



# SOUTH ASIA'S LARGEST INTEGRATED FOOD SHOW

08<sup>th</sup> -10<sup>th</sup> January, 2024

India Exposition Mart, Greater Noida, New Delhi, NCR, India

## Exhibitor Application Form

### Company / Organization Details

Organization / Company Name (as it should appear in Invoice) .....

Address .....

City ..... State .....

Pin Code ..... Website .....

Contact No. (Land line) ..... TIN No .....

Director's Name..... DIN No .....

GST No. .... PAN No. ....

IEC No. .... CIN No.....

### Whether Belongs to MSME

Yes  No

### Whether Belongs to

SC  ST  General

### No. of event participated with MAI Support during the current year

.....

### Whether Participated in the Same Previously

Yes  No If Yes Which Year .....

### Fascia Name (as it Should Appear in Booth Fascia Printed & Digital Print)

Fascia Name .....

### Type of Company

Proprietorship  Partnership  Private Limited Company  Public Ltd Company  
 Co-operatives  Government  Society  Limited Liability Partnership (LLP)

### Contact Person (will be used for all co-ordination purposes)

Contact Person..... Designation .....

E-mail..... Secondary E-mail.....

Mobile ..... Landline .....

### Nature of Company

Manufacturer  Exporter  Trader  Consultant

**Mention the Zone Where you wish to exhibit**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> SWEETS & CONFECTIONARY | <input type="checkbox"/> FRUITS & VEGETABLES        | <input type="checkbox"/> NON-ALCOHOLIC BEVERAGES |
| <input type="checkbox"/> DAIRY                  | <input type="checkbox"/> WINE & ALCOHOLIC BEVERAGES | <input type="checkbox"/> MEAT POULTRY & SEAFOOD  |
| <input type="checkbox"/> DRY FRUITS             | <input type="checkbox"/> PULSES & GRAINS            | <input type="checkbox"/> CONSUMER FOOD           |
| <input type="checkbox"/> INDIAN ETHNIC & Snacks | <input type="checkbox"/> SUGAR & FLOUR              | <input type="checkbox"/> VEGAN FOOD              |
| <input type="checkbox"/> TEA & COFFEE           | <input type="checkbox"/> ORGANIC & HEALTH FOOD      |  |
| <input type="checkbox"/> SPICES                 | <input type="checkbox"/> OIL & OIL SEEDS            |  |

**Please Select any of the Participation Opportunities**

**RAW SPACE** (Minimum 18 Sqm)  
 \* EXHIBITOR BADGES -  
 From 18 sqm to 24 sqm - 6 Badges, from 27 sqm to 36 sqm - 8 Badges & Above 36 sqm - 10 Badges  
 Amount – USD 380 /SQM + 18% TAX X ..... sqm Total USD .....

**BUILT-UP BOOTH** (9 Sqm)  
 INCLUSION  
 1 table • 4 chairs • 1 lockable counter • 3 Spot lights • 1 Wastebin • Entry Badge for 4 delegates  
 Amount – USD 400 /SQM + 18% TAX X ..... sqm Total USD .....

**Terms & Conditions**

- Upon the Exhibiting Company's ("Exhibitor") execution, this Agreement becomes a binding contract between TPCI and the Exhibitor subject to the parties' respective rights described in the terms and conditions set forth below. This agreement will be valid only after the exhibiting company / firm has paid all applicable fees and deposits by the deadlines set forth on this agreement and otherwise complied with this agreement in all respects.
- The execution of this agreement and the timely payment of all fees and deposits do not guarantee that an exhibitor will be permitted to exhibit at the show or be assigned to a particular exhibit hall, section within the show or exhibit hall, or the space or number of booths desired by the Exhibitor or assigned by TPCI. TPCI reserves the right to select those Exhibitors who will be permitted to exhibit at the show, and the exhibition hall, area and number of booths in which the Exhibitor will be allowed to exhibit, in its sole and absolute discretion.
- By signing this Agreement the Exhibiting Company agrees to the "Anti-Poaching clause" which means that they will not engage in any business activities or employing any current or past employees of the organisers for a time period of at least 2 years after exhibiting in INDUSFOOD . Failure to which the organiser reserve the rights to invoke the "Anti-Poaching Clause" and deny space to the exhibiting company in the current or forthcoming editions of INDUSFOOD .
- TPCI organizing committee has the sole right to allocate the space to the exhibitors. TPCI retains the absolute right to cancel, change or modify the exhibit space assigned of any Exhibitor, in its sole and absolute discretion, for any or no reason, with or without cause by mailing the Exhibitor a written "Notice of Cancellation or Change of Exhibit Space Assignment". Exhibitor also recognizes and understands that circumstances may arise immediately, prior to or during the "INDUSFOOD 2024" show that may also prompt TPCI to change or cancel an Exhibitor's space, or make the exhibit space available to the Exhibitor for fewer days and/or fewer hours than had previously been confirmed.
- Use of Fees and Deposit. Exhibitor expressly acknowledge that TPCI reserves the right to apply any fees and deposit amounts paid pursuant to this Agreement
  - To remedy and default of Exhibitor under this Agreement including payment of required insurance
  - To remedy any default of Exhibitor from any previous agreement(s);
  - For payment of any cheque returned for Insufficient funds (including any bank fees related to the Insufficient funds); and
  - To pay any onsite violations of the Exhibitor. Exhibitor agrees to pay to TPCI the amount offset against a Past Due Amount by the applicable deadline. If the Exhibitor fails to pay the offset amount within the required period the Exhibitor shall be considered to be in default of its payment obligations under this agreement and TPCI shall have the right to cancel or change the Exhibitor's space assignment and exercise its other rights under the agreement.
- TPCI reserves the right to change, increase or decrease Show hours, days or location. Notwithstanding anything to the contrary in the Exhibitor Agreement, the Exhibitor acknowledges and agrees that if TPCI elects to change, increase, or decrease Show hours, days or location, Exhibitor shall not be entitled to any expressly claims, any right or claim to the return of any portion of any Show fees or deposits paid or payable by the Exhibitor to the TPCI.
- Should the premises or any portion thereof, be rendered unusable for any reason or due to any cause whatsoever, including but not limited to fire, the elements, acts of God, mob, riot, or civil commotion, TPCI shall in no way be liable for any personal or business loss or any other damage, consequential or otherwise, inconvenience or annoyance to the Exhibitor arising from any of said causes.
- TPCI makes no representations or warranties expressed or implied, to the Exhibitor regarding the condition of the premises or the success of the Exhibitor's efforts for which the exhibit space will be used. Under no circumstances shall TPCI be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by the Exhibitor or any other party as a result of the condition of the premises, the exhibit space, or the Exhibitor's efforts for which the exhibit space will be used or the theft or destruction of the Exhibitor's products or property.
- Exhibitor understands and acknowledges that all utilities including, but not limited to, electrical, water, heating, ventilation, and air conditioning are provided by the show facility at a cost and not by TPCI, and as such, TPCI assumes no responsibility for any disruption in service.
- Exhibitor acknowledges and agrees that should
  - TPCI issue a notice of Cancellation for Change or
  - Change or cancel an Exhibitor's space or make exhibit space available for fewer days than had previously been confirmed, TPCI shall not be held responsible or liable for any costs, expenses, damages or any other sums whatsoever incurred by the Exhibitor or any other party as a result of any exhibit space cancellation, change or reduction in number of available days except as specifically set forth in this paragraph. The Exhibitor expressly acknowledges and agrees that TPCI's liability to the Exhibitor in any way relating to the Agreement and/or the use, cancellation, change or reduction in the number of available days of exhibit space shall be limited to

the return to the Exhibitor of all or a pro-rata portion of any fees or deposits previously remitted to TPCI.

11. Exhibit Space Rules. TPCI shall have the right in its sole and absolute discretion to establish rules for the show and the use of exhibit space covered by this Agreement, including but not limited to the rules within the Exhibitor Manual. All Exhibitors are required to comply with all such rules which are deemed incorporated herein by this reference and shall be available to each Exhibitor prior to the show.
12. Exhibitors reserving exhibit space will have two scheduled payments:
  - I. 50% advance payment of the total cost of participation within 4 days of online submission of application form
  - ii. Balance 50% of the total cost of participation by 15 December 2023
  - iii. Participants registering after 31th October will submit 100 % payment of the total cost of participation within 4 days of online registration.
  - iv. In the event of failure of payment by the deadline, the reserved booth may be allotted to other participants who have shown interest for the same location.
13. If the Exhibitor wishes to modify its Stand Space it shall send a written request to TPCI, stating the reason for proposed modification, which TPCI shall be entitled to accept, reject or condition at its reasonable discretion. Such conditions may include (but not be limited to) the payment of additional fees if the modification will result in additional requirements in connection with the Stand Space or the payment as applicable. Cancellation charges set out in clause 11 if the modification will result in significantly reduced requirements for Stand Space.
  - Exhibitors who have reserved their space in Raw Space category will not be allowed to modify their participation package to shell scheme at any circumstances.
14. The Exhibitor shall carry public liability insurance against personal injury, death and damage to or loss of property by any cause whatsoever. The Exhibitor shall provide written evidence of its insurance policy to TPCI no later than 8 weeks prior to the commencement date of the Exhibition. In the event that an Exhibitor enters this agreement less than 8 weeks before the commencement of the Exhibition, the Exhibitor shall on the date of this agreement shall provide satisfactory written evidence to TPCI of its insurance policy.
15. Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this agreement and which is of confidential nature except as strictly necessary to perform its obligations or exercise its rights under this agreement PROVIDED THAT this provision shall not apply to Confidential information:
  - Which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party ; or
  - Which comes into public domain otherwise than through the default or negligence of the receiving party; or
  - Which the receiving party is required to disclose by law or applicable regulatory authority. In all cases each party shall inform the other party immediately upon becoming aware of confidential information, or that an unauthorized disclosure of confidential information has been made. Each party shall ensure that its personnel, sub-contractors and agents who have, or may have, access to the confidential information are bound by an undertaking in substantially the same terms mentioned above. The provisions in this clause shall continue in force notwithstanding termination or expiry of this agreement.
16. The dimension of the booth shall be accepted by the applicant, as finalized by TPCI and no representation shall be entertained in this regard.
17. Any allotment with/ near the pillar shall be accepted by applicant (if any).
18. Miscellaneous:
  - The terms & conditions set forth above, govern the rights and responsibilities of TPCI and the Exhibitor. The Agreement and these terms & conditions represent the sole and entire agreement among the Exhibitor and TPCI and supersede all prior agreements,

negotiations, and discussions between the parties here to, and / or their representatives.

- The Agreement and these terms & conditions shall be construed as whole in accordance with their fair meaning and the laws of India.
- The provisions set forth above are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.
- No waiver of any term, provision or condition set forth above, in any one or more instances, shall be deemed to be or construed as a further waiver of any such term, provision or condition.
- The person executing this Agreement on behalf of the Exhibitor represents and warrants that they have the authority and power to do so and bind the entity for which they sign.
- TPCI shall use reasonable care to have all power services installed in time for the opening of the Show. Proper and reasonable care shall also be taken to prevent interruption of power services during the exhibition. TPCI shall not be held responsible for late installation or interruption of any services that may occur.
- By signing this Agreement, Exhibitor authorizes TPCI to use its name and any photographs and / or video recordings taken at the exhibition and associated events for promotional purposes.
- The Exhibitor shall supply to TPCI the name of at least one person to be its representative in connection with the installation, operation and removal of the exhibits and shall ensure that such person is available to be contacted by TPCI at all times during the Opening Hours of the Exhibition and reasonably available at other times during the Exhibition Period.
- In order to ensure only Official access to the Exhibition areas, the exhibitor and any authorized personnel and any permitted contractors will be issued with non-transferrable badges. No admission to the Exhibitor areas will be allowed unless this badge is presented. The Exhibitor will be required to provide TPCI, by the date specified in the Exhibitor Technical Manual, with a list detailing the personnel who will be present at the Stand Space and / or around the Exhibition and / or any permitted contractors and the day(s) on which each person is likely to be in attendance. The exhibitor shall be liable for all and any unauthorized use of badges issued to the Exhibitor.
- The Exhibitor shall be responsible and liable for the conduct of all personnel and any other person associated or connected with the Exhibitor. TPCI reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence or behaviour is undesirable and /or potentially unlawful, harmful, disrespectful and/or causing a nuisance to other Exhibitors and/or Exhibition visitors and TPCI may exercise such right notwithstanding that any such person is the employee, agent or permitted contractor of the Exhibitor or otherwise in any way connected or associated with Exhibitor.

#### Privacy Policy

19. Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this agreement and which is of confidential nature except as strictly necessary to perform its obligations or exercise its rights under this agreement PROVIDED THAT this provision shall not apply to Confidential information:
  - Which the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to the same or which is independently developed by or for the receiving party ; or
  - Which comes into public domain otherwise than through the default or negligence of the receiving party; or
  - Which the receiving party is required to disclose by law or applicable regulatory authority. In all cases each party shall inform the other party immediately upon becoming aware of confidential information, or that an unauthorized disclosure of confidential information has been made. Each party shall ensure that its personnel, subcontractors and agents who have, or may have, access to the confidential information are bound by an undertaking in substantially the same terms mentioned above. The provisions in this clause shall continue in force notwithstanding termination or expiry of this agreement.

## Cancellation Policy

- The Exhibitor shall not exhibit (nor attempt to exhibit) at the Exhibition any counterfeit goods or any goods which infringe any third party's Intellectual Property Rights ("Infringing Goods") or any goods which are prohibited or restricted by local laws or regulations where the Exhibition takes place ("Prohibited Goods"). Without prejudice to TPCI's other rights, in the event that a third party and/or a relevant authority alleges that the Exhibitor exhibits (or attempts to exhibit) any Infringing Goods and /or Prohibited Goods, TPCI shall have the right to:
  - Physically remove any such goods;
  - Terminate this agreement including the Exhibitor's right to participate in the Exhibition; and/or
  - Close down the Exhibitor Stand and in any such event, the Exhibitor shall have no financial or other claims against TPCI. Subject to any claim by a third party, TPCI shall return any removed goods to the Exhibitor. The Exhibitor agrees to attend a pre-registration inspection prior to the commencement of the Exhibition, where requested by TPCI and in accordance with TPCI's instructions from time to time. The Exhibitor agrees to on demand indemnify and keep indemnified TPCI against all claims, liabilities losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kinds howsoever incurred by or on behalf of or made against TPCI arising out of exhibition by the Exhibitor of any infringing goods or Prohibited Goods, and/or acts by a third party as a consequence of such exhibition.
- This agreement may be terminated by TPCI at any time by written notice to the Exhibitor upon the occurrence of any of the following events:
  - The Exhibition is cancelled.
  - TPCI is not satisfied that proper use is being made of the Exhibition by the Exhibitor during the build-up period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its contractors or Exhibitors is in the Exhibition centre in connection with the Exhibition,
- The Exhibitor fails to arrange insurance cover in accordance with the Clause 15
- Payment of Fees is not made by the Exhibitor in accordance with this agreement
- The Exhibitor is or becomes for any reason unable to utilize the stand space
- The Exhibitor ceases to carry on the business, becomes insolvent, or enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers from enforcements of security or legal processor repossession or any event analogous to any of the above in any jurisdiction
- The Exhibitor or relevant attending employees, contractors or other of its personnel is or are convicted of any criminal offence or otherwise so conduct itself/ themselves so as to bring itself, the Exhibition or TPCI into disrepute.
- The Exhibitor shall not assign, sub-let or grant licenses in respect of any part of the space allotted, nor may indulge in advertisements of firms who are not bonafide exhibitors' on its allotted stand. All displays, advertising exhibits and stand arrangements made by the Exhibitor, shall be appropriate to the subject matter of the INDUSFOOD TECH 2024 in the sole opinion of TPCI and should be aesthetic and of a suitably high standard and shall not contravene or conflict with any local law, moral or custom and if in the opinion of TPCI, the Exhibitor is in breach of this clause, TPCI may direct the Exhibitor to rectify such breach and the Exhibitor shall immediately act accordingly. In the event of Non-compliance by the exhibitor, TPCI reserve the right to terminate the participation with immediate effect.

## Refund Policy

- In case of cancellation of participation by the Exhibitor within 120 days of the event, no refund shall be given and the complete fee shall be forfeited
- In case of cancellation of participation by the Exhibitor before 120 days of the event, the Exhibitor will be liable to receive refund of 50% of the fee.
- In case of cancellation of the event by TPCI, the Exhibitor will be liable to receive full refund of the fee.
- Participation payment once made shall not be adjusted/transferred to any other event in any circumstances.
- In the event of Non-Compliance by the exhibitor, TPCI reserve the right to terminate the participation with immediate effect.
- All legal dispute are subject to New Delhi jurisdiction only.
- By signing this Agreement the Exhibiting Company agrees to the "Anti-Poaching clause" which means that they will not engage in any business activities or employing any current or past employees of the organisers for a time period of at least 2 years after exhibiting in INDUSFOOD. Failure to which the organiser reserve the rights to invoke the "Anti-Poaching Clause" and deny space to the exhibiting company in the current or forthcoming editions of INDUSFOOD.

## Payment Detail

Cheque / DD to be made in favor of "Trade Promotion Council of India" Payable at New Delhi, India  
**For RTGS / NEFT**

BENEFICIARY NAME	TRADE PROMOTION COUNCIL OF INDIA
BANK	Kotak Mahindra Bank
BRANCH	G-39, Connaught Circus, New Delhi-110001
ACCOUNT NO	6911919318
IFSC CODE	KKBK0000214
SWIFT CODE	KKBKINBB
ACCOUNT TYPE	Saving

- ▶ Exhibitors reserving exhibit space will have to process 50% advance payment of the total cost of participation within three days of submission of application form.
- ▶ If reservation is cancelled the amount would be forfeited.

.....  
Name

.....  
Signature with Stamp

.....  
Designation

.....  
Date

Please Send the Duly Filled Registration Form with full payment at the earliest to Trade Promotion Council of India, Indusfood A/c, 9 Scindia House, Connaught Circus, New Delhi 110001, for any query please contact: [exhibit.indusfood@tpci.in](mailto:exhibit.indusfood@tpci.in)