

**General terms of participation in exhibitions
organized by “Gal-EXPO” JSC**

Words used in the present document have the following meanings:

Organizer is “Gal-EXPO”® Joint-Stock Company – the enterprise, which according to its status, is dealing with putting on exhibitions (fairs), takes upon itself all obligations in relation to their organization and putting on;

Customer is the natural and legal person, who makes an order and makes payment for participation of the Exhibitor in the exhibition, preparing appropriate documents with the Organizer;

Exhibitor is the participant of the exhibition. (It is used in singularity in the present document, at the same time one can understand possibility of participation of several firms in the exhibition on the ground of the single agreement between the Customer and the Organizer);

Official representative is the person, who is acting on behalf of the Customer on the ground of the issued power of attorney or constituent instruments of the Customer;

Exhibition (exhibition fair) (hereinafter – “the exhibition”) is the short-term recurrent measure, within frames of which participants offer goods (services) of one of some branches and provide consumers with information concerning their enterprise and production;

Stand is the part of equipment (necessarily reequipped for the Exhibitor’s work) or the part of unequipped exhibition area, given to Exhibitors for the purpose of representation of their proposals (goods, services) on the exhibition.

These General terms of participation in exhibitions, organized by “Gal-EXPO”® JSC (hereinafter – “General terms”) regulate the general procedure of putting on and holding exhibitions, held by the Organizer, legal relations between the Organizer and the Customer, rights and duties of the Organizer, the Customer and the Exhibitor, arising in the course of preparation and holding exhibitions.

1. Advance advertising

The Organizer advertises exhibitions by taking different publicity measures, including publications in mass media, by way of direct mail of information materials at the address of potential Exhibitors, etc. Forms and methods of advertising will be selected by the Organizer at his own discretion.

In the course of advertising campaign of the exhibition the Organizer provides the following information with regard to the exhibition, viz. date and place of holding, full and shortened name, topics of the exhibition and program of accompanying measures, other information, which he considers necessary. Period, given to Exhibitors for performance of works in relation to decoration and disassembly of stands, is also specified in the terms of participation. At that all information, contained in promotional materials, has a previous character and in future can be changed by the Organizer.

The Organizer has a right to provide information about Exhibitors, who are going to take part in the exhibition, as well as products (services) offered by them for exhibition at their own discretion in promotional materials and in these mass media, which will be selected by the very Organizer. At that the Organizer bears no responsibility for possible mistakes and omissions in publications.

2. Application and registration of participation

The Customer, who expressed wish to take part in work of the exhibition, should give a written notice about it or notify the Organizer by other way, after which he receives a full package of documents, consisted of “General terms”, promotional materials about terms of participation in the specific exhibition, set of price-lists of services, provided by the Organizer and authorized firms, involved by him, forms of Application-contract for the purpose of participation in the exhibition, sample of a power of attorney for an official representative of the Customer on the exhibition and other applications of the form, established by the Organizer.

The Customer should provide the Organizer with the signed Application-contract and other Applications not later than during 14 calendar days prior to work of the exhibition, which is a period of completion of official taking of applications for participation in the exhibition. After receipt of these documents, the Organizer should send the Application-contract, signed on his part to the Organizer, which is a confirmation of participation in the exhibition and, in case of need, invoice for payment for services on order. In future the Organizer bears responsibility to the Customer within the frames, envisaged by the Application-contract and these “General terms”.

The Customer should provide full information about the Exhibitor in this Application-contract. The Customer has no right to transfer the right of participation to other Exhibitor without written coordination with the Organizer.

3. Refusal to participation in the exhibition

The Organizer is entitled to refuse the Customer participation in one of the following cases:

- 1) If the Customer sent the Application-contract later than the established period, duly drew-up it or failed to execute terms of payment for participation in the exhibition;
- 2) If the Customer declares about his intention to demonstrate exhibits, which do not correspond to topics of the exhibition or which are the part of restrictions, established by these "General terms";
- 3) If as of the moment of submission of the application the Organizer has no enough free exhibition area;
- 4) If area for several Exhibitors is ordered and if the Exhibitor is in the list of the Customer, who was earlier refused in participation in the exhibition by the Organizer.
- 5) In case of lack of powers of the representative of the Customer for the purpose of representation (power of attorney or extract from the Chapter and a copy of the order (minutes) about designation).

The Customer, on his part, is entitled to refuse from participation in the exhibition, at that not explaining grounds of his refusal, giving a notice to the Organizer by a letter (by fax) or telegram with certified signature of the responsible person of the Customer. At that if the Customer fully or partially refuses to take part in the exhibition 30 days before its starting, he should pay a fine at the amount of 30% of total cost of services, which were refused by him in favour of the Organizer. If the Customer fully or partially refuses to take part in the exhibition 14 days before its starting, he should pay a fine at the amount of 50% of total cost of services, which were refused by him in favour of the Organizer. If the Customer fully or partially refuses to take part in the exhibition in the opening day, he should pay a fine at the amount of 100% of total cost of services, which were refused by him in favour of the Organizer.

4. Payment for participation in the exhibition

The Customer should make a payment in the amount of 100% for the exhibition area, organization fee, ordered additional exhibition equipment and services at the time, specified in the Application-contract. Payment for services, ordered directly on the exhibition, should be made before the day of closing of the exhibition. On the last day of work of the exhibition bilateral acceptance statement act (rendered services) is drawn-up and signed, wherein actual scope of the performed works (rendered services) and actual state of settlements are specified.

The above-mentioned acceptance statement act constitutes an integral part of the Application-contract. The Customer should provide the Official representative, present on the exhibition, with necessary powers in written for the purpose of signing the above-mentioned statement act, viz., power of attorney, copy of a Chapter, order of designation, etc.

The Organizer reserves the right to establish privileges for separate categories of participants in relation to terms of payment for participation in the exhibition. These privileges constitute special terms of the agreement between the Organizer and specific Customer and can not serve as the ground for requesting the same privileges by other Customers.

The cost of all types of services, connected with participation in the exhibition, is provided by the Organizer in UAH – for the Ukrainian participants and in USD or EURO – for participants from other countries. At that the specified prices will include VAT if the Ukrainian legislation envisages VAT payment while provision of the corresponding services. The cost of advertising services includes advertising tax. The Ukrainian customers make payment in UAH on basis of a bill, made out by the Organizer. Foreign Customers make a payment in one of the following currencies: USD, EURO or Russian rubles on basis of the made out bill.

Expenses with regard to bank transfer will be reimbursed by the Customer.

5. Arrival at the exhibition and registration

The official representative should arrive at the exhibition at the time, established for decoration of stands, specified in information materials concerning the exhibition prior to commencement of such works.

After arrival at the exhibition the Official representative should apply to representatives of the Organizer and present a document, which confirms his right to represent the Customer on the exhibition. At the moment of registration the Official representative receives from the Organizer and fills in the registration card and technical passport, wherein full list of equipment, provided to the Exhibitors on the stand, is specified, after which the Organizer issues identification cards (badges) and invitations for official reception (if such one is foreseen by the program of the exhibition) according to paid organization fees as well as other informational and promotional materials of the exhibition to Exhibitors. Whereupon the Exhibitor is considered as registered and can proceed to decoration of his stand.

The Exhibitor(s) should decorate their stand before the official opening of the exhibition. In case of violation of these terms, the Organizer has a right to use the area, ordered by the Customer at his own discretion, withholding 100% of costs, paid by the Customer.

6. Construction and decoration of the exhibition stand

Construction of the exhibition stand is designed according to submitted Application for construction and equipment of the exhibition stand, wherein size of the exhibition area, ordered additional exhibition equipment, requirements to electric supply of the stand (with obligatory specification of the point of termination of electrical equipment), scheme of planning of the exhibition area and placement of additional exhibition equipment, characteristic of large-dimension and heavy exhibits are specified. Application for construction and equipment of the exhibition stand is sent together with the Application-contract for participation in the exhibition.

The Organizer provides the Exhibitor with space in accordance with the Application submitted by the Customer, technical and organizational possibilities of the Organizer in the priority order. The Organizer has

a right to make changes in placement of the stand if the location area is not specified beforehand in the Application-contract, its construction and electric supply, giving a preliminary notice about it to the Customer and in case of decrease of quantity of additional equipment, to recalculate and return difference to the Customer at that in case of increase of additional exhibition equipment, the Customer has not to pay any extra money. In case of failure to approve changes according to the ordered configuration or kitting of the stand, the Customer has a right to refuse to take part in the exhibition whereupon all paid costs without applying fine sanctions will be returned to him. At that the Organizer does not bear additional responsibility to the Customer.

The Customer is not entitled to reconstruct the exhibition stand independently. In case of need, this work is performed by agreement with the Organizer by the authorized employees of technical service of the exhibition. If the Customer expressed desire to reequip the stand in addition after arrival at the exhibition, he should submit a supplemental application for reconstruction of the exhibition stand to the Organizer. The possibility of performance and conditions of payment for such works are agreed with the Organizer. The order of additional equipment is possible only subject to its availability in the Organizer.

Construction of the stand with using standard exhibition equipment of the Organizer is carried out exclusively by technical service of the exhibition. In case of invitation of external contracting agencies for stand installation, the Customer should notify the Organizer about their work 14 calendar days before commencement of work of the exhibition as well as provide conclusion of the corresponding agreement between the contracting agency and the Organizer. In case of failure to provide information in relation to the contracting agency, which constructs the stand, the Organizer does not involve the third persons to stand installation/deinstallation.

The Exhibitor can independently construct the stand, giving a notice about it to the Organizer not later than 14 calendar days before commencement of work of the exhibition. The Exhibitor in order to carry out construction not later than 7 calendar days before commencement of work of the exhibition should agree with the Organizer design of the stand and electrical design of the stand as well as provide passports (certificates of conformity) of materials and equipment, which are used while construction of the stand; fire certificates of wood and flammable materials (paper, straw, reed, fabric, carpets, synthetic covering, rubber, polyethylene, plastic and etc.) according to the requirements of GOST 12.1.044-89 of the fire safety; passports (certificates of conformity) of electric tool and devices, which will be used while installation and deinstallation works; inspection reports of cable insulation resistance, lengtheners and other electrical equipment, which is used for kitting of the stand; sanitary and hygiene certificates of materials, lacquers, paints, stand covering, synthetic covering and other exhibition equipment.

The Exhibitor is entitled to commence decoration of the stand only after registration. Decoration of the exhibition stand is put up by the Exhibitor independently or by efforts of the involved third persons. If in the course of decoration of the stand other employees apart from the staff of the Exhibitor, who takes part in the exhibition, are involved, the Customer should notify the Organizer about it. The Customer bears full responsibility for work of these persons on the exhibition.

In the course of decoration of the stand any element of construction or exhibit on the stand should not go beyond the exhibition area and according to height – not go beyond the limits of 2,5m. Other things will be interpreted as advertisement beyond the ordered area or individual project of the Customer and should be agreed with the Organizer additionally.

In case of availability of space for preservation of tare, the Organizer should demonstrate them to the Exhibitor. The Exhibitor has no right to pack tare on the territory of the exhibition in places, which are not established for it. The Organizer bears no responsibility for tare, which is preserved in inappropriate places.

7. Official catalogue of the exhibition

Participation in the official catalogue of the exhibition is compulsory for every Exhibitor. The value of prescribed information layout about the Exhibitor in the catalogue is specified in informational materials with regard to terms of participation in the specific exhibition and is fixed in the Application-contract. Information to the catalogue in Ukrainian and English is sent in electronic form together with the Application-contract for participation in the exhibition not later than 10 calendar days before commencement of work of the exhibition. Information should meet the following requirements, viz. scope – not more than 300 symbols, visual image (logotype) – to be of one of the formats, established in the Price-list of advertising services. If information to the catalogue needs to be translated or needs graphic editing, the Exhibitor will make an extra payment for the services of the Organizer according to the price-list of additional services. In case of delay in provision of indicated information, the Organizer is entitled not to lay out information concerning the Exhibitor in the official catalogue of the exhibition.

8. Participation in activities of the exhibition's program

Press conferences, official reception of the Exhibitors and guests of the exhibition can be prescribed by the exhibition's program. The Organizer elaborates a program of accompanying measures of the exhibition independently or with the participation of the third persons, appointed by the Organizer. Taking independent accompanying measures on the exhibition by the Exhibitors and inclusion of these measurements to the exhibition's program is possible only subject to agreement with the Organizer.

Representatives of the Organizer and accredited newsmen on the exhibition take part in the press-conference. Participation of other persons in the press conference together with the Customer's representatives on the exhibition is possible only by agreement with the Organizer.

Representatives of the Organizer, co-organizers of the exhibition, official persons and other guests, invited by the Organizer as well as representatives of the Exhibitor, who in the course of registration received an official invitation, take part in the official reception. If the Customer wishes to invite other persons to take part in the official reception, he should notify the Organizer about it no later than the day of registration on the exhibition. In case if the Organizer has a possibility to satisfy the request of the Customer, the Customer should pay the value of additional invitations for the appropriate number of persons prior to issuing such invitations.

The procedure of participation in all measures of the exhibition's program is established by the Organizer and/or persons, authorized by the Organizer, who are responsible for taking specific measures.

9. Absent participation

The Customer, who wants to take an absent part in work of the exhibition, has a possibility of participation in the official catalogue of the exhibition at separate prices. The Customer has also a possibility to lay out promotional materials (booklets, postcards, price-lists) on the stand of the information center of the exhibition or distribute them on the territory of the exhibition with the aid of promoters. The value of distribution of promotional materials on the information stand as well as accreditation of promoters is specified in information materials about terms of participation in the specific exhibition and is fixed in the Application-contract.

10. Advertising services

For the purpose of improvement of the effectiveness of participation in the exhibition, advertising services of the Organizer and other persons, authorized by the Organizer are offered to the Customer. The list and value of services is specified in the corresponding price-list, which is given by the Organizer together with the full package of documents. The order of advertising services is made on the ground of the Application for advertising services.

Responsibility for advertising of the Exhibitors and third companies is fully born by the Customer, who paid for advertising services and provided the corresponding promotional materials. The Organizer bears no responsibility for availability of rights or incompetency of the Exhibitor to use trade and commercial names.

The Exhibitor is not entitled to take promotion actions on the territory of the exhibition beyond the limits of the area ordered and paid by the Customer. Taking the similar actions is possible only subject to their agreement with the Organizer.

Only organizations and persons, authorized by the Organizer, have the right to advertising, commercial photography and video filming on the territory of the exhibition.

Neither exhibited goods nor products nor stands can be photographed, repainted nor reproduced without the previous agreement between the corresponding Customers and Organizer.

11. Complementary services

If preferred complementary services of servicing companies and/or personnel can be provided to Customers. The list of complementary services, which are provided by the Organizer and persons, authorized by him, as well as the value of these services are specified by the Organizer in the corresponding price-list, which is included to the full package of documents in relation to the exhibition. The Customer is not entitled to involve other persons in performance of works apart from persons, authorized by the Organizer without agreement with the Organizer. The order of complementary services is made on the ground of the Application for complementary services.

12. Customs services

The Organizer can provide services in relation to organization of customs clearance of temporary import of exhibition goods for foreign companies, which are the exhibits on the ground of the Application-contract, signed between the Customer and Organizer. Customs clearance is carried out in accordance with the customs legislation of Ukraine. The value of services of the Organizer in relation to organization of customs procedures are agreed additionally. These services should be ordered by the Customer while filling in the Application for complementary services and drawn-up by the separate contract. All expenses, incurred by the Organizer for the purpose of customs clearance of temporary import/ export of the exhibition exhibits, will be reimbursed by the Customer in favour of the Organizer before completion of work of the exhibition.

13. Protection of the exhibition

The exhibition is protected by specialized organizations, determined by the Organizer. The exhibition territory is protected in the evenings and at nights from 6 o'clock p.m. of the official arrival to 10 o'clock a.m. of the last working day of the exhibition, everyday from 6 o'clock p.m. to 10 o'clock a.m. of next day.

The terms of placement of exhibits under protection and their acceptance are determined according to "The Instruction on the procedure of taking exhibits and other property under protection during the exhibition". The Organizer acquaints the Official representative with the above-mentioned instruction during registration while arrival on the exhibition. In future all questions concerning protection will be resolved between the Customer and specialized organization, which takes under protection.

The Exhibitor should provide availability of their representatives on the stand in the number, required for provision of storage of the exhibits in working hours of the exhibition as well as during the period of installation and deinstallation.

The Organizer bears no responsibility for motor transport vehicles, parked near the place of staging the exhibition.

14. Entry to the exhibition

The exhibitor's personnel is entitled to daily entry to the exhibition on its working days an hour before commencement and two hours before completion of official time of work of the exhibition. Entry of the Exhibitor's personnel is possible on the ground of personal identification cards of a participant, which are issued while registration for every representative of the Exhibitor. The Exhibitor's representatives are not entitled to transfer identification cards to other persons. In case of discover of such cases, identification cards will be taken and not be renewed.

Entry of visitors to the exhibition is possible according to official invitations of the Organizer and entrance tickets of the sample, established by the Organizer only at the working hours of the exhibition.

The Customer has a right to make an order to the Organizer in relation to production and/or distribution of own invitations, which is subject to payment as an advertising service. Subject to order and payment for such a service, the corresponding invitations will entitle their owners to visit the exhibition as official invitations of the Organizer. The Customer is entitled to distribute own invitations in order to visit his stand on the exhibition only subject to agreement with the Organizer.

15. Use of exhibition equipment

While registration on the exhibition, the Customer signs the technical passport of a stand, where exhibition equipment, given for his use, is specified. The Customer bears full financial responsibility for exhibition equipment and elements of construction on the rented area.

In case of damage or loss of the exhibition equipment on the rented area, the Customer should replace all losses in favour of the Organizer.

In case of damage of property, which belongs to the exhibition premise, where the exhibition takes place, in consequence of actions, taken by the Exhibitor's representatives, the Customer should replace all inflicted losses.

16. Completion of work of the exhibition

After completion of work of the exhibition, the Exhibitor carries out deinstallation of his exposition independently or by efforts of contracting agencies, involved by the Customer. If in the course of deinstallation other employees apart from employees of the Exhibitor's personnel, who take part in the exhibition, work on the stand, the Customer should agree it with the Organizer. The Customer bears full responsibility for work of these persons on his stand.

The Exhibitor is not entitled to deinstall fully or partially his exposition without agreement with the Organizer before the day of official closing of the exhibition, specified in the program of its work.

After completion of deinstallation of the stand, the Customer should return rented exhibition constructions and equipment according to the technical passport of the stand to the Organizer.

Whereupon, the Customer receives a permit to right of carry-over (removal) of exhibits from the territory of the exhibition. The Organizer has a right to refuse to issue such a permit in case if carry-over (removal) of exhibits from the territory of the exhibition is made before the day of completion of work of the exhibition.

If the Exhibitor failed to carry out deinstallation at the time, established for it (in the registration card), the Organizer bears no responsibility for further preservation of exhibits and other property, present on the stand. In such a case the Exhibitor independently solves questions of location and protection of exhibits. The Customer pays fine in favour of the Organizer for delay in taking away of the exhibition area and other property at the amount of 50% of the total value of participation in the exhibition per every 12 hours of delay in fulfillment of obligation.

17. Insurance

The value of participation in the exhibition, paid by the Customer, does not include payment, connected with insurance. The Organizer does not envisage insurance of participants.

Insurance of exhibits, property and staff of the Exhibitor as well civil responsibility of the Exhibitor in relation to the third persons by the organization, which is an insurer according to the laws of Ukraine, is desirable. Such insurance is obligatory in case if the Customer constructs the stand independently or by contracting agencies, involved by the Customer.

In case of lack of insurance, the Customer should have no claims to the Organizer in case of fire or damage of property as well as diseases or injuries of the Exhibitor's representatives.

18. Trade on the exhibition

The Exhibitor can conduct trade from his exhibition stand on the exhibition subject to availability of necessary authorization document in accordance with the norms of the effective legislation of Ukraine and subject to obligatory agreement with the Organizer.

19. Sanitary and hygiene requirements of exposition

In accordance with the Law of Ukraine "On provision of sanitary and epidemiologic welfare of population", the company-Customer should provide availability of certificates of quality, hygienic conclusions (sanitary evaluations) of the countries-exporters of products, which are exhibited, on his exhibition stand. In case of lack of the corresponding documents, the sanitary and epidemiological station can take administrative and prevention measures with regard to suspension of exhibition of the present production.

20. Safety procedures, fire safety, sanitation

The Exhibitors (participants of the exhibition) and its personnel bear full responsibility for execution of the rules of safety procedures, fire safety and adhering to norms of the industrial hygiene in the premise, where the exhibition was staged.

It is prohibited to exhibit exhibits on the exhibition podiums, total weight of which exceed 35 kg. Exhibits on the exhibition podiums should be agreed with the Organizer. It is allowed to display exhibits with weight of up to 5 kg on the stages and glass shelves on the shop-windows.

It is strongly prohibited to place promotional materials or exhibits with weight over 2.5 kg through the width of the wall panel of 1 m on the exhibition wall constructions.

It is prohibited to stand on or sit on exhibition podiums.

The Exhibitor is liable for adhering to the safety regulations while performance of rigging works (carrying, loading, unloading, unpacking, repacking, etc.), which are performed by him independently.

Connection of electric appliances with duty to 1 kilowatt 220 V to the electrical supply network is made by the Exhibitor independently only with using the ordered standard outlets with grounding (euro standard) or without grounding.

Connection of electric appliances with duty over 1 kilowatt 220 V and electrical appliances – consumers of three-phase current is made only according to the permit of the Organizer and only by the personnel of technical service of the exhibition. All connections are considered as new connections and made in according to the provisions of the chapter 6 of these General terms.

Connection of grounding to construction of the exhibition stand is strongly prohibited.

After completion of work of the exhibition the Exhibitor should disconnect all electrical appliances from the electrical supply network, approached to the stand.

It is strongly prohibited to exhibit (preserve or use) fiery or dangerously explosive substances (alcohol, petrol, kerosene, etc.) in the premises of the exhibition; to exhibit and use devices with open fire.

It is prohibited to exhibit devices, samples of products, which impede work of other exhibits on the stand (to turn on audio-, vision technology and other devices, sound volume of which is higher than 50 decibels).

It is prohibited to obstruct passages, main and emergency exits, approaches to electric service panels and circuit-breakers.

21. Legal aspects

The Organizer and/or the Customer and Exhibitors are exempted from liability in cases, when failure to fulfill undertaken obligations is stipulated by force-majeure circumstances.

All disputes, which can arise between the Organizer and the Customer, unless stipulated otherwise by separate agreement, will be settled according to the effective legislation of Ukraine in the corresponding court instances.