

- or recording and transcription rights, and other privileges; the Exhibitor shall not engage in or undertake the sale of any of the aforesaid articles or privileges without the written consent of the Organiser.
5. The Organiser reserves the right to enter any portion of the premises and to eject any objectionable person or persons from said premises, and upon the exercise of this authority, the Exhibitor hereby waives any right and all claims for the damages against the Organiser.
 6. The Exhibitor shall not permit the premises to be used for any improper, immoral or objectionable purpose specifically to X-rated adult, R-rated and/or sexually provocative pictures, posters, literature, or programming.
 7. The Exhibitor shall not assign this agreement or permit its space, or any part thereof to be used by another, or suffer any use of the premises other than herein specified without the written consent of the Organiser. The Exhibitor shall not exhibit, offer for sale, give as a premium, or advertise articles not manufactured or sold in its own name, except where such articles are required for the proper demonstration of operation of the Exhibitor's display, in which case identification of such articles shall be limited to the regular nameplate, imprint, or other identification which in standard practice appears normally on them. The Exhibitor may not permit in its booth non-exhibiting companies' representatives. Ruling of the Organiser shall in all instances be final with regard to use of any exhibit space.
 8. The Organiser, its representatives, employees and concessionaires shall at all times have free access to the premises.
 9. In case the premises or any part thereof shall be destroyed or damaged by fire or any other cause; shall render the fulfillment of this agreement by the Organiser impossible, for any reason whatsoever, then and thereupon, this agreement shall terminate. The Exhibitor hereby waives any claim for damages or compensation for such termination should this agreement be so terminated and agrees that should the exhibition not be held the Organiser may retain such part of the Exhibitor's payments hereunder as to compensate the Organiser for its expenses with respect to the exhibition.
 10. The building, including the demised premises and the keys thereof, shall be at all times under the charge and control of the Organiser. Notwithstanding the above, no liability shall accrue to the Organiser as a result thereof.
 11. Booth representatives will not be permitted to remain in the exposition earlier than one hour before the scheduled opening time each day of showing, except the opening day, and will not be permitted to remain in the exhibition after the closing hour each night, with the exception of the final night. Exhibitors having special problems that require additional time should check-in at the Organiser's office on the previous day.
 12. The Exhibitor is required to submit his plans in advance for approval by the Organiser if such plans include the use of unusual effects or methods of presentation of the product.
 13. Under no circumstances will the delivery or removal of any portion of an exhibit be permitted during the show without permission first secured in writing from the Organiser.
 14. The Organiser shall have sole control over admission policies at all times.
 15. The Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down. The Organiser reserves the right to reject, eject, or prohibit any exhibit in whole or in part, or Exhibitor or its representatives, with or without giving cause. If cause is not given, liability shall not exceed the return to the Exhibitor of the amount of payments due to the Organiser by the Exhibitor at the time of ejection. If an exhibit or Exhibitor is ejected for violation of these rules or for other stated reasons, no return shall be made.
 16. In event of a dispute or disagreement between the Exhibitor and an official contractor, or between the Exhibitor and a Labour union or Labour union representative, or between two or more exhibitors, all interpretations of the rules governing the exhibit, actions, or decision concerning this dispute or disagreement by the Organiser intended to resolve the dispute or disagreement shall be binding on the Exhibitor, if the Organiser should decide to make such rules decision.
 17. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of the Organiser. These rules may be amended at any time by the Organiser, and all amendments so made shall be binding on the Exhibitor equally with the foregoing rules and regulations.
 18. Exhibitors at PALM Expo 2012 shall not display products which infringe the Intellectual Property Rights of any third party and if the Organiser becomes aware of any infringement or alleged infringement the Exhibitor shall comply with all directions from the Organiser, including (but without limiting the generality of the foregoing) the removal of a product from display.
 19. In order to reduce the risk of products being displayed or demonstrated at the Exhibition which infringe or are alleged to infringe the intellectual property rights of a third party, each Exhibitor, by signing an Application for Space, acknowledges that to the best of their knowledge and belief their products or any other products to be represented or demonstrated on their stand are not copies of other products or infringe the intellectual property rights of a third party.
 20. If the Exhibitor calls any meeting of or makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or permits any judgement to remain unsatisfied for seven days, or a receiver of any of the assets of the Exhibitor is appointed or any distress or execution is levied upon any goods or premises of the Exhibitor, the Show Owners shall have the right to terminate any Contract with the Exhibitor, to cancel the allotment of Space and to retain all monies paid by the Exhibitor under such Contract.
 21. The Organiser reserves the right to amend the plan of the Hall. The Show Owners/Organiser are not liable for any financial loss resulting from an alteration to the Hall layout.
 22. General lighting within the Exhibition Hall is supplied. An official contractor has been appointed by the Organiser to carry out electrical connections to stand displays. No other electrical contractor is allowed to work within the Exhibition Halls and all installations will be inspected by the licensing authority.
 23. No cards, advertisements or printed matter of firms or companies who are not bona fide Exhibitors at the Exhibition may be exhibited on or distributed from any stand.
 24. Strict sound control will be enforced by the Organiser. Details of the different areas of sound levels within the Hall are available from the Organiser. In signing an Application for Space, all Exhibitors agree to be bound by the sound control rules and regulations of the Hall Owner as varied from time to time and in particular. The maximum level for sound demonstrations or sound used as part of a demonstration from any stand will be 75dBA.
 25. The Show Owner, the Organiser and the Hall Owner shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invites of the Exhibitor save as a result of the Show Owner's, Organiser's or the Hall Owner's negligence. Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Show Owner, the Organiser or the Hall Owner or their servants, agents or employees.

Signed on behalf of the exhibitor:

I/we hereby apply for the space allotted to us detailed above and I/we agree to abide by the Exhibition Rules and Regulations, including the exhibition code of ethics, which form part of this Contract and which I/we have received a copy. I/we further agree to pay the installments as they fall due and understand that the stand may be reallocated if payments are not made by the due date.

Signed: Date: Company Name:

Print Name: Position in Company:

This is a legally binding contract and should be signed by a Director or Senior Executive of a company or a partner of a partnership.

PALM EXPO OFFICE USE ONLY

Accepted for & on behalf of PALM Expo		
Signed:	Name:	Date:

Space Application and Contract

To apply for space in this exhibition place complete sections 1 - 5 and return.

Company Details

Company

Trading As

ABN Customer ID

Address

City Pincode

Tel Fax

Email

Products/Services

Stand Details

Stand Number Open Fronts

Dimensions

Booth Size

Type Shell Scheme - includes walls, lights, carpet & name board

Location

Rate per m² ₹ + ₹ ST = ₹

Payment Terms

Public Liability Insurance	₹	+ ₹	ST = ₹
Sustainable Recycling	₹	+ ₹	ST = ₹
Corner Stand Loading	₹	+ ₹	ST = ₹
Stand Cost	₹	+ ₹	ST = ₹
Total Cost	₹	+ ₹	ST = ₹
Deposit	₹	ST (Including)	Due Date Immediate
Installment - 1	₹	ST (Including)	Due Date 15/01/2012
Installment - 1	₹	ST (Including)	Due Date 29/02/2012
Balance	₹	ST (Including)	Due Date 30/04/2012

ST = 10.3% Service Tax

Notes

Advertising & Sponsorship

Contact me to discuss advertising options Contact me to discuss sponsorship opportunities

Authorisation

We wish to exhibit and apply for the stand detailed above. We have read and agree to abide by the terms and conditions overleaf and any amendments advised by the organiser as a condition of the allotment of space. We agree to pay the total cost by the dates indicated including applicable Service Tax (ST) and or Entertainment Tax (ET) and any other approved charges incurred on our behalf.

Signature Date

Name (Print) Position

Person Coordinating participation

Exhibiting under the company name of

Tel Fax

Email



31 May - 2 June, 2012

Hall No. 1
Bombay Exhibition Centre,
NSE Complex, Goregaon (E),
Mumbai, India.

Co-located with:

Musician Expo 2012

**5% Early Bird Discount
November 30th, 2011**

**25% Payment on Booking
25% Payment on 15th Jan. 2012
25% Payment on 29th Feb. 2012
Balance Payment on
30th Apr. 2012**

organiser:



Diversified Communications India Pvt. Ltd.

6C/5, Sangeeta Apartments,
Ground Floor, Juhu Road,
Santacruz (W), Mumbai - 400 049. INDIA.
Tel.: +91 22 26607603
Fax: +91 22 26604923
E-mail: mdias@divcom.in
Website: www.palmexpo.in

**IMPORTANT:
PLEASE READ INFORMATION ON
RULES & REGULATIONS AND TERMS
& CONDITIONS PRINTED INSIDE**

OFFICE USE ONLY:

Application accepted for and on behalf of
Diversified Communications India Pvt. Ltd.

Signed

Date

Allotment

Date

Plan

Ddase

Diversified contact

Expocad CRM OLM

Exhibitor List Supplier Letter

Terms and Conditions

1. Definitions

- 1.1 The Organiser includes Diversified Communications India Pvt. Ltd., and Authority includes the local authorities and the lessor or operator of the Exhibition Venue.
- 1.2 The Contract is the contract referred to in clause 2.3
- 1.3 The Contract Fee means the total cost of the Space detailed in the Space Application which amount is inclusive of Service Tax.
- 1.4 The Deposit means the portion of the Contract Fee detailed in the Space Application.
- 1.5 The Exhibition is the exhibition detailed in the Space Application.
- 1.6 The Exhibition Venue is the place where the Exhibition will be held, detailed in the Space Application.
- 1.7 The Exhibitor is the applicant whose details are set out in the Space Application and where not inconsistent with the context, a reference to Exhibitor includes all reference to all of its officers, employees, agents or contractors.
- 1.8 The Exhibitor Manual means relating to the Exhibition supplied by the Organiser to the Exhibitor with this Contract or which will, in any event, be made available to the Exhibitor either in hard copy or on-line at least 3 months before the Exhibition and includes all amendments to or revisions of that manual made by the Organiser from time to time during the term of this Contract.
- 1.9 The Move-in is the time specified by the Organiser for the Exhibitor to set up displays prior to the opening of the Exhibition.
- 1.10 The Move-out is the time specified by the Organiser for the Exhibitor to dismantle and remove displays following the conclusion of the Exhibition.
- 1.11 The Organiser of the Exhibition is Diversified Communications India Pvt. Ltd.
- 1.12 The Rules & Regulations means the rules and regulations contained within the Exhibitor Manual which forms part of the Contract.
- 1.13 The Space means the Space within the Exhibition Venue detailed in the Space Application under “Stand Details.”
- 1.14 The Space Application means the form that is part of these terms and conditions.

2. Application for Space

- 2.1 An application for Space in the Exhibition shall be made by completing the Space Application and returning it to the Organiser. The Organiser reserves the right to accept or reject the application.
- 2.2 The Organiser may accept an application of Space by either:
 - (1) signing a copy of the completed Space Application and returning it to the Exhibitor; or
 - (2) notifying the Exhibitor in writing or by email that the application has been accepted.
- 2.3 When accepted by the Organiser, the Space Application becomes a binding contract between the applicant as Exhibitor and the Organiser. The Exhibitor agrees to exhibit and to be bound by these terms and conditions of exhibiting and the Rules & Regulations, and any rules and regulations imposed by the Authorities.

3. Space allocation

- 3.1 The Organiser grants to the Exhibitor a licence to use the Space to participate in the Exhibition. The grant of the licence does not constitute the grant of a right of tenancy. The Organiser reserves the right to alter the floor plan and configuration of any stand and shall only make an adjustment to the Contract Fee if the overall size of the Space is reduced.
- 3.2 An Exhibitor wishing to reduce its space must make a request in writing to the Organiser and if the request is received by the Organiser:
 - (1) 60 days or more prior to the commencement of the Exhibition and it is approved, the Organiser may, in its absolute discretion, reduce the Contract Fee by 70% of that part of the Contract Fee that relates to the Space reduced; or
 - (2) less than 60 days prior to the commencement of the Exhibition and it is approved, the full Contract Fee is payable, unless otherwise reduced by the Organiser, in its absolute discretion.

4. Exhibits

All exhibits must be directly related to the Exhibition profile and all products shown on the Exhibitor's stand must be those that the Exhibitor or related companies nominated at the time of applying for the Space and detailed in the Space Application.

5. Retail sales

Retail sales are not permitted.

6. Conduct and Canvassing

- 6.1 Exhibitors must at all times act responsibly and must not, by their actions, cause a nuisance to other Exhibitors or act in a manner that could damage the reputation of the Exhibition of the Organiser or adversely impact the running of the Exhibition.
- 6.2 Exhibitors must not canvass or distribute promotional material other than from their own stand.

7. Subletting

Exhibitors may not sub-license their Space or assign rights or obligations without the written permission of the Organiser.

8. Terms of payment

- 8.1 The Organiser will issue a tax invoice to the Exhibitor for the Deposit which shall be payable by the Exhibitor to the Organiser by the date specified in the Space Application.
In the event that the Exhibitor breaches this Contract, the Deposit shall be forfeited and taken into account in calculating withdrawal fees in accordance with clause 10.
- 8.2 The Organiser will issue a tax invoice to the Exhibitor for the balance of the Contract Fee which shall be payable by the Exhibitor to the Organiser by the dates specified in the Space Application. Where an application for Space is received after this date, the total Contract Fee is due and payable immediately.
- 8.3 The Exhibitor is responsible for settling all accounts for expenses incurred by it, its agents, employees or contractors in connection with the Exhibition and must discharge such liabilities immediately upon request by the Organiser.

9. Termination

- 9.1 The Exhibitor acknowledges and agrees that clauses 7, 8 and 10 – 19 are essential terms of this Contract and if the Exhibitor fails to comply with any of them, the Organiser may terminate this Contract by giving 3 business days' written notice to it.
- 9.2 Notwithstanding clause 9.1, the Organiser may terminate this Contract:
 - (1) without cause prior to the commencement of the Exhibition upon giving one month's notice to the Exhibitor; or
 - (2) if the Exhibitor or any of its officers becomes a defendant in any legal proceedings, involved in any inquiry (including any formal investigations by a governmental authority) or is otherwise the subject of publicity which relates, directly or indirectly, to the subject matter of the Exhibition or which may, in the opinion of the Organiser, have a negative impact on the reputation or success of the Exhibition.

10. Withdrawal by Exhibitor

- 10.1 Withdrawal by the Exhibitor
 - (1) If the Exhibitor fails to make the payments prescribed by clause 8 or fails to occupy all or part of the Space, the Organiser reserves the right to re-let the Space to another applicant and to recover damages in the form of withdrawal fees as detailed in clause 10.1(2)
 - (2) If the Exhibitor withdraws from the Exhibition it will forfeit the Deposit. Exhibitors withdrawing from the exhibition more than 120 days before the first open day are liable for 25% of the total amount due. Where withdrawal is between 60 and 120 days (inclusive) prior to the date of commencement of the Exhibition the Exhibitor will be liable to pay to the Organiser an amount equal to the 60% of the Contract Fee. If the Exhibitor withdraws from the Exhibition on a date later than 60 days prior to the date of commencement of the Exhibition the Exhibitor will be liable to pay to the Organiser an amount equal to 100% of the Contract Fee. By signing the Space Application the Exhibitor acknowledges that these amounts are reasonable pre-estimates of the typical loss which would be incurred by the Organiser arising from the Exhibitor's withdrawal from the Exhibition or breach of contract during these periods. If the Exhibitor wishes to withdraw from the Exhibition it must send written notice of the same to the Organiser.
- (3) For the purpose of clause 10.1(2) an Exhibitor will be taken to have withdrawn from the Exhibition if:
 - (a) the Exhibitor indicates to the Organiser that it may not participate in the Exhibition;
 - (b) the Organiser requests the Exhibitor to confirm its participation in accordance with this Contract in writing or by email; and

- (c) the Organiser has not received that confirmation within 3 business days after requesting it.
- (4) Amounts payable pursuant to clause 10.1(2) on withdrawal by the Exhibitor must be paid to the Organiser irrespective of whether the Organiser incurs a loss as a result of the Exhibitor's withdrawal.

11. Visa requirement

If the Exhibitor requires a visa to be issued by the Indian Government Department of Immigration and Multicultural and Indigenous Affairs, it should apply for a visa well in advance of the date of commencement of the Exhibition. The Organiser is not obliged to provide a refund of the Deposit or to waive any or all of the withdrawal fees detailed in clause 10.1(2) if the Exhibitor withdraws or is taken to have withdrawn from the Exhibition as a consequence of, directly or indirectly, failing to obtain the visa.

12. Compliance with regulations

The Exhibitor must procure that any party with which it participates in the Exhibition as part of a group stand complies with all applicable laws, any rules and regulations imposed by the Authorities and with the terms and conditions of this Contract. If the Exhibitor fails to do so, the Organiser may remove or alter all or any part of the Space or of the Exhibition in order to rectify the failure to comply, in which case the Organiser will not be liable for any loss or damage whatsoever sustained as a result.

13. Stand limits

No part of the stand or any display may extend or project beyond the allotted dimensions of the Space. Space Only Stands must not exceed a maximum height of 6 metres without the permission of the Organiser. No items may project into the aisles.

14. Shell Scheme Stands

Shell scheme stands will be provided with walls, carpet, lighting and a fascia panel (which may not be altered, removed or covered in any way) with the Exhibitor's names and stand number.

15. Space Only Sites

Exhibitors booking space only sites are responsible for the construction of their exhibition stand including flooring and walls and must not use, including for display, the walls of adjoining stands or the perimeter walls of the Exhibition Venue.

16. Shell Scheme Stands to Space Only Sites

Exhibitors wishing to change from a shell scheme stand to space only site must seek the approval of the Organiser to ensure the latter option is available in the Space. If approval is granted then the Exhibitor must enter into a new contract with the Organiser. If the change is made more than 30 days before the Exhibition, the Organiser will refund the difference in the Contract Fee between the shell scheme stand and the space only site.

17. Safety, fire, health and other laws

All fire, safety, health and other laws, rules and regulations imposed by the Organiser (including the Rules & Regulations and the Organiser's Occupational Health & Safety policy) or the Authorities must be strictly observed by the Exhibitor. All rules, regulations and policies are available upon request from the Organiser.

18. Insurance

- 18.1 Payment for Insurance is due concurrently with the stand deposit payment, if applicable. For stands where the full cost is payable, payment for Insurance is due concurrently with the full stand payment. The Exhibitor may choose to hold its own public risk/product liability insurance covering liabilities up to \$10 million for the period from the beginning of the Move-in to the last day of Move-out. If the Exhibitor, at least 21 days before the Exhibition, provides the Organiser with the certificate of insurance confirming that the policy have been effected, the Organiser will refund the Insurance Fee to the Exhibitor.
- 18.2 The Exhibitor must also hold general property and employer's liability insurance policies to the satisfaction of the Organiser' for the period from the beginning of the Move-in to the last day of Move-out. Such insurance cover must insure the Organiser against any loss as a result of any action or claim arising out of any act or default by the Exhibitor. If requested by the Organiser, the Exhibitor must provide the Organiser with the certificates of insurance confirming that the policies have been effected.

19. Exclusion of liability

- 19.1 Exclusion of liability
 - (1) The Organiser gives no warranty and makes no representation:
 - (a) that the Exhibition will attract any or any minimum number of visitors or will achieve any or any particular outcome for the Exhibitor;
 - (b) as to the completeness or accuracy of all the information provided by the Organiser.
 - (2) The Organiser is not liable to the Exhibitor for any loss arising out of any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of any stands or for the entry, sighting or removal of exhibits, or from the failure of any services normally provided at the Exhibition Venue, or for the amendment or alteration to all or any part of the Rules & Regulations or imposed by any of the authorities caused by circumstances not under the Organiser's control.
 - (3) In no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of loss or damage to the Exhibitor, direct or consequential arising from the prevention, cancellation, postponement, abandonment or part-time opening or relocation of the Exhibition either wholly or in part if for any reason beyond the Organiser's control the Exhibition facility becomes wholly or partially unavailable for the holding of the Exhibition. In such an event, the Organiser shall be entitled to retain all sums paid by the Exhibitor or such part thereof as the Organiser considers reasonable. If, in the opinion of the Organiser, by rearrangement or postponement of the period of the Exhibition, or by substitution of another hall or building or in any other reasonable manner the Exhibition can be carried on, this Contract shall be binding upon the parties, except as to the size and position of the Space, which the Organiser may modify as it deems necessary under the circumstance.
- (4) The Organiser assumes no risk and the Exhibitor releases the Organiser from liability for loss or damage to person or goods.
- (5) Without limiting the preceding clause, in no event shall the Exhibitor have any claim for damages of any kind against the Organiser in respect of loss or damage to the Exhibitor's property occasioned by theft, fire, rain accidental loss or damage, other insurable event or otherwise.

- 18.2 The liability of the Organiser to the Exhibitor for all claims relating to the Exhibition or this Contract (including in relation to a termination pursuant to clause 9), in contract, tort or otherwise, shall not exceed the amount of the Contract Fee actually paid to the Organiser by the Exhibitor in connection with the Space Application. In no event shall the Organiser be liable to the Exhibitor for any consequential, indirect, special or incidental damages, even if the Organiser has been advised of the possibility of that potential loss or damage.

20. Acknowledgement

The Exhibitor acknowledges that it has made an independent evaluation of the terms and conditions of this Contract and all information provided to it by the Organiser in relation to the Exhibition and that it has verified or will verify all information upon which it intends to rely to its own satisfaction.

21. Privacy Act

It is a condition of participation in the Exhibition that the Exhibitor's contact details may be forwarded to approved service providers appointed by the Organiser.

22. Severability

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

23. Governing laws

Dispute if any shall be subject to jurisdiction of Bombay Courts Only.

Rules and Regulations

1. Minimum space for joint registration is two 9sqm booth space booking. No additional registration of any company will be allowed in booth space less than 18sqm. Only one company will be listed as an exhibitor for booth space occupied less than 18sqm.
2. The address and contact details will be listed of the single registered exhibitor only.
3. The Exhibitor will comply with all State and Local laws and all rules and requirements of local police and fire departments and/or governmental authorities and pay for all necessary permits and licenses, including union or trade organisation clearances. If the attention of the Exhibitor is called to any such violation on the part of said Party or of any person employed by or admitted to the premises by the Exhibitor, such Exhibitor will immediately desist from and correct or cause to be corrected such violation.
4. The Organiser reserves, and at all times shall have, the sole right to operate all concessions to control or supervise radio and/or television broadcasting