

Non-members (Domestic/Overseas)

JIMTOF 2010

The 25th Japan International Machine Tool Fair Application Form

To: Tokyo Big Sight Inc. JIMTOF Fair Management

For official use	Date of Application	No.

Date / / 2009

Application Period
November 1 - November 30, 2009

For official use	Date of Application	No.

◆Applicant (Please fill in the blank)

Company		Person in charge	
		tel	

1. Applicant

Company Name: _____

Address: _____ Country: _____

Company Representative: _____ Title: _____

Person in Charge: _____ Phone No: _____

URL: _____ E-mail: _____ Fax No: _____

Representative in Japan, if any: _____

Company Name: _____

Address: _____

Person in Charge: _____ Phone No: _____

URL: _____ E-mail: _____ Fax No: _____

Which should Fair Management contact for all procedure (ex. Applications, payment, etc.) for your participation?
Please check in the appropriate box.

Applicant Japanese representative Other appointed agent (Please refer to the bottom)

2. No. of Space Unit(s) Needed and Booth Rental Fee (Consumption Tax Inclusive)

	Per Booth (Tax Included)	Units	Total
Non-members (Domestic/Overseas)	¥378,000	Booths	¥

*Please see the invoice for the information of payment.

3. Booth Layout

If you apply for 4 booths or more, and have specific booth arrangement plans, please indicate them by checking in the appropriate blank below, or by describing the specific measurements.

(1) Single Row (2) Double Row (3) Other

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

▶ 1 Booth is 3m × 3m = 9m²

▶ Specific arrangement plans are subject to the approval of Fair Management.

Agent Information

If you have appointed an agent to handle payment of booth rental fee and additional service charges and/or communications with JIMTOF Fair Management, please check the box below and register the contact person.

Agent will handle Payment. (Please issue an invoice to this agent.)

Agent will handle Communication with JIMTOF Fair Management.

Company Name			
Address			
Name		Title/Division	
Phone		Fax	
E-mail			

4. Exhibits*1

Main Exhibit	Category No.*3	Name of Product	Quantity	Size of Exhibit*2				Manufacturer	Country of Origin
				Width(m)	Depth(m)	Height(m)	Weight(kg)		
○	1-(9)-65	Machining Center (Vertical Spindle)	1	4.5	3.5	3.2	13	ABC Company	Japan

5. Machines for Demonstration (Exhibitors of tools and accessories must indicate the details of the machine lent for demonstration purpose.)

Name of Machine	Quantity	Size of Exhibit*2				Manufacturer
		Width(m)	Depth(m)	Height(m)	Weight(kg)	

*1 Please fill in the Name of Product and check the Main Exhibit, which is necessary for the space allocation.

*2 For measurement of machinery, please fill in the required floor area and the height of the space which will accommodate the maximum operating area for the equipment.

*3 Please refer to P.13 "Classified List of Exhibits" of "Guide to Exhibit" and fill in the category No. for appropriate exhibit.

* If the writing space is not enough, please use additional sheet(s) of paper and the same format.

6. Co-Exhibitors

Yes	No
-----	----

*1 "Co-exhibitor" is a company who shares a same exhibition space with the "Exhibitor" who makes and is responsible for the application.

*2 If you have co-exhibitors, please submit the co-exhibitors' details included their exhibits, company names, addresses, phone and fax numbers (English or Japanese) to Fair Management. If the application is made via an Agent, a manufacturer's consent forms or proxies is acceptable.

*3 We charge for co-exhibitor's listing in Guidebook. Details will be made available in the Exhibitors Manual.

7. Utilities Needed for Exhibition. Please fill in appropriate blank.

Electricity	100V / 50Hz	Yes	No	Flooring Works	Yes	No	Fire Use	Yes	No
	200V / 50Hz	Yes	No		Exhibits over 3m height	Yes		No	Demonstration
Water Supply		Yes	No	Banners (over 21booths)	Yes	No	Gas (Kind)	Yes	No
Bonded Display		Yes	No	Compressed Air	Yes	No	Heavy Items (over 4t)	Yes	No
Hazardous Materials*		Yes	No	Two-Story Booth (over 15booths)	Yes	No			

*Please refer to the General Regulations about hazardous materials.

8. Informative Matter/Comment to Management Office

--

▶ If you are the first-time applicant for JIMTOF, please attach the company profile and catalogue of the exhibits.

▶ Please immediately notify Fair Management in writing of any change in the content of application and obtain its approval.

Please send this Application Form to:

Tokyo Big Sight Inc. JIMTOF Fair Management

3-21-1, Ariake, Koto-ku, Tokyo 135-0063, Japan Tel: +81-3-5530-1333 Fax: +81-3-5530-1222 E-mail: jimtof@tokyo-bigsight.co.jp

In compliance with the regulations of the Exhibition Agreement and the General Regulations of JIMTOF2010 (The 25th Japan International Machine Tool Fair), we hereby apply for space at the Fair:

Date: _____ Signature of the company representative: _____

JIMTOF2010 (The 25th Japan International Machine Tool Fair) Exhibition Agreement

The Applicant and Tokyo Big Sight Inc. (hereinafter referred to as "TBSI") agree with and observe this Exhibition Agreement for JIMTOF2010 (The 25th Japan International Machine Tool Fair) (hereinafter referred to as "JIMTOF2010") to be held from October 28 to November 2, 2010.

■ Article 1 - Application for Exhibition and Agreement

- (1) The applications for both the exhibition and the Exhibition Agreement shall take effect when TBSI receives the application form from the Applicant.
- (2) In case that the Applicant holds a membership of the organizer or the cooperating organizations (hereinafter referred to as the "Member"), its submission of the application to the organization of which the Applicant is a member shall be deemed to be a formal application for both the exhibition and the Exhibition Agreement.

■ Article 2 - Subscription Fee

- (1) TBSI shall send the Applicant the first invoice for the half amount of the total booth rental fees as subscription fee that shall be calculated on the size of the exhibition space allocated as stipulated in Article 3 together with the official acknowledgement of the exhibition application. The Applicant shall pay the amount by remittance to the bank account by the due date, all of which are as per specified in the invoice. In cases that TBSI exceptionally approves the written requests of the application cancellation from the Applicant or the payment of the subscription fee from the Applicant is not confirmed by TBSI by the due date, the application shall be deemed cancelled and lost its effect. In this case, TBSI shall not be required to refund any amount of fees already received, regardless of the reason.
- (2) In case that the Applicant is a Member and the organization itself charges the Applicant with the subscription fee, the payment to the organization by the Applicant shall be deemed the payment to TBSI. (The same shall apply with respect to both the payment and receipt of the subscription fee under this Agreement.)

■ Article 3 - Exhibition Size and the Location

The size of the exhibition space shall be determined by TBSI through booth adjustment based on the number of booths applied for by the Applicant, and notified the Applicant with the official acknowledgement. TBSI shall notify the Applicant of the location of the exhibition space after the booth allocation is determined. The Applicant shall have no right to object to the allocation of the exhibition space or request change of the exhibition space determined by TBSI. (The size and location of the exhibition space are hereinafter referred to as the "Exhibition Space".)

■ Article 4 - Booth Rental Fees

- (1) TBSI shall send the Applicant the second invoice for the remaining half amount of the total booth rental fees. The Applicant shall pay the amount by remittance to the bank account by the due date, all of which are as per specified in the invoice.
- (2) In case that the Applicant is a Member and the organization itself charges the Applicant with the booth rental fees, the payment to the organization by the Applicant shall be deemed the payment to TBSI. (The same shall apply with respect to both the payment and receipt of the booth rental fees under this Agreement.)

■ Article 5 - Exhibition Agreement and Usufructuary Right to Exhibition Space

The Exhibition Agreement shall take effect from the date when TBSI confirms the full payment of the booth rental fees by the Applicant. After the effective date, the Applicant shall have the right to use the Exhibition Space as an exhibitor. In cases that TBSI exceptionally approves the written requests of the cancellation from the Applicant after receipt of the full payment of the booth rental fees or the full payment by the Applicant is not confirmed by TBSI by the due date, the Exhibition Agreement shall be deemed cancelled and the Applicant loses the right to use the Exhibition Space. In this case, TBSI shall not be required to refund any amount of fees already received, regardless of the reason.

■ Article 6 - Period of Usufructuary Right

The Exhibitor may use the Exhibition Space for the fair period, from

October 28 to November 2, 2010, and the delivery/removal periods as assigned by TBSI; provided that the Exhibitor shall lose its usufructuary right once the Exhibitor is deemed by TBSI to have restored the Exhibition Space to its original condition as stipulated in Article 16 prior to the expiration of said period.

■ Article 7 - Prohibition on Reassignment

The Exhibitor may not pledge, assign or sublet or hypothecate all or part of the Exhibition Space to a third party, whether for consideration or otherwise, nor exchange it with another Exhibitor; provided that this shall not apply to any third parties to whom TBSI has given its consent after receiving prior notification in writing from the Exhibitor (hereinafter referred to as the "Co-exhibitor").

■ Article 8 - Cancellation or Modification of Exhibition Agreement

- (1) The Exhibitor may not cancel or modify any part of this Exhibition Agreement, except the case in which TBSI exceptionally approves the cancellation or modification after receipt of written requests from the Exhibitor. In case of cancellation, TBSI shall not be required to refund any amount of fees already received, regardless of the reason. Provided further that even if such modification gives rise to a reduction of the amount of fees already received, TBSI shall not be required to refund any such fees. If the Exhibitor loses the qualification of the Member, the Agreement shall be automatically changed, and the status of the Exhibitor is also changed to the "Non-member". In this case, TBSI will additionally charge the Exhibitor with the difference of the booth rental fees.
- (2) If any of the following events should occur with the Exhibitor, TBSI may cancel or modify the Exhibition Agreement without any prior notification. In this case, TBSI shall not be required to refund any amount of fees already received, regardless of the reason, or shall not be liable for any resultant damage which may be incurred by the Exhibitor. If the Exhibition Agreement is cancelled during the fair period, the Exhibitor must cancel all exhibition actions and restore the Exhibition Space to its original condition at the Exhibitor's expense as stipulated in Article 16 of this Agreement and return same to TBSI.
 - 1) If the Exhibitor is deemed likely to contradict the purpose of the fair.
 - 2) If the Exhibitor is deemed likely to disturb public order or offend good morals.
 - 3) If the Exhibitor is deemed likely to cause trouble or material inconvenience to other exhibitors.
 - 4) If the Exhibitor is deemed likely to cause damage to the venue building, or equipment and facilities installed therein.
 - 5) If the Exhibitor is deemed to be an organization, or its affiliate, which is feared to congregate to, or habitually commit criminal acts, or a group with an undefined line of business.
 - 6) If any misrepresentation is discovered in the application form for the fair.
 - 7) If TBSI withhold their consent to any changes in the Exhibitor's statements included in the application form for the fair.
 - 8) If the Exhibitor breaches any of the provisions of this Exhibition Agreement, the "Exhibitors Manual" or any other regulations established by TBSI, or otherwise fails to comply with TBSI's instructions.
 - 9) If any of the foregoing events occurs with the Co-exhibitor.
 - 10) If the Exhibitor fails to remit the prescribed fee by the prescribed due date.
 - 11) If the Exhibitor is otherwise deemed to constitute a hindrance to the management and operation of the fair.

■ Article 9 - Change of Schedule and Cancellation of Fair

- (1) TBSI may change the dates of the fair period or cancel the holding of the fair altogether due to any cause not attributable to its fault including natural disasters and acts of God.
- (2) In the event of any change to the dates of the fair under the preceding Paragraph, TBSI may modify this Exhibition Agreement without prior notice. The Exhibitor may not cancel or modify this Exhibition Agreement by reason of such modification. TBSI shall not be liable for any resultant loss or damage which may be incurred by the Exhibitor because of such modification.
- (3) In the event of the cancellation of the fair under Paragraph (1), TBSI may cancel this Exhibition Agreement without prior notice, and shall not be liable for any resultant loss or damage which may be incurred by the Exhibitor because of such cancellation.

■ Article 10 - Organizer's Care and Exemption from Liability

- TBSI shall exercise its due care for the management, maintenance,
- (1) protection and preservation of the entire exhibition hall and the exhibits contained therein during the fair period as well as the delivery/removal periods, and thereby endeavor to achieve smooth operation of the fair. In so doing, TBSI may request the Exhibitor to suspend or restrict delivery,

removal or exhibition of exhibits and demonstrations, and to take any other necessary measures. In such cases, the Exhibitor shall immediately take the necessary measures.

- (2) If the Exhibitor fails to take such measures promptly as requested under the preceding Paragraph, TBSI shall be entitled to take any measures deemed necessary at the Exhibitor's expense. In such a case, TBSI shall not be liable for any resultant loss or damage which may be incurred by the Exhibitor.
- (3) TBSI shall not be liable for any loss or damage arising from any damage caused to, or theft of, the Exhibitor's exhibits, booth display or other items due to any cause not attributable to its fault including natural disasters and acts of God.

■ Article 11 - Exhibitor's Care

- (1) The Exhibitor shall, on its own responsibility and cost, exercise its due care for the proper management of its exhibits, booth display and other such items during the fair period as well as the delivery/removal periods. In the course of delivery, removal and exhibition of the exhibits, and of their demonstration, the Exhibitor shall endeavor to contribute to the smooth operation of the fair in accordance with the provisions of this Exhibition Agreement, "Exhibitors Manual", and other regulations established separately by TBSI.
- (2) The Exhibitor shall be liable for any loss or damage inflicted on TBSI or any third parties caused by the negligence of the Exhibitor or any of its agents or representatives.
- (3) The provisions of Paragraphs (1) and (2) relating to the liabilities of the Exhibitor shall be mutatis mutandis applied to the liabilities of the Co-exhibitor.
- (4) The Exhibitor shall be jointly and severally liable with the Co-exhibitor with respect to the liabilities of the Co-exhibitor under Paragraphs (2) and (3) as mutatis mutandis applied by the immediately preceding paragraph.

■ Article 12 - Exhibits

- (1) The Exhibitor may exhibit only such articles as designated in the "Outline" of the "Guide to Exhibit" and approved as such by TBSI beforehand.
- (2) If the Exhibitor exhibits any article in violation of the preceding Paragraph, TBSI may require the Exhibitor to remove said article immediately at the Exhibitor's expense. In such a case, the Exhibitor shall immediately remove the article in question from its exhibits.
- (3) If the Exhibitor fails to remove the article immediately as required under the terms of the preceding Paragraph, TBSI shall be entitled to remove said article from the exhibits, and take other measures deemed appropriate by TBSI at the Exhibitor's expense. In such a case, the Exhibitor may not place any demand or raise any objection against any such measure, and TBSI shall not be liable for any resultant loss or damage which may be incurred by the Exhibitor.

■ Article 13 - Fees Payable for Use of Facilities

- (1) When the Exhibitor finds it necessary to use the facilities and services provided by TBSI, the Exhibitor must go through the formalities prescribed in the "Exhibitors Manual" separately established by TBSI and pay the prescribed fees by the prescribed due date.
- (2) The Exhibitor shall apply for and be liable for the payment of the fees and any other necessary procedures for the Co-exhibitor's use of the facilities and services provided by TBSI.

■ Article 14 - Booth Display

- (1) The Exhibitor shall, on its own responsibility and at its own cost, execute decorative work within the Exhibition Space.
- (2) In executing said decorative work, the Exhibitor shall abide by the relevant provisions of the "Exhibitors Manual" established separately by TBSI.
- (3) If the Exhibitor executes booth display in violation of the preceding Paragraph, TBSI may require the Exhibitor to carry out work immediately to repair or rectify same at the Exhibitor's expense. In such a case, the Exhibitor shall immediately implement repairs or rectification to the decor in question.
- (4) If the Exhibitor fails to carry out repair work or rectification immediately as required under the preceding Paragraph, TBSI shall be entitled to repair or rectify said booth display, and take all other measures deemed appropriate by TBSI at the Exhibitor's expense. TBSI shall not be liable for any resultant loss or damage which may be incurred by the Exhibitor.

■ Article 15 - On-the-Spot Inspections

- (1) When it is necessary for the security, fire or crime prevention, or other matters relating to the venue administration and operation, TBSI or its representative may enter the Exhibition Space, inspect the Exhibition Space and take any measures deemed appropriate by TBSI after giving prior notice to the Exhibitor; provided that in the case of an emergency where TBSI

cannot give prior notice to the Exhibitor, TBSI may carry out such inspection and report same to the Exhibitor immediately afterward.

In the situation stipulated in the preceding Paragraph, the Exhibitor shall cooperate for the measures taken by TBSI.

■ Article 16 - Restoration to Original Condition

- (1) The Exhibitor shall return the Exhibition Space to TBSI after removing all exhibits, booth display and all other fixtures and equipment set up by the Exhibitor within the Exhibition Space at its own expense, and restore the Exhibition Space to its original condition (these acts are hereinafter referred to as "Restoration to Original Condition") by this Exhibition Agreement has terminated upon the expiration of the period of usufructuary rights to the Exhibition Space or cancellation of the Agreement.
- (2) When the Exhibitor fails to carry out Restoration to Original Condition pursuant to the preceding Paragraph, the Exhibitor shall be deemed to have waived its rights of ownership to any and all exhibits, decor and other articles found in the Exhibition Space, and TBSI may dispose of any such article as it sees fit at the Exhibitor's expense. The Exhibitor may not make any demand nor raise any objection in connection therewith.
- (3) In carrying out Restoration to Original Condition of the Exhibition Space, the Exhibitor may not petition for the purchase of any of its exhibits, decor and other articles, demand payment of eviction compensation, nor make any other claim whatsoever to TBSI.

■ Article 17 - Prohibited Acts

- (1) The Exhibitor may not resort to any of the following acts:
The sale of exhibits on the spot (excluding books concerning exhibited articles or to the extent otherwise approved by TBSI)
- (2) The display of exhibits, execution of booth display, or engagement in advertising such as distribution of catalogs at any site within the venue other than the allocated Exhibition Space, except to the extent otherwise approved by TBSI beforehand
- (3) Any act that may cause trouble to other exhibitors, visitors or TBSI
- (4) Any act that may cause damage to the venue building, facilities or site including the Exhibition Space
- (5) Any act prohibited in this Exhibition Agreement, "General Regulations", "Exhibitors Manual" or other regulations established separately by TBSI.

■ Article 18 - Observance of Regulations

The Exhibitor shall observe the provisions laid out in this Exhibition Agreement, "General Regulations", "Exhibitors Manual" or other regulations established separately by TBSI. TBSI may, under compelling circumstances, modify any of these regulations. The Exhibitor hereby agrees to such modification beforehand, and undertakes to observe the modified regulations.

■ Article 19 - Jurisdiction

Both parties hereto agree that the Tokyo District Court shall have jurisdiction over any litigation between the parties arising from this Exhibition Agreement. In the case of such proceedings, all provisions shall be interpreted on the basis of the Japanese language version of this Exhibition Agreement and in accordance with the laws of Japan.

■ Article 20 - Status of the Organizations

In case where TBSI entrusts the other organizer and/or any of the cooperating organizations regarding JIMTOF2008 in respect of the acceptance of the application for exhibition and for entering into the Exhibition Agreement by the Applicant (pursuant to Article 1-(1)), the receipt of payment of the subscription and exhibition fees by the Applicant or the Exhibitor (pursuant to Article 2-(2) and Article 4-(2)) and/or any other matters under this Agreement, the acts and deeds of such other organizer or the cooperating organization concerned vis-a-vis the Applicant or the Exhibitor shall be deemed those of TBSI vis-a-vis the Applicant or the Exhibitor, and the acts and deeds of the Applicant or the Exhibitor vis-a-vis the other organizer or the cooperating organization concerned shall be deemed those of the Applicant or the Exhibitor vis-a-vis TBSI.

■ Article 21 - Deliberation

Matters not stipulated in this Exhibition Agreement shall be handled in accordance with the provisions of the "Exhibitors Manual" and other regulations established separately by TBSI. If other matters not provided for herein or therein or ambiguities are found, same shall be resolved in accordance with the decision of TBSI.