

February 6 - 7, 2020

Bombay Exhibition Centre, Mumbai

Home & Personal Care Ingredients Exhibition & Conference India

www.hpcci-india.com

TERMS & CONDITIONS

Special Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "SCP")

As per January 2019

1. Contract Partner

ExpoNova Exhibitions and Conferences (I) Pvt. Ltd.
126-A, Dhuruwadi
AV Nagwekar Marg
Prabhadevi
Mumbai 400025
(hereinafter referred to as "EECPL")

EECPL acts either as the organizer or the co-organizer of the trade shows or exhibitions (hereinafter referred to as "EVENT") that are held within the Republic of India. Companies intending to participate in the EVENT are hereinafter referred to as "EXHIBITOR".

2. Contractual terms

The terms for participation in any EVENT consist of the General Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "GCP"), the SCP, the Exhibitor Manual provided by EECPL and all technical conditions notified to the EXHIBITOR before the EVENT begins.

However, if EECPL provides additional exhibition services through service partners, then the terms of business of the respective partner shall prevail over these SCP- in case of discrepancies.

3. Venue, duration, opening hours

The exact address of the venue, EVENT dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the EXHIBITOR in the Exhibitor Manual.

4. EXHIBITORS and approved exhibition goods

Eligible EXHIBITORS are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights and/or the extant intellectual property laws in India cannot be showcased at the EVENT.

5. Fees

The participation fees for the rental of Exhibition Space (stand rental fees) as stipulated in the application form are binding. Nonetheless, EECPL shall reserve the right to charge premium for prime locations, seek special surcharges for stands with open sides, etc in the nature of registration fees or in terms of charges per registered co-exhibiting company. In such cases, EECPL shall endeavour to specify such charges in the application form. EECPL also reserves the right to apply a minimum of net space to be ordered by each exhibiting company.

Participation Fees and other charges may be invoiced in INR or Foreign Exhibitor rates as may be applicable. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of exhibition venue.

6. Complete rental stand

For the trade shows EECPL can offer complete rental stands as specified in the application form. EECPL shall be responsible for assembling and dismantling these rental stands. However, the complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way by the Exhibitor, his agents and/or Contractors. The EXHIBITOR shall be liable for all damage done during the rental period and in the event of any damage, shall be accountable for the arising incidental costs. For avoidance of doubt, it is hereby clarified that any pictorial representation contained in the application form or the Exhibitor Manual are merely illustrative and EECPL shall make no warranty for the same.

7. Payment conditions

The Organizer shall issue an invoice, which shall be paid in full in the currency quoted on the invoice, without any deductions and without incurring any charges, and quoting the client number or invoice number, by the invoice due date at the very latest.
For all contracts signed in INR, invoices will be issued by EECPL

Payment terms: 50% within 15 days of invoice date and balance before 30th November 2019. Objections to the invoices shall only be considered if they are submitted within 14 days of the invoice issue date.

The organizers hereby would like to inform the exhibitor/ partners that EECPL does not authorize any person, any company to collect payment on their behalf. The only beneficiary for all the payments are "Exponova Exhibitions and Conferences (I) Pvt. Ltd. All payments have to be made to Exponova Exhibitions and Conferences (I) Pvt. Ltd."

While the organizers have taken necessary steps and precautions, however, in the light of increasing cyber frauds and threats, exhibitors must re-confirm the accounts details via a telephone call to Exponova Exhibitions and Conferences (I) Pvt. Ltd. before making the NEFT or wire Transfer. The organizers would not be responsible for any loss due to cyber fraud. Booth possession would be subject to clearance of all the dues.

8. Insurance

EXHIBITORS are obliged to arrange for distinct and adequate insurance coverage and arrangements for their exhibits as well as their staff and also third party liability. As an organizer, we do take adequate and distinct insurance coverage for the exhibition but it is mandatory for an exhibitor / exhibiting company to take insurance coverage on above-mentioned parameters.

9. Exhibitor Manual

EECPL shall provide to the EXHIBITOR an Exhibitor Manual with all technical, organisational and venue information, as well as, the order forms for both obligatory and optional services. The

Manual and the service forms may be provided in hard copy, electronic version or downloadable from the internet. It is to be noted that the Rules, regulations and deadlines mentioned in the Exhibitor Manual shall be binding for all EXHIBITORS.

10. Stand design

The EXHIBITOR shall be responsible for the stand equipment and its allied decoration.

The EXHIBITOR shall agree to erect, a minimum of 2.50 metres high stand with partition walls on all closed sides of the stand space and also to lay floor carpeting. The hall walls or backsides of neighbouring stands cannot be used as partition walls.

As a general guideline, any stand exceeding the height of 3.50 meters shall require the approval of EECPL. The maximum stand height has to be observed according to the specification of the venue. Any further details given in the Exhibitor Manual in this regard shall be binding.

If the rental exhibition stand is not used, a fascia, atleast 0.30 m high, must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other similar way. EECPL reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper. After the EVENT, wallpaper or other finishing material must be removed by the EXHIBITORS, otherwise EXHIBITORS will be charged with the incidental costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The EXHIBITOR shall be liable for damage done and will be charged with the costs. Please note that pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (tapes shall be equivalent to tesafix no. 4964).

Non-compliance with the above enumerated conditions may result in claims for damages by EECPL or the affected neighbouring EXHIBITORS.

11. Co-exhibitors

Co-exhibitors are companies who appear on the EXHIBITOR's stand and present their own products with their own personnel. All products of co-exhibitors must also fulfil the eligibility criteria contained in Clause 4 and be in line with the exhibition concept.

Co-exhibitors are only eligible if they fulfil the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the EXHIBITOR. Co-exhibitors will be fully listed in the official show directory only when full payment of co-exhibitors fees / catalogue registration fees has been paid in full. If a co-exhibitor fee / catalogue registration fee applies for the EVENT, EECPL will invoice these directly to the Exhibitor. EECPL reserves the right to limit the number of co-exhibitors per booked stand.

12. Represented companies

A company displaying products on a stand which was booked by another company and the same is not present with its personnel is called a represented company. The direct EXHIBITOR is obliged to notify EECPL of all company names and countries of represented companies on the stand. All products of represented companies must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Company details of represented company are not to be 'ful', listed in the show directory. However, EECPL reserves the right to limit the number of represented companies per booked stand.

13. Country entry regulations

All EXHIBITORS and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations prevailing in India. The refusal of entry or refusal of visa shall not constitute a reason for an extraordinary notice of cancellation. Cancellation shall be governed by clauses 7 and 9 of the GCP.

14. Exhibitor claims, written form, place of fulfilment, jurisdiction

All EXHIBITORS claims against EECPL must be made in writing and in accordance with the laws applicable in the Republic of India. The statutory period of limitation begins on the last day of the EVENT. Agreements that deviate from these or supplementary terms must be in writing.

Place of fulfilment and jurisdiction is New Delhi, India. However, EECPL reserves the right to bring its claims before the court of the place at which the EXHIBITOR has his place of business.

TERMS & CONDITIONS

General Conditions for Participation in Fairs & Exhibitions (hereinafter referred to as "GCP")

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

As per January 2019

1. Application

In order to take part at 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 ExpoNova Exhibitions and Conferences (I) Pvt.Ltd. (hereinafter referred to as "EECPL"), complete it accurately, sign it in legally effective manner and return it to EECPL. 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 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 EECPL 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 EECPL. The admission of EXHIBITORS and listed exhibits is in any case at the sole discretion of EECPL, especially, but not limited to, in accordance with the GCP and SCP and with the theme, aim and purpose of the EVENT. EECPL may also exclude such EXHIBITORS from admission that haven't fulfilled their financial obligations towards EECPL regarding any previous events. Reservations or conditions stipulated in the application shall be invalid and void without a specific written confirmation from EECPL.

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 provides for such a claim.

For materially justifiable reasons, especially, but not limited to, in the event of non-availability of sufficient stand space, EECPL 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. EECPL 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 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 EECPL in accordance with the theme and arrangement of the EVENT and shall be subject to the space being available. Siting 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. EECPL is entitled, if necessary, to alter the size, shape and position of the allotted space. EECPL 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 an modification in the stand rental, reimbursement of the additional cost shall be correspondingly.

EXHIBITORS may withdraw their application within two weeks of receipt of notification of such alteration; however neither party may claim any compensation or damages in this regard. Any alterations by EECPL 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 EECPL.

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 EECPL. 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 EECPL.

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 EECPL. Admission of one or more CO-EXHIBITORS is subject to a special fee. Responsibility for ensuring, that CO-EXHIBITORS fulfill 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 EECPL before the allotted space can be occupied. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. EECPL is entitled to exercise its right of lien and sell any distrained property on 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, EECPL 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 a flat-rate compensation for expenses incurred by EECPL 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 withdraw his application or cancel 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 can not be let to third parties, the EXHIBITOR is obliged to pay the full amount of the stand rental fee as set out in clause 6. EECPL 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 EECPL's receipt of the written notice.

8. Cancellation of admission

EECPL 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 EECPL 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 EECPL receives knowledge of reasons which would have justified exclusion if they had been disclosed earlier.
- The EXHIBITOR breaches EECPL's site regulations.
- The admission is based on false, misleading, untrue, incorrect or incomplete statements by the EXHIBITOR.

EECPL 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. EECPL 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 EECPL's receipt of the written notice.

10. Exclusion of exhibits

Items not included in the admission document cannot be exhibited. EECPL has the right to demand to remove exhibits that are not approved in the admission document and also such exhibits, that or prove to be dangerous, a 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 EECPL 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), EECPL 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. EECPL 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 EECPL 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 EECPL, 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 EECPL 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 EECPL. Though the claim to stand rental shall be suspended, but EECPL 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.

Should EECPL be in a position to carry out the EVENT at a later date, it is likewise required to notify the EXHIBITORS to this effect without delay. EXHIBITORS are entitled to cancel their participation in the EVENT at the new time within two weeks of receiving such notification, in which case they are

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entitled to refund or cancellation of the stand rental already paid. In case EECPL is compelled to curtail or cancel an EVENT for reasons of force majeure or other circumstances beyond its control after it has commenced, the EXHIBITOR shall have no claim to any refund or cancellation of the stand rental.

13. 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.

14. 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 EECPL. Advertising outside the stand space rented by the EXHIBITOR is only possible as part of the advertising and sponsoring measures offered by EECPL. Advertising of a political nature is forbidden. EECPL shall be entitled to prohibit and remove advertising that does not comply with this clause at the expense of the EXHIBITOR.

15. Photographs, drawings, films

EECPL 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 EECPL, whether directly for the benefit of EECPL or not. For photographs of stands against payment, EXHIBITORS shall solely employ photographers with relevant permission authorized by EECPL. 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.

16. 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.

17. Cleaning

EECPL is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of EXHIBITORS and must be completed daily before the opening of the EVENT. EXHIBITORS have to use the service contractor engaged by EECPL for stand cleaning as per costs mentioned in the Exhibitor's Manual.

18. Supervision

EECPL will arrange general supervision in the exhibition center. This shall not affect the liability provisions of clause 19. EXHIBITORS are strongly recommended to make their own arrangements for the security of their stands and exhibition items and to effectuate appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the EXHIBITOR's own expense by using the service contractor engaged by EECPL.

19. 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.

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 employees or contractors. Referring to this both, the principal EXHIBITOR and the CO-EXHIBITOR, shall be jointly and severally liable debtors of EECPL.

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 lit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. However EECPL is entitled to prohibit the use of or operation of machinery and/or equipment at its discretion.

20. 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 EECPL is subject to any litigation or penalty for any such violation, the EXHIBITOR shall be liable to indemnify EECPL for the legal fees and any penalty imposed.

21. Site regulations, contraventions

EXHIBITORS agree to accept the site regulations during the EVENT in all parts of the exhibition center. The instructions of EECPL'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 EECPL, 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.

22. 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 EECPL is entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

23. Data protection

Personal data are collected, processed and used by EECPL 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.

24. 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 EECPL and, if applicable, by service partners for events and information purposes (advertising). This consent may be cancelled by notifying EECPL at any time without incurring additional costs other than the usual transmission costs at the basic rates.

25. 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.

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

27. Entirety

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