

APPLICATION AND CONTRACT FORM – DOMESTIC PARTNERSHIP

Please fill and submit to: **ISHRAE HQ**
 1103-1104, 11th Floor,
 Chiranjiv Tower, 43, Nehru Place,
 New Delhi-110019, India

Email : refcold@ishraehq.in
 Phone : 97572 89988

1. EXHIBITING COMPANY (Billing Details)

Company:

Address:

City: Pin/Zip: State: Country:

Contact Person: Mr./ Ms. Designation:

Email: Website: Tel:

Fax: Mobile: GST No:.....

2. Product Categories:

- Cold-Chain Services
- Cold Storage & Equipments
- Reefer Transport & Equipments
- Retail Display Solutions
- Industrial Refrigerator
- Alternate Energy solution for Cold Storage
- Others, Please Specify

3. Keywords for Product search: 1. 2. 3. 4. 5.

4. Partnership Booking: TYPE _____ AMOUNT _____

PARTNERSHIP	SELECT	AMOUNT(INR)
Curtain Raiser Partner	<input type="checkbox"/>	Rs. 4.0 Lakhs
Knowledge Partner	<input type="checkbox"/>	Rs. 3.0 Lakhs
Platinum Partner	<input type="checkbox"/>	Rs. 2.0 Lakhs
Gold Partner	<input type="checkbox"/>	Rs. 1.25 Lakhs
Product Partner	<input type="checkbox"/>	Rs. 0.75 Lakh

PAYMENT TERMS

Taxes applicable
 100% of the total amount will have to be paid within 15 days of the invoice raised.
 All payments have to be made to "ISHRAE" only.
 In the light of increasing cyber frauds and threats, exhibitors & Partners must re-reconfirm the accounts details via a telephone call to ISHRAE before making the NEFT or wire Transfer. The organizers would not be responsible for any loss due to cyber fraud. Booth possession would be subject to clearance of all the dues.

SIGNATURE/COMPANY STAMP:

DATE:

- ISHRAE - HQ may from time to time send relevant updates about REFCOLD India Virtual Expo 2021 and other relevant events. Your e-mail will not be passed to 3rd parties.
- By providing your e-mail address you consent to being contacted by e-mail for direct marketing purpose by ISHRAE and its appointed contractors. Privacy policy: Any information about you, which you give to us, may be used for publication (where you provide details for inclusion in our directories or catalogues and on our website) and also to supply you with information about our products or services in the form of direct marketing activity by phone, fax or post. This information may also be made available to 3rd parties on a list lease or list rental basis for the purpose of direct marketing. We also reserve the right to disclose details about you to authorised law enforcement agencies when we are asked to do so. This is a legally binding document.

TERMS & CONDITIONS

1. DEFINITIONS

- 1.a Booking Form: the document to which the said Conditions are attached and/or incorporated into by reference setting out the details of the Package on Digital Platform or such other document setting out the details of the Package as Organizer may choose in its sole discretion to accept;
- 1.b Calendar Year: 12 months' period beginning on January 1 and ending on December 31;
- 1.c Client: the person, company, organization, association or other entity set out in the Booking Form;
- 1.d Contract: document of the Conditions and the Booking Form;
- 1.e Directory: an online product and/or services archive (exclusively featuring exhibitors, sponsors, brand promoters and attendees of the Exhibition/Event/Show);
- 1.f Directory Content: all content, materials and other information that is contributed by Client, its Personnel or otherwise on Client's behalf (whether by uploading directly to the Directory or via any other means) for inclusion in the Directory;
- 1.g Exhibition: the digital/virtual exhibition/event/show, conference, show or other event organized by Organizer set out in the Booking Form which will be made available via the Platform;
- 1.h Fees: the charges payable by Client for the Package set out in the Booking Form;
- 1.l Force Majeure Event: any event or effect that can be neither anticipated nor controlled by the Organizer (including, without limitation, Governmental regulations or action, imposition of sanctions, embargo, military action, acts of terrorism or war, civil commotion or riot, declared epidemic / pandemic, COVID-19, fire, acts of God, flood, drought, earthquake, natural disaster, royal demise, third party contractor/supplier failure, venue damage or cancellation, industrial dispute, interruption/failure of utility service or nuclear, chemical or biological contamination);
- 1.j ISHRAE means The Indian Society of Heating, Refrigerating and Air Conditioning Engineers whose office is headquartered at:
ISHRAE
1103-1104, 11th Floor, Chiranjiv Tower, 43, Nehru Place
New Delhi-110019, India
Tel: (011) 41635655
- 1.k Intellectual Property Rights: Trademarks, trading names, domain names, logos, rights in design, copyrights, database rights, moral rights, goodwill, rights of confidence, know-how and trade secrets, patents and all other intellectual property rights or analogous rights, whether registered or unregistered, that subsist now or in the future anywhere in the World;
- 1.l Manual: any manual, service kit or guide provided to Client by Organizer in respect of the Exhibition/Event/Show, as updated by Organizer from time to time;
- 1.m Materials: content and other information that is provided by Client, its Personnel or otherwise on Client's behalf in connection with the Package (including, without limitation, its name, profile, descriptions of products and/or services, any logos, copy, text, photographs, audios, videos and artwork and all Directory Content);
- 1.n Opening Date: the first scheduled date of the digital/virtual Exhibition/Event/Show opens for public access;
- 1.o Organizer: ISHRAE legal entity stated in the Booking Form;
- 1.p Package: the Digital/Virtual Space and/or Sponsorship and/or Brand Promotion, as purchased by Client in relation to the Exhibition/Event/Show set out in the Booking Form, as may be updated by the parties from time to time;
- 1.q Platform: the digital/virtual event dais through which the Exhibition/Event/Show and the Package will be available;
- 1.r Reportable Breach: violation or contravention of security leading to the unauthorized or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data;
- 1.s Digital / Virtual Space: any digital or virtual space/slot allocated to Client on the Platform;
- 1.t Sponsorship and/or Brand Promotion Opportunities: any sponsorship and/or brand promotion done digitally/virtually, as the case may be, element included in the Package set out in the Booking Form (which may include, without limitation, advertisements)

2. BOOKING

- 2.a If a Booking Form has been sent to Organizer, it represents an offer to buy a Package under the said Terms and will be unalterable by the client.
The submission of a Booking Form does not assure that Client will be:
(i) Allowed to participate in the exhibition/show/event organized on digital/virtual platform
(ii) designated to a particular section or location on the digital/virtual platform
Right to reject any booking form has been reserved with the Organizer. It is to be noted that a binding contract shall enter into force only when the Organizer sends a written confirmation (whether by email or otherwise) of inclusion to the client (whether or not it is received). Except as set out in these Conditions, no variation of this Contract, including, without limitation, any updates to the Package, shall be effective unless such variation is agreed in writing by both parties. These provisions refer to this Agreement to the exclusion of all other terms placed or adopted by the Company, or suggested by trade, tradition, practice or course of dealing.

3. PAYMENT

- 3.a Organizer shall hold no liability for any losses incurred by the Client due to third party artifice, identity scams, false change of bank account communication. Client's payment obligations under this contract will only be sufficed by payment of the fees into Organizer's designated bank account. Organizer shall not be responsible whatsoever if the payment is made into any other bank account except for the account details designated for the client payment.
Failure to make the payment in cleared funds within the designated due date can entitle the Organizer to extract provision of any element of the package as promised and/or incapacitate Client's access to the digital/virtual platform. On account of any such action taken by the Organizer, Client will not be entitled to a refund of the payment already made in respect of the package and the fees shall remain due and payable in full.

- 3.b It is the intent of the parties that Organizer shall receive the Fees net of any:

- (i) banking and other transfer of payment charges, and
(ii) applicable taxes, including, without limitation, VAT, GST, sales, service or withholding taxes (Taxes), all of which shall be paid solely by Client. If and to the extent that any Taxes are levied upon, or found to be applicable to, the whole or any portion of the Fees, the amount of the Fees shall be increased by an amount necessary to compensate for the Taxes (including, without limitation, any amount necessary to "gross up" for Taxes levied on the increase itself).

4. CLIENT'S GENERAL OBLIGATIONS

- 4.a The Client requires, represents and undertakes that:
(i) it has the right, title and authority to enter into this Agreement and satisfy its obligations, and
(ii) the individual who signs or otherwise legally accepts this Agreement on behalf of the Client has the authority necessary to do so.
- 4.b Client and its Personnel must not:
(i) Showcase any act causing offence, annoyance, nuisance or inconvenience to Organizer and/or any other attendee of the Exhibition/Event/Show, whether in physical or digitally, and/or
(ii) Do anything which might adversely affect the reputation of Organizer and/or the Exhibition/Event/Show, whether in live or online world i.e. in physical or digitally.
- 4.c In good faith the Client shall collaborate with the Organizer on all matters relating to the setup and/or the Show. Without restriction, the Client shall provide such information to the Organizer as the Organizer may fairly request concerning the Package, and shall ensure that such data is credible.
- 4.d It is the sole culpability of the Client to obtain any permits, regulatory approvals or other necessary consents needed by the Client to show any goods, services and/or materials required to participate in the Digital/Virtual Exhibition/Event/Show.
- 4.e Organizer holds right to remove any Materials that deem to be offensive, inappropriate, libelous or non-compliant with these Conditions. Client shall ensure that the Materials shall not infringe the Intellectual Property Rights of any third party. Client acknowledges and agrees that it is solely responsible and liable for any costs, liability arising from the Materials. Without limitation to the foregoing, Client shall be solely responsible for checking the accuracy and compliance with law of any Materials and Organizer shall not be liable for any such inaccuracies or non-compliance.
- 4.f Client warrants, represents and undertakes that the Materials are:
(i) Client's own original work (of which Client is the copyright owner) or that Client has gained copyright and any other applicable clearance, consent, approval, license or permission from any relevant third party (including, without limitation, the copyright owner and any regulatory authorities), in each case such that Client has the right to make the Materials available to Organizer for all the purposes specified in this Contract without restriction and that they do not breach or infringe anyone else's rights (including, without limitation, the Intellectual Property Rights of any third party),
(ii) not in any way illegal and that they do not contravene any law or incite or encourage the contravention of any law
(iii) not and will not be the subject of any claims, demands, liens, encumbrances or rights of any kind that could or will impair or interfere with Organizer use of the Materials in connection with the provision of the Package, and
(iv) if provided in digital form, free from any viruses and any other malware or corrupting elements of any kind and that they shall not cause any adverse effect on the operation of any Organizer system, publication, website, platform, media or other property and/or on any users of any of the foregoing.
- 4.g If and to the degree that the Materials contain information relating to the products and/or services of the Client (images and descriptions of which may be posted to the Platform and/or the Website), the Client shall further reflect, warrant and undertake that such information shall be restricted to generic information only and shall not be advisory.
- 4.h Without limitation to Condition 15.d, Client shall insure Organizer against any loss, damage, cost, claim or expense suffered or incurred by Organizer or any member of ISHRAE arising out of or in connection with any third party claim regarding: (i) the inaccuracy or incompleteness of Materials, and/or (ii) any infringement of third party Intellectual Property Rights relating to the Materials.
- 4.i Client entitles to its details (including, without limitation, its name, logo and profile) being: (i) published in any show guide, directory and/or other promotional materials prepared in connection with the Exhibition/Event/Show, and/or (ii) displayed on the Exhibition/Event/Show website, and/or any digital platform. Although Organizer shall take reasonable care in any such publication/display, it shall not be held culpable for any errors, omissions or misquotations that may occur.
- 4.j Filming, sound recording and photography of the Exhibition/Event/Show, whether live or online, and all unauthorized transmission of audio or visual material by Client and/or its Personnel is unambiguously prohibited. Client and/or its Personnel agree to surrender to Organizer or destroy on demand any material in whatever media recorded in violation of this Condition 4.j.
- 4.k Client acknowledges and agrees that Organizer and its Personnel shall be permitted to film, sound record and photograph the Exhibition/Event/Show, whether live or online, which may include, without limitation, filming, sound recording and photography featuring Client's Personnel (the Content). Client agrees to make its Personnel aware of such filming, sound recording and photography of the Exhibition/Event/Show. Client acknowledges and agrees that Organizer is the sole and exclusive owner of all rights in the Content and hereby waives any and all: (i) rights in and to such Content, and (ii) claims that Client may have relating to or arising from the Content or its use. Without limitation, Organizer shall be permitted to use the Content anywhere in the World for promotional and other purposes, without any payment or compensation.
If any of Client's Personnel has any objection to the use of their image in any filming, sound recording and/or photography of the Exhibition/Event/Show, Client shall notify Organizer in writing before the scheduled opening date of the digital/virtual Exhibition/Event/Show.

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- 4.l It is substantiated, agreed and acknowledged that all user names and passwords assigned to access the platform and directory for digital/virtual Exhibition/Event/Show are highly confidential and personal to the Client and its Personnel. Attention to the unauthorized use of user names and/or passwords regarding the platform or directory is advised to be reported and notify the Organizer immediately.
- 4.m It is implied to the Client that the provisions, terms and any other participatory information for the digital/virtual exhibition/event/show is confidential and that it shall not at any time disclose the same to any third party.
- 5. USE OF THE DIGITAL/VIRTUAL PLATFORM AND THE WEBSITE**
- 5.a Client shall not and that its Personnel shall not:
- 5.a.1 Copy, replicate, alter, construct any derivative work from, and/or reverse engineer any part of, the Platform and/or the Website;
- 5.a.2 Resell, sub-license, rent, lease, transfer or attempt to assign any rights in and/or access to and/or use of the Platform and/or the Website;
- 5.a.3 Use the Platform and/or the Website for anything other than their intended purpose and/or in any manner other than in compliance with law and these Conditions;
- 5.a.4 Knowingly transmit, send or upload any data to the Platform and/or the Website that contains viruses and any other malware or corrupting elements of any kind;
- 5.a.5 Use the Platform and/or the Website in any way that could damage, disable, overburden, impair or compromise Organizer systems and/or security and/or interfere with other users' use of the Platform and/or the Website;
- 5.a.6 Use any robots and/or data gathering/mining extraction techniques intended to scrape data from the Platform and/or the Website;
- 5.a.7 Use any third party applications and/or software that interacts with the Platform and/or the Website without the prior written consent of Organizer; and/or
- 5.a.8 Engage in the sending/distribution of spam and/or mass unsolicited messages using the Platform and/or the Website.
- 5.b. Organizer does not assure that the Platform and/or the Website shall operate unceasingly, steadily or without interruption and Organizer does not accept any liability for its temporary unavailability or for any viruses or other harmful components. Organizer reserves the right at any time and for any reason to:
- (i) Make alterations or corrections, suspend or discontinue any aspect of the Platform and/or the Website,
- (ii) Vary the technical specification of the Platform and/or the Website, and/or
- (iii) Momentarily append and/or disable Client's and its Personnel's access to the Platform and/or the Website for the purposes of maintenance, upgrade or addressing any security concerns.
- 5.c. Internet access with high speed is strongly recommended to make required updates / upgrades at frequent intervals. It is also suggested that the ability to access and use the Platform will need one or more compatible device with certain software and internet access at Client's own expense. Client's ability to access and/or use the Platform and/or the Website may be affected by the performance of any of the foregoing elements. Organizer shall not be liable to Client to the extent that Client is unable to access and/or use (in whole or in part) the Platform and/or the Website due any of the foregoing elements
- 5.d. Organizer does not insure or warrant that any content available for downloading from the Platform and/or the Website will be free from infections, bugs and/or other code that has contaminating or destructive properties. Implementing sufficient procedures and virus checks to satisfy its particular requirements for the accuracy of data input and output is strongly advised to the client.
- 5.e. Client acknowledges and agrees that use of the Platform, the Website and/or any downloadable software thereon shall be further subject to any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or the Website and/or any end user license agreements indicated at the time of software download.
- 5.f. If Client and/or any of its Personnel is in breach of this Contract (and/or any website terms of use and/or fair or acceptable use policies indicated on the Platform and/or the Website and/or any end user license agreements indicated at the time of software download), Organizer reserves the right without liability to suspend and/or disable Client's and its Personnel's access to the Platform and/or the Website.
- 6. DATA DEFENSE**
- 6.a Each party shall only process personal data in agreement with, and shall not cause itself or the other party to be in breach of, Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in accordance with this Contract, it shall:
- (i) provide the other party with reasonable details of such Reportable Breach without unjustified delay, and
- (ii) act reasonably in co-operating with the other party in respect of any communications or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach.
- 6.b Unbiased to the generality of Condition 6.a, Client recognizes and agrees that if it receives any list containing personal data from Organizer as part of the Package (a Data List), it shall:
- (i) keep the Data List confidential and not disclose it to any third party,
- (ii) only use the Data List for such purpose(s) as has been agreed with Organizer in writing,
- (iii) securely delete or put beyond use the Data List by such time as has been agreed with Organizer in writing or such time as is required by Data Protection Law, whichever is earlier, and
- (iv) provide Organizer with reasonable details of any enquiry, complaint, notice or other communication it receives from any supervisory authority relating to Client's use of the Data List. Client acknowledges and agrees that Organizer shall only be obliged to provide Client with all or part of any Data List to the extent that it is legally permitted to do so and Organizer shall not be liable to Client if the volume of personal data provided to Client is less than anticipated as a result of Organizer compliance with Data Protection Law.
- 7. EXPLICIT TERMS RELATING TO DIGITAL/VIRTUAL PLATFORM/SPACE/SLOT**
- 7.a Development and set-up of the Exhibition/Event/Show, the Platform, the Digital/Virtual Space/Slot shall be taken up by the Organizer. Organizer reserves the right at any time to make alterations to the Exhibition/Event/Show, the Platform, and/or the Digital/Virtual Space/Slot considering the best interests of the Exhibition/Event/Show.
- 7.b Client undertakes to: (i) be solely responsible for the customization of the Digital Virtual Space/Slot (including, without limitation, branding and dressing), and (ii) participate in the Exhibition/Event/Show for the duration of the Exhibition/Event/Show.
- 7.c Client shall not document the display of any Materials and/or other branding elements/display material/logos that do not exclusively relate to Client's own commercial activities. Without liability and at Client's risk and expense, Organizer reserves the right to remove any branding elements/display material/logos which it considers in its reasonable opinion:
- (i) contravene any law and/or any applicable industry regulations/standards,
- (ii) constitute bogus goods
- (iii) are likely to cause offence, and/or
- (iv) do not otherwise comply with the mentioned Conditions.
- 7.d Client may not share the Digital/Virtual Space/Slot with any third party without the prior written consent of Organizer (and any such consent shall be conditional on the Digital/Virtual Space/Slot sharer agreeing to comply with any terms, conditions and restrictions as may be prescribed by Organizer). If and to the extent that Client is permitted to share the Digital/Virtual Space/Slot, Client shall procure that any Digital/Virtual Space/Slot sharer and any Digital/Virtual Space/Slot sharer's Personnel comply with this Contract, provided that Client shall remain responsible for the Digital/Virtual Space/Slot in its entirety and shall be liable for any act or omission of any Digital/Virtual Space/Slot sharer and any Digital/Virtual Space/Slot sharer's Personnel (including, without limitation, any breach of the terms of this Contract by the same). Notwithstanding any approved Digital/Virtual Space/Slot sharing arrangement, Client shall itself remain fully and wholly liable for the full amount of the Fees.
8. Explicit terms relating to Sponsorship and/ or Brand Promotion Opportunities on Digital/Virtual platform
- 8.a Client shall provide Organizer with all Materials within any deadlines specified by Organizer and necessarily comply with Organizer specifications and technical requirements in relation to all Materials. In case of failure to do so, Organizer reserves the right to refuse to print, publish or use any or all of the Materials. However, all Fees in respect of the Sponsorship and/or Brand Promotion Opportunities on Digital/Virtual platform, as the case may be, shall remain due and payable in full.
- 8.b Although Organizer shall take reasonable care in the production of any deliverable incorporating the Materials, it shall not be accountable for any mistakes, omissions or misquotations that may occur. The Organizer does not guarantee any exact color matches in its incorporation of Materials. All colors used in Materials are for graphic and textual guidance only. All Materials are subject to the approval of Organizer (however, notwithstanding any such approval, Client shall have sole responsibility and liability in respect of such Materials. Organizer reserves the right to reject any Materials at any time after receipt. Organizer shall use its reasonable endeavors to provide the Sponsorship and/ or Brand Promotion Opportunities on Digital/Virtual platform, as the case may be, in the size, position and manner as specified in the Booking Form, but shall not be liable where reasonable modifications are made.
- 8.c The Client hereby grants the Organizer a worldwide royalty-free, non-exclusive license to use the Materials and Client information on the Digital/Virtual Platform, the Website and/or in connection with the production of any material relating to the Show. The Client accepts and agrees that, in the event of termination of this Agreement, the Organizer can continue to use the Materials and Client information at its discretion, in view of the time and expense needed to remove the same from the Portal and/or any material relating to the Show cannot reasonably be justified by Organizer.
- 9. EXPLICIT TERMS RELATING TO DIRECTORY**
- 9.a All content in the Directory shall be deemed non-confidential and non-proprietary. Client waives all moral rights in the material of the Directory to the fullest degree allowed by statute.
- 9.b The actual liability of the organizer to the Client in connection with the Directory, as it may occur, shall be limited only to the total amount of the fees paid by the Client in respect of the Directory.
- 10. LIMITATION OF RIGHTS ENDOWED**
- 10.a Client's rights in relation to the Exhibition/Event/Show and the Package are strictly limited to those set out in this Contract. Client shall be permitted to advertise on its own website the fact of its attendance and participation in the Exhibition/Event/Show, including, without limitation, by providing a web link to the Exhibition/Event/Show website, provided that Organizer may request at any time and for any reason that Client removes any such advertising and Client shall be required to comply with any such request promptly. Client is not permitted to otherwise promote or advertise its association with the Exhibition/Event/Show and/or Organizer, except as expressly stated herein or with the prior written consent of Organizer. Nothing in this Contract shall be construed as granting to Client any right, permission or license to use or exploit the Intellectual Property Rights of any member of ISHRAE.
- 11. CANCELLATION AND CHANGES TO THE EXHIBITION/EVENT/SHOW**
- 11.a Organizer reserves the rights to make changes in the format, content, opening hours, duration and other timings of the Exhibition/Event/Show organized on Digital/Virtual platform in spite of any provisions of this contract. This contract shall continue to cohere to both parties on amendment of this contract, in case any changes are to be made by the Organizer.
- 11.b Organizer reserves the right to change the date(s) of the Exhibition/Event/Show organized on Digital/Virtual platform at any time and for any cause including, without limitation, if an unforeseeable Event occurs which the Organizer considers to make it unlawful, impractical, inadvisable or impracticable for the Exhibition/Event/Show organized on Digital/Virtual platform to be held.
- 11.c In the event that the date(s) of the Exhibition/Event/Show organized on Digital/Virtual platform are changed to new date(s) that are within 12 months of the originally scheduled Opening Date of the Exhibition/Event/Show, or where the Exhibition/Event/Show

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- organized on Digital/Virtual platform is cancelled but is reasonably expected by Organizer to be held at any time in the next Calendar Year, this Contract shall continue in full force and effect and the obligations of the parties shall be deemed to apply to the Exhibition/Event/Show organized on Digital/Virtual platform on the new dates or when it is next staged (as applicable) in the same way that they would have applied to the originally scheduled Exhibition/Event/Show organized on Digital/Virtual platform. Nothing in this Condition 11.c shall prevent the Client from paying the Fees in compliance with the payment terms set out in the Booking Form, for the evading of doubt.
- 11.d Where the Exhibition/Event/Show organized on Digital/Virtual platform is cancelled and is not reasonably expected by Organizer to be held in the next Calendar Year, the terms of this Condition 11.d shall apply:
- 11.d.1 If the Exhibition/Event/Show organized on Digital/Virtual platform is cancelled other than as a consequence of the Force Majeure Case (in which case the provisions of Condition 11.d.2 apply), this Contract shall terminate without liability provided that, at the client's election, any portion of the fees already paid shall be refunded or a credit note shall be given for the balance of the fees already paid and the Client shall be exempted from payment of any additional portion of the Fees;
- 11.d.2 If the Exhibition/Event/Show organized on Digital/Virtual platform is cancelled as a consequence of a Force Majeure Event, this Contract shall terminate without liability provided that:
- (i) Organizer shall be entitled to recollect an amount equal to 50% of the total Fees from any portion of the Fees already paid or, where no Fees have been paid or where the portion of the Fees already paid is less than the total Fees, Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Revised Fees, which shall become immediately due and payable, and
- (ii) after the deduction of the Revised Fees, at Client's election, any portion of the Fees already paid shall be either refunded or a credit note issued for the amount of Fees already paid and Client shall be released from paying any further portion of the Fees.
- 11.e The Client acknowledges and agrees that the provisions of this Condition 11 set out the sole remedy of the Client in the event of cancellation or modification of the date(s) of the Exhibition/Event/Show and any other liability of the Organizer is expressly excluded thereby.
- 12. CANCELLATION BY CLIENT**
- 12.a The solicitation for the Package is irreversible by Client and, save as expressly stated in the Booking Form, Client has no rights to cancel this Contract and/or the Booking Form, no reimbursements shall be given and the Fees shall remain due and payable in full.
- 12.b To the extent that the Booking Form specifically permits cancellation by Client, Client may cancel the Package on written notice to Organizer, except where Organizer has the right to terminate this Contract under Condition 14.a Upon any such cancellation by client, client shall pay Organizer the cancellation fees as specified in the Booking Form. The applicable dates shall be set for the purpose of deciding all such cancellation fees by reference to the originally scheduled opening date of the exhibition/event/show and not by any newly scheduled opening date of the exhibition/event/show that has been adjusted pursuant to Condition 11.c.
- 13. DISSOLUTION OF CONTRACT**
- 13.a Organizer may dismiss this Contract without any obligation immediately at any time by written notice to Client if Client:
- (i) has committed a material breach of any of its obligations under this Contract or any other agreement between any member of ISHRAE and Client and either such breach is irretrievable or Client has not remedied such breach (if the same is capable of remedy) within 14 days of receiving written notice of the breach (or such lesser period as would be required for the breach to be remedied in sufficient time prior to the Opening Date of the Exhibition/Event/Show or any element of the Package being provided on a scheduled date),
- (ii) goes into liquidation, is declared insolvent, has an administrator appointed (or an application is made for the same), ceases to carry on business or suffers any analogous event in any jurisdiction, or
- (iii) is convicted of any criminal offence or otherwise so conducts itself as to bring the Exhibition/Event/Show and/or Organizer into dishonor. Without prejudice to any other right or remedy it may have, in the event that Organizer terminates this Contract pursuant to this Condition 13.a, Organizer shall not be required to refund any Fees received from Client and Organizer shall be entitled to submit an invoice in respect of the balance (or the whole as the case may be) of the Fees which shall become immediately due and payable.
- 13.b Organizer may terminate this Contract without liability immediately at any time by written notice to Client if Organizer: (i) determines in its absolute discretion that the provision of the Package to Client is not in the best interests of the Exhibition/Event/Show and/or not in Organizer's legitimate commercial interests,
- (ii) is required by any law or instructed by any financial institution to cease trading with certain individuals/entities and/or in certain geographical locations, and/or
- (iii) decides to cancel the Exhibition/Event/Show and does not wish for this Contract to continue in full force and effect pursuant to Condition 11.c. In the event that Organizer dismisses this Contract pursuant to this Condition 13.b, any portion of the Fees already paid shall be refunded and Client shall be released from paying any further portion of the Fees. Client acknowledges and agrees that the refund of Fees paid is Client's sole remedy in the event of termination by Organizer under this Condition 13.b and all other liability of Organizer is hereby expressly excluded.
- 13.c Upon dissolution of this contract, without regard to any other right or recourse that it may have, Organizer retains the right, without liability, to suspend and/or disable access to the Digital/Virtual Platform and/or the Website by Clients and their Personnel's and to cover any Materials. Organizer is free to re-sell any parts of the Package as it sees fit.
- 13.d Conditions 1, 3, 4, h, 6, b, 8, c, 9, 10, 12, 13, 14, 15 and 16 shall survive termination of this Contract.
- 14. LIABILITY AND INDEMNITY**
- 14.a Organizer does not guarantee as to the Exhibition/Event/Show and/or Package in general, including, without limitation, in relation to: (i) the presence, absence or location of any exhibitor, sponsor, brand promoter or attendee of the Exhibition/Event/Show,
- (ii) the benefit or outcome (commercial or otherwise) that Client may achieve as a result of participating in the Exhibition/Event/Show and/or purchasing any element of the Package. Except as set out in these Conditions, to the fullest extent permitted by law, Organizer excludes all terms, conditions, warranties, representations and undertakings relating to the Exhibition/Event/Show and the Package that are not expressly stated herein.
- 14.b The Organizer does not support or acknowledge any liability for the use of, or content on, any other website linked or referenced within the Digital/Virtual Platform and/or the Website and neither the Organizer nor any member of ISHRAE shall be liable to the Customer for any loss, harm, cost, claim or expense incurred by the Customer arising out of or in connection with the use of, or dependence on, any content, products and/or services available on or through any other website.
- 14.c Subject to Condition 14.e:
- (i) Client expressly undertakes all risks associated with, resulting from or arising in connection with participation in and/or presence at the Exhibition/Event/Show and/or Client's access to and/or use of the Digital/Virtual Platform and/or the Website,
- (ii) neither Organizer nor any member of ISHRAE shall be liable to Client for any (a) indirect, consequential, special, incidental or penal loss or damage, loss of actual or anticipated profits or income, loss of business, loss of opportunity, loss of goodwill, loss or corruption of data or any other type of economic loss or damage, or (b) loss (or theft) of or damage to the person, property and effects of Client and/or any of its Personnel and/or any third party, whether (a) or (b) is caused by negligence, intentional act, accident, act of God or otherwise, and
- (iii) Organizer (and any member of ISHRAE) maximum aggregate liability to Client under this Contract or otherwise in connection with the Exhibition/Event/Show and/or the Package and/or Client's access to and/or use of the Platform and/or the Website, howsoever arising, shall be limited to the total amount of the Fees paid by Client.
- 14.d Without prejudice to Condition 12, Organizer shall not be in fissure of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event and/or from any delay, failure or error on the part of Client in providing cooperation, performance and/or approvals, consents, information and/or materials as contemplated by this Contract. Nothing in this Condition 14.d shall excuse Client from the payment of the Fees under this Contract.
- 14.e Nothing in these Conditions shall exclude or limit any liability which cannot be excluded or limited by law.
- 14.f The Client accepts and recognizes that, in the light of the Fees, the terms of this Condition 14 are no more than fair for protecting the Organizer as the Event Organizer and the Package Provider.
- 15. GENERAL AND MISCELLANEOUS**
- 15.a Organizer holds the right to refuse any person entry and/or log in to the Exhibition/Event/Show or to remove and/or log out any person from the Digital/Virtual Exhibition/Event/Show platform at any time.
- 15.b This contract does not substantiate any agency relationship, joint venture, merger or partnership between the parties.
- 15.c Each party accepts and agrees that this Contract constitutes the entire agreement between the parties in relation to the Exhibition/Event/Show and the Package and that it supersedes any and all prior oral or written understandings, communications or agreements with respect to the subject matter hereof.
- 15.d Client may not sub-contract any of its rights or obligations under this Contract without the prior written consent of Organizer. Organizer shall be entitled to assign any and all of its rights under this Contract to any member of ISHRAE and the consent of Client shall not be required. Whereas the Organizer shall be entitled, without the consent of Client, to sub-contract any and all of its obligations under this Contract to any member of ISHRAE or any third party contractor assisting Organizer with the staging of the Exhibition/Event/Show and/or the facilitation of the Package.
- 15.e Any failure by either party to exercise any right or remedy shall serve as waiver thereof. No waiver of any breach by any party shall be considered as waiver of any subsequent breach of the same or any other provision of this Agreement. The rights and remedies provided for in this Agreement are inclusive and do not preclude any rights or remedies provided by statute.
- 15.f This Agreement does not give rise to any rights for a third party to enforce any provision of this Contract unless specifically specified otherwise. The parties' ability to cancel, revoke or agree to any change, concession or settlement under this Agreement shall not be subject to any other person's consent.
- 15.g Organizer retains the right to mitigate any Client's indebtedness to Organizer against any Organizer's indebtedness to Company, irrespective of whether any such indebtedness occurs under this Agreement or otherwise.
- 15.h Any notice or other communication given to a party under or in connection with this Contract shall be in writing (which includes, without limitation, email).
- 16. GOVERNING LAW AND JURISDICTION**
- 16.a This Contract shall be governed by and construed in all respects in accordance with the laws of India. All disputes and differences which may arise between Organizer and the Client with respect to the performance, interpretation or execution of this Contract shall be referred to arbitration before three arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996 of India as amended from time to time, wherein one arbitrator is appointed by each party and the third arbitrator is appointed by the mutual consent of both the arbitrators so appointed. Such arbitration shall be conducted in the English language and the seat of such arbitration proceedings shall be at Mumbai, India. The award of the Arbitrators shall be final and binding on both the parties. The total Arbitration charges which are required to be paid under any such incidence shall be borne by the Parties equally or as per the Arbitral Award.