

Exhibition Regulations - Japan Aerospace 2016

Section 1 General

Article 1 Name

The English official title of this exhibition is "Japan International Aerospace Exhibition 2016", also known as "Japan Aerospace 2016", or abbreviated to and referred to hereinafter as "JA2016".

Article 2 Organizers

1. The joint Organizers of JA2016 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 JA2016.

Article 3 Exhibitors

1. The Organizers reserve the right to choose which organizations, companies or parties may exhibit at JA2016 (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 JA2016.
3. The Organizers may refuse exhibitions proposed by an Exhibitor if they consider it to be not fit for the objective of JA2016. In such case the Organizers shall have no responsibility for any damages which may arise from such refusal.

Article 4 JA2016 Office

1. The Organizers have created the "Japan International Aerospace Exhibition Office" (hereinafter referred to as "JA2016 Office") within the premises of Tokyo Big Sight Inc. to manage JA2016.
2. The Organizers may assign or transfer any of the rights and authorities for the operation and administration of JA2016 to JA2016 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 JA2016, 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 JA2016 Office.
2. After confirming the contents of the application, JA2016 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 JA2016 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 Confirmation of Application

Exhibitors who have received the Application Confirmation letter (other than the full or supporting members of The Society of Japanese Aerospace Companies, a general incorporated association) must pay an amount equal to 10% of the amount of Exhibition Fees (hereinafter referred to as "Application Deposit") by remittance to the bank account specified in Article 9 hereof within 30 days from the day the Application Confirmation letter has been issued. Any banking charges and other cost related to the payment shall be borne by the Exhibitors.

Article 7 Payment of Exhibition Fees

Notwithstanding Article 6, Exhibitors must pay the balance of the Exhibition Fees (hereinafter referred to as the "Balance") by remittance to the bank account designated in Article 9 by May 31, 2016. Any banking charges and other cost related to the payment shall be borne by the Exhibitors.

Article 8 Exhibition Fees

1. Exhibition Fees must be paid in Japanese currency.
2. In case the Exhibitors are full or supporting members of The Society of Japanese Aerospace Companies, a 10% discount may be applied to the Exhibition Fees.
3. In case the Exhibitors are national or local government offices, non-profit organizations, independent administrative agencies, public service corporations or entities such as schools and/or the foreign embassy, a 20% discount may be applied to the Exhibition Fees for such Exhibitors.
4. In case an area of 36m² or more is required to exhibit actual display, or scale models, the exhibit is deemed to be large exhibits (hereinafter referred to as the "Large Exhibit(s)"). A 50% discount may be applied to the area used for Large Exhibits (full length x full width).

Article 9 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 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, and the order in which Application Forms are received.
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 2016 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 JA2016 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 JA2016 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 JA2016 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 JA2016 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 JA2016 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 JA2016 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 between October 30, 2015 and May 31, 2016: 10% of the Exhibition Fees
 - 2) In case the Exhibition Cancellation Date falls on or after June 1, 2016: 100% of the Exhibition Fees
2. In case the sum of the Application Deposit and the Balance which had been paid by the Exhibitors (hereinafter referred to as the "Total Amount Previously Paid") falls short of the amount of the Cancellation Fees, the Exhibitors shall immediately pay the amount of shortage. In case the Total Amount Previously 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 JA2016 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 JA2016, 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 Application Deposit or 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 after October 30, 2015 and May 31, 2016: 10% of the Exhibition Fees
 - 2) In case the Exhibition Cancellation Date falls on or after June 1, 2016: 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 hooligan 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 JA2016, 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 JA2016

1. Should the Organizers determine that the holding or continuation of JA2016 is impossible or difficult due to a Force Majeure cause, the Organizers may decide to cancel or temporarily suspend the operation of JA2016. 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 flight) and/or by the fact that the Exhibitor has exhibited itself at JA2016.

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

1. The exhibition area of JA2016 is designated as a bonded zone. Therefore, all exhibitors that will display bonded goods in the zone shall submit the specific form "Details of Bonded Goods" (see the web page) by May 31, 2015. If such form does not reach JA2016 Office by that date, any exhibits will not be allowed to be displayed.
2. At the completion of JA2016, in general, the bonded goods must be returned to the shipper.
3. Any bonded materials, advertising materials, food and beverages, etc. brought into Japan that are to be sold, distributed or otherwise left in Japan during or after JA2016 must pass through all necessary customs procedures imposed by the Japanese government. Exhibitors are solely responsible for compliance with customs procedures.
4. Although the Exhibitors may use any customs agents and forwarders during delivery of their cargoes up to the exhibition site, they shall use the following company for handling (including customs clearance and transportation) of bonded cargoes in the exhibition site.

Name of the customs agents and their contact information, etc. will be indicated in the official WEB site around the end of December 2015
<http://www.japanaerospace.jp>

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.