

TERMS & CONDITIONS TO BE FOLLOWED BY THE EXHIBITORS FOR PARTICIPATION IN EXHIBITIONS

DEFINITIONS

APPLICATION-means the Application & Contract Form

APPLICANT-Includes any person/Company/organization/entity that has made an application for participation in exhibition organized by the Council

COUNCIL means the Gem and Jewellery Export Promotion Council and includes its employees, directors, officers, contractors, subcontractors and legal assigns, who organizes the Exhibition including qua the "India Pavilion" of an exhibition

EXHIBITION – means an exhibition, including the "India Pavilion" in any exhibition, which is organized outside India

EXHIBITOR - means any Applicant whose application to participate in Exhibition has been accepted and /or allotted the space and includes any of the Exhibitor's employees, agents, contractors, subcontractors and/or sub-licensees.

PARTICIPATION FEES- implies the consideration payable to the Council for participation in the exhibitions

***INITIAL DEPOSIT**- Implies the payment to be made by the applicant along with the application & contract form thereby expressing his/its interest to participate in the exhibition/s by way of booking of stall and/or space within the specified timelines as per the tentative schedule annexed to this form.

***SECONDARY PAYMENT**- Implies the payment to be made by the applicant post payment of the preliminary payment but before the commencement of the space allocation process thereby confirming his participation for the exhibition within the specified timelines as per the tentative schedule annexed to this form.

***BALANCE PAYMENT**- Implies the payment to be made by the applicant post complete disbursement of the preliminary and secondary payment during the application process and allotment process respectively and which shall be made by the applicant post completion of the allotment process.

(I) APPLICATION AND ALLOCATION OF SPACE:

1. The Council reserves all powers & rights to allocate stall/s and/or space in any manner it deems fit at its sole discretion and every such decision of the Council to that effect shall be final and binding on all the Applicants.

2. PARTICIPATION FEES:-

a. Each Applicant shall be bound and liable to pay the participation fees by way of initial deposit amounting to Rs.15000/-per sq. mtr. for a minimum area of 9 (nine) sq. mts. or the area applied for the exhibition by the applicant whichever is higher along with the application & contract form and Rs.15000/- per sq. mtr for a minimum area of 9 (nine) sq. mts or the area applied for the exhibition by the applicant whichever is higher towards confirmation of the Applicant prior to the commencement of the allocation process and within the timelines as specified in the tentative schedule annexed to this form.

b. For some Exhibitions the applicants would be required to deposit the full participation fees if required.

c. Refund of the deposit shall be in accordance to clause (IX) –"Rules for Cancellation" hereunder.

3. Procedure for Allocation of space:-

a. The Applicants who have participated in the previous year's exhibition(s) shall be given preference while allotting space and in particular allotting prime space, however the final decision shall be at the sole discretion of the Council . The existing exhibitors will be given the same size and option to keep as the previous show, provided the floor plan remains the same. The stalls will be allotted on lottery basis, if multiple exhibitors opt for change of location. Any extra space will be made available upon demand, only if the space is available for further allotment after allotting the space to the existing, old and new Applicants.

b. New Applicant will be allotted space on a lottery basis, wherever, space will be available after allotment to existing exhibitors. For the purpose of this Section the New Applicant is defined to mean and include any such person/entity who submits the duly filled Application & Contract Form along with the prescribed fees after the last date prescribed by the Council from time to time for the various categories of the Exhibitions. Every such New Applicant shall be deemed to be a last minute entrant and thus agree to relinquish all such rights as enjoyed by the previous exhibitor and/or the existing exhibitor applying within the timeframe stipulated by the Council.

c. If the number of applications received is more than the space available, then after allotment of the space to the old and new Applicants who's Application & Contract Form has been received first, the remaining Applicants will be kept on a waitlist. The waitlisted Applicants shall also be chosen on a lottery basis and each Applicant will be allotted space according to names first appearing on the waitlist. The waitlist will be maintained from year to year for future vacancies or new area allotments, provided the "on account" is retained with the Council.

d. The filling up and submission of this Application & Contract form does not entitle any applicant to receive confirmation of participation in any of the exhibition(s) other than chosen herein. The Council does not give any guarantee whatsoever that space shall be allotted to all Applicants and the Council shall not take any responsibility or liability to ensure that all Applicants are allotted space. The allocation of space in any exhibition shall be based solely on availability of space and the decisions of the Council in this regards shall be final and binding on the Applicants. The Applicant shall agree and be bound by the decision of the Council without any protest or demur in any manner whatsoever.

e. The stall allotment letter will be issued to the Applicant only upon clearance of the total participation fees as communicated by the Council beforehand.

4. The Council reserves the right to change the rules, norms and procedure pertaining to the allotment of space as per the requirements of each individual exhibition and such amended rules, norms and procedure shall govern the Applicant in the same manner as the pre-amended rules forming part of this Application & Contract form& shall be applicable/valid from such time period as specified therein.

5. Notwithstanding anything contained herein the Council reserves all rights and powers to allocate stall in any manner it deems fit and every such decision of the Council to such effect shall be final and binding on the Applicants.

6. The Council is entitled, in its absolute discretion, to change, withdraw or otherwise deal with the space allocated to an Applicant. In such an event however, the contract between the Council and the concerned Applicant shall continue to be valid and binding on the parties to the extent applicable.

7. The Council reserves the right to cancel the space allotted to the Exhibitor(s) at any time even after allotment of space, without giving any reason of cancellation and the exhibitor shall not have any right to claim whatsoever, against the Council.

8. Booth Allotment Procedure for New Exhibitions / New Markets: In order to promote member participation in new markets/shows, and secure their participation at the respective shows, booths would be allotted on first come first basis as per the availability of stalls in the overall floor plan. Decisions of the Council will be final and binding with regard to the allotment of the booths in any show

(II) CRITERIA FOR SELECTION

1. The Council reserves the right at all times to accept or reject an Application of any of the Applicants based on the following criteria:

a. New Applicants shall be encouraged, with regard to allotment of space, though preference will be given to the previous year's Applicants.

b. Those Applicants whose products are more suited to the region in which the exhibition is to be held shall be given preference above those Applicants whose products are not suited to the region in which the exhibition is to be held and the decision of the Council in this regard shall be final and binding.

c. Quality of products to be displayed at the exhibition should meet international standards. The Applicants who are participating in the exhibition for the first time shall be required to send samples and photographs of the products which the Applicant intends to display at the exhibition, along with this application & Contract form.

d. Applicants may take adequate insurance of the samples sent to the Council. The Applicant hereby acknowledges that the Council may not take any responsibility for the safety or safe keeping of the sample goods sent by the Applicants during the transit period and thereafter. The Applicant agrees that it shall not raise any claim in this behalf against the Council, but in fact have the Council as a co-assured in its respective insurance policy. In case the Applicant cannot accommodate the Council as a co-assured, the Applicant expressly waives off and agrees that the Council shall not accept any right of recourse by the Applicant itself or by any insurer on behalf of the Applicant.

(III) STALL CONSTRUCTION:

1. The Council shall negotiate and appoint an official contractor for the construction of India Pavilion for each exhibition and will inform the Applicant participants accordingly. Basic stalls usually consist of the following items, (but can vary from exhibition to exhibition), duly approved by the Council:

- (a) Hard walls
- (b) Full carpet flooring
- (c) Fascia of company name
- (d) Showcases (nos. & size differs exhibition wise)
- (e) Spot light/s
- (f) Table/s
- (g) Folding chair/s
- (h) Power socket/s
- (i) Dust Bin/s

2. The Council shall not provide any additional facilities other than expressly mentioned herein. If any of the participants require any additional facilities in the stall, then, with the prior permission of the Council, the Applicant participant may make arrangements for the same at its own expense. The Council shall not take any responsibility or liability towards the same.

3. Upon stalls being allotted to the Applicants, each Applicant shall come and inspect its stall and give its inputs or suggestions, if any, in writing to the designated person appointed by the Council with respect to the further improvement required. The Council shall endeavor to rectify the problem, if any, to the extent possible. The Applicant shall give its written approval of the stall allotted to it and thereafter the Council shall not be responsible for any further problems which may arise with regard to the space or otherwise.

4. The Council shall prepare the designs/layout of the stalls in such a manner so as to ensure that the India Pavilion will have a uniform look and shall promote the prestige and image of "BRAND INDIA". Every decision of the Council as to the design/layout of the stalls taking into consideration the image of BRAND INDIA shall be final. All the necessary publicity and stall decoration shall be carried out by the Council to invite targeted buyers/ customers to visit the India Pavilion.

5. No exhibitor will be allowed to put up their own promotional posters/material/ branding on the exterior of the booth allocated to them under India Pavilion.

6. In the event of any damage occurring to any property or image of the Applicant participant, either on account of human error or any force majeure situation the Council shall not be responsible for the same in any manner whatsoever. The Applicant thus agrees to have a valid insurance coverage safe guarding its property and/or image.

7. The fascia board with the exhibiting Applicant's name as is registered with the Council shall be displayed within and on the booth. (No sister company name or brand names will be allowed under any circumstances whatsoever). No alterations or additions will be permitted to the standard fascia and lettering by the exhibiting Applicant. No group name or the other name, than as mentioned in this Application & Contract Form and which is registered with the Council, can be displayed on or in fascia or construction wall display which can be visible outside the stall erected at the exhibition.

(IV) PROMOTIONAL MEASURES AND OTHER SERVICES OFFERED

The Council will undertake promotional measures according to the category of the exhibition/s as given in the attached circular:

Category A & B

1. The Council shall adopt such promotional measures as it deems fit for the purpose of attracting visitors and promote India's image as a whole in accordance to the requirements of each exhibition/country. The basic promotional measures usually undertaken by the Council are:

- (a) Advertisements in Jewellery trade magazines and Press Releases in major trade journals;
- (b) Advertisement in show catalogues;
- (c) On-site publicity brochures as well as posters;
- (d) Pre-show publicity mailers/CDs to be sent to all the previous years' customers of each particular exhibition providing details of the participants' along with their respective stall numbers;
- (e) Mass e-mailing to the trade buyers in the major/neighbouring countries inviting them to visit the India Pavilion;
- (f) Onsite signage (inside the venue) promoting the India Pavilion;
- (g) Press Conferences as well as Breakfast Meets during the exhibitions, if required;
- (h) A Public Relations officer may also be appointed by the Council, if required;

The final decision on the various activities that the Council will be undertaking for the particular exhibition will be solely at the discretion of the Council only and the pro-rata rates towards the same will be charged to each individual exhibitor for the particular exhibition in which the exhibitor will be participating. Please note that if the participation response from the members is less than 10 (Ten), for the above category of shows then the council will not organize Exhibition. However, the Council

Note:

will be present with promotional booth and will assist the members in following aspects of participation only:

- (a) Coordinate with the organizers for prominent location/ space;
- (b) Mode of payment in Indian Rupees;
- (c) Branding the booth with India Pneumonic

(Only if the members agree for the same) or else the participation will be cancelled 45 (forty-five) days in advance, which will be duly informed to the members accordingly and the participation charges received from the members will be refunded.

(V) General

1. All expenditure relating to travel, accommodation, freight, samples of gems and jewellery to be exhibited, insurance, taxes, bank guarantees, or any other payments of any nature whatsoever and/or by whatever name called shall solely be borne by the Applicant participants. The Council shall not be responsible or liable to make any such payments for or on behalf of the participants, unless otherwise informed in advance by the Council in this behalf.

2. All the Applicant participants are required to strictly adhere to the rules of participation in international fairs and such other rules framed by the overseas organizers of the respective exhibitions, and by the Council from time to time.

3. The Council is organizing "Exhibition and by signing this space application form& contract, all the applicants/participants have bound themselves to the rules and regulations of the Council and the overseas organizers for participating in the respective trade fairs/exhibitions.

4. Anyone found to be violating the Code of Conduct (refer Clause VIII herein below) or breaching the terms and conditions herein shall be debarred from future participations in exhibitions. In this regard, all payments /deposits will be duly forfeited.

5. Notwithstanding anything herein contained, the Applicant participant hereby agrees and undertakes to indemnify and keep the Council indemnified, safe and harmless from and against any and all claims, liabilities, damages, losses to which the Council may be subjected as a result of breaching any of the Codes of Conduct or the rules framed by the overseas organizers or that of the Council.

6. The Applicant/Exhibitor shall pay all the applicable taxes or levies or duties as and when applicable or demanded by the Council, or any taxes that may be imposed by the local authorities with respect to the participation fees to the Council shall be borne by the Applicant/Exhibitor.

(VI) INSURANCE, INDEMNITY BY THE PARTICIPANT AND THE COUNCIL'S EXCLUSION OF LIABILITY

1. The Applicant participants must have, at all times valid and adequate insurance cover, against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, Acts of God and such other risks normally insured against while exhibiting goods at any trade fairs/exhibitions and whilst transporting the goods to and from the venue of each of the exhibitions.

3. The Applicant participant agrees to indemnify the Council, against all and any actions, claims, demands, losses (including consequential losses), proceedings, damages, liabilities, costs and expenses incurred by or made against the Council in connection with:

i. Breach of any of these terms, rules and regulations', the code of conduct described hereunder and any other rules, terms, conditions

ii. Any act, omission, default or negligence of or loss or damage caused by the participant or any person connected to the participant.

iii. Any other costs which the Council may have incurred at any of the exhibitions for an on behalf of the Applicant participant.

4. In the event of the Applicant /exhibitor incurring any expenditure or consequential loss including business loss on account of any change in the floor plan, reduction of space, stall design, stall numbering, stall location, non-inclusion of exhibitor's name in the show directory or for any other reason whatsoever, including the personal or business decision taken by the Applicant, the Applicant /exhibitor undertakes to indemnify the Council against all such expenditure or consequential loss including business loss incurred by it.

5. The Council 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 Applicant participant including but without limitation due to, any theft, fire, use of the strong room service, howsoever caused, cancellation or early closure of or delay in the opening or closing of any of the Exhibitions by the overseas organizers for whatever reason.

6. The Applicant participants must have, at all times (prior, during and after the exhibition) a valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by the Participants and/or as the Council may require, from time to time in connection with inter-alia, the Applicant participant's property and its activities during the exhibition (including the moving in and moving out periods). Every such insurance policy shall cover the Council as a co-assured and shall be presented to the Council as and when required and / or demanded by the Council. The Council shall not admit any right to recourse either from the Participant and / or from his insurer. The Participant and / or his insurer hereby thus waive all his / their right to recourse in favour of the Council. Further, the Participant hereby declares by signing on this Application & Contract Form and accordingly undertakes that it shall take all necessary steps to incorporate in its insurance documents the relevant clauses to the effect that the Participant and / or its insurer shall not subrogate and waive off any and all claims duly covered under such insurance policy (ies). The Council reserves the right to inspect every such insurance document to cross verify that the above requirements are met with and thus may call upon for the insurance documents for purpose of such inspection at any time prior, during and after the exhibition. Further, the Participant hereby agrees to indemnify and keep the Council indemnified safe and harmless, at all times, from and against any and all claims, liabilities, losses, damage, including the consequential, indirect and exemplary damage, to which the Council may be subjected as a result of the breach of this undertaking by the exhibitor.

7.Force Majeure: In the event of any delay or failure of performance is caused by matters beyond reasonable control of the Council, but not limited to, the acts of God, acts of Governmental authority, delays in receipt of approvals/permissions/sanctions from statutory authorities, strikes, lockouts, trade disputes or other concerned acts of workmen, fire, flood, severe drought, explosion, riot, war, breakdown, etc., the exhibitors will not hold the Council responsible for cancellation or postponement of the exhibition or any claim whatsoever, and the Council will not be liable to refund the Participation fees paid by the Exhibitor.

(VII) VISA CLAUSES:

The Council shall not be responsible for the Applicant/exhibitor visas', as granting of visa to any particular individual is at the sole discretion of the immigration authorities of the particular country where the exhibition is to be held. However, the Council will issue due recommendation letters for the representatives of the Applicant/exhibitor Company for any particular exhibition in which they are participating under India Pavilion organized by the Council. If for any reason, an Applicant/exhibitor is unable to obtain visas or the visa authority rejects the visa application form, resulting in non-participation, the Council shall not refund any of the participation fees, thus deposited, and the Applicant will be liable to pay in full all such charges to the Council or to the organizers as per the rules and circulars/letters or the invoices raised, issued by the Council in this behalf.

(VIII) Code of Conduct

1. No booth shall be left unattended at any time during the opening hours of the Exhibition. The exhibitors' staff must be present at the relevant booth at least 30 (thirty) minutes before the opening hours and leave the Exhibition Hall not later than 30(thirty) minutes after the closing hours. The exhibitor shall be responsible for the conduct of all its staff, agents or representatives.

2. No activity which, in the opinion of the Council and /or the overseas organisers' amount to a nuisance or annoyance to the public or other participants, shall be caused by the exhibitors/its representatives within the vicinity of the Exhibition. In particular, audio-visual display equipment must be so positioned and the sound level so adjusted so as not to annoy any person, including the other participant and / or visitor. The Council reserves the right to disconnect or discontinue any audio-visual presentation or other equipment, which is in its or the overseas organizer's opinion, is detrimental or offensive to others.

3. No exhibit is allowed to be taken into the booth once the Exhibition has been officially opened unless special permission is given by the Council and /or the overseas organizers in writing.

4. No exhibit may be removed from the booth before the close of the Exhibition except for overnight storage.

5. Gathering & chatting in the aisles is strictly prohibited.

6. The exhibitors and their affiliated companies shall operate their business in accordance with all appropriate International Laws and Standards of Commerce.

7. The exhibitors and their affiliated companies shall be regulated in accordance with all applicable local laws and regulatory controls.

8. The exhibitors and their affiliated companies shall stand by their products and services and guarantee their quality.

9. The exhibitors and their affiliated companies should not use or allow the use of Conflict Diamonds.

10. The exhibitors should not sublet their booth to any other participant/any individual for any reason whatsoever

11. The exhibitor should not display any promotional posters/material outside the booth, which will bring disrepute to other Indian participants, group or country.

12. The exhibitor will abide and adhere to the rules of the overseas organizer and the Council's rules and regulations set in this regard.

13. No blatant or competitive display of rates shall be permitted

14. The exhibitor shall maintain proper decorum and behaviour with the stand contractor, organisers, and representatives of the Council.

15. The exhibitor must at all times comply with the laid down security measures for the exhibition.

(IX) Rules for Cancellation

1. In the event of an applicant either cancelling or withdrawing itself before the allotment of space and due to such cancellation/withdrawal, the area of space remains unsold in any part of India Pavilion then the Applicant will be liable to pay full charges on account of the following expenses which will be calculated during the time of final billing:

- a) Space rental and Stall Construction if any
- b) 10% (ten percent) administrative cost
- c) Secretarial expenses as applicable after the final billing;
- d) Any other expenses which Council would have incurred on account of such application.

If the cancelled space is ultimately sold then in that case, a flat charge of Rs.50,000/- (Rupees Fifty Thousand only) from the participation fees will be deducted as cancellation charges for the said exhibition.

2. In the event of an applicant either canceling or withdrawing himself on the **day of allotment** or any time after the Council has allotted space to it and the space remains unsold in any part of India Pavilion till the commencement of the exhibition then the Applicant shall be liable to bear all the following expenses which will be calculated at the time of the final billing:-

- Stall rental – space rental with premium for corner stall/s if any applicable
- Cost of stall construction
- Branding of India Pavilion
- Promotional expenses such as:
 - i. Pre-show publicity
 - ii. On-site promotion
 - iii. Advertisements and Branding
 - iv. Participants Directory for India Pavilion
 - v. Administration and Secretarial manpower expenses
 - vi. Cost of Council's stall for co-ordination of exhibition and all other expenses which Council would have incurred on account of such application.

If the stall gets sold then the Council will forfeit the participation charges of Rs.15,000 x booth/stall area applied/allotted subject to the minimum of Rs. 1,35,000/- (Rupees One Lakh Thirty Five Thousand only)

4. In the event of an Applicant participant either cancelling or withdrawing itself for any reason whatsoever including refusal of visa of the organizing country by the concerned authorities or any personal / business decision, on or before one month of the exhibition date, the Applicant participant shall be liable to bear the entire cost of its participation as described in above Clause 3. In such an event, the Council shall have the right to forfeit the deposit amount over and above the cost as described in above Clause 3.

5. Reduction in space applied would be treated as cancellation of space and the abovementioned rules would be applicable.

We agree to abide by the Terms and Conditions which form a contract between us as stated above without any protest and / or demur.