



# CeMAT ASIA 2019

## 2019 亚洲国际物流技术与运输系统展览会

23 – 26 October 2019

2019年10月23日至10月26日

Shanghai New International Expo Centre (SNIEC) - Pudong

上海新国际博览中心—浦东

### APPLICATION FOR STAND SPACE

### 展位申请合同

This contract is hereby made between the organizer, Hannover Milano Fairs Shanghai Ltd, and the exhibitor as named below for this exhibition.

此合同由展会组织单位-汉诺威米兰展览(上海)有限公司, 及以下参展商共同签署。

Please make sure that the exhibitor details are in accordance with your VAT invoice info. If not, please contact with the organizer first. 以下展商资料必须与开票、公章信息一致。若不一致请与组织单位联系。

#### EXHIBITOR DETAILS

#### 展商资料

Company Name-En 公司英文名称: \_\_\_\_\_

Company Name-Cn 公司中文名称: \_\_\_\_\_

Address 地址: \_\_\_\_\_ City 城市: \_\_\_\_\_

Country 国家: \_\_\_\_\_ Parent Company Country 总部: \_\_\_\_\_

Postal Code 邮编: \_\_\_\_\_ Managing Director 公司负责人: \_\_\_\_\_

Contact Person 联系人: \_\_\_\_\_ Position 职位: \_\_\_\_\_

Email 电子邮箱: \_\_\_\_\_

Tel 电话: \_\_\_\_\_ Fax 传真: \_\_\_\_\_

Cellphone 手机: \_\_\_\_\_ Website 公司网址: \_\_\_\_\_

Type of Company 公司类型:

Manufacturer 制造商     Distributor/Agent 分销/代理     Exporter 出口商     Importer 进口商

Official Invoice Request (Applicable to Chinese Exhibitors ONLY) 需要发票类型 (仅适用于中国公司):

VAT invoice 增值税专用发票     Normal invoice 增值税普通发票

Address for Invoice Mailing 邮寄发票地址:

Exhibitor's address 展商登记地址

Other invoicing address 其他地址 \_\_\_\_\_

Note: For VAT payer, please send us your VAT invoice information together with the application form.

温馨提示: 若贵公司是增值税一般纳税人, 请将贵司完整开票资料, 与本合同一起发送给我们。

**Application Deadline: 31 May 2019**

**报名截止日期: 2019年5月31日**

## CO-EXHIBITOR REGISTRATION

### 合作参展商资料

We register the following company as a co-exhibitor according to the Terms & Conditions for Participation.  
根据联合参展条款，我们申请以下公司作为我公司的合作参展商。

Company Name-En 公司英文名称: \_\_\_\_\_

Company Name-Cn 公司中文名称: \_\_\_\_\_

Address 地址: \_\_\_\_\_

City 城市: \_\_\_\_\_ Country 国家: \_\_\_\_\_ Postal Code 邮编: \_\_\_\_\_

Contact person 联系人: \_\_\_\_\_ Position 职位: \_\_\_\_\_

Email 电子邮箱: \_\_\_\_\_

Tel 电话: \_\_\_\_\_ Fax 传真: \_\_\_\_\_

Cellphone 手机: \_\_\_\_\_ Website 公司网址: \_\_\_\_\_

## PAVILION STAND APPLICATION

### 展团展位申请

AGV Pavilion /AGV 展团

Unit Price 单价: 2,060 RMB/sqm; Stand Space 展位面积 \_\_\_\_\_; Total Price 总价 \_\_\_\_\_

Others Themed Pavilion 其他展团 \_\_\_\_\_ (Pavilion Name 展团名称)

Unit Price 单价: \_\_\_\_\_ RMB/Sqm; Stand Space 展位面积 \_\_\_\_\_ Sqm; Total Price 总价 \_\_\_\_\_ RMB

**6%VAT Included;** 以上价格已包含 6%增值税;

## INDEPENDENT STAND APPLICATION

### 独立展位申请

Exhibits Sector Option 展示区域选择 (Single Answer for Stand Allotment 展示区域仅可单选):

- Mechanical handling 机械搬运设备
- Loading technology 装载技术
- Warehousing technology and workshop equipment 仓储技术与车间设备
- Packaging and ordering picking equipment 包装与订单拣选设备
- Entire systems for material handling technology, warehouse technology, logistics  
物料搬运技术、仓储技术与物流系统
- Traffic engineering 交通工程
- Intralogistics – Systems and software 内部物流系统与软件
- Logistics services and outsourcing 物流服务与外包

**Stand Zone 展位区域:**

- A Zone / A 区, RMB 2,310.8 /sqm for Raw Space 光地价格人民币 2,310.8 元/平方米
- B Zone / B 区, RMB 1,484 /sqm for Raw Space 光地价格人民币 1484 元/平方米
- C Zone / C 区, RMB 1,208.4/sqm for Raw Space 光地价格人民币 1,208.4 元/平方米

**Stand Space(in sqm) 展位面积:** \_\_\_\_\_

**Stand Type 展位类型:**

- Raw Space 光地展位, + RMB 0 /sqm
- Shell Scheme 标准展位, + RMB 159 /sqm
- Upgrade Shell Scheme 升级标准展位, + RMB 318 /sqm
- Deluxe Shell Scheme 豪华标准展位, + RMB 424 /sqm

Note 温馨提示:

- 1, Minimum Size for Raw Space is 18sqm; Minimum Size for Shell Scheme is 9sqm.光地展位由 18 平方米起租; 标准展位由 9 平方米起租。
- 2, Stand fee for any kind of Shell Scheme = Raw Space Fee + Additional Fee 标准展位价格=光地价格+附加费用
- 3, Shell Scheme include: Carpeting, Reception table\*1,Chair\*2,100W spotlight\*2,Waste basket\*1, Fascia\*1, 220V socket\*1. Outside 2.5mH system made.标准展位配置: 地毯, 咨询台\*1, 椅子\*2, 100W 射灯\*2, 废纸篓\*1, 楣板\*1, 220V 电源插座\*1。门框高度 2.5 米
- 4, Upgrade Shell Scheme include: Carpeting, Reception table\*1, Barstool\*1, Round table\*1 with 4 black leather arm chair, 100W spotlight\*4, Waste basket\*1, Fascia \*1, 500W socket\*1.Outside 3.5mH system made.升级标准展位配置: 地毯, 咨询台\*1, 吧椅\*1, 白圆桌\*1, 皮椅\*4, 100W 射灯\*4, 废纸篓\*1, 楣板\*1, 500V 电源插座\*1。门框高度 3.5 米。
- 5, Deluxe Shell Scheme include: Carpeting, Reception table\*1, Barstool\*1, Round table\*1 with 4 black leather arm chair, 100W spotlight\*4, Waste basket\*1, Fascia \*1, 500W socket\*1, Storage room\*1.Outside 4mH system made.豪华标准展位配置: 地毯, 咨询台\*1, 吧椅\*1, 白圆桌\*1, 皮椅\*4, 100W 射灯\*4, 废纸篓\*1, 楣板\*1, 500V 电源插座\*1, 储藏室\*1。门框高度 4 米。

**Stand Open Sides 展位开口面:**

- One Open Side 单面开口
- Two Open Sides 双面开口
- Three Open Sides 三面开口
- Island Booth 四面开口

Note: Surcharges for open sides can be obtained from the price book\* below. The organizer cannot guarantee the stand open sides due to the area limits; During booth allocation procedure, inconsistency on wish open sides doesn't have the decisive negotiation stand. Open Side Surcharge will be charged together with the balance payment according to the final booth confirmation.

温馨提示: 开口面费用请参考下方价格表\*。组织单位将尽量满足, 但由于场地限制, 无法对此做任何承诺; 在展位分配确认时, 展商不得以开面要求未得到满足为由提出分配的展位与申请表不一致的异议。开口面费用将根据实际展位分配情况, 在尾款中收取。

The above basic price (one open side)根据上述选择, 展位基础价(单开口)为人民币 \_\_\_\_\_, Total price with open side surcharge 展位总价含开面费为人民币 \_\_\_\_\_

**EXAMPLE: A zone-2310.80/sqm, Shell-159/sqm, 18sqm, 2open sides rate-5%**

**Booth Fee Calculation=(2310.8+159)x18x1.05 =RMB 46679.22**

**\* Price Book 价格参考表**

	One Open Side 单面开口	Two Open Sides 双面开口	Three Open Sides 三面开口	Island Booth 四面开口
Raw Space in A Zone A 区光地	RMB 2,310.8 /sqm 2,310.8 元/平方米	<b>+5%</b>	<b>+8%</b>	<b>+10%</b>
Raw Space in B Zone B 区光地	RMB 1,484 /sqm 1,484 元/平方米	<b>+5%</b>	<b>+8%</b>	<b>+10%</b>
Raw Space in C Zone C 区光地	RMB 1,208.4 /sqm 1,208.4 元/平方米	<b>+5%</b>	<b>+8%</b>	<b>+10%</b>
Additional Fee for Shell Scheme 标准展位附加费用	Shell Scheme 标准展位	RMB 159 /sqm 159 元/平方米	- 6%VAT Included; 以上价格已包含 6%增值税; - Management Fee Included; 以上价格已包含光地管理费; - Stand fee for any kind of Shell Scheme = Raw Space Fee + Additional Fee 标准展位价格=光地价格+附加费用	
	Upgrade Shell Scheme 升级标准展位	RMB 318 /sqm 318 元/平方米		
	Deluxe Shell Scheme	RMB 424 /sqm		

Note: 6%VAT and Management Fee are Included. With regard to the participation fee payment matter and the default clause about contract termination (advance rent or participation fee could be claimed as indemnification fee), for more details, please refer to Terms & Conditions for Participation. Space allocation will be assigned by the Organizers, and the organizer reserves the right to alter the size of the stand slightly.

温馨提示: 以上价格包含 6%增值税及光地管理费.有关参展费支付事项及取消合同的违约条款(预付款或参展费用会被抵作违约金), 详见参展条款之规定。具体展位位置将由主办单位划分, 并且保留对展位大小做略微改动的权力。

### EXHIBITOR AGREEMENT

**Agreement 1:** To all the exhibits on display, we either own the intellectual property rights, or have the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, we will remove the infringed exhibits from display immediately, cooperate with the organizer and related legal agency on investigation and will not use this reason to request back any participation fee.

**Agreement 2:** The corporate name is legally registered, valid and effective. We will not attend the exhibition with other corporate name or transfer the booth without the authorization from the show organizer. And the displaying exhibits will be in the accordance with the exhibits category of the show.

**Remarks:** Any illegally registered corporate or any booth transfer without the organizer's permission is strictly forbidden by the show organizer. The organizer reserves the right to reject any unregistered exhibitors or co-exhibitors to attend the exhibition, as well as exhibitors with exhibits not in accordance with show exhibits category. (More details referred in 'Rules & Regulations of exhibitors')

### 展商承诺

**承诺 1:** 我们对展出产品拥有自主知识产权或经知识产权人的授权许可, 不存在侵权行为。如确属侵权, 我们将撤出展品, 配合组织单位和相关法律机构的调查, 并不以展品被撤为由要求退还展位费。

**承诺 2:** 我们的公司名称经合法注册, 真实有效。未经组织单位同意, 我们不以其他公司名义参展, 也不转让展台。我们只以符合展会要求的展品参展。

**注:** 组织单位禁止非合法注册的展商参展, 禁止未经许可的展台转让, 并有权拒绝未经登记的参展商或分展商参展, 拒绝不符合展会要求的展品进入展会。详见参展条款之规定。

### DECLARATION BY THE EXHIBITOR

We agree that this application, when approved by the Organizer, shall constitute, together with the Terms & Conditions for Participation annexed hereto, and any additions which may be made pursuant to the said Terms & Conditions, a valid and legally binding contract. We have read and hereby agreed fully to the Terms & Conditions for Participation.

### 展商声明

我们同意此申请表被组织单位确认后与所附的参展条款及其他附件共同构成了合法有效的合同, 并且我们已经仔细阅读并接受所附的参展条款及其他附件。

\_\_\_\_\_  
Name of Authorized Signature (签字)

\_\_\_\_\_  
Designation (职务)

\_\_\_\_\_  
Date (日期)

\_\_\_\_\_  
Company Stamp / Chop (公司盖章)

**Please Return Application Form, duly signed and stamped to :**

**请完整填写本申请表格 1-4 页, 并签名盖章后传真至:**

**Fax (传真): +86-21-6886 2355 / 5045 9355 for companies located in Asia**

**+49-511-89 34132 for companies located outside Asia**

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**CeMAT ASIA 2019**  
**VIP Buyer Invitation**  
**Fax feedback: 021-6886 2355 / 5045 9355**



Company Name

Exhibits Category

**1. Please tick the target areas and industries of your key buyers**

Area:	<input type="checkbox"/> North China	<input type="checkbox"/> Northeast China	<input type="checkbox"/> East China	<input type="checkbox"/> Central China	<input type="checkbox"/> South China
	<input type="checkbox"/> Southwest China	<input type="checkbox"/> Northwest China	<input type="checkbox"/> China Hong Kong, China Macao & China Taiwan		Others:
Industry:	<input type="checkbox"/> Machinery Construction	<input type="checkbox"/> Petrochemical	<input type="checkbox"/> Wind Power Generation Equipment		<input type="checkbox"/> Machine Tool
	<input type="checkbox"/> Packaging	Others:			

**2. Please fill in the detailed contact information of your VIP buyers invited by us**

No.	Industry	Company Name	Contact	Position	Tel. No.	Email
1						
2						
3						
4						
5						
6						

The way you'd like to invite your VIP buyers	<input type="checkbox"/> By your own invitation	<input type="checkbox"/> By organizer's phone call
	<input type="checkbox"/> By organizer's email blast	<input type="checkbox"/> By organizer's fax blast
	<input type="checkbox"/> By organizer's SMS distribution	<input type="checkbox"/> Others:

**3. Please leave your contact information**

Contact person	Position	Mobile No.	Tel No.	Fax No.	Email

4. Other suggestion:

**The organizer will keep fully confidential the information collected above for the mere sake of VIP buyer invitation, and leakage to any third party is restricted.**

# Conditions of Participation at CeMAT ASIA 2019

By registering for the event, the applicant/exhibitor accepts in all respects in a legally binding manner the following Specific Conditions for Participation in CeMAT ASIA 2019 (Part A) as well as the General Conditions for Participation in Hannover Milano Fairs Shanghai Ltd, events on the exhibition grounds of the Shanghai New International Expo Centre (Part B). They form the legal basis for the exhibitor's participation in the event.

## Part A: Specific Conditions for Participation in CeMAT ASIA 2019

### Definitions

Event:	CeMAT ASIA 2019, International Exhibition for International Trade Fair for Materials Handling, Automation Technology, Transport Systems and Logistics in Asia, which will take place on the exhibition grounds "Shanghai New International Expo Centre" in Shanghai Pudong (China) from 23 October to 26 October 2019.
Organizers:	Hannover Milano Fairs Shanghai Ltd. China Federation of Logistics and Purchasing Chinese Mechanical Engineering Society
Exhibitor:	Every corporation, legal entity or other organization to which a display space has been rented at the event.
non-Chinese exhibitors:	Exhibitors whose residence, firm or branch domicile under which they have registered their participation in the event and have been admitted is outside the People's Republic of China. Taiwan and Hong Kong exhibitors will be treated as International exhibitors.
Chinese exhibitors	Exhibitors whose residence, firm or branch domicile is in the People's Republic of China, but outside the Special Economic Zone of Hong Kong and Taiwan.
Co-exhibitors:	Every natural or legal person, firm or other organization that displays its own products or services at an exhibitor's stand, without itself being an exhibitor.
Applicant:	Every corporation, legal entity or other organization that, by using the registration forms and by accepting the Conditions for Participation for the event, has applied to participate in the event as an exhibitor.

### Prerequisites for admission

The event is open in the first instance to manufacturing firms, but the organizer is also entitled to admit distributors and importers to the People's Republic of China as exhibitors or co-exhibitors. Only one stand may be rented for similar products of a manufacturer. If a manufacturer has rented several stands, it may exhibit similar products at only one stand.

Only companies whose exhibits fall within the tradeshow's

official product index are eligible to participate.

Products that fall outside the scope of the official product index may not be exhibited, unless they are required to display or operate an eligible display item. The organizer is entitled to remove from the stand any exhibits that are not listed in the product index.

All retail or cash sales to private individuals or business persons – especially of exhibition merchandise or fair samples – is prohibited. A retail or cash sale is any transfer of merchandise for payment or any supply of a service on the part of the exhibitor at the exhibition grounds. The delivery of merchandise or supply of a service as well as payment for them – in cash, by check, credit card or in any other form – may only occur after the fair has concluded. Transfer without payment is permitted. Other contracts may be concluded.

### Fees for participation and payment deadlines

- I. **Fees for participation**  
Please refer to the Price Book on Page 3 of this contract.
- II. **Value-added tax**  
All fees listed includes statutory value-added tax.
- III. **Payment deadlines, default of payment**
  1. Immediately after applying to participate in the event, the exhibitor must pay a sum amounting to 50% of the participation fee (stand open sides surcharge excluded) for the reserved exhibition area (advance rent) within **ten (10) business days**. Payment of the advance rent is a precondition for further processing of the application for participation.
  2. The participation fee will be charged to the exhibitor directly after the stand rental contract comes into full legal effect (cf. clause 2 of Part B of the Conditions for Participation). The advance rent received will be deducted from the participation fee. Payment (stand open sides surcharge included) is to be made to the account shown on the invoice by **31 Aug. 2019**. If a payment is not received by the stipulated due date, default of payment shall take effect automatically and without notification. If the invoice is issued after the specified date of default, payment is due either by the deadline stated on the invoice or else seven (7) days after the date of the invoice.
  3. If there is a default in payment, the organizer reserves the right to charge default interest from the due date at an interest rate of 5‰ per day. Irrespective of charging default interest, the organizer reserves the right to terminate the stand rental contract as per clause 9, paragraph 5 of the General Conditions for Participation (part B).
- IV. **Construction and dismantling periods**

Construction: 21 - 22 October 2019

Dismantling: 26 October 2019

The organizer is entitled to remove, at the exhibitor's expense, any objects not removed within the dismantling period. The organizer is not obliged to store these objects and may dispose of them at will.

**Part B: General Conditions for Participation in events of Hannover Milano Fairs Shanghai Ltd. and its subsidiaries at the exhibition grounds of the Shanghai New International Expo Centre Co. Ltd., Shanghai/Pudong (China)**

**1. General**

The following General Conditions for Participation in events at the exhibition grounds of the Shanghai New International Expo Centre Co. Ltd. (SNIEC) apply to the rental of display space to exhibitors at trade fairs and other events that Hannover Milano Fairs Shanghai Ltd. and/or a firm commissioned by it to organize the event or a cooperating firm (hereafter called respectively or collectively organizer) organizes at the SNIEC exhibition site. They complement the Specific Terms for participation in the event (Part A), which the exhibitor has also accepted by registering.

Transferring the rights and obligations arising out of this rental contract to third parties is permitted only to the extent that these Conditions for Participation anticipate this possibility.

**2. Concluding the contract**

Companies apply to participate in the trade fair and to rent display space by submitting the completed registration form, signed in a legally binding manner. The organizer reserves the right not to process the exhibitor's registration until the advance rent (Part A, Specific Terms for Participation, Clause III, No. 1) has been credited in full to the organizer's account.

There's an objection period of two (2) weeks after the exhibitor receives written confirmation from organizer of the allocation of display space at the event (stand confirmation). If the contents of the stand confirmation and the application differ, the exhibitor shall file the objection in writing during this period. The objection shall be filed against the stand applied by the exhibitor. Objection against areas other than the applied stand will be rendered as invalid and the exhibitor shall not file objection to special requirements or booth open sides.

If no written objection is filed during objection period, the contract between the exhibitor and the organizer concerning legally binding participation in the event and the rental of display space is fully validated. The organizer will review the written objection, if there is any during the objection period. If the objection is not consistent with the clause above, the organizer has the right to overrule it and thus validate the stand rental contract; but if stand confirmation is indeed different from application and it leads to non-conclusion of the contract and termination requirement from the exhibitor, the organizer will refund the advance rent paid by the exhibitor and neither party is responsible for contract violation.

**3. Allocation of display space**

The organizer is responsible for allocating display space and the organizer reserves the sole right for final decision and interpretation of any change of stand allocations at the fairgrounds. The exhibitor shall not be entitled to allocation of any particular space, nor for allocation of space in any particular area of the tradeshow.

In case of special circumstances after legally binding contract is valid between the exhibitor and the organizer, the organizer reserves the authority to uphold substantial interests of its own by subsequently relocating the exhibitor's stand to a space other than the confirmed space, altering the size of the space, moving or closing entrances

or exits to the exhibition grounds or the halls, and making any other changes deemed necessary.

In such a case, if the change constitutes an unreasonable infringement of the exhibitor's interests, the exhibitor shall be entitled to give written notice of withdrawal within one (1) week of receiving notification of the change. The exhibitor shall not be entitled to any reimbursement of the expenses it has incurred. The advance rent and participation fee already paid will be refunded.

**4. Stand construction and stand design**

Stand construction, design and safety are the responsibility of the exhibitor, who is obliged to ensure that everything is carried out in accordance with all applicable regulations and statutory guidelines as well as SNIEC's Technical Guidelines, which form a constituent part of these Conditions for Participation.

The exhibitors whose sidewalls lean against each other, shall fully communicate and coordinate when designing and setting up the stands, in case the structures overstep the boundaries or the heights, or are exposed to the outside to harm the interest of the other.

If presentations are to be held at stands, measures must be taken to ensure that they do not cause any visual or acoustic disturbance of neighboring stands. Moreover, neither common aisles nor floor areas of neighboring stands may be obstructed in any way whatsoever. Sound emissions from the stand must not exceed 70 dB (A) at the presenting stand's boundaries. In case of infringement, the organizer is entitled at its own discretion to prohibit the presentation causing annoyance or obstruction, and in case of repeated infringement to terminate the stand rental contract with immediate effect. Prepaid expense is not to be refunded but deducted as penalty.

Stands must be staffed during opening hours and be filled with exhibits. Only brand new products may be exhibited, unless they are items that are used solely as fittings or for illustrative purposes. Exhibits other than those registered are not permitted.

The organizer is entitled to have exhibits removed from the stand if their display violates principles of competition law or relevant legal regulations or is prohibited on any other grounds.

Displaying prices on exhibits is prohibited, as are references to suppliers, customers or sales figures for the goods on display.

Surveys and promotional activity on the part of the exhibitor are permitted only at its own stand.

## 5. Co-exhibitors

Use of display space by multiple firms is only permitted if the registration documents for the event expressly authorize the admission of co-exhibitors. Use of the display space by a further firm requires a special application on the part of the exhibitor in accordance with the attached registration forms, and acceptance is contingent upon the organizer's written approval.

A firm must be registered as a co-exhibitor if it is represented within the display space rented by an exhibitor or organizing body and meets either of the following conditions:

- The firm is represented alongside an exhibitor with its own staff and exhibits.
- The firm is represented alongside an exhibitor without its own staff but with its own exhibits (brochures or printed matter not counting as exhibits) whilst itself not being an exhibitor.

The acceptance of co-exhibitors is only valid upon payment (Part A, Specific Terms for Participation, Clause III, No. 2) Further, these Conditions for Participation apply also to co-exhibitors insofar as they are relevant; the exhibitor must make its co-exhibitors aware of these Conditions for Participation and the terms complementing them and is legally responsible to the organizer for co-exhibitors' compliance with them.

If the co-exhibitor has not been registered, incompletely registered or untruly registered by the exhibitors, the organizer has the right to refuse the unregistered co-exhibitor to attend the exhibition; even if the co-exhibitor is agreed to attend the exhibition, the organizer has the right to evaluate the exhibition fees accordingly.

Booth transferring happening with one exhibitor title changing into another, which is not called co-exhibitor, but booth transferring. The organizer forbids the booth transferring without permission. Once happened, the organizer will immediately disqualify both sides of the booth transferring. The exhibition fee will not be refunded as the penalty of disobeying the rules.

If several firms wish to rent a stand together, they are obliged to designate a common representative in their registration. Irrespective of this, each of the participating exhibitors is obliged to furnish the stand with its own samples and to staff it with its own personnel.

If a third party is involved in constructing the stand or is otherwise involved in arranging the exhibitor's participation in the trade fair, the exhibitor can authorize the former in writing, by providing the third party's address, to order services in a legally binding manner or to make other statements in connection with participation in the trade fair on behalf of the exhibitor and possible co-exhibitors. All further documents relating to the event (stand confirmation, offer of services, Technical Guidelines, etc.) will be remitted to the firm designated as the representative acting on behalf of the exhibitor.

## 6. Terms of payment

Exhibitors need to adhere to the payment deadlines listed in the Specific Conditions for Participation (Part A) under clause III. Full advance payment of the invoice amounts is a precondition for using the allocated display space, for inclusion in the catalogue and for exhibitor passes.

Non-Chinese exhibitors are required to pay all invoice amounts to the organizer in EURO. Chinese exhibitors are required to pay all invoice amounts to the Chinese agents

of the organizer in RMB. All payments must be transferred in full and without deduction of any bank charges or other fees to one of the accounts stated on the invoice. If payment is not made within the period stipulated, the organizer or its Chinese agent is entitled to charge default interest. In the case of default in payment by the exhibitor, the organizer may terminate the latter's stand rental contract.

In such a case as the exhibitor participates in the exhibition without meeting its payment obligations, the organizer can retain the exhibits and the stand fittings, and auction or sell them privately at the exhibitor's expense. The proceeds attained from this will be offset against outstanding payments owed by the exhibitor after deducting any costs arising from the auction or sale.

Exhibitors and co-exhibitors are liable as joint debtors to the organizer for the obligations arising out of this rental contract and the ordering of services.

Exhibitors can make a special application on a separate form for the participation fee and the fees for services to be invoiced to a third party. The application has effect only if it is signed in a legally binding manner by the exhibitor and the third party concerned and reaches the organizer at the latest by the deadline stated on the form.

## 7. Reservations

The performance of all services is subject to available capacities.

The organizer is entitled to postpone, curtail, temporarily close wholly or in part or cancel the event for a substantial reason (e.g. labor dispute, force majeure, inadequate turnout). In the case of complete or partial postponement or curtailing, the contract is considered to apply to the altered period, unless the exhibitor objects in writing within a period of two (2) weeks after being advised of the alteration. Discounts on any agreed fees and reimbursement of any expenses incurred by the exhibitor in reliance on the event running as at first anticipated are hereby expressly excluded.

## 8. Exclusion of liability

The organizer accepts no responsibility for the exhibits and stand fittings and excludes on behalf of its employees and other representatives all liability for damage to them, except in the case of malicious intent or gross negligence. This exclusion of liability also applies if the stand fittings or the display merchandise are put in safekeeping by the organizer in exercise of its landlord's lien. The exclusion of liability is not impaired by the security measures in place at the exhibition grounds.

The organizer further excludes any claim for reduction in rent as well as liability for detriment and damage that exhibitors incur because of defects in the rental object, because of false information in allocating space, stand construction or approval of stand design, the exhibitor's catalogue entry as well as because of changes in stand size and other defective services that are not objected



to immediately in writing – unless the organizer is obliged to take responsibility for these because of intentional or grossly negligent behavior on the part of its employees or other agents.

The organizer recommends that the exhibitor arrange transport and display insurance.

### **9. Premature termination of the rental contract**

If the exhibitor intends to terminate the contract, after binding registration and the advance rent is paid but before the rental stand contract is fully validated, even if the organizer agrees to a complete or partial withdrawal, the exhibitor must nevertheless pay the indemnification fee. The indemnification amount equals the advance rent. Hence the advance fee will not be refund to the exhibitor.

If the exhibitor intends to terminate the contract after the contract takes full effect and after it the full participation fee is paid to the organizer, the organizer will take action according to the time of termination proposal: only if the participation contract is suspended before the payment deadline as specified under part A, point III, clause 2 will the indemnification amount to be paid by the exhibitor be lowered to 50% of the participation fee (stand open sides surcharge excluded) ; after the payment deadline, the indemnification fee amounts to 100% of the participation fee (stand open sides surcharge included) The organizer reserves the authority to withdraw from the contract or terminate the contract with immediate effect and take exhibitor's down payment and participation fee as penalty which is non-refundable if the exhibitor does not fulfill its obligations – in particular payment obligations that arise out of this contract, the Conditions for Participation or the terms complementing them – after extension of the deadline. This also applies if the exhibitor does not meet, or no longer meets, prerequisites for concluding the contract, particularly if the exhibitor has not been legally registered , attending the show with other company name, transferring booth without the organizer's permission, displaying exhibits not in accordance with the exhibits category.

The same applies in the event that the exhibitor ceases payment, or an application is made for a judicial insolvency procedure in respect of the exhibitor's assets, or if the exhibitor's firm is in liquidation. If the organizer becomes aware of the facts leading to its cancellation or termination of contract no later than two (2) months before the opening day of the fair, and if it succeeds in renting the exhibitor's space to another company, then the organizer is entitled to claim compensation amounting to 50% of the participation fee. If the conclusive facts become known to the organizer only after this deadline, or if the organizer is unable to rent the stand space to another company, the exhibitor is obliged to pay the full participation fee.

It is not considered to be a re-letting if, for aesthetic reasons, the space not used by the exhibitor is allocated to another exhibitor without the organizer deriving further proceeds from re-letting the space previously allocated to the relocated firm. Nor is it considered to be a re-letting if in a respective exhibitor group still unoccupied areas remain available or the organizer, as the result of a cancellation, has to re-plan the returned and the adjoining display spaces.

### **10. Intellectual property rights**

To all the exhibits on display, the exhibitors either own the intellectual property rights, or have the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, the exhibitor will remove the infringed exhibits from display immediately, cooperate with the

organizer and related legal agency on investigation and will not use this reason to request back any participation fee.

### **11. Supplementary terms**

Constituent elements of the rental contract are service manual, the house rules of SNIIEC, the official index of product categories, published organizational information (e.g. the brochure Information for exhibitors) and any technical bulletins or other terms that are sent to the exhibitor prior to the fair. In particular, any services described in the *Services* manual as obligatory – some of which may be subject to charge – are considered as accepted, e.g. catalogue entry of company details or the provision of exhibitor passes.

### **12. Lapsing of exhibitor claims, requirement for the written form**

All claims of the exhibitor against the organizer are to made in writing. Any claims lapse within 6 months, beginning from the last day of the fair. Agreements that depart from these terms or the terms complementing them must be in writing; facsimile signatures suffice.

### **13. Applicable law, place of jurisdiction**

#### **a) non-Chinese exhibitors**

This contract is subject to the law of the Federal Republic of Germany if it is made with non-Chinese exhibitors (see Conditions for Participation Part A for the definition). The English version of the contract is definitive.

The place of jurisdiction is Hannover, Germany. However the organizer reserves the right to bring its claims at the court of the place in which the exhibitor is domiciled.

#### **b) Chinese exhibitors**

This contract is subject to the law of the People's Republic of China, if it is made with Chinese exhibitors (see Conditions for Participation Part A for the definition).

In this case, all claims against the exhibitor, both judicial and extra-judicial, which arise on the basis of this agreement can be brought by the organizer's Chinese agent or by the organizer itself.

The place of jurisdiction is Shanghai, People's Republic of China. The organizer's Chinese agent and the organizer itself reserve the right to bring claims in another authorized place of jurisdiction within the People's Republic of China.