



India Trade Promotion Organisation

Foodex Japan
March 10 - 13, 2020

Rules and Regulations for Participation

1. **Policy for booking and allocation of Space:** ITPO reserves the right for allocation of booths however; allotment shall be done after meeting all mandated requirements and upon receipt of full payments only.
2. **Participation Charges:** Per SQM charges for Shell Scheme
 - a. Will be communicated shortly.
 - b. Please note: i) All processing and bank charges shall be borne by the applicant
ii) No 'charge-back' shall be allowed in case of payments made through debit or credit cards
iii) If ITPO allows 'charge-back' in special cases, bank charges, if any, shall be borne by the applicant.
3. **Tax Deduction at Source (TDS):** Applicants will have the option of deducting the TDS by them. Such exhibitors are required to submit the TDS Certificate soon after the TDS is paid to the Govt. In addition, participant will pay security deposit along with payment which is equal to TDS amount deducted.
4. **Approval Letter:** Approval letter for participation in the exhibition shall be issued after fulfilment of following conditions by the applicants: (i) Receipt of duly filled in application (ii) 100% payment towards participation (iii) Documents as specified.
5. **Cancellation and Refund of Application Money/Space Rent:** Requests for refund of amount shall be processed under the rules, after closure of the fair. The refund process may take one month approximately.
(A) Full refund is allowed when: (a) There is a change in the venue or date of the event by ITPO and due to this the applicant is unable to participate. Refund of space rent/application money, on account of cancellation by the applicant after allotment by ITPO, will be made as per the following guidelines:
 - a. Cancellation request made 150 days or less before start of the event (the start day will not be included), 100% application money deposited will be forfeited, irrespective of the date of allotment of stall.
 - b. Cancellation request made before 151 days or more 50% of the application money deposited will be forfeited, irrespective of the date of allotment of stall.
6. **Arbitration:** All matters of dispute arising out of this shall be governed by Indian law and subject to Court jurisdiction in New Delhi. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications,



design, drawings here-in before mentioned as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders of these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter within the jurisdiction of New Delhi. Both the parties (i.e. ITPO and the applicant) shall make all effort to resolve any dispute by way of reconciliation. In the event of any doubt, dispute or difference arising out of the participation/application (except as to matters, the decision to which is specifically provided under this Terms and Conditions document) remains unresolved, the same shall be referred to CMD, ITPO for appointment of Sole Arbitrator and the decision given by Sole Arbitrator shall be binding on both the parties. The provisions of Indian Arbitration & Conciliation Act 1996 shall also apply on both the parties. The venue of the arbitration proceeding shall be the Head Quarters of ITPO in New Delhi. The fee payable to the Arbitrator shall be paid equally by both the parties.

7. Terms and conditions:

- a. Dispute Regarding Quality Problems, etc.: ITPO shall not be a party to any disputes arising out of quality problems.
- b. In case ITPO is put to any loss for any act of omission and/ or commission of / by the participant, ITPO shall be made indemnified by such participant.
- c. Unauthorized Occupation of Space: Unauthorized occupation of any space-inside the hall including passages or outside the halls shall attract confiscation of exhibits and imposition of penalty, as deemed fit by ITPO.
- d. Deviation in Display Profile: The display of products other than that mentioned in their application shall be treated as unauthorized and may also attract penalty as deemed fit by ITPO.
- e. Stall Alteration: No alteration of the size or position of an exhibitor's stall is permitted. ITPO, however, reserves the right to modify the layouts of stall sites and gangways.
- f. Passage: Participants may ensure that their exhibits must not obstruct passages. Public passages and gangways should be left clear. No hindrances, protrusion of exhibits shall be permitted. Noncompliance shall attract penalty.
- g. Temporary Staff: ITPO shall not be responsible for any dispute arising out of hiring of services of casual workers/hostesses by the participants.
- h. Attendance at the stand: No stand should be left unattended during the exhibition hours. The participants will not carry out any activity, which in the opinion of ITPO amounts to nuisance or annoyance. ITPO shall have the right to take remedial action as deemed fit, in such cases.
- i. Submission of application for booking of space does not automatically confer a right for allotment of space. Approval of application for space will rest with ITPO.
- j. The space allotted to the approved participants is to be exclusively used by them for display of their exhibits as approved by ITPO. Subletting of space is not



permissible. Violation of this clause may lead to cancellation of space allotted, forfeiting of space rent, security deposit etc., paid to ITPO and debarring the participation from the future participation in ITPO's events.

8. Visa:

- a. A Notarized Affidavit (executed on a stamp paper of Rs.50/-) as per Annexure-III is required before issuing Visa Recommendatory letter.
- b. ITPO, as a Trade Promotion Organisation, will provide necessary assistance to the representatives of the participating Company by issuing recommendatory letter to the concerned Mission for obtaining visa.
- c. Visa recommendation letter will be issued only in favour of the Chief Executive /Proprietor/Senior Level Officer dealing with exports of the Company who can take on the spot decision.
- d. ITPO shall not be liable, in case the concerned Mission of the host/transit country denies visa to a representative of the participating Company for any reason.
- e. Since ITPO, on behalf of the participating company, has already committed for certain financial bindings by booking of space, construction/decoration of stand, catalogue entry, general publicity support etc., it will not be possible to consider any refund on account of denial of visa/delay in receipt of visa.
- f. Applicant is requested to apply for visa well in time.

9. General:

- a. Only goods of Indian origin will be allowed for display in Indian Pavilion.
- b. Participants will be allowed to display only those products which have been selected and approved by ITPO.
- c. Participants will make their own arrangements for removing exhibits from the packing cases and displaying them in the booth. Likewise, after the Fair, participants will make their own arrangements to repack and send the exhibits back to India.
- d. Participants will not be allowed to remove the exhibits during the show without specific written permission from ITPO or Show Organisers.
- e. Participants will be required to furnish complete information on orders booked, enquiries generated, retail sales, etc. during and after the close of the Show. Compliance with this rule will be one of the criteria for selection of the participants for future ITPO programmes.
- f. e. All expenses for travel to & fro, and stay abroad including boarding, lodging, medical treatment, insurance, etc. will be borne by the participants themselves. The participants should arrange sufficient funds to meet such eventualities.
- g. Participants will adhere to such other regulations as may be prescribed by the country in which the show is held and/or the Fair Organisers.
- h. In the event of postponement / abandonment / cancellation of the Fair/ Exhibition/Show, or in case of exhibits not being displayed due to any reason, ITPO shall be under no liability to compensate expenditure or loss, if any, incurred by the participants.



- i. In case of default of any payment due from the participants, ITPO reserves the right to debar them from participation in ITPO's Fair in India & abroad and bring to the notice of appropriate authority.
- j. ITPO shall not be responsible for any loss of business / property arising out of the participation in the event. No action for indemnification shall lie against ITPO.

DECLARATION

We have studied and understood the rules and regulations for participation carefully and agree to abide by the same.

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Signature of the Authorized Representative(s)

Name: Designation:

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Place: Date: (Company Seal)