

## Conditions of participation

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<b>1</b>	<p><b>Title of event</b></p> <p><b>EXPOMIN 2021</b> <b>16<sup>th</sup> World Congress and Exhibition for Latin American Mining</b> <b>25 – 29 October 2021</b> <b>Santiago de Chile, Chile</b></p>
<b>2</b>	<p><b>Organizer</b></p> <p>FISA S.A. Tenderini 187 Santiago, Región Metropolitana CHILE Phone: (562) 2530-7000 Fax: +56 (0)2/2530-7272 www.fisa.cl</p> <p><b>European Co-Organizer</b></p> <p>Messe Düsseldorf GmbH Postfach 10 10 06, 40001 Düsseldorf Messeplatz, 40474 Düsseldorf Germany Phone: +49 211 4560 01 Fax: +49 211 4560 87 436 www.messe-duesseldorf.de</p>
<b>3</b>	<p><b>Venue</b></p> <p>Espacio Riesco, Santiago de Chile</p>
<b>4</b>	<p><b>Dates</b></p> <p><b>Construction:</b> 22 – 23 October 2021 <b>Press day:</b> 24 October 2021 <b>Duration:</b> 25 – 29 October 2021 <b>Dismantling:</b> 29 – 31 October 2021 <b>Opening times:</b> 25 – 28 October 2021 10:00 a.m. – 6:00 p.m. 29 October 2021 10:00 a.m. – 4:00 p.m.</p>
<b>5</b>	<p><b>Deadline for Registration</b></p> <p>6 August 2021</p>
<b>6</b>	<p><b>Registration fee / Catalogue Entry</b></p> <p><b>6.1 Registration fee</b> A one-off registration fee of EUR 300.– is due and payable upon submission of application. The exhibitor shall be billed for such amounts. The registration fee includes a basic entry in the alphabetical list of exhibitors of the catalogue, consisting of exhibitor's name (in Latin and Cyrillic) full address, contact data (phone, fax, email and internet) and a short entry under the main area of presentation in the index of products.</p> <p><b>6.2 Catalogue Entry</b> The exhibitor is forwarded separate forms in due course for catalogue entries in addition to the 6.1 entry. These provisions (6.1 and 6.2) also apply to co-exhibitors.</p> <p><b>6.2.1</b> The catalogue is issued by FISA. Exhibitors will receive in due time either from Messe Düsseldorf or an appointed third party full details on catalogue entries and placing of advertisements. No claims can be entertained for incorrect, incomplete or omitted entries.</p>
<b>7</b>	<p><b>Participation fees</b></p> <p>The costs of participation to be paid are as set forth in the participation options described under 7.1–7.2 below.</p>

<b>7.1 Stand space inside exhibition hall</b>	
<b>7.1.1 Package price:</b>	<b>530.– EUR/sqm</b>
(Minimum Stand space: 12 sqm) (with surface price) Basic equipment for shell scheme model Stand construction and dismantling, incl. all ancillary expenses:	
<ul style="list-style-type: none"> <li>• 12 sqm carpet, grey</li> <li>• Stand partition walls to neighbor stands, made of system, white</li> <li>• Fascia to all aisle sides, 30 cm high, incl. lettering (16 letters free of charge)</li> <li>• 1 table</li> <li>• 3 chairs</li> <li>• 1 sideboard, lockable</li> <li>• 1 waste paper basket</li> <li>• 3 spotlights with arm, incl. consumption</li> <li>• 1 socket (220V, 600 W), inkl. consumption</li> </ul>	
For additional lighting, outlets etc. it is necessary to order a separate electric main connection. Resignation or modifications of a already booked basic or premium package are just valid up to six weeks before beginning of the exhibition. Afterwards, an arrangement fee has to be paid.	
<b>7.1.2 Price for Row stand: space only (see 7.4)</b>	<b>420.– EUR/sqm</b>
1 side open (Minimum stand space: 50 sqm)	
<b>7.1.3 Open air area without standfitting:</b>	
Minimum size 50 sqm - 199 sqm <b>190.– EUR/sqm</b> from 200 sqm upwards <b>180.– EUR/sqm</b>	
<b>7.1.4 Surcharge for Corner stand:</b>	<b>EUR 965.–</b>
2 sides open (Minimum stand space: 24 sqm)	
<b>7.1.5 Surcharge for end of block:</b>	<b>EUR 1,630.–</b>
3 sides open (Minimum stand space: 48 sqm)	
<b>7.2 Registration fee</b>	<b>EUR 300.–</b>
(see in addition point 6)	
<b>7.3 Stand construction approval/procedure</b>	
The fees for the stand construction approval/procedure by the fairground owners/organisers can be found in the technical guidelines.	
<b>7.4 General services and facilities</b>	
<ul style="list-style-type: none"> <li>• Provision of net fair space (stand area) during the official opening hours</li> <li>• Pro rata charge for collectively used area (difference between gross and net area)</li> <li>• Stand number</li> <li>• Cleaning of aisles and passages in halls (exhibitors are responsible for cleaning stands)</li> <li>• General security (no individual surveillance)</li> <li>• Fire protection service during assembly, event and dismantling</li> <li>• Carpet in the aisles</li> <li>• General illumination</li> <li>• Design of open-air space and halls (flags, inscriptions)</li> <li>• Equipping and operating a MD service centre</li> <li>• Comprehensive visitor canvassing</li> <li>• Mandatory liability insurance by local organisers</li> </ul>	
Withdrawal fee before admission: <b>EUR 250.–</b>	
Any waiver of individual company-specific or general services shall constitute no claim to reduction of the participation fee. All fees are net, without value added tax, which may have to be paid separately. Any additional technical services required, e.g.	

power, security elements, water, local labour etc., are provided exclusively by Messe Düsseldorf at an extra charge and can be ordered using special order forms.

Fees for additional stand assembly services supplementary to those included in the participation fee, and any orders for services shall be agreed on or charged according to Messe Düsseldorf's price lists valid at the time of the event. Exhibitors shall pay additional rental fees for use of such areas outside official opening hours.

The fees published by Messe Düsseldorf are fixed prices and are binding on both parties once the exhibitor has been admitted. In the event of any change in the initial conditions agreed between local contractual partners and Messe Düsseldorf or any amendment to legal provisions and fees after admission, Messe

Düsseldorf shall be entitled to charge these to the exhibitor at the current rate.

#### 7.5 Taxation

The participation fees, in accordance with article 7 of the contract, are to be understood as net prices, plus any value added tax and/or usage, or rather, service provision tax required by law. If such taxes are triggered by the services, then they are due in addition to the agreed price.

The customer will effect all payments due hereunder without withholding of, deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by any governmental authority in connection with this Agreement. If the customer becomes obligated by law to make such withholding or deduction at source, the customer will pay to the Messe Düsseldorf GmbH such additional amounts as may be necessary to enable the Messe Düsseldorf GmbH to receive on the due date a net amount equal to the full amount which it would have received the payment had not been subject to the Taxes.

The customer shall promptly pay all of the Taxes, deductions and withholdings and shall not later than eight Business Days after receiving the same, furnish the Messe Düsseldorf GmbH with such certificates, receipts or other documents confirming receipt by the competent authority of such payments.

### 8 Application

Applications must be submitted using the enclosed form, acknowledging these Conditions of Participation. The completed application form bearing a legally binding signature should be mailed to:

Messe Düsseldorf GmbH  
Dept.: G1-IPS  
P.O. Box 101006  
40001 Düsseldorf  
Germany

No account shall be taken of conditions or provisos contained in applications. Requests for specific sites do not constitute a condition of participation. The application shall be binding irrespective of admission by Messe Düsseldorf. Only upon receipt by Messe Düsseldorf shall the application be deemed to have been submitted; it shall be binding pending final admission or non-admission. Particulars given shall be stored for automatic data processing and shall be made available to third parties upon implementation of the contract. Applications shall be processed in the order received. Any applications pending after the registration deadline can only be considered if sufficient space is available. Any services offered by companies having exclusive rights in the fair grounds must be ordered through Messe Düsseldorf.

### 9 Admission

In principle, only those exhibitors are admitted whose product

range is covered by the title and remit of the event. There is no legal right to admission. Messe Düsseldorf decides on the admission of exhibitors and exhibits. Any firm which has failed to

meet its financial obligations as against Messe Düsseldorf (from previous fair participations and/or under the terms of these

Conditions of Participation, Item 10) may be rejected.

Exhibitors will be informed of admission in writing and admission shall apply only to the exhibitor stated therein. Exhibitors will receive written confirmation surface mail or electronically that they have been admitted with their products.

Notification of admission, whether by surface mail or electronically, constitutes the conclusion of the contract between Messe Düsseldorf GmbH and the exhibitor. The electronic transmission has been made, as soon as the confirmation of admission has become accessible to the exhibitor.

The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of e-mails are available. If the exhibitor's relevant e-mail address changes, then Messe Düsseldorf must be notified immediately.

If Messe Düsseldorf suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify Messe Düsseldorf of a new email address, then the exhibitor shall be liable to Messe Düsseldorf for compensation.

The exhibitor will be given a floor plan showing the position of its stand. If appropriate, a site map of the exhibition centre or a hall plan will be sent via e-mail additionally.

Messe Düsseldorf reserves the right to cancel a stand booking approved on the basis of misleading or false information or if the requirements for participation are no longer met or the booking is no longer in accordance with the admission regulations.

Should Messe Düsseldorf be compelled to relocate or change individual stands, entrances, exits or aisles at a later point in time, this shall not give rise to any claims.

If through no fault on the part of Messe Düsseldorf the space allocated is no longer available, the exhibitor shall be entitled to a refund of the participation fee. No claims for damages may be submitted.

Following admission by Messe Düsseldorf (conclusion of the contract), the obligation to pay the participation fee shall remain legally binding even if, for example, the authorities in the exhibiting country do not approve, in whole or in part, the exhibitor's import requirements, or if exhibits fail to arrive in time or to arrive at all (e.g. owing to loss, delays in transit or customs), or if the exhibitor or his agent is delayed or even unable to attend. Should the exhibitor or his agent fail to take over the allocated stand area two days prior to the beginning of the event, such area may be otherwise disposed of. This shall not release the exhibitor from his contractual obligations or entitle him to a demand refund or lodge any other claims.

### 10 Terms of Payment

**10.1** Participation costs set forth in Item 7 shall become due upon approval of the admission. The exhibitor shall be billed for this account.

**10.2** Bills for other, separately ordered services or deliveries shall be payable at the time of performance or on the date of the bill at the latest.

**10.3** From 1 January 2006, a European Payments Council resolution requires all European banks to process all cross-border euro payments, received within the European Union and the European Economic Area (EEA), with mandatory BIC (Bank

Identifier Code - colloquially known as the SWIFT code) and IBAN (International Bank Account Number) information. Remittances quoting the name of the event, customer's and bill numbers, are payable into any of the following accounts of Messe Düsseldorf, Düsseldorf.

The invoice for participation charges will be sent to the exhibitor together with, or subsequent to, the confirmation of admission and the allocation of space. If an exhibitor chooses electronic invoicing, then the invoice is sent to the email address specified by the exhibitor in electronic form (i.e. by email with a PDF attachment) and without encryption.

The invoice is considered to have been delivered to the exhibitor when the email has reached the exhibitor's domain (i.e. its email account with the internet provider). The exhibitor must ensure that its inbox is checked at regular intervals and that the technical requirements for the receipt of emails are available. If the exhibitor's relevant email address changes, then the trade fair operator must be notified immediately.

If the trade fair operator suffers loss or damage due to faulty or missing technical requirements and/or due to the exhibitor's failure to notify the trade fair operator of a new email address, then the exhibitor shall be liable to the trade fair company for compensation. All complaints must be submitted in writing immediately upon receipt of the invoice. Objections raised at a later date shall not be taken into consideration. Upon receipt of the invoice for participation charges issued by Messe Düsseldorf it is payable immediately without deduction.

Invoices for miscellaneous services or supplies ordered separately are payable with immediate effect, i.e. usually before the relevant show commences, but at the latest at the time the service is provided or the items supplied. If the exhibitor gives instructions to render accounts to a third party, the exhibitor still remains the debtor.

Remittances should be endorsed with the invoice number, marked the event and made payable to:

Messe Düsseldorf GmbH  
Postbox 10 10 06  
40001 Düsseldorf  
Germany

and paid into one of the following bank accounts:

**Deutsche Bank AG** Düsseldorf  
BLZ: 300 700 10  
Konto-No: 1641 414 00  
Swift-Code: DEUTDEDD  
IBAN: DE66 30070010 0164141400  
BIC-Code: DEUTDEDDXXX

**Commerzbank AG** Düsseldorf  
BLZ: 300 800 00  
Konto-No: 211 279 600  
Swift-Code: DRESDEFF300  
IBAN: DE05 30080000 0211279600  
BIC-Code: DRESDEFF300

**Stadt-Sparkasse** Düsseldorf  
BLZ: 300 501 10  
Konto-No: 10 117 950  
Swift-Code: DUSSEDD  
IBAN: DE94 30050110 0010117950  
BIC-Code: DUSSEDDXXX

**10.4** For all outstanding liabilities Messe Düsseldorf may retain the stand equipment and products of the relevant exhibitor as security. Sec. 562a, sent. 2 of Germany's Civil Code (BGB) shall not apply. Messe Düsseldorf shall not be liable for damage to and/or loss of goods to which a lien attaches.

**10.5** If invoices are sent to a third party on the exhibitor's

instructions, the latter shall still remain debtor.

**10.6** In case of default, interest shall be charged at a rate 8% above the current base rate according to Sec. 247 of Germany's Civil Code (BGB). Where payment dates are not met, Messe Düsseldorf shall be entitled to rescind the contract or otherwise dispose of the stand area. Item 11 of the Conditions of Participation shall apply.

**10.7** Should the exhibitor request an amendment of its company name or of the address specified in the invoice obtained, Messe Düsseldorf may charge EUR 25,-- for the reissuance and resubmission of the invoice, provided that the request for said amendment is not based on an erroneous entry in the invoice, which is due to a data transmission fault committed by Messe Düsseldorf, i.e. if the entries in the invoice differ from the specifications on the application form.

#### 11 Withdrawal or Non-Participation

Applications can be withdrawn up until admission. A withdrawal fee (see Section 7 of the Conditions of Participation) plus sales tax is payable.

Following admission, the exhibitor is no longer entitled to withdraw his application or reduce the exhibition space. Both the participation fee and any other costs actually incurred must be paid. Where the exhibitor fails to occupy the stand area allocated to him and where such area can be otherwise rented by Messe Düsseldorf (except by way of exchange), the exhibitor shall pay 40% of the participation fee as well as any other costs actually incurred. The exhibitor reserves the right to furnish evidence that the costs demanded of him are excessive.

Withdrawal by the exhibitor or any waiver of the allocated stand area shall only become effective upon receipt by Messe Düsseldorf of a written declaration to that effect.

Messe Düsseldorf is entitled to rescind the contract in the event of an application for insolvency proceedings in respect of the exhibitor's assets or where such an application is rejected on the grounds of insufficient assets. The exhibitor shall inform Messe Düsseldorf thereof at once.

#### 12 Operation of exhibition stands

During the exhibition opening hours the stand must be manned by a sufficient number of staff and should be accessible to visitors. Exhibitors have no right of access to other stands outside the official opening hours, unless permission has been obtained from the stand exhibitors.

Exhibition stands must be operated in accordance with the legal conditions and administrative guidelines.

#### 13 Co-exhibitors and group stands

Without the prior consent of Messe Düsseldorf, exhibitors are not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the admission slip cannot be advertised on the stand.

Permission to accept co-exhibitors will be given only upon application in writing by the exhibitor to Messe Düsseldorf. The co-exhibitor is liable to the same conditions as the main exhibitor. The co-exhibitor is required to pay the co-exhibitor fee to Messe Düsseldorf. The main exhibitor will, however, always be liable for the payment of the co-exhibitor's fee/Registration fee. If a co-exhibitor is admitted without the consent of Messe Düsseldorf, Messe Düsseldorf will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of unwarranted interference. The exhibitor will have no right to claim damages.

Co-exhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor. Companies with close economic or organisational ties are also classified as co-exhibitors. Company representatives

will not be admitted as co-exhibitors. Additionally represented companies are classified as those whose exhibits are shown by the exhibitor. Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors or as additionally represented companies. In accordance with the admissions regulations co-exhibitors can be entered into the catalogue with their full address provided all fees have been paid and the necessary documents have been received by the specified deadline. Messe Düsseldorf can authorise group stands provided they are in keeping with the overall pattern of the event. Exhibitors on group stands are subject to all regulations. If a stand is allocated to two or more companies, each company will be jointly and severally liable to Messe Düsseldorf. Companies on a joint stand should nominate a common representative on the application form.

#### 14 Exhibits

All exhibits must be listed individually on the application form giving an exact description. Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent of Messe Düsseldorf. Exhibits may not be removed during the course of the event. The operation and demonstration of exhibits is only admissible within the scope of legal requirements and accepted standards. Messe Düsseldorf is neither in charge of nor responsible for questions of legal requirements and licenses, quotas or transfers of sales proceeds.

#### 15 Technical Guidelines

The Technical Guidelines are a constituent part of these Conditions of Participation and must be adhered to. The Technical Guidelines shall be handed over to the exhibitor at the latest with the order form for services.

#### 16 Fair Insurance and Exclusion of Liability

Messe Düsseldorf has concluded a general exhibiton insurance contract covering the usual insurable risks such as fire, burglary, theft, breakage, leakage and water damage, including the risks of transportation to and from the fairgrounds. On application each exhibitor can have his participation risk covered at his own expense under this general insurance contract. On request a corresponding form will be sent to the exhibitor under separate cover together with the service package offer. Exhibitors who do not avail themselves of the insurance cover offered by this general insurance contract or do not do so in time acknowledge in respect of the exhibiton company that they waive all right to asserting any claims for damages which would have been covered, had they taken out the insurance protection offered. All damages incurred must be reported in writing to the police and to the insurance broker (also by telex or telefax). Incidences of fire, theft and burglary must be reported to the trade fair management and the police within 24 hours. Messe Düsseldorf is liable for financial losses and damage to property or assets only in the case of wilful intent or gross negligence. Messe Düsseldorf accepts no duty to exercise proper care with respect to exhibits and/or stand fittings. This exclusion is in no way limited by the security measures provided or decoration services undertaken in individual cases. The exhibitor is liable for all damages caused to third parties as a result of his exhibiton participation, including damage to buildings on the fairgrounds and to the exhibition halls and/or their furniture and fittings, save where such damages are covered by a local third-party indemnity insurance.

#### 17 Circulars

Once the stand areas have been allocated, the exhibitors receive circulars giving information on preparations for and the staging of the fair. Any consequences arising from disregarding these circulars shall be borne by the exhibitor.

#### 18 Reservations

Any rules and regulations of the host country or of the local contractual partner differing from these Conditions of Participation or imposing additional restrictions shall have precedence at all times. Messe Düsseldorf shall not be liable for any resulting losses or other disadvantages for the exhibitor. Messe Düsseldorf shall be entitled to postpone, curtail, extend or cancel the event and to close individual or all sections of the fair either temporarily or permanently where unforeseen circumstances

so dictate. Should it become necessary to postpone, curtail, extend or cancel the event, the exhibitor shall not be entitled to withdraw from the contract or to claim compensation; should he nevertheless waive his right to the stand area allocated to him, Item 11 of these Conditions of Participation shall apply. Messe Düsseldorf shall not be liable for any losses sustained or disadvantages suffered by the exhibitor as a result of a cancellation.

Rather, the exhibitor shall in such case be required to bear a reasonable share of the costs incurred by Messe Düsseldorf in preparing for the event. Where the exhibitor has placed orders with Messe Düsseldorf for services supplementary to those covered by the participation fee (Item 7), he shall be billed for the contributions incurred until thi point in time.

#### 19 Final Provisions

All agreements, individual approvals and special regulations require written confirmation by the trade fair company. Wherever admission documents contain the reference that they haven been drawn up by Messe Düsseldorf GmbH by computer, even if they contain no signature, they are legally binding. If the exhibitor is already registered with Messe Düsseldorf for the relevant event and if he/she has his/her own signature, orders/offers are also valid if they are received by Messe Düsseldorf electronically using this procedure. All claims by exhibitors against Messe Düsseldorf – with the exception of liability with intent – must be made within 6 months. Claims made thereafter are invalid. The period of limitation starts at the end of the month in which the event finished. The place of performance and jurisdiction for all mutual obligations is Düsseldorf or, at the request of Messe Düsseldorf, the jurisdiction of the exhibitor's place of business. This also applies to complaints arising from cheques or drafts. If the exhibitor loses the case, he/she bears the costs of the legal proceedings as well as the costs of any legal representation.

#### 20 Salvatorian clause

In the event of any provision of this contract being or becoming wholly or partially ineffective, or should a loophole transpire in this contract, such circumstances shall not affect the validity of the remaining contract. Instead of the ineffective provision and in order to close the loopholes, an appropriate provision shall apply, which in as far as legally possible, most closely approximates the objective which was, or would have been intended by the parties to the contract according to the sense and purpose of the contract, based on their consideration of the provision.

If the ineffectiveness of any provision is due to the extent of service or period (deadline or date), stated therein, it shall be replaced by the legally permitted scope which comes closest to the provision.

The law of the Federal Republic of Germany is applicable. The German text is binding.

Messe Düsseldorf GmbH

July 2021