

Shanghai World Expo Exhibition & Convention Center
May 16 - 18, 2019

BIOFACH CHINA

into organic

Please return to
NürnbergMesse China Co., Ltd..
Rm. 3507-3510 Kerry Everbright City (Tower 1) (Post or fax or e-mail)
No.218 West Tianmu Road,
200070 Shanghai, P.R.China
bfc@nm-china.com.cn

Please send us the
application documents **once only!**
(Post or fax or e-mail)

Fax: +86(0)21.52 28 40 11

Date for returning: immediately

Closing date: March 1, 2019

(After March 1, 2019 we can no longer guarantee acceptance of application)

Company name of direct exhibitor _____
Proprietor/Manager _____
Street _____
Postcode, Town, Country _____
Tel. _____ Fax _____
(Company) (Company)
Email _____
(Company)
Internet _____

Person to contact _____
Tel. _____ Fax _____
E-mail _____
Correspondence address (only if different) _____
Invoice address/Authorized recipient (only if different)
(see item 7 of the Special Conditions of Participation – International) _____

Application as direct exhibitor (please complete in detail or mark as applicable)
and acceptance of the Conditions of Participation

Attention: form C, D and the relevant certificates must also be submitted

1. We order stand space in exhibition halls.

All options include stand space, listing in the Visitor Guide, Show Catalogue, website promotion, 3 badges per standard booth size and one admission ticket to attend the conference.

Standard booth size: 9 sqm (3m x 3m)	Zone A (Prime location)	Zone B (Standard)
Option 1: Raw Space Only (minimum 36 sqm) (Does not include any stand construction. It is not allowed to use wall partitions of adjacent stands. Stand constructions exceeding a standard height of 4.50 metres require approval by the organizers!)	We order <input type="checkbox"/> sqm ¥ 1,700 CNY/sqm (incl. 6% tax)	We order <input type="checkbox"/> sqm ¥ 1,500 CNY/sqm (incl. 6% tax)
Option 2: Shell Scheme Package (minimum 9 sqm) (Incl. floor space, wall panels, 1 counter, 2 folding chairs, carpet, 1 waste basket, 1 power socket 220V, 2 lights, company name on fascia, show directory listing, one admission ticket to attend the conference programme)	We order <input type="checkbox"/> sqm ¥ 2,000 CNY/sqm (incl. 6% tax)	We order <input type="checkbox"/> sqm ¥ 1,800 CNY/sqm (incl. 6% tax)
Option 3: BIOFACH Pavilion (minimum 9 sqm) Prominent location with upgraded stand construction and additional services to ease the entry into the Chinese market. Please refer to <BIOFACH Pavilion Flyer> for more details.	We order <input type="checkbox"/> sqm ¥ 21,800 CNY/9 sqm (incl. 6% tax)	
Total:	¥	



Early Bird Discount: 10 % on Raw space – for application until November 30, 2018!

2. We would like the following position for our stand (without legal claim):

4. Please list here all the exhibits/services you would like to present at BIOFACH CHINA:
English/Chinese

3. For raw space exhibitors

We agree to lay floor covering and erect our own **4.5m high stand partition walls** on all closed sides of our stand space. We will use **our own** stand material or appoint **our own** stand construction firm.

Please submit this application form together with Form C and D – Compliance with Admission Criteria!

We hereby confirm that we have received, taken notice and accept the General Conditions for Participation in Fairs and Exhibitions – International (GCP) and the Special Conditions for Participation in Fairs and Exhibitions – International (SCP) as binding.

We hereby agree that our transferred data can be stored, processed and used by NürnbergMesse China Co., Ltd. and their partner companies for purposes of performing the event and information (marketing). We have the right to withdraw this permission at any time without incurring costs other than the basic cost of transmitting this message.

This Application Form is the official contract which comes to be valid after signed, stamped and submitted by exhibitors (acceptance of form A, B, C, D and all conditions in "GCP" and "SCP"). The deposit of 30% of the participation fee is required to be paid within 15 days after submission. For withdraw or cancellation, please refer to Term 7 in "GCP".

Place and date _____

Company stamp and authorized signature of direct exhibitor _____

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We as the direct exhibitor wish to register the company stated below as co-exhibitor.
(See item 5 of the General Conditions for Participation in Fairs and Exhibitions - International)

Company name of direct exhibitor
(respectively name of the joint stand organizer)

Person to contact

Tel.

Fax

Street

E-mail

Postcode, Town, Country

Internet

Application for your co-exhibitor (max. 1 co-exhibitor per standard booth, please complete in detail or mark as applicable) and acceptance of the **Conditions of Participation**. The processing of your application can only begin once all the necessary documents have been submitted.

Attention: form C, D and the relevant certificates must also be submitted

If you have more than 1 co-exhibitor in your booth, please copy and use this form.

1. We as the direct exhibitor confirm that the co-exhibitor will be present with his own personnel and exhibits or services.

Company name of co-exhibitor

Person to contact of co-exhibitor

Proprietor/Manager

Tel.

Fax

Street

E-mail

Postcode, Town, Country

Correspondence address (only if different)

Tel.

Fax

(Company)

(Company)

E-mail

(Company)

Internet

2. Co-exhibitor Fee

We confirm to accept the co-exhibitor fee of 1,500 CNY (incl. 6 % tax) per co-exhibiting company which covers full listing in the show directory, website promotion and company name on fascia.

3. Please list here all the exhibits/services you would like to present at BIOFACH CHINA:

English/Chinese

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The stated company data and exhibits can already be recorded and published.

Place and date

Company stamp and authorized signature of direct exhibitor

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Exhibitor _____

Person to contact for queries _____

Date for returning: immediately

1. Compulsory alphabetical entry in Exhibition Guide (Please use an extra sheet for further entries.)

Company name: _____
(State in the form to be published in the Exhibition Guide)

2. Our products/services:

01 Fresh food

- 01.01 Fruit, vegetables, potatoes, mushrooms
- 01.02 Meat and sausages
- 01.03 Fish and seafood
- 01.04 Bread, baked products
- 01.05 Dairy products
- 01.06 Milk and meat substitutes
- 01.07 Cheese
- 01.08 Fresh convenience and delicatessen products
- 01.09 Eggs, other fresh products

02 Frozen food

- 02.01 Frozen convenience products
- 02.02 Meat
- 02.03 Fish and seafood
- 02.04 Baked products
- 02.05 Fruit, vegetables, herbs
- 02.06 Ice cream

03 Grocery products

Cooking and baking

- 03.01 Corn, pulses, other milled products
- 03.02 Bread, baked products, raising agents
- 03.03 Farinaceous products
- 03.04 Tomato products, prepared sauces
- 03.05 Spices, salt, ready-made products

- 03.06 Vinegars, seasonings
- 03.07 Olive oils
- 03.08 Other cooking oils
- 03.09 Convenience groceries, instant and semi-instant meals, tinned foods
- 03.10 Sweeteners

04 Grocery products

Snacks and sweets

- 04.01 Nuts, dried fruit
- 04.02 Chocolate
- 04.03 Sweet pastries, other confectionery
- 04.04 Savory biscuits, salted snacks

05 Grocery products

Drinks

- 05.01 Juices, soft drinks
- 05.02 Water
- 05.03 Tea
- 05.04 Coffee
- 05.05 Other hot drinks
- 05.06 Other non-alcoholic drinks
- 05.07 Wine
- 05.08 Beer
- 05.09 Other alcoholic drinks

06 Other grocery products

- 06.01 Cereals, mueslis
- 06.02 Sweet spreads, honey
- 06.03 Hearty spreads

- 06.04 Delicatessen, antipasti
- 06.05 Dietary food, baby food
- 06.06 Remedies
- 06.07 Food supplements
- 06.08 Other grocery products

07 Non-Food

- 07.01 Detergents, cleaning materials/agents
- 07.02 Natural cosmetics
- 07.03 Chemist articles
- 07.04 Textiles
- 07.05 Pet food
- 07.06 Seeds and plants
- 07.07 Household appliances/goods

08 Technology and Equipment

- 08.01 Packaging
- 08.02 Processing, finishing
- 08.03 Sales equipment

09 Raw materials, supplies

10 Media, service providers

- 10.01 Publishers, associations, institutions
- 10.02 Certification, inspection
- 10.03 Training, research
- 10.04 Other service providers

3. Special characteristics of our products:

- 11.01 Fair
- 11.02 Kosher
- 11.03 Halal
- 11.04 Vegetarian
- 11.05 Vegan
- 11.06 Gluten-free
- 11.07 Lactose-free
- 11.08 Raw
- 11.09 HoReCa
- 11.10 Regional connection of the most important component

4. We are

- 12.01 Manufacturer
- 12.02 Wholesaler
- 12.03 Importer/exporter
- 12.04 Service providers
- 12.05 Joint stand organizer

Please note that this information may be included in overviews. We accept all items of the enclosed Special and General Conditions for Participation and the Admission Criteria. **The stated company data and exhibits can already be recorded and published.**

Place and date _____

Company stamp and authorized signature of direct exhibitor _____

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Please send us the application documents **once only!**
 (Post or fax or e-mail)

Date for returning: immediately

Company name of exhibitor _____

Person to contact _____

Street _____

Postcode, Town, Country _____

Tel. _____ Fax _____

E-Mail _____

Internet _____

Please complete in full in block capitals or tick as appropriate.

We have exhibited at BIOFACH Nürnberg at the last time in 2018 2019

We confirm that we will show the same products at BIOFACH CHINA as in our last BIOFACH Nürnberg participation. All products that have not yet been shown at BIOFACH Nürnberg, need to be specifically reported to the organizer.

Products with organic certificate:

Our products are certified in accordance with an organic standard in the "IFOAM Family of Standards".

Please find more information regarding IFOAM Family of Standards under: www.ifoam.org/ifoam-family-standards

Our certification body is accredited

- to IFOAM
- to the Global Organic System (IOAS)
- to the national law of: _____

Our products from the wild originate from sustainable management in accordance with the directives of: _____

Our products are certified as organic by the following certification bodies:

! For admission criteria purposes the relevant certificates including annex must be submitted

Products without organic certificate:

Not all or none of our exhibits / services are certified to an organic standard

We request admission for the following products / product groups without organic certificate:

and confirm that our product

- are produced and processed to the latest technical standards in an environment-friendly way;
- are produced without the use of genetically modified organisms or substances produced or obtained from GMOs;
- have not been exposed to radioactive irradiation;
- do not contain any substances that are damaging to health or the environment and in particular that no ecologically critical materials have been used for the product or its packaging (halogen compounds, formaldehyde, Bakelite, PVC).

! For the purposes of admission criteria control, products must be individually declared, lists of ingredients and an explanation as to why the products are not certified must also be submitted.

Services:

We request admission for the following services:

For admission criteria purposes the following verification must be submitted in writing:

- The services are developed specifically for the organic market;
- The company has a special connection with the organic sector
- BIOFACH visitors are our company's primary target group

We are the **organizer of a joint stand** and do not exhibit any products / services.

We agree to have all certifications certificates and other proof available on the stand for the admission check. The exhibition management reserves the right in individual cases to reject registered firms or products submitted.

We hereby confirm the completeness and accuracy of the information given.

Place and date _____

Company stamp and authorized signature _____



In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions shall have priority over the GCP

1. Application

In order to take part at the exhibition, an applicant must fill out the official printed application form, provided by NürnbergMesse China Co., Ltd. (hereinafter referred to as "NMC"), complete it accurately, sign it in legally effective manner and return it to NMC. The applicant thereby accepts the GCP and SCP as binding. In addition the specific on-site regulations related to the trade show and venue - stipulated in the exhibitor manual - become also integral part of the contract. The application constitutes just a contractual offer to NMC and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation.

2. Admission / Stand space confirmation

The contract comes into force with the written admission by NMC. This is mechanically printed and signed and valid without written signature. The admission of applicants and listed exhibits is in any case at the sole discretion of NMC, especially, but not limited to, in accordance with the GCP and SCP and with the theme, aim and purpose of the event or exhibition. NMC may exclude such applicants from admission that haven't fulfilled their financial obligations towards NMC regarding previous events.

In the event of significant divergence between the content of the admission and the content of the application, the contract comes into force in accordance with the content of the admission, if the applicant does not object in writing within two (2) weeks of receipt. Applicants don't have a legal claim to admission, except that legal provisions provides for such a claim.

For materially justifiable reasons, especially, but not limited to, in the event of non-availability of sufficient stand space, NMC may exclude individual applicants or suppliers from participation and/or restrict the event to specific groups of applicants or suppliers if deemed necessary for attaining the aim and purpose of the event. NMC may also restrict the listed exhibits and effect alterations to the stand space requested by the applicant. Admission applies only to the listed exhibits, the exhibitors that are specified in the application and to the space stated therein. Other items than those listed and admitted cannot be exhibited. An exhibitor who has previously failed to settle his financial obligations to the NMC or settle them punctually may be excluded from admission.

3. Allotment of space

Allotment of space will be made in accordance with the theme and arrangement of the fair or exhibition concerned and subject to the space available. Sitting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space. NMC is entitled, if necessary, to alter the size, shape and position of the allotted space. NMC will notify applicants about the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. In case this entails an alteration in the stand rental, reimbursement or additional payment shall result correspondingly. Applicants may withdraw their application within one week of receipt of such notification; regarding this neither party may claim any compensation. Any alterations of the location of other stands at the beginning of the fair or exhibition since the admission do not constitute a legal claim of the applicants. Those may not exchange the allotted space among with another or transfer it to a third party, even if only in part, without the prior written consent of NMC.

4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions in individual cases are subject to the sole discretion of NMC. In the event several applicants wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with NMC.

5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (hereinafter referred to as „co-exhibitor“) requires a separate application and admission by NMC. Admission of one or more co-exhibitors is subject to a special fee and the prior written consent of NMC. Responsibility for ensuring, that co-exhibitors fulfill the same terms and conditions as the principal exhibitor shall rest with the principal exhibitor.

6. Stand rental fee, lien

Stand rental fees/participation fees and terms of payment are set out in the SCP and the application form. The allotted space may be occupied after full payment in due time. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. NMC is entitled to exercise its right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

7. Withdrawal of application, cancellation of part of stand space

In case the applicant withdraws his application, cancels part of the stand space or does not participate in the event, NMC is entitled to use the hired stand space or the cancelled part of the space for other purposes and relet to third parties. The applicant shall remain obliged to pay the following cancellation fees based on the value of the ordered stand rental fee as set out in clause 6. as a flat-rate compensation for expenses incurred by NMC on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event 50% of the stand rental fee
- up to 30 days before the start of the event 80% of the stand rental fee and
- less than 30 days before the start of the event the full amount of the stand rental fee.

This shall not apply if the applicant withdraw his application or cancel part of the stand space because of mandatory law. In case the applicant does not participate in the event because of absence and the rented stand space can not relet to third parties, the applicant is obliged to pay the full amount of the stand rental fee as set out in clause 6. NMC reserves the right in any case to claim further damages. The withdraw from the contract and/or the cancellation of part of the stand space by the applicant becomes effective with NMC's receipt of the written notice.

8. Cancellation of admission

NMC may cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied by the applicant in good time, i.e. at least 24 hours before the official opening of the event.
- The applicant fails to pay the stand rental fee at the agreed time in accordance with clause 6. and a period of grace granted by NMC lapsed without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered applicant or NMC receives knowledge of reasons which would have justified exclusion if they had been disclosed earlier.
- The applicant breaches NMC's site regulations.
- The admission is based on incorrect or incomplete statements by the applicant.

NMC reserves the right to assert claims for damages in such cases. The applicant has no entitlement to claim damages.

9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the applicant must pay charges if he withdraws from the contract regarding rental exhibition stand and/or other services ordered by the applicant or does not exhibit. NMC also reserves the right to assert claims for damages. If the applicant cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before the start of the event 25%
- 14 days to 1 day before start of assembly (see SCP) of the event 80%
- the full amount is payable upon the start of the assembly period.

The applicant retains the right to prove that the requested compensation for costs incurred is too high or that NMC has sustained no loss. The withdraw from the contract by the applicant becomes effective with NMC's receipt of the written notice.

10. Exclusion of exhibits

Items not included in the admission document cannot be exhibited. NMC has the right to demand to remove exhibits that are not approved in the admission document and also such exhibits, that or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. In case the applicant does not comply with such demand, the said items may be removed by NMC at the expense of the applicant. In case a violation of industrial property rights by an applicant is proved (e.g. based on a valid court ruling against the applicant), NMC may exclude the applicant from participating in subsequent events.

11. Stand assembly, equipment and design

Stands must conform to the overall layout of the exhibition. NMC reserves the right to forbid the erection of stands which are in this respect unsuitable or inadequate or to alter them at the applicant's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of applicants must be clearly displayed on the stands. In case of discrepancies, the SCP prevail over the General Conditions for Participation. The prior approval of NMC is needed if stand constructions exceed the specified height limits for

stands. Prior consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the event, basic items, insofar as these have been provided by NMC, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the applicant. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the applicant's own expense.

12. Force majeure, cancellation of event

In case NMC is prevented from holding the event for reasons of force majeure or other circumstances beyond its control, a immediately notification of the applicants is required by NMC. Basically the claim to stand rental is voided, but NMC may charge the applicant for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the applicant. Should NMC be in a position to carry out the event at a later date, it is likewise required to notify the applicants to this effect without delay. Applicants are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental. In case NMC is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond its control after it has commenced, the applicant has no claim to any refund or cancellation of the stand rental.

13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the applicant, if applicable. The validity of these passes is limited solely to the assembly and dismantling periods and does not cover admission during the event. A limited number of free exhibitor passes will be issued to applicants and their employees for the period of the event. These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn. The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.

14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the applicant for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the admission document. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of NMC. Advertising outside the stand space rented by the applicant is only possible as part of the advertising and sponsoring measures offered by NMC. Advertising of a political nature is forbidden. NMC shall be entitled to prohibit and remove advertising that does not comply with this clause at the expense of the applicant.

15. Photographs, drawings, films

NMC may have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands, each for use in advertisement, publicity and press releases or purposes. The right of the applicant to object is excluded for any reason. This also applies to photographs produced directly by the press or television with the consent of NMC. For photographs of stands against payment, applicants shall solely employ photographers with relevant permission authorized by NMC. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Applicants are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.

16. Direct selling

Direct selling is not allowed unless expressly permitted by the exhibitor manual, in which case objects for sale must be marked clearly with their prices. Applicants are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

17. Cleaning

NMC is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of applicants and must be completed daily before the opening of the event. Applicants have to use the service contractor engaged by NMC for stand cleaning.

18. Supervision

NMC will arrange general supervision in the exhibition center. This shall not affect the liability provisions of clause 19. Applicants are strongly recommended to make their own arrangements for the security of their stands and exhibition items and to effect appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the applicant's own expense by using the service contractor engaged by NMC.

19. Liability, insurance, accident prevention

The applicant is also solely responsible and liable for compliance with the GCP and Special Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "SCP") of assistants or persons employed by him at the event. NMC bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health. In all other cases NMC shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the applicant can expect to be regularly fulfilled;
- if NMC is legally obliged to take out liability insurance cover or this is usually the case;
- if NMC has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, NMC is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100.000,00 for each case of damage. The liability limitation applies only to an entrepreneur in terms of § 14 of the German Civil Code, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of NMC's performing and vicarious agents.

The principal exhibitor is liable for any debts and negligence of his co-exhibitors and their employees or assistants as well as for his own debts and negligence and those of his employees or assistants. Referring to this both, the principal exhibitor and the co-exhibitor, shall be jointly and severally liable debtors of NMC.

The principal exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment. The applicant is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. NMC is entitled to prohibit the exhibition or operation of machinery and/or equipment at its discretion.

20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the applicant. A six-months period of protection from the beginning of an exhibition by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see Special Conditions for Participation, Exhibition priority).

21. Site regulations, contraventions

Applicants agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of NMC's employees, who possess official identity cards, must be complied with. Contraventions of the General and Special Conditions for Participation or instructions within the framework of the site regulations shall entitle NMC, if such contraventions continue after warning, to immediate closure of the stand at the applicant's own risk and expense and without claim to compensation.

22. Place of fulfilment and jurisdiction

The place of fulfilment is Nuremberg, Germany. The same applies to the place of jurisdiction when the applicant is an entrepreneur in terms of § 14 of the German Civil Code or a juristic person under public law or does not have a general inland place of jurisdiction. NMC is also entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

23. Data protection

Personal data are collected, processed and used by NMC and, if applicable, by service partners in accordance with the provisions of the German Federal Data Protection Act and other relevant data protection regulations for the purpose of providing support and information for customers and potential customers and for handling the services offered.

24. Consent to the use of data

The exhibitor consents to the storage, processing and use of his data transferred with the application form (company name, address, telephone/fax number and e-mail address) by NMC and, if applicable, by service partners for events and information purposes (advertising). This consent may be cancelled by notifying NMC at any time without incurring additional costs other than the usual transmission costs at the basic rates.

25. Severability clause

If any provisions of these Conditions for Participation are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

Special Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „SCP“)



1. Contract Partner

NürnbergMesse China Co., Ltd.
Rm. 3507-3510 Kerry Everbright City (Tower 1)
No.218 West Tianmu Rd.
200070 Shanghai, P.R.China
Tel: +86 21.6036-1200
Fax: +86 21.5228-4011
www.nm-china.com.cn
Managing Director: Mr. Darren Guo
(hereinafter referred to as "NMC")

NMC acts either as the organizer or the co-organizer of the trade shows or exhibitions that are held in P.R.China. Companies intending to participate in the event are hereinafter referred to as "Applicant".

2. Contractual terms

The terms for participation in any Trade Fair organised or co-organised by NMC in any venue which is not located in the Federal Republic of Germany consist of the General Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "GCP"), the SCP, the exhibitor manual provided by NMC and all technical conditions notified to the applicant before the exhibition begins. If NMC provides additional exhibition services through service partners, the general terms of business of the respective partner shall prevail over these SCP in case of discrepancies.

3. Venue, duration, opening hours

The exact address of the venue, exhibition show dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the applicant in the exhibitor manual.

4. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

5. Fees

The participation fees for rental of exhibition space (stand rental fees) are binding as stipulated on the application form. NMC reserves the right to charge prime locations, surcharges for open sides of the stands, registration fees or charges per registered co-exhibiting company. In these cases these charge are clearly stipulated on the application form. Organiser reserves the right to apply a minimum of net space to be ordered by each exhibiting company.

Participation Fees and other charges may be invoiced EUR or locally applied currency. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of exhibition venue.

6. Complete rental stand

For the trade shows NMC can offer complete rental stands as specified in the application form. NMC is responsible for assembling and dismantling these complete rental stands. The complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way. The applicant is liable for damage done during the rental period and will be charged with the costs.

7. Payment conditions

Invoices are payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without charges, quoting invoice number.

If the applicant enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the applicant from his obligation to pay. For subsequent changes to the invoice address for which the applicant is responsible, NMC may charge a processing fee of RMB 50 plus VAT at the statutory rate¹.

The applicant is not entitled to convert at his own initiative the invoiced amount into any other currency for bank transfer. If for any reason, a conversion into another currency becomes necessary, the applicant shall contact NMC who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The applicant is to provide proof of payment.

8. Insurance

Applicants are obliged to make their own adequate insurance arrangements. Insurance for applicants (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by NMC

9. Exhibitor Manual

NMC may provide to the applicant an exhibitor manual with all technical, organisational and venue information as well as order forms for obligatory and optional services. The manual and the service forms may be provided in hard copy, electronic version or download from the internet. The applicant must carefully read the manual. Rules, regulations and deadlines mentioned in the exhibitor manual are binding for all applicants.

10. Stand design

The applicant is responsible for stand equipment and decoration. The applicant agrees to erect a minimum of 2.50 metres high stand partition walls on all closed sides of the stand space and to lay floor carpeting. The hall walls or backsides of neighbouring stands are not to be used.

As a general guideline stands exceeding the height of 4.50 m require the approval of NMC. The maximum stand height has to be observed according to the specification of the venue. Details given in the exhibitor manual are binding.

If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. NMC reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper.

After the exhibition, wallpaper or other finishing material must be removed by the applicants, otherwise applicants will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The applicant is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times.

Floor coverings in the stands are only to be fixed with double-sided adhesive tape (tapes shall be equivalent to tesafix no. 4964).

The applicant agrees to comply with these conditions. Non-compliance may result in claims for damages by NMC or the neighbouring exhibitors affected.

11. Co-exhibitors

Co-exhibitors are companies who appear on the applicant's (= direct exhibitor's) stand and present their own products with their own personnel. All products of co-exhibitors must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Co-exhibitors are only admissible if they fulfil the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the applicant. Co-exhibitors will only be fully listed in the official show directory when full payment of co-exhibitors fees / catalogue registration fees has been fully paid. If a co-exhibitor fee / catalogue registration fee applies for the exhibition, NMC will invoice these to the direct exhibitor. NMC reserves the right to limit the number of co-exhibitors per booked stand.

12. Represented companies

A company displaying products on a stand which is booked by another company and not being present with their own personnel is called a represented company. The direct exhibitor is obliged to notify NMC of all company names and countries of represented companies on the stand. All products of represented companies must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Company details of represented company are not fully listed in the show directory. NMC reserves the right to limit the number of represented companies per booked stand.

13. Country entry regulations

All applicants and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations of the host country of the exhibition.

The refusal of entry or refusal of visa does not constitute a reason for an extraordinary notice of cancellation. Cancellation thereof are governed by clauses 7 and 9 of the GCP.

14. Exhibitor claims, written form, place of fulfillment, jurisdiction

All applicant claims against NMC must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail.

Place of fulfillment and jurisdiction is Nuremberg, Germany. However, NMC reserves the right to bring his claims before the court of the place at which the applicant has his place of business.