**TERMS & CONDITIONS FOR BOOKING STALL OR BOOTH IN OPTICS FAIR 2020 :-**

1. S.S. Exhibitors (SSE) will make publicity of the exhibition so that qualitative and quantitative visitors visit the exhibition and exhibitors / participants get best of their displays and efforts. Efforts of publicity made by SSE shall be considered as proper, sufficient and appropriate; and it shall not be called in question in any manner by any party. However in case any exhibitor feels, that sufficient or expected number of visitors and / or quality of visitors have not attended the Optics FAIR in that event SSE will at all not be responsible.

2. Any part payments will not constitute a concluded contract. Any or all part payments will be treated as deposit only. On receipt of full and final payment and after approving application either by SSE, this Agreement shall be operative. SSE have right and discretion to accept or reject any application without assigning any reason.

3. Whole and any part and all parts of the said exhibition named Optics FAIR will be subject to normal circumstances. In other words, in case of any natural calamity, unexpected happenings like strike, social or political instability or disturbances, act of God, unexpected happening, or anything not within normal and natural control of SSE, SSE shall neither be responsible nor liable for making good or compensating for any loss, damage or otherwise that may be caused to any participant and /or its products.

4. SSE have discretion to change location of space / stall allotted or to be allotted to Exhibitors.

5. Actual area of occupation of space by concerned Exhibitor is an essence of the contract.

6. After booking a particular area / space / booth / stall, the exhibitor shall not be entitled to change the same and exhibitor shall not be entitled to claim any refund for same and in the same way the exhibitor shall not be entitled to transfer to any other exhibitors / party such space / stall / booth without prior express, written consent and approval obtained from SSE. It is further clarified that after booking a space / stall / booth, all Exhibitors shall be duty-bound to pay the balance outstanding amount of the contract irrespective of facts and circumstances.

7. In the event of any dispute or any kind of legal consequences and for that if any party wants to initiate any legal action, arising out of the Application & License Agreement for the Exhibition Participation and incidental thereto, in that event, exclusive jurisdiction shall be at Ludhiana, India.

8. The exhibitor shall not advertise or display its products / material / machinery etc. beyond the space / stall / booth which is allotted to exhibitor.

9. Exhibitor shall not indulge in any activity during the exhibition like lottery, gambling, contest, betting, liquor selling, musical programs, etc. The exhibitor shall not cause any nuisance, annoyance or cause any kind of problem to other persons in the exhibition and in the same way exhibition shall not cause noise pollution and any other pollution and shall be abide by law and order of India. In case, any problem arises between any parties with regard to the exhibition or incidental thereto, the law prevailing at India shall be binding upon all parties.

10. SSE shall not be responsible and liable in the event of any errors or omissions in placement of name / product / services of any exhibitor in publishing the Directory / Exhibition Catalogue.

11. It is clearly understood that this Agreement and rights and liabilities of the parties are and shall be subject to local laws of India.

12. Exhibitor shall not cause any kind of injury or loss or damage to persons and property of any person or the property of SSE. In case Exhibitors causes any kind of injury or loss or damage, in that case Exhibitor shall be duty bound to compensate the suffering parties.

13. SSE shall not be responsible to exhibitors for any loss or damage to any display or any goods or any machinery or any asset of exhibitors in case of fire, storm, rains, theft, act of God, or failure of electricity or any other unavoidable circumstances. SSE shall provide protective agency and services for safeguard of exhibitors’ properties, however, in case any loss or damage to the exhibitor as mentioned above, in that event, SSE shall not be responsible.

14. Exhibitors shall participate the exhibition at its own sole risk.

15. SSE ensure that they will make all reasonable arrangement for electrical supply and safety, however, for any electrical failure or supply failure, and for any loss consequent thereto, they shall not be liable. The Exhibitor shall not make any changes / alterations in decorations / provided facilities within the allotted exhibition space / booth / stall without prior permissions from the Event Producer. The Exhibitor shall not make any changes and alterations with regard to the electrical supply, use and applications without prior permission from the Event Producer.

16. Any breach by any exhibitor, of terms, conditions, rules or regulations of this Agreement, SSE shall be entitled to terminate this Agreement without notice and thereafter exhibitor shall not have any right and thereafter the exhibitor shall forthwith remove its employees, agents, servants and property from the licensed space allotted to it and from the exhibition hall.

17. The exhibitor shall not let, sub-let, sub-license, assign or otherwise transfer or part with possession of the licensed space / stall / booth or rights and liabilities under this Agreement to any other exhibitor or any other party, with or without any kind of consideration.

18. Exhibitor shall not do anything that may cause any kind of loss or damage to person or property of any other exhibitor, SSE, visitors or otherwise.

19. The Exhibitor shall be allowed to promote its products / services / material / machinery, etc. and shall be allowed to display / canvas / advertise only within the allotted exhibition space / booth / stall at the Exhibition venue. Exhibitor shall not apply paints, lacquers, adhesive or any other kind of coating to building, columns, floors, booth or equipment at the Exhibition venue.

20. Exhibitor shall take service only from official labour and official contractor in their space / stall / booth.

21. Exhibitor shall use the space / stall / booth reasonably and prudently so that fire or any other accident does not happen.

22. Performance of music by exhibitor shall be subject to obtaining prior written permission and license from copyright owner or its agent and competent authority.

23. Exhibitor shall not make or put or place or otherwise keep any display items anywhere outside the space / stall / booth allotted to it.

24. Exhibitor shall not display or use glossy or reflecting colours, coating or item so as to disturb or obstruct anyone else.

25. Exhibitor shall take every care and precaution to maintain fire safety. If it is necessary for any Exhibitor to bring in any fire prone, hazardous or inflammable item, such Exhibitor shall inform SSE in writing well in advance and also ensure in writing that such Exhibitor has taken full insurance cover against all risks including third-party insurance.

26. Exhibitor opting for open space and for making its own arrangement for covering such space shall do so at its own risk. Every kind of service of manpower like arrangement, colouring, fire-safety, electrical installation etc. shall be taken by such exhibitor only from approved and authorized Contractor or Agency of SSE available on the spot, at extra cost to be paid directly to concern Agency person or Contractor. Such exhibitor shall arrive and occupy the space well in advance and shall so commence and complete its preparations so that manpower and services on the spot may not become inadequate at any time.

27. Any matter not covered by any of the rules and regulations or terms and conditions shall be subject solely to the decision of SSE and their decision shall be final.

28. The exhibition is only for display, canvassing, propaganda, publicity and promotion of products and services but not for conducting any sale, on wholesale or retail basis, or for affecting any transfer, distribution for consideration, exchange etc.

29. Free of charge distribution of samples / items allowed by law shall be allowed.It shall be a duty and responsibility of Exhibitor to take insurance at its own cost for its products, material, machinery, manpower, staff during transitory period of to and fro, and during exhibition.

30. SSE shall provide stall, one table, two chairs, one normal electric point, 3 lights and fascia to 9 sq. meter exhibitor and same shall be increased on pro-rata basis, e.g., for a stall of 18 sq. meters, Exhibitor shall be entitled for 2 tables, 4 chairs, 2 electric points, 6 lights and fascia. For additional facilities like electrical, power, water, furniture etc., Exhibitor shall have to bear extra cost for the same. Exhibitor shall take such extra facility and service only from authorized agencies or contractors of SSE and pay such agencies or contractors directly.

31. If Exhibitor takes any facility, services from any authorized agent, contractor or labour contractor and in case any dispute arises between such Exhibitor and such authorized agent, contractor or labour contractor, SSE shall not be responsible.

32. All exhibitors shall be entitled to use, occupy the space for the purpose of display advertisements, demonstration etc. only for 2 days. The exhibitors shall not have any other rights over the space / stall / booth.

33. The exhibitor shall be entitled to use and occupy the space / stall / booth only after taking official possession-letter issued by SSE. At the time of vacating the said space / stall / booth, every exhibitor shall have to collect exit-letter from SSE. Every exhibitor shall bring all its material, products, machinery and other articles after registering the same with SSE and at the time of vacating and taking back the said articles, the exit-letter from SSE shall have to be taken by exhibitor.

34. All other forms required to be filled in by exhibitor, formalities to be complied with by exhibitor, and all information and conditions mentioned in the brochure / catalogue / manual are part and parcel of this Agreement and same shall be binding upon Exhibitor.

35. Exhibitors shall not be allowed to make movement of the machinery / products / equipment’s from the space / booth / stall allotted to them to any other space within the Exhibition venue.

36. The Exhibitors shall have to make their arrangements related to lodging and boarding on their own cost and risk.

37 Electrical Safety: All wiring on display or display fixtures must conform to the applicable standards established by various governmental agencies and standard fire inspection ordinances. All display wiring must exhibit the seal and / or such other seals of official approving agencies as may be required at the site of Exhibition.

38. Before installation of any electrical item exhibitor have to take the permission from the management in writing and exhibitor has to use power / electrical allotted by our agency / management.

39. Exhibitor has to use power stabilizer to run their equipment’s. Management is not responsible for any damage due to power / electrical fluctuations.

40. Exhibitor will not alter any power connection.

41. **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 organizers and are obliged to enforce compliance thereof from his staff, agents or representatives. The Exhibitor shall observe and comply with the Exhibitor Manual at all times. The Exhibitor remains obliged to participate even if the exhibition is postponed for reason deemed necessary by the organizers.

**Cancellation & Reduction of Space:** In case of cancellation or withdrawal from participation of the stall by any Exhibitor, the paid amount would be forfeited. Reduction of space may be allowed by the organizers at their discretion and without assigning any reason elect whether or not to accept any reduction request.

42. The exhibition details will be available on the website:www.opticsfair.in

**Signature of Exhibitor**