

Exhibition Regulations - Japan International Aerospace Exhibition 2018 TOKYO

Section 1 General

Article 1 Name

The English official title of this exhibition is "Japan International Aerospace Exhibition 2018 TOKYO" and abbreviated title is "JA2018 TOKYO".

Article 2 Organizers

1. The joint Organizers of JA2018 TOKYO are The Society of Japanese Aerospace Companies and Tokyo Big Sight (hereinafter referred to as "the Organizers").
2. The Organizers assume complete responsibility and authority for JA2018 TOKYO.

Article 3 Exhibitors

1. The Organizers reserve the right to choose which organizations, companies or parties may exhibit at JA2018 TOKYO (hereinafter referred to as "the Exhibitor(s)").
2. Exhibitors shall comply with all the rules and regulations or instructions issued or promulgated by the Organizers in relation to the exhibition and operation of JA2018 TOKYO.
3. The Organizers may refuse exhibitions proposed by an Exhibitor if they consider it to be not fit for the objective of JA2018 TOKYO. In such case the Organizers shall have no responsibility for any damages which may arise from such refusal.

Article 4 JA2018 TOKYO Office

1. The Organizers have created the "Japan International Aerospace Exhibition 2018 TOKYO Office" (hereinafter referred to as "JA2018 TOKYO Office") within the premises of Tokyo Big Sight Inc. to manage JA2018 TOKYO.
2. The Organizers may assign or transfer any of the rights and authorities for the operation and administration of JA2018 TOKYO to JA2018 TOKYO Office.

Section 2 Exhibition Directions

Article 5 Application for Exhibition and Conclusion of Contract

1. After the consent to comply with these Exhibition Regulations for JA2018 TOKYO, an Exhibitor applicant must submit the Application Form on JA2018 TOKYO official website with the necessary information to JA2018 TOKYO Office.
2. After confirming the contents of the application, JA2018 TOKYO Office shall send an application confirmation (hereinafter referred to as the "Application Confirmation") letter to the applicant whom the Organizers have deemed to fit the intent of the exhibition.
3. The contract between the Exhibitor applicant and the Organizers (hereinafter referred to as the "Exhibition Contract") shall be deemed to be executed at the time of issuance and sending out of the Application Confirmation letter by JA2018 TOKYO Office to the Exhibitor.
4. The Organizers may refuse an exhibition even after the execution of the Exhibition Contract if the Organizers consider that the contents of the exhibition are not fit for purpose of the exhibition. In such case the Organizers shall have no responsibility whatsoever for any damages which may arise from such refusal.

Article 6 Exhibition Fees

1. Exhibition Fees must be paid in Japanese currency.
2. Domestic/overseas companies: JPY400,000 (Tax is not included)/9m²
3. Full or supporting members of The Society of Japanese Aerospace Companies: JPY380,000 (Tax is not included)/9m²
4. National or local government offices, non-profit organizations, independent administrative agencies, public service corporations or entities such as schools and/or the foreign embassy: JPY360,000 (Tax is not included)/9m²

Article 7 Payment of Exhibition Fees

Exhibitors must pay the balance of the Exhibition Fees (hereinafter referred to as the "Balance") by remittance to the bank account designated in Article 8 by June 29, 2018. Any banking charges and other cost related to the payment shall be borne by the Exhibitors.

Article 8 Payment Account Details

Exhibitors shall make payment of Exhibition Fees and, where applicable, Cancellation Fees and penalties provided for in Articles 13 and 14 by way of remittance to the following bank account:

Bank Name: Mizuho Bank, Ltd. Head Office
SWIFT Code: MHCBJPJT
Bank Account: Ordinary Account No. 4521490
Account Name: Tokyo Big Sight Inc. JA Office

Article 9 Any Charges, Fees and Commissions

All banking charges not only outside Japan but also inside Japan (such as Remittance Charge, Yen Exchange Charge, Correspondent Bank Charge, Lifting charge, other charges, fees and commissions) and other costs related to the payment shall be borne by the Exhibitors.

Article 10 Allocation of Booth Location / Relocation

1. The Organizers shall determine the allocation of the booth by considering the zoning, exhibit category, booth size, number of the past participations, demonstration and so on.
2. The Organizers reserve 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 11 Prohibition of Subletting, Etc.

Exhibitors may not sublet, sell or purchase, exchange or assign the right for exhibition or exhibit space in JA 2018 TOKYO without the approval of the Organizers.

Article 12 Placement and Removal of Exhibition Items

1. Delivery and placement of exhibit items into the exhibit space shall be done within the time period allotted by JA2018 TOKYO Office. In case the Exhibitor fails to occupy the booth within the time period allotted, the Organizers shall deem the Exhibition Contract to have been cancelled by the Exhibitor. In such case the Exhibitor shall be deemed to have cancelled the exhibition on that day immediately and shall pay to the Organizers the Cancellation Fees provided for in Article 13 hereof.
2. Delivery, relocation or removal of any exhibit items during the exhibition period may be done only with the approval of JA2018 TOKYO Office which must be obtained beforehand.
3. All items for exhibition and decoration, etc. in the exhibition booth shall be removed later within the time period notified by JA2018 TOKYO Office. Any item which is not removed within such time period shall be removed by the Organizers at their discretion and the Exhibitors shall bear any and all cost and expenses incurred by the Organizers for such removal, which the Exhibitors shall pay to the Organizers pursuant to an invoice issued by JA2018 TOKYO Office.

Section 3 Exhibit Cancellation and Termination

Article 13 Exhibit Cancellation or Change by Exhibitors

1. In case Exhibitors wish to cancel all or a part of their exhibits, the Exhibitors shall submit to JA2018 TOKYO Office written request for approval of cancellation of exhibits with the reasons therefor clearly stated. The Exhibition Contract will be effectively cancelled when the Organizers approved the cancellation and the Exhibitors pay the below-described cancellation fees (hereinafter referred to as "Cancellation Fees") to the Organizers, and only then the Exhibitors shall be released from the obligation to exhibit after the completion of the payment of such Cancellation Fees. The date and time when JA2018 TOKYO Office has confirmed it has received the Exhibitors' written cancellation request shall be referred to as the Exhibition Cancellation Date. The Cancellation Fees shall be calculated as of the Exhibition Cancellation Date:
 - 1) In case the Exhibition Cancellation Date falls on or before June 29, 2018: 10% of the Exhibition Fees

- 2) In case the Exhibition Cancellation Date falls on or after June 30, 2018: 100% of the Exhibition Fees
2. In case the Total Amount Paid by the Exhibitors exceeds the amount of Cancellation Fees payable by the Exhibitors, the Organizers shall reimburse the amount of excess to the Exhibitors.
 3. If Exhibitors wish to alter the type of exhibition, Exhibitors may alter only if the proposal of the change is submitted to the JA2018 TOKYO Office at least 60 days prior to the opening day of the exhibition and the Organizers approve the alteration.

Article 14 Cancellation of an Exhibitor's Application by the Organizer

1. Even after the issuance of the Application Confirmation letter, if the Organizers determine the Exhibitor is not fit for JA2018 TOKYO, the Organizers may cancel the Exhibition Contract and require the withdrawal of an Exhibitor, provided the Exhibition Fees already paid are refunded.
2. The Organizers may cancel their acceptance of the Exhibitor's application for exhibition and the Exhibition Contract made with the Exhibitor if the Exhibitor does not pay Exhibition Fees by the designated date.
3. In case the Organizers exercise the right to cancel the Exhibition Contract with an Exhibitor pursuant to the provisions of Article 14.2, the Organizers shall issue a notice of cancellation in writing to the Exhibitor. The cancellation date will be the day such notice is issued. The Exhibitor who has received notice of cancellation shall pay to the Organizers the following amount as penalty:
 - 1) In case the Exhibition Cancellation Date falls on or before June 29, 2018: 10% of the Exhibition Fees
 - 2) In case the Exhibition Cancellation Date falls on or after June 30, 2018: 100% of the Exhibition Fees
4. The Organizers may cancel the Exhibition Contract with any Exhibitor without giving a peremptory notice to the Exhibitor if the Organizers believe that the Exhibitor is a gang, gangster, gang-related person, gang-related corporation, corporate racketeer, corporate-racketeer's related person, rogue or hoodlum pretending to be a social activist (collectively referred to as "Anti-social Group" or "Anti-social Person"), or that the Exhibitor is not fit for JA2018 TOKYO, the Organizers shall be free to cancel the Exhibition Contract with said Exhibitor. In such case, even if said Exhibitor suffers damages from the cancellation, the Organizers shall be free from any liability, and moreover the Organizers may claim from the Exhibitor compensation for damages suffered by the Organizers as a result of the involvement of such Anti-social Group or Anti-social Person or from such cancellation of the Exhibition Contract. Further, even if such Exhibitor may have paid any Exhibition Fees, the Organizers shall have no obligation to return the Exhibition Fees.

Section 4 Compensation Obligations, Etc.

Article 15 Cancellation or Suspension of JA2018 TOKYO

1. Should the Organizers determine that the holding or continuation of JA2018 TOKYO is impossible or difficult due to a Force Majeure cause, the Organizers may decide to cancel or temporarily suspend the operation of JA2018 TOKYO. In any such event the Exhibitors shall have no right to claim compensation for damages suffered as a result of such decision of the Organizers.
2. The Force Majeure causes referred to in the preceding paragraph shall include typhoon, floods, storms, epidemics, earthquakes, fires, explosions, any other accidents or terrorism, riots, domestic warfare, strikes or other industrial disputes, and any legal restrictions implemented by local or national government.

Article 16 Exemption of the Organizers from Compensation Obligations

1. Under no circumstances shall the Organizers 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.
2. Under no circumstances shall the Organizers be liable or owe responsibility for compensation for material loss or physical damages to Exhibitors, employees or agents of the Exhibitors, other related personnel or any third parties caused by an Exhibitor's exhibit (including demonstration and demonstration flight) and/or by the fact that the Exhibitor has exhibited itself at JA2018 TOKYO.

Article 17 Responsibilities for Safety of Exhibits

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

Article 18 Exhibitor's Responsibility for Damages

Exhibitors shall compensate for any damages to the facilities for the exhibition, third party booths, exhibits, or physical damages caused by negligence of the Exhibitors or persons working as their agent or any other reasons not attributable to the Organizers.

Section 5 Import of Exhibit Materials into Japan

Article 19 Customs Bonds and Import of Exhibit Materials into Japan

The exhibition area of JA2018 TOKYO is designated as a bonded zone. Therefore, all exhibitors that will display bonded goods in the zone shall submit the specific form by the designated date (it will be announced by the Organizers at a later date). If such form does not reach JA2018 TOKYO Office, any exhibits will not be allowed to be displayed.

Section 6 Other Matters

Article 20 Visa Guarantor / Letters of Invitation

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

Article 21 Compliance with Regulations

1. Exhibitors must comply with these Exhibition Regulations and other rules and regulations stipulated by the Organizers (including the Guide to Exhibit, Application Form, Exhibitors' manuals, etc., hereinafter collectively referred to as the "Regulations").
2. The Organizers shall have the authority to amend or modify the Regulations whenever the Organizers consider necessary for any reason. The Exhibitors agree with this in advance and shall be obligated to comply with the amended Regulations and other rules and regulations which may be stipulated by the Organizers.
3. In case any of the Exhibitors is in breach of any provisions of these Regulations, the Organizers may refuse or suspend exhibition by such Exhibitor. The Organizers shall not be responsible or liable for any damages or losses that may arise in such refusal or suspension, and the provisions of Article 14.3 shall apply with respect to penalties payable by the Exhibitors who commit such breach.

Article 22 Compliance with Japanese Laws and Regulations

The Regulations and related agreements and contracts shall be governed by and construed in accordance with the laws of Japan. 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 23 Resolution of Disputes

Any disputes that may arise with regard to or in connection with the Exhibition Contract or any and all other related contracts entered into by and between the Organizers and any Exhibitor shall be finally resolved by arbitration to be conducted in Tokyo, Japan in accordance with the arbitration rules of the Japan Commercial Arbitration Association. The award of the arbitrators shall be final and binding upon the Organizers and related Exhibitor.

Article 24 Official Language

The primary official language used for these Regulations and other related documents produced or released by the Organizers shall be Japanese.

Article 25 Issue of Uncertainty

The Organizers reserve the right to make final judgment on any matters that are unclear or are not prescribed in any of the articles of these Regulations.