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1. Upon the Exhibiting Company's ("Exhibitor") execution, this Agreement becomes a binding contract between EEPC INDIA and the Exhibitor subject to the parties, respective rights described in the terms and conditions set forth below. No Exhibitor has accepted this agreement, unless the exhibiting company / firm has paid all applicable fees and deposits by the deadlines set forth on this agreement and otherwise complied with this agreement in all respects.

2. The execution of this agreement and the timely payment of all fees and deposits do not guarantee that an exhibitor will be permitted to exhibit at the show or be assigned to a particular exhibit hall, section within the show or exhibit hall, or the space or number of booths desired by the Exhibitor or assigned by EEPC INDIA. EEPC INDIA reserves the right to select those Exhibitors who will be permitted to exhibit at the show, and the exhibit hall, area and number of booths in which the Exhibitor will be allowed to exhibit, in its sole and absolute discretion.

3. EEPC INDIA retains the absolute right to cancel, change or modify the exhibit space assigned of any Exhibitor, in its sole and absolute discretion, for any or no reason, with or without cause by mailing the Exhibitor a written "Notice of Cancellation or Change of Exhibit Space Assignment". Exhibitor also recognizes and understands that circumstances may arise immediately prior to or during the "IESS XII" show that may also make it necessary for EEPC INDIA to change or cancel an Exhibitor's space, or make the exhibit space available to the Exhibitor for fewer days and/or fewer hours than had previously been confirmed.

4. Use of Fees and Deposit: Exhibitor expressly acknowledge that EEPC INDIA reserves the right to apply any fees and deposit amounts paid pursuant to this Agreement (i) to remedy and default of Exhibitor under this Agreement including payment of required insurance; (ii) to remedy any default of Exhibitor from any previous agreement(s); (iii) for payment of any cheques returned for insufficient funds (including any bank fees related to the insufficient funds); and (iv) to pay any onsite violations of the Exhibitor. Exhibitor agrees to pay to EEPC INDIA the amount offset against a Past Due Amount by the applicable deadline. If the Exhibitor fails to pay the offset amount within the required period the Exhibitor shall be considered to be in default of its payment obligations under this agreement and EEPC INDIA shall have the right to cancel or change the Exhibitor's space assignment and exercise its other rights under the agreement.

5. EEPC INDIA reserves the right to change, increase or decrease Show hours, days or location. Notwithstanding anything to the contrary in the Exhibitor Agreement, the Exhibitor acknowledges and agrees that if EEPC INDIA elects to change, increase, or decrease Show hours, days or location, Exhibitor shall not be entitled to any expressly disclaims any right or claim to the return of any portion of any Show fees or deposits paid or payable by the Exhibitor to the EEPC INDIA.

6. Should the premises or any portion thereof, be rendered unusable for any reason or due to any cause whatsoever, including but not limited to fire, the elements, acts of God, mob, riot, or civil commotion, EEPC INDIA shall in no way be liable for any personal or business loss or any other damage, consequential or otherwise, inconvenience or annoyance to the Exhibitor arising from any of said causes.

7. EEPC INDIA makes no representations or warranties, express or implied, to the Exhibitor regarding the condition of the premises or the success of the Exhibitor's efforts for which the exhibit space will be used. Under no circumstances shall EEPC INDIA be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by the Exhibitor or any other party as a result of the condition of the premises, the exhibit space, or the Exhibitor's efforts for which the exhibit space will be used or the theft or destruction of the Exhibitor's products or property.

8. Exhibitor understands and acknowledges that all utilities including, but not limited to, electrical, water, heating, ventilation, and air conditioning are provided by the show facility at a cost and not by EEPC INDIA, and as such, EEPC INDIA assumes no responsibility for any disruption in service.

9. Exhibitor acknowledges and agrees that should (a) EEPC INDIA issue a notice of Cancellation of Change or (b) change or cancel an Exhibitor's space or make exhibit space available for fewer days than had previously been confirmed, EEPC INDIA shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by the Exhibitor or any other party as a result of any exhibit space cancellation, change or reduction in number of available days except as specifically set forth in this paragraph. The Exhibitor expressly acknowledges and agrees that EEPC INDIA's liability to the Exhibitor in any way relating to the Agreement and/or the use, cancellation, change or reduction in the number of available days of exhibit space shall be limited to the return to the Exhibitor of all or a prorated portion of any fees or deposits previously remitted to EEPC INDIA.

10. Exhibit Space Rules: EEPC INDIA shall have the right in its sole and absolute discretion to establish rules for the show and the use of exhibit space covered by this Agreement, including but not limited to the rules within the Exhibitor Manual. All Exhibitors are required to comply with all such rules which are deemed incorporated herein by this reference and shall be available to each Exhibitor prior to the show.

11. Exhibitors need to pay via RTGS/NEFT or Payment Gateway for participation charges. Exhibitors need to make payment of the total cost of participation within 15 days of online submission of the application form. If payment is not made within the stipulated time as aforesaid, the booking would be automatically released. Space shall not be confirmed by EEPC India until and unless full payment is made on that account by the exhibitor and consequently no possession of space shall be given to the exhibitor concerned. No request for cancellation of space and refund/adjustment shall be accepted by EEPC India once a booth is confirmed.

12. If the Exhibitor wishes to modify its Stand Space it shall send a written request to EEPC INDIA, stating the reason for proposed modification, which EEPC INDIA shall be entitled to accept, reject or condition at its reasonable discretion. Such conditions may include (but not be limited to) the payment of additional fees if the modification will result in additional requirements in connection with the Stand Space or the payment of the applicable. Cancellation charges set out in clause 11 if the modification will result in significantly reduced requirements for Stand Space.

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13. Miscellaneous: (a) The terms & conditions set forth above, govern the rights and responsibilities of EEPC INDIA and the Exhibitor. The Agreement and these terms & conditions represent the sole and entire agreement among the Exhibitor and EEPC INDIA and supersede all prior agreements, negotiations, and discussions between the parties hereto, and / or their representatives; (b) The Agreement and these terms & conditions shall be construed as a whole in accordance with their fair meaning and the laws of India; (c) The provisions set forth above are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision; (d) No waiver of any term, provision or condition set forth above, in any one or more instances, shall be deemed to be or construed as a further waiver of any such term, provision or condition; (e) The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority and power to do so and bind the entity for which they sign; (f) EEPC INDIA shall use reasonable care to have all power services installed in time for the opening of the Show. Proper and reasonable care shall also be taken to prevent interruption of power services during the exhibition. EEPC INDIA shall not be held responsible for late installation or interruption of any services that may occur; (g) By signing this Agreement, Exhibitor authorizes EEPC INDIA to use its name and any photographs and / or video recordings taken at the exhibition and associated events for promotional purposes.

14. (a) The Exhibitor shall supply to EEPC INDIA the name of at least one person to be its representative in connection with the installation, operation and removal of the exhibits and shall ensure that such person is available to be contacted by EEPC INDIA at all times during the Opening Hours of the Exhibition and reasonably available at other times during the Exhibition Period; (b) In order to ensure only Official access to the Exhibition areas, the exhibitor and any authorized personnel and any permitted contractors will be issued with non-transferable badges. No admission to the Exhibitor areas will be allowed unless this badge is presented. The Exhibitor will be required to provide EEPC INDIA, by the date specified in the Exhibitor Technical Manual, with a list detailing the personnel who will be present at the Stand Space and / or around the Exhibition and / or any permitted contractors and the day(s) on which each person is likely to be in attendance. The exhibitor shall be liable for all and any unauthorized use of badges issued to the Exhibitor; (c) The Exhibitor shall be responsible and liable for the conduct of all personnel and any other person associated or connected with the Exhibitor. EEPC INDIA reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence or behavior is undesirable and / or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other Exhibitors and/or Exhibition visitors and EEPC INDIA may exercise such right notwithstanding that any such person is the employee, agent or permitted contractor of the Exhibitor or otherwise in any way connected or associated with Exhibitor.

15. The Exhibitor shall carry public liability insurance against personal injury, death and damage to or loss of property by any cause whatsoever. The Exhibitor shall provide written evidence of its insurance policy to EEPC INDIA no later than 8 weeks prior to the commencement date of the Exhibition. In the event that an Exhibitor enters this agreement less than 8 weeks before the commencement of the Exhibition, the Exhibitor shall on the date of this agreement shall provide satisfactory written evidence to EEPC INDIA of its insurance policy.

16. Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this agreement and which is of confidential nature except as strictly necessary to perform its obligations or exercise its rights under this agreement PROVIDED THAT this provision shall not apply to Confidential information: (a) Which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party; or (b) Which comes into public domain otherwise than through the default or negligence of the receiving party; or (c) Which the receiving party is required to disclose by law or applicable regulatory authority. In all cases each party shall inform the other party immediately upon becoming aware of confidential information, or that an unauthorized disclosure of confidential information has been made. Each party shall ensure that its personnel, subcontractors and agents who have, or may have, access to the confidential information are bound by an undertaking in substantially the same terms mentioned above. The provisions in this clause shall continue in force notwithstanding termination or expiry of this agreement.

17. The Exhibitor shall not exhibit (nor attempt to exhibit) at the Exhibition any counterfeit good 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 where the Exhibition takes place ("Prohibited Goods"). Without prejudice to EEPC INDIA's other rights, in the event that a third party and/or a relevant authority alleges that the Exhibitor exhibits (or attempts to exhibit) any Infringing Goods and /or Prohibited Goods, EEPC INDIA shall have the right to : (a) Physically remove any such goods; (b) Terminate this agreement including the Exhibitor's right to participate in the Exhibition; and/or (c) Close down the Exhibitor Stand and in any such event, the Exhibitor shall have no financial or other claim against EEPC INDIA. Subject to any claim by a third party. EEPC INDIA shall return any removed goods to the Exhibitor. The Exhibitor agrees to attend a pre-registration inspection prior to the commencement of the Exhibition, where requested by EEPC INDIA and in accordance with EEPC INDIA's instructions from time to time, the Exhibitor agrees to on demand indemnify and keep indemnified EEPC INDIA against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kinds howsoever incurred by or on behalf of or made against EEPC INDIA arising out of exhibition by the Exhibitor of any infringing goods or Prohibited Goods, and / or acts by a third party as a consequence of such exhibition.

18. The dimension of the booth shall be accepted by the applicant, as finalized by EEPC INDIA and no representation shall be entertained in this regard.

19. Any allotment near pillar shall be accepted by applicant, as decided in Draw-of-lots.

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20. This agreement may be terminated by EEPC INDIA at any time by written notice to the Exhibitor upon the occurrence of any of the following events: (a) The Exhibition is cancelled; (b) EEPC INDIA is not satisfied that proper use is being made of the Exhibition by the Exhibitor during the build-up period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its contractors or Exhibits is in the Exhibition Centre in connection with the Exhibition; (c) The Exhibitor fails to arrange insurance cover in accordance with the Clause 15; (d) Payment of Fees is not made by the Exhibitor in accordance with this agreement; (e) The Exhibitor is or becomes for any reason unable to utilize the stand space; (f) The Exhibitor ceases to carry on the business, becomes insolvent, or 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 from enforcements of security or legal process or repossession or any event analogous to any of the above in any jurisdiction; (g) The Exhibitor or relevant attending employees, contractors or other of its personnel is or are convicted of any criminal offence or otherwise so conduct itself/ themselves so as to bring itself, the Exhibition or EEPC INDIA into disrepute.

21. The Exhibitor shall not assign, sub-let or grant licenses in respect of any part of the space allotted, nor may indulge in advertisements of firms who are not bonafide exhibitors' on its allotted stand.

22.All displays, advertising exhibits and stand arrangements made by the Exhibitor, shall be appropriate to the subject matter of the IESS XII in the sole opinion of EEPC INDIA and should be aesthetic and of a suitably high standard and shall not contravene or conflict with any local law, moral or custom and if in the opinion of EEPC INDIA, the Exhibitor is in breach of this clause, EEPC INDIA may direct the Exhibitor to rectify such breach and the Exhibitor shall immediately act accordingly.

23. It is made clear that all differences/disputes howsoever arising out of or in connection with this arrangement/agreement shall be resolved through discussion failing which, by arbitration. The discussions shall be held in the spirit of resolution of the issues that have arisen with the intention of resolving the issues amicably at the earliest. If the applicant is not satisfied with the outcome of the discussions, within 15 (fifteen) days from the receipt of the response, it shall resort to arbitration. In such circumstances, the parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this arrangement/agreement to rbitration to be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory amendment thereof, which may come into force. The parties hereby agree that the decision of the Arbitrator shall be binding on them. The place of arbitration shall be Kolkata. The language to be used in the arbitration proceedings shall be English.

24. The parties hereby agree to submit all disputes in connection with this agreement to the exclusive jurisdiction of the Courts at Kolkata, India.

25. If a Force Majeure Event like war, act of God, natural calamities, governmental directives, civil commotion, epidemic, pandemic, etc. or alike events occurs inasmuch as that EEPC India consider that it is illegal, impossible, inadvisable, or impracticable for the physical, onsite and in-person (i.e. 'live') elements of the Event to be staged, then in such situation and/ or circumstances the decision of EEPC India shall be final and binding upon the exhibitors/ participants and they shall absolve EEPC India from all claims/ liabilities in entirety.