



**GENERAL TERMS OF PARTICIPATION IN THE MOSCOW  
INTERNATIONAL EXHIBITION OF JEWELLERY AND WATCHES  
"YUVELIR – 2010"**

**Р.О.С.  
ЮВЕЛИР  
ЭКСПО**

"YUVELIR 2009" is the Largest Exhibition in Russia, that is held annually in September in the "SOKILNIKI" Centre for holding Cultural Events and Exhibitions. The exhibits to be displayed at the exhibition include jewellery of mass production made of precious metals and gems, unique jewellery of individual manufacture, precious and semiprecious stones, gem insertions, pearls, amber, corals, bijouterie, watches, technical equipment, tools, equipment for making jewellery and processing gems, items made of porcelain, pottery, stone, bone, metal as well as packaging etc.

The exhibition "YUVELIR 2009" is held under the guiding sponsorship of the Ministry of Economic Development and Trade of Russia, the Gokhran of Russia, the Government of city of Moscow and the Assay Chamber of Russia.

The Organizer of the Moscow International Exhibition of Jewellery and Watches "YUVELIR 2009" is ZAO (Closed Joint Stock Company) "R.O.S.YUVELIREXPO" (Certificate of quality № ROSS RU 0001.04ЯА00 1250 from 22.01.2009)

## **1. GENERAL CONDITIONS**

1.1. These General Terms of Participation in the Moscow International Exhibition of Jewellery and Watches "YUVELIR 2010" (hereinafter referred to as "Terms of Participation") define and regulate relations between ZAO "R.O.S.YUVELIREXPO" (hereinafter referred to as the "Organizer") and participants to the exhibition (hereinafter referred to as the "Exhibitors") as far as the timely and accurate fulfilment of their mutual obligations related to preparing and holding the exhibition "YUVELIR 2010" are concerned (hereinafter referred to as the "Exhibition").

1.2. The Moscow International Exhibition of Jewellery and Watches "YUVELIR 2010" will be held in pavilions 3, 3.2, 4.2, 4.3, 11, 3.1, 11.2, 4, 4.1, 2, 17 of the "Sokolniki" Centre for holding cultural events and exhibitions from 3 September 2009 to 10 September 2009 (8 working days).

Visitors' hours: 10 a.m. – 8.30 p.m. (daily). On 10 September 2010: 10 a.m. - 03 p.m. (Dismounting of the jewellery exposition begins at 03 p.m.)

Mounting dates: 26 August 2010 (from 3 p.m.), 27 - 30 August 2010: 10 a.m. – 8 p.m. On 31 August 2010: 10 a.m. - 04 p.m

If the Exhibitor chooses to make a stand on his own, he can do it from 28 August 2010 to 30 August 2010: 10 a.m. – 8 p.m., on the 31 August 2010: 10 a.m. - 04 p.m.

Dismounting dates: From 4 p.m. on 10 September 2010 to 11 September 2010.

Bringing exhibits to the exhibition grounds: 2 September 2010.

Registration: 1 and 2 September 2010.

1.3. The Organizer of the exhibition shall provide the Exhibitor with equipped or non-equipped exhibition space (minimum is 15 square meters), carry out construction of stands according to the Exhibitor's own design, provide electric wiring and a plumber's services, let furniture and accessories which the Exhibitor may need to equip his stand, hire specialists and attendants to take care of the stand, plan and carry out the promotion activities, publish the Official Catalogue of the exhibition.

1.4. The Organizer shall take a registration fee of 500 EURO from each exhibitor. The registration fee includes publishing information about the firm in the Official Catalogue, 1 copy of the Official Catalogue, accreditation of the assignees of the company with granting the special personal passes, the diplomas in frames and set of the information documents.

1.5. The Exhibitors signed the Contract should be guided by the "Terms of participation" in "YUVELIR 2010" and all the enclosures that can be included in this document by the Organizer as supplements and changes drawn up in due form.

## **2. REGISTRATION OF PARTICIPATION**

2.1. A company wishing to take part in the exhibition shall send to the Organizer two copies of the official Exhibitor's Contract before 1 June 2010. The Contract should be filled in, have the stamp and be signed by the head of the company or an authorized person.

Contracts received after the above-mentioned date will be accepted and considered in case there is vacant exhibition area. After signing the Contract the Organizer has the right to reduce the size of the requested exhibition space. Also the Organizer has the right to reject signing the Contract of which he informs the Exhibitor in a written form.

If registration of participation in the exhibition is made after 1 June 2010, all prices shall be increased by 10 % of the established rate, after 1 August 2010- by 20 %.

On receiving the Exhibitor's Contract the Organizer shall put a number, stamp, and signature and send one copy back to the Exhibitor.

2.2. From the date of signing the Contract the Organizer from one side and the Exhibitor from the another shall be regarded as Parties that have established contractual relations on the basis of these Terms of Participation if nothing different is envisaged by the two Parties in writing (or in the form of other normative documents issued by the Organizer on holding the Moscow International Exhibition of Jewellery and Watches "YUVELIR 2010").

2.3. Collective participation in the exhibition of several companies using the same stand is allowed by agreement with ZAO "R.O.S.YUVELIREXPO", excepting the stand with minimum exhibition area – 15 sq. meters. The Exhibitor - organizer of collective participation shall submit to ZAO "R.O.S.YUVELIREXPO" along with the Exhibitor's Contract a list of companies, that are going to be collective participants, indicating their patterns of ownership and legal addresses, give to the Organizer notarized copies of the registration papers of these companies and copies of licenses authorizing the companies to deal with precious metals and gems. The Organizer of collective participation is fully responsible for observing the "Terms of Participation" by each collective participant. The Exhibitor - Organizer of collective participation pays a 1000 Euro fee for each extra participant.

The Organizer of the exhibition has the right to exclude any company (organization) from a list of collective participants.

Exhibitor shall assign a representative of his company having all necessary powers, who on arriving at the exhibition shall have with him:

- power of attorney authorizing him to sign financial and other documents which should be signed by the head of the Company and chief accountant and certified by the stamp of the company,
- notarised copies of the working registration documents of the company,
- Copies of licenses authorizing the company to deal with precious metals, gems, trade etc.

If the Exhibitor's assignee fails to provide the above mentioned documents, the Organizer reserves the right not to submit to the Exhibitor's assignee any financial information and other documents on the Moscow International Exhibition of Jewellery and Watches "YUVELIR 2010".

2.5. Companies (organizations) can participate in the exhibition without a stand, but in this case the Exhibitor is required to submit to the Organizer the above mentioned authorizing documents and pay the registration fee.

Participation without a stand gives the right to:

- accredit one representative of the company,
- publish information about the company in the Official Catalogue of the exhibition,
- receive one copy of the exhibition catalogue.

### **3. EXHIBITION SPACE, ERECTING, EQUIPPING AND DECORATING A STAND**

3.1. Exhibition space is given to the Exhibitor for the period of erection and dismantling of the stand and work of the exhibition only after the Exhibitor has paid the invoices, made out by the Organizer.

The location of stands depends on the time the Contract was signed and vacant exhibition spaces available. Priority in granting exhibition spaces is determined by the size of the space and the date of payment.

Companies that have rendered financial and technical support in arranging the exhibition have advantage when they have to choose the location of their stands.

In exclusive cases, when the interests of the exhibition dictate that, the Organizer reserves the right to change the location of any stand or the location of all of them.

3.2. The Exhibitor can only use the rented space for the purposes and subject of the exhibition and should not disturb his neighbours and the exhibition as a whole with his activities, equipment, audio, light or other kinds of apparatus at the stands that have been given to him.

3.3. The rent for 1 sq. meter of non-equipped exhibition area in pavilions № 3, 3.2,4.2 - 410 EURO

The rent for 1 sq. meter of non-equipped exhibition area in pavilions № 4.3, 11 - 410 EURO

The rent for 1 sq. meter of non-equipped exhibition area in pavilions № 3.1, 11.2 - 410 EURO

The rent for 1 sq. meter of non-equipped exhibition area in pavilions № 4, 4.1, 2, 17 - object for negotiations

The rental fee also includes the cost of:

- providing exhibition space for individual construction,
- general lighting,
- general guarding of the exhibition grounds,
- cleaning passages between the stands in the pavilions,
- taking rubbish, packing and construction waste from places specially selected for that purpose during the erection and dismantling of the stands and work of the exhibition;
- General promotion carried out by the Organizer.

All the indicated prices include the value-added tax.

3.4. The Exhibitor can carry out the erection of stands and other temporary constructions on its own. In this case 2 months before the fixed date of the erection of the stand the Exhibitor should:

- come to an agreement with the Organizer about the size of the exhibition space, the location, interior, exterior and design of his stand and give the confirmed project with the original signature, stamp and send by post or e-mail to the Organizer;
- accredit a construction company and come to an agreement with the administration of the Centre for Holding Cultural Events and Exhibitions (CCEE) "Sokolniki" about all technical and procedure matters,
- Submit to the Organizer permission to carry through construction. The permission should be signed by an authorized person and certified by the stamp of the CCEE "Sokolniki" administration.

In this case the Exhibitor shall pay to the Organizer 10 % of the cost of non-equipped exhibition area except those exhibitors who have their own ready for use exhibition stands(should be confirmed by the balance documents of the company), and who's stands are built by LLC «Interform Expo». This should be confirmed by written permission to carry out the construction issued by the CCEE "Sokolniki" administration.

In the other case both Constructor and Exhibitor shall not be permitted to participate in the Exhibition.

3.5. If the Exhibitor carries out the erection of stands on its own, the mounting of the stand should be finished by 31 August 2009 before 04 p.m.

3.6. In case the Exhibitor breaks settled rules of mounting his stand or if he fails to finish the erecting of his stand by the mentioned date (Clause, 1.2, 3.5), he shall pay for prolongation of time of mounting works, Exhibitor shall pay to the Organizer 300 Euro for each hour of additional time of work.

The sum stipulated in clause 3.6 can be changed by mutual agreement in writing of Organizer and Exhibitor

3.7. If the Exhibitor orders or makes on his own a one-deck stand, the height of the units of which exceeds the height of stan-

standard equipment or units, that is 250 cm, the Exhibitor shall pay extra to the Organizer 20 % of the cost of non-equipped area taken by the stand. In the case of using the separate units of the stand, the height of which exceeds 250 cm, the Exhibitor shall pay to the Organizer according to the special calculation, in case the Exhibitor refuses to draw up additional agreement concerning stipulated constructions, he shall pay to the Organizer 10 % of the cost of non-equipped exhibition area.

3.8. In case of mounting of a stand not corresponding with confirmed project of Exhibitors stand concerted with the Organizer, the Exhibitor shall pay to the Organizer 30 % of the cost of non-equipped exhibition area.

3.9. In case the Exhibitor orders or makes a stand of two or more decks, he shall pay for the second deck extra at the rate of 50 % of the rent of non-equipped exhibition area.

3.10. The Organizer leases ready for use stands of 15, 18, 24, 30 and 36 square meters (sq. m.) with a frieze inscription (the name of the company without a logo – up to 24 symbols in black), furniture as well as other equipment except show-cases. (Addendum No. 2 to Supplement No.2)

3.11. The rent of 1 square meter of equipped area in pavilions № 3, 3.2,4.2 - 480 EURO

The rent of 1 square meter of equipped area in pavilions № 4.3, 11 - 480 EURO

The rent of 1 square meter of equipped area in pavilions № 3.1, 11.2 - 480 EURO

The rent of 1 square meter of equipped area in pavilions № 4, 4.1, 2, 17 - object for negotiations.

The rental fee includes: general lighting, general guarding of the exhibition grounds, cleaning passages between the stands in the pavilions, taking rubbish, packing and construction waste from special places during the erection and dismantling of the stands and work of the exhibition, services of personnel (administrators, electricians on duty, plumbers etc.), general promotion carried out by the Organizer. All the indicated prices include the value-added tax.

3.12. Depending on the visibility of the location of stand, the Exhibitor should pay extra to the Organizer:

- 10 % of the cost of non-equipped exhibition area – for “corner” or “leaner” location (two-side view);
- 15 % of the cost of non-equipped exhibition area – for “peninsular” location (three-side view);
- 20 % of the cost of non-equipped exhibition area – for “island” location (four-side view).

3.13. In case the Exhibitor refuses to use any standard units for making a stand, the Organizer does not refund the cost of the units that have not been used.

The Exhibitor shall come to an agreement with the Organizer about the basic set of furniture to be used for the construction of any non-standard stand.

Additional equipment is granted at the prices indicated in the price-list. (Supplement № 3)

3.14. The Exhibitor can arrange the exhibits according to his own design. In this case the Exhibitor shall submit to the Organizer the plan of the stand and make an order for additional equipment before 15 June 2010. (Supplement №2)

In case: - the Exhibitor refuses from ordered equipment and/or services, which connects with the building and design of the stand in two weeks before the date of mounting works, he has to pay the sum of money, which covers the actual expense of the Organisers which was spent on this works;

- the Exhibitor refuses from ordered equipment and/or services, which connects with the building and design of the stand during the mounting works, he has to pay to the Organisers 100% of the sum;

The Exhibitor can use his own equipment and arrange the exhibits according to his own design. In this case the Exhibitor shall come to an agreement with the Organizer about the design not later than two months before the beginning of the erection of the stand. The height of the stand as well as any other equipment should not exceed 250 cm.

In case:

- the Exhibitor has not submitted the plan of the stand and has not made in due time an order for furniture and extra equipment to be rented and/or has changed the design of the stand which brings about the change in its configuration one month before the beginning of the erection, the Organizer shall carry out reconstruction of the stand at the Exhibitor's expense and all the prices shall be increased by 50%;

- The Exhibitor chooses to change the interior of his stand during the erection; this can only take place on the Organizer's written consent and shall be carried through at the Exhibitor's expense while the cost of the construction is increased by 100 % of the established rate.

3.15. Every incomplete sq. meter shall be regarded as a complete one.

3.16. All temporary constructions and stands shall be installed within the boundaries of the area allotted to the Exhibitor.

3.17. The Exhibitor has no right to underlet his exhibition space.

3.18. The Exhibitor shall finish equipping the stand by the date of the opening of the exhibition and cannot take out the exhibits before its closing. Otherwise the Exhibitor shall pay to the Organizer penalty of 20 % of the whole value of the stand.

3.19. The number of accreditations given to the Exhibitor depends on the area ordered: for 10 -15 sq. meters – 3 accreditations, for 16 -24 sq. meters – 4 accreditations, for 25 -30 sq. meters – 5 accreditations . In case the Exhibitor ordered more than 30 sq. meters he gets 1 accreditation for every additional 5 sq. meters.

Every Exhibitor's employee that has got accreditation will be given a special personal pass so that he could freely enter the exhibition grounds. A personal pass cannot be handed over to another person. In case a personal pass is handed to another person, it shall be taken away and never returned. Extra accreditations are acquired for money (50 EURO).

Before 1 August 2010 the Exhibitor shall send to the Organizer a list of his employees indicating their full names and one photo of every employee.

The personal pass is valid if it has the photo of the employee of the Exhibitor.

After the indicated date accreditations will be granted to Exhibitors according to their turn on the waiting list directly at the exhibition on the days when exhibits are brought to the exhibition grounds.

The number of Exhibitor's employees indicated in the list is determined by the size of the exhibition space ordered by the Exhibitor (1 person for 1 sq. metre).

The representative of the Exhibitor gets personal (according to submitted list) passes for one visit to the exhibition.

The Exhibitor's employees will be admitted under personal passes for one visit to the exhibition only on presentation of passport.

The Exhibitor's employees that have not been included in the list will be admitted according to the common criteria.

3.20. Exhibition space not taken by the Exhibitor 24 hours before the opening of the exhibition shall be regarded as vacant, and the Organizer has the right to dispose of them at his own discretion. The Exhibitor shall not be given a refund in this case. (See Clause 12).

#### **4. ORDERING SERVICES**

4.1. The Organizer shall provide the following services at the Exhibitor's request and expense:

- installation of telephones,
- hiring attendants,
- promotion.

4.2. All orders should be signed by the head of the company or a person authorized to make all payments related to the exhibition, certified by the Exhibitor's stamp and submitted to the Organizer of the exhibition in 2 copies before the indicated date.

If the orders have not been made in due time, the Organizer cannot give a guarantee of their timely execution.

As soon as the Exhibitor's Contract is signed, the Organizer shall take the order for execution. One copy of the order shall be sent back to the Exhibitor.

According to the orders for services received from the Exhibitor and registered by the Organizer the latter makes out invoices for services rendered. The Organizer shall provide all services to the Exhibitor only after the Exhibitor has remitted the entire sum of money to the Organizer's bank account.

In case the Exhibitor rejects the services he has ordered, he shall reimburse the Organizer for the expenses related to providing these services.

4.3. In accordance with the Addendum 2 for additional payment, the Organizer provides the Exhibitor with special VIP passes for parking close to the pavilions of the Exhibition area. As the quantity of VIP passes is limited, it will be given to companies (or organization) according to the queue. The cost of one VIP pass is 400 EURO.

#### **5. EXHIBITION CATALOGUE**

5.1. By the opening of the exhibition an Official Catalogue is published with the brief information about the Exhibitor (up to 50 words excepting address, phone, fax, e-mail). The information to be published in the Official Catalogue shall be submitted to the Organizer before 15 June 2010 in English and in Russian.

In case the above mentioned information has not been submitted in due time, the Organizer shall only place the name of the company in the Official Catalogue.

5.2. If the Exhibitor wishes, the Organizer can translate the Russian or English variant of information about the Exhibitor's activity into English or Russian.

Cost of one translation is 100 EURO.

5.3. The Exhibitor has the right to get 1 copy of the Official Catalogue of the exhibition free. Extra copies shall be paid for. The Exhibitor shall receive the Catalogue of the exhibition as well as the schedule of the exhibition events right at the exhibition. If the Exhibitor wishes to receive more catalogues it should be paid. The Official Catalogue, Certificate (Diploma) and booklet Exhibitor gets in the Exhibition.

5.4. If the Exhibitor wishes, the company's promotion materials as well as the logo of the company can be published in the Official Catalogue at the Exhibitor's expense.

5.5. The Organizer shall not be responsible for errors and omissions in the original, which the Exhibitor has submitted for publishing in the Catalogue.

5.6. Due to the construction of the pavilions starts one day before the official opening of the exhibition, the Organizer of the Exhibition shall not be responsible for errors and omissions, published in the Catalogue.

#### **6. PAYMENTS**

6.1. Payment for participation in the exhibition shall be made by the Exhibitor on the basis and in full conformity with the essential elements and within the timeframe indicated in the invoices made out by the Organizer. The Exhibitor should remit 25% of the cost of participation in the exhibition within 5 banking days from the date of making out an invoice by the Organizer.

6.2. Exhibition space shall be reserved for the Exhibitor after the money mentioned in Clause 6.1. has come to the Organizer's bank account.

6.3. Along with remitting money the Exhibitor shall notify the Organizer of the payment, number of the paying document of his bank as well as the date and amount of payment.

6.4. In case the payment has not been made in due time or the money has not come to the Organizer's bank account, the Organizer reserves the right to cancel its confirmation of having registered the company as the Exhibitor and break off the contractual relations unilaterally notifying the Exhibitor by a special "Participation Refusal Notice". In this case the Exhibitor shall pay 15% of the unequipped exhibition space ordered.

The Exhibitor shall pay penalty within 5 banking days after receiving from the Organizer the "Notification on penalty paying". In case partial paying had exceeded the sum of penalty the payment except the penalty will be returned to the Exhibitor.

6.5. Foreign exhibitors shall make payments in EURO.

6.6. The Exhibitor shall make payments for extra services rendered during the exhibition indisputably within 7 banking days of the date of receiving an invoice from the Organizer.

## **7. PROMOTION, INFORMATION AND DEMONSTRATION OF EXHIBITS**

7.1. All kinds of promotion activities related to the Exhibitor himself as well as the items produced by the Exhibitor and services rendered by him are allowed but only within the boundaries of the stand rented by the Exhibitor, height of which should not exceed 250 cm. (Clause 3.14) and only in full conformity with the main subject of the exhibition.

7.2. The Exhibitor pays extra for distribution of advertising production outside the rented stand through promoters or different ways (Supplement No. 6).

7.3. Promotion with the use of audio/video/optoelectronic systems and other kinds of equipment as well as making shows is only possible by agreement with the Organizer and on the latter's written consent.

Similar consent is required when other equipment is installed which can produce an optical or sound promotion effect.

7.4. The Exhibitor shall inform the Organizer of the exhibition of promotion activities he is going to carry out at his stand.

7.5. The Exhibitors can place with the Organizer an order for promotion activities as well as services related to making printed advertising materials, which shall be executed at the Exhibitors' cost.

7.6. All kinds of photo, video and film shooting during the work of the exhibition are executed by the people or companies having the Organizer's permission issued in a due form. Similar permission should be obtained for taking pictures at the time when the exhibition is closed for visitors. No other people or film crews shall be admitted to the exhibition grounds.

7.7. The Organizer reserves the right to make all kinds of shooting at the exhibition grounds including all the exhibits, separate items and use the finished shooting material for advertising his exhibition activities in mass media.

7.8. At the Exhibitors' request the Organizer shall publish information materials and render to the Exhibitors services related to planning and holding press conferences, presentations, briefings etc.

7.9. Orders for renting premises for promotion activities (press conferences, presentations etc.) are accepted before 10 August 2009. After that date the price for these services shall be increased by 25 %.

Orders that have been made after the opening of the exhibition shall be executed at negotiated rates.

7.10. The Exhibitor shall pay extra for all activities related to giving lectures and making films on the subject of the exhibition.

7.11. Demonstration of exhibits at the podium shall be carried out on special requests made before 10 August 2009 for which the Exhibitor shall pay extra. Orders that have been made after this date shall be executed at negotiated prices.

## **8. LIABILITIES AND INSURANCES**

8.1. The Organizer shall under no circumstances be liable for:

- loss of or any damage done to the exhibits and other assets belonging to the Exhibitor, his representatives, or people working for him or invited by him as well as any losses suffered due to a fire, explosion, whirl-wind, flood, lightning and other disasters;
- Any harm done to the Exhibitor and his employees, representatives and other people working for him or invited by him no matter in what way the harm was done.

8.2. The Exhibitor shall bear legal responsibility arising from these "Terms of Participation" in the exhibition including liability for observing labour and fire safety rules as well as public order.

8.3. The Exhibitor shall reimburse the Organizer for the losses suffered as a result of the damage done to the exhibition and storage rooms rented by him as well as stands, electric wires, running water, sewerage and other property belonging to the CCEE "Sokolniki" and LLC "Interform Expo", as well as all losses that the Organizer may suffer through the Exhibitor's fault.

8.4. The Organizer shall insure on a compulsory basis at the expense of the Exhibitor closed exhibition spaces, storage and other rented rooms against the risk of a fire for the period of the erection and dismantling of the stand and work of the exhibition.

8.5. The obligatory insurance fee is 5 EURO for 1 sq. meter of rented area. It refers only to exhibition space, it does not cover exhibits. The insurance fee is included in the invoice made out for the Exhibitor for his participation in the exhibition.

8.6. As for other kinds of insurance including the insurance of the exhibits the Exhibitor does it on its own. The Organizer can recommend insurance companies, which provide this kind of insurance.

8.7. Only those insurance agreements under which an insurance company gives up its right to make regressive demands to the Organizer and the CCEE "Sokolniki" shall be deemed as acceptable. This concerns all possible damages covered by the insurance agreement.

## **9. CUSTOMS CLEARANCE, TRANSPORTATION AND PROVIDING SERVICES**

PLEASE CONTACT YOUR TRANSPORTATION COMPANY AND ASK FOR THE INSTRUCTION ON TRANSPORTATION AND REGISTRATION OF GOODS AT THE CUSTOMS AT THE EXHIBITION "YUVELIR 2010". THE EXHIBITOR IS FULLY RESPONSIBLE FOR DOUBTFUL DECLARING OF A CARGO.

## **10. COMMERCIAL ACTIVITIES**

MAKING CONTRACTS, DEALS ETC. AT THE EXHIBITION IS CARRIED OUT IN CONFORMITY WITH THE CURRENT LEGISLATION OF RUSSIAN FEDERATION.

## **11. FORCE MAJEURE**

11.1. Neither the Organizer nor the Exhibitor shall be responsible for complete or partial non-fulfilment of any of its liabilities under these "Terms of Participation" if this non-fulfilment was caused by circumstances of Force Majeure, namely: fire, flood, earthquake, military operations, epidemic as well as government acts of the Russian Federation that make it impossible for the Parties to fulfil their liabilities under the Contract.

Therefore the time of fulfilment of the Contract obligations is extended for the period equal to that during which such circumstances last.

11.2. The Party for which it has become impossible to meet obligations under the Contract has to notify in writing the other Party of the beginning, approximate duration and cessation of the above-indicated circumstances, but not later than 5 days of the moment of their beginning. The notification of the Force Majeure circumstances not made in due time deprives the corresponding Party of the right to refer to such circumstances in future.

The written evidence issued by the respective Chambers of Commerce will be a sufficient proof of the existence and duration of the above-indicated circumstances.

11.3. If it is impossible for any of the Parties to fulfil its obligations under the Contract for more than a month, each Party shall have the right to cancel the Contract, and in this case neither Party shall have the right to demand any compensation of eventual losses from the other Party and claim a refund.

11.4. In the event of the above-indicated circumstances the Organizer reserves the right to reschedule the exhibition and change its location.

## **12. REDUCING EXHIBITION SPACE, WITHDRAWAL FROM PARTICIPATION**

12.1. In case the Exhibitor cuts down the exhibition space or cancels his participation in the exhibition after the Organizer has received from the Exhibitor confirmation (the date of sending the confirmation by mail or the date and time of forwarding the confirmation by fax) the Exhibitor shall pay the following penalty:

1. 25 % of the cost of unused non-equipped area in case the Exhibitor informs the Organizer of his intention to cut down his exhibition space not later than two months before the fixed date of the beginning of the erection of the stand.

2. 50 % of the cost of unused non-equipped area if the Exhibitor informs the Organizer of his intention to cut down the exhibition space after the above-mentioned date, but before the fixed date of the beginning of the erection of the stand.

3. 100 % of the cost of unused non-equipped area if the Exhibitor informs the Organizer of his intention to cut down the exhibition space after the fixed date of the beginning of the erection of the stand.

4. 25 % of the cost of participation if the Exhibitor informs the Organizer of his intention to cancel his participation not later than 2 months before the fixed date of the beginning of the erection of the stand.

5. 50 % of the cost of participation in case the Exhibitor informs the Organizer of his intention to cancel his participation one month before the beginning of the erection of the stand.

6. 100 % of the cost of participation if the Exhibitor informs the Organizer of his intention to cancel his participation later than one month before the beginning of the erection of the stand.

The Exhibitor should remember that the money he earlier remitted to the Organizer shall not be returned to him.

12.2. In accordance with the terms indicated in point 12.1. of «Terms of participation», in case the Exhibitor cancels his participation in the exhibition by oral form (by phone) it is the reason for the Organizer to issue the Invoice for penalty payment.

12.3. Payment, received from the Exhibitor, is considered to be as a penalty payment. If the Exhibitor pays more than established by the Organizer penalty sum, the Organizer transfers the sum into Exhibitor's account.

## **13. RESPONSIBILITY FOR DELAY IN PAYMENT AND NON-OBSERVANCE OF THE "GENERAL TERMS OF PARTICIPATION".**

13.1. In case the Exhibitor fails to pay by 10 July 2010 the invoices which the Organizer has made out for the Exhibitor's participation in the exhibition, making a stand and the services the Exhibitor has ordered, the latter shall pay along with the remitting his debts the penalty at the rate of 1, 0 % of the amount of the debt for each day of delay.

13.2. In case of non-observance of these "Terms of Participation" by the Exhibitor the Organizer reserves the right to cancel his contract with the Exhibitor unilaterally of which he informs the Exhibitor in writing. In this case all the money transferred by the Exhibitor shall be kept back and the latter shall pay in line with the established procedure all the invoices that exceed the amount of money transferred as payment for the services.

## **14. SETTLEMENT OF DISPUTES**

14.1 If any disputes or differences which may arise between the Organizer of the Exhibition and the Exhibitor cannot be settled through negotiations, they are to be resolved by the Arbitration Court in Moscow in accordance with the current legislation of the Russian Federation.

14.2 The "Terms of Participation" have been drawn up in the Russian and English languages and in case of any differences in interpretation of the text of these "Terms of Participation" the Russian text shall be regarded as the authoritative and official text.

## **15. SPECIAL TERMS**

15.1. The delivering of Exhibits to the Exhibition is carry out by Exhibitor at its own. The Exhibitor shall submit to the Organizer before 1 September 2010 3 copies of letter for take in and take out the exhibits and equipment to the Exhibition grounds.

15.2. The Exhibitor shall give to the Organizer the name of the people (not more than 2) who will be responsible for receiving his collection and handing it over for safeguarding of which he shall inform the Organizer in writing before 1 September 2010.

15.3 In case the Exhibitor loses original documents reaffirming Exhibitors participating in the Exhibition as well as financial

and other documents concerning financial relations between the Organizer and the Exhibitor which are drawn up by the Organizer, additional issue of these documents or their duplicates will require payment based on rates stipulated in price list for additional services.

15.4. The amplification of terms of participation is possible on a bilateral basis.

**Contact phone: +7 (495) 517-66-42**

**Phone: +7 (495) 417-67-65**

**E-mail:**

**[elrybakova@yandex.ru](mailto:elrybakova@yandex.ru)**

**Web-site: [www.rosyuvelirexpo.ru](http://www.rosyuvelirexpo.ru)**

#### **16. ADDITIONAL INFORMATION**

16.1. For our foreign Exhibitors customs services are provided by our Official partner customs company «TBSS»

**Contact phone: +7-916-315-39-26; +7 (495)-223-29-86**

**E-mail: [katia@tbss.ru](mailto:katia@tbss.ru)**

**Contact person Ms. Ekaterina Pashovikova**

**A.Kurinenko**

**General Director of**

**ZAO «R.O.S.YUVELIREXPO»**