

General Conditions for Participation in Apparel Sourcing Week 2020 (hereinafter referred to as "GCP")

In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions shall have priority over the GCP.

1. Application

In order to take part in a fair or exhibition (hereinafter referred to as "EVENT"), an applicant (hereinafter referred to as "EXHIBITOR") must fill out the official printed application form, provided by Apparel Resources Private Limited (hereinafter referred to as "ARPL"), complete it accurately, sign it in legally effective manner and return it to ARPL. The EXHIBITOR thereby accepts these GCP and the Special Conditions for Participation (hereinafter referred to as "SCP") as binding. In addition the specific on-site regulations related to the trade show and venue - stipulated in the Exhibitor Manual – shall also become an integral part of the contract. The EXHIBITOR is also responsible and liable for adherence to the said conditions by persons employed by him, contractors and/or sub-contractors at the EVENT. The application constitutes just an offer to ARPL and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions.

2. Admission / Stand space confirmation

The contract shall come into force only after a written confirmation by ARPL. The admission of EXHIBITORS and listed exhibits is in any case at the sole discretion of ARPL, especially, but not limited to, in accordance with the GCP and SCP and with the theme, aim and purpose of the EVENT. ARPL may also exclude such EXHIBITORS from admission that haven't fulfilled their financial obligations towards ARPL regarding any previous events. Reservations or conditions stipulated in the application shall be invalid and void without a specific written confirmation from ARPL.

In the event of divergence between the content of the confirmation and the content of the application form, the contract shall be governed in accordance with the content of the confirmation, if the EXHIBITOR does not object in writing within two (2) weeks of receipt. EXHIBITORS do not have a legal claim to admission, except that legal provisions provide for such a claim.

For materially justifiable reasons, especially, but not limited to, in the event of non-availability of sufficient stand space, ARPL may exclude individual EXHIBITORS from participation and/or restrict the EVENT to specific groups of EXHIBITORS if deemed necessary for attaining the aim and purpose of the EVENT. ARPL may restrict the listed exhibits and effect alterations to the stand space requested by the EXHIBITOR. Admission shall entitle the presentation of only the exhibits listed by the EXHIBITORS that are specified in the application and to the space stated therein. Items other than those listed and admitted cannot be exhibited.

3. Allotment of space

Allotment of space will be made by ARPL in accordance with the theme and arrangement of the EVENT and shall be subject to the space being available. Sitting requests made in the application form will be considered, but cannot be necessarily acceded to. The order of receipt of applications will not be the sole deciding factor for allotment of space. ARPL is entitled, if necessary, to alter the size, shape and position of the allotted space. ARPL will notify EXHIBITORS about the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. In case, such alteration entails a modification in the stand rental, reimbursement of the additional cost shall be made correspondingly.

Any alterations by ARPL can be made to the location stands before the beginning of the EVENT. The EXHIBITORS may not exchange the allotted space amongst themselves or transfer it to a third party, even if only in part, without the prior written consent of ARPL.

4. Joint exhibitors

Stand spaces are assigned as complete spaces and only to one contractual partner, identified as the EXHIBITOR. Exceptions, however, are subject to the sole discretion of ARPL. In the event two or more EXHIBITORS wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf and can negotiate with ARPL.

5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (hereinafter referred to as "CO-EXHIBITOR") requires a separate application and confirmation by ARPL. Admission of one or more CO-EXHIBITORS is subject to a special fee. Responsibility for ensuring, that CO-EXHIBITORS fulfil the same terms and conditions as the principal EXHIBITOR shall rest with the principal EXHIBITOR and the CO-EXHIBITOR.

6. Stand rental fee, lien

Stand rental fees/participation fees and terms of payment are set out in the SCP and the application form. Payment of the stand rental must be made in full and in accordance with the dates laid down in the invoice raised by ARPL before the allotted space can be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. ARPL is entitled to exercise its right of lien and sell any distrained property in the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

7. Withdrawal of application, cancellation of part of stand space

In case the EXHIBITOR withdraws his application, cancels whole or part of the stand space or does not participate in the EVENT, ARPL is entitled to use the allotted space or the cancelled part of the space for other purposes as it deems fit, including without limitation allotting the same to third parties. The EXHIBITOR shall remain obliged to pay the following cancellation as set out below as flat-rate compensation for expenses incurred by ARPL on cancellation or partial cancellation after admission has been confirmed:

- Once the contract has been concluded and the contract is cancelled up until 180 days prior to the start of the exhibition, the exhibitor shall be liable to pay 50% of the amount.
- If the contract is cancelled during the period of 180 and 120 calendar days prior to the start of the exhibition, 75% of the amount is payable by the exhibitor.
- If the contract is cancelled within 120 days prior to the start of the exhibition, the amount is payable in full by the exhibitor.

This shall not apply if the EXHIBITOR withdraws his application or cancels part of the stand space because of operation of law. In case the EXHIBITOR does not participate in the event because of absence and the rented stand space cannot be given to third parties, the EXHIBITOR is obliged to pay the full amount of the stand rental fee as set out in clause 6. ARPL reserves the right in any case to claim further damages. The withdrawal from the contract and/or the cancellation of whole or part of the stand space by the EXHIBITOR becomes effective with ARPL's receipt of the written notice.

8. Cancellation of admission

ARPL may cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is physically not occupied by the EXHIBITOR in good time, i.e. at least 24 hours before the official opening of the EVENT.
- The EXHIBITOR fails to pay the stand rental fee at the agreed time in accordance with clause 6 and a period of grace granted by ARPL has lapsed without result.
- An application to commence insolvency and/or winding up proceedings against the EXHIBITOR's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered EXHIBITOR or ARPL receives knowledge of reasons which would have justified exclusion if they had been disclosed earlier.
- The EXHIBITOR breaches ARPL's site regulations.
- The admission is based on false, misleading, untrue, incorrect or incomplete statements by the EXHIBITOR.

ARPL reserves the right to assert claims for damages in such cases. The EXHIBITOR has no entitlement to claim damages.

9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the EXHIBITOR shall be obliged to pay charges, even if he withdraws from the contract, regarding rental exhibition stand and/or other services sought by the EXHIBITOR and/or does not exhibit. ARPL also reserves the right to assert claims for any further damages. If the EXHIBITOR cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- Once the contract has been concluded and the contract is cancelled up until 180 days prior to the start of the exhibition, the exhibitor shall be liable to pay 50% of the amount.
- If the contract is cancelled during the period of 180 and 120 calendar days prior to the start of the exhibition, 75% of the amount is payable by the exhibitor.
- If the contract is cancelled within 120 days prior to the start of the exhibition, the amount is payable in full by the exhibitor.

The withdrawal from the contract by the EXHIBITOR becomes effective with ARPL's receipt of the written notice.

10. Exclusion of exhibits

Items not included in the admission document cannot be exhibited. ARPL has the right to demand to remove exhibits that are not approved in the admission document and also such exhibits, that prove to be dangerous, or become cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights or extant intellectual property laws as prevailing in the Republic of India. In case the EXHIBITOR does not comply with such demand, the said items may be removed by ARPL at the expense of the EXHIBITOR. In case a violation of industrial property rights or intellectual property laws by an EXHIBITOR is proved (e.g. based on a valid court ruling against the EXHIBITOR), ARPL may exclude the EXHIBITOR from participating in subsequent EVENTS.

11. Stand assembly, equipment and design

Stands must conform to the overall layout of the EVENT. ARPL reserves the right to forbid the erection of stands which are unsuitable or inadequate or cause them to be altered at the EXHIBITOR's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the EVENT. Stand fitting must be completed at the

latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the EVENT is not permitted. Names and addresses of EXHIBITORS must be clearly displayed on the stands. The prior approval of ARPL is needed if stand constructions exceed the specified height limits for stands. Prior consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the EVENT, basic items, insofar as these have been provided by ARPL, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the EXHIBITOR.

Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the EXHIBITOR's own expense.

12. Force majeure, cancellation of event

In case ARPL is prevented from holding the EVENT for reasons of force majeure or other circumstances beyond its control, an immediate notification shall be made to the applicants by ARPL. Though the claim to stand rental shall be suspended, but ARPL may charge the EXHIBITOR for any work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the EXHIBITOR.

13. Relocation or change in the duration of the event

ARPL shall be entitled to change the event's date and location, change its duration if necessitated by space conditions, police instructions or other compelling reasons. Any change with regard to the venue or its time or any other change shall become an integral part of the contract wherein the EXHIBITOR is notified accordingly. In this case, the EXHIBITOR shall be entitled to withdraw from the contract within two weeks after receipt of the notice of change. Compensation claims against ARPL shall be excluded in this case, unless the change was due to gross negligence or intent on the part of ARPL.

14. Assembly and dismantling passes, exhibitor passes

Passes for EXHIBITORS and its workmen employed during the period of stand construction and dismantling will be issued to the EXHIBITOR, if applicable. The validity of these passes is limited solely to the assembly and dismantling periods and shall not cover right of entry during the EVENT. A limited number of free EXHIBITOR passes will be issued to EXHIBITORS and their employees for the period of the EVENT. These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn. The number of passes issued is not increased by the inclusion of CO-EXHIBITORS. Additional passes are obtainable only against payment.

15. Advertising

Advertising of all kinds is allowed, however, only within the stand space rented by the EXHIBITOR for his own firm and only for products and/or services produced or distributed by him, insofar as these have been expressly listed in the admission document. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of ARPL. Advertising outside the stand space rented by the EXHIBITOR is only possible as part of the advertising and sponsoring measures offered by ARPL. Advertising of a political nature is forbidden. ARPL shall be entitled to prohibit and remove advertising that does not comply with this clause at the expense of the EXHIBITOR.

16. Photographs, drawings, films

ARPL may have photographs, drawings and films made of the EVENT, exhibits and exhibition constructions and stands, each for use in advertisement, publicity and press releases or for promotion purposes and the EXHIBITOR shall have no right to object in this regard. This also applies to photographs produced directly by the press or television or other media with the consent of ARPL, whether directly for the benefit of ARPL or not. For photographs of stands against payment, EXHIBITORS shall solely employ photographers with relevant permission authorized by ARPL. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. EXHIBITORS are not permitted to produce photographs, drawings and films of the stands and exhibits of other EXHIBITORS.

17. Direct selling

Direct selling is not allowed unless expressly permitted by the Exhibitor Manual, in which case objects for sale must be marked clearly with their prices. EXHIBITORS, on their own accord, shall be responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with the Indian regulations in this regard.

18. Cleaning

ARPL is responsible for general cleaning of the grounds and hall passages.

19. Supervision

ARPL will arrange general supervision in the exhibition center. This shall not affect the liability provisions of clause 19. Valuable items, items which can be easily removed, should be locked away out of the opening hours.

20. Liability, insurance, accident prevention

The EXHIBITOR is also solely responsible and liable for compliance with the GCP and SCP on behalf of persons employed and/or engaged by him at the EVENT.

ARPL shall bear liability only in cases of gross negligence and for damages due to loss of life, bodily injury or damage to health arising therefrom.

In all cases, however, ARPL is only liable for foreseeable and direct damages only up to a limit of INR 1,000,00 for each case of damage not for any consequential or remote damages. This liability limitation also applies to the conduct of ARPL's performing and vicarious agents.

The principal EXHIBITOR is also liable for any debts and negligence of his CO-EXHIBITORS and their employees or assistants as well as for his own debts and negligence and those of his employee's or contractors. Referring to this both, the principal EXHIBITOR and the CO-EXHIBITOR, shall be jointly and severally liable debtors of ARPL.

The principal EXHIBITOR/CO-EXHIBITOR or joint EXHIBITOR is liable for any damage to persons or objects caused by himself, his employees, his representatives or his exhibits and equipment. The EXHIBITOR is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. However ARPL is entitled to prohibit the use of or operation of machinery and/or equipment at its discretion.

21. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the EXHIBITOR. The EXHIBITOR hereby warrants that listed exhibits shall not contravene the intellectual property rights of any third party. Also, if ARPL is subject to any litigation or penalty for any such violation, the EXHIBITOR shall be liable to indemnify ARPL for the legal fees and any penalty imposed.

22. Site regulations, contraventions

EXHIBITORS agree to accept the site regulations during the EVENT in all parts of the exhibition center. The instructions of ARPL's employees, who possess official identity cards, must be complied with. Contraventions of the GCP and SCP- or instructions within the framework of the site regulations shall entitle ARPL, if such contraventions continue after warning, to immediate closure of the stand at the EXHIBITOR's own risk and expense and without claim to compensation.

23. Place of fulfilment and jurisdiction

This contract shall be governed in accordance with prevailing laws of the Republic of India. Any dispute arising hereof shall be subject to the jurisdiction of courts located in New Delhi. However ARPL is entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

24. Data protection

Personal data are collected, processed and used by ARPL and, if applicable, by service partners in accordance with the provisions of the Information and Technology Act, 2000 and other relevant data protection regulations in India for the purpose of providing support and information for customers and potential customers and for handling the services offered.

25. Consent to the use of data

The EXHIBITOR consents to the storage, processing and use of his data transferred with the application form (company name, address, telephone/fax number and e-mail address) by ARPL and, if applicable, by service partners for events and information purposes (advertising). This consent may be cancelled by notifying ARPL at any time without incurring additional costs other than the usual transmission costs at the basic rates.

26. Severability clause

If any provisions of these GCP are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

27. Dispute Resolution

Any question or difference which may arise concerning the meaning or effect of this contract or concerning the rights and liabilities of the Parties hereunder or any matter arising out of or in connection with this contract shall be referred to an Arbitration tribunal comprising of 3 arbitrators. ARPL and the EXHIBITOR shall appoint one arbitrator each and the two appointed arbitrators shall mutually appoint a third presiding arbitrator.

The Arbitration proceedings shall be conducted in accordance to the Arbitration and Conciliation Act, 1996, as applicable and the place of arbitration shall be New Delhi. The language of proceedings shall be English.

28. Entirety

GCP, SCP, the Exhibitor's Manual, the confirmation by ARPL and other instructions issued by ARPL from time to time shall together constitute one single agreement. However, the terms of SCP shall always have an over-riding effect.