



# **EXHIBITION PARTICIPATION CONTRACT**

			EXHIBITING COMP	ANY INFO	RMATION					
Company Name										
Salutation	Prof/Dr/Mr/Mdm/Ms		Contact Person:		Designation:					
Address										
Postal Code			City		Country:					
Tel No.	( )		Fax.: ( )							
Mobile No.	( )									
Email										
PARTICIPATION COST										
Participation Options		Loyalty Rate Before 1 <sup>st</sup> October 2023			rly Bird Rate After 1st October 2023	Standard Rate From 30 <sup>th</sup> October 2023				
Raw Space above (min 18sqm)		□ INR – 9,000/-			INR – 10,000/-	□ INR – 11,000/-				
Shell Scheme Package (min 9 sqm) *		□ INR – 9,500/-			INR – 10,500/-	□ INR – 11,500/-				
INTERNATIONAL PARTICIPANTS		□ USD \$ 150/-			USD \$ 175/-	□ USD \$ 200/-				
BOOTH SPECIFICATIONS										
Total Booth Sizesqm (Preferred Dimension:mL xmW)										
Open sides option		☐ 1 side open ☐	2 sides open ☐ 3 si							
Booth Number										
PARTICIPATION SUMMARY										
Raw Space above (min 18sqm)			(sqm) x							
Shell Scheme Package (min 6 sqm)		(sqm) x			(rate)					
SUB-TOTAL SUB-TOTAL										
Add: GST rate as applicable by the govt norms (applicable to GST - registered businesses)										
GRAND TOTAL										
			PAYMENT TERM	S AND ME	THODS					
<ul> <li>Payment shall be settled as follows:         <ul> <li>30% of Grand Total must be paid within fifteen days (15) days upon receipt of official invoice. Balance of 70% must be paid by 1st October 2023.</li> <li>For application received on and after 1st November 2023, 100% payment must be paid days upon receipt of invoice.</li> </ul> </li> </ul>										
(2) Method of payment (please select one)  □ India Cheque (for India Companies only) made payable to "JB EXHIBITIONS INDIA PRIVATE LIMITED."										
☐ Telegraphic Transfer (please remit INDIA RUPEES ONLY) to:  Beneficiary Account No: 923020009458215										
Beneficiary Name: JB EXHIBITIONS INDIA PRIVATE LIMITED										
Beneficiary SWIFT Code: AXISINBB219 IFS Code: UTIB0003449										
Beneficiary Bank Name: AXIS BANK LTD Beneficiary Bank Address: GR FLR SHATRUNJAY PLAZA S V RD RAM MANDIR GOREGAON WEST MUMBAI 400104										





EXHIBIT PROFILE										
	Ayurveda Products - Medicine		Aroma/ Essential Oils / Fragrance		Pure Food					
	Herbal Segment		Natural essential oils		Organic Products & Beverages					
	Ayurvedic Medicine & Drug Manufacturer		Perfume oils Incense sticks		Natural & Organic foods					
	Classical		Dhoop and Dhoopam		Nutraceuticals products					
	Ayurvedic medicines		Natural Face Wash		Herbal Ingredients and extracts					
	Patent products		Natural Skin Care Products		Health and Dietary supplements					
	Herbal Medicine and Supplements		Natural & Organic Fragrances		Diet Products					
	☐ Ayurvedic books and Publications		Wellness Destinations & Health Centers		Sports food					
	Machinery		Ayurveda Resorts		Nutritional Drinks					
	Equipment and Technologies		Ayurveda Hospitals and clinics		Fortified Foods					
	Ayurvedic Pharma Machinery Products		Yoga Ashrams		Agro Foods					
	Processing Technology		Yoga studios Yoga Centers		Dairy Products					
	Specialized Packing		Meditation Centers		Readymade Meals					
	Encapsulation Equipment		Naturopathy Centers		Soya Products					
	Labelling, fitness gadgets and Equipment		Nature Cure Centers		Honey Products					
	Massage equipment		Wellness tourism Centers Tour & Travel Agencies		Gluten free foods					
	Panchakarma Equipment		Tour & Traver Agencies		Froze pure foods					
	☐ Steam/ Sauna/ Hydrotherapy Equipment		Ayurveda/Ayush Education							
	Acupressure		Ayurveda Universities							
	☐ Acupuncture products		Colleges and Institutions Ayurveda Research Centers							
	☐ Machinery		Yoga Universities							
	☐ Copper bottle		Colleges and Research Centers							
	IT Solutions and Certification/Liasoning		Naturopathy colleges and Research centers							
	Health Informatics		Training centers Research facility							
			Research facility							
CONTRACT										
	agree to abide by and be bound by the Term				_					
	wledge receipt, and any amendments, which n	•	,							
	ger. Upon acceptance by the Event Manager,			_						
	oitor"). By signing below, I/we confirm that I/we	•								
Regulations. I/We agree to the payment terms and method above. The Event Manager reserves the right to alter the position of the allocated space/booth and to change the Exhibition venue for the interest of the Exhibition as a whole as determined by the Event Manager.										
Cilarig	e the Exhibition vehice for the interest of the Ex	illibition a	s a whole as determined by the Event Mahage	1.						
	EXHIBITING COMPANY NAME AND STAMP			NAMEOE	AUTHORISED					
	EXHIBITING COMPANT NAME AND STAMP				IGNATURE/DATE					
_										
	EVENT MANAGER COMPANY NAME AND				AUTHORISED					
	STAMP			PERSON/S	IGNATURE/DATE					





## GENERAL EXHIBITION TERMS AND CONDITIONS (this "Contract")

The Exhibition (Avur Avush India 2024) is managed by JB Exhibitions India Private Limited (Event Manager). Ayur Ayush India 2024 is a subsidiary of JB Exhibitions India Private Limited.

### (2) Contract

(i) This Contract is hereby entered into between the Event Manager and the Exhibitor. (ii) This Contract constitutes a license granted by the Event Manager to the Exhibitor only and shall not be deemed to be a lease or a contract for lease.

## (3) Allocation of space/booth

(i) This application does not give the Exhibitor a right to choose or reject the space/booth allocated by the Event Manager. (ii) Space/booth will be allocated at the Event Manager's full discretion without the Exhibitor being entitled to claim compensation for damage incurred. (iii) The Event Manager's decision on the allocation of the space/booth will be final and binding on the Exhibitor. (iv) The full contract price is payable even if the Exhibitor eventually does not utilize the whole space/booth. (v) If the Exhibitor does not fulfil any of its obligations set out in this Contract, the Event Manager will be entitled not to proceed with the allocation of space/booth, or to withdraw an existing allocation of space/booth or not to make space/booth available, without prejudice to the Event Manager's claim for full payment of the amounts

## (4) Payment

The payment for space/booth rental shall be settled in two (2) instalments as follows:

- a. 30% of Grand Total must be paid within fifteen days (15) days upon receipt of official invoice. Balance of 70% must be paid by 1st October 2023.
- b. For application received on and after 1st November 2023, 100% payment must be paid days upon receipt of invoice.

## (5) Cancellation

(i) The Event Manager reserves the right at all times to, without the Exhibitor having the right to compensation, (a) change the dates of the Exhibition or (b) cancel the Exhibition due to any cause whatsoever including but not limited to any cause pursuant to Clause 20 below. (ii) No application can be cancelled or altered unilaterally by the Exhibitor. The Event Manager may comply with a request to cancel the application subject to the condition that the Exhibitor pays a compensation for cancellation. The amount of compensation will depend on the time of cancellation and will be calculated at a percentage of the total space/booth rental payable in accordance with the following schedule:

Receipt of notice of cancellation Compensation (percentage of total space/booth rental)

a) Before 1<sup>st</sup> November 2023 b) On and after 1<sup>st</sup> November 2023 100%

# (6) Warranty

The Exhibitor represents, warrants and undertakes that it is entering into this Contract as principal and not as agent or nominee of any third party, and the exhibits do not infringe or are likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained or any breach of the provisions of this Contract, this Contract and the license herein granted may be terminated by the Event Manager (without the Event Manager being liable for any damages or claims whatsoever and without prejudice to the Event Manager's other rights and remedies) and the Exhibitor shall indemnify the Event Manager against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

# (7) Exhibits and other related materials

(i) All exhibits, brochures, audio-visual presentations, displays and all related materials and articles are subject to the approval of the Event Manager. (ii) The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approvals required for the exhibits and its participation in the Exhibition have been obtained prior to the commencement of the Exhibition.

# (8) Liability and risks

(i) The Exhibitor shall insure, indemnify fully and effectively and hold the Event Manager harmless against any and all costs, claims, demands, losses, liability, charges, actions and expenses which it may be subject to or may incur or which may be made, claimed or instituted against it as a result of any negligent act, breach of any of the terms of this Contract, omission, conduct, failure of the Exhibitor or its directors, officers, agents, servants, invitees, or independent contractors, (ii) The Exhibitor's aforesaid indemnity shall extend to all losses or injuries caused to any persons or property howsoever caused by the Exhibitor or its exhibits or personnel, or otherwise arising while the said persons are upon or examining, observing or passing the exhibits or space/booth occupied by the Exhibitor, or by the demonstration of or otherwisein connection with the Exhibition. (iii) The liability or risks of loss or damage to the Exhibitor's employees or agents, or the exhibits, shall be the responsibility of the Exhibitor. (iv) Exhibits shall be placed at the Exhibitor's own risks and the Event Manager, its respective shareholders, officers and agents shall not be held responsible for any theft, damage, loss or destruction of the exhibits. (v) Under no circumstances will the Event Manager, any government, statutory or regulatory body or agency or their respective directors, officers or agents make good or accept responsibility or be liable howsoever in respect of any damage, theft, loss or destruction of the exhibits or any property, goods or articles or things whatsoever placed, deposited, brought into or left upon the Exhibition premises by the Exhibitor.

# (9) Sound level

The use of headphones for sound demonstration is strongly recommended. The sound level of audio equipment must be tuned to an acceptable volume and conducted in a way which does not interfere with nor be a nuisance to neighboring space/booths. The sound level should not exceed 80dB measured from the nearest point of adjoining space/booths. If the Exhibitor refuses to comply with the request to reduce the volume, the Event Manager reserves the right to disconnect all power supplies to the space/booth and no compensation will be made to the Exhibitor.

The Exhibitor shall make sure that they are fully covered by insurance including, but not restricted to, all risks on their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstances whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold the Event Manager harmless in respect of all costs, claims, demands and expenses to which the Event Manager may in any way be subjected as a result of any loss or injury arising to any person (including members of the public or the Event Manager's staff, agents, or contractor(s) or property howsoever caused as a result of any act or default of the Exhibitor, his servant, agents or contractors or invitees. If the Event Manager so demands, the Exhibitor shall provide proof to the Event Manager that the Exhibitor has adequate insurance cover.

## (11) Loss or damage

The Event Manager shall not be responsible for any loss or damage to the Exhibitor's property caused during moving, transportation or shipment. In such cases, the Exhibitor is still liable to pay the full space/booth rental and any other amount payable to the Event Manager.

(i) The liability of the Event Manager (if any) shall under no circumstances (whether arising from breach of Contract, tort or otherwise) exceed the amount of the total Contract price paid by the Exhibitor for the license herein granted. (ii) The person or persons appointed by the Event Manager to undertake any official tasks including the Official Contractor and the Official Freight Forwarder are independent contractors and are not agents of the Event Manager

# (13) Sub-licensing and non-assignment

(i) This license to participate in the Exhibition is personal to the Exhibitor and is non-transferable. (ii) No licensing or sub-licensing may be granted by the Exhibitor to any other party. The Exhibitor shall not assign or sublet the space/booth or any part thereof. (iii) The Event Manager may without the consent or approval of the Exhibitor assign or transfer its rights and/or obligations under this Contract. The Exhibitor may not assign or transfer any of its rights or obligations under this Contract without the prior approval of the Event Manager.

(i) If in the reasonable opinion of the Event Manager, the Exhibition premises may become unfit for occupancy or if the holding of the Exhibition or the performance of the Event Manager of any of the provisions of this Contract are interfered with by virtue of any cause, this Contract (or any part thereof) may forthwith be terminated or cancelled by the Event Manager without the Event Manager being liable in damages or otherwise to the Exhibitor. (ii) This Contract may be terminated forthwith by the Event Manager if, in the Event Manager's opinion, the Exhibitor does not or may be unable to perform or comply with any of its obligations of this Contract.

### (15) Revocation

Upon termination of this Contract, the license granted is revoked and there upon the Exhibitor shall immediately leave the Exhibition premises and remove all its exhibits. The Exhibitor will be charged any extra expenses caused by the delay in leaving the premises or removing his exhibits on time.

### (16) Set-off clause

The Event Manager may deduct from or set-off against any money due from the Event Manager to the Exhibitor any sum which the Exhibitor is liable to pay to the Event Manager.

The Event Manager will have the right to take the following courses of action without any judicial intervention, if necessary, at the Exhibitor's expense, against an Exhibitor who acts in contravention of any provision of this Contract or who fails to comply with a direction given by or on behalf of the Event Manager:

- Refuse the Exhibitor and its representative's admission to the Exhibition;
- b) Close and/or clear the Exhibitor's space/booth; and
- Take possession of the exhibits displayed, any goods and anything built or fitted by the Exhibitor.

# (18) Laws and regulations

All laws, rules and regulations (including, without limitation, traffic, health, fire safety and environmental laws and regulations) imposed by the Event Manager or local authorities and agencies or the lessor of the Exhibition premises must be strictly observed by the Exhibitor.

# (19) Force maieure

The Event Manager shall not be liable to the Exhibitor by any reason of any cancellation or part-time opening of the Exhibition, either as a whole or in part, for any non-performance of their obligations under this Contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control including but not limited to and without affecting the generality of the foregoing, any acts of God, flood, tempest, storms, war, shortages of water, labor or power, acts or threats of terrorism, riots, civil commotion, strikes or insurrection, failure of any applicable government authority to issue required governmental permits, suspension, termination or revocation of any material governmental permit required for the Exhibition, outbreak or threat of outbreak of infectious or communicable diseases such as SARS and any other similar event or condition.

# (20) Partial invalidity

The invalidity or unenforceability or any provision of this Contract shall not affect the validity or enforceability of any other provision.

# (21) Remedies and implied waivers

No failure or delay on the part of the Event Manager to exercise, any right or remedy under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

# (22) Governing law and jurisdiction

(i) This Contract shall be governed by, and construed in accordance with the laws of INDIA. (ii) The Exhibitor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of MUMBAI for all purposes in relation to this Contract and waives any objections on the ground of venue or forum non-convenience or on similar grounds.

# (23) Exhibitors' manual and floor plan

(i) Further rules and regulations pertaining to the Exhibition can be found in the Exhibitors' Manual and other documents issued by the Event Manager from time to time. (ii) The Event Manager reserves the right to make further rules and regulations (having immediate effect) from time to time in relation to any aspect of the Exhibition. (iii) Such rules and regulations whether contained in the Exhibitors' Manual or otherwise shall form part of this Contract and shall be binding on the Exhibitor

# (24) Unforeseen occurrences

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of the Event Manager shall be final.