

Terms & Conditions – DEFEXPO INDIA 2020

1. **ORGANISER**

Government of India

Ministry of Defence, Department of Defence Production

Defence Exhibition Organisation (DEO)

Hotel TheAshoka, Room No: 102-107,

Diplomatic Enclave 50B, Chanakyapuri,

New Delhi - 110 021 (India)

(Note: Short Title- Herein after, the organizer is mentioned as DEO in this document).

2. **VENUE, DATES & TIMING**

DEFEXPO INDIA 2020,

11th edition of Land, Naval & Internal Homeland Security Systems Exhibition will be held from 5th to 8th February 2020 at VrindavanYojna, Sector 15, Lucknow, Uttar Pradesh, India

The timings of exhibition will be as follows:-

EXHIBITOR

- | | |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) Inauguration & other official functions | 5 th February 2020, 1000hrs -1300hrs.
Only 2-3 persons per company will be allowed to be on their stand on 5th February 2020 from 1000 hrs to 1300 hrs |
| b) Business Days | 5 th February 2020 (1300 hrs onwards)
6 th to 7 th February 2020 (0900–1700 hrs) |
| c) General Visitors Day | 8 th February 2020 (0900hrs-1700hrs) |

A company/organisation/association booking space for participation will be termed as an Exhibitor.

3. **PARTICIPATION CHARGES*** (Charges for Space per square meter. For more details visit www.defexpo.gov.in)

* IGST will be extra as applicable (Currently the rate is 18%).

Note:-

- The space can be booked subject to a minimum area of 12 sq meters.
- Shell-space will include three sides partition, fascia name, floor covering, five lights, one 5/15 AMP Socket, one trash bin, table and three chairs in 12 sq meters. Electricity Charges will be extra.
- In case Online Payment Gateway Service Provider or Bank imposes any taxes or charges over and above the booking amount, the same shall be borne by the exhibitor/client/person using such a service.

4. Space Booking and Payment Terms

Application for participation is required to be submitted online to Director, DEO, New Delhi – 110021 at www.defexpo.gov.in along with 25% participation charges. Registration and booking of exhibitor space will be accepted on first come - first serve basis. The interested participants may register online on official website. All payments will be done on-line on official website. Registration fees once paid will be non-refundable.

However, the participants who could not be accommodated will get refund of registration fee in due course. Upon acceptance of an application by the Organisers, the application shall ipso facto become a contract binding on the Exhibitor and the Organisers (DEO) on the terms and conditions contained herein and in the Exhibition Regulations. On any failure to comply with payment terms, the organisers reserve the right to cancel the contract and to deny access into exhibition area to such exhibitors.

(a) **Registration charges.** Non-refundable registration fee of INR 30,000 + 18% IGST will be charged towards exhibitor registration, which would be adjusted against space booking charges. If no space is booked by the exhibitor then registration fee would be forfeited.

(b) **Payment Schedule.**

(i) **Advance Payment for Space booked in Oct and Nov 2019.** 25% of the space charges are to be paid within 7 days of making provisional booking else provisional booking will get auto-cancelled by the system and space would be made available for other exhibitors.

(ii) **Full Payment for Space booked in Oct and Nov 2019.** Exhibitors who have done bookings in Oct and Nov 2019 will need to make full payment before 15 Dec 19, failing which they will have to pay 2% penalty charges per month, for balance amount payable.

(iii) **Advance Payment For bookings made in Dec 2019.** 50% of the space charges are to be paid within 7 days of making provisional booking, else provisional booking will get auto-cancelled by the system and space would be made available for other exhibitors.

(iv) **Full Payment for Space booked in Dec 2019.** Full payment is to be made by 07 Jan 2020 failing which they would need to pay 2% penalty charges per month for balance amount payable.

(v) **For bookings made from 01 Jan 2020 onwards.** Full payment is to be made at the time of booking.

(vi) **Bulk Discount.** For bulk booking, stalls have been created from 105 sqm and above. **Bulk discount of 2% will be applicable for booking space greater than 105 sqm before 31.10.2019.**

(c) **Cancellation Charges.** In addition to forfeiture of registration charges, Cancellation charges will be as under

(i) 25% Cancellation charges of the total space charges including IGST, prior to 60 days of the show (upto 05 Dec 2019)

(ii) 50% Cancellation charges of the total space charges including IGST, prior to 30 days of the show. (06 Dec 19- 05 Jan 2020)

(iii) 100% cancellation charges of the total space charges including IGST, if cancellation is done less than 30 days prior to the show (after 05 Jan 2020)

(d) Exhibitors who fail to occupy space booked by them during DefExpo2020 will be bound to pay full space charges including GST.

(e) All payments are to be made by Exhibitors in INR. Only on special cases, where foreign exhibitor is not able to pay in INR, will they be allowed to pay in USD after taking approval.

(f) The total cost represents only the payment for the site, details of which are mentioned in the invoice sent by DEO. All other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto. These additional services include, and are not limited to electricity, horticulture, telephone, internet, security etc. Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the contract are not followed. These terms cannot be varied under any circumstances.

(g) **Hall Layouts and Stand numbering Plans**

(i) Stand numbers and dimensions given on the exhibition layout plan are only for reference purpose and should not be used for any publicity purposes.

(ii) DEO reserves the right to change the numbering plan and/or alter the layout plans at any given time.

(h) **Catalogue Entry Charges.**

Word Limit	Charges	Remarks
Upto 150 words (Excluding logo)	Free	Each exhibitor will be entitled free catalogue entry (excluding LOGO) upto 150 words. Exhibitors can also get the name of their collaborator / principal / agent / Group Company included in the directory provided they fall in the same line of business.
More than 150 words and upto 300 words (Excluding logo)	Rs 500/-	
Catalogue entry with any word count upto 300 words (with Colour logo)	Rs 2000/-	

Note : (i) 18% IGST will be charged extra.

(ii) Catalogue Entry Charges payment will be made along with participation charges.

5. **Failure to Exhibit**

(a) Any exhibitor or firm which, having signed a contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor's own choosing and has not been released from the contract by DEO shall be liable for the full amount stated in the contract plus any additional costs incurred by DEO as a result of such failure to exhibit.

(b) DEO will not be liable in any way in the event that Immigration Authorities or any other govt Security Agency prevent the attendance of any personnel at the exhibition.

6. Limitation of Liability and Indemnity

(a) To the extent permissible under the Indian law, DEO, its officers, directors, employees, workers or agents shall not be liable for:-

- (i) the safety of Exhibitor, its staff, workers, agents, contractors or invitees during the exhibition
- (ii) Any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by Exhibitor, its staff, workers, agents, contractors or invitees or members of the public;

OR

(iii) Any other damages or loss (including, without limitation, to loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction, and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).

(b) DEO shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entity, siting or removal of exhibits, or for the failure of any services or amenities provided by Hall Owners or other third parties.

(c) While DEO may provide information on the relevant legal requirements applicable to the Exhibitor (including the licences and permits which the Exhibitor has to obtain), DEO shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.

(d) DEO shall not be responsible for the acts or omission of any contractor appointed by DEO to provide any products or services to the Exhibitor.

(e) In the event that DEO is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of DEO for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to DEO for the space at the event at or during which the loss or damage was incurred or suffered. This limitation does not apply to claims in respect of personal injury or death.

(f) The Exhibitor shall indemnify and hold DEO harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred due to any act, omission, neglect or default of the Exhibitor, its staff, workers, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor infringes the intellectual property rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this contract and is in addition to any other remedy which DEO is entitled to under the law.

7. Sub-Letting

The Exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of his site, whether for financial consideration or otherwise. The Exhibitor must, if he is an agent, distributor or licensee, state at the time of contract or through Exhibitor Manuals' forms, the names of the principals to be represented. This does not prohibit an Exhibitor displaying the products of a principal for whom he becomes agent, distributor or licensee after the time of contract, with the prior written permission of DEO and after paying relevant charges, if applicable. However if the Exhibitor brings in a Co-exhibitor with them, the exhibitor shall have to do registration of their Co-exhibitor after paying registration fee for Co-exhibitor also. If any exhibitor is found to have faulted, the exhibitor shall have to pay double the rate of their rental charges as penalty on the maximum rate of the space allotted.

“Any Subsidiary/Division of a Company/Exhibitor will be considered as part of the Principal exhibitor. However each Subsidiary/Division will be enrolled separately under the Principal’s login free of charge”.

8. Insurance

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold DEO harmless in respect of the Exhibitor’s liability to DEO. If DEO so demands, the Exhibitor shall provide proof to DEO that the Exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their workers, agents or contractors are insured against claims for workman’s compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his workers, agents or contractors first enters the exhibition grounds until he has vacated the exhibition grounds and all his exhibits and property have been removed. More details of Insurance related terms and conditions including rates are mentioned in Exhibitor’s Manual.

9. Construction, Maintenance and Operation of Stands

(a) **Possession of Space** – Possession to exhibitors taking bare space will be given after 10.00 a.m. on 21st January 2020. For exhibitors under shell scheme possession will be given after 11.00 a.m. on 27th January 2020. The handing over of possession in both cases will be subject to final payment of participation charges, catalogue entry fee, electricity and water charges, etc.

(b) **Construction/interior designing of Stands** – The interior design of the stand will have to be within the architectural controls laid down by DEO. Design of the stand will have to be got approved from DEO before 20th January 2020. Exhibitors who do not comply with these guidelines and regulations will have to pay a penalty of Rs50,000/- / US\$ 2000 and will run the risk of closure of the stand by DEO. All construction material, waste and empties etc. will be removed by 8 p.m. on 2nd February 2020. Work on construction of stands will be permitted within the stand area only or outside the hall and in no case in the walk-ways in the Halls. Organisers reserve the right to order any changes to booths/stands or have any item removed from the booth, which do not comply with the laid down specifications or with international norms/conventions on weapons/ammunition.

(c) **Stand Completion** – Stands are to be completed in all respect by 6 pm on 2nd February 2020/ 3rd and 4th February 2020 shall be the Security Check and rehearsal day.

(d) **Operation of Stands – No stand will remain unattended.** All stands must open at least half an hour before the exhibition and shall remain open till half an hour after exhibition time on each day.

(e) **Storage of Empties** - No empties will be stored within or behind the exhibition stands.

- (f) **Service Provider Police Verification** - It is mandatory for all Indian service providers to fill the Police Verification Form and get their workers/staff whosoever will be entering exhibition area police verified.
- (h) **Group Stands** – Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the exhibition.
- (j) **Vacation of Space** – Stands will have to be vacated under shell scheme and raw space latest by 1200 hrs on 10th February 2020.
- (k) **Damages to the Hall** – Exhibitors will be required to make good all damages or make payment for damages to the Halls or any structure or gardens/land scraping caused directly or indirectly by any exhibitor or by any agency employed by him.
- (l) **Sale of Exhibits** – No counter sales will be permitted during the exhibition. Exhibitors may distribute publicity material from their respective booth/stand.
- (m) **Handling of Exhibits, Customs and Import** – Exhibitors can avail the services of only the appointed/nominated cargo agent selected by DEO. No other cargo agent will be allowed to enter/operate in the exhibition under any circumstances.
- (n) **Entry/Exit and Passes** – Entry into Exhibition site/area will be on the basis of exhibitor passes issued by DEO. Each exhibitor will be entitled to 6 passes for 12 sq meter space. Entry of vehicles in the Exhibition Complex will not be permitted during exhibition hours and other hours specified separately. Exit passes along with no dues certificate issued by DEO will be necessary for exhibits / material to be taken out of the Exhibition Area.
- (p) **Display of Foreign Exhibits on Space/Booth Booked by Indian Exhibitor** – Defexpo India has dual rental policy to promote Indian exhibitors. These rates are only applicable to Indian companies registered in India. All other companies are liable to pay the rates prescribed for International exhibitors. **Any Indian company/exhibitors found subletting or facilitating display of foreign exhibitors on space booth will attract penalty of Rs. 18 Lakh on the Indian company/exhibitor.** The Organisers also reserve the right to order closure of such errant companies/exhibitors.
- (q) **Violation of Rules** – In the event of violation of any terms and conditions, DEO. Will reserve the right to close down the stall of the exhibitor.

10. **Force Majeure.**

DEO shall not be liable to the Exhibitor by reason of any cancellation, suspension or part-time opening of the exhibition, either as a whole or in part, for any non-performance of their obligations under this contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control. These circumstances include but are not limited to, war, fire, Act of God (flood, earthquake or other such acts of nature) national emergency, labour unrest, acts of terror, non-availability or cancellation of exhibition premises or any other cause not within the control of DEO.

11. **Unforeseen Occurrences**

In the event of any occurrences not foreseen in the Rules and Regulations, the decision of DEO shall be final.

12. **Copyright**

The Exhibitor gives permission to DEO to publish before, during and after the exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/or Exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

- (a) **original material,**
- (b) **paid for by the Exhibitor or,**
- (c) **already in the public domain such that DEO cannot be sued for copyright violation.**
- (d) **Counterfeits and Copyright Infringements**

Copyright infringement will be vigorously policed at the exhibition. Copies or counterfeit goods are not permitted at the exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned for future shows.

(e) **Government Ruling**

The exhibitor shall have no claim against DEO if National or State Government Authorities, acting independently or under the auspices of an international authority (e.g. the United Nations), bans, restrict or refuse participation at the exhibition by the exhibitor or the display or promotion of any of their products or services.

(f) **Governing Law and Disputes**

(i) **Jurisdiction** – These Terms and Conditions and the contract between DEO and the Exhibitor shall be governed by the laws of India, and the parties submit to the non-exclusive jurisdiction of the courts of Delhi, India.

(ii) **Disputes** – Disputes, if any, arising out of unresolved matters between exhibitor and MoD, DEO. Shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings will be conducted in English and at New Delhi, India only.

Above Terms and Conditions of Contract are hereby agreed and accepted by the Exhibitor.

Signature.....

Name of Authorised Signatory: Date: