

2012

The 8th International Air and Space Salon „AVIASVIT XXI”



RULES OF PARTICIPATION

Ukraine, Kiyv, Gostomel u.s., “KYIV - ANTONOV” airdrome | 27.09 - 01.10.2012

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1. SCHEDULE

27.09 – 01.10 2012

Opening Ceremony: 27.09.2012
trade days: 27.09. – 28.09. 2012
public days:: 29.09. – 30.09. 2012

Closing Ceremony: 01.10.2012

TIMINGS:

for participators: 9.00 – 17.00
for specialists and public visitors: 10.00 – 16.00

FILING DEADLINE: 01 August 2012

Complete payment for participation: 20 August 2012

Installation: 21- 26 September 2012 (9.00 - 18.00)
Dismantling: 01.10 (from 5.00 pm) - 03.10 (9.00 -18.00)

2. MAIN DOCUMENTS

Documents regulating participation in salon:

- Application;
- Terms of participation;
- Contract with annexes (to be closed by work completion certificate);
- Guidance for flight crew;

The application form and the rules of participation are to be sent to the address of Participator renting stand area (hereinafter - Exhibitor).

The Exhibitor by filing filled-in application confirms its acceptance with these Rules of Participation, as with the legal basis to set and sign the Agreement and takes obligations to use its rights according to these Rules. The application should be submitted for review till term setting respectively.

Application delivery date is considered as the date of its submission to the Salon's Exposition Manager «VECTOR» State Corporation.

Original application should be submitted till 1st September 2012.

For the preliminary booking of the exhibition area the Exhibitor may send letter of guaranty to the Salon's Exposition Manager.

The Salon's Exposition Manager will consider applications in order of their delivery and if free exhibition area is available.

3. REGISTRATION

Having received the filled-in application form the Salon's Exposition Manager registers organization as a participator and sends to its address the contract and the invoice for registration fee payment and for rented exhibition area.

The last payment term is on 1st September.

Faxes and e-mail messages are acceptable for prompt issues handling between the Salon's Exposition Manager and the Exhibitor during the Salon preparation and carrying. Original Contract and all its annexes should be delivered in printed form and signed by the head of the participator-organization.

Original final version of the documents (forms 1,2,3,4,4a,4b,5,6,) and their electronic version should be delivered to the Salon's Exposition Manager till 15 September 2012. Otherwise, the Salon's Exposition Manager does not guarantee the execution of its obligations concerning the provision of ordered services to the Exhibitor.

Since the final contract payment has been made, the Salon's Exposition Manager executes all its obligations, even if the exhibits will not be delivered to the Salon in time (e.g. in case of freight losing, as well as transportation delay).

4. STAND ALLOCATION

The Salon's Exposition Manager allocates stands according to the subject, Salon's lay-out and depending on available area. The exhibition stand should correspond to the Salon's development general plan and should be served by high level specialists during the Salon opening time.

The Salon's Exposition Manager has right to prohibit installation of exhibition stands, in case of their inadequacy to the Salon's development plan. Partial or complete exchange of the allocated stand with another Exhibitor or paid or unpaid transfer of the stand to the third parties are not permitted unless a relevant written approval has been made with the Salon's Exposition Manager.

5. JOINT PARTICIPATORS AND STANDS (CO-EXHIBITORS)

Co-exhibitors are the organizations exposing their products on the stands of the main Exhibitor and respecting the same rules, as the main Exhibitor and may pay unilaterally for their participation in the Salon. The complete list of co-exhibitors and the lay-out of rented area (with indication of the location of co-exhibitors and special requirements to exhibition area) should be delivered to the Salon's Exposition Manager till the 15 July 2012 (F.1)

If the co-exhibitor organization does not pay the invoice for rented exhibition area, the indicated payments should be performed by the main Exhibitor.

The Participator, registered as a main Exhibitor, incurs liability to the Salon's Exhibition Manager for the Co-exhibitor's payments and all damages caused by it.

Every Co-exhibitor should pay it-self the registration fee including publication in Salon's catalogue.

6. EXHIBITS

Only exhibits authorized for exhibition may be displayed in the Salon. Exhibits can not be removed to other exposition area without written authorization of the Salon's Exposition Manager. The Salon's Exposition Manager can insist on the removal of the exhibits that do not correspond to the appropriate requirements, are risky or do not correspond to the Salon's objective.

7. PROHIBITED EXHIBITS

Military weapon, ammunition, explosive materials, radioactive materials or separate tanks containing fuel or firelighters are forbidden for exhibition and transportation in the Salon as well as in arrivals/departure area. It is forbidden to transport exhibits to other exposition area without written the authorization of the Salon's Exposition Manager. Exhibits removal or transportation should be performed one hour before the Salon opening or during the same day after its closing. It is forbidden to take away exhibits before the Salon closing without the written authorization of the Salon's Exposition Manager.

8. COSTS AND TERMS OF PAYMENT

The Exhibitor is charged for the following items:

- registration fee;
- exhibition space and aircrafts parking renting;
- building of exhibition areas;
- salon passing cards for the Exhibitor representatives;
- vehicles passing cards;
- advertising;
- rent and building of chalet.

8.1. REGISTRATION FEE

The following services are included to the cost of registration fee and exhibition space fee:

- ✓ copy of official catalogue;
- ✓ public order and fire safety provision;
- ✓ exhibition area and aircrafts parking provision;
- ✓ medical care;
- ✓ exhibition area general security;

- ✓ exhibition area general lighting and heating ;
- ✓ informational coverage in the Salon's official catalogue;
- ✓ cleaning of the Salon area as well as pavilion and open area traversals;
- ✓ 2 (two) passing cards for participants (in case of the rent of 9 (nine) or more m²);
- ✓ standard power supply (up to 5 kW);
- ✓ demonstration flight;
- ✓ other organizational expenses.

8.2. ADDITIONAL PAYMENT

The following services are provided (performed) for additional payment:

- second floor construction (for all types of stands and chalet);
- connecting to internet;
- additional power supply (more than 5 kWt).
- stand security.

The Salon's Exposition Manager grants no guaranties and is not liable for the salon's participators servicing by the third party according to separate contracts.

Registration fee and the exposition area rent charge are to be paid by the Exhibitor according to invoice but not later 5 days after its receiving. Final payment for participation in the Salon should be performed by the Exhibitor not later than 1 September 2012 according to signed Contract and invoice.

The right to occupy the stand will only be secured after all payment terms have been met. If the Exhibitor fails to meet the deadlines, the Salon's Exposition Manager is entitled to withdraw the Contract. In this case the Exhibitor will not be reimbursed for remittance already made.

If the Exhibitor does not meet its liabilities concerning the Contract and Rules of Participation the Salon's Exposition Manager has right to seize its property, after the notification about such decision has been delivered to the Exhibitor.

If the Exhibitor does not pay its participation in the Salon during set term, the Salon's Exposition Manager does not guaranty its obligations performance concerning ordered works and services.

In the case of increase of index of inflation more than on 10% for the last six months, Exposition Manager has a right to correct price unilaterally.

9. DISCOUNTS AND ADDITIONAL DISCOUNTS

The Salon's Exposition Manager may grant discounts:

- In case of the exposition area order:
 - 30 m² and more - 10%;
 - 100 m² and more - 20%;
- in case of the payment for full cost:
 - till 15 April 2012 – 20%;
 - till 30 April 2012 – 10%;
 - till 15 May 2012 – 5%;

Total discount should **not exceed 30%** of the Contract total cost.

Depending on the indoor booth space the following cost increase ratios are used:

- Corner location (2 open sides) - 1,2
- Front location (3 open sides) - 1,3
- «Island location» (4 open sides) - 1,4

For 80 m² or more exposition area ordering the cost increase ratios are not applied.

10. TERMINATION OF CONTRACT

Termination of the Contract by the Exhibitor can be carried out by the Exhibitors submissions of a notification in written form. It becomes effective after the Salon's Exposition Manager has received the notification. In this case registration fee and advance payment are not to be reimbursed. If the Co-exhibitor refuses to participate in the Salon, the main Exhibitor should pay its participation in full amount.

10.1. The termination of the Contract by the Salon's Exposition Manager can be involved in the following cases:

- no rental payment till 15 September 2012 according to the Agreement;
- the Exhibitor does not respect consistently safety and order rules;
- the Exhibitor defies flight operations instructions;
- the Exhibitor participating in flight operations fails to submit proof of insurance and refuses to pay appropriate insurance fees;
- stand is not obviously equipped in time, i.e.12 hours before the official opening of the event or a stand is not obviously occupied in 12 hours after the opening;
- the Exhibitor shows exhibits that do not correspond Salon's thematic scope without its preliminary approval by the Salon's Exhibition Manager;
- force-majeure.

In case of termination of the Contract by the Salon's Exposition Manager the Payments already made by the Exhibitor are not to be reimbursed.

11. INSTALLATION AND DISMANTLING

Installation and Dismantling should be performed during the terms indicated in the point 1 of these Rules.

Exhibits and supply security are performed by the Exhibitor during installation and dismantling.

Packing materials should be removed or registered in the storehouses 1 day before the Exhibition according to price list.

Exhibits are to be installed by the Exhibitor. If dismantling work is not finished in time, the Salon's Exposition Manager is entitled to remove the exhibits or place them in storage at the Exhibitors expense.

The Exhibitor should pay storage costs according to the existing prices at the storehouse.

At the end of event the Exhibitor should return to the Salon's Exposition Manager the rented space and equipment in appropriate state. Otherwise, the Exhibitor should cover the caused damage.

12. STANDS SECURITY AND CLEANING

Exhibitors are responsible for their stands. It is recommended to get the insurance cover for any damages that may occur. Valuable, easy removed objects should be locked up at night. Personal security may be used for stand securing at night time, if it is authorized in written form by the Salon's Exposition Manager.

Exhibitors are responsible for cleaning up their stands that should be performed on daily basis one hour before the Salon's opening.

If the Exhibitor does not use its own staff for the cleaning up and security cover of the stands, such work may be such work may be assigned to the Salon's Exposition Manager as the order of additional services.

Exhibitors are responsible for removing waste during the period of construction and dismantling. The Salon's Exposition Manager may give recommendations concerning such case.

13. TECHNICAL SPECIFICATIONS

Power supply 50 Hz -220/380 V up to 10 amp.

Users that are weak against voltage peaks should use their own voltage stabilizers.

Due to safety requirements, all the works concerning electrification connections are to be carried out by specialists authorized by the Salon's Exposition Manager.

Exhibitor is charged to meet the legislation requirements concerning labor and fire safety.

14. SALON PASSING CARDS

1. Passing cards for Exhibitors (F. 4).

Exhibitors may get needed number of passing cards for additional payment.

If after the contract signing the Exhibitor will need additional passing cards, it may buy them for additional payment after its reconciliation with the Salon's Exposition Manager.

Passing cards are effective only during the Salon, installation or dismantling. It is strongly forbidden to deliver passing cards to the third party.

2. Vehicles passing cards (F. 4a).

They may be gained with additional payment. Passing cards give right to pass only to indicated parking. Passage time is indicated in passing card. It is strongly forbidden to leave vehicles near exposition pavilion.

3. Passing cards for technical staff (F.4b)

Each Exhibitor will be granted with the right of feeless passage to the Salon's area for vehicles and technical staff responsible for stands construction during installation and dismantling. Exhibitor is liable to deliver technical staff list to the Salon's Exposition Manager during indicated term.

15. FLIGHT CLEARANCE

Exhibitors displaying an aircraft should fill in the F.5. The Salon's Exposition Manager delivers to the Exhibitor the information for pilots that participate in demonstrating flights. The following documents should be delivered to the Flight Control Committee in order to get the permission for aircraft arrival:

- "Certificate (license) about flight serviceability of the aircraft" ;
- documents concerning obligatory types of insurance according to the clause concerning such types.
- aircraft commander application for flights participation based on the Salon's program;
- certificate of the right of flight for the aircraft;
- approved description and scheme of main demonstrating flight and reserve one if the bad weather conditions will occur;
- advertising (commentary) text for demonstrating flight, aircraft technical features and the text for advertising board at the aircraft station.

For additional information ask the Salon's.

16. PRESS CONFERENCES, PRESENTATIONS

If the Exhibitor plans to carry out press conference, presentation or other activity during the Salon working period, it is obligated to deliver an application to include such activity to the Salon's functioning program during set terms and pay in time the premises, supplies and additional services ordered for such goal. The Salon's Exposition Manager holds the right to correct the date and time of the activity if it is reconciled with the Exhibitor.

17. INSURANCE

It is recommended for the Exhibitor to get an insurance cover for its exhibits and vehicles in one of the insurance companies, authorized by the Air and Space Salon (list of the companies is to be delivered after application for participation has been received).

Here are the obligatory types of insurance cover required for «AVIASVIT-XXI» that allow to Exhibitors to participate in training and demonstrating flight:

- Exhibitors insurance of the responsibility before third persons, during the Salon in case of their personal or property damaging;
- insurance of the passengers and other persons taken on the board of the aircraft during flights, in case of the death or injury occurred in consequence of the flight, so the insurance sum is 20000 USD per one person.

The recommended type of the insurance during the Air and Space Salon «AVIASVIT-XXI» is the health and life insurance of the Exhibitor's staff during the Salon's functioning.

18. SALON'S CATALOGUE

The official catalogue will be published to the opening of the Salon. Cost of the advertising, obligatory publishing in the catalogue, information delivery terms, and the price for one copy of the catalogue are indicated in the application for information publishing in the catalogue. The exhibitor receives 1 copy of the catalogue without payment. Necessary number of the catalogues may be ordered for additional payment.

19. TRANSPORTATION (DELIVERY-SENDING) OF FREIGHTS

The exhibitor may transport (deliver-send) freights using authorized companies indicated in the list delivered after application has been received.

Exhibitors will be informed by the special notification of the Official transportation concerning transportation and delivery terms, including official goods and publishing products.

20. ADVERTISING, FILMING, VIDEO SHOOTING AND PHOTOGRAPHY

The advertising of all kinds is allowed only within the stand rented by the Exhibitor and only in the interests of the Exhibitors Company.

All other kinds of advertising, including mass media advertising, external and internet advertising (advertising fields and official trade marks of the Salon), are carried out only after the Salon's Exposition Manager has been informed and for additional payment.

Video shooting, filming and photography using professional systems during and within the Salon are performed only after the Salon's Exposition Manager has been approved.

The visitors can be interviewed by the Exhibitors in order to know their opinion only within their stands.

21. TRADING

The Exhibitor may trade if having commerce power permission and after the Salon's Exposition Manager has been approved it. Otherwise the Exhibitor will be charged with fine according to the legislation and the regulation on commerce.

22. PARTICIPATION TERMS VIOLATION

If the Exhibitor violates clauses of these Rules of Participation, the Salon's Exposition Manager has a right to terminate the Contract. In this case the Exhibitor is not entitled to reimbursement of the fees paid.

23. FORCE-MAJEURE (ACTS OF GOD)

The Parties shall be released from their responsibilities for full or partial non-fulfillment of obligations under the Contract if it resulted from force-majeure: natural calamity, hostilities, fire, riot, changes in legislation or acts of authorities that affected directly the fulfillment of the present Contract. Force-majeure must be confirmed with evidencing documents by the Party, which declares it.

24. LEGAL ISSUES SETTLING ORDER

The law of Ukraine is applied to both parties of the Contract. The parties will try to resolve conflicts through negotiations. If the conflict is not resolved, it will be submitted for legal investigation to the Arbitrage court of Kyiv.

25. CONCLUSION

By submitting the Application for Participation and concluding the Contract for participation, the Exhibitor acknowledges these Rules of Participation in all clauses. Any additional agreements, special permissions or other regulations are subject to written approval of the Salon's Exposition Manager.