises and Exhibition Venue and shall be authorized in case of non-compliance to take necessary action.
35. **TAXES & DUTIES:** Government applicable tax under 'Business Exhibition' Category will be levied extra as may be applicable from time to time under the provisions of the Government laws. Exhibition Participation Charges being Contractual activities for providing services, TDS on payment by Exhibitor to the Organizer would be applicable at the rate prevailing at the time under section 194C of The Income Tax Act 1961