

# TERMS AND CONDITIONS

## 1. Defined Terms

The term "Exhibition" and "Event" means Water Today Private Limited's BANGLADESH RENEWABLE ENERGY EXPO 2018, currently scheduled to be held on 4th, 5th & 6th October 2018 (the "Event Dates") at the International Convention City Bashundhara (ICCB), Dhaka, Bangladesh. (the "Exhibit Facility"). The Event is owned, produced and managed by the Exhibitions Division of Water Today Pvt. Ltd. As used hereinafter, the term "Organizer" means, collectively, Water Today Pvt. Ltd. and each of its officers, directors, shareholders, agents, subsidiaries, affiliates, representatives, employees and assigns, unless the context requires otherwise. The term "Exhibitor" means, collectively, the entity or person that executes this Contract as the "Exhibitor" and each of its officers, directors, shareholders, employees, contractors, agents, representatives, assigns and/or invitees, as applicable. The term "Contract" means this agreement, all amendments and modifications thereto, and all other materials, documents, rules and regulations expressly incorporated herein by reference.

## 2. Contract Acceptance

All applications for participation should be made in the prescribed form along with an advance of 40% of the total exhibit space rental cost. The submission of the application form shall be deemed to be the confirmation of the participation and full acceptance of the Terms and Conditions of participation as stated herein. This application shall become a valid contract, binding and effective only when it has been signed by Exhibitor, and accepted as valid by a duly authorized representative of the Organizer. The final exhibit space specifics and/or location may be different from the Exhibitor's original requests. The application and confirmation of its receipt does not constitute grounds for any claim for approval, or to any specific location or site of exhibit space. In particular, the Organizer is entitled to implement reductions in the exhibit space applied for if the exhibition area available is over or under subscribed. The Organizer reserves the right to accept or refuse any application without assigning any reason whatsoever.

## 3. Qualifications of Exhibitor

The Organizer, in its sole discretion, determines whether a prospective exhibitor is eligible to participate in the Event. Eligibility is generally limited to persons or firms who manufacture, re-manufacture, or supply products, tools, equipment, supplies, project consultants, NGOs, educational institutions or services used for the Renewable Energy sector. Applicants who have not previously exhibited at the Event may be required to submit a description of the nature of their business and the items to be exhibited. The Organizer reserves the right to restrict or remove any exhibit which the Organizer, in its sole discretion, believes is objectionable or inappropriate.

The exhibitors will have to ensure that all their products which are showcased during the event are the best quality products. In case if the exhibitor fails to comply with quality norms of their products showcased or if the exhibitor is found showcasing inferior products during the event, the organizer has the right to instruct the exhibitor to replace the product within 3-4 hours failing which, the organizer reserves the right to either remove the product or cease the stall. Also if the exhibitor uses this platform to showcases duplicate products, the organizer reserves the right to remove the products and can file legal complaint against the exhibitor. .

## 4. Allotment of Space

A. Initial space Allotment will be made during the Early Space Reservation. Contracts and deposits must be received on or before June 28, 2018 to qualify for the Early Space Reservation. All contracts and deposits received after June 28, 2018 will be allotted during the general Space Draw that begins on June 29, 2018. All contracts and deposits received on or after June 29, 2018, will be assigned on a first come, first-serve basis. Any such space does not imply that similar space will be assigned for future Events. The Organizer may change the date of the Space Reservation without notice. The Organizer reserves the right to change the floor plan or the location of an Exhibitor's booth, if the Organizer in its sole discretion determines that to do so is in the best interest of the Event. The Organizer will consider requests to keep certain companies from being next to each other, however there is no guarantee that by making this request you will not be located next to one of these companies. The Organizer assumes no responsibility in such instances. Exhibit space will be allocated to meet the exhibitor's preference to maximum possible extent. However, the Organizer reserves rights to change the location allotted to the exhibitor at any time prior to the commencement of the exhibition. The decision of the Organizer shall be final and binding on the exhibitor.

B. The organizer intends to create a perfect business and networking platforms for the exhibitors and in doing so if the organizer, in its sole discretion determines not to divulge the floor plan, reserves the right that to do in the best interest of the Event. However, the organizer might publish on the official website of Water Today, the list of exhibitors name 15 days prior to the exhibition.

## 5. Use of Space

The space contracted for is to be used solely by and for the Exhibitor whose name appears on the Contract, and it is agreed the Exhibitor will not sublet nor assign any portion of same without the prior written consent of the Organizer.

## 6. Cancellation by Exhibitor

If Exhibitor desires to cancel this Contract, Exhibitor may only do so by giving notice thereof in writing sent to the Organizer with evidence of receipt. If such written notice is received at least 90 days prior to the opening date of the Event (October 4th, 2018), then Exhibitor will remain liable for 50% of the total exhibit fee. Otherwise, Exhibitor will remain liable for 100% of the total exhibit fee, regardless of when this Contract is executed by Exhibitor. In addition, Exhibitor will remain liable for 100% of all fees paid or payable in respect of sponsorships and promotional products, regardless of when this Contract is executed or cancelled by Exhibitor. These amounts are considered to be liquidated and agreed upon damages, for the injuries the Organizer will suffer as a result of Exhibitor's cancellation. This provision for liquidated and agreed upon damages is a bona fide provision and not a penalty. The parties understand that the withdrawal of the space reserved from availability and, if applicable, the cancellation of sponsorships and/or promotional materials, in each case at a time when other parties would be interested in such space and/or products, will cause the Organizer to sustain substantial damages that will not be capable of determination with mathematical precision. Therefore, the provisions for liquidated and agreed upon damages have been incorporated into this Contract as a valid pre-estimate of these damages. The date of cancellation shall be the date the Organizer receives the notice. The Organizer reserves the right to treat Exhibitor's downsizing of booth

space as cancellation of the original space and purchase of new booth space, and Exhibitor may be required to move to a new location, if Exhibitor requests a downsizing of space.

#### **7. Cancellation by Water Today Pvt. Ltd.**

If Exhibitor fails to timely make any payment required by this Contract or otherwise breaches any of its obligations under this Contract, the Organizer may immediately terminate this Contract (and Exhibitor's participation in the Event) by providing written notice (or, if appropriate under the circumstances, oral notice with written notice to follow) to Exhibitor of such termination. The Organizer shall have no obligation to refund monies previously paid. The Organizer reserves the right to refuse Exhibitor permission to move in and set up an exhibit if Exhibitor is in arrears of any payment due to the Organizer. The Organizer is expressly authorized (but has no obligation) to occupy, cause to be occupied or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

#### **8. Cancellation of the Event**

If the Organizer cancels the Event due to circumstances beyond the reasonable control of the Organizer (such as natural calamities, acts of war, governmental emergency, labor strike, riots, political riots or unavailability of the Exhibit Facility), the Organizer shall refund to each Exhibitor its exhibit space rental payment previously paid, minus a share of costs and expenses incurred by the Organizer, in full satisfaction of all liabilities of the Organizer to Exhibitor. The Organizer reserves the right to cancel, re-name or re-locate the Event or change the dates on which it is held. If the Organizer changes the name of the Event, re-locates the Event to another event facility within the same city, within the same country or changes the dates for the Event to dates that are not more than 90 days earlier or 365 days later than the dates on which the Event originally was scheduled to be held, no refund will be due to Exhibitor, but the Organizer shall assign to Exhibitor, in lieu of the original space, such other space as the Organizer deems appropriate and Exhibitor agrees to use such space under the terms of this Contract. Exhibitor agrees that, except as expressly provided in this paragraph, it shall and hereby does waive any and all claims for damages or compensation resulting from or relating to the cancellation, renaming, relocation or rescheduling of the Event.

#### **9. Exhibit Space Occupancy**

Hours and dates for installing, occupying and dismantling stall shall be as specified in the Exhibitors Manual. If Exhibitor fails to install its display in its assigned space by 8:00 pm on October 3rd, 2018, or leaves its space unattended during the Exhibit hours, the Organizer shall have the right to take possession of the space, without releasing Exhibitor from any liability or obligation hereunder, and no refund will be due to Exhibitor. All exhibits must be open and manned for business during the Event hours. Exhibitor may not dismantle the display until the Event is officially closed by the Organizer.

#### **10. Listings and Promotional Materials**

By exhibiting at the Event, Exhibitor grants to the Organizer a fully-paid, perpetual nonexclusive license to use, display and reproduce the name, trade names and product names of Exhibitor in any directory (print, electronic or other media) listing the exhibiting companies at the Event and to use such names in the Organizer's promotional materials. The Organizer shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. The Organizer may also take photographs of Exhibitor's booth space, exhibit and personnel during, before or after the open hours of the Event and use such photographs for any of the Organizer's promotional purpose. Exhibitor warrants that it owns, or has right to use pursuant to a valid license, all intellectual property (copyright, trade mark, etc.) to be used by Exhibitor for promotion or exhibition at the Event.

#### **11. Care of Exhibit Facility**

The exhibitor shall not cause damage or permit any damage to be done to the exhibition venue or services provided during the exhibition. Exhibitors shall comply with all the rules and regulations, laws laid down by the Organizers of the exhibition and conference. In the event of unforeseen circumstances, the Organizer's decision will be final. Exhibitor shall promptly pay for any and all damages to the Exhibit Facility or associated facilities, booth equipment or the property of others caused by Exhibitor.

#### **12. Taxes and Licenses**

Exhibitor shall be solely responsible for obtaining any licenses, permits or approvals under central, state or local law applicable to its activities at the Event. Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the Event. Exhibitor will not permit the delivery of merchandise at the Event Facility without the express permission of the Organizer.

#### **13. Terms of Payment**

- a) All cheques / DD to be drawn in favour of "Water Today Pvt. Ltd."
- b) The exhibitor shall make an application by paying 40% of the total exhibit space rental cost as an advance.
- c) The balance shall be paid within 60 days before the commencement of the exhibition, as per the payment terms.
- d) For any other additional services, full payment must be made in advance while submission of application to procure the required services, as per every deadline.
- e) Payment by the stipulated date is a pre-requisite for the exhibitor's participation.
- f) In the event of default of payment, the Exhibitor's application shall be deemed to be cancelled and the advance forfeited within 7(seven) days from the date on which the amount falls due.
- g) The Organizer shall reserve the right to claim payment due from the defaulting Exhibitor.

#### **14. Copyrighted Materials**

Exhibitor shall not play or permit the playing or performance of, or distribution of any copyrighted material at the Event unless it has obtained all necessary rights and paid all required royalties, fees or other payments.

#### **15. Observance of Laws**

Exhibitor shall abide by and observe all central, state and local laws, codes, ordinances, rules and regulations, and all rules and regulations of the Exhibit Facility (including any union labor work rules). Without limiting the foregoing, Exhibitor shall comply with all applicable requirements of the Indian with Disabilities Act, including with respect to the construction of its exhibits.

#### **16. Exhibitor Information & Update**

A. The Organizer will provide Exhibitor information and updates to the designated representative of the Exhibitor, including an Exhibitor Service Manual. The Exhibitor Service Manual will include information integral to participation at the Event, including but not limited to: additional exhibitor rules and regulations, official contractor order forms, registration, shipping and drayage, utilities and building services, exhibitor display rules, and move-in, move-out schedules. The designated representative of the Exhibitor will also receive updates about the Event via mail, e-mail and/or SMS.

B. The exhibitor will have to take care of their logistics, including the coordination involved with shipping the exhibitor's products or displays to and from the Exhibition. The organizer will not be responsible for coordination involved with shipping the exhibitor's products or displays to and from the Exhibition.

#### **17. Incorporation of Rules and Regulations**

Any and all matters pertaining to the Event and not specifically covered by the terms and conditions of this Contract shall be subject to determination by the Organizer in its sole discretion. The Organizer may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon reasonable notice to Exhibitor. Any such rules and regulations (whether or not included in an Exhibitor Service Manual or similar document) are an integral part of this Contract and are incorporated herein by reference. Exhibitor shall observe and abide by additional regulations made by the Organizer as soon as they are communicated to Exhibitor. This Contract (including the Exhibitor Service Manual and any additional rules or regulations adopted by the Organizer from time-to-time) states the entire agreement of the parties with respect to the

subject matter hereof.

#### **18. Installation and Dismantling**

Exhibitors must comply with the move-in and move-out times indicated in the Exhibitor Manual. If an Exhibitor fails to remove an exhibit in the allowed time, the Organizer shall be permitted (at Exhibitor's sole expense) to remove and place same in a warehouse subject to the Exhibitor's disposition, and/or to ship to Exhibitor via common carrier with all charges to follow at no liability to the Organizer. All exhibits must remain intact until the Exhibition is officially closed.

#### **19. Contractor Services**

In the interest of making available the best qualified craftsmen in numbers sufficient to handle all of the services necessary for the operation of the Event, the Organizer has contracted on an exclusive basis official contractors to provide certain services. Service companies other than the official contractors will not be allowed to perform any of these exclusive services. Non-exclusive services may be performed by exhibitor-appointed contractors (EAC) within certain guidelines. A complete listing of exclusive services and EAC guidelines will be provided in Exhibitor Service Manual. Only qualified and pre-approved fabricators will be allowed to work in the exhibition premises. Fabricators are strictly prohibited from using spray painting. This is to ensure adherence to exhibition guidelines and to avoid delayed completion of the stall fabrication beyond the stipulated time. Also the stall fabricator/s will have to pay a refundable deposit to the Organizer as adherence to the guidelines. Exhibitors have to ensure that their respective vendors get in touch with the organizers to get themselves approved. In case of non approval, exhibitors will have to choose a different vendor.

#### **20. Exhibit Guidelines**

Exhibitors are required to submit their stall design at least 30 days in advance. The maximum permissible height is 12ft . An additional 1 ft height can be used for branding (in an area measuring not more than 25% of the total exhibition space). In case of mezzanine floor the permissible height will vary accordingly. No fabrication work can block the AC. vent (refer lay out diagram and contact organizer for clarification). The exhibitor needs to secure the gate passes and clearance certificates from the organizers before they take their exhibits out of the venue. Distribution of samples and printed matter of any kind, and any promotional material, is restricted to the exhibit booth. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits shall display products or services in a tasteful manner. The aisles, passageways and overhead spaces remain strictly under control of the Organizer and no signs, decorations, banners, advertising material or special exhibits will be permitted in the aisles except by written permission of the Organizer. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space. Balloons and stickers (including handouts with gummed backing that adhere or cause adhesion) are prohibited in the exhibit area. Equipment must be arranged so that show visitors do not stand in the aisle while examining equipment or watching demonstrations.

#### **21. Power**

Exhibitors will get complimentary power based on the following chart (Refer Exhibitor Service Manual). \*Any additional power requirement will be charged at the rates applicable in the Exhibitor Service Manual.

#### **22. General Terms and Conditions**

The Organizer has sole control over attendance policies. Except as expressly provided in this contract, all monies paid by Exhibitor shall be deemed fully earned and non-refundable at the time of payment. Exhibitor shall conduct itself at all times in accordance with normal standards of decorum and good taste. In addition to its right to close an exhibit and withdraw acceptance of the contract, the Organizer in its sole judgment may refuse to consider for participation in future Events

an Exhibitor who violates or fails to abide by the contract and any of the accompanying rules and regulations. Any amendment to this Contract must be in writing and signed by an authorized representative of the Organizer.

### **23. Assumption of Risks; Releases**

Exhibitor expressly assumes all risks associated with, resulting from or arising in connection with Exhibitor's participation or presence at the Event, including, without limitation, all risks of theft, loss, harm, damage or injury to the person (including death), property, business or profits of Exhibitor, whether caused by negligence, intentional act, accident, natural calamities or otherwise. Exhibitor has sole responsibility for its property or any theft, damage or other loss to such property (whether or not stored in any courtesy storage area), including any subrogation claims by its insurer. Neither the Organizer nor the Exhibit Facility accepts responsibility, nor is a bailment created, for property delivered by or to Exhibitor. Neither the Organizer nor the Exhibit Facility shall be liable for, and Exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities described in this paragraph.

### **24. Indemnification**

Exhibitor shall on a current basis indemnify, defend (with legal counsel satisfactory to the Organizer), and hold the Organizer and the Exhibit Facility harmless from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with: (a) Exhibitors' participation or presence at the Event, (b) any breach by Exhibitor of any agreements, covenants, promises or other obligations under this contract; (c) any matter for which Exhibitor is otherwise responsible under the terms of this contract; (d) any violation or infringement (or claim of violation or infringement) of any law or ordinance or the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right; (e) any libel, slander, defamation or similar claims resulting from the actions of Exhibitor; (f) harm or injury (including death) to Exhibitor; (g) loss of or damage to property or the business or profits of Exhibitor, whether caused by negligence, intentional act, accident, act of God, theft, mysterious disappearance or otherwise and (h) any injury to any person (including an attendee) or property while in the Exhibitor's space or relating to Exhibitor's use of any exhibition space or services.

### **25. Limitation of Liability**

Under no circumstances shall the Organizer or the Exhibit Facility be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. The Organizer makes no representations or warranties, express or implied, regarding the number and nature of exhibitors and/or attendees who will attend the Event or regarding any other matters.

### **26. Insurance**

Exhibitor shall, at their own expense, secure and maintain at all times during the event, including move-in and move-out days. All insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis.

### **27. Outside Exhibits/Hospitality Suites**

Exhibitor is prohibited, without express written approval from the Organizer, from displaying products/services and/or other advertising material in areas outside its booth space such as, but not limited to, parking lots, hotel lobbies, lounges, corridors, sleeping rooms, etc., as well as unauthorized facility tours. Exhibitor also agrees not to operate hospitality suites or host any hospitality functions during official Event hours or when any of the Organizer-sponsored activities are being held. Hospitality functions are permitted only upon payment by the Exhibitor of all fees due hereunder. All requests for a hospitality suite or public function space must be made through the Organizer. If Exhibitor cancels or fails to occupy the exhibit space during official Event hours, the Organizer reserves the right to notify the hotel to cancel any hospitality space and/or hotel guest rooms under Exhibitor's name. Exhibitor shall remain liable for the payments made to the hotel.

### **28. Sound, Lighting and/or Laser Devices**

The use of devices for mechanical reproduction of sound or music; as well as lasers which are part of Exhibitor's display, are permitted, but must be controlled and maintained at a conversational level. Sound, lighting and/or laser beams must not be projected outside the exhibit booth. The Organizer may immediately discontinue the use of any sound system, lighting or laser device that does not comply with this paragraph. Exhibitors are specifically prohibited from employing any carnival-type attraction, animal or human, or from operating such noise-creating devices as bells, horns or megaphones.

### **29. Fire and Safety Laws**

The Exhibitor shall comply with all state, city and local laws and ordinances relating to fire, safety and health. A description of these regulations will be found in the Exhibitor Service Manual, however the Organizer will not be responsible for any errors or omissions contained therein.

### **30. Sponsorship**

Sponsorship offerings are available to current-year Exhibitors. Should an Exhibitor, who is also a sponsor, cancel their exhibit space, their sponsorship will likewise be canceled. See Item 6 Cancellation by Exhibitor.

### **31. Violation of Rules and Regulations**

Violation of this Contract or any rules and regulations governing the Event, including those published in the Exhibitor Service Manual, may result in one or more of the following actions taken against the Exhibitor: 1) the Exhibitor may be prohibited from exhibiting at the current year's Event and will forfeit all booth payments; 2) the Exhibitor may be prohibited from exhibiting at the future events. This list of actions is not exhaustive and does not in any way limit available remedies provided in other provisions of this Contract or by law. No delay by the Organizer in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Organizer of any other right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder.

### **32. Governing Law**

Any dispute arising out of these Terms and Conditions or otherwise shall be subject to the exclusive jurisdiction of the courts at Chennai, Tamil Nadu, India.