

## Terms and Conditions for Exhibitors

### ■ Exhibitor Application

Please fill out necessary information on the application form in order for your application to be submitted to the exhibition secretariat. However, please note that OPTICS & PHOTONICS INTERNATIONAL COUNCIL (the Organizer) may decline an exhibit application if the Organizer determines that the product does not fit into the objective of this EXPO, the applicant is determined by the Organizer to be related to anti-social forces, or if there are any adverse effects with respect to this EXPO. The applications are completed after the Organizer has confirmed to receive the exhibition fee.

### ■ Payment

The exhibition contract shall be deemed to be formed when the Organizer dispatches an invoice to the exhibitor after receiving the application form. The exhibitor shall pay the Organizer the exhibition fee by the date stipulated in the invoice. The exhibitor shall bear the bank transfer fee, if any. The applications are completed after the Organizer has confirmed to receive the exhibition fee.

### ■ Cancellation Charges

Cancellation after the application cannot be accepted. The Organizer may accept the cancellations if there is a justifiable reason. Even in this case, those exhibitors who declare to cancel to exhibit should be still liable to pay the cancellation fees as follows. From application date to 30 September 2024 - 50% of exhibition fee. After 1 October 2024 - 100% of exhibition fee. The Organizer will not refund those cancellation fees nor exhibition fee.

### ■ Booth Allocation

Booth allocations will be determined by the Organizer based on the following factors:

1. The overall balance of the exhibition
2. The size of the booth in question
3. Application date
4. Record of past exhibitions

### ■ Entrance Qualification

The exhibitor must notify and register the information of any known attendees (both visitors and exhibitors) in advance or on the date of the exhibition. The Organizer will not permit entrance to any persons the Organizer deems inappropriate to attend this EXPO.

### ■ Subleasing of Booth

No part of the booth may be sub-let nor the exhibition contract may be transferred by the exhibitor without express written permission from the Organizer.

### ■ Photo and video Shooting

Exhibitors may film and take photos within their booth only. The Organizer has the right to film and/or take photos of the whole exhibition.

### ■ Exhibitor Manual

The exhibitor agrees to adhere to the "Exhibitor Manual" specified separately with regard to the setup, decoration, and removal of the display in the booth. The exhibitors must comply with the applicable rules regarding safety and fire protection. The Organizer shall reserve the right to amend or change the Exhibitor Manual at any time without any consent from the exhibitors.

### ■ Insurance

Exhibitors are encouraged to obtain the required insurance to protect their display property for the transportation to and from the venue as well as for the duration of the exhibition.

### ■ Compensatory Damages

The Organizer is not responsible for any damage to any property or persons caused by the exhibitor (including any persons associated with the exhibit and/or exhibitor). Exhibitors shall be solely liable for any such damages.

### ■ Force Majeure

The Organizer may postpone, change the period of, or cancel this EXPO if the Organizer determines that this EXPO is difficult or impossible to be held due to the grounds of Force Majeure. In that case, the Organizer will not refund the exhibition fee and the exhibitor will still be responsible for paying the remaining unpaid balance of the exhibition fee. The Organizer shall not be liable for any damages the exhibitor incurs arising from or as a result of these situations.

<The Force Majeure" in this article shall be as follows>

- (1) Natural disasters (including without limitation to earthquakes, typhoons, storms, tsunamis, floods, landslides, lightning strikes, explosions, fires, etc.);
- (2) Social confusion (including without limitation to war, terrorism, civil war, riots, civil disturbance, etc.);
- (3) Governmental actions (including without limitation to the revision and/or abolition of laws and regulations, intervention of government agencies, administrative orders, bans on trade, guidance or request, etc.);
- (4) Spread of infectious diseases (including without limitation to epidemics and pandemics);
- (5) Accidental disruption to public infrastructure (including without limitation to power outages, communication line disconnections, transportation accidents, etc.);
- (6) Labor disputes (including without limitation to strikes, sabotages, lockouts, etc.);
- (7) Defaults of important business partners (including without limitation to bankruptcy of the venue management company); or
- (8) In addition to the previous items, any events not attributable to or beyond the control of the Organizer.

### ■ Approval of the OPIE Terms and Conditions and Exhibition Rules

All exhibitors and applicants agree to adhere to the OPIE terms and conditions and any other exhibition rules specified separately.

### ■ Termination by the Organizer

In the event of any breach or non-compliance by the exhibitor of the terms and conditions, Exhibitor Manual or any other rules specified by the Organizer, the Organizer may at its sole discretion terminate the exhibition contract at any time. If the exhibit contract is terminated pursuant to this provision, the Organizer will not refund the exhibition fee and the exhibitor will still be responsible for paying the remaining unpaid balance of the exhibition fee.

### ■ Restoration

1. Exhibitors must restore booths to their original state at the end of the exhibition. If this is not satisfactorily undertaken, the exhibitors will be liable for any costs the Organizer incurs with restoring the booth to its original state.
2. After the exhibition, the exhibitor shall waive any right regarding materials left behind, will not complain that the Organizer dispose these materials and agrees to bear the cost of the disposal.

### ■ Governing Law and Jurisdiction

These terms and conditions shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction as the court of first instance in relation to all disputes arising out of or in connection with this terms and conditions.

To inquire about the terms of this exhibition, please contact the Secretariat.

### ● Secretariat : Optronics Corporation, Ltd.

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