

Application & License Agreement for Exhibition Participation

A. EXHIBITOR DETAILS:

Name of Company / Organization: _____
 Name of the Chief Executive: _____ Designation: _____
 Name of the Contact Person: _____ Designation: _____
 Address*: _____
 City : _____ Pin / Zip: _____ Country: _____
 Phone: _____ Mobile: _____ Fax: _____
 E-mail: _____ Website: _____

* Please note that all correspondence related to GPE EXPO PVT. LTD will be sent to this address only

B. DETAILS OF PARTICIPATION & OTHER CHARGES:

1. Space Details <input type="checkbox"/> Raw Space _____ @ USD 325/- per Sq. Mt. (Min. 30 Sq. Mt.) <input type="checkbox"/> Shell Stand _____ @ USD 350/- per Sq. Mt. (Min. 6 Sq. Mt.) <i>Taxes / VAT will be applicable extra on above rates</i>	USD _____ /- USD _____ /-	Payment Details: Amount: _____ Demand Draft / Cheque No.: _____ Dated: _____ Bankers: _____
Preferred Booth No.: _____ / _____ / _____ Exhibition Space Requirement: _____ Sq. Mt.	TOTAL	
	USD _____ /-	

C. EXHIBIT DETAILS:

The products or business line of the company which will be put on display at the exhibition through samples or display panels / material

1.	2.
3.	4.

D. MODE OF PAYMENT:

The payment towards the exhibition participation has to be made by Demand Draft in favour of GPE EXPO PVT. LTD. payable at AHMEDABAD, INDIA

PAYMENT SCHEDULE: ❖ 40% along with the APPLICATION & LICENSE AGREEMENT
 ❖ 60% latest by July 31, 2014

NOTE: The person signing this document on behalf of the Exhibitor Company expressly represents and assures both other parties, i.e. GPE Expo Pvt. Ltd. that he or she is authorized by the Exhibitor Company to execute this Agreement. The person signing document on behalf of the Exhibitor Company assures and acknowledges that he / she and the Exhibitor Company have read, understood and accepted the Terms & Conditions, rules and regulations as set forth on Pages 2 to 3 of this Application & license Agreement annexed herewith and same from an integral part of this Agreement.

NAME: _____ SIGNATURE: _____
 DESIGNATION: _____ COMPANY SEAL: _____
 PHONE: _____ HAND PHONE: _____ FAX: _____
 EMAIL: _____ WEBSITE: _____ DATE: _____
The payment must be submitted along with this dully filled & signed APPLICATION & LICENSE AGREEMENT to GPE EXPO PVT. LTD on the following address:

GPE EXPO PVT. LTD (GPE)
 GLOBAL, 402-403 ABHIJYOT SQUARE, B/H DIVYA BHASKAR, S. G. HIGHWAY,
 AHMEDABAD 380 051 INDIA
 Tel.: +91.79. 4000.8233 / 4000.8253

FOR EXHIBITION MANAGEMENT USE ONLY

CUSTOMER NO.:		STALL NO. ASSIGNED:	
ORDER NO.:		STALL SIZE:	Sq. Mt.

ENCL: Terms & Conditions and Rules & Regulations of this Application & License Agreement for Exhibition Participation

ANNEXURE TO AGREEMENT FOR TERMS & CONDITIONS, AND RULES & REGULATIONS ACCEPTED BY THE EXHIBITOR / APPLICANT PARTICIPATING KENYA PHARMA EXPO 2014 AT NAIROBI, KENYA:

1. GPE Expo Pvt. Ltd. (GPE) 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 GPE 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 Kenya Pharma Expo 2014, in that event, GPE will at all not be responsible.
2. Any part payment/s will not constitute a concluded contract. Any or all part payment/s will be treated as deposit only. On receipt of full and final payment and after approving application either by GPE, this Agreement shall be operative. GPE 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 Kenya Pharma Expo 2014 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 GPE, GPE 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. Because of any kind of natural calamity or for any other reason if the exhibition is required to be cancelled, in that event, Exhibitor shall not be entitled to get any refund amount. However, if GPE decides to refund some amount, in that case, the Exhibitor shall not be entitled to claim by way of right and it will be solely discretionary to GPE. It is clarified that Exhibitors shall be entitled to refund at the discretion of GPE only to such amount, which is paid by them under this Agreement and not for any other investments or expenses made or occurred by them.
5. In case of any natural calamity or for any other reason/s beyond control of GPE and in that case if the exhibition is required to be postponed, in that event, exhibitors shall not be entitled to refund of any amount and exhibitors shall not be entitled to cancel their bookings.
6. GPE has discretion to change location of space / stall allotted or to be allotted to Exhibitors.
7. Actual area of occupation of space by concerned Exhibitor is an essence of the contract.
8. 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 GPE. 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.
9. All kinds of payments made by Exhibitors are non-refundable except Security Deposit. After making part payment for booking a particular space / stall / booth, the exhibitor shall not be entitled to refund of any amount / deposit except Security Deposit.
10. GPE are accepting Security Deposit with an assurance from the Exhibitors that in case any Exhibitors cause any kind of damage to space/ stall / booth or any other property of the Exhibition / GPE, same shall be recoverable directly and adjusted from the said Security Deposit.
11. After completion of the exhibition, after producing valid proof of outward dispatch of all material from Kenya, which were brought by individual exhibitors for the purpose exclusively of the said exhibition, and after getting approval from GPE, exhibitors shall be entitled to refund of Security Deposit.
12. 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 Nairobi, Kenya.
13. The exhibitor shall not advertise or display its products / material / machinery etc. beyond the space / stall / booth which is allotted to exhibitor.
14. Exhibitor shall use the licensed space / stall / booth only and solely for its own products and services, and shall not advertise or display any other product, material, machinery other than mentioned in its Application & License Agreement for Exhibition Participation.
15. The exhibitor's name will be displayed on fascia as per its application / agreement. The exhibitor will not change name or display any other item on fascia.
16. Exhibitor shall not advertise or display or propagate or circulate or promote in any manner any product, material, machinery or service of any other exhibitor or party.
17. 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 Kenya. In case, any problem arises between any parties with regard to the exhibition or incidental thereto, the law prevailing at Kenya shall be binding upon all parties.
18. GPE 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.
19. It is clearly understood that this Agreement and rights and liabilities of the parties are and shall be subject to local laws of Kenya.
20. Exhibitor shall not cause any kind of injury or loss or damage to persons and property of any person or the property of GPE. 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.
21. GPE 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, theft, act of God, or failure of electricity or any other unavoidable circumstances. GPE 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, GPE shall not be responsible.
22. Exhibitors shall participate the exhibition at its own sole risk.
23. GPE 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.
24. Any breach by any exhibitor, of terms, conditions, rules or regulations of this Agreement, GPE 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.
25. 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.
26. Exhibitor shall not do anything that may cause any kind of loss or damage to person or property of any other exhibitor, GPE, visitors or otherwise.

27. 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.
28. Exhibitor shall take service only from official labour and official contractor in their space / stall / booth.
29. Exhibitor shall use the space / stall / booth reasonably and prudently so that fire or any other accident does not happen.
30. Performance of music by exhibitor shall be subject to obtaining prior written permission and license from copyright owner or its agent and competent authority.
31. Exhibitor shall not make or put or place or otherwise keep any display items anywhere outside the space / stall / booth allotted to it.
32. Exhibitor shall not display or use glossy or reflecting colours, coating or item so as to disturb or obstruct anyone else.
33. 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 GPE 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.
34. 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 GPE 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.
35. If the exhibition is cancelled or postponed, terminated mid-way after inauguration, due to any reason beyond normal and natural control of GPE, exhibitor shall be entitled to refund of only of Security Deposit and no other money.
36. Any matter not covered by any of the rules and regulations or terms and conditions shall be subject solely to the decision of GPE and their decision shall be final.
37. 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.
38. Free of charge distribution of samples / items allowed by law shall be allowed.
39. 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.
40. GPE shall provide stall, one table, two chairs, one 5 AMP 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 of 5 AMP each, 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 GPE and pay such agencies or contractors directly.
41. 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, GPE shall not be responsible.
42. Kenya Pharma Expo 2014 exhibition dates will be September 17, 18 & 19, 2014; and Exhibition Hours for Visitors will be between 10:00 Hours to 17:30 Hours for all 3 days. Exhibitors are entitled to occupy their space / stall etc. from September 16, 2014 and they shall have to vacate the said space / stall / booth etc. latest by 08:00 Hours on September 20, 2014. The Exhibitor shall have to return its own exhibit material, e.g. machinery / material / equipments / products, etc. by October 15, 2014 to its origin place from where it was brought. If any exhibitor will not vacate and will not take its products, machinery, material etc. back from the exhibition venue after 08:00 Hours on September 20, 2014, in that event, GPE shall be entitled to remove such articles, products, machinery etc. of exhibitor/s to the common warehouses at the cost of exhibitor/s and for transferring such articles, machinery, and products if any damage is caused to such articles, in that event GPE shall not be responsible. It is further clarified that all such expenses incurred by GPE shall be directly recoverable from Security Deposit of each exhibitor and in case thereafter if any dues become outstanding, in that event, exhibitor shall not be entitled to take its products, materials, machinery etc. from such warehouses.
43. All exhibitors shall be entitled to use, occupy the space for the purpose of display advertisements, demonstration etc. only for 3 days. The exhibitors shall not have any other rights over the space / stall / booth.
44. The exhibitor shall be entitled to use and occupy the space / stall / booth only after taking official possession-letter issued by GPE. At the time of vacating the said space / stall / booth, every exhibitor shall have to collect exit-letter from GPE. Every exhibitor shall bring all its material, products, machinery and other articles after registering the same with GPE and at the time of vacating and taking back the said articles, the exit-letter from GPE shall have to be taken by exhibitor.
45. 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.
46. Exhibitors shall not be allowed to make movement of the machinery / products / equipments from the space / booth / stall allotted to them to any other space within the Exhibition venue.
47. The Exhibitors shall have to make their arrangements related to lodging and boarding on their own cost and risk.
- 47 (a) 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.
- 47 (b) 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.
- 47 (c) Exhibitor has to use power stabilizer to run their equipments. Management is not responsible for any damage due to power / electrical fluctuations.
- 47 (d) Exhibitor will not alter any power connection.
48. *The exhibition will be available on the website: <http://www.KenyaPharmaExpo.org>*

Prepared by Mr. Yatin Soni, Advocate, India