

JETRO ZONE
at
‘JAIMA SHOW 2008’
Rules & Regulations

Invitation Program to JETRO ZONE at JAIMA SHOW 2008 will provide foreign companies with an opportunity to look for Japanese partners to establish a business in Japan.

Dates: Sep 3 (Wed) – 5(Fri), 2008
Time: 10:00-17:00
Venue: Makuhari Messe, Chiba, Japan
Exhibits: Analytical Instrument
Exhibitors: 300 companies (expected)
Visitors: 22,000 (expected)

As of March 2008

JETRO

1. Objective

Under the “JETRO invitation program for promoting foreign direct investment in Japan”, JETRO supports foreign companies in participating in specialized trade fairs, so that these companies can have opportunities to look for Japanese partners to establish a business in Japan.

2. Terms and Conditions for Participation in the Invitation Program to JETRO ZONE at JAIMA SHOW 2008

JETRO, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the Invitation Program to JETRO ZONE at JAIMA SHOW 2008. Companies wishing to participate in the program must agree to the following conditions.

- (1) Participating company (“Exhibitor”) must:
 - A. have no subsidiary companies, branch offices, representative offices in Japan;
 - B. have an interest in investing in Japan, or currently seeking Japanese partners to establish a business in Japan;
 - C. exhibit its products only in the JETRO Zone;
 - D. send at least one booth attendant, who will be available for the duration of the Fair, be knowledgeable about the items exhibited, and have authority to conduct business deals/negotiations;
 - E. prepare and furnish their booth with products and samples, catalogues and business cards for the Fair;
 - F. obtain prior permission to participate in the program if the Exhibitor has a business partner such as a distributor or a sole agent in Japan;
 - G. give approval to JETRO, to allow JETRO to introduce Exhibitor in a list of companies that have used JETRO services upon successful completion of investment activities in Japan (That is, upon establishing a legal corporate entity, representative office, or the like in Japan.);and
 - H. comply with this Rules and Regulations, Japanese laws and regulations, and other rules stipulated by the Fair Organizer.

(2) Category of exhibits:

Analytical Instruments	Analytical Instruments(for laboratory, process, pollution monitoring and work environment monitoring use), Automation related instruments and information systems, Bio technology-related analytical instruments, Clinical instruments for medical use and others.
Analytical Solutions	Analytical services, analysis-related services, temporary staffing, etc.
Sensors, devices and components for analytical instruments	LCD modules, portable measurement tools, simple analysis kits, compact analytical devices, etc.

3. Fees and Costs

- (1) Services provided by JETRO’s expenses
 - Booth space
 - Packaged booth stand (3m*3m=9m2) with basic equipment and decorations(“Basic decoration by JETRO”)
 - Assistants and interpreters, who will work exclusively for the Exhibitor.
 - Presentation opportunity at New Technology Seminars (25min)
 - A round-trip economy class airline ticket via the most direct route between the closest airport to the Exhibitor’s home and Narita Int’l airport. (1 person/company)
 - Program-related transportation within Japan during the period of the program. (1 person/company)

- Accommodation in Japan during the period of the program. (1 person/company)
- Brochure of exhibits in JETRO Zone.

- (2) Costs to be borne by Exhibitor
 - Transportation of exhibits to and from Makuhari Messe.
 - Insurance, customs duties and taxes.
 - Storage, installation, removal and disposal of exhibits.
 - Additional construction and decoration inside a booth (if any)
 - Rental and Installation for additional equipment (if any)
 - Installation and use of telephone, facsimiles and ADSL/ISDN inside booths (if any)
 - Transportation and accommodation for personal reasons
 - Any other costs listed in 3.(1) above.

(3) Installation and Use of Electrical Outlet

- A If Exhibitor needs to use electrical outlet in the booth, Exhibitor shall bear the cost of power supply work and electricity charges. The secretariat would send the bills to Exhibitors after the Fair.

Electric installation costs:	¥9,300 per 1kW of installed capacity[including consumption tax]
Electricity charges	¥1,600 per 1kW of installed capacity[including consumption tax]

- B Specification of the power supply are shown below
 - AC100V single-phase 50Hz
 - AC200V single-phase 50Hz
 - AC200V three-phase 50Hz
- C The Fair Organizer will oversee power supply work up to a main breaker in each booth in accordance with the “Electrical Work Wiring Diagram” submitted at a later date by each Exhibitor.
- D Exhibitors are expected to undertake electrical wiring work inside each booth.

4. Application for the program

To apply to participate in the program, applicants must complete and sign EXHIBITOR APPLICATION FORM and submit together with **three copies of the applicant’s product catalogues** to JETRO through the company’s local JETRO office **by April 18, 2008**. JETRO reserves the right to refuse an application if the exhibits are deemed to be inappropriate with regard to the basic objectives of the program.

5. JETRO Zone Booths

- (1) One booth will be allotted to each Exhibitor.
- (2) JETRO is responsible for the construction of the “JETRO Zone” within the Fair site and allocation of booth inside the JETRO Zone. JETRO reserves the sole right to manage and control the JETRO Zone.
- (3) JETRO Zone is consisted of two areas: 1) zone for exhibitors and 2) zone for JETRO’s activities.
- (4) JETRO arranges booth allocation in the most efficient and reasonable way and notifies Exhibitors on their booth assignment through JETRO overseas offices. JETRO does not accept any advance request about booth allocation, nor meet requests of exchanging booths between Exhibitors. Exhibitor is also prohibited from subleasing or transferring the right to use the allocated booth to any third party.
- (5) Exhibitor can only use the allocated booth for display. The Fair Organizer strictly prohibits displaying exhibits on the passageway.

- (6) JETRO reserves the right to determine how to use unoccupied booths, if any. Exhibitor is not allowed to use any unoccupied space without JETRO's permission.

6. Handling of Exhibits

- (1) Transport of exhibits
- A. Exhibitor must arrange shipment of exhibits with freight forwarder.
 - B. Exhibitor is required to plan to ship out exhibits and decoration materials so that they arrive at airport/port approximately by the following dates and keep in close contact with the freight forwarder since import customs clearance often takes a long time in Japan.

Shipment by Air: 2 weeks before the opening of the Fair
Shipment by Ocean: 3 weeks before the opening of the Fair

- A. The official arrival deadlines designated by the Fair Organizer will be specified in Overseas Exhibitor Manual, which will be delivered to Exhibitors later.
 - B. Exhibitor may send small quantity of articles through courier (e.g. FedEx, DHL), or bring them as hand-carried baggage. Exhibitor who opted to do so is responsible for all necessary import customs formalities and payments, including payment of duties.
 - C. Exhibitor must be aware that, when importing exhibits through courier or as hand-carried baggage, import customs formalities are complicated and time consuming. JETRO, therefore, considers these shipment methods least preferable and will not take any responsibilities for late arrival of exhibits and surcharges, such as duties and costs for emergency customs clearance and special delivery, imposed on exhibits shipped in such ways.
- (2) Carrying-in
- A. Carrying-in, installation and decoration of exhibits are allowed only on the day before the opening of the Fair (all works must be completed by the end of the day). Detailed schedule and information will be notified to Exhibitors on a later date.
 - B. Exhibitors must bring an appropriate amount/number of exhibits for one booth.
 - C. Exhibitor must arrive at the Fair site before its exhibits are delivered.
 - D. Exhibitor is fully responsible for costs of international and domestic transportation, insurance, customs duties and taxes relating to exhibits.
 - E. Waste packing materials, such as empty crates, cardboard boxes, and others shall be moved out or properly disposed by Exhibitors at their own expense and responsibility.
- (3) During the Fair
- A. Due to security reasons, carrying-in/out exhibits is not allowed during the Fair.
 - B. Exhibitor is responsible for the maintenance of its own booth during the Fair. Also Exhibitor is required to keep its exhibits under its observation during the Fair.
- (4) Removal/Disposal of exhibits
- A. No Exhibitor is allowed to start removing exhibits before the official closing of the Fair.
 - B. Exhibitor is also fully responsible for bringing its exhibits out of the Fair site after the closing of the Fair. Exhibitor is not allowed to leave any exhibits or waste materials in its booth or any other place on the Fair site. Exhibitor is required to make plans on how to treat its exhibits after the Fair and make appropriate arrangements with its forwarder or other agents.

7. General Obligation and Rules at Fair Site

- (1) Reports and Follow-up questionnaire
Exhibitor is required to complete and submit the questionnaire and other report/interview sheets, which will be delivered to each Exhibitor during the Fair, to report details of business results. Exhibitor also has the responsibility to cooperate in the implementation on JETRO's follow-up questionnaires after the Fair. The information will be used solely for JETRO's report purposes (and no information regarding individual company or person will be disclosed to any third party).
- (2) Prohibition of spot sales
Spot sales are strictly prohibited during the Fair, as the Fair is aimed for on-site business talks. Breach of this rule may result in immediate termination of the Exhibitor's participation in the JETRO Zone and the Fair.
- (3) Distribution of samples
Samples, souvenirs, printed matters of any kind, or other promotional materials distributed during the Fair must clear customs clearance prior to the Fair. Distribution of such promotional materials can only be conducted by Exhibitor in the allocated booth.
- (4) Information on forwarders
JETRO provides Exhibitors with information on the forwarder recommended by the Fair Organizer. Exhibitor is asked to contact them directly, on its own responsibility, not through JETRO.
- (5) The Fire Prevention Law and treatment of dangerous objects
Under the Fire Prevention Law of Japan the use of fire and dangerous objects, including the following examples, is strictly prohibited within the Fair site.
Examples: A. Lighting Candles
B. Hanging textiles from the ceiling
C. Smoking outside the smoking area
- (6) Restriction of demonstrations and other activities
JETRO may restrict or require Exhibitor to take preventive measures against any demonstration and other activities, which JETRO considers to be dangerous and/or hazardous, causing excessive noise, floor vibration, heat, air contamination, and/or cause safety issues within the Fair site, or against which complaints from neighboring Exhibitors arise. Expenses related to the said preventive measures shall be borne by Exhibitor.
- (7) Photography
Taking photographs within the Fair site by those other than authorized press personnel is prohibited. Exhibitor is only allowed to take photographs of its own booth. JETRO may take photographs of exhibits for JETRO's own report purposes.
- (8) General security measures
JETRO will be responsible for protection and maintenance of the JETRO Zone as a whole. JETRO shall take no responsibility for the protection and maintenance of the exhibits and related materials displayed inside the Exhibitor's booth. Management of exhibits and related materials should be the sole responsibility of Exhibitor. Exhibitor shall obtain necessary insurance for the Exhibitor's property. JETRO shall not be responsible for any damages to or loss of Exhibitor's property under any circumstances.
- (9) Accidents
In case of an accident in the JETRO Zone, JETRO staff must be notified immediately of such accident. Exhibitors must follow JETRO's instructions.

(10) Damages to Fair site facilities

If Exhibitor damages the wall panels, floor, wall columns or other equipment of the Fair site, Exhibitor must repair the damage to the original state at the Exhibitor's own expense.

8. Immunity from JETRO's responsibility

- A. JETRO assumes no responsibility or liability for any injury, damage, additional expense, accidental delay or other irregularity suffered by the exhibitor or any third party, other than those which may be caused by a willful or negligent act or omission on the part of JETRO. Furthermore, JETRO shall not be responsible or liable for any consequence of a natural calamity, labor dispute, act of God, war, or other event beyond JETRO's reasonable control.
- B. In the case that the Fair Organizer cancels the Fair due to circumstances beyond the reasonable control of the Fair Organizer, such as natural disaster, acts of war, governmental emergency or unavailability of the Fair site, the Fair Organizer and JETRO shall not be responsible for damages to and loss of Exhibitor's property.
- C. Furthermore, JETRO shall bear no liability for any loss or damage incurred by the case listed below.
 - Exhibitors cannot go through customs formalities by the opening day of the fair, with the delay of preparation for the fair or the imperfection of the application form submitted to JETRO.
 - Exhibitors cannot enter Japan with a delay of issuing visa.
 - Exhibitors do not get enough business negotiations or results than they expected.

9. Cancellation Policy

Any cost incurred by the Exhibitor's last minute cancellation or withdrawal from the program shall be borne by the Exhibitor.

10. Interpretation and Enforcement of the Rules and Regulations

JETRO shall have full responsibility in the interpretation and enforcement of this Rules and Regulation and reserves the right to make changes or additions, as JETRO deems necessary for the proper conduct of the JETRO Zone.

11. Observance of Japanese Law and the Rules and Regulations

In order to assure a successful trade fair, it is essential that Exhibitors observe Japanese law as well as these Rules & Regulations. Any disputes related to the Fair shall be governed by Japanese law and adjudicated in Tokyo District Court.