



IMPORTANT

All information should be filled in English and in BLOCK letters
Company name may not be changed once application has been submitted
Subletting of exhibition space is not allowed
Courts in Mumbai shall have jurisdiction
Minimum size of bare space booth allowed is 28 sqm and above.
No modification allowed in shell scheme

ISEE EXHIBITION APPLICATION/BOOKING FORM

A

THE EXHIBITOR (company information)

COMPANY NAME																													
ADDRESS																													
CITY																													
STATE																													
COUNTRY																			Postal Code										
TELEPHONE	Country Code		Local Code				Number										Alternate Number												
CONTACT PERSON	Dr.	Ms.	Mr.	SURNAME																FIRST NAME									
DESIGNATION																													
EMAIL ID																													
MOBILE / CELL	Country Code		Local Code				Number										Alternate Number												

B

CORRESPONDENCE ADDRESS (if different from above)

COMPANY NAME																													
ADDRESS																													
CITY																													
STATE																													
COUNTRY																			Postal Code										
TELEPHONE	Country Code		Local Code				Number										Alternate Number												
CONTACT PERSON	Dr.	Ms.	Mr.	SURNAME																FIRST NAME									
RELATIONSHIP WITH EXHIBITOR																													
EMAIL ID																													
MOBILE / CELL	Country Code		Local Code				Number										Alternate Number												
INVOICE ADDRESS (PLEASE TICK)	A	B																											

C

STALL CHARGES, FEES & DEPOSITS

PARTICIPATION FEES		BOOTH NUMBER		SQM				BARE				SHELL														
CURRENCY		Company GST Number (Mandatory)																								
C1	FEES (IN FIGURES)											C2	GST @ 18% (as applicable on date)													
C3	TOTAL C1 + C2 (IN FIGURES)																									
	TOTAL C1 + C2 (IN WORDS)																									
C4	PAYABLE ON BOOKING											C5	BALANCE PAYABLE BY AUGUST 1st, 2024													

D

ATTACHMENTS CHECKLIST (please tick applicable)

D1	Signed floor plan indicating booth	D2	Copy of Business Regn Certificate	D3	Copy of Tax Regn Certificate	D4	Advance enclosed																	
D6	Payment details																							
D5	We enclose cheque / draft number	Dated				Drawn on																		
D6	We have transferred the amount and attach herewith the transfer details																							
Authorised Signatory Name																								
Authorised Signature & Company Stamp																								

Account Name	ISEEVENTUS PVT. LTD. (Formerly known as TAK Expo Pvt. Ltd.)
Account Number	002005500565
Bank\	ICICI Bank
Branch	Powai Branch
IFSC Code	ICIC0000020
GSTIN	27AAHCT3901D1ZM
SAC CODE	998596

Please complete and return this booking form (consisting of two pages) to the address mentioned below. The form must be signed by an authorised signatory of the company and the seal of the company must be affixed. Please make sure to keep one copy of the Contract for your files.

GET IN TOUCH

Priyanka Choudhuri

+91 9920413001

Prabodh Hamilton

+91 9833633955

priyanka@iseeventus.net

prabodh@iseeventus.net

+91 9930504733

Regd. Office: ISEEVENTUS PVT. LTD. (Formerly known as TAK Expo Pvt. Ltd.) (CIN: U74999MH2019PTC327055)
A303, Galleria, Hiranandani Gardens, Powai, Mumbai 400076, India | Tel: +91 22 2570 7498 | www.isee-expo.com

VERSION - 231206

1. TERMS OF REFERENCE

In these Terms and Conditions, the following definitions shall apply: -
a. "Application Form" shall mean the application form in respect of the Exhibition, furnished by the Organizers to the Exhibitor and completed and submitted by the Exhibitor to the Organizers.
b. "Contract" shall mean the contract established between the Exhibitor and the Organizers upon the Organizers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions, the covering letter, the proposal and the Application Form in the Exhibition.
c. "Exhibition" shall mean the International Sourcing Exposition for Elevators and Escalators for which the application is submitted by the Exhibitor to the Organizers.
d. "Exhibition Centre" shall mean the Centre named in the Application Form or such other venue as may be selected by the Organizers under clause 4.
e. "Exhibition Centre Operator" shall mean the owner/ proprietor/ operator/ manager for the time being of the Exhibition Centre.
f. "Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organizers for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and non-shell (raw) / bare spaces.
g. "Exhibition's Official Directory" shall mean the official directory of the Exhibition published by the Organizers or an associated company.
h. "Exhibitor" shall include the person described as such in the Application Form and all agents of such persons/ organization and shall also include permitted sub-licensees of the Exhibitor. Exhibitors' Manual' shall mean the manual supplied by the Organizers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters.
i. "Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Contract).
j. "Organizers" shall mean the person or persons named as the organizer(s) of the k. Exhibition as stated on the Application Form.
l. "Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other Representatives of the Exhibitor.
m. "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 and its Representatives undertake to observe and comply with the Rules and Regulations, issued by the Exhibition Centre Operator at the time of the Exhibition. The Exhibitor undertakes to comply with the obligations and duties contained or referred to in the Contract including those contained or to be contained in the Exhibitors' Manual which will be sent to the Exhibitor 6 (six) months prior to the commencement of the Exhibition. Exemptions from any of these obligations and duties may be granted at the Organizers' discretion. No exemption given by the Organizers will be effective unless in writing.

3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the Application Form and the same shall be submitted to the Organizers for approval. The Application Form shall be accompanied by a non-refundable/ non-transferable advance for the rental of the Exhibition Space as stated in the same. The Organizers reserve the right to accept or refuse any application without giving any reason. In the event an application is refused/ rejected by the Organizers, the advance amount paid by the Exhibitor will be refunded to them. If the Organizers 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 Organizers, complete and submit an Application Form. The Exhibitor shall co-operate with the Organizers to provide them with any reasonable information which they require. 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

a. The Exhibition Space is licensed to the Exhibitor only (in common with the Organizers and all others authorized by the Organizers). 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 prior written consent of the Organizers. The Exhibitor shall ensure that any such authorized sub-licensees shall comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organizers in accordance with Clause 13. The Organizers reserve the right to cancel the license and participation of the Exhibitor immediately if the booth is sub-let by the Exhibitor to a third party without prior written consent of the Organizers as stated hereabove.
b. Any Exhibitor who wishes to use a name on its Exhibition stand which is different to that submitted on its Application Form must submit a notice of this change to the Organizers 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; or (ii) other documentation to show that the new company name belongs to a wholly-owned subsidiary of the Exhibitor.
c. The Organizers 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 Organizers reserve the right to take sole discretion to change:
(i) the location or venue of the Exhibition, (ii) the opening hours of the Exhibition, (iii) the term or duration of the Exhibition, and (iv) the date or dates on which the Exhibition is to be held provided that the revised dates are within 6 months from the dates set out in the Application Form. In the event that the Organizers change the location or venue of the Exhibition, or the date(s) on which the Exhibition is to be held, the Organizers will provide the Exhibitor with notice of that change as soon as practicable.
d. The Exhibitor acknowledges that shell stands are erected according to a standard pattern and no variation of the standard fascia and lettering will be permitted by the Organizers. All the Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organizers. It is recommended that all design proposals be submitted to the Organizers for approval 3 (three) months prior to the commencement of the Exhibition. Stand services shall be provided as per the schedule in the Exhibitor's Manual, to an Exhibitor who has been allocated shell space. Plans, drawings and design proposals for non-shell spaces must be submitted to and approved by the Organizers, according to the Rules and Regulations. These plans must be submitted to the Organizers, in triplicate, for approval 3 (three) months prior to the commencement of the Exhibition.
e. The Organizers reserve the right at any time to alter 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 Organizers then the Organizers 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

a. 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, but not limited to, arranging for all necessary customs clearances and for storage of Exhibits and packaging materials. Exhibitors should use only the authorised logistics partner for movement of goods/ machinery within the venue premises. Display of any working or moving Exhibits must have the prior written approval of the Organizers. 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. Such moving or working Exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons.
b. 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.
c. Advertising literature shall be distributed from the Exhibitor's own stand(s) 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 Organizers reserve the rights 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.
d. The Exhibitor shall not display 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 local laws or regulations ("Prohibited Goods"). The Organizers shall have the right, without recourse, to physically remove any goods which it or any Indian court or relevant authority deems to be Infringing Goods or Prohibited Goods, and the cost of which shall be borne by the Exhibitor. In case of such an event, the Exhibitor shall have no financial or other claim against the Organizers.
e. The Exhibitor agrees to indemnify and hold harmless the Organizers on demand against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organizers arising out of the Exhibition of any Infringing Goods or Prohibited Goods by the Exhibitor, or acts by third parties as a consequent thereof.
f. At such time after the conclusion of the Exhibition as the Organizers may specify, or on sooner termination of this Contract, all the Exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be delivered to the Organizers in the condition as it was when it was initially licensed to the Exhibitor. Any property remaining after the last day designated by the Organizers for any material to be removed may be sold or otherwise disposed of by the Organizers at the Exhibitor's expense. The Exhibits must be removed from the Exhibition Centre by 11:59 p.m. on 7th December 2024.
No Exhibits may be removed from the Exhibition Centre till the end of the exhibition without the written permission of the Organizers which shall only be given in exceptional circumstances.

6. TERMS OF PAYMENT

Payment of the Fees by the date(s) stipulated in this Contract (the schedule of fees is set out in the covering letter) is of the essence to participation by the Exhibitor in the Exhibition.

7. COMPANIES REPRESENTED AT THE DISPLAY SPACE OR STAND

a. The Exhibitor is not permitted to have an additional company represented at the display space or the stand, without the prior written consent of the Organizers. If the Exhibitor wishes to have an additional company represented at the display space or the stand it must fill out the Representation Stand Form of the Organizers, which will be provided to the Exhibitor upon request and the same must be sent to the Organizers, 3 (three) months prior to the commencement of the Exhibition, at the following address: SEEVENTUS PVT. LTD., A-303, Galleria, Hiranandani Gardens, Powai, Mumbai 400076, India.
b. The Organizers are free to accept or reject the said application at its own discretion. The Organizers will notify the Exhibitor in writing of the acceptance or rejection of the Application. In the event that the Organizers accept the application, the Representation Stand Form will form a part of the Contract.
c. The Exhibitor will be charged a fee in the amount set out in the Exhibitors Manual for the companies represented at the display space or stand in addition to the Exhibitor.
d. The Exhibitor shall be liable to, indemnify and hold harmless the Organizers for any damages or losses the Organizers may incur in connection with any company represented at the display space or stand, irrespective of the legal basis thereof.
e. The Exhibitor may not sub-contract or resell the display space or stand allocated by the Organizers.

8. CONDUCT IN THE EXHIBITION CENTRE

a. 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 in all respects.
b. The Exhibitor and its Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organizers 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.
c. The Exhibitor and its Representatives shall at all times act so as to avoid putting the Organizers in breach of the license under which they hold the Exhibition Centre or the relevant part of it.
d. 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 other exhibitor and the Organizers. 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 Organizers 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 storage devices.
e. The Exhibitor agrees to indemnify and hold harmless the Organizers, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organizers arising out of breach of the obligations of the Exhibitor not to record Images including but not limited to film, video tapes, sketchbooks, camera phones and digital storage devices, or any infringement of third party Intellectual Property Rights 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.
f. The Exhibitor and its Representatives must wear identification badges specified by the Organizers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be in the Exhibition Centre. Only those who enter the Exhibition Hall during the Exhibition and the moving in periods. Persons of age 18 will be permissible age of the visitors.
g. 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.
h. The Organizers reserve the right to refuse admittance 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 behaviour 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 Organizers is final in this regard.
i. The Exhibitor or its Representatives shall not erect/ construct on or occupy the gangways in the Exhibition Centre with stand elements, goods or other objects.

9. OTHER OBLIGATIONS

a. The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual. Both, the Organizers and the Exhibitor undertake that they shall use all reasonable endeavours to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall have to the extent it is in the public domain be treated as confidential and shall not be used or disclosed to any third party except 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.
b. Notwithstanding the above the Exhibitor acknowledges that the data provided by it in connection with its participation/ proposed participation in the Exhibition may be (i) included on the Exhibition database, (ii) included in the Exhibition's Official Directory, used in communications with the Exhibitor and otherwise (iii) used by the Organizers and associated companies or their successors or potential successors in business), whether by land, air or otherwise, or (iv) passed on to third parties for promotional purposes. Any requests for access to or correction of the data can be made to Organizers at the following address: SEEVENTUS PVT. LTD., A-303, Galleria, Hiranandani Gardens, Powai, Mumbai 400076, India. A nominal fee may be charged by the Organizers or a relevant associated company for complying with access requests.

10. INSURANCE

a. The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual concerning insurance. The Exhibitor must have insurance prior to its seeking access to the Exhibition Centre and at 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 Organizers 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 amounts as are set out in the Exhibitor's Manual.
b. 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 Exhibitor and/or as the Organizers may require in connection with the Exhibition, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods). The Organizers shall be entitled to inspect any such insurance policy and receipts for premium at any time.
c. 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 postponement or cancellation of, or other change to, the Exhibition under clause 11.

11. POSTPONEMENT AND CANCELLATION

In addition to the Organizers' rights under clause 4, the Organizers may, without incurring any liability whatsoever to the Exhibitor other than as provided in clause 12, cancel the Exhibition or at their discretion, postpone indefinitely, or otherwise make changes to the Exhibition, if in the sole opinion of the Organizers:
a. The holding of the Exhibition by the Organizers, the performance of the Organizers' obligations or attendance at the Exhibition by Exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with or affected, due to any cause or causes beyond the control of the Organizers 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, against travel, exhibitions and/or public gatherings, 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 Organizers impossible, impractical, or undesirable for the Organizers to hold the Exhibition as initially planned.

12. TERMINATION

This Contract may be terminated by the Organizers by giving notice to the Exhibitor upon the occurrence of any of the following events: -
a. the Exhibition is cancelled under clause 11;
b. the Organizers 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 during the Exhibition or any of its Representatives or Exhibits is in the Exhibition Centre in connection with the Exhibition;
c. payment of Fees is not made by the Exhibitor in accordance with clause 6;
d. the Exhibitor is, for any reason, unable to utilize the Exhibition Space allocated to it;
e. 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;
f. the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibition or the Organizer into disrepute;
g. the Exhibitor is in breach of any provision of this Contract, including but not limited to its obligations set out in clauses 4 and 8 with regards to Infringing Goods, Prohibited Goods and recording of Images, or of the Exhibitor's Manual; or
h. 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 the Exhibition is terminated under any of sub clauses 12(b) to 12(h) above, the Organizers shall be entitled forthwith to re-license the Exhibition Space. All payments made in respect of the Exhibition Space by the Exhibitor, shall be forfeited and the Organizers shall have the right to claim from the Exhibitor for the balance of the Fees and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organizers as a consequence thereof.

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 shall be cleared by the Organizers at the Exhibitor's expense. The Organizers 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 Organizers in connection with the Exhibition. The obligations of the Exhibitor which remain unperformed at termination of the Contract shall continue in force after termination.

13. LIABILITY AND REFUNDS

a. The Exhibitor agrees to indemnify and hold the Organizers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organizers 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.
b. The Organizers 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 but not limited to its equipment, products or services in the Exhibition's Official Directory. The Organizers 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 Organizers in connection with the Exhibition. The obligations of the Exhibitor which remain unperformed at termination of the Contract shall continue in force after termination.
c. The Exhibitor accepts no responsibility and shall not incur any liability to the Exhibitor or any other person for (i) any error or omission in any information relating to it including but not limited to its equipment, products or services in any promotional material, information or thing provided to the Organizers or any other person by the Exhibitor, (ii) any error or omission relating to it, its equipment, products or services in the Exhibition's Official Directory or in any promotional material, information or thing produced or commissioned by the Organizers or that Exhibitor, (iii) products displayed or sold by the Exhibitor at the Exhibition, (iv) the Organizers carrying out any of their obligations under this Contract or the Exhibitors' Manual, or (v) 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 of and services provided by the Organizers, by any supplier to the Organizers or by the Exhibition Centre Operator) failing or being defective.
d. In the event that the Organizers postpone, change the venue of, or otherwise make changes to the Exhibition under clause 4:
i. this Contract shall continue to bind the parties;
ii. 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
iii. 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 including any alteration in character or reduction in scale of the Exhibition.
e. In the event that the Organizers cancel or permanently postpone the Exhibition under clause 11, (i) the Organizers shall refund the Fees paid to them by the Exhibitor after deducting an administrative fee to cover all costs reasonably incurred by the Organizers in relation to the Exhibition; and (ii) 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.
f. The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organizers of the Exhibition, nothing in this clause shall be construed to limit or exclude the Organizers' liability for death or personal injury caused by negligence of the Organizers or for fraud.

14. COMPLIANCE WITH LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held i.e., the Republic of India and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licenses and the likes as may be requisite to its participation in the Exhibition.

15. GENERAL TERMS

a. The Organizers reserve the right to set off any indebtedness of the Exhibitor to the Organizers against any indebtedness of the Organizers to the Exhibitor in each case on any account whatsoever. No waiver by the Organizers of any of the provisions of these Terms and Conditions or of any of the rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organizers. The Organizers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor.
b. No waiver by or on behalf of the Organizers 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.
c. No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor's Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each and every remedy shall be cumulative and shall not be an election over any other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.
d. These Terms and Conditions (including but not limited to the obligations with regards to compliance of the terms of, and to avoid putting the Organizers in breach of, other documents) together with the Exhibitor's Manual, the Application Form, the covering letter and the proposal will supersede all prior agreements, negotiations and discussions between the parties. The Exhibitor may not rely upon any representation, warranty, collateral contract or other assurance (except as set out in these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organizers before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud.
e. Time is of the essence in relation to these Terms and Conditions. The headings in these Terms and Conditions have been inserted for the purpose of reference only and do not affect their interpretation. Nothing in this Contract shall create a relationship of landlord and tenant as between the Organizers and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive license.
f. The provisions contained in each clause, paragraph and subparagraph of these Terms and Conditions shall be enforceable independently of each other and the validity of one shall not be affected by the invalidity of any of the others. If any of these provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
g. In the event of any conflict between these Terms and Conditions and the Exhibitor's Manual, these Terms and Conditions shall prevail to the extent of any such inconsistency.

16. GOVERNING LAWS AND JURISDICTION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held i.e., the Republic of India and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, authorities, licenses and the likes as may be requisite to its participation in the Exhibition.

17. SUPPLEMENTAL CLAUSES

Notwithstanding the provisions of clause 3, the Organizers 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.

18. DISPUTE RESOLUTION

All disputes and differences, which may arise between the Organizers and the Exhibitor with respect to the performance, interpretation or execution of this Contract, shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India as amended from time to time. The arbitration proceedings shall be conducted by a sole arbitrator. 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 Arbitrator shall be final and binding on both the parties.

19. CANCELLATION POLICY

Once the execution of the Contract has been concluded and in the event that the Contract is cancelled, until 270 days prior to the commencement of the Exhibition, the Exhibitor shall be liable to pay the Organizers, 50% of the total Exhibition Fee as stated in the covering letter. If the Contract is cancelled between the period of 270 and 180 calendar days prior to the commencement of the Exhibition, 75% of the total Exhibition Fee shall be payable by the Exhibitor to the Organizers. In the event that the Contract is cancelled within 120 days prior to the commencement of the Exhibition, 100% of the Exhibition Fee shall be payable by the Exhibitor to the Organizers. The Organizers are entitled to charge the Exhibitor for any extra costs which the Organizers may incur by fitting out the stand space which would not be used during the period of the Exhibition. In the event that the Exhibitor has already paid the monies to the Organizers, the Organizers shall refund any balance monies to the Exhibitor in accordance with this provision.