



**Approved**  
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Messe Düsseldorf Moscow LLC  
Director-General  
\_\_\_\_\_ Thomas Stenzel

## **Terms of participation**

### **1. General provisions**

These terms of participation are valid for all exhibitions organized by Messe Düsseldorf Moscow LLC (hereinafter referred to as MDM). In submitting an application, the Participant unconditionally agrees to these terms and stipulations. MDM shall not accept the counter terms of the Participant unless they are approved in writing by MDM. Certain permits, exemptions, and special agreements shall also be made in writing.

### **2. The application**

The Participants wishing to participate in an exhibition arranged by MDM may submit an application for participation only in a form supplied. The form must be signed by an authorized person and verified by the organization's official stamp. The Participant's form shall be supplemented with a duly verified copy of a certificate of state registration (a copy of the certificate of Primary State Registration Number).

The exact duration of the exhibition, its subject matter and an application submission time shall be determined in the application documents supplied to MDM.

### **3. Conclusion of an agreement and admission to participation**

These terms of participation are not an offer on the part of MDM. The Participant's offer is only the submission by him of a completed and signed application form.

The application becomes an agreement (contract) of participation in the exhibition following the receipt by the Participant of a written confirmation of an admission to the exhibition (hereinafter referred to as "admission to participation in the exhibition") on the part of MDM. The admission to participation in the exhibition is formalized by a signature of a legal or authorized representative of MDM made on the application. Also, a confirmation of the admission to participation in the exhibition is a receipt by the Participant of a bill from MDM for paying the services associated with organization of the exhibition (registration fee and payment for preparation of the exhibition site) pursuant to the application submitted by the Participant.

The Participant shall notify MDM in writing about receipt of confirmation of the admission and/or of the bill for organizing the exhibition. If the Participant does not notify MDM about the receipt of the said documents, considered as notification shall be the Participant's full or partial payment of services in conducting the exhibition, providing the payment document contains a reference to the MDM bill's number and date.

No claims shall be accepted should MDM be obliged to relocate or re-arrange some of the stands, the

aisles between them, or entries and exits.

If the site made available proves to be inaccessible for reasons beyond the MDM control, the Participant shall be entitled to require the return of the participation fee. No requirements shall be made for indemnity against loss.

On receipt of the admission the Participant shall be obliged to pay the cost of participation even if during the importation the Participant's wishes were not met or were met only partially by agencies responsible for this in the country where the exhibition is held: in case exhibits arrive not on time because of losses, transportation delays or customs procrastinations or do not arrive at the enterprise altogether or in case of delays or the Participant's or his authorized representatives' inability to make appearance.

Further on in the text as implied by the context, unless specified otherwise, an application means an agreement to participate in the exhibition, which agreement is made by formalizing the application and approving it (an agreement in the form of an approved application).

The rules stated in these terms of participation and all annexes to the application for participation in the exhibition as well as applications for extra services are an integral part of the agreement for participation in the exhibition.

The essential terms of the agreement for participation in the exhibition are:

- exhibition timeframe;
- exhibition stand size (sq m);
- cost and payment method.

MDM is entitled not to grant an admission to participation in the exhibition. This provision is operative both in general practice and in particular cases, when:

- the products (work, services) supplied by the Participant are beyond the exhibition's product range;
- the application is formalized incompletely or with errors or the Participant does not recognize these terms and conditions of participation in the exhibition;
- no registration fee was procured (see item 11);
- the Participant willing to independently erect his own stand failed to present for this a detailed technical plan for erecting it (see item 6);
- the Participant paid not for all the services rendered at the previous exhibitions or violated the terms of participation in the exhibitions.

Law-substantiated claims for admission to the exhibition are ruled out due to the principle of a free agreement.

#### **4. Services provided by MDM**

MDM services implying organization and conduct of an exhibition include the following:

- processing of the Participant's application (registering the application in the MDM database, preliminary site allocation and determination of the Participant's display scope);
- measures aimed at holding the exhibition at an address indicated in the relevant application;
- outfitting the display complex and the pavilion;
- involvement in the exhibition of other exhibitors specializing in the subject matter (topics) of the exhibition;
- exhibition advertising;
- preparation of a participants catalogue with introduction into it of data on the Participant as an exhibitor;
- creation of conditions for placement of the Participant's exposition according to the application on equipped/unequipped display areas;
- organization of cleaning of aisles and passages in the pavilion (the Participant must clean the display area himself or order an extra cleaning of the stand by filling in a relevant form);
- organization of the general protection of the pavilion (out-of-doors sites are not protected);
- assurance of fire safety during installation and dismantling as well as during operation of the exhibition;
- preparation of identity cards for participants of the exhibiting companies (in accordance with the standards established for each exhibition);
- ordering of passes for representatives of the Participant;
- insurance of the visitors' access to the pavilion during the exhibition's official working time;

- organization of an evening event for demonstrating the participants' exhibits if such an event is envisioned by the exhibition program;

The registration fee paid in compliance with the application and the payment for creating conditions for placing the Participant's exposition on display areas are an aggregate disbursement of services in conducting the exhibition (excepting Technical and Extra Services indicated, respectively, in items 9 and 10 of the Terms of Participation).

## **5. The sites**

MDM shall create conditions for placing the Participant's exposition on the equipped site (display stand) or an unequipped site at the Participant's option. The Participant's preferred option shall be indicated in the application for participation in the exhibition.

The size of the sites shall be indicated in the application. In this case, a surcharge shall be levied equal to 50% of the cost of preparing one square metre of unequipped area.

The exact indication of the location of the site/stand where the Participant's exposition will be placed shall be provided by MDM only following the Participant's admission to the exhibition (conclusion of a contract according to item 3 of the Terms of Participation). For reasons beyond the MDM control (for instance, a directive of the site's owner) the location of the site/stand may be changed. MDM shall not be responsible for such re-distribution of the sites.

## **6. Installation of stands by the Participant**

If, according to the application and annexes to it, the Participant installs the stand himself, the installation shall be permitted only after the Participant fully pays for the services indicated in the application. Under such circumstances, the Participant shall be obliged, no later than a month before the installation, to supply MDM with a detailed plan as well as specifications of his stand. MDM reserves the right to ban an independent installation of the stand if the plans were submitted not on time or if they do not meet the technical requirements.

In case of such a ban, the Participant shall be entitled to submit to MDM, prior to the general installation of the exhibition (and is obliged to pay within that timeframe), an application for installation of the basic standard equipment. The Participant's non-performance of these terms (failure to submit an application for installation or to pay for it) shall be deemed a refusal of the agreement, in which case it becomes null and void. Under such circumstances, the registration fee shall not be returned to the Participant. In addition, the Participant will indemnify MDM against loss to an extent exceeding the registration fee. If the Participant or his lawful or authorized representative independently carrying out the installation pursuant to the application and annexes to it, fails to arrive at the site/stand prepared for him by 12:00 of the last day of the exhibition installation, MDM shall be entitled to redistribute the area being prepared for the Participant.

## **7. An access to the display stand**

An access to the display stand is only possible during the official time of installation, exhibition work and dismantling.

Apart from this time, the access is only possible subject to a prior permission by MDM and on the condition of extra charge for this access. To obtain a permission from MDM, the Participant must submit a written application.

## **8. Exhibition exhibits**

Inflammable, aggressively smelling and other hazardous articles as well as those, whose demonstration produces sharp noises, shall be demonstrated subject to a prior consent of the exhibition complex owner.

On his own initiative, the Participant shall present a state certificate of quality or prove by other means the safety of his exhibits. If the Participant ignores requirements applied to exhibits, MDM shall be free from any ensuing responsibilities. During the exhibition the exhibits shall not be taken outside the exhibition pavilion.

## **9. Technical services**

All the required additional technical services, such as power and water supply for the Participant's stand, suspension from the pavilion ceiling structure, etc., can be ordered only from/via MDM by filling in a special form with indication of prices in it.

It is strictly prohibited for the Participant to independently install such supply lines running to his stand. Should he attempt to do so, this will be a cause for MDM to abrogate an agreement with him or to unilaterally refuse to perform it.

**The Participant shall be obliged to familiarize himself with an operating manual ("Service") specifying his participation in the exhibition and to strictly observe it.**

Non-performance of the said terms by the Participant makes him responsible to MDM for all resultant losses.

## **10. Extra services**

The Participant is entitled to order from MDM any extra service or amenity, such as furniture, hardware equipment, etc. for his stand, as well as extra passes for access to the exhibition of his workers, vehicles, etc. Such services shall be ordered by filling in by the Participant of relevant forms and shall be paid additionally no later than the dates indicated in those forms. Costly furniture and equipment (costing euro 450,00 and more) shall be made available and returned under a handover deed.

## **11. Registration fee**

The Participant shall pay a registration fee in the amount indicated in the application. This fee is part of the payment for MDM services in conducting the exhibition, to wit, a payment for MDM services in processing the application (registration of the application in the MDM database, preliminary determination of the Participant's place and the scope of his exposition). Thus the validity of the agreement (application) and these Terms of Participation will apply to relationship between the Parties pertaining to processing of the application, which relationship arises prior to conclusion of the agreement. The concluding of the agreement ascertains that the services in the processing of the application have been rendered fully and are included in the cost of services under the agreement for participation in the exhibition.

## **12. Terms of payment**

All the services provided by MDM shall be paid for by the Participant and their rendering shall be subjected to the value added tax.

All the prices shall be indicated in the Russian Federation roubles less the VAT unless specified otherwise.

The payment for services in organizing and conducting the exhibition shall be made within a timeframe indicated in the application. The settlements shall be made non-cash by transferring money to a settlement account indicated by MDM.

The payment shall be deemed completed on a day when money arrives at the MDM settlement account. If the payment is not made on time, the agreement becomes null and void unless the Parties agree otherwise.

In case the Participant's payment is made by a third person, such payment is considered valid (accepted as payment for the Participant) if only the following conditions are simultaneously met:

- a) the payment document indicates the Participant's name, the name of the exhibition, and the number and date of the bill being paid;
- b) the said third person presents to MDM a letter (signed by the head of the third party/company and verified by its official stamp).

In this case, such a payment shall be accepted as the Participant's payment since the receipt by MDM of money at its settlement account on the condition of a receipt of a relevant letter.

If the payment document or the letter fails to indicate any of the data specified, respectively, in the above said items "a" or "b", the payment shall not be accepted as the Participant's disbursement and the MDM services shall be considered unpaid for.

### **13. Completion of service rendering, bills and statements**

The MDM services in organizing and conducting the exhibition are considered rendered since closing the exhibition for visitors. The MDM services are considered rendered no matter if the Participant (his representatives) was/were or was/were not present at the exhibition.

If the Participant desires, the authorised representatives of MDM and the Participant may, no later than the last exhibition day, sign a deed of providing services under agreement (acceptance deed). The deed shall be signed by the parties in a place where MDM is. Unless the deed indicates otherwise, it will confirm the provision of all the contractual services, including organization of the exhibition stand and extra services. The authority of the person signing the deeds for the Participant as indicated in this article shall be proved by a relevant letter of proxy. If the Participant does not sign a deed for provision of services, those are considered provided and he is obliged to pay for them.

The bills for all the services rendered to the Participant shall be presented by MDM no later than the day of ending of the exhibition.

### **14. Catalogue**

The Participant shall present to MDM his typewritten and signed forms for introducing information about the Participant into the exhibition catalogue. If the forms are presented towards the date indicated in them or are presented with violation of requirements specified in them, then, for introducing the information about the Participant into the catalogue, MDM will be entitled to use the information given in the Applicant's application.

The list of MDM services related to introduction of information into the catalogue is indicated in the forms for introduction of information where also indication is given of which of those services should be paid for additionally and in which amount.

The Participant is entitled to placing in the catalogue a logotype or any other extra information or advertisement, to which end he preliminarily approves this with MDM by filling in and presenting a separate form. These data are introduced into the catalogue for extra charge. The Participant has no right to claim introduction of extra information or advertisement into the catalogue without filling in and submitting a separate form and paying extra charges for these services.

If erroneous information was introduced into the catalogue through MDM fault, the latter shall be obliged to indemnify the Participant against loss in the total amount not exceeding euro 100,00. The Participant shall have no right to claim re-publication of the catalogue.

If the applicant presents incomplete documentation, or not in a typewritten format, or containing errors, MDM shall not be responsible for mistakes that may arise as a result of introducing the Participant's such data into the catalogue. In this case the mistakes shall be considered committed through the Participant's fault and the latter shall not be entitled to claim indemnity from MDM against losses sustained.

### **15. Refusal to participate**

The Participant is entitled to refuse to participate in the exhibition before an agreement is made and an admission issued as specified by item 3 of these Terms. Once an agreement is made, it shall not be unilaterally abrogated unless this is done for reasons specified in and in a manner envisioned by the legislation and current terms of participation.

Upon receipt of the admission, the Participant shall not be entitled to refuse to participate. He shall be obliged to fully pay the cost of participation. In case the Participant partially refuses the proposed site, he shall indemnify MDM against loss sustained in connection with performance of the agreement equal to 50% of the cost of exhibition site made available by MDM and rejected by the Participant. The Latter's refusal to participate in the exhibition or reduction of the exhibition area comes into force the moment MDM receives a written application to this effect.

Following a receipt of admission to participation (the signing of an agreement) in case of rejection to participate in the exhibition, the Participant shall pay 100% of participation in the exhibition.

In case of reduction of the exhibition area, the money shall be returned within 7 (seven) calendar days following the end of the exhibition.

MDM shall be entitled to reject the agreement if a competitive suit was undertaken relative to the Participant's property. The Participant shall immediately notify MDM about the competitive suit being launched. In this case all the outstanding claims of MDM shall be met in a procedure established by the

Russian Federation legislation.

## **16. Expulsion from the exhibition participants**

MDM is entitled, following conclusion of an agreement, to expel the Participant from among the exhibition participants (to waive the agreement). This applies in particular, but exclusively, to the following cases:

- the Participant does not fulfill his obligations under the agreement;
- the Participant does not comply with instructions of the exhibition directorate.

The payments by the Participant made until then for organizing and conducting the exhibition shall not be returned.

## **17. Responsibility**

The Participant shall be responsible for his workers (aides and assistants) and any third parties he involves. He shall be responsible for any loss sustained by the third party or MDM in connection with their participation in the exhibition.

In case of delayed payment (including for extra services) the Exhibitor shall pay MDM for each day of the delay a penalty equal to 0.5% of the amount whose payment is overdue. This condition shall not be applied if the agreement expires in compliance with paragraph 4, item 12 of these Terms of participation in exhibitions.

The Participant shall be materially responsible for loss of or damage to MDM equipment which outfits the Participant's display stand. The following amount of material liability shall be established:

- damage to property – 100% of the rent;
- theft, loss, misappropriation – 300% of the property rent.

In case of undue performance of its obligations, MDM shall indemnify the Participant only against actual damage, i.e. expenses caused to the Participant or sustained by him in re-establishing his violated right and recovering his lost or damaged property. His missed profit shall not be compensated for. The amount of reimbursement may be restricted in cases envisioned by the Russian Federation legislation and the current terms of participation.

MDM shall not be responsible for loss caused to the Participant by a third party (for instance by theft or damage) and for breakage of exhibits during the exhibition, installation, dismantling and transportation of the exhibition materiel.

Under no circumstances MDM shall be responsible for mishaps and malfunctions which occur not through its fault.

## **18. Insurance**

MDM recommends the Participant to execute additional insurance for the event of a likely loss or damage.

All the losses related to the exhibition shall be immediately reported to MDM in writing. If MDM deems it necessary, the event of the damage should be reported to the agencies of internal affairs.

MDM shall not be responsible for any insurance event except in cases envisioned by law.

## **19. Co-exhibitor**

MDM shall provide services in conducting the exhibition only to a Participant who has made a relevant agreement with MDM. However, given a prior written consent (permission) of MDM, the Participant shall be entitled to involving a co-exhibitor in the exhibition. MDM shall issue such consent (permission) only if the co-exhibitor fills in a written application, accepts the terms of participation in the exhibition and pays a registration fee.

The co-exhibitor, too, shall be entered in the catalogue.

The Participant and the Co-exhibitor shall bear a joint responsibility.

## **20. Force majeure circumstances**

In the event of unforeseen circumstances, such as a strike, coup d'état, martial law or associated regime, threats, sanctions, natural disasters, ban on the exhibition for political reasons, etc., MDM shall be entitled to rescheduling the exhibition, extending or cancelling it or to closing it

partially or completely, temporarily or permanently.

In this case, the Participant shall not be entitled to turn down the agreement. Nor shall he be entitled to claims for indemnity. In case of a refusal to participate in the exhibition the Participant shall not be relieved of paying a full amount of the registration fee. The payment for the claimed and rendered extra services shall be included in the bill along with expenses sustained by the moment under consideration. Under no circumstances shall MDM indemnify against loss sustained in money transfers.

## **21. Choice of law and jurisdiction**

The law of the Russian Federation shall be applied to all relations linked to the agreement and associated with the conduct of the exhibition.

The Participant and MDM shall resolve all the disputes arising in performance of the agreement by means of talks. Should the talks prove fruitless, the disputes, differences or claims arising from the agreements or associated with them and pertaining to the performance, violation, cessation or invalidity of the agreement shall be considered by the Court of Arbitration in Moscow.

## **22. Final provisions**

The Participant undertakes to observe all the relevant laws. MDM shall not be responsible for violations of law by the Participant. This provision applies in particular, but not exclusively, to protection of trade marks and copyright as well as to observation of hygienic rules, fire safety instructions and customs regulations.

In case some provisions of these terms of participation fully or partially are or become invalid, the remaining ones shall continue in legal force. The blanks and omissions shall be filled in by implication and in compliance with the agreement's purposes.

If the present terms of participation in exhibitions run counter to the application, the latter shall prevail.