

**GENERAL TERMS AND CONDITIONS**  
of  
EUROEXPO Exhibitions and Congress Development GmbH  
for Participation in  
Exhibitions of EUROEXPO LTD

**I. General:**

1. For the purpose of these General Terms and Conditions (hereinafter referred to as "GTC") the following terms shall mean:

Distributor – EUROEXPO Exhibitions and Congress Development GmbH

Organizer – EUROEXPO LTD

Exhibition – an exhibition organized by the Organizer.

Exhibitor – a person who intends to participate in an exhibition by displaying an exhibit.

Application Form (for Participation in an Exhibition) – a registration form provided by the Distributor which is the basis for the participation of the Exhibitor in an Exhibition of the Organizer.

These GTC shall apply to all exhibitions offered by the Distributor, which are organized by the Organizer in the Russian Federation. By filing an Application Form for the Participation in an Exhibition provided by the Distributor, an Exhibitor accepts the responsibilities as provided in these GTC expressly.

2. An exhibit may be placed in an unequipped exhibition area, or if applied by the Exhibitor, on an equipped exhibition stand. If the Exhibitor places his exhibit in an unequipped exhibition area, he has the right to place an exhibition stand constructed by himself or any other person at the Exhibition. The size of the exhibit is specified by a written agreement regarding the placement of a stand.

If the Exhibitor places his exhibit in an unequipped exhibition area, he is responsible to place an exhibit during the time frame determined by the Distributor/Organizer for each Exhibition. In this case the Exhibitor is responsible for the construction and installation of the exhibition stand, as well as for dismantling and removal of the exhibits and the stand from the exhibition area by the end of the exhibition. He is also obliged to clean the exhibition stand area in the time frame determined by the Distributor/Organizer. In this case, business relations to the owner of the exhibition space, concerning installation and dismantling work, will be regulated by the Exhibitor and the owner of the exhibition space (or any other company empowered by the owner).

If the Exhibitor places his exhibit in an equipped exhibition area, apart from the services mentioned in point I.3, he will be provided with an exhibition stand constructed and equipped in accordance with samples specified by the Distributor/Organizer for each Exhibition.

If the Exhibitor places his exhibit on the standard equipped exhibition stand, the Exhibitor will be responsible for placing as well as for the removal of his exhibit from the exhibition area by the end of the exhibition in the terms set by the Distributor/Organizer.

3. Upon the order of this service by an exhibitor he is also provided with:

- general security of an exhibition area;
- obligatory publishing of a text in an official catalogue of an exhibition. The size of the text is determined by the Distributor/Organizer and the restrictions regarding the text are imposed by the Distributor/Organizer;
- obligatory publishing of a text in an internet catalogue on the website of the exhibition. The size of the text is determined by the Distributor/Organizer and the restrictions regarding the text are also imposed by Distributor;
- passes for stand assistants (the number of the passes is determined by the Distributor/Organizer);
- general promotion of an Exhibition in specialized magazines, radio, television, as well as on billboards in the city in which an Exhibition is organized;
- waste and package disposal during an Exhibition, installation and dismantling;
- general cleaning of an exhibition space;

Other services are defined by the Organizer for each Exhibition separately.

## **II. Registration for the participation in the exhibition**

1. In order to participate in an exhibition, the Exhibitor establishes a contract relationship with the Distributor on the basis of the written Application Form provided by the Distributor which has to be confirmed by the Distributor according to this GTC, or on the basis of an agreement between the Exhibitor and the Distributor. The Application Forms will be defined by the Distributor for each exhibition.

An entity desiring to participate in an exhibition according to the general terms contemplated by this GTC and by documentation included in the Manual, communicates to the Distributor an official application for participation which has to be signed by the legal representative of the entity and should be furnished with the company stamp.

Amended application forms will not be accepted by the Distributor. Applications containing condition clauses will only be accepted upon the written consent of the Distributor. Applications for services will only be accepted by the Distributor if the respective application form is completely filled in.

The Distributor will as far as possible consider the choice of an exhibitor regarding the location of an exhibition stand. The Organizer bears no responsibility for the exclusion of competition.

2. After the confirmation of the application the Distributor is entitled to change the location and the size of the exhibition area made available to the Exhibitor due to technical or organizational reasons. The Distributor has to inform the Exhibitor of such amendment in the adequate time period.

The Distributor communicates to the Exhibitor the confirmation of the participation in an exhibition after he receives the application form. An agreement concerning the participation of the Exhibitor in an exhibition is deemed to be established after the communication of the confirmation by the Distributor. The communication of the invoice containing the costs for the services of placement of the exhibits in an Exhibition to the Exhibitor is deemed to be the confirmation of participation.

Prior to the confirmation the Distributor has the right:

- to reject the participation;
- to reduce the size of an exhibition area for which the Exhibitor made an application or to change an exhibition area;
- to reject the placement of an exhibit which do not confirm with the subject of the Exhibition;
- to exclude any firm (entity) from the list of participants in the case of cooperative exhibition.

The Distributor and the Exhibitor agree to exchange documents through mail, facsimile and electronic mail in process of prearrangement and during the Exhibition. The originals of the documents have to be submitted after these had been communicated via facsimile or electronic mail.

3. An Exhibitor who intends to participate in an Exhibition using other terms and conditions than this General Terms and Conditions concludes with the Distributor a special agreement regarding services in connection with placement of the exhibits, which contains the special terms and conditions agreed upon between the Distributor and the Exhibitor.

## **III. Subcontractors, collective participation, subjective participation**

1. In cases set out in an agreement between the Organizer and the Distributor, the Exhibitor has the right to place the part of the exhibition area at the disposal of third parties. In such cases the Exhibitor has to pay a registration fee for each subcontractor, who will be defined in advance. The Exhibitor has to obtain a permission of the Distributor for admission of the subcontractor to the Exhibition for relocation of subcontractor's exhibition area, as well as for carrying out graphical works with consideration of color and type standards. Subcontractor is an entity which shares an exhibition stand together with the Exhibitor. The Exhibitor bears all the costs for his participation in an Exhibition, as well as the costs for the participation of the subcontractor in an Exhibition.

2. If the subcontractor shares an exhibition stand with the Exhibitor without prior permission of the Distributor, the Distributor has the right to dissolve the agreement unilaterally and to dismantle the exhibition stand at the costs of the Exhibitor. In this case the Exhibitor accepts to bear the costs. The Distributor will not accept any complaints from the Exhibitor regarding the costs. The Exhibitor is not

entitled to sue for damages or losses he may have or to claim back the payment he has made to the Distributor totally or partly.

#### **IV. Service fees, payment conditions**

1. The payment for the participation will be performed on the basis of the invoices issued by the Distributor in accordance with the sum and the terms specified in the invoice. The payment has to be performed in the fixed time and will be performed by means of transfer of the required sum to the bank account of the Distributor. Bills will not be accepted. The right to use the exhibition stand is only guaranteed if all set payment terms were met. Noncompliance by the Exhibitor with the set terms gives the Distributor the right to dissolve the agreement with the Exhibitor.

2. If the Exhibitor does not comply with the set terms of payment, the Distributor has the right to place the exhibits on another exhibition stand than the one booked by the Exhibitor or to exclude the Exhibitor from the participation in an Exhibition. The procedure of payment on the basis of agreements regarding participation in an Exhibition is stipulated in the respective agreement between the Exhibitor and the Distributor.

#### **V. Withdrawal from the participation in an Exhibition**

Unilateral withdrawal of the Exhibitor from the participation in an Exhibition, as well as unilateral reduction of the exhibition area through the Exhibitor will not be accepted after the Exhibitor has received the confirmation from the Distributor. The Exhibitor who wishes to withdraw from the participation in an Exhibition is obliged to send his respective proposal to the Distributor. The parties decide upon this proposal in accordance with the agreement between them.

#### **VI. Cancellation or postponement of an exhibition**

The Distributor will inform the Exhibitors if an exhibition is cancelled or the terms of an Exhibition are changed. In such case the obligations of the Distributor will be postponed for an adequate period of time or will cease to exist. The Distributor has the right to retain the costs paid by the Exhibitor which were spent on the organization of the Exhibition at the moment of its cancellation. The Exhibitor is not entitled to claim compensation for his losses in connection with the cancellation or postponement of an Exhibition.

#### **VII. Duties of the Organizer**

##### ***a) In case of placement of the exhibits on the unequipped exhibition area the duties of the Distributor/Organizer are:***

- to allow the Exhibitor to start placement of the exhibition stand and of the exhibits on the unequipped exhibition area at the beginning of the construction determined by the Distributor/Organizer;
- to reconsider the project of the exhibition stand provided by the Exhibitor and agree upon (or to reject the placement of the stand explaining the reasons for such rejection) the placement of the exhibition stand and installation of the water and electricity supplying facilities;
- to provide the Exhibitor with other services in connection with the placement of the exhibits on the unequipped exhibition area according to the list of services prepared by the Distributor for each individual Exhibition.

##### ***b) In case of placement of the exhibits on the standard equipped exhibition stand, the duties of the Organizer are:***

- to provide the Exhibitor with the standard equipped exhibition stand, with the area and the equipment in accordance with the application of the Exhibitor and to construct and equip the standard exhibition stand;
- to provide the Exhibitor with other services in connection with the placement of the exhibits on the standard equipped exhibition area according to the list of services prepared by the Distributor for each individual Exhibition.

#### **VIII. Duties of the Exhibitor**

1. The Exhibitor is obliged:
  - to provide the Distributor/Organizer with information and advertisement materials for the purposes of placement of these materials in a catalogue of an Exhibition and in an internet catalogue. The Distributor/Organizer defines the required quantity of materials as well as the time period and the form in which the materials have to be provided;

- to organize delivery of his exhibits and of other belongings to an Exhibition and their placement on the stand in the time frame determined by the Distributor/Organizer;
- to comply with the security rules in the course of an Exhibition and with the rules of fire safety and electricity safety as well as the rules set for the Exhibitors by the Distributor, the Organizer and the owner of the exhibition area;
- not to allow third parties to work on the stand, to switch on or to switch off electric devices and not to let the stand without any control during the period of an Exhibition;
- not to assign the rights and obligations in connection with participation in an Exhibition to the third parties:

2. After expiration of the installation period it is prohibited to transport goods in the area of the Exhibition in the working hours of the Exhibition and to carry out installation or dismantling works. Removal of the exhibits and of other belongings of the Exhibitor will only be allowed after the closing of the Exhibition. The Distributor/Organizer does not bear responsibility for the property of the Exhibitor which is left on the stand in absence of the Exhibitor.

The Exhibitor is obliged to hand back the exhibition area and the exhibition equipment in the same condition in which he had received. The Exhibitor bears the costs for clean up of the stand and for possible repair of the exhibition equipment.

3. If it is not possible to dismantle exhibits (and in cases where the exhibition stand was constructed by the Exhibitor if it is not possible to dismantle the exhibition stand) in the set terms, the Distributor/Organizer dismantles exhibits at the expenses of the Exhibitor (the stand and other belongings) and places exhibits and other belongings of the Exhibitor in a storehouse on the costs of the Exhibitor. The Distributor/Organizer does not bear responsibility for the Exhibitor's or third party's property. The property will be returned by the Distributor/Organizer after the Exhibitor has satisfied the Distributor's and Organizer's claims concerning payments in connection with dismantling of exhibits, storage of property as well as losses in connection with expiration of dismantling period or penalty.

4. Exhibition areas which will not be occupied by the Exhibitor until 7 p.m. on the day of occupation of the exhibition area will be deemed as not occupied and the Distributor/Organizer has the right to reallocate it.

5. Apart from that:

**a) In case of placement of the exhibits on the standard equipped exhibition area the duties of the Exhibitor are:**

- to use the exhibition stand constructed by the Distributor/Organizer and the stand equipment belonging to the Distributor/Organizer in accordance with its purpose and not to damage exhibition property;
- at the end of the Exhibition to clear the stand from belongings of the Exhibitor in the time period defined by the Distributor/Organizer;
- to compensate damage of the stand, of the stand equipment or of the construction of the stand caused by the Exhibitor or by third parties.

**b) In case of placement of the exhibit items on the unequipped exhibition stand the duties of the Exhibitor are:**

- to provide the Distributor with the plan and development scheme of the exhibition stand indicating the height and estimated capacity of electricity consumption in the time period determined by the Distributor;
- to charge competent specialists and entities with construction and installation of the stand and of the exhibits. The specialist must hold respective licences and respective certificates and be allowed by the Distributor to have access to an Exhibition. During the construction and installation of the stand the Exhibitor has to use materials and equipment which conform with the requirements of safety regarding electricity, fire and with sanitary requirements.
- If requested by the Distributor, the Exhibitor has to disclose all the documents (licences, certificates, certificates concerning hygienic requirements and fire safety requirements as well as other certificates), which are the basis for performance of works and the usage of materials and equipment.
- to display exhibits which go conform with the concept of an Exhibition;
- Installation of the exhibits has to be completed in the term set by the Distributor/Organizer for each individual Exhibition. After expiration of the time period set for installation and before the official closing

of an Exhibition the installation works can only be performed if the Distributor gave his permission in the written form.

- to perform dismantling works and to remove the exhibits from the exhibition area, as well as to clean the exhibition space in the time period set for dismantling.

## **IX. Technical support**

Technical support of an exhibition is provided by the contractor who is mandated by the Organizer for each individual exhibition. In cases defined by the Manual the exhibitor has to contact the contractor for obtaining the needed support.

## **X. Installation and dismantling of the stands through the Exhibitors or by third parties**

1. Installation of the exhibits begins in the time period defined by the Distributor/Organizer and has to end on the time period set by the Distributor/Organizer for each individual Exhibition. Packing material and other garbage left after installation/dismantling of exhibits has to be removed from the exhibition area. Dismantling of the exhibits may only be performed after an official end of an Exhibition. Installation and dismantling of the exhibits as well as delivery and removal of other belongings of the Exhibitor has to be performed by the Exhibitor.

2. In case of performance of installation and dismantling works by the Exhibitor or by the third party, the Exhibitor has to obtain permission for the performance of installation and dismantling works in the time period of two month before the beginning of an Exhibition. The rules for permission for the performance of installation and dismantling works are set by the Distributor/Organizer. Expiration of a time limit for obtaining the permission is a ground for rejection to permit the Exhibitor or the third party to start installation and dismantling works.

In order to obtain the permission, the Exhibitor or the person performing installation and dismantling works has to provide required licences concerning performance of the respective works, such as certificates of capability, certificates concerning hygiene, fire safety of the used materials and equipment. The Exhibitor must provide the list of electricians involved, signed by the person in charge for electric devices and the copies of the electricians' personal IDs signed by the manager. The electricians must possess the electric security license to level no lower than 3 of the Russian Federation and the person in charge for electric devices must possess the electric security license to level no lower than 4 of the Russian Federation. The Exhibitor has to provide the copy of the record book for controlling the qualification of the electricians and the copy of the document concerning appointment of the person in charge for electric devices, both signed by the manager.

3. Apart from that, the Exhibitor is obliged to provide: schemes of the stands, schemes of electricity projects indicating required tension, schemes of sanitary facility installations and schemes of lines for communication and of lines for telecommunication equipment. These have to be provided for coordination two months before the set term for the beginning of installation and dismantling works in two exemplars.

4. The Distributor retains the right to reject the installation of the stand planned by the Exhibitor (ordered by the Exhibitor) if the stand does not fit the geometrical parameters of the exhibition building, requirements of fire safety, the norms of energy consumption, requirements set by the owner of the exhibition area and if the engineering design of the stand, materials or equipment used in the course of its construction and installation is not capable to guarantee safety during the installation and dismantling and during the usage of the stand.

5. The Exhibitor and the third parties are not allowed to pollute the exhibition area in the course of performance of the stand installation/dismantling works or to pollute or damage other stands.

Fastening of advertisement material or of other items to the ceiling is only permitted with prior written consent of the Distributor/Organizer.

An equipment used by installation of the stands has to meet requirements of fire safety and of electrotechnical safety, shall not constitute any danger for life and health and shall not pollute the exhibition area and the air in the building. The highest noise pressure generated by the working equipment may not exceed 75 decibel.

In the exhibition area it is not allowed to:

- deliver wood-working equipment or plank timber and to perform saw, planing and other joiners works for fabrication of exhibition stand parts;
- perform paint coating works for painting of the exhibition stand under construction;
- lay the paint, varnish, glue or other coating which is hard to remove from the floor, walls and pillars of the exhibition rooms;
- drill holes in floors, walls, pillars and other parts of exhibition rooms or damage them in any other way.

6. The Exhibitor is obliged to provide exhibition equipment with electricity panelboard equipped with safety mechanism which conforms with design load. Such panelboard has to be provided separately for illumination cell and for technical equipment. The sanitary ware which exploits compressed air shall be equipped with fitting adapters complying with standards of the producer country. The persons authorized by the Exhibitor and service providers authorized by the owner of the exhibition area shall sign an agreement concerning distribution of liability for exploitation of electric facility.

#### **XI. Safety rules:**

1. The Exhibitor is obliged to comply with the rules of fire safety, safety regarding electricity cables and sanitary rules on site in the the Russian Federation The Exhibitor bears liability for compliance with these safety rules.

2. In order to prevail violation of the rules of technical and fire safety during the exhibition and during installation and dismantling works the Exhibitor is obliged:

- to comply with requirements set by the Distributor/Organizer and by administration of the exhibition area which derive from the rules of technical and fire safety and safety concerning electric facilities as well as sanitary rules;
- to sign exhibits which require higher safety requirements in the exhibit list. The Exhibitor is liable for damages to the Distributor`s/Organizer`s or third party`s property, and for violation of Distributor`s/Organizer`s or third party`s property rights and intellectual property rights caused in connection with display of the exhibits. Potentially dangerous subjects and agents which will not be mentioned by the Exhibitor in the exhibits` list or placed without consent of the Distributor/Organizer may be removed by the Distributor/Organizer from an Exhibition on the costs of the Exhibitor.
- Display of motor vehicles and of other potentially dangerous subjects is only permitted in case of consent of the Distributor/Organizer and in compliance with the following requirements:
  - The motor vehicles may only be displayed with empty tanks.
  - The Exhibitor is obliged to fix the motor vehicles in order to prevent spontaneous movement of the vehicles.
  - Neither the Exhibitor nor the exhibition visitors may start displayed motor vehicles on an Exhibition. The Exhibitor has to block the vehicles in order to prevent their starting.
- Dangerous subjects may not be left on the stand without supervision.
- The Exhibitor is obliged to fence all exhibits and especially moving mechanisms in order to provide safety of the personell and of the visitors. The Distributor/Organizer has to be notified of usage of gas, inflammable materials and other agents, which constitute danger. These stuff may not be used without prior written consent of the Distributor/Organizer.
- Caustic and toxic liquids and gases, storage tanks with compressed and liquified gases (except fire extinguishers), radioactive, explosive and inflammable subjects may not be held on an exhibition. If the exhibits feature mentioned characteristics, the Exhibitor has to replace them by inactive models. It is prohibited to demonstrate the work of inflammable and explosive instruments and mechanisms, as well as of instruments and mechanisms which use the mentioned agents.
- If pharmaceutical agents will be displayed on an Exhibition, the Exhibitor is obliged to replace narcotic and psychotropic agents and drugs by safe models.

Display of arms and of munition (and of components thereof) is only allowed with consent of the Distributor/Organizer. Only the Exhibitors holding required licences may display arms with consent of the Distributor/Organizer. The Exhibitor has to guarantee safe storage of mentioned items and comply with the provisions and rules in force on site. The Exhibitor has to make sure that third parties will not have any access to the mentioned items. It is prohibited to display operable examples of arms and of munition. The mentioned items have to be replaced by the models or have to be demonstrated in an inoperative condition. It is prohibited to demonstrate the functioning of firearms, airguns and propellant weapons.

Demonstration of functioning of electrical and motorized instruments and mechanisms is only allowed upon condition that the Distributor/Organizer consents to it in written form and that safety of the personell of the Exhibitor and of third parties is guaranteed.

It is not allowed to demonstrate the functioning or use of loudspeaker and noisy installations, which impede the normal work of an Exhibition.

The Exhibitor is obliged to switch off all electronic devices on the stand out of working hours of an Exhibition. It is prohibited to smoke outside of specially signed areas and to use open flame or electric heating devices on an Exhibition.

3. In case of violation of these conditions the Distributor/Organizer of an Exhibition retains the right to remove from the stand the items which do not meet the mentioned requirements or constitute danger in Distributor's/Organizer's view.

The Exhibitor bears responsibility for eventual damages caused by his exhibits and other property to life, health, property of personnel of the Exhibitor, of the Distributor/Organizer or of third parties. The Exhibitor bears all the costs in connection with firefighting on a display.

## **XII. Advertisement**

1. An advertisement placed or distributed by the Exhibitor on an Exhibition including placing of advertisement by means of mass media, in a catalogue of an Exhibition, in internet catalogue, on the website of an Exhibition, outdoor advertisement and so on, have to comply with the legislation of the Russian Federation: Federal Act dated 13.03.2006 Nr. 38 "regarding advertisement", Federal Act dated 25.09.1998 Nr. 158 "regarding licensing of separate business activities", Federal Act dated 27.12.2002 Nr. 184 "regarding technical regulation" including legislation regarding copyright and related rights. If an advertised activity requires a license, the Exhibitor is obliged to provide the Distributor/Organizer with license or with notarized copies thereof. In such case an advertisement has to mention the number of respective licenses and the name of an organ which issued the license.

If it is obligatory to certify the goods advertised by the Exhibitor, an advertisement concerning such goods has to be signed with the words "obligatory certification required".

Printed products and advertising material may only be distributed on the stand of the Exhibitor. Advertisement outside of the exhibition stand may only be distributed on the ground of an agreement with the Distributor and will be charged separately. It is not allowed to sell the samples and to distribute goods and exhibits.

The Exhibitor obligates himself not to place or distribute on an Exhibition advertisement (samples of goods and of other informative advertisement materials) which may not generally be distributed, may not be distributed in the moment of its distribution, or may not be distributed to certain parties according to the law of the Russian Federation.

2. The Exhibitor is obliged to remove advertisement which will be discovered by the Distributor/Organizer and which may not be distributed according to the law of the Russian Federation. If the Exhibitor will not remove the mentioned advertisement despite the request of the Distributor/Organizer, the Distributor/Organizer has the right to remove it by himself. The Exhibitor is obliged to compensate to the Distributor's/Organizer's losses in connection with distribution and placing of the mentioned advertisement.

3. By distribution of advertising and informative materials on an Exhibition the Exhibitor guarantees that his advertising and informative materials including photographs, images of persons and subjects, names, trade marks, names of producing country, manufacturer's marks, logotypes and so on, comply with the requirements of the law of the Russian Federation. Compliance with requirements of the law of the Russian Federation has to be guaranteed with regard to content of the advertisement, with regard to the way of distribution, time of distribution and means of distribution of advertisement. Advertising and informative materials of the Exhibitor may not violate the rights and interests of the third parties (including copyrights and related rights, intellectual property rights, name rights and personal intellectual property rights).

All the claims of third parties related to violations of the law of the Russian Federation and of the rights of third parties in connection with distribution of advertisement of the Exhibitor on an exhibition have to be satisfied by the Exhibitor in his own name and on his costs.

In case of claims of third parties against the Distributor/Organizer which are related to violations of the law of advertisement and of the rights and interests of third parties by distributing and producing advertisement (and if these violations are not result of amendment of advertisement by the Distributor/Organizer), the Exhibitor has to compensate all the losses to the Distributor/Organizer, including the costs of court procedures, penalties, compensation payments (to be paid as a result of court decisions, as well as a result of out of court agreements and of amicable settlements) and the loss of profit.

### **XIII. Responsibility and insurance**

1. The Exhibitor bears responsibility in connection with compliance with GTCs including the terms of filing of required materials and technical safety rules, fire safety rules and the rules of safety in connection with electricity, with sanitary rules and for all unlawful actions according to the law of the Russian Federation.
2. The Exhibitor obligates himself not to file any claims against the Distributor/Organizer in case of injuries of official representatives of the Exhibitor and of other people working for the Exhibitor or invited by him as well as for claims in connection with losses and with damages of the equipment.
3. The Distributor supports the Exhibitor in concluding insurance agreements regarding his exhibits and personnel. The Exhibitor bears the costs for the insurance.
4. If applied by the Exhibitor, the Distributor provides protection of the stand for the Exhibitors' costs.
5. The Distributor/Organizer will inform the Exhibitor of postponement of an Exhibition in advance and does not bear responsibility for losses of the Exhibitor caused by the postponement of an exhibition.
6. In case of rejection of the Exhibitor to participate in an exhibition after receipt of confirmation of the Distributor for participation, the Exhibitor is obliged to pay the following penalty:
  - The Exhibitor has to pay the penalty amounting to 50 % of the price of services ordered by the Exhibitor, if he notifies the Distributor of his absence from an Exhibition earlier than two months before the beginning of an Exhibition;
  - The Exhibitor has to pay the penalty amounting to 100 % of the price of services ordered by the Exhibitor, if he notifies the Distributor of his absence from an Exhibition later than two months before the beginning of the Exhibition.

This provision applies also in case if the Distributor assigns the exhibition space to another Exhibitor.

7. If the construction of the exhibition stand (constructed by the Exhibitor or by the third parties) will not be finished in the time period set for installation, the Exhibitor will have to pay the penalty amounting to 1 % of the price of services ordered by the Exhibitor for each hour of default plus compensation for the caused damages.

If the Exhibitor does not comply with the terms set for dismantling of the exhibits (including exhibits, an exhibition stand, cleaning of the exhibition stand space), the Exhibitor will have to pay the penalty amounting to 1 % of the price of services ordered by the Exhibitor for each hour of default plus compensation for the caused damages.

In case of violation of these GTC with regard to the movement of goods in the exhibition area in the working hours of an Exhibition after the official closing of an exhibition, as well as with regard to installation and dismantling works after official opening of an exhibition, the Exhibitor will have to pay the penalty amounting to 5 % of the price of services ordered by the Exhibitor for each hour of default plus compensation for the caused damages.

### **XIV. Catalogue**

To the opening of an Exhibition an official catalogue will be issued. The Exhibitor is obliged to place the standard information about his firm (entity) in the catalogue. The Exhibitor obliges himself to provide in time required advertisement and informative materials for the catalogue, for informative materials and for other advertising materials. If the information will not be provided in the set time period, the Distributor/Organizer



places in the catalogue general information about the firm of the Exhibitor according to the data at the Distributor's/Organizer's disposal.

#### **XV. Transportation**

According to the exhibition logistic norms, the Organizer appoints an official forwarder who will be responsible for transportation issues in order to guarantee the best organization and coordination of actions of logistic services. The Exhibitor may ask the forwarder's office for logistic and loading services. Logistic services will be provided by the forwarder's office during the installation works on an Exhibition. All Exhibitors will receive from the forwarder's office information about transportation including the terms of delivery, tariffs and rates.

#### **XVI. Final provisions**

No amendments and additions to this GTC shall be effective unless the same shall be in writing signed by the contracting Parties, unless not otherwise regulated in this GTC.

If any one or more of the provisions of this GTC should be invalid or ineffective or become ineffective due to later circumstances or if the parties mutually agree that there is a loophole in this GTC, the validity of the remaining provisions shall not be affected thereby. In such case the GTC shall be supplemented by valid provisions corresponding to the legal and economic purpose of the invalid or incomplete provisions.

The Exhibitor is obliged to comply with the Law of the the Russian Federation being in the country and at the Exhibition.

The contractual relationship between the parties shall be governed exclusively by the substantive Law of the Republic of Austria excluding any conflict of law provisions and UN Sales Convention. This shall also apply to the issue of the conclusion as well as to the legal consequences of its after-effect. Exclusive Place of Jurisdiction and Venue is the competent Commercial Court in Vienna. The English language is the language of this GTC.