



# Terms of Exhibition of TOKYO PACK 2021

Any exhibitor (hereinafter called the “Exhibitor”) who has an intention to participate in TOKYO PACK 2021 (hereinafter called the “Exhibition”) will be required to comply with the following terms and conditions provided in this Terms of the Exhibition (hereinafter called the “Terms of Exhibition”).

## Article 1 Exhibition Contract and Right to Use of Booth

(1)The Exhibitor, who has an intention to participate in the Exhibition, shall fill in the application form to the Exhibition (hereinafter called the “Application Form”) as otherwise designated by JAPAN PACKAGING INSTITUTE, the organizer of this Exhibition (hereinafter called the “Organizer”), and send it to the Organizer.

(2)The Organizer will submit an application acceptance with an invoice (hereinafter called the “Acceptance and Invoice”) to the Exhibitor after the Organizer confirms the contents of the Application Form submitted from the Exhibitor and approves such application from the Exhibitor.

(3)The exhibition contract (hereinafter called the “Exhibition Contract”) shall be effective at the time of submit of the Acceptance and Invoice to the Exhibitor; provided, however, the Exhibitor shall not have any right to use the booth assigned until the Exhibitor fully pays all amount of the exhibition fees (hereinafter called the “Exhibition Fees”) within two months from the date on the invoice in accordance with the Article 3 of this Terms of Exhibition.

## Article 2 Refusal of Application

The Organizer has the right to refuse or reject any application from the Exhibitor in case that the Organizer finds and decides the Exhibitor or any of its exhibition items may be inappropriate to this Exhibition or the purpose of it.

## Article 3 Invoice and Payment of Exhibition Fees

(1)After the effective date of the Exhibition Contract based on the Article 1, the Exhibitor shall fully pay the total amount of the Exhibition fees within two months from the date on the invoice by means of telegraphic transfer remittance to such bank account as otherwise designated by the Organizer. The Exhibitor shall not pay such amount by draft. Any and all bank charges, commissions and other costs associated with such telegraphic transfer remittance shall be for the account of the Exhibitor.

(2)Any and all payments payable by the Exhibitor to the Organizer under this Terms of Exhibition shall be made in Japanese Yen.

(3)In case the Exhibitor fails to pay full amount of the Exhibition fees by the deadline the Organizer has the right to deem the Exhibition Contract between the Exhibitor and the Organizer to be canceled, and then, has the right to claim Cancellation Charges to the Exhibitor pursuant to the Article 4 hereof.

## Article 4 Cancel after Application / Cancellation Charges

(1)After submitting of the Application Form to the Organizer, the Exhibitor shall not revoke, cancel or change the application or the Exhibition Contract in principle.

(2)Notwithstanding the previous Section, in case the Exhibitor desires to cancel or change the Exhibition Contract, the Exhibitor shall submit the Organizer a written, cancellation notice in advance in which the reason of such cancellation and other relating information shall be described. In case the Organizer admits that such cancellation or change may be inevitable due to the force majeure or any act of God, and accept such cancellation, the Exhibitor shall immediately pay the Organizer the following cancellation charges (hereinafter called the “Cancellation Charges”) depending on the acceptance date of such cancellation notice by the Organizer (hereinafter called the “Reference Date”). The Exhibition Contract between the Exhibitor and the Organizer shall be canceled at the time when the payments of the Cancellation Charges be fully made by the Exhibitor to the Organizer:

Cancellation Charges

(\*Following periods shall be classified based on the Reference Date.)

i)From September 19, 2020 to October 16, 2020:

\*Fifty percent (50%) of the full amount of the Exhibition Fees

ii)On or after October 17, 2020:

\*One Hundred percent (100%) of the full amount of the Exhibition Fees

(3)In case the Exhibitor has already paid the full of, or a part of, the amount of the Exhibition Fees to the Organizer before submitting the cancellation notice (hereinafter called the “Advanced Payments”), such amount of the Advanced Payments shall be applied to the Cancellation Charges payable to the Organizer. If such Advanced Payments exceed the amount of the Cancellation Charges, the balance shall be reimbursed to the Exhibitor by the payment method and by the date designated by the Organizer. If such Advanced Payments be insufficient to the amount of the Cancellation Charges, or if any Advanced Payment has not been made, the balance, or the full amount, of the Cancellation Charged shall immediately be paid by the Exhibitor to the Organizer.

(4)Notwithstanding the provision of the Reference Date described in the Section 2 of this Article, in case the Exhibitor fails to pay the amount the Cancellation Charges or its balance provided in the latter part of the previous Section within two

(2)weeks from the submit of cancellation notice to the Organizer, the Cancellation Charges shall be One Hundred percent (100%) of the full amount of the Exhibition Fees irrespective of actual date of the cancellation notice.

## Article 5 Expenses included in Exhibition Fees

The following fees and expenses shall be included in the Exhibition Fees:

Fee for use of i) exhibiting booths, ii) Partition wall(s) (back wall and side wall of adjoining booths, if any), iii) prescribed number of Visitor guidance articles (invitation tickets, poster, etc.), iv) fee for posting of the name and other information of the Exhibitor to exhibitor's list on the formal homepage of this Exhibition (up to two companies per booth, v) Construction costs of electric trunk line within a supply limit as otherwise

designated, and vi) planning, management and administrative expenses of the whole Exhibition.

## Article 6 Expenses excluded in Exhibition Fees

The following fees and expenses shall NOT be included in the Exhibition Fees:

i) Decoration, installation and carrying out, and operational expenses in or relating to the booth assigned to the Exhibitor, ii) construction and usage fees of electricity, gas, water supply, etc., iii) construction and usage fees for communication lines, iv) usage fees for leased fixtures, v) additional visitor guidance articles fees, vi) expenses concerning the accident which occurred during installation and carrying out works or demonstration, vii) compensation fees due to the breakage of the hall equipments, fixtures or other company's exhibition items, etc., ix) insurance premiums for exhibition items, etc., of the Exhibitor, x) expenses for the repair of the exhibition items pursuant to any statute and/or exhibiting regulation, and xi) other fees and expenses which shall not be included in the Exhibition Fees as provided in the Article 5.

## Article 7 Type of Booth

The type of the booths shall be three kinds of types in principle, such as single, double and block type, as described in the Application Outline otherwise designated and provided by the Organizer and the Application Form (which may be described in the attached Guidance of Application to the Exhibition), etc. The number of the booths available is designated depending on the said types of the booths. The Exhibitor shall make an application for the Exhibition after selecting and deciding the number and the type of the booths pursuant to the following 1) and 2); provided, however, in view of the formation of entire venue or hall of the Exhibition, the Organizer has the right to change the type and/or the number of booths available to the Exhibitor both before and after the effective date of the Exhibition Contracts between the Exhibitor and the Organizer:

1)Unacceptable type and layout of the booths:

\* “L”- character like booth layout

\* A layout that three faces of one single booth abut on passages, or

\* A layout that two booths of one exhibitor face each other across a passage.

2)Partition Wall:

Partition walls (back wall and side wall) will be set up at the cost of the Organizer in case there are other booths adjacent to the Exhibitor's booths in the single or double type. In case there is no adjoining booth, any partition wall will not be set up.

## Article 8 Allocation of Booth

The Organizer may, at its sole discretion, decide the booths allocated and available to the Exhibitor by considering comprehensively the Exhibitor's country, area, the contents of exhibition, the order of the applications, past exhibition performances, a scale, equipments used, space formation and so on, based on the drawings determined by the Organizer.

## Article 9 Prohibition of Sublease of Booth

Without a prior written consent of the Organizer, the Exhibitor shall in no manner sublease, transfer, rental or exchange the right to use the booths allocated to the Exhibitor, in whole or in part, to any third party or any other exhibitor of the Exhibition.

## Article 10 Joint Exhibition

In case of an application by two or more companies jointly, only one company (hereinafter called the “Representative Exhibitor”) shall make an application with the information of the other companies' names, contact addresses, etc., to the Organizer at the time of application. Any notice or submit of visitor guidance articles from the Organizer shall be made only to the Representative Exhibitor; provided, however, the joint exhibitors other than the Representative Exhibitor shall be treated as the same of the Representative Exhibitor relating to the posting of the names and other information of the Exhibitor to exhibitor's list on the formal homepage of this Exhibition or visitor guidance articles.

## Article 11 Installation and Removal of Exhibition Items

(1)Exhibition items of the Exhibitor shall be installed and set to the exhibition venue and hall during the time period as notified from the Organizer afterward. However, the installation and setting of exhibition items to the booths assigned shall have been finished by February 23, 2021. In case the Exhibitor does not occupy the booths assigned to it by 5:00 p.m. of February 23, 2021, the Organizer has the right to deem the Exhibition Contract cancelled and to use such booths in a manner which the Organizer thinks appropriate at its sole discretion. And in such case, the Exhibitor shall pay the Cancellation Charges applied to the cancellation date of February 23, 2021 pursuant to the Article 4.

(2) In case that the booths assigned to the Exhibitor be adjacent to the other exhibitor's booths, the Exhibitor shall agree not to construct or set up its booths and exhibition items in any manner obstructive to the other exhibitor's booths.

(3)The Exhibitor shall not install, transport or take out its exhibition items, ornaments, etc. without a prior consent of the Organizer.

(4)Any and all exhibition items and ornaments of the Exhibitor in the booths assigned shall be removed and taken out by the time otherwise notified by the Organizer afterward (it might be expected to be 11:00 a.m. of February 27, 2021) by the Exhibitor's costs

