







## General Terms & Conditions

This document defines terms & conditions that have been set by the organizer ACEXM7 EVENTS PRIVATE LIMITED (here in referred to as IBE (India Boiler Expo), for all organisations wanting to India Boiler Expo 2023

conditions, including adequate additional consideration, as may be mutually agreed.

5.3. The opening hours during the Exhibition Phase (hours of access for guests and public to the Licensed Premises) shall be from 09:30 hrs till 18:00 hrs during each day of the event. The exhibitors, however, shall be allowed to use the Licensed Premises from 09:30 hrs to 18:00 hrs each day of the event.

### 6. Basic Services

6.1. The License Fees includes the following services:

6.1.1. Copies of Layout Plans of the Licensed Premises to be provided to Exhibitors.

6.1.2. General security of the premises.

6.1.3. General lighting inside and outside the halls.

6.1.4. Sanitary facilities during all the 3 phases.

6.1.5. Staff on duty at the facility, including hall manager and electrician.

6.1.6. Generally available electrical terminals during assembly and dismantling phase.

6.2. The exhibition halls shall be equipped with air-cooling facilities, and lighting and power connections to stands shall be provided from the floor ports available in the halls. Power consumption on actual usage is chargeable as per the rate card.

### 7. Responsibility & Security

7.1. The general security in the Licensed Premises will be provided by IBE, and security personnel shall work under the supervision and administration of IBE exclusively. The Exhibitor shall be responsible for the security of the Licensed Premises throughout the License Period, and can, if they wish to, hire additional security personnel and equipment from IBE at their expense, to ensure that the Licensed Premises have adequate security.

7.2. The Exhibitor shall be fully responsible and liable for any injury to or death of any person in the Licensed Premises during the License Period, or for any loss, injury or damage that may be caused to:

7.2.1. the Licensed Premises and, because of it, to the Complex; or

7.2.2. any goods, exhibits, or other objects thereon, irrespective to whom such goods, objects or equipment may belong.

7.3. The Exhibitor hereby agrees to ensure that for the duration of the License Period, the Exhibitor and their respective employees, agents, representatives, guests, consultants and other personnel in the Licensed Premises shall carry, at all times while they are inside the Complex, identity cards prepared by the Organiser, allowing them entry to the Complex, including the Licensed Premises.

### 8. Regulations: On-site Advertising, Publicity and Promotions

8.1. It has been agreed by the Exhibitor that any advertising outside his booth is subject to charge and shall require permission of IBE. Failure to take such permission will result in the advertising being removed at the cost and risk of the Exhibitor.

8.2. The Exhibitor should ensure that any advertisements, in particular optical or acoustic, should not pose any danger to public safety and order, and must not cause any disturbance.

### 9. Regulations: On-site Sales

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchasers until after the trade fair closes. Business deals are permitted only for wholesalers, retail or trade customers.

### 10. Co-exhibitors and additionally represented companies

10.1. Permission for co-exhibitors and additionally represented companies must be requested in writing. The registration fee is Rs. 10,000 for each co-exhibitor or additionally represented company admitted to the Expo.

10.1.1. A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries.

10.1.2. Agents and representatives are not admitted as co-exhibitors.

10.1.3. In the case of an Exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the Exhibitor.

10.1.4. If an Exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

10.1.5. Admission of the Exhibitor does not mean that a contract exists between IBE and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment.

10.1.6. The Exhibitor must make this payment.

10.1.7. The amount will also be invoiced subsequently by IBE.

10.1.8. The Exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the General Terms & Conditions, the Technical Guidelines as well as the instructions of the Trade Fair Management.

10.1.9. The Exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies as if they were his own. If co-exhibitors make direct use of IBE services, IBE is entitled to invoice the exhibitor for these services.

10.1.10. The Exhibitor is jointly and severally liable.

10.1.11. The Exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without IBE's prior written consent.

10.2. If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed so much that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by IBE.

10.3. Otherwise, apart from the statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract.

10.4. If the exhibitor states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, IBE is entitled to re-let the stand area.

10.5. IBE is entitled to withdraw from the contract if the exhibitor fails to meet his financial obligations to IBE on time, especially if IBE has extended the deadline by 5 days and this deadline for payment has also not been met. IBE is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect IBE's rights, objects of legal protection and interests, and IBE can no longer reasonably be expected to adhere to the contract.

10.6. In the aforementioned cases IBE is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat rate compensation. IBE's right to claim further damages remains unaffected.

### 11. Force majeure, cancellation of the event

11.1. If IBE is compelled, as a result of force majeure or other circumstances beyond its control (e.g., failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against IBE, in particular claims for damages.

11.2. If IBE cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for IBE to hold the event, IBE is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

**11.3. Bookings once made will not be cancelled and no refund will be made. The amount paid will be adjusted against bookings for any next event.**

12. Circular letters Once the stands have been allocated, exhibitors will be informed by circular of further details concerning preparation and organization of the trade fair.

13. Alterations IBE reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

14. Period of limitation, period of exclusion All the exhibitors' claims against IBE arising from the stand rental, and all legal proceedings in connection therewith lapse after a period of two months. This period of limitation starts at the end of the month in which the closing date of the exhibition falls. Any complaints about invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

15. Place of performance, applicable law New Delhi shall be the place of performance, also for all financial obligations. Only the law of the Republic of India shall apply.

### 16. Jurisdiction, arbitration agreement

16.1. The following shall apply to exhibitors incorporated in the Republic of India: In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may bring an action at the court which has jurisdiction at the registered address of IBE.

16.2. The following shall apply to exhibitors incorporated or with their principal place of business outside the Republic of India: In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may submit the dispute to the Indian Council of Arbitration in accordance with its rules of arbitration procedure.

### 17. Severability Clause

Should the provisions set out in the General Terms & Conditions or Technical Guidelines be or become legally invalid or incomplete, the validity of the other provisions or 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.

Signature of Exhibitor