

**Special Conditions for Participation in Apparel Sourcing Week 2020**  
(hereinafter referred to as "SCP")

**1. Contract Partner**

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ARPL acts either as the organizer or the co-organizer of the trade shows or exhibitions (hereinafter referred to as "EVENT") that are held within the Republic of India. Companies intending to participate in the EVENT are hereinafter referred to as "EXHIBITOR".

**2. Contractual terms**

The terms for participation in any EVENT consist of the General Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "GCP"), the SCP, the Exhibitor Manual provided by ARPL and all technical conditions notified to the EXHIBITOR before the EVENT begins. However, if ARPL provides additional exhibition services through service partners, then the terms of business of the respective partner shall prevail over this SCP- in case of discrepancies.

**3. Venue, duration, opening hours**

The exact address of the venue, EVENT dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the EXHIBITOR in the Exhibitor Manual.

**4. EXHIBITORS and approved exhibition goods**

Eligible EXHIBITORS are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights and/or the extant intellectual property laws in India cannot be showcased at the EVENT.

**5. Fees**

The participation fees for the rental of Exhibition Space (stand rental fees) as stipulated in the application form are binding. Nonetheless, ARPL shall reserve the right to charge premium for prime locations, seek special surcharges for stands with open sides, etc. in the nature of registration fees or in terms of charges per registered co-exhibiting company. In such cases, ARPL shall endeavour to specify such charges in the application form. ARPL also reserves the right to apply a minimum of net space to be ordered by each exhibiting company.

Participation Fees and other charges may be invoiced in INR or Foreign Exhibitor rates as may be applicable. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of exhibition venue.

**6. Complete rental stand**

For the trade shows ARPL can offer complete rental stands as specified in the application form. ARPL shall be responsible for assembling and dismantling these rental stands. However, the complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way by the EXHIBITOR, his agents and/or Contractors.

The EXHIBITOR shall be liable for all damage done during the rental period and in the event of any damage, shall be accountable for the arising incidental costs. For avoidance of doubt, it is hereby clarified that any pictorial representation contained in the application form or the Exhibitor Manual are merely illustrative and ARPL shall make no warranty for the same.

**7. Payment conditions**

Invoices shall be payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without any unilateral charges or deductions, quoting invoice number. If the EXHIBITOR enters an address, distinct from the usual place of business, for invoice purposes in the application form, then it shall authorize the stated person/company to receive the invoice and other payment requests, on its behalf. However, it shall not constitute an exemption from the obligation to pay.<sup>1</sup>

The EXHIBITOR is not entitled to convert at its own initiative the invoiced amount into any other currency for the purposes of bank transfer. If for any reason, a conversion into another currency becomes necessary, the EXHIBITOR shall contact ARPL who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space shall come into

existence only after payment of invoices has been made in full and proof of payment has been furnished to ARPL.

**8. Insurance**

EXHIBITORS are obliged to arrange for distinct and adequate insurance arrangements. Insurance may also be arranged through a collective insurance scheme or arrangement procured by ARPL at prescribed costs by ARPL.

**9. Exhibitor Manual**

ARPL shall provide to the EXHIBITOR an Exhibitor Manual with all technical, organisational and venue information, as well as, the order forms for both obligatory and optional services. The Manual and the service forms may be provided in hard copy, electronic version or downloadable from the internet. It is to be noted that the rules, regulations and deadlines mentioned in the Exhibitor Manual shall be binding for all EXHIBITORS.

**10. Stand design**

The ARPL shall provide the pre-fabrication stall at the venue. It also provides indemnity to give the work aids as specified in the participation contract.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the EVENT, wallpaper or other finishing material must be removed by the EXHIBITORS, otherwise EXHIBITORS will be charged with the incidental costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The EXHIBITOR shall be liable for damage done and will be charged with the costs. Please note that pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Non-compliance to the above enumerated conditions may result in claims for damages by ARPL or the affected neighbouring EXHIBITORS.

**11. Co-exhibitors**

Co-exhibitors are companies who appear on the EXHIBITOR's stand and present their own products with their own personnel. All products of co-exhibitors must also fulfil the eligibility criteria contained in Clause 4 and be in line with the exhibition concept. Co-exhibitors are only eligible if they fulfil the conditions for participation in the event and if the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the EXHIBITOR. Co-exhibitors will be fully listed in the official show directory only when full payment of co-exhibitor's fees / catalogue registration fees has been paid in full. If a co-exhibitor fee / catalogue registration fee applies for the EVENT, ARPL will invoice these directly to the EXHIBITOR. ARPL reserves the right to limit the number of co-exhibitors per booked stand.

**12. Represented companies**

A company displaying products on a stand which was booked by another company and the same which is not present with its personnel is called a represented company. The direct EXHIBITOR is obliged to notify ARPL of all company names and countries of represented companies on the stand. All products of represented companies must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Company details of represented company are not to be fully listed in the show directory. However, ARPL reserves the right to limit the number of represented companies per booked stand.

**13. Country entry regulations**

All EXHIBITORS and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations prevailing in India.

The refusal of entry or refusal of visa shall not constitute a reason for an extraordinary notice of cancellation. Cancellation shall be governed by clauses 7 and 9 of the GCP.

**14. Exhibitor claims, written form, place of fulfilment, jurisdiction**

All EXHIBITORS claims against ARPL must be made in writing and in accordance with the laws applicable in the Republic of India. The statutory period of limitation begins on the last day of the EVENT. Agreements that deviate from these or supplementary terms must be in writing.

Place of fulfilment and jurisdiction is New Delhi, India. However, ARPL reserves the right to bring its claims before the court of the place at which the EXHIBITOR has his place of business.