

APPLICATION FOR PARTICIPATION FROM FOREIGN EXHIBITOR

Next Events (P) Ltd.

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Exhibition Management use only

Dear Sir,

We wish to participate in **Food Service Expo 2014** as an Exhibitor. We acknowledge explicitly that we have read and accepted in full the Rules and Regulations of the Exhibition printed overleaf and by submitting this application, we undertake to comply with the same.

1. Name of Company :

Address :

Tel : _____ Mob: _____ Fax : _____

Email : _____ Website : _____

Person in charge of participation : _____ Dsgn. : _____

Contact person for payment : _____ Dsgn.: _____

Products/ services on display : _____

Foreign Representation / Products: _____

2. Exhibition space requirement : Rate (per sq. m.)

Shell Scheme \$ 250

Space only (Min. 30 sq. m.): \$ 225

Service Tax as applicable is extra. (Presently 12.36%)

Preferred Stall : _____

Area : _____ (sq. m.)

Amount : _____ (\$)

3. Payment

a) \$ 500 as registration fees with this application.

b) Total payment less registration fees on a before 1 February, 2014.

All payments to be made in favour of Next Events Pvt. Ltd.

We enclose Cheque no. _____ for \$ 500 drawn on _____ Bank toward registration fees.

For and on behalf of Exhibitor

Name: _____

Company Stamp & Authorised Signature

Date: _____

TERMS OF CONTRACT & CONDITIONS FOR PARTICIPATION FOR FOREIGN EXHIBITORS.

Definition :

The "Exhibition" shall mean FOOD SERVICE EXPO 2014; The "Exhibitor" shall mean the party to whom space has been allotted in the exhibition; 'Exhibition Manual' shall mean the handbook to be produced by the Organiser containing such regulation as may deem reasonable to the Organiser relating to the Exhibition, the Venue and the Exhibitor's attendance and conduct at the Exhibition and the "Organisers" shall mean Next Events Pvt. Ltd.

Agreement:

A binding contract shall come into existence between the Exhibitor and the Organiser on acceptance of the Application for Participation form in writing by the Organiser. No Changes to these Terms shall be valid unless signed in writing by the duly authorized representatives of both the Exhibitor and the Organiser.

Allocation of Stands:

The basis of Allotment will be neutrality, aesthetic appeal, conformity with floor plan layout and product groups. Allocation will be subject to receipt of all advance payments. Allocation of stand numbers location will be communicated in writing to all applicants by the organisers and this will conclude the contract for participation in the exhibition between the organisers and exhibitors.

Alteration of Space Allotted :

The organisers reserve the right at any time, and from time to time, to make such alterations in the ground plan of the Exhibition, as may in their opinion be necessary and to alter the shape, size of position of the space allotted to the Exhibitor. However no alteration to the space allotted will be made in such way as to impose on the Exhibitor any greater liability for rental than that undertaken in the contract.

Obligation of Exhibitors:

On confirmation of the stand allocation, an Exhibitor is obliged to make payments for the balance cost of participation, and cost for additional services availed of, as per schedule. Failure to adhere to the payment schedule will lead to forfeiture of all payments made.

An Exhibitor is bound by these conditions of participation and Rules and Regulations for Exhibitors issued from time to time by the organisers and are obliged to enforce compliance thereof from his staff, agents or representatives.

The Exhibitor shall observe and comply with the Exhibition Manual at all times.

The Exhibitor remains obliged to participate even if the Exhibition is postponed for reason deemed necessary by the organisers.

Cancellation and Reduction of Space:

In case of cancellation or withdrawal from participation or non-occupation of the stall by any Exhibitor, liquidated damages (and not penalty) by way of cancellation fee payable by the Exhibitor to the Organisers will be as follows:

<i>Cancellation Date</i>	Cancellation Fees
On or before 31st December 2013	35% of the Fees
Between 1 January 2014 - 31st January 2014	50% of the Fees
Between 1st February 2014 - 31st May 2014	80% of the Fees
From 1st June 2014	100% of the Fees

Reduction of space may be allowed by the organisers at their discretion and without assigning any reason elect whether or not to accept any reduction request.

Rights of Organisers :

The organisers reserve the following rights

- To reject any application for space without assigning any reason.
- To amend these conditions for participation and additional Rules & Regulations for participants from time to time, which shall be binding on all participants.
- To change the stand location or to make certain changes, alterations, curtailments in the final allotments of stall areas with respect to that originally booked by the exhibitor.

- To postpone, curtail, extend or abandon the exhibition or close some or all sections of it temporarily or permanently, if unforeseen circumstances so require. In such an eventuality, no exhibitor shall be entitled to withdraw from the contract or to claim any compensation or damage.

- To refuse permission to an exhibitor to clear his stand if he has not discharged all debts to the organizers, and to remain his exhibits or other goods as collateral security till the debts are cleared and charge demurrage and administrative charges.

Insurance Coverage & Organisers Indemnity :

The onus is on the exhibitor to obtain insurance coverage against all risks arising from the to and fro transport of exhibits and their display during the Exhibition, particularly against theft, etc. A comprehensive insurance is recommended.

The Organisers shall not be liable for personal injuries and material damage including theft of any exhibit/ good. To be bound by the provisions of these conditions for participation, the exhibitor expressly exempts the Organisers from any claims for damages that may be made by third parties.

Imported Exhibits / Foreign Principals :

As per directives of India Trade Promotion Organization, the nodal agency attached to Ministry of Commerce, Govt. of India, which approves all International Exhibitions, duty-free import facility (Under ATA Carnet or Re-Export Bond supported by the Bank Guarantee) is available to only foreign exhibitors who have paid participation charges in foreign exchange at the rates applicable to foreign exhibitors. Indian exhibitors interested in displaying exhibits imported from foreign principals, must ensure that each of their foreign principals register as an exhibitor, on payment of space charges @USD 250 per sqm. with appropriate space required (minimum 6 sqm). At the request of Indian exhibitor and foreign principals, an integrated stall with their combined space will be provided.

General Rules :

In addition to the above the exhibitor shall abide by general rules of the HITEX Exhibition Centre. for safety and maintenance as well as for aesthetic appeal. No hoarding banners etc. will be allowed on the premises of the HITEX Exhibition Centre and the complex or on the roads in the vicinity. Exhibitors must take extra care to ensure that there is no damage to the floor or structural property of the HITEX Exhibition Centre.

Permission/ Approvals :

All verbal agreements, permission, individual approvals or special authorisation shall be deemed to be valid only if confirmed in writing by the organisers.

Failure of Services :

The organisers will use their best endeavours to ensure the supply of the services of the HITEX Exhibition Centre, and of the authorised contractors, but they shall not incur any liability to Exhibitor for any loss or damage if such services shall wholly or partially cease to be available.

Force Majeure :

Under the conditions of force majeure, which also include strike, lockout, closure, riot, the organisers reserve the right to alter the opening dates and duration or curtail, cancel or suspend in whole or part of the Exhibition. In such an event, the Exhibitor is entitled neither to rescind the contract nor to claim any compensation or damages. In case of cancellation of Exhibition, refund will be made after deducting the proportionate cost already incurred by the organisers, and the cost of any additional services provided to the Exhibitor.

Final Decision :

In case of any dispute in interpretation of conditions for participation, or between exhibitors, the final decision of the Organisers namely Next Events Pvt. Ltd. shall be binding on all parties.

Domicile & Jurisdiction :

The implementation of these regulations or Supplementary stipulations laid down by the organisers relating to the exhibition shall be deemed to be domiciled at the office of the Mumbai Courts. All disputes arising shall be judged according to Indian laws and subject to Mumbai jurisdiction.