

Annuxure I - General Terms & Condition

1. TERM OF REFERENCE

In these terms and conditions the following definitions shall apply :-

- Organizer shall mean Pesticides Manufacturers & Formulators Association of India (PMFAI)
- Marketing Partner shall mean Mayvi International Pvt. Ltd. (Mayvi)
- "Contract shall mean the contract established between the Participants and the organizer upon the Organizers accepting the offer of the participants to participate, upon these Terms & Conditions and the Application Form, in the exhibition.
- "Participation/Participant" shall mean Delegates, Visitors, Exhibitors, Sponsors, Speakers & Table Top Holders.
- "Exhibition" shall mean the exhibition stated on the Application Form.
- "Exhibition Center" shall mean Center named in the Application Form or such other venue as may be selected by the other organizers
- "Exhibition Space" shall mean any space in the Exhibition center incensed to the participant by the Organizers for the purpose of the exhibition under these Terms and Conditions and shall includes shell (ready stand) spaces.
- "Exhibition Show Guide" shall mean the official directory of the Exhibition published by the Organizers.
- "Exhibitor" shall include the person described as such in the Application Form & all its employees.
- "Fees" shall mean the amount payable for participation in the exhibition (as Specified in the Contract Form).
- "Representative" shall mean the employees of the Exhibitors, Sponsors, Table Top Holders or Delegates or Visitors or Speaker.
- "Rules & Regulations" shall mean the rules & regulation for the time being applicable to, amongst others, exhibitors at the Exhibition Center made by the organizers as per the exhibition center contract.

2. CONDUCT FOR PARTICIPANTS : (Delegates, Exhibitors, Speakers, Sponsors & Table top Holder)

A. Conduct of Exhibitor : Every participants shall ensure that his booth is open to view and staffed by competent representatives during Exhibition hours. The PMFAI reserves the right to stop any activity on the part of any participant that may cause annoyance to other participants. Business must be conducted only from the participant's own exhibiting area and under no circumstances may this be carried out from an aisle or elsewhere within the Exhibition. Every participant, and all persons for whom he may be responsible, must conduct themselves in an appropriate manner.

B. Conduct of Sponsor : Sponsor hereby grants to PMFAI a non exclusive license to use the sponsor logo solely in connection with the sponsorship and the event. I Sponsor will provide all artwork and other reasonably necessary information, as requested by PMFAI. During the term of this agreement, sponsor will have the right to indicate to the public that it is a sponsor of the event. Nothing herein grants or is deemed to grant to sponsor any right title or interest in or to the event or any other PMFAI products or services or intellectual property. In the event that the sponsor change the company logo at any time during the Term, sponsor agree that PMFAI shall not be obliged to make any consequential changes to materials that include the sponsor logo produce by organizer / marketing partner in connection with the Event (including, but not limited to, reprinting promotional literature or publicity material) till you don't inform organizer / marketing partner in writing about the change of sponsors logo and send the same to us. You will not hold organizer/ marketing partner liable for any damages, if the same is not informed PMFAI timely. The sponsor acknowledges and agrees that he shall be solely responsible for all costs that he will incur relating to attendance at the Event (including without, limitation any travel costs, the cost of any temporary staff and any costs relating to the stand that the sponsor erect at the Event and all costs incurred by sponsor in exercising the Sponsor Benefits). You shall promptly comply with all reasonable instructions and directions issued by or on behalf of organizer/ marketing partner in connection with the Event and its promotion(including, without limitation, any instructions, or directions given in relation to the use of the venue at which the Event is being held). Organizer shall not be responsible for any failure or delay in providing any of the Sponsors Benefit where such failure occurs directly or indirectly as a result of sponsor failure or delay in complying with any of organizer/ marketing partner reasonable instructions or directions. Sponsor shall not do, or omit to do,(and sponsor shall procure that none of sponsor's employees, agents or contractors shall do, or omit to do) anything which may : (i) bring the Event or the other party in to disrepute; (ii) disparage the Event or us; (iii) damage organizer/marketing partner good will associated with Event; or (iv) be otherwise prejudicial to the image and / or reputation of the Event or organizer. Organizer shall provide the Sponsor Benefits and organize the event using reasonable skill and care and will consult with the Sponsors Representative (as set out in the Sponsorship Contract) on aspects of the Event where organizer deem it appropriate to do so. The sponsor benefits are personal to sponsors company and PMFAI is not obliged to provide the Sponsor Benefits (or any part of them) to any other entity or person.

C. Conduct of Delegates : Upon registration, each participant will receive a badge bearing his or her name, company name on registration day. Participants who registers on-spot will receive badges upon arrival. Badges must be worn in exhibition area within the hotel as identification, and as entrance passes to conference activities. For security reasons, Organizer cannot allow persons without badges to take part in any conference function and exhibition area. The PMFAI reserves the right to cancel registration on the part of any participant that may cause annoyance to other participants. Registration information will be sent to registered delegates by email at least seven days prior to the event. Any delegate not receiving the registration information should contact adeshpande@pmfaiindia.org / admin@mayvi.com all booking made prior to the conference must be paid in full to guarantee registration. Once payment has been received, an email confirmation and a receipted invoice will be sent if payment is not made at the time of booking, registration will be provisional. Bookings received less than two weeks before the conference date can only be paid by cash/cheque/credit card. In order to qualify for any 'early bird' rates, booking and payment must be received before the deadline date listed in the conference promotional material.

D. Conduct of Speakers : Views expressed by speakers are their own. PMFAI cannot accept liability for advice given, or views expressed, by any speaker at the conference or in any material provided to delegates.

E. Conduct of Table Top Holders : Every Table Top holder shall ensure that his Table Top space is open to view and staffed by competent representatives during Exhibition hours. The PMFAI reserves the right to stop any activity on the part of any participant that may cause annoyance to other participants. Business must be conducted only from the Table Top holder's own space and under no circumstances may this be carried out from an aisle or elsewhere within the Exhibition. Every participant, and all persons for whom he may be responsible, must conduct themselves in an appropriate manner.

3. SECURITY AND LIABILITY : All local, state and country laws shall be observed during the Exhibition & conference in the Exhibition Venue. The participant shall observe all safety regulations of the Landlord, directives by security personnel and the PMFAI. The participant shall be liable for all damage to persons or property, or economic losses which have been caused Booth equipment, exhibits and any employees acting on its behalf. The PMFAI and its affiliates and their respective directors, officers, agents, marketing partner and employees will not be liable for the loss or damage of any participant's property. The participant assumes responsibility and agrees to indemnify and defend PMFAI and its affiliates and their directors, officers, agents, marketing partner and employees from any claims or expenses arising out of the use of the Exhibition Venue. The PMFAIs and its affiliates and their respective directors, officers, agents, marketing partner and employees shall not be liable for, and are hereby released from, any claims, liabilities, losses, damages, costs or expenses relating to or arising out of any injury to any personnel of the Participant or to any other person or any loss damage to any property of the participant or any other property where such injury, loss or damage is incidental to, arises out of, or is in any way connected with the Participant's participation in ICSC Delhi, 2019, and the participant shall be responsible for any such injury, loss or damage, or any expenses relating there to, and the Participant hereby agrees to protect, indemnify, and hold harmless the PMFAIs and its affiliates and their respective directors, officers, agents, marketing partner and employees against all such claims, liabilities, losses, damages, costs and expenses, including reasonable attorney's fees & cost of litigation;

4. USE OF AN PARTICIPANT APPOINTED CONTRACTOR (EAC0 : The participant hereby agrees not to contract for, nor to use, any service in connection with its exhibit in the exhibition venue such as shall be made available or approved by the PMFAI's not less than 30 days before the opening date of the Exhibition. The participant shall supply to the PMFAI name to any persons or organization other than those designated as the participant Appointed contractor, who are proposed for the performance of any service for the participant. The PMFAI will promptly notify the participants of its approval or disapproval of such selections.

5. DAMAGE TO THE EXHIBITION VENUE/DISMANTLE : The exhibition space to be returned by the participant in the same condition as it was handed over. No nails, screws or other fixtures may be driven in to any part of the Exhibition Venue including the floors. In the case of any damage to the exhibition space or the halls (structure, floor, cables, ducts, etc) it shall be repaired at the participant's expense. If the clearance of the booth has not been undertaken in good time, the PMFAI may have it cleared and the goods put in storage at the expense of the participant. The PMFAI shall assume no liability for exhibits left behind.

6. SHOW MANAGEMENT'S RIGHT TO TERMINATE CONTRACT : If any participant fails to observe or perform any of the provision of the contract, the PMFAI is shall have the right to terminate at the contract forth with by notice in written to such participant. All monies paid by the participant shall be forfeited to and retained by the PMFAI and the participant shall indemnify PMFAI and its affiliates and their respective directors, officers, agents, marketing partner and employees in respect of all costs, losses, damages or expenses (Including any consequential loss or damage or any reasonable attorney's fees) incurred.

7. SHOW MANAGEMENT'S RIGHT TO CANCEL EXHIBITION : The PMFAI shall have the right at all times to abandon, cancel or suspend the Exhibition & conference in whole or in part in the event that there is likely to be insufficient Participants participation in and support for the Event. In such circumstances, the decision of the PMFAIs shall be final. In the event that PMFAI cancels the event, participants shall receive a full refund less any banking charges that may have been incurred on participants behalf. Alternatively, the sum can be credited towards another PMFAI conference for up to 1 year from the date of the original event. PMFAI is not responsible for any loss or damage as a result of a substitution, alteration or cancellation/postponement of the event. PMFAI assumes no liability whatsoever if this event is cancelled, rescheduled or postponed due to a fortuitous event that in the opinion of the organizers renders this event impracticable or impossible. For purpose of this clause, a fortuitous event shall include, but not be limited to : war, fire, labour strike, disease outbreak (human or livestock), extreme weather or other emergency.

PMFAI may cancel or reschedule the event in its sole discretion, In event that the event is cancelled and not rescheduled and such cancellation is due to events that are not outside of PMFAI reasonable control, then PMFAI shall refund the fees to sponsor, less a reasonable amount if any to account for any marketing efforts already made prior to such cancellation.

8. FAILUR OF SERVICES : The PMFAI will used all reasonable endeavors to ensure the supply of the services of the landlords and of those mentioned in the Event Manual, but they shall not incur any liability to the participant for any loss or damage, if such services shall wholly or partially fail or cease to be available nor shall the participant be entitled to any allowance in respect of monies paid or due.

9. FLOOR PLAN LAYOUT CHANGES :Through the floor plans sent out periodically, all exhibitor and or participant should frequently review their space location and changes to neighboring booths/ areas for updates. The PMFAI is anticipating alterations to the initial printed plan and can't be held responsible for changes which may alter a participating exhibitor's selection of space. If a specific exhibitor is impacted by an adjacent major layout configuration, the PMFAI will notify them directly.

10. SUBLETTING OF SPACE : The exhibitor and or participant agrees not to assign, sublet or apportion space or any part thereof contracted for, not to exhibit, advertise or offer for sale merchandise or services other than those manufactured or sold by participant company in the regular course of business. As an example: when articles are required for the proper demonstration or operation of exhibit displays, in which case identification of such articles shall be limited to the regular name plate, imprint or other identification, which in standard practice appears normally on the article. Participants may not permit non-exhibiting company representatives to work in their booths except their own dealers and representatives.

11. CANCELLATION POLICY : In the event that participation is cancelled or part of the Exhibition Space contracted, the person/company must do so in writing and will be obliged for the Cancellation fees as follows :

A. For Exhibitors & Table Top :

- Upto 5/6/2019 Cancellation fee = 25% of total cost
- Upto 30/8/2019 Cancellation fee = 50% of total cost
- Upto 1/10/2019 Cancellation fee + 100% of total cost

(Cancellation must be in writing with the date of receipt decisive for deadline purposes) This contract will not be binding unless and until it is accepted and approved by PMFAI by countersignature below of a duly authorized representative, and a Booth Confirmation Notice has been issued. The Exhibitor agrees to be bound by all applicable rules, including those in this contract for Exhibition Space, the Terms and Conditions, the Display Construction Guidelines, the Exhibitor manual, and in any correspondence outlining revised (Booth) location, or other notices, etc, all of which are incorporated herein and made part of this contract. In the event of any conflict between this contract for exhibition space and /or the Terms and Conditions and any other applicable rules the terms of this Contract for Exhibition Space take precedence. In witness whereof, applicant has caused this contract to be signed by an officer of the company or person duly authorized. I understand that by providing the email address above, on behalf of the company/organization specified above, I am authorized to and hereby consent for the company/organization to receive ICSCE related emails from PMFAI, and the officially designated contractors, venues, or other companies that Show Management have officially appointed to provide services for ICSCE.

B. For Sponsors : If a sponsor cancels their sponsorship package at any time of any reason, the sponsor will be responsible for the entire sponsorship package fee, However, should the sponsor secure a replacement company for that sponsorship package, PMFAI will issue a 85% refund to original payment after the replacement company has registered and paid full sponsorship package. PMFAI is not obligated in any way to provide assistance with securing replacements for sponsors wishing to cancel their sponsorship package. All refunds will be send within 45 days of the event has concluded.

C. For Delegates : Delegates may nominate an alternative person from their organization to attend up to 7 days prior to the start of the event, at no extra charge should substitution not be possible, cancellation charges apply as follows :

- From booking time to up to one month before the conference- full conference refund
- No refund in case of early bird registrations
- 4 Weeks or less prior to start of event : 100% of the delegate fee
- All substitutions and cancellations must be received in writing

12. DISPUTES : This contract shall be construed pursuant to the laws of the Mumbai city in Maharashtra, India without regard to the conflicts of law provision thereof. Any action hereunder shall be brought in the courts in the Mumbai City and the participant hereby submits to the jurisdiction of such courts for of adjudication thereof.

13. PAYMENT TERMS : Payment for all participants are due within 10 business days of registration. If such payments are not received within 10 business days, participants registration is subject to automatic cancellation. Please note, if participants registration is cancelled due to non-payment you may be prohibited from booking Exhibitors/Sponsorships in the future, at PMFAI's sole discretion. Booth/Table/Sponsorship packages booked within the early bird rate period must be paid in full before the early bird rate period ends. If payment is received after the early bird rate period ends, the then current rate will be charged.

Marketing Partner



Media Partner



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15. **INVOICE TERMS**: Please note, PMFAI will provide Invoice as per their own system, no special invoice will be provided to any participants.

16. **INTELLECTUAL PROPERTY RIGHTS / PROHIBITED GOODS** :

1. The participants shall not exhibit (nor attempt to exhibit) at the Exhibition any goods which infringe any third party's Intellectual Property Rights ("fringing Goods") or any goods which are prohibited or restricted by local laws or regulations where the Exhibition takes place ("Prohibited Goods")

2. Without prejudice to the Organizer's other rights, in the event that a third party and /or a relevant authority alleges that the Participant exhibits (or attempts to exhibit) any Infringing Goods and/ or Prohibited Goods, the Organizer shall have the right to :

(a) Physically remove any such goods;

(b) Terminate this Agreement including the Participant's right to participate in the Exhibition; and/or

(c) Close down the Participant's stand; and in any such event, the Participant shall have no financial or other claim against the organizer. Subject to any claim by a third party, the organizer shall return any removed goods to the Participant.

3 The participant agrees to attend a pre- registration inspection prior to the commencement of the Exhibition, where requested by the Organizer and in accordance with the Organizer's instructions from time to time.

4. The participant agrees to on demand indemnify and keep indemnified the Organizer against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind howsoever incurred by or on behalf of or made against the Organizer arising out of the exhibition by the Participant of any Infringing Goods or Prohibited Goods, and/or any acts by a third party as a consequence of such exhibition.

17. **PROPERTY RIGHTS** : PMFAI reserves the right to make alterations/changes to the conference program, venue and timings. In the unlikely event of the program being cancelled by PMFAI for reasonable beyond their control, a full refund will be made. Liability will be limited to the amount of the fee paid by the delegate. In the event of it being found necessary, for whatever reason, that the conference is being postponed or the dates being changed, the organizers shall not be liable for any expenditure, damage or loss incurred by participant. If by re-arrangement or postponement the event can take place the booking between the participant and the organizer shall remain in force and will be subject to the cancellation schedule.

18. **CONFIDENTIAL INFORMATION** : means any proprietary or confidential information disclosed by PMFAI to sponsor that is designated at the time of disclosure as being confidential, or, if disclosed orally or visually is identified as such when disclosed, or which, under the circumstances surrounding the disclosure, Sponsor knows or has reason to know that such information should be treated as confidential without the need to be marked as such. Without limiting the foregoing, confidential information shall include any information regarding the event, marketing plans of the event, sponsorship amount, and customer information.

19. **DATA PROTECTION** : By submitting registration details, delegates agree to allow PMFAI / marketing partner to contact them regarding their services. Delegate names and company names will be compiled onto delegate lists for each conference so that all attendees can see who is at the conference for the purpose of networking and meetings. The contact details of registered delegates will not be shared with other contacts outside of the company.

Marketing Partner



Media Partner

