



April 4 - 6, 2012



### 1.1 SPACE APPLICATION FORM

KoelnmessePte Ltd  
Ms Wendy Lim  
152 Beach Road, #25-05 Gateway East, Singapore 189 721  
FAX: +65 62948403

#### We wish to participate in Wine & Gourmet Japan 2012:

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code / City \_\_\_\_\_ Country: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Homepage: \_\_\_\_\_

#### Space Requirement (below prices exclude 5% consumption tax in Japan)

- Space only (min. 18 sqm) **EUR215 / sqm** Size requested: sqm\_\_\_\_\_
- Space with Shell Scheme Service Size requested: sqm\_\_\_\_\_
  - Standard Shell Scheme Package (min. 9 sqm) **EUR265 / sqm**
  - Premium Shell Scheme Package (min. 9sqm) **EUR315 / sqm**
  - Wine Shell Scheme Package (min. 9 sqm) **EUR 360 / sqm**

We request for stand N° \_\_\_\_\_ in hall N° \_\_\_\_\_. Requesting a special position is without any obligation.

The floor plan is subject to alteration. Services included are listed in the conditions of participation.

#### We would like to exhibit in the following Main Product Categories (please tick appropriate box)

- |  |   |
|--|---|
| <p><b>1 Gourmet Food</b></p> <p><input type="checkbox"/> 1.1 Canned &amp; Processed Foods</p> <p><input type="checkbox"/> 1.2 Dairy Products</p> <p><input type="checkbox"/> 1.3 Fine Baked Goods</p> <p><input type="checkbox"/> 1.4 Fine Food Specialty Goods</p> <p><input type="checkbox"/> 1.5 Food Ingredients</p> <p><input type="checkbox"/> 1.6 Fresh Produce</p> <p><input type="checkbox"/> 1.7 Frozen &amp; Chilled Foods</p> <p><input type="checkbox"/> 1.8 Gourmet Foods</p> <p><input type="checkbox"/> 1.9 Meat &amp; Poultry</p> <p><input type="checkbox"/> 1.10 Seafood</p> <p><b>2 Sweets &amp; Confectionery</b></p> <p><input type="checkbox"/> 2.1 Gourmet Chocolate</p> <p><input type="checkbox"/> 2.2 Snack Food</p> <p><input type="checkbox"/> 2.3 Sweets &amp; Confectionery</p> | <p><b>3 Alcoholic &amp; Non-alcoholic Drink</b></p> <p><input type="checkbox"/> 3.1 Non-alcoholic Drinks (Including tea and coffee)</p> <p><input type="checkbox"/> 3.2 Wine</p> <p><input type="checkbox"/> 3.3 Beer</p> <p><input type="checkbox"/> 3.4 Spirits &amp; Shochu</p> <p><input type="checkbox"/> 3.5 Sake</p> <p><b>4 Food Technology &amp; Service</b></p> <p><input type="checkbox"/> 4.1 Wine accessories</p> <p><input type="checkbox"/> 4.2 Hotel &amp; Gastronomic Supplies and Services</p> <p><input type="checkbox"/> 4.3 Catering and Hospitality Technology Supplies and Services</p> <p><input type="checkbox"/> 4.4 Associations, Trade press &amp; other services</p> <p><b>5 Others</b></p> <p><input type="checkbox"/> 5.1 Associations, Trade press &amp; other services</p> |
|--|---|

In returning this space application the exhibitor agrees to abide to all points of the enclosed Conditions of Participation of KoelnmesseCo Ltd

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Company Stamp and Legally Binding Signature



April 4 – 6, 2012



**1.2 REGISTRATION FOR CO-EXHIBITORS/ADDITIONALLY REPRESENTED COMPANIES\***

KoelnmessePte Ltd  
MsWendy Lim  
152 Beach Road, #25-05 Gateway East, Singapore 189 721  
FAX: +65 62948403

**Company Name of Main Exhibitor** \_\_\_\_\_ **Booth Number** \_\_\_\_\_

(If you have more than 1 co-exhibitor at your stand, please make copies of this form and send this to Koelnmesse.)

**We will be co-exhibiting on the stand of the exhibitor mentioned above (please fill in for registration):**

**Please select the appropriate option(s) listed below:**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code / City \_\_\_\_\_ Country: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Tel.: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Homepage: \_\_\_\_\_

**Please select the appropriate option(s) listed below:**

1. Co-exhibitor of Main Exhibitor       2. Trade Representative / Agent       3. Distributor

**\* Explanation of "co-exhibitors/additionally represented companies":**

- 1. **Co-exhibitors** are companies with their own products **and** their own personnel that use the stand area of the main exhibitor. Companies within country groups and subsidiaries count as co-exhibitors.
- 2. **Additionally represented parent companies / subsidiaries** that are also showcased by the main exhibitor
- 3. **Additionally represented brands / companies** by Agents / Distributors that are also showcased by the main exhibitor.

**In returning this space application the exhibitor agrees to abide to all points of the enclosed Conditions of Participation of KoelnmesseCo Ltd**

\_\_\_\_\_  
Name and Title of Signatory

\_\_\_\_\_  
Company Stamp and Legally Binding Signature



April4 - 6, 2012



### 1.3 SHELL SCHEME SPECIFICATIONS

#### A) Equipment Standard Shell Scheme

	9sqm	18sqm	27sqm
Carpet	As per stand space	As per stand space	As per stand space
White System Wall Elements (2.5mH)	As per stand space on all closed sides	As per stand space on all closed sides	As per stand space on all closed sides
Fascia Board with Japanese and English Company Name and Booth Number	On all open sides	On all open sides	On all open sides
Information Counter (900mmW x 450mmD x 930mmH)	0	1	2
White Round Table (650mmH, 750mm Diameter)	0	1	2
Information Counter Chair	0	1	2
Discussion Chair	0	3	6
Flat Shelves	0	3	6
Waste Paper Basket	0	1	2

#### B) Equipment Premium Scheme

	9sqm	18sqm	27sqm
Carpet	As per stand space	As per stand space	As per stand space
White System Wall Elements(2.5mH)	As per stand space on all closed sides	As per stand space on all closed sides	As per stand space on all closed sides
Fascia Board with Japanese and English Company Name and Booth	On all open sides	On all open sides	On all open sides
Information Counter (900mmW x 450mmD x 930mmH)	1	1	1
Lockable Cabinet (990mmW x 495mmD x 900mmH)	0	1	1
White Round Table (650mmH, 750mm Diameter)	1	2	3
Flat Shelves (985mmW x 300mmD)	3	6	9
Information Counter Chair	1	1	1
Discussion Chair	3	6	9
Brochure Stand	0	1	2
Waste Paper Basket	1	2	3
100W Spotlight	3	6	9
100V/700W Single Phase Socket	1	2	3

C) Equipment Wine Booth Scheme

	9sqm	18sqm	27sqm
Carpet	As per stand space	As per stand space	As per stand space
Brown System Wall Elements(2.5mH)	As per stand space on all closed sides	As per stand space on all closed sides	As per stand space on all closed sides
Fascia Board with Japanese and English Company Name and Booth	On all open sides	On all open sides	On all open sides
Information Counter (900mmW x 450mmD x 930mmH)	1	2	3
Round Table (650mmH, 750mm Diameter)	1	2	3
Flat Shelves (985mmW x 300mmD)	3	6	9
Information Counter Chair	1	2	3
Discussion Chair	3	6	9
Folding Wine Rack	1	2	3
Glass Cabinet	1	2	3
Wine Kit (Spitton, 4 x 1Kg ice pack)	1	2	3
Waste Paper Basket	1	2	3
100W Spotlight	3	6	9
100V/700W Single Phase Socket	1	2	3



Standard Shell Scheme – 9 SQM



Standard Shell Scheme – 18 SQM



Premium Scheme – 9 SQM



Wine Booth Scheme – 9 SQM

Booth facilities listed above are subject to change at the discretion of the Organizers without prior notice. If exhibitors do not want any item in the standard booth package, they must accept that the cost of the package will not change and there will be no compensation by other equipment. Additional furniture and electrical items can be rented from the Official Stand Contractor. Please place your order by completing the respective forms in the Exhibitor Service Manual and returning these by the stipulated deadlines.



WINE & GOURMET JAPAN2012  
Wine & Gourmet Japan 2012  
Tokyo Big Sight, Tokyo, Japan  
Wednesday 04 to Friday 06 April, 2012

## Conditions of Participation Special Section A

### 1

**The fair**  
**The organizers**  
**The venue**  
**The dates**

#### (a)

The Wine & Gourmet Japan2012 is being organised by

**KoelnmesseCo Ltd**  
7F 2-20-6 Azabu-juban, Minato-ku,  
Tokyo, JAPAN 106-0045

- hereinafter referred to as the organiser.

#### (b)

The exhibition is being held from **Wednesday 04 to Friday 06 April, 2012** at Tokyo Big Sight, Tokyo, Japan.

#### (c)

The exhibition is open to exhibitors on 04<sup>th</sup> to 06<sup>th</sup> from 08:00 a.m. to 6:00 p.m.  
The exhibition is open to visitors on 04<sup>th</sup> to 06<sup>th</sup> from 10.00 a.m. to 5.00 p.m.

#### (d)

The period for setting up is from Monday 02<sup>nd</sup> to Tuesday 03<sup>rd</sup> April, 2012, daily from 8.00 a.m. to 6.00 p.m. The period for dismantling is on Friday 6<sup>th</sup> April, 2012, from 5:00 to 10.00 p.m.

### 2

#### Eligibility to take part

#### (a)

Exhibitors should be manufacturers of goods that are included in the nomenclature of the exhibition (cf. No. 1 "Space Application Form") and if they are produced by the exhibitor at his own manufacturing plant or are offered as parts or accessories thereof.

#### (b)

Admission is also open to exhibitors displaying items which, in accordance with the list of goods are in keeping with the overall theme of the event and which the exhibitor has had manufactured under his own name, provided that the items in question are aimed at retailers and other marketing agents.

#### (c)

You can as well take part as a servicing company with your own products if your service activity is mentioned corresponding to the correct group of the list of goods (cf. No. 1 "Space Application Form").

#### (d)

The organiser will decide upon the acceptance of firms or products.

### 3

#### Participation costs

Your participation will entail the following costs:

#### (a)

##### Stand costs

##### aa)

In the halls per square metre excluding stand construction, excluding provision of stand partition walls (minimum size 18 sq.m.) 215,-- EUR  
The construction of the stand shall be obligated to the exhibitor.

**The stand costs for space only include** the rent for the exhibition space for the entire duration of the event including the build up and dismantling periods, a specific number of exhibitor badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning on the stand, general surveillance of the halls and cleaning of the aisles; consulting on organisational matters by KoelnmesseCo Ltd employees, catalogue entry according to Item 7.

The stand costs do not include the installation of electrical connections, electricity consumption, compressed air, and the installation of water connections on the stand.

Double-storey stands are applicable for contracted ground area of 60 sqm and above (to be considered on a case-by-case basis). The rental rates for the contracted floor area at the upper tier shall be one third (1/3) that of the lower tier. That is, the rental rate for the upper tier floor area is EUR 72

##### ab)

In the halls per square metre with standard shell scheme construction (minimum size 9 sq.m.) 265,--EUR

##### ac)

In the halls per square metre with premium shell scheme construction (minimum size 9sq.m.) 315,-- EUR

##### ad)

In the halls per square metre with wine shell scheme construction (minimum size 9sq.m.) 360,-- EUR

**The stand costs for the shell scheme construction include** the rent for the exhibition space for the entire duration of the event including the build up and dismantling periods, a specific number of exhibitor badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning, general surveillance of the halls and cleaning of the aisles; consulting on organisational matters by KoelnmesseCo Ltd employees, catalogue entry according to Item 7.

General setting up and dismantling of the stand, incl. all additional costs consisting of:

- Laying carpet over the entire booth area
- Booth partition walls (rear and side walls) as per stand space
- Fascia board with Company Name
- Booth furniture per booth: as specified in Form 1.3 "Shell Scheme Specification"

The stand costs do not include the installation and use of compressed air, use of electricity and water connections on the stand.

### 4

#### Fitting and arrangement of the stands

#### (a)

Please take into account that where necessary hall pillars and other permanent construction features are contained in the rented stand spaces, the participation fee is calculated on the basis of the exact measurements of the standspace allocated.

#### (b)

Stand construction will only then commence if the exhibitor orders standard stand construction.

#### (c)

Any planned structure exceeding 2.70 metre must be approved in advance by KoelnmesseCo Ltd and the hall proprietor in writing. The stand must be constructed to comply with the dimension of the space allocated. Plans for non-standard structures or designs for stands with meeting rooms or where technical calculations are required, as well as plans for technical fittings should be submitted to KoelnmesseCo Ltd and the hall proprietor in duplicate for perusal not later than 8 weeks prior to the beginning of the event.

In the event of these plans having to be scrutinised by the proprietor of the halls, KoelnmesseCo Ltd shall assume responsibility for forwarding them as commissioned by and for the account of the exhibitor and shall notify the exhibitor of the outcome. KoelnmesseCo Ltd will not release the exhibitions space in question for construction work until the results of the inspection have been received.

Any other fitting and arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitions company's name must be clearly visible on each stand.

## 5

### Exhibitors badges and badges for stand construction personnel

#### (a)

As an exhibitor you will receive....

Size of booth	Quantity of badges (max.)
9to 15 sqm	6 badges
18 to 24 sqm	12 badges
27 to 30 sqm	18 badges
36 to 72 sqm	20 badges
Above 72 sqm	50 badges

The badges will be valid from the first day of the setting up until the last day of the dismantling of the stand.

Used exhibitor badges, i.e. those with the names of stand personnel printed on them, may be exchanged once for new cards free of charge in case the stand personnel will be replaced during the exhibition. The new badges can be obtained at the exhibitors' service office.

#### (b)

All on site personnel of individual stand contractors for raw space exhibitors are required to apply contractor passes for move-in and move-out period. For security reasons, all workmen onsite must wear contractor passes for identification purposes.

These passes are only valid up to the beginning and after the end of the exhibition. They do not entitle the holder to enter the complex during the exhibition.

## 6

### Rules of Sale

#### Sales Restrictions

#### Penalties

#### (a)

In view of the special trade character of Wine & Gourmet Japan2012

(1) It is not permissible to openly mark prices on exhibited products

(2) It is not permissible to offer, sell or otherwise transfer articles which are related to the theme of this fair (cf. No. 1 "Space Application Form") to the final consumer.

Such transactions are prohibited throughout the entire fair, including the initial set-up and the final dismantling phases.

#### (b)

In view of these special trade character and prestige of Wine & Gourmet Japan2012 and rules governing equality of opportunity, it is essential that the regulations stated in subsection 6a are observed strictly and without exception.

#### (c)

KoelnmesseCo Ltd has the right to

(1) immediately close the stand of an exhibitor who violates (has violated) the sales restriction stated in subsection 6a. The stand will be closed while Wine & Gourmet Japan2012 will still be in progress and without a court order. The exhibitor in question is responsible for any costs or consequences resulting from the stand closure and/or

(2) KoelnmesseCo Ltd has the right to deny admission to any exhibitor who has violated the sales restriction in subsection 6a. Compensation or claims for reimbursement by the exhibitor are ruled out in the case of the afore-mentioned measures.

## 7

### Catalogue

The KoelnmesseCo Ltd issues for their fairs and exhibitions a catalogue which includes an alphabetical list of firms, a list of goods and advertisements. This makes the catalogue an important and up-to-date source of reference for all interested persons and also gives it added value after the fair.

The space application includes free entry in the Trade Fair Directory, including name and address of exhibitor, executive, telephone and fax . The reproduction of logos and texts as well as advertisements are offered separately in the Exhibitor Manual and are subject to an extra charge.

All entries in the catalogue must be submitted to KoelnmesseCo Ltd or to the company commissioned by KoelnmesseCo Ltd 8 weeks prior to the first day of the event. The organizer of the fair reserve the right to commission a third company with the production of the catalogue.

KoelnmesseCo Ltd does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing. The advertiser shall be responsible for the subject matter of advertisements and entries and for any omission or mistake resulting from them.

## 8

### Verbal agreements

Any verbal agreements, individual permissions and exceptions outside the framework of these contract are not valid until confirmed in writing by KoelnmesseCo Ltd.

## 9

### Exhibitor Manual

After signing the Space Application Form and the formal admission of the exhibitor by the organiser, the exhibitor will receive the Exhibitor Manual. In this manual the exhibitor can order the different free-of-charge and chargeable services (such as e.g. additional furniture, additional stand cleaning, extra stand security, etc.) that the organiser offers.

## 10

### General Conditions of Participation

We would like to draw your attention to the provisions contained in the General

All legal relationships between you and the organizer are subject exclusively to the laws of Singapore and shall be subject to the exclusive jurisdiction of its courts and the text of these Conditions of Participation. The house rules and the regulations set down in the Special Section of the Conditions of Participation form part of the contract.

## General Conditions of Participation for Trade Fairs outside Germany

### I. Application

1 The regulations stipulated in the Special Conditions of Participation shall prevail over the regulations stipulated in these General Conditions of Participation should there be a conflict between the regulations stipulated in the Special Conditions of Participation and the regulations stipulated in these General Conditions of Participation. The house rules, the technical specifications and the regulations stipulated in the Special Conditions of Participation constitute also a part of the contract.

2 The application shall constitute a legally binding offer of the exhibitor to conclude a contract from the date the organizer receives the application, irrespective of acceptance; the application cannot be appended with conditions or reservations.

### II. Acceptance / Transfer of Stand Space / Contractual Obligation

1 The organizer shall accept the application in accordance with the Conditions of Participation, which apply to all participants (acceptance).

2 The acceptance is subject to the organizer's discretion. If the number of application forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition space, the organizer shall have the right to make a discretionary decision regarding the admission of applicants to the exhibition.

3 The exhibitor may be disqualified from admission to the exhibition, if the exhibitor failed in the past to fulfil his financial obligations vis-à-vis the organizer at any time, or if he failed to fulfil such financial obligations within the prescribed period of time.

4 The legally binding contract shall be concluded upon written notification of acceptance. Should the content of the acceptance differ from that of the application (registration), the contract shall be concluded under the terms of the acceptance – even if the acceptance differs from the application – unless the applicant objects in writing within 2 weeks after receipt of the acceptance. At the beginning of the period, the organizer has to particularly point the exhibitor to the right to object and the consequences of the non-objection in writing. The same shall apply, if it is necessary to postpone the event or to transfer the venue of the event, provided that the change can be regarded to be reasonable; in this case, the corresponding notification of change from the organizer shall supersede the admission.

5 The acceptance only applies to the respective event, the company or corporation applying, its products and services. Products, which do not conform to the list of permitted goods, must not be exhibited at the trade fair.

6 The organizer allocates stand space in accordance with the exhibits being registered to belong to a certain topic or theme within the exhibition.

7 There is no legal entitlement for the allocation of stand space in a certain hall or in a certain hall area. If deemed necessary by the organizer, the organizer is entitled to subsequently allocate the stand space other than stated in the acceptance, to change the size and dimensions of the stand space, to relocate or close entrances or exits from and to the stand and to undertake structural changes in the exhibition halls without legal claims against the organizer, provided there is substantial cause for doing so. In the event of a reduction in stand space size, the exhibitor will be credited with the prorated difference arising from the correspondingly lower space cost. The exhibitor will be notified without undue delay, if the stand space becomes unavailable due to reasons, which are beyond the organizer's control. In this case, the exhibitor will be entitled to a reimbursement of the participation fee. Any further claims for damages, exceeding the aforementioned reimbursement, shall be expressly excluded.

8 Any complaints by the exhibitor must be submitted in writing without undue delay but at the latest while the event is in progress; the organizer cannot consider complaints at a later date.

9 Furthermore, the organizer shall have the right to rescind the contract for a substantial cause. Such a substantial cause shall be constituted, in particular, if an admissible application for opening insolvency proceedings against the exhibitor's assets has been made or such an application has been dismissed due to lack of funds. The exhibitor must inform the organizer of such circumstances without undue delay.

10 The organizer is entitled to rescind the contract, if the event utilization falls below 50 % of the rental stand space. In this case the organizer is not liable for any damages or losses but has to refund already paid fees or downpayments.

11 After the binding registration and the consequent acceptance, release from the contractual relationship is not possible without the organizer's consent.

12 The organizer may agree to the request for release from the contract only in exceptional cases, e.g. if the stand space in question can be rented to another exhibitor. In this case, the organizer is entitled to demand liquidated damages in the amount of 25% of the participation fee without providing any proof. The exhibitor shall have the right to prove that a damage or loss has not been incurred or that the quantum of damage or loss incurred is considerably less. In addition to the liquidated damages, the exhibitor is liable for catalogue fees and other costs and expenses, which in particular, have been incurred as a result of a claim by a third party. The occupancy of stand space by an already accepted and allotted participant by means of a stand exchange does not constitute a mitigating form of stand area rental.

13 Should the exhibitor fail to assume the stand space allotted to him at the beginning of the construction period, the organizer will demand the exhibitor to assume the stand space by setting a reasonable timeframe.

14 Should the timeframe set in accordance with II 13 fruitless expire, the organizer shall have the right to rescind the contract and to assert a claim for damages due to non-performance.

15 The following cases will fall solely within the exhibitor's scope of risk:  
a) the products, which have been stipulated for the presentation, cannot be introduced at the venue of the event due to legal requirements prevailing there or due to other reasons, or  
b) such products do not arrive in time, do not arrive undamaged or do not arrive at the venue of the event at all – e.g. as a result of any loss, delay in transport or customs, etc. – or  
c) the journey, the journey of the exhibitor's employees or the exhibitor's stand or installation personnel is delayed or becomes impossible. The exhibitor will in all these cases remain under the obligation to pay all the contractual charges and fees agreed upon.

16 After the exhibition has ended the exhibitor is obliged to leave and return the allotted stand space in a condition that equals the condition when the exhibitor took over the stand space. The timeframe in which the exhibitor has to leave shall be determined by the organizer in the Special Terms of Participation. Should the exhibitor fail to comply with this obligation to vacate in time, the organizer is entitled to remove the exhibitor's belongings from the exhibition place on the exhibitor's expense. Furthermore the organizer shall have the right to sell the exhibitor's belongings and to set off claims against him.

### III. Construction and Arrangement of Stands

- 1 All stand constructions and stand designs must comply with statutory safety regulations, and comply with the specified requirements stipulated in the Special Conditions of Participation.
- 2 All stand construction service providers must have a special permit from the organizer in order to construct the trade fair stands in the exhibition halls. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., may be ordered exclusively through the organizer by means of special order forms and against a separate charge, whereas the charges shall be in accordance with the usual charges being market price at the place of venue.
- 3 For the duration of the event the stands must display the exhibits and be staffed by personnel as stated in the acceptance.
- 4 The organizer is entitled to demand the removal of exhibits from the stand, which could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk due to their odor, noise, other emissions or appearance. Furthermore, the exhibitor will be responsible for ensuring compliance with all statutory provisions of the host country. In case of non-compliance, the organizer shall also have the right to demand the removal of exhibited articles or the forbearance of a certain activity. Should the exhibitor fail to comply with this demand without undue delay, the organizer is entitled to have the exhibits in question removed at the exhibitor's expense and risk and to close the exhibitor's stand, without any claims for loss or damages against the organizer.
- 5 The exhibitor is obliged to co-ordinate the construction and design measures for his stand with the organizer in advance. The organizer has to notify the exhibitor about any requested amendments or alterations as early as possible. Furthermore, the exhibitor is obliged to inquire about the relevant statutory regulations, laws etc. or building regulations on his own initiative. Should the exhibitor violate those regulations, the organizer is entitled to vacate or alter the stand on the exhibitor's expense. The organizer does not assume liability for any information provided by him.

### IV. Participation Fee and Other Costs / Terms of Payment

- 1 The amount of the participation fee, the down payment as well as the flat-rate cost of energy will be calculated according to the rates specified in the Special Conditions for Participation. The invoicing amount will be calculated on the basis of the total stand floor space as allocated and will not exclude any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings.
- 2 After the exhibitor's admission, the exhibitor will receive an invoice for the participation fee and other costs and possibly a registration fee invoice. The invoice less the down payment must be paid not later than 10 weeks before the commencement date of the event. The aforesaid invoice amount is to be paid in full without any deductions. Invoices being issued less than 10 weeks prior to the commencement date are due immediately.
- 3 The organizer is entitled to request a down payment whereas the due date of such down payment is stipulated in the Special Conditions of Participation or the down payment invoice. The rates contractually agreed upon (in the acceptance) are net fixed rates plus legally applicable taxes.
- 4 The organizer shall have the right to increase the rates by the amount of the corresponding cost increment in the event of any increase in its own prime cost, particularly as a result of higher production, purchasing and labour costs as well as higher fees, taxes and other fiscal charges imposed at the venue of the event. Should the increment exceed 10 % of the rates being published by the Organizer in the application forms the Organizer grants the exhibitor the right to terminate the contract within 10 working days from the date of the receipt of such an increment notice.
- 5 The payment of all invoices on or before the due date shall be a prerequisite for the occupation of the stand space.

6 Failure to conduct payment in time will result in interest charges amounting to 6% per annum. Should the damages incurred by the organizer exceed this interest amount, he shall be entitled to these additional damages. The claim for compensation will cease or be reduced, if the exhibitor may prove that the organizer has incurred substantially less or no damages as a result of the payment default.

7 Should settlement of the invoice not be effected within the deadline (due date), the organizer is entitled to terminate the contract.

8 As a security for all claims the organizer might have against the exhibitor, the organizer has a pledge on all movable objects belonging to the exhibitor on the stand area.

9 Any services that the organizer has provided will be invoiced either in EUR, in USD or in another currency to be determined by the organizer at the organizer's discretion. The exhibitor is obliged to pay the amount and currency stipulated on the invoice ("billing currency"). Should the organizer, as a courtesy, accept settlement of the invoice in a currency other than the billing currency, such payment must be calculated based on the conversion on the official buying rate of the billing currency on the date of payment. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are at the exhibitor's expense.

10 Any complaints relating to the invoice must be made in writing, without undue delay, at the latest 2 weeks after receipt; complaints submitted at a later date cannot be considered.

11 Any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings in the stand space do not entitle the respective exhibitor to any reduction in the participation or other costs.

12 The organizer shall also be entitled to the payment of the full amount, should the exhibitor fail to fulfil any of his contractual obligations. This does not affect further claims for damages. Should the organizer fail to fully or partially fulfil his contractual obligation, the exhibitor is entitled to a proportional reimbursement of any payments already made by the exhibitor. Exceeding claims are excluded in accordance with section VII.

13 In the event of counter claims being made against those claims arising from the contract, the exhibitor may only set off or assert his right of retention in as far as these claims are undisputed or have been awarded by an enforceable judgement.

14 Should an invoice upon request of the exhibitor be sent to a third party, this does not constitute any waiver of claims or obligations of the exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.

15 All payments being due to the organizer must be made in full without deductions, whereas bank charges, currency exchange fees etc. have to be borne by the exhibitor or debtor.

### V. Co-exhibitors, Additional, Group and Joint Stands

1 Stand spaces shall be rented out only as a whole unit and only to one contracting party. The exhibitor is not permitted to relocate, exchange, share, or in any other way make the stand space allocated to him completely or partially accessible to third parties, without the prior consent of the organizer.

2 Use of the stand area by another company with its own products and own staff (co-exhibitor) requires a special application for admission and the consequent approval by the organizer. This also applies to companies for which one of the requirements mentioned (own products or own staff) is not fulfilled (additionally represented company). Companies, which are members of a corporate group as well as subsidiaries, are considered to be co-exhibitors. The organizer reserves the right to demand an additional participation charge and other costs for the admission of co-exhibitors/additionally represented companies. Such charges and costs will be invoiced to the exhibitor.

3 Co-exhibitors and additionally represented companies are accepted only under the conditions stipulated in section II of these General Conditions of

Participation; these Co-exhibitors and additionally represented companies are equally subject to the Conditions of Participation as they apply to exhibitors.

**4** Should an exhibitor accommodate a co-exhibitor or an additionally represented company without the express permission of the organizer, this shall entitle the organizer to immediate termination of the entire contract and to have the stand space vacated at the exhibitor's risk and expense.

**5** After the acceptance has been received, the contractual relationship remains exclusively between the organizer and the exhibitor, who is liable for his and the co-exhibitor's and the additionally represented company's non-performance, breach of contract etc.

**6** Should several exhibitors wish to participate at the event together on one stand, the General and Special Conditions of Participation are binding for each exhibitor. In addition, they are obliged to name a contact person in their application, jointly appointed as an authorized representative. Moreover, the conditions stated in section IV apply analogously. In the event of permitted joint use of the stand space, all exhibitors are liable to the organizers for payment of the participation and other costs and the fulfilment of other obligations – regardless on which legal grounds – as co-debtors.

## VI. Domestic Authority

**1** The organizer has the right to establish rules of the house for every event. These rules come into force after their publication at the place of the event. The rules of the house become part of the contract. There is no obligation to hand out these rules of the house to each exhibitor and the exhibitors have to inform themselves about the content of the rules of the house.

**2** The organizer shall exercise domestic authority throughout the exhibition area. The organizer is entitled to have exhibits removed from stands if their display contravenes statutory laws, is offensive or do not comply with the list of permitted goods.

**3** The promotion of political and ideological contents is prohibited. In the event of serious offences against these Conditions of Participation, the organizer is entitled to close the stand or have it vacated.

## VII. Warranty / Liability / Insurance

**1** The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects, which are the property of the stand personnel. Any liability for damages and losses is expressly excluded, if it is impossible to underwrite the risks. This does not affect the liability incurred by wilful acts or grossly negligent misconduct. This exclusion of liability is not affected by security measures of the organizer.

**2** Within the scope of liability, the statutory regulations concerning the burden of proof shall continue to apply; they will not be affected by this clause except in cases concerning liquidated damages.

**3** It is recommended to conclude an exhibition insurance policy, which can be obtained via the Exhibitor Service Manual. In addition the exhibitor may order special security measures by applying so with the corresponding form in the Exhibitor Service Manual.

**4** The exhibitor is liable to the organizer for any damage inflicted on the organizer, provided that such damage is attributable to the exhibitor's culpable (wilful action or negligence) action or the culpable action of the exhibitor's personnel, the exhibitor's employees or any third party which the exhibitor has appointed or any other third parties, whose services the exhibitor is using for the purpose of fulfilling his obligations.

**5** Instead of proving the quantum of an incurred damage, the organizer shall be entitled to demand liquidated damages in the amount of 25 % of the participation fee (including rent and additional services) without providing any proof. However, in this case the exhibitor shall have the right to prove that a damage or loss has not been incurred or that the quantum of the damage or loss incurred is less than the liquidated damage. The

organizer may choose to claim damages exceeding the amount of 25 % of the participation fee if the organizer can prove such higher damage.

**6** The exhibitor is obliged to strictly comply with the Technical Guidelines, which will be handed over to the exhibitor by the organizer, as well as with the information from the organizer's circular letters with regard to questions on the preparation and implementation of the event. The exhibitor is furthermore obliged to inform himself about legal requirements and necessary permits and to obtain the same.

**7** The organizer may request from the exhibitor to obtain an insurance to cover certain risks, which have been specifically addressed to the exhibitor.

**8** In the event of any claims regarding fatal injuries, bodily or health injuries, the organizer shall be liable for damages caused intentionally or by gross negligence in accordance with statutory obligations. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer.

**9** The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. However, all claims shall be restricted to the payment of typical, foreseeable damages. Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall include only those contractual obligations, which are indispensable to the execution of the contract. This applies to all claims, which could arise as a result of, and in connection with, this contract. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone, shorten or extend the event as the result of a force majeure, or for other reasons beyond his control, the exhibitor is not entitled to any claims, in particular, not to claims for damages or losses against the organizer.

**10** The responsibility of the event organizer is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation. If a contract provides for the procurement of certain items, the organizer does not assume the risk of procurement, unless expressly agreed otherwise in individual cases.

**11** The warranty period for deliveries of new items is 1 year if there is no shorter statutory warranty period applicable. For second hand articles, any liability based on warranty is excluded. There is no warranty or liability for normal wear and tear, force majeure, faulty or negligent handling, excessive demands or failure to comply with statutory provisions or operating instructions.

**12** The exhibitor shall be liable and bear the risk for all damages incurred during transportation to and from the exhibition venue including all damages incurred during transportation within the exhibition building.

## VIII. Period of Limitation

Any claims of the exhibitor, which may be asserted against the organizer and which may arise from the contractual relationship, as well as all other claims relating thereto, shall become time-barred after one year, unless a shorter statutory limitation period applies or the liability of the organizer results from an intentional action. The longer statutory limitation period for tortious claims, fraudulent intent and culpable impossibility of performance shall remain unaffected. The limitation period shall commence at the close of the month, in which the closing date of the event falls.

## IX. Reservations / Final Provisions

**1** The exhibitor is solely responsible for compliance with all the laws, guidelines, and other regulations being applicable at the place of venue of the event, even if the contents of the organizer's conditions for participation deviate from such regulations. The exhibitor must inquire about the relevant regulations prevailing at the venue of the event promptly and comprehensively, and thereby obtain the required

information. The organizer will not assume any liability for damages and other losses, which might result from any non-compliance with this obligation.

**2** The organizer shall have the right to postpone, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, as well as individually or collectively, if such an action is required due to unforeseen events such as force majeure, natural disasters, wars, disturbances, strikes, breakdown or obstruction of traffic and communication. In the event of any postponement, shortening, extension or termination, the exhibitor shall not be entitled to the payment of any resulting damages, which the exhibitor may suffer. The exhibitor shall have the right to rescind the contract, if he loses interest in participating because of such an action and if the exhibitor consequently waives the reservation for the stand space allotted to him. Upon full knowledge of the change, the rescission of the contract must be declared in writing and without undue delay.

**3** In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses, which might be incurred for the exhibitor. Upon request of the organizer, the exhibitor will be obligated to defray a reasonable share of the expenses resulting from the preparation of the event. The amount of the share to be paid by each exhibitor shall be stipulated by the organizer after consultation with the business organizations concerned, whereas the maximum shall be 5% of the total costs. By signing the application form the exhibitor acknowledges the organizer's Conditions of Participation (the General and Special Sections) together with all other regulations relating to the contractual relationship, as legally binding.

**4** Should these provisions be or become partially legally invalid or void, this shall not effect the validity of the remaining provisions or the contract. In this event, the parties bind each other to replace the invalid provision with a valid provision that comes to the commercial purpose of the invalid provision as close as possible. The same applies to loopholes.

**5** All agreements, approvals and alterations to the contract must be made in writing. The same shall also apply to any amendment or waiver of this written-form clause itself.

## **X. Place of Fulfilment / Place of Jurisdiction**

**1** Place of fulfilment for monetary obligations of the exhibitor – no matter on which legal basis – shall be the principal place of business of the organizer (i.e. Japan) as far as there is no other place of fulfilment stipulated in the Special Terms of Participation.

**2** The place of jurisdiction, also in cases involving documents, bills of exchange and cheques is **Japan**. At its option, The organizer shall also be entitled, to lodge claims at the court of the place where the exhibitor has his place of business or his branch.

**3** The entire legal contractual relationship between the exhibitor and the organizer, including any annexes and schedules shall be governed and interpreted in accordance with the substantive laws (but without reference to the conflict of law rules) of Japan.