

### SECTION III

#### RULES AND REGULATIONS

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Ministry of Defence  
Government of India



India : The Emerging Defence Manufacturing Hub  
**DEFEXPO 18**  
**INDIA** 11-14 APRIL 2018 CHENNAI  
Ministry of Defence



Defence Exhibition Organisation  
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Government of India

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### 3.1 Organisers

Defexpo India 2018 is organized by DEO, Department of Defence Production, Ministry of Defence, Government of India. The DEO will be responsible for putting up and organizing the event. Hence reference to the Organisers in this manual may please be treated as reference to the DEO.

### 3.2 Venue, Dates and Timings

Defexpo India 2018 will be held at Arulmigu Nithyakalyana Perumal Temple, Thiruvadanthai, Thiruporur Taluk, Kancheepuram, East Coast Road, Chennai, Tamil Nadu, India from 11 - 14 April 2018. The timing of the event is 09.00 am to 5.00 pm.

### 3.3 Exhibitors and Validity of the Contract

A company/ Organisation/ Institutions booking space for participation will be called "Exhibitor". Exhibits will be limited to materials, products or services related to an Aerospace Exhibition. Only the manufacturers or/ and their authorized offices in India are permitted to be exhibitors. Agents will not be permitted to display exhibits nor would be given or permitted to take any commission directly or indirectly. The contract with the Exhibitor will be valid after the payment of the full contract price. The exhibitor shall have irrevocable permission to participate in the exhibition. This agreement is not, and shall not be deemed to be a lease or an agreement for lease. The Organisers reserve the right to determine the eligibility of any material, product or services for display.

### 3.4 Allocation of Space

Exhibit pace will be allocated according to the date of receipt of application form along with the prescribed payment. The Organisers reserve the right to change or alter the allocated space in case of unforeseen contingencies or changes in the floor plan.

### 3.5 Participation Charges and Payment Terms

The applicable charges & payment terms and conditions are mentioned on the website [www.defexpoindia.in/](http://www.defexpoindia.in/) All payments have to be cleared before the show is over. To facilitate the exit process, and exit form is issued to each exhibitor by the organizer after the exhibition is over.

### **3.6 Admission**

The Organiser reserve the right to refuse admission to any person in the interest of the exhibition or due to safety reasons

### **3.7 Operation of Devices and their sound levels**

Only such devices or exhibits will be operated in the exhibition premises, which do not distract or disturb visitors, other exhibitors and others present in the area.

### **3.8 Stand Fitting Services**

The Organisers have appointed an Official Stand Contractor to provide stand fitting services to exhibitors using the shell scheme & stand fitting work. Design of the special stands will be subject to the approval of the Organisers. The stands should not be destructing the view or disturbing the aesthetics of any other co-exhibitor. Organisers hold the final right to stop/alter the design, if needed.

### **3.9 Electrical Services**

Electrical Services will be available as per the details in the Exhibitors 'Manual. The official electrical contractor shall only carry out any additional electrical works. The exhibitor shall bear the cost of all such electrical works and additional load.

### **3.10 Service Agencies**

Service Agencies like freight handling, security, cleaning, stand construction, phones, catering etc empanelled with the Organiser will only be allowed to provide services to the exhibitors. Other agencies will not be allowed to enter/operate in the exhibition premises.

### **3.11 Cleaning of Exhibits**

The exhibitors must make arrangements to store their exhibits in presentable and clean manner during the exhibition period. All materials for disposal must be deposited in the areas designated by the Organisers.

### **3.12 Advertising**

The Exhibitors may distribute printed and/or promotional material related to their products only within the stands. The Organisers reserve the right to prohibit distribution of any publicity material without assigning any reason.

### **3.13 Cancellation**

In the event of an exhibitor withdrawing from Defexpo India 2018 or canceling the booking, the following rules will apply:

- (a) Cancellation 60 days or more before the show, 25% of the cost.
- (b) Cancellation between 60 and 30 days before the show, 50% of the cost.
- (c) Cancellation 30 days or less before the show full cost.
- (d) They are entering in to an agreement for participation in Defexpo India 2018 as Principals/Manufacturers and not as agent or nominee for any third party
- (e) These terms cannot be varied under any circumstance.

### **3.14 Counterfeits & copyright Infringement**

None of the exhibition displays present at the exhibition premises shall infringe or likely to infringe, any patent, trade mark, copyright and other intellectual property rights of any party, and The exhibitors undertake and agree that in the event of any breach, this contract may be terminated by the Organisers unilaterally. In such an event, the exhibitors shall indemnify the Organisers against all costs, claims, demands, losses, liabilities etc.

### **3.15 Public Safety & Security**

Exhibitors & their representatives should be present in the stall at all times during the opening hours of the Exhibition in order to receive visitors. They may not close the stands before the officially appointed time of closing. Fire: All inflammable, disposable materials (such as empty boxes and other wrappings) should be immediately removed from the exhibition premises. Flammable Materials: The use of flammable materials for the decoration of the stand is prohibited unless such decorations have been treated with fire retardants. Use of heating appliances within the stand is strictly prohibited. Fire retardant heating elements are permitted only in designated zones.

### **3.16 Insurance and Exhibition Liabilities against Unforeseen Incidents**

- (a) The exhibitors would be solely responsible for any damage which may occur to exhibits, equipments, decorations, stock, stand or any other possessions due to fire, theft, deterioration, loss/damage by water or damage suffered during any fire fighting operations
- (b) The exhibitors would be solely responsible for all accidents that may occur to the staff (including the Organizers' personnel), technicians, employees or exhibitors on duty in his own or in neighboring

stands, due to the use by him or anyone else delegated by him e.g., machines, motors, other appliances using electric power that cause fire.

(c) The exhibitors would be responsible for all other damages, injuries or accidents, other than the already mentioned, or those that they themselves may foresee, and any other damage which may result from their participation in the Exhibition, whether directly through their own fault or through the fault of any third party under the exhibitors' instructions and affecting the possessions, furniture or building belonging to either the Organizers or to another party.

(d) The Organisers disclaim all responsibility for risk as mentioned above and the exhibitors shall not be entitled to make claims, whatsoever are the factors causing such damages.

(e) The exhibitors will have to obtain third party liability insurance to cover any accidents suffered by third parties in the building where the exhibitors' stand are located which involves the liability of the exhibitor or of any of his employees due to accident incurred to the Defexpo 2018.

(f) Minimum insurance cover for the third party liabilities will have to taken by all exhibitors and for other displays too. Exhibition for a minimum amount of Rs.100 million per accident or its equivalent in US\$.

(g) The exhibitor may insure their exhibits on display against all possible risks that are permitted within the Insurance Rules.

(h) Each exhibitor shall cover for expenses incurred due to abandonment or postponement of the exhibition for any reason what so ever

The insurance policies mentioned above will have to include the insurer's renunciation of any legal action/ penalty arising in the event of damages or accidents against the representatives, Directors, Employees of the following Organizations;

- i) Organisers
- ii) Event Managers
- iii) Municipality or Local Administration
- iv) Architects and contractors employed by the Organisers/ Event Managers

(h) The period of liability of the Exhibitor shall be deemed to run from the time the Exhibitor or any of his employees, agents, contractors first enters the Exhibitions and will continue until all his exhibits and property have been removed.

(i) The Exhibitor shall insure, indemnify and hold the Organisers harmless in respect of all costs, claims, demands and expenses to which the Organisers may in any way be subject as a result of any loss or injury arising to any person (including members of the delegations, visitors, public, the

Organisers staff, agents or contractors) how so ever caused, as a result of any default of the Exhibitors, his employees, agents, contract or invitees. If the Organisers find it necessary, the EXHIBITOR shall provide proof that he has adequate insurance cover. The ORGANISERS shall not in any event be held responsible for any restriction or condition which prevents the construction, erection, completion, alteration or dismantling of stands or for the failure of any service amenities provided by the Organisers, or the cancellation or part time opening of the exhibition, either as a whole or in part, or for amendments or alterations to all or any of the rules and regulations caused by circumstances not under their control.

(j) The exhibitor may arrange their third party liability insurance from official Insurance agency to be notified later.

(k) For aircrafts on display, whether static or flying, insurance cover has to be arranged as per details laid down in the Flying Manual which will be forwarded to concerned EXHIBITORS in due course.

### **3.17 Safety, Fire, Health and other Laws**

All fire, safety, health and other laws, rules and regulations imposed by local authorities and agencies must be strictly observed by the exhibitors.

### **3.18 Loss**

The Organisers will not be held liable for Loss/Damage to the exhibits

### **3.19 Right to Reject Exhibits**

The exhibitor agrees that the exhibits shall be admitted and shall remain solely in strict compliance with the rules and regulations stipulated here in. The Organisers reserve the right to reject or prohibit any exhibit in whole or in part of any exhibitor or his representative from participating in Defexpo India 2018 with or without giving any reasons.

### **3.20 Sub-contracting**

This license to participate in the exhibition is personal to the exhibitor and is non-transferable. No licensing or sub licensing may be granted by the exhibitor to any other party Government of India has a policy of subsidizing those companies and manufacturers participating in the DEFEXPO INDIA 2018 whose management and control vests only in Indian directors on their 7 board. If any such Indian company is found to have sub-let or allowed use of, whether fully or partly, space in their allotted stand to a foreign company or to a company registered in India but whose Management, Control, Headquarter, or Principal vests overseas, the Ministry of Defence, in the Government of India may impose a penalty on such defaulting participants for an amount not exceeding Rupees fifty lacs only.

### **3.21 Governing Laws and Jurisdiction**

This agreement shall be governed by and construed in accordance with the laws prevalent in the Union of India. Each of the parties here by irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of India for all purposes in relation to this agreement, and waives any objections.

### **3.22 Additional Rules and Regulations**

Further rules and regulations pertaining to the exposition found in the Exhibitors' Manual and other documents supplied by the Organisers will be deemed to form part of the agreement signed earlier in the form of Space Application form and shall be binding on the exhibitors and their contractors.

### **3.23 Photography**

General still photography by the exhibitors/ visitors during the Exhibition is permitted. However, video/ aerial photography over Indian Aerospace or photography in the operational area of the Qitol, without permission of Ministry of Defence, Government of India shall not be permitted. No photography is permitted in Indian Territory over prohibited/restricted area under any circumstances.

### **3.24 Disputes**

Disputes, if any, arising out of un resolved matters between the exhibitor and the Organisers shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996. The arbitrations proceedings will be conducted in English and at New Delhi, India only.

### **3.25 Force Majeure**

If the exhibition is abandoned, cancelled or suspended in whole or in part by reasons of war, fire, National Emergency, Labour, Non availability of exhibition premises or re-allocation of exhibition premises or any other cause not within the control of the Organisers, the Organisers shall be under no liability for any actions, claims or losses.