



## EXHIBITOR CONTRACT FORM

2<sup>nd</sup> – 3<sup>rd</sup> – 4<sup>th</sup> March 2023

Bhrikuti Mandap – Kathmandu - Nepal

We wish to participate in NEPAL MEDICAL SHOW 2023 as an Exhibitor. We acknowledge explicitly that we have read and accepted in full the Rules and Regulation of the Exhibition printed overleaf and by submitting this application, we undertake to comply with the same.

|                 |       |  |     |            |         |  |
|-----------------|-------|--|-----|------------|---------|--|
| Company Name:   |       |  |     |            |         |  |
| Contact Person: |       |  |     | Mobile No. |         |  |
| Address:        |       |  |     |            |         |  |
| City:           | State |  | Pin |            | Country |  |
| Tel:            |       |  |     |            |         |  |
| Email:          |       |  |     | Website:   |         |  |

| BOOTH NO. | TYPE                     |      | AREA                     |             | CHARGES |       | TOTAL INR |
|-----------|--------------------------|------|--------------------------|-------------|---------|-------|-----------|
|           | <input type="checkbox"/> | BARE | <input type="checkbox"/> | SHELL       |         | @ INR |           |
| GST No.   |                          |      |                          | GRAND TOTAL |         |       |           |

|               |   |                 |                          |
|---------------|---|-----------------|--------------------------|
| ACCOUNT NAME  | S.D. PROMO MEDIA PVT. LTD.  | CURRENT A/C NO. | 06092560000852           |
| BANK NAME     | HDFC BANK   | BRANCH NAME     | MUKHERJEE NAGAR, DELHI-9 |
| IFSC CODE     | HDFC0000609   | SWIFT CODE      | HDFCINBBXXX              |
| BANK ADDRESS: | A-37-39, Ansal Towers, Commercial Complex, Mukherjee Nagar, Delhi - 110 009 - INDIA |                 |                          |

|  |   |
|--|---|
| <b>SCHEDULE OF PAYMENTS:</b><br>1st Instalment: 35% for booking the stall within 15 days Of date of the Performa Invoice.<br>2nd Instalment: 35% before 15th January 2023<br>Final Instalment: 30% before 15th February 2023 | <b>CANCELLATION CHARGES:</b><br>1) 50% before 120 days of the exhibition (2 <sup>nd</sup> Nov 2022)<br>2) 75% before 90 days of the exhibition (2 Dec 2022)<br>3) 100% Charges of Invoice Value after of 15th Feb 2023. |
|--|---|

### IMPORTANT NOTE — PLEASE READ AND SIGN

The Exhibitor Contract Rules and Regulations should be read carefully before signing the Application and Contract for Exhibit Space. Upon signing this Application & Contract for Exhibit Space, the Exhibitor acknowledges that they have read, understood and will abide by the Contract Rules & Regulations.

This application will form a contract between exhibitor & organizer.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Organizers:-

**S D PROMO MEDIA PVT. LTD.**

B-820, Noida One IT Park, Sector-62, Noida – 201309 - India | Tel: + 91-120-2975517 / 2975518

Email: info@sdpromomedia.com | Web: www.sdpromomedia.com



## TERMS & CONDITION – NEPAL MEDICAL SHOW – 2-3-4 MARCH 2023 - KATHMANDU - NEPAL

1. S.D. Promo Media Pvt. Ltd. (SDPM) 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 SDPM 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 Nepal Medical Show in that event SDPM 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 SDPM, this Agreement shall be operative. SDPM 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 Nepal Medical Show 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 SDPM, SDPM 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 SDPM 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 SDPM. It is clarified that Exhibitors shall be entitled to refund at the discretion of SDPM 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 SDPM 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. SDPM have 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 SDPM. 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. 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 New Delhi, India.
10. The exhibitor shall not advertise or display its products / material / machinery etc. beyond the space / stall / booth which is allotted to exhibitor.
11. 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 Nepal. In case, any problem arises between any parties with regard to the exhibition or incidental thereto, the law prevailing at Nepal shall be binding upon all parties.
12. SDPM 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.
13. It is clearly understood that this Agreement and rights and liabilities of the parties are and shall be subject to local laws of Nepal.
14. Exhibitor shall not cause any kind of injury or loss or damage to persons and property of any person or the property of SDPM. 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.
15. SDPM 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, rains, theft, act of God, or failure of electricity or any other unavoidable circumstances. SDPM 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, SDPM shall not be responsible.
16. Exhibitors shall participate the exhibition at its own sole risk.
17. SDPM 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.
18. Any breach by any exhibitor, of terms, conditions, rules or regulations of this Agreement, S DPM 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.
19. 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.
20. Exhibitor shall not do anything that may cause any kind of loss or damage to person or property of any other exhibitor, SDPM, visitors or otherwise.
21. 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.
22. Exhibitor shall take service only from official labor and official contractor in their space / stall / booth.
23. Exhibitor shall use the space / stall / booth reasonably and prudently so that fire or any other accident does not happen.
24. Performance of music by exhibitor shall be subject to obtaining prior written permission and license from copyright owner or its agent and competent authority.
25. Exhibitor shall not make or put or place or otherwise keep any display items anywhere outside the space / stall / booth allotted to it.
26. Exhibitor shall not display or use glossy or reflecting colors, coating or item so as to disturb or obstruct anyone else.
27. 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 SDPM 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.
28. 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 SDPM 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.
29. Any matter not covered by any of the rules and regulations or terms and conditions shall be subject solely to the decision of SDPM and their decision shall be final.
30. 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.
31. Free of charge distribution of samples / items allowed by law shall be allowed.32. It shall be a duty and responsibility of Exhibitor to take insurance at its own cost for its products, material, machinery, manpower, and staff during transitory period of to and fro, and during exhibition.
33. SDPM shall provide stall, one table, two chairs, one normal 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, 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 SDPM and pay such agencies or contractors directly.
34. If Exhibitor takes any facility, services from any authorized agent, contractor or labor contractor and in case any dispute arises between such Exhibitor and such authorized agent, contractor or labor contractor, SDPM shall not be responsible.
35. Nepal Medical Show exhibition will commence from 10:00 am on 2<sup>nd</sup> – 4<sup>th</sup> March 2023 to 6:00 pm for visitors. Exhibitors are entitled to occupy their space / stall etc. from 1<sup>st</sup> March 2023 and they shall have to vacate the said space / stall / booth etc. latest by 08:30 pm on 4<sup>th</sup> March 2023. The Exhibitor shall have to return its own exhibit material, e.g. machinery / material / equipment / products, etc. by 4<sup>th</sup> March 2023 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 4<sup>th</sup> March 2023, in that event, SDPM 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 SDPM shall not be responsible. It is further clarified that all such expenses incurred by SDPM shall be paid by the 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.
36. 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.
37. The exhibitor shall be entitled to use and occupy the space / stall / booth only after taking official possession-letter issued by SDPM. At the time of vacating the said space / stall / booth, every exhibitor shall have to collect exit-letter from SDPM. Every exhibitor shall bring all its material, products, machinery and other articles after registering the same with SDPM and at the time of vacating and taking back the said articles, the exit-letter from SDPM shall have to be taken by exhibitor.
38. 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.
39. Exhibitors shall not be allowed to make movement of the machinery / products / equipment from the space / booth / stall allotted to them to any other space within the Exhibition venue.
40. The Exhibitors shall have to make their arrangements related to lodging and boarding on their own cost and risk.
- 41 (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.
- 41 (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.
- 41 (c) Exhibitor has to use power stabilizer to run their equipment. Management is not responsible for any damage due to power / electrical fluctuations.
- 41 (d) Exhibitor will not alter any power connection.
42. Cancellation: A contracted exhibitor requesting to cancel participation for and reason shall be liable to the following cancellation charges:- (1) 50% before 120 days of the exhibition. (2) 75% before 90 days of the exhibition. (3) 100% Charges of Invoice Value after of 15<sup>th</sup> Feb 2023.
43. Payment: Payment: Upon receipt of the completed exhibition space / stand contract, the organizer will confirm space / stand to the exhibition and will issue an invoice for the full rental cost of the allotted space /stand. 35% payment of the total Invoice charges must be paid within 15 Days of the date of Invoice. 2nd Payment 35% is due on 15<sup>th</sup> January 2023 and final 30% payment is due on 15<sup>th</sup> February 2023. All Invoices issued after 15<sup>th</sup> February 2023 are subject to 100% payment. All requests for cancellation must be made in writing and dated, this date being that which shall pertain in calculating the charge payable.
44. The exhibition details will be available on the website: <http://www.nepalmedicalshow.com>

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_