

22–24 September 2020

IEC «Crocus Expo», Moscow

APPLICATION AND CONTRACT FOR PARTICIPATION**1. ORGANIZER****Deutsche Messe RUS**

TIN / KPP: 7707742458 / 774301001

125130, Moscow, Russia, Staropetrovsky
proezd 11, bld. 1, office 78**Contacts:****Nadezhda Talanova**nadezhda.talanova@messe-russia.ru
+7 (495) 150 49 00 ext. 5**Robert Bakirov**robert.bakirov@messe-russia.ru
+7 (495) 150 49 00**2. EXHIBITOR**

Company Name

TIN

KPP

Company address (including postal code, city and country)

Contact person

Phone

Cellphone

E-Mail

Brands

Please describe the products or services you plan to display

3. COST OF PARTICIPATION (IN EUROS, EXCLUDING VAT)**3.1. Exhibition area**Price, m²Number of m²

Subtotal

3.1.1. Raw space**210 EUR****3.1.2.** Space + Shell scheme «Standard» equipment**285 EUR****3.1.3.** Space + Shell scheme «Comfort» equipment**375 EUR****3.1.4.** Space + Shell scheme «Premium» equipment**420 EUR****3.1.5.** Second floor (upon request)**105 EUR**

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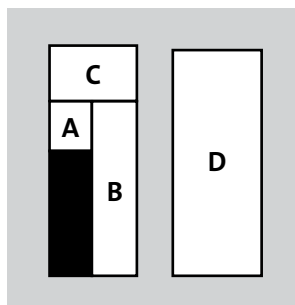
3.2. Stand type – please, choose one option

A – Row stand opened one side

B – Corner stand opened two sides

C – End stand opened on three sides

D – Island stand opened on four sides



Surcharges

Subtotal

0%

10%

15%

20%

3.3. Registration fee

3.3.1. Exhibitor registration fee

Price

370 EUR

Quantity

Subtotal

3.3.2. Co-exhibitor registration fee

370 EUR

3.4. Exhibitor's advertising in visitor manual

3.4.1. Exhibitor's logo next to company description

Price

55 EUR

Quantity

Subtotal

3.4.2. Exhibitor's logo on the floorplan

180 EUR

3.5. Total cost

The total cost of participation is calculated as the sum of the subtotal costs of the services selected above (Subject to increase for the sum of the VAT)

Total**Total incl. VAT (20%)****4. EXHIBITOR AGREEMENT**

To all the exhibits on display, we either own the intellectual property rights, or have the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, we will remove the infringed exhibits from display immediately and will not use this reason to request back any participation fee.

5. DECLARATION BY THE EXHIBITOR

We agree that this application, when approved by the organizer, shall constitute, together with the terms and conditions for participation agreed in this document, and any additions which may be made pursuant to the said terms and conditions, a valid and legally binding contract. We have read and hereby fully agreed to the terms and conditions for Participation. Signing below we hereby consent to Deutsche Messe RUS sending information to the above email address on the trade fair and on companies and products/services at the trade fair. You may have us delete this at any time.

Name Authorized Signature

Position

Signature

Date

Organizer's use only:

Signature of organizer

6. TERMS AND DEFINITIONS

Unless otherwise explicitly stated in these general terms of participation in TRANSPACK 2020 (hereinafter referred to as “General Terms”) and in this application form for participation in TRANSPACK 2020, the following terms and definitions shall apply:

“**Event**” means TRANSPACK 2020, exhibition period from 22.09.2020 to 24.09.2020;

“**Organizer**” means Deutsche Messe RUS (125130, Moscow, Staropetrovsky proezd 11 bld. 1, office 78);

“**Exhibitor**” means a person, who has indicated her intention to participate in the Event by addressing the Contract-Application Form to the Organizer and will pay participation costs;

“**Contract-Application Form**” means this Contract-Application Form for participation in the Event;

“**General Terms of holding Events at the Crocus Expo International Exhibition Centre**” means requirements of the owner of the exhibition venue, mandatory for compliance by all Exhibitors.

7. EXECUTION OF THE CONTRACT

7.1. The Contract shall be made by the Organizer’s acceptance of the submitted Contract-Application Form which constitutes the Exhibitor’s offer. The Contract shall be considered binding once the Organizer has faxed his acceptance of the Contract-Application Form. If the contents of the Organizer’s acceptance differ from the contents of the initial Contract-Application Form (the offer), the Contract shall be considered binding upon dispatch of the Organizer’s acceptance, unless the Exhibitor objects in writing within two weeks.

7.2. Submission of the Contract-Application Form (the offer) by the Exhibitor means his complete acceptance of these General Terms and his agreement to all of the conditions. Any amendments to the Contract must be submitted in writing in part of the Contract-Application Form upon mutual agreement of the parties.

7.3. The organizer shall rule on the eligibility of exhibitors by accepting or declining the application based on the compatibility of their range of exhibits with the product categories and the topic of the Event. Non-eligible products may not be exhibited unless these are absolutely necessary for the presentation or functioning of the eligible exhibits. The organizer shall allocate the exhibit and/or stand space in accordance with the compatibility of the registered exhibits to a particular trade fair or a specific topic and is not obligated to fulfill specific requests for allocation of a particular stand space. The Organizer reserves the right to deviate from the Contract conditions in part of the exhibition space allocation and arrangement, provided such deviation is imposed by necessary and reasonable causes. For the purpose of integrity of the general exposition of the Event and/or to prevent violation of the technical and other rules of stands placement, the Organizer has the right to notify the Exhibitor to change the location of his stand unilaterally, provided that such change does not entail changes in the area, type of stand, the total cost and other essential conditions of participation defined by this Agreement.

7.4. The offer and the acceptance shall be exchanged by fax. Fax communication shall be considered as due means of correspondence between the Organizer and the Exhibitor under these General Terms. Within 15 days of submitting the Contract-Application Form to the Organizer by fax the Exhibitor shall send the signed original Contract-Application to the Organizer by post or courier. The Organizer shall give the Exhibitor the signed original copy of the Contract on the first day of the Event. Upon request of the Exhibitor the signed original of the Contract can be sent to the Exhibitor before the event by post or courier.

7.5. In addition to the terms and conditions of this Contract-Application, any regulations, standards, programs and other conditions of which the Exhibitor is duly notified before the start of the Event shall be applied to govern the parties’ relations under these General Terms. The contract shall be effective until its conclusion when the parties have fulfilled their obligations. Upon rendering of services on the last day of the Event the organizer will hand over to the exhibitor the act of acceptance of services rendered, which shall be signed by representatives of both parties. If the exhibitor does not sign the act of acceptance of services rendered until the end of the event and there are no complaints in written form, the act of acceptance of services rendered is considered to be signed and the services to be rendered.

8. PARTICIPATION COSTS AND TERMS OF PAYMENT

8.1. A registration fee of 370 Euro, mentioned at p. 3.3.1 of this Contract-Application Form, must be paid to the Organizer. The registration fee includes following Services: registration and the organization of work of the Exhibition for the Exhibitor; insurance of the property interests connected with obligations, arising of causing harm to life, to health, work capacity and property in connection with rendering of services on the organization of the Exhibition; and also with operation of corresponding exhibition spaces for the period of the Exhibition; entries in Exhibition Guide and Webpage; visitor promotion (including manufacturing and distribution of complimentary tickets, information materials about the Exhibition, advertising of the Exhibition in mass-media and others); free exhibitor badges (1 per 3 m²), complimentary tickets.

8.2. The Exhibitor is permitted to register co-exhibitors by indicating in advance the co-exhibitor, mentioned at p. 3.3.2. of this Contract-Application Form. Each co-exhibitor is subject to 370 Euro registration fee which will be invoiced to the Exhibitor. Any firm which has its own personnel, exhibits and uses the stand space of the Exhibitor must be registered as a co-exhibitor. Co-exhibitors are subject to these General Terms of participation. The Exhibitor shall be responsible for informing the co-exhibitors of the exhibition rules and costs. If several exhibitors plan to occupy one stand jointly, they shall authorize a common representative in the Contract-Application Form. The form to be filled in when engaging co-exhibitors or a common representative is on page 2 of this contract application form.

8.3. Full cost for participation in the Event under the Contract shall be defined based on the size and type of stand space indicated in the Contract-Application Form.

In accordance with the terms of this Contract-Application Form, the Organizer renders the Exhibitor services for participation in the Exhibition, in particular for granting the right to place the Exhibitor's equipment on the raw area in the pavilion specified in clause 3.1.1. or for participation in the Exhibition on the equipped area - Space + Shell scheme (Costs includes general pavilion security, aisle cleaning and general lighting during the Exhibition), and the Exhibitor is obliged to pay for such services in a timely manner and to comply with the General Terms. Electricity connection and other technical connections are not included in the cost of raw space and shall be ordered and paid additionally.

8.3.1. The «Standard», indicated in cl. 3.1.2 of this Contract-Application Form is available from 9 m² and includes the space in the pavilion, carpet, side and rear walls of 2.5 m high, the construction elements of the stand with a height of 3.6 m (Mero R8 +), suspended fascia panel with the name of the company on the open sides of the stand, information counter (0.5x1x1.1 m), one round table, four chairs, three halogen floodlights, one 220 V socket, and trash bin. This package is available from 9 m² of equipped area. The stands less than 9 m² includes a limited list of equipment in accordance with the approved schemes of the equipped stands (available up on request). Electricity connection and other technical connections are not included in the cost of the equipped «Standard» and shall be ordered and paid additionally.

8.3.2. The «Comfort» and «Premium», specified in cl. 3.1.3. 3.1.4. of this Contract-Application Form is available from 9 m². Within the framework of the Comfort and Premium equipment and in accordance with the approved schemes of the equipped stands (available up on request), the height of the structures and walls of the stand, the color of the carpet, Oracal film covering can be chosen for paneling, the size and color of the fascia panel. The order for Comfort and Premium equipment is allowed no later than August 03, 2020.

8.4. All prices under these General Terms including addenda, as well as in the Contract-Application Form are subject to VAT under the rate established by the Russian legislation.

8.5. After the Contract-Application Form and its acceptance have been exchanged by fax the Contract shall be deemed as binding, the Organizer will issue the invoice to the Exhibitor. Payment under the Contract shall be made by the Exhibitor in 2 stages:

- 1) The Exhibitor shall pay 30% of the full cost of participation in the exhibition within 14 working days from the date of invoice.
- 2) The remaining 70% of the full cost of participation must be paid not later than 31st May of 2020.

If the Contract is made after 31st May of 2020 the full (100%) payment is due upon the receipt of the invoice.

8.6. Mode of payment:

Recipient: OOO Deutsche Messe RUS, Moscow

Bank: ZAO UniCredit Bank, Moscow Moscow 9, Prechistenskaya emb.

Account: 40702978300014334340

SWIFT CODE: IMBKRU MM

In the event that the payments specified in this paragraph were not completed on time, in connection with which the administrative measures were applied to the Organizer in the form of a fine (violation of the Federal law «On currency regulation and currency control» by 10.12.2003 n 173-FZ), the Exhibitor agrees to compensate all the losses within 10 (ten) working days from the date of the claim of the Organizer.

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9. EXHIBITION PERIODS AND PROCEDURES

9.1. The Event will take place from 22.09.2020 to 24.09.2020. Construction shall be carried out from 19.09.2020 to 21.09.2020 from 08:00 until 20:00. Dismantling will be carried out on 25.09.2020 from 08:00 until 20:00.

9.2. The Organizer reserves the right to cancel the event if it obviously appears to be uneconomic. The mutual obligations shall become void following such a cancellation, hereby the Organizer shall refund any payments received for services not yet rendered. Further, considering the fact, that all services offered are based on resources available, the Organizer shall be entitled to postpone or curtail the Event for substantial cause, such as labor strike, terror threats, government directive, social unrest and other. In this case the Contract shall be deemed executed for the new time period, unless the Exhibitor objects in writing within two weeks upon notification of such alteration. In any case, the Exhibitor shall not be entitled to any reduction of contractual fee with reference to such alteration.

9.3. Only registered exhibits may be displayed by the Exhibitor. The Organizer is entitled to remove exhibits that are not compatible with the initially declared product category, violate the principles of fair competition or infringe intellectual property rights of a third party.

9.4. The Exhibitor may appoint a third party to set up the exhibition stand or other actions, including those relevant in law, which is necessary for the Exhibitor's participation in the Event. Such appointment can be carried out by indicating the third party in the Contract-Application Form or authorizing him/her by power of attorney.

The Exhibitor agrees that the Organizer is entitled to keep, process or transfer data provided to him in compliance with legislation and the Organizer's lawful interests in extent necessary for the Event purposes.

10. PREMATURE TERMINATION. LIABILITY OF PARTIES

10.1. The Organizer may, at its discretion, accept an Exhibitor's partial or complete withdrawal from the Event after execution of a legally binding Contract subject to a cancellation charge. If the Exhibitor succeeds to prove that the Organizer either incurred to loss through such withdrawal or that the loss is actually less than the applicable charge, a respectively reduced charge will be accepted. The amount of cancellation charge shall be calculated on the basis of the point in time when the Organizer receives the notification of withdrawal and the Exhibitor's participation fee including stand space price and price of services rendered which would have been due. The exhibitor has the right to unilaterally refuse from lease of space in accordance with art. 620 of the Civil Code of RF without reimbursing any losses by sending a written notification about it not later than 9 (nine) months before the beginning of the Exhibition, or after the above date upon payment of the following compensation to the Organizer: 10% of the total cost of participation - in case such notification is sent during the period from 9 (nine) to 6 (six) months before the beginning of the Exhibition; 50% of the total cost of participation - in case such notification is sent during the period from 6 (six) to 3 (three) months before the beginning of the Exhibition; 100% of the total cost of participation - in case such notification is sent less than 3 (three) months before the beginning of the Exhibition.

10.2. Irrespective of the right to bring further claims for damages, the Organizer is entitled to withdraw from or terminate the Contract if the

Exhibitor does not meet his obligations, in particular, payment obligations after expiration of payment deadline. This also applies if the Exhibitor does not meet, or no longer meets, prerequisites for concluding the Contract, particularly if the Exhibitor has altered its product range in such a way that it is no longer compatible with the product range and cannot be displayed in the Event. The same applies in case when the Exhibitor ceases payment or an application is made for a judicial insolvency procedure in his respect, or if his firm is in liquidation.

10.3. The Organizer is not liable for safety of objects displayed by the Exhibitor. It is recommended that the Exhibitor insures his exhibits himself. Only security firms previously approved by the Organizer are authorized to provide security services for stands and exhibits.

10.4. The Exhibitor is aware of General Terms of holding Events at the Crocus Expo International Exhibition Centre Exhibition Center which are mandatory for compliance by all Exhibitors. General Terms can be found on the Web site of Organizer (https://messe-russia.ru/media/uploads/Regulation_eng.pdf). The Exhibitor shall be liable for his acts and omissions violating such conditions in case of the Organizer receiving a claim or court action in this respect. Considering the provisions here above, the parties shall bear contractual and noncontractual liability in compliance with the Russian legislation.

11. CLAIM PROCEEDINGS. FINAL PROVISIONS

11.1. The Russian Federation shall be place of performance of all obligation and claims resulting from the Contract.

11.2. The Organizer and the Exhibitor guarantee, that as of the moment of the Contract execution they constitute valid legal entities and the person who signed the Contract-Application Form and other composites of the Contract had the appropriate authority in this respect.

12. DATA PROTECTION

We are following the data protection guidelines, for further details please have a look at <https://messe-russia.ru/media/uploads/Privacy-policy-en.pdf>