

Terms and conditions (scroll to view)

Please refer to the Exhibition Manual for detailed information about your participation in the exhibition.

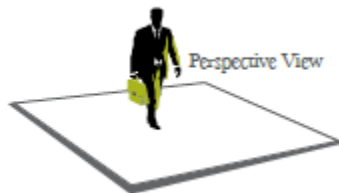
For Shell Scheme Stand:

- Shell Scheme booth is a basic readymade booth provided with booth panels, company fascia name board, standard furniture, electrical fittings & booth carpet.



For Raw Space / Bare Space Scheme Stand:

- Raw Space booths are usually taken by companies who intend to have designer booths to project their theme/brand equity
- In a Raw Space booth, only a marked area is provided, **NOT any furniture, carpet and fascia**



- An MCB box with 3-phase power connection and supply as per requirement filled by the Exhibitor in the Order Form for Power
- It is mandatory to comply to the norms/rules for the stall design as indicated in the manual
- Please submit the final design for approval as per deadline indicated in the Manual

Organisers reserve the right to modify the floor plan for logical reasons or ones beyond their control.

A. Payment terms & conditions

For bookings between 1st November 2022 and 31st January 2023

Installments	Amount payable	Deadline	Terms & Conditions
Booking amount	25% of the total	Within 15 calendar	If unpaid, the booked exhibit

	booth cost	days from the date of Proforma Invoice	space will be released on the 16th calendar day
Second instalment	25% of the total booth cost	Within 60 calendar days from the date of Proforma Invoice	If unpaid, stall booking will stand cancelled on 61st calendar day and the booking amount of 25% will be forfeited
Final Installment	50% of the total booth cost	On or before 31st May 2023	If unpaid, stall booking will stand cancelled and the monies paid will be forfeited as per the terms mentioned in B.

For bookings between 1st February 2023 and 31st May 2023

Installments	Amount payable	Deadline	Terms & Conditions
Booking amount	25% of the total booth cost	Within 15 calendar days from the date of Proforma Invoice	If unpaid, the booked exhibit space will be released on the 16th calendar day
Final Installment	75% of the total booth cost	On or before 31st May 2023	Stall booking will stand cancelled and the monies paid will be forfeited as per the terms mentioned in B.

For bookings after 31st May 2023

Installments	Amount payable	Deadline	Terms & Conditions
Booking amount	100% of the total booth cost	Within 15 calendar days from the date of Proforma Invoice	If unpaid, the booked exhibit space will be released on the 16th calendar day

B. Booth Cancellation Terms & Conditions

For bookings between 1st November, 2022 and 31st January, 2023

- If an exhibitor cancels their stall booking within 30 calendar days from the date of the Proforma Invoice, they can avail refund, after a deduction of 15% of the booking amount
- If an exhibitor cancels their stall booking on or before 20th March, 2023, a deduction of 25% of the total amount of the Proforma Invoice will be applicable
- If an exhibitor cancels their stall booking on or after 21st March 2023, but on or before 10th July 2023 a deduction of 50% of the total amount of the Proforma Invoice or the amount received, whichever is more will be applicable

- If an exhibitor cancels their stall booking after 10th July, 2023, no amount will be refunded

For bookings after 31st January, 2023

- If an exhibitor cancels their stall booking on or before 20th March, 2023, a deduction of 25% of the total amount of the Proforma Invoice will be applicable
- If an exhibitor cancels their stall booking on or after 21st March, but on or before 10th July, a deduction of 50% of the total amount of the Proforma Invoice or the amount received, whichever is more, will be applicable
- If an exhibitor cancels their stall booking after 10th July 2023, no amount will be refunded

General

The provisions, subject to which signatories of the Exhibition Participation Contract (to which these Conditions are annexed) (the “**Participants**” or the “**Applicants**”, in this case, “**Exhibitors**”) may take part in the proposed exhibition (the “**Show**” or the “**Exhibition**”, in this case, **BOILER WORLD - AFRICA**) are laid down in these **Conditions of Participation**, conditions which apply to the Exhibition site, as well as all regulations stated in the General Rules. The Exhibition Participation Contract, these Conditions of Participation, the General Rules, all regulations stated in the General Rules and additional fire safety regulations collectively constitute the contract (the “**Contract**”) between the Participant and Orangebeak Technologies Private Limited (the “**Organiser**”). Additional regulations, as well as specified fire safety regulations, will be sent to Participants upon registration. Should these Conditions of Participation deviate from the provisions stated in the General Rules, then the Conditions of Participation will have priority.

The exhibition Participation Contract once filled, agreed upon and submitted, is binding on the Participant and is cancelable only at the discretion of the Organiser. The person submitting the Exhibition Participation Contract declares on behalf of the exhibiting company that he/she represents, that they are duly authorized to bind the Applicant according to the copy of adequate records of the company or that they possess power of attorney to sign contracts on behalf of the company.

Organization

The event is organized by Orangebeak Technologies Private Limited. The Registered office address is Kanchan Vrinda, Adjacent to Asha Mangal Karyalaya, Khare Town, Dharampeth, Nagpur - 440010 (Maharashtra, India), Email: info@orangebeak.com, Website: www.orangebeak.com

I. Exhibition hours/Admission fee

Kindly refer to the Exhibition Manual (shared with the applicant), for details of Exhibition hours. No admission fees would be applicable for all those manning the booth on behalf of the applicant company as well as their vendors. Other regulations regarding admission can be referred to in the Exhibition Manual.

II. Products and services on exhibit

At the Show only products and services which, at the sole discretion of the Organizer, are deemed in accordance with the purpose and concept of the Show, and are within the range

of the recommended maximum weight mentioned in the Exhibition Manual, may be exhibited. The Organizer will also determine at their sole discretion, the total number of stands and the number of stands exhibiting a similar product or service. Without prejudice to the generality of the foregoing, products and services of which a research organization of good reputation has established that they can be of danger for the consumers or that they may show defects within a short period of time after initial use, will not be permitted at the Show.

III. Application/Participation in the exhibition

By ticking the appropriate boxes on the application form and by submitting this form to the Organizer in the web app, the Participant confirms to agree with the conditions as stated in these Conditions of Participation and the General Rules.

At all times the Organizer reserves the right to refuse an application. Upon acceptance of registration, the Organizer will send the advance invoice to the Participant. No further rights can be derived from participation.

IV. Construction and dismantling of stands

3 days pre-exhibition will be provided for set-up, during which Participants will be able to construct stands and bring in goods depending upon the nature of their stall. A detailed schedule of the same is mentioned in the Exhibition Manual and it is mandatory for the Participants to follow the schedule to its last detail.

The Organizer reserves the right to change the location, period, dates and times of the Exhibition at their sole discretion. The Participant will be notified of this as soon as may be reasonably doable. The Organizer will not have any liability for any damages whatsoever arising out of such changes. Participant hereby waives its rights, if any, to bring any claims against the Organizer for damages or otherwise in this regard. Once the Exhibition is over, the Participant is bound to fulfil the cleaning/clearance obligation for the stand space rented as stated in the General Rules, in time. In the event the Participant fails to do so, the Organizer holds the right to fulfil this obligation at the Participant's cost, risk and expense. Cleaning and clearance include removal of all goods used by the Participant intended as waste, to a place designated by the Organizer in due time.

The costs of construction and dismantling, including all required materials and tools, are entirely at the expense of the Participant. The design/layout of the stand has to be submitted by the Applicant to the Organizer for approval at least 60 days before the start of the Show in case of the bare stall.

V. Sale and conditions

Any kind of sale is strictly prohibited during the Show.

VI. Exhibitor e-Catalogue

During the Show an e-catalogue with basic Participant information consisting of the Participant's name and full contact details (as provided by the Participant herein) will be made available for download. This information will be mentioned on the internet site of [the Organizer/Show].

VII. Terms of payment

Payment terms as mentioned under **A. Payment Terms & Conditions**, are to be followed strictly and mandatorily by each Participant, failing which, the Organizer reserves to take necessary action against the Participant's booking, at any given point.

VIII. Cancellation of stand space

Cancellation terms as mentioned under **B. Booth Cancellation Terms & Conditions**, are to be followed strictly and mandatorily by each Participant, failing which, the Organizer reserves to take necessary action against the Participant's booking, at any given point.

IX. Cancellation and Refund

If serious circumstances dictate, whether they are dependent or independent of OBTPPL, OBTPPL has the right to cancel the Exhibition and/or the related Contracts immediately without prior warning. The monies already paid by the Exhibitor to OBTPPL, towards stall booking will be refunded to the Exhibitor without any deductions. Apart from the aforementioned refund, the Exhibitor is not entitled to claim compensation or damages.

X. Liability

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk. All exhibits are brought to, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and cost and shall be safeguarded by the Exhibitor at all times. The Organizer shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the Exhibition including, without limitation, any theft, fire, use of the security room service, defect in the Exhibition Centre howsoever caused the cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organizer, any matter in reference to these Terms and Conditions, any natural calamity or any act of God, howsoever arising. The Exhibitor indemnifies the Organizer against payment of taxes, penalties, charges, levies, octroi, cess, import duties, etc. or any other statutory payments which the Organizer may be called upon to pay on behalf of the Exhibitor/s. The Exhibitor also indemnifies the Organizer or the Event Producer / its Agents for any infringement of Copyrights by third parties / other Exhibitors.

XI. Insurance

The Exhibitor must have, at all times, valid and adequate insurance cover against theft, burglary,, public liability, damage to property, personal injury, third-party loss, accidents, natural calamities, acts of God and such other risks normally insured against by Exhibitors and/or as the Organizer may require, in connection with, inter alia, the Exhibitor's property and its activities during the Exhibition (including the moving in and moving out periods). The Organizer shall be entitled to inspect any such insurance policy and receipts for premium at any time.

The Exhibitor shall insure and/or accept the risk of any change to the venue, opening hours, duration and/or the date or dates of the Exhibition or any other postponement or cancellation of, or other change, to the Exhibition.

Exhibitors are obliged to arrange for distinct and adequate insurance coverage and arrangements for their exhibits as well as their staff and also third-party liability. As an organiser, we insure the Exhibition adequately but it is mandatory for an exhibitor / exhibiting company to insure for all the above-mentioned parameters.

XII. Additional regulations

The Organizer reserves the right to introduce, at any time, further regulations and guidelines governing this Contract.

XIII. Subletting

The Participant is not allowed to assign, sublet or grant licenses in respect of any part of the space allotted to or display advertisements of the firms who are not bona fide Participants, in the space allotted. The Organizer reserves the right to levy a sub-letting surcharge for each sublet agreed to and the Applicant is liable for the payment of this charge under the same terms of payment as the main stand rental.

XIV. Nuisance

The Participant will not cause any inconvenience to or obstruct any other Participant while making use of his/her stand space. The Organizer holds the right to remove any Participant causing any nuisance or obstruction from the stand space at the expense of the Participant, without any proof of default and without the intervention of a court. The Participant shall have no right to any refunds or damages in such circumstances.

XV. Restrictions on IPR

The Participant is not authorized to make use of the name of the Event or the related Intellectual Property Rights (IPR) after the Exhibition without the prior approval of the Organizer. This Contract doesn't grant, transfer or assign the Participant any legal right or beneficial ownership in any of the Organizer's IPR.

XVI. Final provisions

The Organizer will have the right to take the following action, without proof of default and without the intervention of a court, at the Participant's expense against a Participant who acts in contravention of any provision of the Condition of Participation, the General Rules, the guidelines, fire safety regulations and/or who does not comply with directions given by the Organizer: Exclude from participation, whereby payments made by Participant will be refunded after deduction of expenses already incurred by the Organizer.

- Refuse admission to the Exhibition and the Exhibition building with immediate effect;
- Have their stand closed and/or cleared;
- Keep possession of the goods displayed and of anything built or fitted by Participant, without the Participant asserting a right to any refund or damages.

XVII. The Organizer expects the Participants to uphold the highest ethical standards within their organisations. The Participants confirm they are knowledgeable about all applicable laws, statutes and regulations, including, but not limited to, those relating to anti-bribery, anti-corruption, anti-tax evasion and modern slavery (Relevant Requirements). The Participants warrant that they will comply with these Relevant Requirements, together with any other policies which the Organizer may apply to them from time to time.

XVIII. The Participants will immediately notify the Organizer if they become aware of any matter that is prohibited by the above clause, in particular, if they receive any offer (whether directly or indirectly) of any undue financial or another advantage which would violate the Relevant Requirements.

XIX. EXCERPT FROM THE GENERAL RULES for participation in fairs and exhibitions organized by or in co-operation with the venue:

1. If a Participant has not paid the amounts due from him within the periods stipulated, the Organisers will be entitled, without prejudice to their claim for full payment of the amounts, not to proceed with the allocation of stand space for the Participant, to withdraw an allocation of stand space already made and/or not to make any stand space available.
2. The cost of construction and fitting-out of stands, of the installation at the stands of electric wiring, connections for gas, water drainage and telephone, the use of electric power, gas and water, together with the cost of telephone calls and all other additional costs will be charged to the Participant unless otherwise stipulated in the Conditions of Participation.
3. If 18 hours before the time at which the Exhibition is opened to the public, a Participant has not taken possession of the stand space allocated to him or if it has been definitely established before that time that the Participant will not avail himself of the space allocated to him, the Organisers may dispose off the relevant stand space without any additional summons or notice of default, without the Organisers having to refund payments already received and without the Participant as a consequence being discharged from his obligation to pay the amounts due.
4. Any goods belonging to Participants and any stand components still remaining on the premises of the Exhibition building or on the adjacent grounds after the expiry of the period referred to in the Conditions of Participation may be stored at the expense and risk of the Participant concerned.

XX. WITHOUT PRIOR WRITTEN CONSENT from or on behalf of the Organisers, the Participant will not be permitted:

- a. to leave his stand closed or unattended during the hours that the Exhibition is open to the public, to cover the goods displayed –or part of them- or to mark these goods as having been sold;
- b. to change or substitute, or cause to be changed or substituted, parts and accessories of exhibited goods within the Exhibition building or on the adjacent grounds;
- c. to remove any goods from his stand during the Exhibition;
- d. to erect platforms or other raised structures on his stand, or to construct separate rooms such as offices or provide these with ceilings or any other form of capping;
- e. to place or install displayed goods and/or publicity material of any nature outside or above his stand space;
- f. to make use of the walls of adjacent stands;
- g. to bring any kind of food and/or drink into the Exhibition building, or to have them brought into the building, unless said food and/or drink has been obtained from the catering services authorized by the Organiser (Official Catering Services); to sell refreshments and/or stimulants within the Exhibition building or on the adjacent grounds;
- h. to project images, to amplify the spoken word by means of loudspeakers, broadcast music and/or produce any noise, in such a way that any of these might constitute a nuisance, or to erect television sets or mobile merchandise other than those specified in the Conditions of Participation;
- i. to use open, flowing, sprayed and/or atomised water at or in the vicinity of the stands during the Exhibition; such water may occur, for example, in stand-alone air-conditioning systems, fountains, high-pressure cleaning systems, humidifiers, shower equipment, saunas and/or whirlpools.
- j. to have any goods on the stand which, due to their offensive smell or in any other way, cause a nuisance, or to operate or keep any device that produces objectionable noise or light effects;

- I, (name autofill) (designation autofill), (company autofill) hereby confirm our participation at the event and confirm our acceptance of the Rules & Regulations, which form part of this contract. The execution of this contract and receipt thereof by Orangebeak Technologies Private Limited is deemed conclusive evidence of the applicant's agreement to be bound by the terms and conditions constituting this contract and to pay the full fees due.