



VAPE EXPO JAPAN 2019
23rd-25th, May 2019
Tokyo Makuhari Messe
2-1, Nakase, Mihama-ku, Chiba,
261-8550 JP

Terms of Participation

1. Exhibition and Admittance

1.1 Vape Expo Japan will be held at the Makuhari Messe from 23rd to 25th May, 2019.

1.2 The request for permission to participate in the exhibition is made by sending the legally binding signed and completed Exhibition Application Form on the front page to the organizer. These Terms and Conditions for Participation are recognized as obligatory with the signing and return of the Exhibition Application Form from the organizer. The exhibitors are bound to their registration until such time as the decision is made by organizer regarding admission. The organizer reserves the right to accept or refuse any registration regarding admission without giving any reason. Admittance is granted with the written confirmation of Vape expo Japan. This makes the rental agreement between the exhibitors and organizers legal and binding, if nothing different has been agreed in writing.

1.3 The application and confirmation of its receipt do not constitute grounds for any claim to approval, or to any specific location or site of stand. In particular, the organizer is entitled to implement reduction in the number of square meters applied for if the exhibition area available is oversubscribed.

1.4 Any exhibitor who wishes to use a company name on its exhibition stand which is different to that stated on its Exhibition Application Form must submit notice of this change to the organizer at least three months prior to the commencement of the exhibition.

1.5 All domestic and foreign manufacturers or their Chinese subsidiaries, general importers and specialized dealers authorized by the manufacturers as well as organizations and institutions are admitted as exhibitors.

1.6 The organizer reserves the right at their sole discretion to change the location, dimensions or size of the exhibition area rented by the exhibitor or to change the opening hours, the dates, the terms of duration of the exhibition from that for which application is made in the Exhibition Application Form and to undertake any kind of alterations to the exhibition whatsoever. The organizer will provide the exhibitor with notice of the changes as soon as practicable. If the changes are so much subsequently that the exhibitor can no longer be reasonably expected to accept the changes the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification of the changes by organizer.

2. Allocation of Exhibition Space, Co-exhibitors

2.1 The exhibition space is rented to the exhibitor only (in common with the organizers and all others authorized by the organizer) on a non-exclusive basis. The exhibitor is prohibited to sublet the exhibition space allocated to it, either wholly or in part or otherwise part with or share possession of all or any part of the exhibition space without the prior written consent of the organizer. The exhibitor shall ensure that any such authorized subletting complies with this contract, Terms and Conditions for Participation, Technical Guidelines of the Makuhari Messe and the Exhibitor Manual. The exhibitor shall be responsible for any default of such subletting and shall indemnify the organizer in accordance with clause 8. The organizer reserves the right to cancel the participation and contract immediately if booth subletting occurs.

2.2 Co-exhibitors are those who appear at the stand of an exhibitor with their own staff and own offering. These include consolidated companies and subsidiaries. The acceptance of the co-exhibitor must be requested in writing from the organizer, stating the full address and contact partner. No contract is concluded between the co-exhibitors registered by an exhibitor and the organizer through the exhibitor's admittance.

3. Terms of Payment

3.1 A non-refundable deposit of 50% of total stand rental charges should be paid within 5 working days after the date of the confirmation.

3.2 The balance shall be paid before Jan. 31, 2019.

3.3 If participation application is made after the above deadline (3.2), the stand rental charge should be paid in full upon receipt of the invoice.

3.4 In the event of default of payment of deposit, the organizer will urge once. If the payment is not made within the next 3 working days after receipt of the urge (unless the urge specifies otherwise), the exhibitor's application shall be deemed to be canceled, and the organizer shall reserve the right to claim all

payment due from the defaulting exhibitor. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

4. Stand Construction and Stand Design

4.1 Stand construction, design and safety are the responsibility of the exhibitor, who is obliged to ensure that everything is carried out in accordance with all applicable regulations and statutory guidelines as well as the Technical Guidelines of the organizer, which are also a part of the contract.

4.2 If presentations are to be held at stands, measures must be taken to ensure that they do not cause any visual or acoustic disturbance of neighboring stands. Moreover, neither common aisles nor floor areas of neighboring stands may be obstructed in any way whatsoever. Sound emissions from the stand must not exceed 80 dB (A) at the presenting stand's boundaries. In case of infringement, the organizer is entitled at its own discretion to prohibit the presentation causing annoyance or obstruction, and in case of repeated infringement to terminate the stand rental contract with immediate effect.

4.3 The organizer has the right to remove the products which violate the rules of competition and related laws. E-liquid with nicotine are not allowed to be exhibited, taken and sold in the exhibition hall.

4.4 Surveys and promotional activity on the part of the exhibitor are permitted only at its own stand and only for the articles they exhibit. This includes, in particular, the distribution of pamphlets.

4.5 The organizer reserves the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Technical Guidelines of the Inter Osaka and the Exhibitor Manual. The costs of such alteration and removal shall be entirely borne by the exhibitor and any sums of money which may have been paid by the exhibitor for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the organizer then the organizer may undertake the same at the risk and cost of the exhibitor and the exhibitor shall reimburse all costs and expenses incurred in relation thereto by the exhibitor on demand.

5. Stand Set-Up, Stand Dismantling and Opening Hours

5.1 Stand set-up and dismantling can be carried out during the following time:

Stand set-up: May 21st 2019 12:00 - 17:00

May 22nd 2019 9:00 - 17:00

Dismantling: May 25th 2019 17:00 - 20:00

Outside these times stand set-up and dismantling require prior approval of the organizer.

5.2 Set-up of the stands in the halls can only be started on the set-up date stated (see 5.1). All stands must be constructed and equipped by the end set-up date (fixed date see 5.1). The organizer is entitled to dispose of stands that are not occupied and constructed up to this point in time in an alternative manner, unless this is due to a fault of the organizer. The affected exhibitor cannot make any claims from this - including reimbursement of the rent - against the organizer.

5.3 Adherence to the dismantling period in accordance with 5.1 must be explicitly noted. The rental contract terminates when the exhibition is over. The organizer cannot accept any liability for any articles left remaining in the stand after this date. The stand area must be completely cleared by the exhibitor at the latest by the time stated for dismantling (see 5.1). The exhibition area must be returned by the exhibitor in the state in which it was handed over. The rental contract for rented stands terminates definitively at the end of the trade fair. The rented stands must be completely cleared 4 hours after the end of the trade fair at the latest.

The organizer is entitled to remove, at the exhibitor's expense, any objects not removed within the dismantling period. The organizer is not obliged to store these objects and may dispose of them at will.

Opening hours of the exhibition:

May 23rd 2019 9:30-17:30

May 24th 2019 9:30-17:30

May 25th 2019 9:30-17:00

6. Movement of Exhibits

6.1 The exhibitor shall bear the responsibility and expenses for transport of exhibits to the exhibition venue.



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6.2 The exhibitor shall make their own arrangements for the storage and warehousing of the exhibits, subject to the approval of the organizer.

7. Withdrawals

7.1 A rescission from the application form (exhibition contract) by the exhibitor is excluded unless they have been faulted with willful intent or gross negligence by the organizer or the requirements of a statutory right for rescission apply.

7.2 If the organizer permits rescission in exceptional cases (and the requirements of the exceptions of 7.1 do not apply), this may only occur under the condition that the exhibitor is obligated to pay:

- a) 50% of the total participation fee more than 2 months prior to the start of the exhibition;
- b) 100% of the total participation fee within 2 months prior to the start of the exhibition.

7.3 In all cases, cancellation must be made in written form.

8. Preamble, Limitation of Liability, Compensation for Damages and Insurance

8.1 If regulations have been provided in Terms and Conditions for Participation of the organizer regarding limitation of liability and exemption of liability, these apply, if a fault is evident on the part of the organizer, not for willful actions and actions of gross negligence, not for damages arising from death, injury to body or health.

8.2 Claims for damages by the exhibitor to the organizer, irrespective of legal basis, are excluded unless the damage that has occurred is due to gross negligence or willful intent of the legal representative of the organizer, their employees or vicarious agents. The same applies for direct claims against the above-mentioned group of people. The terms of 8.1 are unaffected.

8.3 The organizer is only responsible for damages that can be attributed to the inadequate quality of the rented rooms and any other articles that have been rented.

In the event of the failure of any equipment, breakdowns or other events impacting the exhibition, the organizer is only liable if it can be proved that these events resulted from willful intent or gross negligence on their part or on the part of their vicarious agents. The organizer only assumes liability for articles provided at the exhibition by the exhibitor, their authorized staff or third parties if damage occurs to these articles, which can be proved to have occurred due to willful intent or gross negligence by their legal representative, an employee or a vicarious agent. The same applies for tortuous actions.

The organizer is not liable to the exhibitor for loss of profit or other financial loss.

Liability by the organizer for non-foreseeable damages according to scope and amount is excluded.

Where liability by the organizer is excluded or restricted, this also applies for the personal liability of their employees, staff, personnel, representatives and vicarious agents.

The terms of 8.1 are unaffected.

8.4 The exhibitor shall indemnify and hold the organizer and its employees, staff, personnel, representatives and vicarious agents harmless with respect to all costs, claims, liabilities, losses, demands, proceedings and expenses to which the organizer and its employees, staff, personnel, representatives and vicarious agents may in any way be subjected (including but not limited to members of the public, the staff of the local authorities, or the organizer of exhibitor's staff, agents or contractors) caused as a result of any act of omission of the exhibitor or its co-exhibitors, representatives, employees, agents, contractors or invitees. The terms of 8.1 are unaffected.

8.5 The organizer does not bear any insurance risk for the exhibitor. The exhibitor is explicitly referred to their own insurance options. If the organizer so demands, the Exhibitor shall provide proof to the organizer that the exhibitor has adequate insurance coverage. In general, the exhibitor is recommended to appropriately insure their risks based on the rental contract. The organizer recommends the exhibitor and its contractors to purchase a 3rd party public liability insurance and relevant insurances towards employees and exhibits. The organizer is neither liable for any personal damages or damages for exhibits nor liable for any compensation on lost material, theft and fire. If the organizer has to pay compensations due to the events related to the exhibitors' participation during the show, the organizer has the right to ask the relevant exhibitors reimburse the compensation to the organizer. The organizer is not liable for any direct or indirect personal injuries and property

damages towards exhibitors, their representatives and employees. If the exhibitor is an entrepreneur, a legal person under public law or a special fund under public law, the organizer is under no circumstances liable for damage to or loss of goods brought to the exhibition by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the exhibition. For his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and co-exhibitors and their exhibition articles or exhibition installations and equipment.

The terms of 8.1 are unaffected.

9. Force Majeure and Performance of Services

9.1 Cases of Force Majeure, which prevent the organizer from fulfilling their obligations either totally or in part, relieve the organizer from fulfilling this contract until the case of force majeure is removed. The organizer must inform the exhibitor of this immediately, provided that they are not likewise prevented by force majeure from doing so. The impossibility of a sufficient supply of supplies, such as electricity, heating, etc., as well as strikes and lockouts - provided that they are not only for a short period of time or are caused by the organizer - are also equated with a case of force majeure. If costs for the preparation of the exhibition are incurred to the organizer in these cases, the exhibitor is obliged to pay these costs.

9.2 The performance of all services is subject to available capacities. The organizer is entitled to postpone, curtail, temporarily close, wholly close, close in part or cancel the event for a substantial reason (e.g. labor dispute, epidemic disease, government limitation, force majeure, inadequate turnout). In the case of complete or partial postponement or curtailing, the contract is considered to apply to the altered period, unless the exhibitor objects in written form within a period of two (2) weeks after being advised of the alteration. Discounts on any agreed fees and reimbursement of any expenses incurred by the exhibitor in reliance on the exhibition running as at first anticipated are hereby expressly excluded.

10. Intellectual Property Rights

10.1 The exhibitor is obliged to strictly observe the industrial property rights of third parties and the regulations of Japan with regard to the articles they exhibit.

Articles that violate the intellectual property rights, in particular trademark rights, design patent rights, utility patents and/or patents are not permitted as exhibition articles.

10.2 The exhibitor is obliged to remove articles that violate these rights in terms of 10.1 immediately from their stand.

10.3 The exhibitor is liable in the same manner for rights violations through articles of co-exhibitors in terms of 2.2.

10.4 The exhibitor reserves the explicit right to exclude the exhibitor from the current and/or future event(s) without any compensation, without justification of a respective obligation, if infringement of industrial property rights and/or infringements against the obligations in terms of 10.1 and 10.2 can be substantiated. 10.3 applies accordingly.

10.5 Exhibitors are solely responsible for safeguarding the intellectual property rights of their exhibition articles.

10.6 If the organizer exercises their exclusion right in terms of 10.4, based on a judicial decision or on substantiated evidence for the infringement of an industrial property right, the exhibitor concerned is not entitled to any compensation for damages from the organizer if the violation of intellectual property rights should prove to be invalid at a later point in time (as the result of an appeal procedure or other legal evidence). This does not apply in cases where the organizer has acted with willful intent or gross negligence.

11. Storage of Data

The exhibitor agrees explicitly to the storage, processing and forwarding of person-related data by the organizer in accordance with data protection legislation, including the use of automatic data processing, provided this is required solely for business purposes.

12. Applicable Law, Place of Execution and Place of Jurisdiction

12.1 Only the law of the People's Republic of China applies for all the legal relations between the organizer, their personnel, vicarious agents and their assistants on the one hand and the exhibitor as well as their personnel, vicarious agents and their assistants on the other hand.



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12.2 In the event of any dispute, controversy or claim (collectively "dispute") arising out of or relating to this contract, or the breach, termination or invalidity of this rental contract, then any party may bring an action at the court which has jurisdiction at the registered address of the organizer. To exhibitors incorporated or with their principal place of business outside the PR of China any party may submit the dispute to the China International Court of Arbitration Shenzhen in accordance with its rules of arbitration procedure.

13. Additional Agreements and Severability Clause

13.1 Additional agreements are only legally binding if they are made in writing with the organizer and are confirmed in writing by the organizer.

13.2 The Terms and Conditions for Participation and this contract will remain valid even if individual conditions should become invalid. The respective condition must then be replaced by a condition that corresponds as far as possible to the original commercial purposes.