

**GENERAL TERMS AND CONDITIONS**  
FOR PARTICIPATING IN



INTERNATIONAL RAILWAY  
FAIR IN THE AREA 1520



**PRO//MOTION.EXPO**

Moscow, 2021

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## **1. Validity of the General Terms and Conditions for Participating in the Exhibition of PRO//Motion. Expo in 2021**

1.1. These General Terms and Conditions for Participating in the Exhibition of PRO//Motion.Expo in 2021 (hereinafter referred to as the General Terms and Conditions) establish a procedure for participating and holding the exhibition arrangement PRO//Motion.Expo in 2021 (hereinafter referred to as the Exhibition).

1.2. These General Terms and Conditions shall be a normative annex to the Contracts signed with the exhibitors and ROTEX, LLC.

1.3. These General Terms and Conditions of PRO//Motion.Expo in 2021 become effective on the date of issuing of the order on approval of the General Conditions of Participation in the Exhibition PRO//Motion.Expo in 2021 and valid until December 31, 2021.

## **2. Basic terms and definitions**

2.1. The following terms and definitions are used for the purposes of the General Terms and Conditions:

**Exhibition** – International Railway Fair in the area 1520 "PRO//Motion.Expo", the preparation and holding of which is carried out by ROTEX, LLC on the basis of the agency agreement No. 220.558417 dated 12.01.2021 concluded with the Publishing House Gudok, Joint-Stock Company.

**The Organizer of the exhibition** is PH Gudok, JSC.

**The Exhibition operator** is ROTEX, LLC.

**The Applicant** is a legal entity or an individual entrepreneur who is going to participate in the Exhibition.

**The Exhibitor**<sup>1</sup> is a legal entity or individual entrepreneur who demonstrates goods and/or services related to the theme of the Exhibition by attracting their own or hired staff.

**The Main Exhibitor** is an exhibitor who has signed the Contract directly with the Exhibition Operator.

**The Co-Exhibitor** is an exhibitor who has received the permission of the Exhibition Operator to display their goods and (or) services at the Exhibition Stand of the Main Exhibitor, involving their own or hired staff; a legal entity or individual entrepreneur who exhibits goods and (or) services, as well as has its own representative at the Exhibition Stand of the Exhibitor. The Co-Exhibitor has the status of an exhibitor with all the rights and obligations arising under the General Terms and Conditions.

**The exhibit** is a sample presented at the Exhibition for public viewing.

**In-person Participation** is the direct personal participation of the Exhibitor in the Exhibition with the conclusion of the Contract and the lease of Exhibition Area for the demonstration of their own goods and (or) services at the Exhibition Stand.

**Remote Participation** is the participation of the Exhibitor in the Exhibition with the conclusion of the contract and the placement of information about their activities in the official catalog of the Exhibition, without renting Exhibition Area and exhibiting their goods and (or) services at the Exhibition Stand.

**The Exposition** is a separate completed part of the Exhibition, which has an independent significance within its framework.

**Exhibition Area** is the area used for the Exhibition.

**Indoor Exhibition Area** is the covered area used for the Exhibition, including easy-to-assemble

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<sup>1</sup> The Main Exhibitors and Co-Exhibitors are considered to be Exhibitors

pavilions.

**Outdoor Exhibition Area** is the outside area used for the Exhibition.

**Unequipped Exhibition Area** is the exhibition area without an Exhibition Stand structure.

**Equipped Exhibition Area** is the exhibition area equipped with Exhibition Stand structures, furniture, necessary inventory, and technological infrastructure to provide a demonstration of goods and (or) services.

**The Exhibition Stand** is a single complex of exhibition area and structural elements that is used by an Exhibitor to demonstrate goods and/or services.

**The Contract for Participation in the Exhibition** is a document defining the terms and conditions of participation in the Exhibition, by signing which the Exhibitor confirms its agreement with these terms and conditions.

**The Exhibitor Manual** is an official document of the Exhibition Operator, approved by the Exhibition Operator before the Exhibition, which contains reference information about the Exhibition, the procedure and terms of its work, contains information about additional services provided by the Exhibition Operator during the organization and holding of the Exhibition.

**The Venue of the Exhibition** is Moscow, Shcherbinka, Experimental Railway Loop of VNIIZhT, JSC.

**Pavilion** is a building or structure, the area of which is leased to the Exhibitors during of the Exhibition.

### **3. Registration of participation of the Exhibitor and Co-Exhibitor**

3.1. Registration of participation in the Exhibition is carried out on the basis of the Contract for participation in the Exhibition signed by the Applicant's authorized person with the simultaneous certification with the organization's seal and sending it to the official addresses and e-mail addresses of the Exhibition Operator.

3.2. The Contract that does not contain the necessary data or is signed by an unauthorized person is considered invalid.

3.3. The Contract may be submitted by the Applicant by sending an electronic or scanned copy by e-mail, followed by the submission of the original document.

The scanned copy of the Contract is valid until the Parties exchange the original versions of the Contract. The original Contract must correspond to the scanned copy of the Contract and be submitted to the Exhibition Operator no later than the starting date of the Exhibition.

3.4. After signing the Contract by the Exhibition Operator, the Applicant acquires the status of an Exhibitor and is notified of the signing of the Contract by official email addresses or phone numbers.

3.5. The contractual relations between the Exhibitor and the Exhibition Operator are regulated by the following documents, which are an integral part of the Contract for Participation in the Exhibition:

- a) General terms and conditions of participating in the exhibition PRO//Motion.Expo in 2021;
- b) The Exhibitor Manual.

3.6. Until the Contract is signed by the Exhibition Operator, the latter has the right to:

- a) refuse the Applicant to participate without explaining the reasons;
- b) refuse to place Exhibits that do not correspond to the subject of the Exhibition;
- c) require the Applicant to provide a certificate of origin of the goods.

3.7. Distribution of Exhibition Area.

3.7.1. Based on the information specified in the Contract about the desired size of the Exhibition Area, the Exhibition Operator allocates the area to the Exhibitor and notifies it about that.

At the same time, the Exhibitor receives from the Exhibition Operator:

- Contract signed by an authorized person and stamped;
- Invoice for services provided;

3.7.2. The fact that a certain area was rented by an Exhibitor at the previous Exhibition does not give the Exhibitor the right to demand the same location of the Exhibition Stand at the upcoming Exhibition.

3.8. The Exhibition Operator undertakes not to change the location of the Exhibitor's Exhibition Stand after its official confirmation. If special circumstances require it, the Exhibition Operator undertakes to notify the Exhibitor in writing of forced changes in the placement and size of the Exhibition Area, the closure of entrances and exits to the territory, and other design changes affecting the positioning of the Exhibitor's Exhibition Stand. After receiving the notification, the Exhibitor has the right to submit objections within 5 (five) business days by sending a written request to the Exhibition Operator via e-mail. On the basis of this written request, the Parties shall determine the procedure for further termination or amendment of the Contract through negotiations. The Exhibitor's claims for reimbursement of the costs incurred by the Exhibitor in connection with the change in the terms of the Agreement by the Exhibition Operator are excluded.

3.9. The Exhibitor pays the cost of participation in the Exhibition according to the invoice. The payment is recognized as valid after the funds are credited to the current account of the Exhibition Operator.

3.10. The Exhibitor may invite the Co-Exhibitor to participate in the Exhibition, with the provision of Exhibition Space to the Co-Exhibitor at its Exhibition Stand. The Exhibitor shall declare each Co-Exhibitor of the Exhibition in accordance with the established procedure: by paying the registration fee of the Co-Exhibitor. The registration fee of the Co-Exhibitor can be paid by both the Co-Exhibitor and the Exhibitor. The Exhibitor must inform the Co-Exhibitors of all rights and obligations arising from the General Terms and Conditions. The Exhibitor is jointly and severally responsible for the Co-Exhibitors involved. If the main Exhibitor does not declare its Co-Exhibitors or does not fully declare them, the Exhibition Operator has the right to issue an invoice, according to its own assessment, which the Exhibitor undertakes to pay before the end of the Exhibition.

3.11. The Exhibitor undertakes to submit the following documents to the Exhibition Operator within 14 (Fourteen) calendar days from the date of signing the Contract for Participation in the Exhibition:

- a) An up-to-date extract from the Unified State Register of Legal Entities;
- b) A copy of the certificates of registration and registration in the tax authority;
- c) A copy of the current version of the Charter;
- d) Documents confirming the authority of officials acting on behalf of the Exhibitor in relations with the Exhibition Operator;
- e) A certificate from the Federal Tax Service about the absence of arrears in taxes and fees;
- f) A copy of the balance sheet for the last reporting period.

#### **4. Registration of Exhibitors at the Exhibition**

4.1. No later than one day before the official opening of the Exhibition, the Exhibitor must arrive at the Exhibition Area and register.

Registration of Exhibitors at the Exhibition is carried out at the information desk in the registration pavilion.

At the information desk, the Exhibitor can get information about the location of their Exhibition Stand, the thematic and exposition plan and the list of participants and can also order additional

equipment and services during the Exhibition period in accordance with the requirements of the Exhibitor Manual.

4.2. Registration of Exhibitors at the arrival is made within the terms specified in the Exhibitor Manual, according to the following rules:

4.2.1. The Exhibitor who has arrived at the Exhibition is obliged to place the Exhibits on the Exhibition Stand on his own and at his own expense, and in the case of independent construction, also to install the exhibition equipment in accordance with the terms of the Contract and the requirements of the Exhibitor Manual.

4.2.2. After placing at the Exhibition Stand, the authorized representative of the Exhibitor shall:

1) transfer the original Contract in 2 (Two) copies, the original Applications for Additional Services in 1 (One) copy, and a Power of Attorney with the right to sign legal and financial documents for participation in the Exhibition, to the Exhibition Operator.

2) get a certificate of services rendered (2 copies) and an invoice from the Exhibition Operator.

3) fill in the corresponding column of the Registration Log<sup>2</sup>, which contains information about the transfer of the Exhibition Area, additional equipment and declared services, a package of documents for the Exhibition by the Exhibition Operator to the Exhibitor, and sign in the Registration Log. In case of non-compliance of the services provided by the Exhibition Operator with the services declared by the Exhibitor, the Exhibitor on the same day, before 18:00, provides the Exhibition Operator with a written claim indicating the time, the nature of the violation, the name and details of the document confirming the consent of the Exhibition Operator to provide this service, with the attachment of documents confirming the payment.

Claims made in violation of these requirements are not considered.

4.3. Registration of Exhibitors at departure is made within the terms specified in the Exhibitor Manual, according to the following rules:

4.3.1. The Exhibitor leaving the Exhibition is obliged to vacate and return to the Exhibition Operator the Exhibition Space and (or) the Exhibition Stand and additional equipment in good condition. In the event of loss or damage to the property used by the Exhibitor, the latter reimburses the cost of the lost or damaged property.

4.3.1.1. In case of independent construction of the Exhibition Stand, the Exhibitor is obliged to dismantle the Exhibition Stand, as well as dismantle and pack the Exhibits, information, and advertising materials, on its own and at its own expense.

4.3.1.2. In the case of using an Exhibition Stand ordered from an Exhibition Operator, the Exhibitor is obliged to dismantle and pack the Exhibits, information, and advertising materials on his own and at his own expense.

4.3.2. After that, the authorized representative of the Exhibitor, with the participation of the representative of the Exhibition Operator, is obliged to fill in the corresponding column of the Registration Log, which contains information about the acceptance by the Exhibition Operator of the Exhibition Area and (or) the Exhibition Stand, additional equipment returned by the Exhibitor, the proper functionality of the returned equipment, and put his\her signature in the Registration Log.

4.4. Dismantling of the Exhibition Stand, packaging of Exhibits and their removal from the Exhibition territory before the official closing date of the Exhibition is not allowed. The Exhibitor who violates these terms and conditions is obliged, at the written request of the Exhibition Operator, to pay a fine in the amount of 25% of the rental price of the raw exhibition space under the Contract no later than 10 (ten) working days from the date of submission of the specified request.

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<sup>2</sup> Registration Log is a document used by the Exhibition Operator to register the Exhibitors

4.5. If the Exhibitor did not participate in the Exhibition, regardless of the reasons for its non-participation, the Exhibition Operator has the right to unilaterally refuse to fulfill the obligations assumed under the Contract and use the Exhibition Space at its discretion without returning the money received from the Exhibitor.

This rule applies in the following cases:

- non-use by the Exhibitor of the provided equipped exhibition area and the absence of the Exhibitor's representative on the Exhibition Area on the day of registration until 18:00 hours prior to the opening day of the Exhibition;
- non-use by the Exhibitor of the provided raw exhibition space and the absence of the Exhibitor's representative on the Exhibition Space until 18:00 on the first day of the Exhibition installation.

In the event of circumstances preventing the Exhibitor or its representative from occupying the Exhibition Area within the specified time frame, the Exhibitor is obliged to notify the Exhibition Operator of the occurrence of these circumstances using the official e-mail addresses or phone numbers of the Exhibition Operator.

## **5. Registration fee**

5.1. The Exhibitor pays a mandatory registration fee in the amount established by the Contract for Participation in the Exhibition. The registration fee is included in the cost of participation in the Exhibition and is paid by the Exhibitor simultaneously with the payment of the cost of the Exhibition Area specified in the Contract, using a single invoice of the Exhibition Operator.

The registration fee includes:

- 1) general advertising and information support of the Exhibition;
- 2) placement of information about the Exhibitor in the electronic catalog of the Exhibition;
- 3) placing information about the Exhibitor in the official Exhibition catalog;
- 4) placing information about the Exhibitor in the list of exhibitors (Exhibition Stand number and company name).

## **6. The procedure for the provision of services and payments**

6.1. The Exhibition Operator provides the Exhibitor with services for organizing participation in the Exhibition.

6.2. Acceptance of the provided Exhibition Area and (or) the Exhibition Stand and additional equipment is made upon arrival at the Pavilion by making a record of the acceptance of the Exhibition Area and (or) the Exhibition Stand and additional equipment by the Exhibitor in the Registration Log, which is confirmed by the signature of the authorized representative of the Exhibitor.

6.3. Payment under the Contract for the provision of services for organizing participation in the Exhibition shall be made by the Exhibitor in full to the account specified by the Exhibition Operator in the manner prescribed by the terms of the Contract. In this case, the payment of the bank commission for the transfer is made by the Exhibitor. The amount of the bank commission is set by the bank performing the money transfer and is carried out together with the payment of the Contract value.

6.4. If the payment is not made in the amount and within the terms specified in the Contract, the Exhibition Operator has the right to terminate the Contract unilaterally.

6.5. The total cost of the Contract consists of the cost of participation in the Exhibition and the cost of additional services.

6.5.1. The cost of participation in the Exhibition includes:

1) the cost of renting a raw Exhibition space, which is determined from the cost per square meter of the occupied area and is applied to the entire duration of the Exhibition. Each incomplete square meter is considered to be a complete square meter, and the area is considered as a rectangle, regardless of the projections, columns, supports, etc.;

2) registration fee;

6.5.2. The list and cost of additional services provided by the Exhibition Operator within the framework of the Exhibition are defined in the Exhibitor Manual.

6.6. Additional services are provided on the basis of Applications for Additional Services signed and paid for by the Exhibitor, which are an integral part of the Contract for Participation in the Exhibition.

6.7. The Exhibition Operator sends 2 (Two) copies of the certificate of services rendered to the Exhibitor before the end of the Exhibition. Within 3 (Three) working days from the date of receipt of the certificate, the Exhibitor shall sign the above-mentioned certificate or submit a reasoned refusal to sign the certificate in writing within the same period. If the Exhibitor does not sign the act within the specified period and there is no reasoned refusal to sign the act by the Exhibitor, the services rendered are considered accepted by the Exhibitor in full.

## **7. Refusal to participate in the Exhibition and refusal of additional services**

7.1 The refusal of the Exhibitor to participate in the Exhibition, as well as the reduction of the size of the exposition by the Exhibitor unilaterally after the signing of the Contract by the Parties is not allowed.

An Exhibitor who wishes to refuse to participate in the Exhibition shall send a written Request to the Exhibition Operator by e-mail stating the circumstances and reasons for refusing to participate in the Exhibition.

On the basis of this Request, the Parties shall determine the further procedure for termination or amendment of the Contract by way of negotiations.

7.2. If the Exhibitor refuses to participate in the Exhibition after the period specified in the Contract, the Exhibitor, on the basis of a written request from the Exhibition Operator, pays a penalty in the amount of 100% of the cost of participation in the Exhibition.

## **8. Cancellation or postponement of the Exhibition**

8.1. In the event of a change in the terms of the Exhibition or its cancellation due to circumstances that did not occur through the fault of the Exhibition Operator, the Exhibition Operator notifies all Exhibitors in writing. In this case, the obligations of the Exhibition Operator arising from these General Conditions become invalid. The Exhibitor acknowledges that the Exhibition Operator incurred expenses related to the fulfillment of its obligations under the Contract and has the right not to refund the Exhibitor the amounts spent on his behalf. The Exhibitor is not entitled to claim compensation for the losses incurred.

8.2. In the event of a change in the terms of the Exhibition or its cancellation due to the fault of the Organizer, the Exhibition Operator, on the basis of a written request from the Exhibitor, returns the amount paid by the Exhibitor for the services not provided.

8.3. In case of cancellation, postponement of the dates of the event or changes in the format of the event, the introduction of official restrictions on the movement of citizens, entry and exit of citizens to/ from the territory of the Russian Federation, as well as other official restrictions that prevent the delivery of exhibits, or otherwise impede the holding of the Exhibition, the Contract for participation in



the Exhibition is terminated from the date of receipt by either of the Parties of the Contract of the corresponding notification of the Exhibition Operator or the publication of the relevant regulatory document by the authorized body, without concluding an agreement on termination. The obligations of the parties provided for by the General Terms and Conditions and the Contract and related to their performance are terminated, and the costs incurred by each of the parties prior to the date of termination and/or losses are not subject to compensation by the other party.

## **9. Insurance**

9.1. The Exhibition Operator recommends the Exhibitors to conclude an Insurance Contract for Exhibits and an Insurance Contract for civil liability to third parties based on their activities during the Exhibition, for the period of the Exhibition.

## **10. Installation and dismantling works**

10.1. Installation and dismantling works, including electrical and plumbing works, are carried out by organizations acting on behalf of the Exhibition Operator or Exhibitor and accredited by the general developer of the Exhibition within the terms established by the Contract and within the limits of the Exhibition Space provided for use.

10.2. All temporary structures and Exhibition Stands are installed within the boundaries of the designated Exhibition Area. The height of the Exhibition Stands must not exceed the values specified in the Exhibitor Manual. Any excess of the height of the Exhibition Stand, including the construction of a two-story Exhibition Stand, requires the permission of the Exhibition Operator.

10.3. Loading and unloading, installation works, and decoration of the Exhibition Area can be started no earlier than the deadline set by the Exhibition Operator and shall be completed, including the move-out of packaging, no later than the deadlines specified in the Exhibitor Manual in full compliance with the requirements of the Exhibition Operator.

10.4. All design services ordered by the Exhibitor, services for the organization of electricity and water supply connection, as well as additional equipment are paid for by separate invoices in accordance with the prices set by the Exhibition Operator. The invoices shall be paid before the installation work begins.

10.5. Dismantling of the exposition can only be started within the time limits specified in the Exhibitor Manual. The Exhibitor shall complete the dismantling, as well as all the works on bringing the rented Exhibition Area to its original state, as well as the removal of exhibition cargo, no later than the deadline set by the Exhibition Operator.

10.6. The Exhibitors who build up the Exhibition Stand themselves are obliged to carry out the dismantling of the Exhibition Stand and equipment, as well as the transportation of all Exhibits at their own expense or at the expense of third parties.

The exhibition area must be returned to the Exhibition Operator in its original condition within the prescribed period. If this does not happen, the Exhibition Operator has the right to take out the exhibition Exhibits at the expense of the Exhibitor and prepare (clean) the Exhibition Area at the expense of the Exhibitor for further use. The Exhibition Operator is not obliged to keep the exported items and can deal with them at its own discretion.

10.7. After the end of the Exhibition, the Exhibitor shall remove the exhibition Exhibits, packaging, advertising and information materials, and other property of the Exhibitor from the Exhibition Stands that were ordered by the Exhibitor from the Exhibition Operator. The Exhibitor is obliged to hand over the Exhibition stand, as well as the additional equipment provided, to the

Exhibition Operator in its proper (original) condition.

In case of loss or damage to the structural elements of the Exhibition Stand and equipment provided by the Exhibition Operator at the temporary disposal of the Exhibitor, the Exhibitor shall reimburse the Exhibition Operator for the value of the lost or damaged property.

## **11. Advertising and information**

11.1. All types of advertising activities are carried out in accordance with the current legislation of the Russian Federation. All types of advertising activities are allowed, but only within the rented Exhibition Stand and in relation to the Exhibitor himself, as well as goods and services produced or sold by the Exhibitor, in strict accordance with the theme of the Exhibition.

11.2. Placement of any type of advertising outside the Exhibition Stand is possible only in certain places in agreement with the Exhibition Operator and after payment of the cost of such placement.

In case of violation of the specified requirements, the Exhibitor is obliged to eliminate the violations at its own expense, as well as at the written request of the Exhibition Operator, no later than 10 (Ten) working days from the date of submission of the specified request, to pay a fine in the amount of 25% of the rental price of the raw exhibition space under the Contract.

11.3. Any sound or moving advertising must be agreed in writing with the Exhibition Operator in order to avoid interference with other participants of the Exhibition. Any advertising that violates the layout or integrity of the entire exhibition, the norms of ethics and morals, or damages the prestige of the Exhibition, may be prohibited by the Exhibition Operator.

11.4. The installation of audio systems at the Exhibition Stand shall be approved by the Exhibition Operator. The application shall be submitted at least three weeks before the opening of the Exhibition. The volume at the borders of the Exhibitor's Stand should not exceed 70 dB.

11.5. In case of non-compliance with paragraphs 11.1-11.4. The electricity supply to the Exhibitor's Stand may be stopped. At the same time, the Exhibitor has no right to claims for damage, both direct and indirect, caused by the interruption of the power supply.

11.6. When reproducing audio and video materials, the Exhibitor is solely responsible for compliance with the copyright of the reproduced materials.

11.7. At extra charge, the Exhibitor can order from the Exhibition Operator services for the production and installation of billboards, banners, radio advertising, production of advertising printing materials, etc. at places and at prices set by the Exhibition Operator.

11.8. In the case of independent placement of advertising and information materials, the Exhibitor shall complete their installation no later than the deadline for the completion of installation work set by the Exhibition Operator in the Exhibitor Manual.

11.9. The dismantling of advertising and information materials can be started within the time limits set in the Exhibitor Manual. The exhibitor must complete the dismantling of advertising and information materials no later than the deadline set by the Exhibition Operator for this Exhibition.

11.10. After the end of the Exhibition, all structural elements as well as advertising and informational materials, including banners, leaflets, etc., are removed by the Exhibitor independently or at its expense by the Exhibition Operator.

## **12. Freight forwarding services and customs control**

12.1. Loading and unloading works are carried out only by means of organizations accredited by the Exhibition Operator. The use of third-party lifting mechanized means is prohibited.

12.2. Exhibits imported/exported to/from the territory(s) of the Russian Federation shall go

through customs control.

12.3. Entry/exit of vehicles of the Exhibition participants to the territory of the Exhibition venue during the installation, operation and dismantling of the Exhibition is carried out according to the rules established by the Exhibitor Manual.

### **13. Working procedure at the Exhibition**

13.1. The opening hours of the Exhibition for Exhibitors and visitors are indicated in the Exhibitor Manual.

13.2. The Exhibition Operator takes part in resolving all issues that arise during the preparation and holding of the Exhibition, including resolving conflicts between Exhibitors, closing expositions, reducing the volume of services provided in case of violation of these General Terms and Conditions, etc.

13.3. The entry and removal of Exhibits and exhibition equipment to or from the Pavilion is carried out by the Exhibitor on the basis of a pass, the form of which is approved by the Exhibitor Manual.

Registration of the pass is carried out by the Exhibition Operator in the Pavilion.

13.4. The maintenance of the Exhibition Stands, as well as the cleaning of the Exhibition areas used by the Exhibitor, are provided by the Exhibitor itself or at its request and at its expense by the Exhibition Operator.

13.5. All types of lotteries, sweepstakes, and prize competitions are held only in accordance with the current legislation of the Russian Federation after getting the agreement of the Exhibition Operator. The organizer of lotteries, sweepstakes, and prize competitions is responsible for compliance with the law.

13.6. If the Exhibitor is going to make direct sales of Exhibits to visitors, the procedure for organizing retail sales at the event is determined in accordance with clause 1, clause 2, clause 3 of Article 2 of Federal Law No. 54-FZ of 22.05.2003 "On the use of Cash Registers in Cash Payments and (or) Payments using Payment Cards".

13.7. The Exhibitor shall ensure the permanent presence of its representative at the Exhibition Stand during the opening hours of the Exhibition and accompany the demonstration of the Exhibits with explanations from specialists, in addition, the accompanying documentation for the products provided for exhibiting, a copy of the Contract for participation in the Exhibition and documents confirming the payment of the cost of the Contract shall be present at the Exhibitor's Stand.

13.8. All Exhibits must remain in place until the Exhibition is fully completed. If the integrity of the exposition at the Exhibition has been violated due to the fault of the Exhibitor, the Exhibitor undertakes to pay a fine in the amount of 25% of the rental price of the raw exhibition space under the Contract at the written request of the Exhibition Operator no later than 10 (Ten) working days from the date of submission of the specified request.

13.9. The Exhibitor has the right to stay at the Exhibition Stand within the terms specified in the Exhibitor Manual, after the alarm and/or security system of the Pavilion is deactivated until the alarm and/or security system of the Pavilion is activated.

13.10. Any type of survey of Exhibitors and visitors of the Exhibition outside of their own Exhibition Stand may be allowed only after getting the agreement of the Exhibition Operator.

13.11. The Exhibition Operator has the right to demand from the Exhibitors the removal of non-certified Exhibits, as well as Exhibits that do not meet the mandatory standards for this type of goods.

## **14. Patent rights and industrial property**

14.1. In accordance with the "Paris Convention for the Protection of Industrial Property" in force on the territory of the Russian Federation, which protects the rights of bona fide entrepreneurs in the field of industrial property, all participants in officially recognized international exhibitions held on the territory of the Russian Federation are provided with temporary protection of industrial property (inventions, utility models, industrial designs and trademarks) for the Exhibits of these Exhibitions.

14.2. Only patent-free Exhibits are subject to exhibit. The Exhibitor is responsible for fulfilling this condition.

14.3. Temporary protection (exhibition priority) of industrial property is established in the Russian Federation for inventions and utility models for 12 months, and for industrial designs and trademarks for 6 months. These terms are calculated from the date of the open exhibiting of the relevant Exhibits at the Exhibition.

14.4. The Exhibition Operator has the right to remove from the Exhibition Stand, at the expense of the Exhibitor, the Exhibits that violate the provisions of patent law or current Russian legislation or are prohibited for other reasons.

## **15. Safety and security**

15.1. During the entire period of the Exhibition, including the time of installation and dismantling works, the Exhibition Operator carries out a set of measures aimed at maintaining public order on the territory of the Exhibition, as well as ensuring intra-object and access control. Security services during the Exhibition are provided by licensed security organizations.

15.2. The Exhibition Operator provides:

- maintaining of public order;
- qualified actions in extreme situations (threat of explosion of the object, detection of suspicious explosive objects, fire, etc.).

## **16. Fire safety**

16.1. The general fire safety at the Exhibition is provided by the Exhibition Operator.

16.2. Each Exhibitor is responsible for the fire safety of their Exhibition Stand and undertakes to comply with the general requirements of fire safety, to be able to act in the event of a fire and to use fire extinguishing equipment.

16.3. In order to maintain fire safety on the territory of the Exhibition, it is prohibited:

- to store containers and garbage at the Exhibition Stand (after the end of the working day, Exhibitors who have not ordered individual cleaning of the Exhibition stands shall collect and put the garbage in bags or boxes in the aisle);
- to store flammable liquids, vessels with flammable gases;
- to smoke in Pavilions and at Exhibition Stands;
- to conduct welding, soldering and other works related to the use of open fire;
- to place the Exhibits at the Exhibition Stands and use the materials that are fire hazardous or flammable during the installation of Exhibition Stands, or use the combustible materials that cannot be treated with a fire retardant;
- to carry out painting works with the use of flammable dyes.

16.4. The Exhibitor is obliged to carry out fire-fighting treatment of all incinerated objects and materials used at the Exhibition, to provide the Exhibition Operator with the relevant fire safety certificates (acts on fire-fighting treatment) and to ensure the availability of the necessary special fire

extinguishing equipment at its Exhibition stand and at its own expense.

## **17. Exhibitor's Responsibility**

17.1. The Exhibitor is responsible for the safety of its Exhibits and material values located / placed during the installation/dismantling and during the working hours of the Exhibition, as well as for non-compliance by the Exhibitor of:

- a) the General Terms and Conditions;
- b) the provisions of the Exhibitor Manual

17.2. The Exhibitor undertakes to avoid causing damage to the Exhibition Operator, its property and employees during the term of the Contract.

17.3. The Exhibitor undertakes not to have any claims against the Exhibition Operator in case of injuries to its official representatives that occurred not through the fault of the Exhibition Operator or third parties involved by it.

17.4. In case of damage caused by the fault of the Exhibitor, the Exhibitor shall compensate the losses of the Exhibition Operator on the basis of a drawn-up act signed by the authorized representatives of the Exhibitor and the Exhibition Operator.

17.5. The Exhibitor undertakes to use the Exhibition area for its intended purpose, solely for the purpose of placing the Exhibits, advertising and information materials about goods and services in accordance with the subject matter of the Exhibition, sold and provided by the Exhibitor in order to find and attract potential contractors. The use of the Exhibition Area for any other purpose is prohibited. The Exhibitor undertakes to present goods and/or services that fully correspond to the subject of the Exhibition.

17.6. The Exhibitor undertakes not to provide the Exhibition Area to a third party, either in part or in full, either for a fee or free of charge, and not to transfer to a third party the rights and obligations under the Contract without the written consent of the Exhibition Operator.

17.7. The Exhibitor's violation of the terms of payment under the Contract gives the Exhibition Operator the right to unilaterally refuse to perform the Contract, and in the case of actual occupation of the Exhibition Stand by the Exhibitor, to stop the supply of all types of utilities to the Exhibitor's Exhibition Stand. The Contract for participation in the Exhibition may also be terminated in other cases if the Exhibitor significantly violates the General Terms and Conditions. In this case, the funds transferred by the Exhibitor are withheld, and all invoices exceeding the transferred amount of funds for services are paid by the Exhibitor in accordance with the established procedure. These funds are considered as penalties.

17.8. Failure by the Exhibitor to comply with the provisions of the General Terms and Conditions, including non-payment of fines, entails, at the discretion of the Exhibition Operator, the termination of all services provided by the Exhibition Operator, or a reduction in the volume of equipment provided, or may be considered as a unilateral refusal of the Exhibitor from the declared services with the application of the consequences established by the General Terms and Conditions, or entails the delay of the Exhibitor's Exhibits as collateral (Articles 14, 359-360 of the Civil Code of the Russian Federation) until the receipt of unpaid amounts, fines and payment of the cost of forced storage of Exhibits belonging to the Exhibitor, unless otherwise agreed with the Exhibition Operator.

17.9. The exhibitor undertakes, at the written request of the Exhibition Operator, to pay a fine in the amount of 500,000 (Five hundred thousand) rubles in the event of the following circumstances, which are considered as an indisputable and obvious violation of contractual obligations:

- 1) if temporary structures, the Exhibition Stand and/or exhibits are installed by the Exhibitor in violation of the boundaries of the designated Exhibition Area;

- 2) if the Exhibition Stand does not correspond to the project that was agreed with the Exhibition Operator;
- 3) in case of failure to pass the technical examination of the Exhibition Stand.

## **18. Liability of the Exhibition Operator and exclusion of liability**

18.1. The Exhibition Operator is responsible for the timely holding of the Exhibition, as well as for the proper provision of additional services agreed by the Parties, according to the Exhibitor Manual and the Contract.

18.2. The Exhibition Operator is not responsible for the Exhibitor's property located on the Exhibition Stand during the Exhibition period, after its completion, as well as during the installation and dismantling works.

18.3. The Exhibition Operator is not responsible for the meteorological conditions (temperature, pressure, humidity, wind, cloud cover and precipitation, visibility range, fog, thunderstorms, soil temperature and condition, height, and condition of snow cover) in relation to the participation of Exhibitors in outdoor areas and in specially constructed Pavilions during the Exhibition.

18.4. The Exhibition Operator is not responsible for the content of the advertising materials of the Exhibitors, as well as the availability of permits, certificates, licenses, patents and properly executed copyrights in relation to the Exhibits.

18.5. In case of non-provision of services or partial non-provision due to the fault of the Exhibition Operator, the latter, on the basis of a written request from the Exhibitor, returns the amount paid by the Exhibitor for the services not provided.

## **19. Resolution of disputes and disagreements of the Parties**

19.1. Disputes and disagreements between the Exhibitor and the Exhibition Operator, if they cannot be resolved through bilateral negotiations, are subject to resolution in accordance with the established procedure in the arbitration Court of Moscow, and if the Exhibitor is a foreign legal entity, the dispute is subject to resolution in the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its Rules, the decision of which will be final and binding on both parties.

19.2. The applicable law is the law of the Russian Federation. In case of different interpretations of the text of the General Terms and Conditions, published in a foreign language, the text in Russian is taken as the basis.

19.3. The claim procedure for resolving disputes under the Contract for Participation in the Exhibition is mandatory. All claims against the Exhibition Operator can be submitted by the Exhibitor during the Exhibition period. The Exhibitor must attach documents confirming the validity of the claim, the fact that the Exhibition Operator has agreed on the relevant obligation and its violation, the monetary value of the violated obligation, as well as documents confirming the payment of the cost of participation in the Exhibition or additional services, to the claim. Claims received later than the established deadline, or that do not meet the established requirements, are unfounded and will not be accepted for consideration.

## **20. Force majeure circumstances**

20.1. The Exhibition Operator shall not be liable for any losses that have arisen in the event of the impossibility of full or partial performance of the obligations under the Contract, namely: fire, natural disasters, war, military operations of any nature, prohibition of export or import, or other circumstances

beyond the control of the Parties. The deadline for the fulfillment of obligations is postponed in proportion to the time during which such circumstances will operate.

20.2. If these circumstances continue for more than 3 (three) months, the Exhibitor and the Exhibition Operator have the right to refuse to continue performing their obligations under the Contract, and in this case neither Party will be entitled to compensation for possible losses by the other Party.

20.3. The Party that is unable to perform its obligations under the Contract must immediately notify the other Party of the occurrence and termination of circumstances that prevent the performance of obligations.

20.4. The documents (certificates) issued by the relevant competent authorities of the Parties will serve as confirmation of the occurrence of force majeure circumstances and their duration.

## **21. Additional security measures while there is risk of novel coronavirus infection (COVID-19) spread**

21.1. When designing and building a stand, it is necessary to consider all measures for social distancing and optimization of working areas on the stand.

21.2. During the construction of the stand, it is necessary to provide (in places where visitors gather) places where hands are treated with skin antiseptics, including installed dispensers or wet wipes.

21.3. When designing and constructing the stand, it is necessary to consider the possibility of controlling the number of visitors and staff on the stand territory. It is necessary to provide for the routing of visitors to the stand and the arrangement of racks, tables, and chairs, taking into account the observance of the distance (1.5 m), as well as provide separate entrances and exits at the stand with the installation of information signs, floor markings and racks with boundary tapes.

21.4. The entrance to the Exhibition is carried out after passing the non-contact body temperature control, which is carried out before the approach to the frame metal detectors.

21.5. Entry and stay on the territory of the Exhibition is possible only on condition of using personal protective equipment (mask, gloves), which must be worn upon entering the territory of the Exhibition.

21.6. During the Exhibition period, the Exhibitor is responsible for compliance with the requirements of Rospotrebnadzor at its stand, aimed at preventing the spread of a new coronavirus infection (COVID19). Compliance with the requirements and recommendations is the key to the health of the Exhibitor's employees and visitors, and also eliminates the risk of bringing the Exhibitor to responsibility for violating the sanitary and epidemiological rules provided for by the current legislation of the Russian Federation.