

MINEX '09



30 SEPTEMBER - 2 OCTOBER 2009
MOSCOW, RUSSIA



PRIME RUSSIAN MINING TRADE FORUM & EXPO

MINEX 2009 EXPO - CONTRACT

1. In this Contract, Advantix Ltd is 'we', 'us' and 'our'. The person applying in writing (the Application) for an exhibition space (the Space) is 'you' and 'your'.
2. This Contract can only be amended in writing that we sign.

OUR RIGHTS AND RESPONSIBILITIES

3. We will:
a) organise and hold the Exhibition
b) Promote the Exhibition
c) make reasonable efforts to offer you the Space specified in your Application
4. We do not guarantee Exhibition visitor numbers or any level of commercial activity. We can cancel the Exhibition by writing to you before it starts. If so, we will refund your fees within 30 days.
5. We can ask you to:
• obey the relevant laws
• prevent any damage
We can do this verbally in writing. Our directions include, but are not limited to:
a) specifying display area wall heights and coverings
b) deciding times (in accordance with the venue guidelines) you can set up and dismantle displays
c) making health and safety requirements.

YOUR RIGHTS AND RESPONSIBILITIES

6. You are not a tenant of the Space. You can share it, but you cannot transfer it to another person.
7. You must:
a) use your Space only to display and promote goods and/or services in keeping with the Exhibition theme
b) follow our directions as soon as possible and pay any associated costs
d) follow relevant laws and venue guidelines, and avoid damaging a person or property
e) keep your Space clean and tidy, and remove all your materials when the Exhibition ends.
8. You must not assign your rights for any part of your Space to another person without our written consent. Both you and the person to whom you assign your Space must agree to this Contract.

PRICE AND PAYMENT

9. You must pay us fee as we specify in the Booking Form.

RISK AND INSURANCE COVER

10. You agree that the Exhibition site can be hazardous. You will take due care to prevent injury and property damage. We are not responsible for any damage caused by your acts or omissions. You must have current public liability insurance.

WARRANTIES AND LIABILITIES

11. As allowed by law, or except where this Contract states, we:
a) do not make any representations or warranties about you or your Space
b) are not liable for any person's injury or death, property damage, economic loss, or any indirect, special or consequential damages to do with the Exhibition
c) exclude all conditions and warranties implied by custom, general law or statute
12. You indemnify us from and against any claims, damages, losses and costs we may incur because of:
a) any breach of the Contract that you make
b) any of your displays or demonstrations
c) any of your acts or omissions to do with the Exhibition, including any negligence and wrongdoings.
13. Except where the law otherwise requires, in a claim for damages by one party against another, including a third party claim, the recoverable damages claim must reflect just and equitable responsibility for the damage.
14. You agree not to sell or intend to sell goods at the Exhibition that misrepresent or infringe intellectual property rights. You indemnify us from and against any and all claims, damages, losses and costs we may incur if you breach this agreement.

ADVERTISING

Clauses 15 to 30 outline our Publication Material terms and conditions. Material is any form of publication advertising you give us or that we create for you. Publication is any publication that we own or control, including exhibitor listings, trade guides, signage, posters, and websites.

Giving us Material:

15. When you give us Material you warrant that:
a) you own it or have the right to use and publish it
b) it does not breach any law or any other person's rights
c) you can legally represent the individual, entity, product or service in the Material
d) you agree to these terms and conditions and will pay our rates.
16. You must give us all Material by the deadline that we set.
17. If we do not receive your Material by the deadline, we will consider that you have cancelled the advertising. We may charge you a cancellation fee of up to the full cost of the advertising.
18. If you give us Material by the deadline and you want to cancel your advertising, you must tell us in writing.
19. If you cancel your advertising after the deadline, we may charge you a cancellation fee of up to the full cost of the advertising.
20. All Material you give us must meet our requirements. If it does not, we may change it to make it suitable for the Publication or ask you to re-supply it.
21. We are not liable for any loss or damage to the Material. We are also not responsible for returning Material to you.
Our pricing
22. Our prices are listed in our Booking Form.
23. You must pay the full amount by the due date on our invoice.
24. If you do not pay us by the due date, we may take your Material out of the Publication.

Publishing Material

25. We may choose where to place Material in a Publication.
Liability
26. This Contract is not cancelled by printer's error, casual displacement, omission, inability or failure to publish the Material.
27. We will take every care to include the Material in the Publication, but we are not liable for any loss if it is not included.
28. If we cannot publish the Material, we are only liable to refund you the maximum amount you paid us to publish it.
29. As far as possible, these terms and conditions nullify all other legal warranties including those under trade practice laws in Russian Federation.
30. You indemnify us for all claims against us and any loss or damage to us from publishing the Material because of: a) any allegation that we have breached third-party intellectual property rights
b) any other liability we may be exposed to.

GENERAL ISSUES

31. All Contract references to time mean as soon as possible, unless we state otherwise.
32. We are not liable for any expenditure, liability or loss, including consequential loss, nor will we be in default for any delay, failure or interruption because of:
• acts of God, civil or military authority, public enemy, terrorism
• epidemics, war, accidents, fires, explosions, earthquakes, floods, the elements
• strikes, labour disputes, shortages
• failure of electrical power, lifts, transportation, postage, air conditioning
• the availability of appropriate premises
• insufficient exhibitor numbers
• visitor non-attendance
• any prevailing commercial circumstances or causes beyond our control.
33. Any part of this Contract that is not legal or enforceable may be removed, but all other terms and conditions will stay in force.
34. English laws and the jurisdiction of UK courts govern this Contract.
35. You agree to give us your consent under privacy laws to:
a) use your personal information for internal purposes, including accounts processing, exhibitor analyses, event invitations
b) give your personal information to exhibition contractors and us to develop our conference and exhibition businesses and services.
36. Please write to us if you do not wish us to use your personal information in this way.

PLEASE CONFIRM YOU HAVE READ AND AGREE WITH THE TERMS

Accepted by

Date

Company