

# TERMS AND REGULATIONS FOR PARTICIPATION

## 1. EXHIBITION:

A-CBM 2005 OSAKA

## 2. ORGANIZER:

Nippo Event Co., Ltd.

## 3. EXHIBIT:

Japanese or overseas manufacturers, importers, exporters and their respective associations whose goods are covered by the Exhibition Profile can be accepted to participate as Exhibitors.

## 4. APPLICATION FOR PARTICIPATION:

All applications for participation shall be made on the prescribed application form. The application form shall be submitted directly to Nippo Event Co., Ltd. The application form shall be accompanied by the required deposit equivalent to 50% of the total space rental and stand charges. The submission of the application form shall be deemed to be confirmation of participation and acceptance of the Terms and Regulations for Participation. The organizers reserve the right to accept or refuse any application without giving any reason whatsoever.

## 5. ALLOCATION OF SPACE:

The Organizers shall allocate the space in accordance with the nature of the goods displayed or in the manner they consider best. The Organizers shall reserve the right to reallocate the space allotted to the Exhibitor at any time prior to the commencement of the build-up of the Exhibition should exceptional circumstances demand, and to alter the size and dimensions of the site, to transfer or close entrances and exits to the Exhibition Hall and to undertake other structural alternations. Such reallocations shall be at the absolute discretion of the Organizers, and the Exhibitor shall have no claim for compensation as a result of the reallocation.

## 6. TERM OF PAYMENT:

- All applications for participation shall be accompanied by a 50% deposit.
- The balance shall be paid by;  
Feb., 28, 2005
- Payment for additional charges shall be made in full on presentation of invoices before opening the Exhibition.
- Payment by the stipulated date is a prerequisite condition governing the use of the stand and participation in the Exhibition. In the event of default in payment by the stipulated date the Organizers shall reserve the right to claim all dues from the defaulting exhibitor who shall not be entitled to any form of compensation.

## 7. WITHDRAWALS/CANCELLATION:

Under no circumstances will Exhibitors be permitted to withdraw, cancel or reduce their space booking from the Exhibition. However, the Organizers may consider special cases under the terms and conditions stipulated below:

- 90 days prior to the exhibition - 50% refund
- 60 days prior to the exhibition - 25% refund
- 30 days prior to the exhibition - No refund

## 8. CAHNGES:

The Organizers reserve the right to change the venue and duration if exceptional circumstances demand. In the event of change of venue and/or duration, the agreement to participate shall remain in force so long as the Exhibitor is informed of the changes four weeks before the change. In the event of cancellation of the Exhibition, the Organizers shall be entitled to retain or recover 25% of the space rental to cover the general expenses of preparation and any other special expenses incurred by the Organizers in connection with the Exhibition. In the event of a change of venue, postponement or cancellation of the Exhibition, the Exhibitors or their representatives shall not be entitled to any claim for compensation in connection with their booking for participation.

## 9. CONSTRUCTION AND DECORATION OF STAND:

The Exhibitors will be allowed to erect and decorate their stands over a reasonable period that the Organizers may determine or stipulate in the Exhibitors' Manual. The Exhibitor shall take due care not to obstruct common passage-ways or other Exhibitors' stands. Any damages caused by the Exhibitor or his contractors to other Exhibitors or common property shall be the responsibility of the exhibitor. The Exhibitor is required to complete all the work by the date and time stipulated by the Organizers.

## 10. USE OF STAND:

The Exhibitor is bound to exhibit the announced goods and to man the stand with competent personnel during the opening hours of the entire Exhibition. The Organizers shall have the right to refuse admittance to any visitor to the stand and to have access to the stand at all times. The Exhibitor is not allowed to sublet the space allotted to him to other

parties either wholly or in part without the written approval from the Organizers.

The Exhibitor will be liable for any damage to walls or floors of the building within which his exhibits are housed and shall not paint or otherwise alter the floors, ceilings, pillars, or walls without the express consent of the Organizers.

## 11. MOVEMENT OF EXHIBITS:

- The transport of exhibits to the Exhibition venue shall be the responsibility and at the expense of the Exhibitor.
- Arrangement for storage or warehousing of exhibits shall be made by the Exhibitor.
- The Exhibitor shall submit a list of exhibits to the Organizers at least ten weeks prior to the exhibits being sent to the Exhibition venue.
- No exhibit will be allowed in or out of the Exhibition area without a delivery order or clearance chit.
- Exhibitors shall remove all exhibits from the Exhibition Hall within the period stipulated by the Organizers and shall indemnify the Organizers against any loss by reason of delay or damage to the exhibition Hall.

## 12. FAILURE OF SERVICES:

The Organizers will use their best endeavour to ensure the supply of the services mentioned in these Regulations and in the Exhibitors' Manual, but they shall not incur any liability to the Exhibitor for losses, damages, or expenses or otherwise through strikes, lockouts, accident, force majeure, or other causes beyond the control of the Organizers if any such services shall wholly or partially fail or cease to be available, nor shall the Exhibitor be entitled to any claim in respect of rental due or paid under his contract.

## 13. SECURITY:

The Organizers shall take all necessary security precautions in the interest of the Exhibitors and visitors. However, the Exhibitor shall be held responsible for all risks connected with his goods on display.

Adequate safety guards must be fitted to all machinery. The Exhibitor shall be responsible for staffing his stand during the build-up, exhibition and dismantling period. The Organizers shall not be held liable for any loss or damage to exhibits or any articles belonging to the Exhibitor.

## 14. FIRE AND OTHER SAFETY REGULATIONS:

The Exhibitors are prohibited from demonstrating any apparatus, stoves or heaters that employ naked flames or inflammable gas within the Exhibition premises without written permission from the Organizers.

## 15. LIABILITY, RISKS AND INSURANCE:

The liability or risks of the staff and employees of the Exhibitors shall be the responsibility of the Exhibitor. He shall take necessary insurance coverage for such liabilities and risks. The Organizers shall not be held liable for such liabilities and risks suffered by his employees or exhibits. The Organizers shall be under no liability for personal injury to the Exhibitor or his servants, agents, invitees or licensees howsoever caused nor for the loss of or damage to exhibits or other property of the Exhibitor, his servants, agents, invitees or licensees howsoever caused. The Exhibitor is accordingly advised to take out all necessary insurance.

## 16. BANKRUPTCY OR SETTLEMENT PROCEEDINGS:

If prior to the opening of the Exhibition, the Exhibitor becomes bankrupt or is forced to terminate the agreement to participate, the Organizers shall release him from the contractual obligations. However, the Organizers shall have the right to retain or recover 25% of the total space rental stand charges plus any cost incurred up to the time of such request. The Organizers shall have the right to dispose of the space or stand in question in any manner they deem fit.

## 17. SUPPLEMENTARY CLAUSES:

Whenever necessary, the Organizers shall have the right to issue supplementary regulations in addition to those in the Terms and Regulations for Participation to ensure the smooth management of the Exhibition. Any additional written regulations or instructions shall form part of the Terms and Regulations for Participation, and they shall be binding on the Exhibitor.

## 18. DOMICILE AND JURISDICTION:

The implementation of these regulations or supplementary stipulations laid down by the Organizers relating to the Exhibition shall be deemed to be domiciled at the offices of the Organizers. All disputes arising from the Exhibitors' participation and from the enforcement of these regulations laid down by the Organizers shall be judged according to the law of Japan.