AERO INDIA 2019

12TH INTERNATIONAL SHOW ON AEROSPACE, DEFENCE, CIVIL AVIATION, AIRPORT INFRASTRUCTURE AND DEFENCE ENGINEERING

20th – 24th Feb 2019
AIR FORCE STATION
YELAHANKA, BENGALURU

TERMS & CONDITIONS OF BOOKING SPACE/BOOKING CHALET/REGISTERING AIRCRAFT

FOR OFFICE USE ONLY

DATE : .................................................................

CONTRACT NUMBER : ........................................

INVOICE NUMBER : ............................................
I/We hereby apply to AERO INDIA 2019 to exhibit at the event which has been scheduled for period 20th to 24th February 2019 at Air Force Station Yelahanka, Bengaluru, 12th edition, An Aerospace, Defence and Civil Aviation Exhibition.

I/We understand and agree that by this application I/We agree to abide fully and unreservedly with the Terms and Conditions on the face and reverse hereto and the Exhibition Regulations as contained in the exhibitor manual, a copy of which will be supplied to me/us, and any amendments and additions to the Regulations which may be imposed by the owners in their discretion form time to time, which regulations are deemed to be an integral part of this contract. In the event of Exhibitor being a Partnership/joint venture, then I/we being the representative, deemed to have obtained the consent of all the individual participants to all the conditions of this contract.

(Note: Short Title- Herein after, the organizer is mentioned as DEO in this document).

1. ORGANISER

**Defence Exhibition Organisation (DEO)**
Government of India
Ministry of Defence,
Department of Defence Production,
Hotel Ashoka, Room No 102-107,
Chanakyapuri New Delhi - 110 021
India

2. VENUE, DATE & TIMING

AERO INDIA 2019, 12th edition, An Aerospace, Defence and Civil Aviation Exhibition will be held from 20th to 24th February 2019 at Air Force Station, Yelahanka, Bengaluru

The timings of exhibition will be as follows:-

<table>
<thead>
<tr>
<th></th>
<th>Business Days</th>
<th>20th Feb 2019 (1300 hrs onwards)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A)</td>
<td>Business Days</td>
<td>21st – 22nd Feb 2019 (0900–1700 hrs)</td>
</tr>
<tr>
<td>(B)</td>
<td>General Public Days</td>
<td>23rd- 24th Feb 2019 (0900–1700 hrs)</td>
</tr>
</tbody>
</table>

A company/organization/association booking space for participation will be termed as an Exhibitor.

3. PARTICIPATION CHARGES* (Charges for Space per square meter. For more details visit www.aeroindia.in)

   – For Online Bookings and 25% advance payments received upto 31st October 2018

<table>
<thead>
<tr>
<th>Type of Exhibitor</th>
<th>Indoor Raw</th>
<th>Indoor Shell (Std)</th>
<th>Indoor Shell (Upgraded)</th>
<th>Outdoor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian Participants (INR)</td>
<td>34000</td>
<td>39000</td>
<td>44000</td>
<td>16000</td>
</tr>
<tr>
<td>Foreign Participants (US$)</td>
<td>660</td>
<td>760</td>
<td>850</td>
<td>320</td>
</tr>
</tbody>
</table>
### Aircraft Display (Rates per aircraft depending on aircraft weight)

#### - For Online Bookings and 25% advance payment received from 1st November to 30th November 2018

<table>
<thead>
<tr>
<th>Type of Exhibitor</th>
<th>Indoor Raw</th>
<th>Indoor Shell (Std)</th>
<th>Indoor Shell (Upgraded)</th>
<th>Outdoor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian Participants (in INR)</td>
<td>36000</td>
<td>41000</td>
<td>46000</td>
<td>17000</td>
</tr>
<tr>
<td>Foreign Participants (in US$)</td>
<td>700</td>
<td>800</td>
<td>900</td>
<td>400</td>
</tr>
</tbody>
</table>

#### – For Online Bookings and 25% advance payments received from 1st December 2018 onwards

<table>
<thead>
<tr>
<th>Type of Exhibitor</th>
<th>Indoor Raw</th>
<th>Indoor Shell (Std)</th>
<th>Indoor Shell (Upgraded)</th>
<th>Outdoor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indian Participants (in INR)</td>
<td>37000</td>
<td>43000</td>
<td>48000</td>
<td>18000</td>
</tr>
<tr>
<td>Foreign Participants (in US$)</td>
<td>800</td>
<td>900</td>
<td>950</td>
<td>500</td>
</tr>
</tbody>
</table>

#### 3.1. Aircraft Display

- **For Online Bookings and 25% advance payment received up to 31st October 2018**

<table>
<thead>
<tr>
<th>Aircraft Weight</th>
<th>Indian Participants (in INR)</th>
<th>Foreign Participants (in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto 1 ton</td>
<td>106000</td>
<td>2040</td>
</tr>
<tr>
<td>Upto 3 tons</td>
<td>220000</td>
<td>4250</td>
</tr>
<tr>
<td>Upto 10 tons</td>
<td>292000</td>
<td>5640</td>
</tr>
<tr>
<td>Upto 25 tons</td>
<td>437000</td>
<td>8500</td>
</tr>
<tr>
<td>Upto 40 tons</td>
<td>583000</td>
<td>11300</td>
</tr>
<tr>
<td>Upto 60 tons</td>
<td>728000</td>
<td>14100</td>
</tr>
<tr>
<td>Above 60 tons</td>
<td>743000</td>
<td>14400</td>
</tr>
</tbody>
</table>

For Online Bookings and 25% advance payment received from 1st November to 30th November 2018

<table>
<thead>
<tr>
<th>Aircraft Weight</th>
<th>Indian Participants (in INR)</th>
<th>Foreign Participants (in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto 1 ton</td>
<td>111000</td>
<td>2100</td>
</tr>
<tr>
<td>Upto 3 tons</td>
<td>231000</td>
<td>4500</td>
</tr>
<tr>
<td>Upto 10 tons</td>
<td>306000</td>
<td>5900</td>
</tr>
<tr>
<td>Upto 25 tons</td>
<td>458000</td>
<td>8800</td>
</tr>
<tr>
<td>Upto 40 tons</td>
<td>610000</td>
<td>11800</td>
</tr>
<tr>
<td>Upto 60 tons</td>
<td>763000</td>
<td>14700</td>
</tr>
<tr>
<td>Above 60 tons</td>
<td>778000</td>
<td>15000</td>
</tr>
</tbody>
</table>

- **For Online Bookings and 25% advance payment received from 1st December 2018 onwards**

<table>
<thead>
<tr>
<th>Aircraft Weight</th>
<th>Indian Participants (in INR)</th>
<th>Foreign Participants (in US$)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upto 1 ton</td>
<td>116000</td>
<td>2200</td>
</tr>
<tr>
<td>Upto 3 tons</td>
<td>241000</td>
<td>4700</td>
</tr>
<tr>
<td>Upto 10 tons</td>
<td>320000</td>
<td>6200</td>
</tr>
<tr>
<td>Upto 25 tons</td>
<td>478000</td>
<td>9200</td>
</tr>
<tr>
<td>Upto 40 tons</td>
<td>638000</td>
<td>12300</td>
</tr>
<tr>
<td>Upto 60 tons</td>
<td>798000</td>
<td>15400</td>
</tr>
<tr>
<td>Above 60 tons</td>
<td>814000</td>
<td>15700</td>
</tr>
</tbody>
</table>
3.2. Hospitality Chalet (6m x 12m)

- For Online Bookings and 25% advance payment received upto 31st October 2018

<table>
<thead>
<tr>
<th>Category</th>
<th>Indian Participants (in INR)</th>
<th>Foreign Participants (in US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single storey</td>
<td>2495000</td>
<td>48200</td>
</tr>
<tr>
<td>Double Storey</td>
<td>4990000</td>
<td>96400</td>
</tr>
</tbody>
</table>

- For Online Bookings and 25% advance payment received from 1st November to 30th November 2018

<table>
<thead>
<tr>
<th>Category</th>
<th>Indian Participants (in INR)</th>
<th>Foreign Participants (in US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single storey</td>
<td>2614000</td>
<td>50500</td>
</tr>
<tr>
<td>Double Storey</td>
<td>5228000</td>
<td>101000</td>
</tr>
</tbody>
</table>

- For Online Bookings and 25% advance payment received from 1st December 2018 onwards

<table>
<thead>
<tr>
<th>Category</th>
<th>Indian Participants (in INR)</th>
<th>Foreign Participants (in US $)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single storey</td>
<td>2733000</td>
<td>52800</td>
</tr>
<tr>
<td>Double Storey</td>
<td>5466000</td>
<td>105600</td>
</tr>
</tbody>
</table>

*Goods and Services Tax (GST) 18% will be extra applicable on above rates

Note:-

(a) The space can be booked subject to a minimum area of 12 sq. meters.

(b) Shell-space (Std) will include three sides partition, fascia name, floor covering, five lights, one 5/15 AMP socket, one trash bin, table and three chairs in 12 sq. meters.

(c) Shell-space (upgraded) will include three sides partition, fascia name, floor covering, six lights, one 5/15 AMP socket, one trash bin, table with three chairs and carpeting.

(d) Electricity Charges will be extra.

(e) In case Online Payment Gateway Service Provider or Bank imposes any taxes or charges over and above the booking amount, the same shall be borne by the exhibitor/client/person using such a service and shall make payment to DEO.

(f) Display of Foreign Exhibits on Space/Booth Booked by Indian Exhibitor – Aero India has dual rental policy to promote Indian exhibitors. These rates are only applicable to companies registered in India (as defined under the Companies Act, 2013) and shall be displaying products manufactured in India. All other companies are liable to pay the rates prescribed for International exhibitors in US Dollars. Any Indian company/exhibitors found subletting or facilitating display of foreign exhibitors on space booth will attract penalty of INR 15 Lakh or US$ 24590 equivalent on the Indian company/exhibitor. The Organisers also reserve the right to order closure of such errant companies/exhibitors.
(g) Discount for Bulk Booking:
   i. Booking 500 sqm – 1000 sqm: 2%
   ii. 1000 sqm and above: 5%

(H) Co-Exhibitors
   i) Main Exhibitor/associations who have booked more than 250 sqm area will be allowed to register their co-exhibitors on the website by paying non-refundable registration fee 500$ for each foreign Co-exhibitor or Rs 30000/- for each Indian Co-exhibitor.
   
   (ii) Main Exhibitors who have booked less than 250 sqm will be allowed to register their co-exhibitors subject to each co-exhibitor to have minimum area of 15 sqm by paying non-refundable registration fee 750$ for each foreign Co-exhibitors or Rs 45000/- for each Indian Co-exhibitor.

   (iii) Co-exhibitors would be able to use B2B services and Exhibitor Directory and would be able to book additional services on payment basis like other exhibitors on the website

   (iv) Registration fee for Co-exhibitors will be paid centrally by the main exhibitor.

   (v) For defining co-exhibitors, main exhibitor needs to send a request email to aeroindia-ddp@gov.in.

3.3 Electricity Charges

<table>
<thead>
<tr>
<th>Participants</th>
<th>Rate Per KW</th>
<th>For 12 Hrs during show days</th>
<th>For 24 hrs during show days</th>
<th>Pre and Post show days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreign Participants</td>
<td>Payable in US$</td>
<td>150</td>
<td>300</td>
<td>75</td>
</tr>
<tr>
<td>Indian Participants</td>
<td>Payable in INR</td>
<td>7000</td>
<td>14000</td>
<td>3600</td>
</tr>
</tbody>
</table>

*Goods and Services Tax (GST) 18% will be extra applicable on above rates*

4. Aircraft Registration/Chalet Booking/Space Booking and Payment Terms

The interested participants may register online on official Aero India website by payment registration fee of Rs. 30,000-00 or USD 500 for Indian & Foreign Companies respectively. On receipt of payment of registration fee, exhibitor will be allocated Aero India reference number, Login Id and password which will be sent on their registered email id. Aero India reference number should be quoted by the registered participant in all the future correspondences.
Application for space booking / chalet booking / aircraft registration / participation is required to be submitted to Aero India website 2019 after logging with credentials of an Exhibitor. **Participants are required to pay 25% space booking charges/chalet charges/aircraft charges within 10 days from the date of online booking and Balance 75% to be paid by 20th December 2018** as per payment schedule at Clause 5. On payment or part payment of space booking charges/chalet charges/aircraft charges, Contract / Terms & Conditions of respective application form is considered to be agreed and signed by the participant.

Option for making on-line payment will also be provided on official website [www.aeroindia.gov.in](http://www.aeroindia.gov.in). Participation will be accepted on first-come-first-served basis.

However, the participants who could not be accommodated any space will get refund of participation fee with no interest due course. Balance participation charges will be payable before 20th December, 2018. Upon acceptance of an application by the Organisers, the application shall ipso facto become a contract binding on the Exhibitor and the Organisers (DEO) on the terms and conditions contained herein and in the Exhibition Regulations, as contained in Exhibitors Services Manual. On any failure to comply with payment terms, the organisers reserve the right to cancel the contract and to deny access into exhibition area to such exhibitors. DEO will have sole discretion in allocation of space. However, due consideration will be given to the choice and requirement of all applicants, subject to availability thereof.

The Exhibitor agrees and understands that, upon allocation of the requested space at no instant the allocated space shall be liable to be reduced in size.

### 5. Payment Schedule for Booked Space/Booked Chalet/Registered Aircraft

(a) The payment schedule for space booking is as follows:

i. **25% charges to be paid within 10 days from the date of online booking of the stall**

ii. **Balance 75% to be paid by 20th December 2018**

(b) All sums payable under this contract shall be paid together with the addition of such Goods and Services Tax (or such other government tax or levy) as is legally payable on those sums. Currently, Service Tax applicable is 18% of the total invoice value. The total cost represents only the payment for the site, details of which are mentioned in the invoice sent by DEO. All other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto. These additional services include, and are not limited to electricity, horticulture, telephone, internet, security etc. Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the contract are not followed. These terms cannot be varied under any circumstances.

(c) **Penal Interest at the rate of 2% will be charged on any amount outstanding for a period exceeding 14 days beyond the last date of payment i.e. 20th December 2018 until the payment is made. The stand could be closed if Full payment is not made by 4th January 2019.**
(d) Hall Layouts and Stand numbering Plans

(i) Stand numbers and dimensions given on the exhibition layout plan are only for reference purpose and should not be used for any publicity purposes.

DEO reserves the right to change the numbering plan and/or alter the layout plans at any given time.

Note: Your registration for Aircraft display on Aero India website does not amount to giving clearance for bringing the aircraft in exhibition for static and flying display. You would be required to take necessary clearances/permissions from the competent authorities for bring the aircraft for exhibition in Aero India 2019.

(e) Catalogue Entry Charges

Each exhibitor will be entitled free catalogue entry (excluding LOGO) upto 150 words. For additional entry upto 300 words without logo, an amount of Rs 500 / US$ 15 will be charged. Exhibitors who wish listing more than 150 to 300 words including full colour LOGO will be required to pay Rs 2000 or US$ 50 for catalogue entry.

6. Cancellation of Booked Space/Booked Chalet/Registered Aircraft

Without prejudice to the rights and remedies available under this contract and in the event of DEO agreeing to any Exhibitor’s written request for release from the contract, then the Exhibitor will be liable for all or any part of the cost as stated in the contract and shall be on the following scale:

(i) Cancellation prior to 60 days of the date of the show, then it shall be 25% of cost.
(ii) Cancellation between 60 days to 30 days prior to the date of the show, then it shall be 50% of cost.
(iii) Cancellation less than 30 days of the date of the show then it shall be charged at full cost.

These terms cannot be varied under any circumstances.

7. Guidelines for Chalet

i) Business Chalets are reception areas designed to host clients and visitors.

ii) Located in tiered rows right opposite the air–display flight path, chalets with private balconies provide excellent views of the flying display.
iii) Single or Double Storey Chalets can be booked online booking charges are published on the Aero India website. (aeroindia.gov.in)

iv) Chalet exhibitors have to go through the Official Catering Service providers for their catering requirements at the Chalet. The list of service providers will be on the website.

v) Chalet Exhibitors will be provided the bare structure for their bookings of Single Storey or Double Storey without any interior facilities. Exhibitors may appoint their own interior designer and design as per their requirements and either make meeting rooms or space for an exhibit or space for corporate hospitality or all of three.

vi) Details of Chalet Construction will be provided in the Construction Guidelines.

8. Failure to Exhibit

(a) Any exhibitor or firm which, having signed a contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor’s own choosing and has not been released from the contract by DEO shall be liable for the full amount stated in the contract plus any additional costs incurred by DEO as a result of such failure to exhibit.

(b) DEO will not be liable in any way in the event that Immigration Authorities or any other Govt Security Agency prevent the attendance of any personnel at the exhibition.

9. Limitation of Liability and Indemnity

(a) To the extent permissible under the Indian law, DEO, its officers, directors, employees, workers or agents shall not be liable for:-

(i) The safety of Exhibitor, its staff, workers, agents, contractors or invitees during the exhibition;

(ii) Any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by Exhibitor, its staff, workers, agents, contractors or invitees or members of the public; or

(iii) Any other damages or loss (including, without limitation, to loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction, and all other commercial damages or losses or exemplary, punitive or such similar damages whether arising out of contract, tort or any other legal theory).
(b) DEO shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entity, siting or removal of exhibits, or for the failure of any services or amenities provided by ITPO/Hall Owners or other third parties.

(c) While DEO may provide information on the relevant legal requirements applicable to the Exhibitor (including the licenses and permits which the Exhibitor has to obtain), DEO shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.

(d) The Exhibitor shall be exclusively responsible for obtaining any such Visas as may be required to enable him, his personnel, agents, representatives, invitees or others to attend the exhibition and in no event shall there be any claim for loss, damage or otherwise against the organisers for the same.

(e) DEO shall not be responsible for the acts or omission of any contractor appointed by DEO to provide any products or services to the Exhibitor.

(f) In the event that DEO is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of DEO for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to DEO for the space at the event at or during which the loss or damage was incurred or suffered.

(g) The Exhibitor shall indemnify and hold DEO harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred due to any act, omission, neglect or default of the Exhibitor, its staff, workers, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor infringes the intellectual property rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this contract and is in addition to any other remedy which DEO is entitled to under the law.

10. Sub-Letting

The Exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of his site, whether for financial consideration or otherwise. The Exhibitor must, if he is an agent, distributor or licensee, state at the time of contract or through Exhibitor Manuals’ forms, the names of the principals to be represented. This does not prohibit an Exhibitor displaying the products of a principal for whom he becomes agent, distributor or licensee after the time of contract, with the prior written permission of DEO and after paying relevant charges, if applicable.

11. Insurance

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or
damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold DEO harmless in respect of the Exhibitor’s liability to DEO. If DEO so demands, the Exhibitor shall provide proof to DEO that the Exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their workers, agents or contractors are insured against claims for workman’s compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his workers, agents or contractors first enters the exhibition grounds until he has vacated the exhibition grounds and all his exhibits and property have been removed. More details of Insurance related terms and conditions including rates are mentioned in Exhibitor’s Manual.

12. Construction, Maintenance and Operation of Stands

(a) **Possession of Space** – Possession to exhibitors taking raw stand space will be given after 10.00 a.m. on 04th Feb 2019. For exhibitors under shell scheme possession will be given after 10.00 a.m. on 12th Feb 2019. For chalet bookings / Outdoor display area, the same will be handed over to the exhibitor for activities after **1000 hrs on 04th Feb 2019**. The handing over of possession will be subject to final payment of participation charges, catalogue entry fee, electricity and water charges, etc. to DEO.

(b) **Construction of Stands** – The interior design of the stand will have to be within the architectural controls laid down by DEO. And design of the stand will have to be got approved from DEO before 31st January, 2019. Exhibitors (Indian / Foreign) who do not comply with these guidelines and regulations will have to pay a penalty of Rs. 50,000/- / US$ 2000 and will run the risk of closure of the stand by DEO. All construction material, waste and empties etc. will be removed by **2000 hrs on 17th Feb 2019**. Work on construction of stands will be permitted within the stand area only or outside the hall and in no case in the walk-ways in the Halls. Organisers reserve the right to order any changes to booths or have any item removed from the booth, which do not comply with the laid down specifications or with international norms/conventions on weapons/amunition.

(c) **Stand Completion** – stands are to be completed in all respect by **1800 hrs on 18th Feb 2019**. **Full Dress Rehearsal of AERO INDIA - 2019** will be held on **19th Feb 2019**.

(d) **Operation of Stands** – No stand will remain unattended. All stands must open at least half an hour before the exhibition and shall remain open till half an hour after exhibition time on each day.

(e) **Storage of Empties** - No empties will be stored within or behind the exhibition stands.

(f) **Stand Contractor for fabricator**- The contractors other than Official contractor will be required to pay one time royalty of Rs. 1,00,000 for Indian Contractors and US$ 2000 for foreign contractor. For designing and construction of customized stalls, it is advised that the exhibitors may take the services of the official stand fabricator. Details of personnel who will be constructing/decorating stands/chalets, other than the official Stand Contractors may be furnished by the concerned exhibitor along with a letter of authority nominating the contracting company for such services.

(g) **Service Provider Police Verification**- It is mandatory for all Indian service providers to fill the Police Verification Form and get their workers/staff whosoever will be entering exhibition area police verified.
(h) **Group Stands** – Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the exhibition.

(i) **Vacation of Space** – Stands will have to be vacated under shell scheme and raw space latest by **1700 hrs on 27th Feb 2019**. The site will close on **28th Feb 2019**.

(j) **Damages to the Hall** – Exhibitors will be required to make good all damages or make payment for damages to the Halls or any structure or gardens/land scraping caused directly or indirectly by any exhibitor or by any agency employed by him.

(k) **Sale of Exhibits** – No counter sales will be permitted during the exhibition. Exhibitors may distribute publicity material from their respective booth.

(l) **Handling of Exhibits, Customs and Import** – Exhibitors can avail the services of only the appointed/nominated cargo agent selected by DEO. No other cargo agent will be allowed to enter/operate in the exhibition under any circumstances.

(m) **Entry/Exit and Passes** – Entry into Exhibition site/area will be on the basis of exhibitor passes issued by DEO. Each exhibitor will be entitled to 3 passes for 12 sq meter space subject to maximum of 50 passes. Additional passes beyond the eligibility of the exhibitor, passes to be purchased at the price which will be decided later. Entry of vehicles in the Exhibition Complex will not be permitted during exhibition hours and other hours specified separately. Exit passes along with no dues certificate issued by DEO will be necessary for exhibits / material to be taken out of the Air Force Station.

(n) **Violation of Rules** – In the event of violation of any terms and conditions, DEO. Will reserve the right to close down the stall of the exhibitor.

### 13. Force Majeure

DEO shall not be liable to the Exhibitor by reason of any cancellation, suspension or part-time opening of the exhibition, either as a whole or in part, for any non-performance of their obligations under this contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within their control. These circumstances include but are not limited to, war, fire, national emergency, labour unrest, earthquake or other such acts of nature, acts of terror, non-availability or cancellation of exhibition premises or any other cause not within the control of DEO.

### 14. Unforeseen Occurrences

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of DEO shall be final.
15. Copyright

The Exhibitor gives permission to DEO to publish before, during and after the exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/or Exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

(i) original material,

(ii) paid for by the Exhibitor or,

(iii) Already in the public domain such that DEO cannot be sued for copyright violation.

(iv) Counterfeits and Copyright Infringements

Copyright infringement will be vigorously policed at the exhibition. Copies or counterfeit goods are not permitted at the exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned from future shows.

(v) Government Ruling

The exhibitor shall have no claim against DEO should national or state government authorities, acting independently or under the auspices of an international authority (e.g. the United Nations), bans, restrict or refuse participation at the exhibition by the exhibitor or the display or promotion of any of their products or services.

(vi) Governing Law and Disputes

Jurisdiction – These Terms and Conditions and the contract between DEO and the Exhibitor shall be governed by the laws of India, and the parties submit to the non-exclusive jurisdiction of the courts of Delhi, India.

Disputes – Disputes, if any, arising out of unresolved matters between exhibitor and MoD, DEO. Shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. The arbitration proceedings will be conducted in English and at New Delhi, India only. The award of the Arbitrations shall be final and binding between the Parties to the Arbitration.
## COMPLIANCE BY EXHIBITOR

The Document must be signed by a duly authorized executive or partner

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<th>Signature</th>
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Countersigned by an authorized representative for AERO INDIA 2019

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<th>Signature</th>
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**Defence Exhibition Organisation (DEO)**  
Government of India  
Ministry of Defence,  
Department of Defence Production  
Hotel Ashoka, Room No 102-107,  
Chanakyapuri, New Delhi - 110 021,  
India