

## Section 1 General

### Article 1 Name

The English official title of this exhibition is "Japan International Aerospace Exhibition 2008", also known as "Japan Aerospace 2008", or abbreviated to (and referred to hereafter as) "JA2008".

### Article 2 Organizer

- 2.1 The sole Organizer of JA2008 is The Society of Japanese Aerospace Companies (hereafter referred to as "the Organizer").
- 2.2 The Organizer assumes complete responsibility and authority for JA2008.

### Article 3 Exhibitors

- 3.1 The Organizer reserves the right to choose which organizations, companies or parties may exhibit at JA2008.
- 3.2 Exhibitors shall abide by all rules and regulations or instructions specified by the Organizer in relation to the exhibition and operation of JA2008.

### Article 4 JA2008 Office

The Organizer, The Society of Japanese Aerospace Companies, has created the Japan International Aerospace Exhibition Office (hereafter "JA2008 Office") to manage the Aerospace Exhibition.

## Section 2 Outline

### Article 5 Application of Exhibitions and Conclusion of Contract

- 5.1 After agreeing to abide by the Exhibition Regulations of JA2008, an Exhibitor applicant must submit the Application Form with the necessary information (if an application is made on-line, by entering information in the necessary fields) to the Organizer.
- 5.2 After confirming the contents of the application, the Organizer shall send an "Application Confirmation" letter and an "Application Deposit" invoice to the applicant whom the Organizer has deemed to fit the intent of the exhibition.
- 5.3 The contract between the applicant and the Organizer shall be deemed to be concluded at the issuance of the "Application Confirmation" letter.
- 5.4 Exhibitor applications will be accepted until April 30, 2008.

### Article 6 Confirmation of Application and Payment

Exhibitors who have received the "Application Confirmation" letter must pay the deposit, which is equal to 10% of total Exhibition Fees plus related consumption tax, through a remittance to the bank account designated in Article 8 within 30 days from the day "Application Confirmation" letter has been issued. Furthermore, Exhibitors must remit the balance of Exhibition Fees plus related consumption tax to the bank account designated in Article 8 by May 30, 2008. Any banking charges related to the remittance shall be borne by Exhibitors.

### Article 7 Exhibition Fees

- 7.1 Exhibition Fees must be paid in Japanese currency.
- 7.2 In case the Exhibitors are national or local government offices, NPO, independent administrative agencies, public service corporations or entities such as schools, Exhibition Fees are one half of the regular fees.
- 7.3 In case more than 4 booth units (one booth unit : 9m<sup>2</sup>) area are required to exhibit actual display, or scale models, the exhibit is deemed to be "Large Exhibits". A 50% discount will be applied to the area used to the Large Exhibits (full length × full width).
- 7.4 In the case of previous two paragraphs, 7.2 and 7.3, provision of either one paragraph shall be applied. No combined provisions are accepted.

### Article 8 Payment Account Details

Exhibitors shall make payment of Exhibition Fees and others to the following bank account :

Bank Name : The Bank of Tokyo-Mitsubishi UFJ, Ltd.  
 Branch Name : Akasaka-Mitsuke Branch  
 SWIFT Code : BOTKJPJT  
 Bank Account : 1131404  
 Account Name : SJAC - JA2008

### Article 9 Allocation of Booth Location / Relocation

- 9.1 The Organizer shall determine the allocation of the booth by considering the zoning, exhibit category, booth size, and number of the past participations. Also the Organizer gives consideration to the order in which Application Forms are received.
- 9.2 The Organizer reserves the right, for the betterment of the exhibition, etc., to relocate booth locations even after they have been announced. In such a case, Exhibitors may not claim compensation or damages due to the relocation.

### Article 10 Exhibit Cancellations / Fees

- 10.1 In case Exhibitors wish to cancel all or a part of applied for exhibit space, Exhibitors may do so upon submitting a written request with the reason clearly stated and paying the Cancellation Fees as stated below.
- 10.2 In the case of cancellation, Exhibitors will pay the Cancellation Fee as stated below, which is calculated according to the date the Organizer receives written cancellation.
- 10.3 Exhibitors shall pay the following amount as a Cancellation Fee on the date cancelled.
- 1) By September 30, 2007: 0% (No Cancellation Fee)
  - 2) From October 1, 2007 to April 30, 2008: 10% of Exhibition Fee
  - 3) From May 1, 2008 until the day before the first day of JA2008: 100% of Exhibition Fee
- 10.4 If Exhibitors wish to alter the type of exhibition (Raw Space Only or Packaged Booth), Exhibitors can do so only if the proposal of the change is submitted to the Organizer at least 60 days prior to the opening day of the exhibition, and the Organizer approves the alteration.

### Article 11 Cancellation of an Exhibitor's Application by the Organizer

- 11.1 Even after the issuance of the "Application Confirmation" letter, the Organizer may require the withdrawal to an Exhibitor if the Organizer determines the Exhibitor is not a fit for JA2008 on the condition that the Exhibition Fees already paid are refunded.
- 11.2 The Organizer may cancel the application for any Exhibitor who has not paid Exhibition Fees by the designated date.
- 11.3 In case the Organizer exercises the cancellation according to the provision of the previous paragraph, the Organizer shall issue a notice of the cancellation in writing to the Exhibitor. The cancellation date is the day such notice is issued.
- 11.4 The cancelled Exhibitor shall pay following amount as the cancellation based on the date cancelled:
- 1) If cancellation has been made before September 30, 2007: 0% (no charge) of Exhibition Fees
  - 2) If cancellation has been made between October 1, 2007 to April 30, 2008: 10% of Exhibition Fees
  - 3) If cancellation has been made from May 1, 2008 until the day before the opening day: 100% of Exhibition Fees

### Article 12 Cancellation of the Exhibition

- 12.1 Should unforeseeable circumstances arise requiring the full or partial cancellation of JA2008, the decision to cancel or to continue the Exhibition is delegated to, and is the sole right of the Organizer. The Organizer shall not be held responsible or liable in any way for any form of compensation to Exhibitors arising from any damages and/or other costs incurred by Exhibitors as a result of the full or partial cancellation of JA2008. However, any money left after the payment of expenses by the Organizer will be distributed among the Exhibitors in proportion to the sums already paid to the Organizer by them. The Organizer will not be liable for any other expenses.
- 12.2 Unforeseeable circumstances warranting the full or partial cancellation of JA2008 include: typhoon, floods, storms, epidemics, earthquakes, fires, explosions, any other accidents or civil unrest, riots, domestic warfare, strikes or other industrial disputes, and any legal restrictions implemented by local or national government.

## Section 3 Responsibilities

### Article 13 The Organizer's Responsibility

- 13.1 Under no circumstance shall the Organizer be liable to Exhibitors for theft, loss, damage to exhibits or related material delivered to the booth (including carried items of Exhibitors or their related persons) and/or to facilities of the booth.
- 13.2 Under no circumstance shall the Organizer be liable or owe responsibility for compensation to material loss or physical damage to Exhibitors, employees or agents of the Exhibitors, other related personnel or a third party caused by an Exhibitor's exhibit (including Demonstration Flights) and/or by the fact that the Exhibitor has exhibited itself.

### Article 14 Responsibility for Safety of Exhibits

Exhibitors are fully responsible to the safety and care of their exhibits and the Organizer is not liable for any loss or damage caused to the exhibits for any reasons.

### Article 15 The Exhibitor's Responsibility

Exhibitors shall compensate for any damage done to the facilities, third party booths, exhibits, or to persons caused by negligence or other reasons by the Exhibitor or persons working as its agent.

### Article 16 Insurance

- 16.1 Exhibitors are required to insure their exhibits, against any conceivable loss, damage, defacement, fire damage, or theft that may be incurred during the course of the exhibition and the Exhibitors' entire period in Japan, with movables all risk insurance. Such insurance shall indemnify and hold the Organizer non-liable to all claims against damage or loss.
- 16.2 Exhibitors are required to take out third party insurance (facility manager liability insurance, products and completed operation liability insurance, etc.) against any and all physical and material damage that may be inflicted on third parties, caused in full or in part by their exhibits or anything related to them, or by participation in JA2008. The insurance policy must include the Organizer as one of the insured parties.
- 16.3 Upon request of the Organizer, Exhibitors must submit copies of the insurance policies prescribed in Article 16.1 and 16.2. Failure to comply with the request, or any irregularities in the insurance policies, may result in the Organizer requesting Exhibitors to withdraw or remove all non-insured exhibits from the exhibition.

## Section 4 Import of Exhibit Materials into Japan

### Article 17 Customs Bonds and Import of Exhibit Materials into Japan

- 17.1 The exhibition area of JA2008 is designated as a bonded zone.
- 17.2 All exhibit and support materials imported for JA2008 are bonded by the National Tax Administration. Thus, all such materials brought in from overseas must, in principle, be returned to their respective countries of origin after the exhibition finishes.
- 17.3 Any bonded materials, advertising materials, food and beverages, etc. brought into Japan that is to be sold, distributed or otherwise left in Japan before, during or after JA2008, must pass through all necessary customs procedures. Exhibitors are solely responsible for compliance with customs procedures.
- 17.4 The following address should be used as the consignee on shipping and airfreight documents :

Name	: Japan International Aerospace Exhibition Office (JA2008 Office)	
	: The Society of Japanese Aerospace Companies	
Address	: Toshin-Tameike Bldg, 2F, 1-1-14 Akasaka, Minato-ku Tokyo 107-0052, JAPAN	
Phone	: +81-3-3585-1641	Fax : +81-3-3585-0541

## Section 5 Others

### Article 18 Protection of Exhibits by Laws Regarding Industrial Property Rights

- 18.1 The Organizer will apply to the Patent Office to protect various patent rights at JA2008, with reference to Article 30, Section 3 of the Patent Law (1959, Legislation 121), Article 9, Section 1 of the Utility Model Patent Law (1959, Legislation 123), and article 9, Section 1 of the Trademark Law (1959, Legislation 127).
- 18.2 In order to receive the protection under these laws, Exhibitors must make formal applications to the Patent Office for Patent, Utility Model Patent registration or Trademark registration within six months of the opening date of JA2008.
- 18.3 Exhibitors are required to apply within six months of the opening date of JA2008 in order to receive protection under Article 4 of the Design Patents Law (1959, Legislation 125).

### Article 19 Visa Guarantor / Letters of Invitation

Exhibitors shall not request the Organizer to issue documents necessary for visa such as a letter of guarantee.

### Article 20 Compliance with Japanese Laws and Regulations

Exhibitors must comply fully with all applicable Japanese laws and regulations and pay particular heed to aeronautical laws, fire prevention laws and the laws for import and export of weapons.

### Article 21 Arbitration

Any conflicts that may arise regarding contracts with the Organizer will be handled in accordance with the rules of the Japan Commercial Arbitration Association, whereupon one or more arbitrators will be appointed to adjudicate by arbitration. In accordance with Japanese laws, the arbitration will take place in Tokyo, Japan.

### Article 22 Official Language

Official language used for these regulations and other related documents produced and released by the Organizer shall be Japanese.

### Article 23 Changes in Regulations

The Organizer may change parts of these regulations if deemed necessary. The Organizer will inform any changes in writing or by other means.

### Article 24 Issue of Uncertainty

The Organizer reserves the right to make final judgment on any matters that are unclear or are not prescribed in the items of the regulations.