

Shanghai New International Expo Center
June 13 - 15, 2024

BIOFACH CHINA

into organic

Please return to
NürnbergMesse China Co., Ltd.
Rm. 3507-3510 Kerry Everbright City (Tower 1)
No.218 West Tianmu Road,
200070 Shanghai, P.R.China

Please send us the
application documents **once only!**
E-mail:
bfc@nm-china.com.cn

Date for returning: immediately

Closing date: April 30, 2024

(After April 30, 2024, we can no longer guarantee acceptance of application)

Company name of direct exhibitor

Proprietor/Manager

Street

Postcode, Town, Country

Tel. (Company)

E-mail (Company)

Internet

Person to contact

Tel.

E-mail

Correspondence address*

Invoice address/Authorized recipient* incl. e-mail
(see item 2 of the Terms&Conditions for Participation - International)

*only if different

Company name for compulsory alphabetical entry in Exhibition Guide and on the exhibitor and product database on www.biofach-china.com

Company name (State in the form to be published in the Exhibition Guide and on the exhibitor and product database! Max. 50 characters):

Application as direct exhibitor (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

1. We order stand space in exhibition halls:

Standard Booth: BIOFACH Pavilion booth 9 sqm (3m x 3m)

All options include the stand construction, rental equipment, listing in the show directory, online catalogue, 3 badges per standard booth size and one admission ticket to attend the conference.

- | | | | |
|--------------------------|---|--|--------------------------|
| <input type="checkbox"/> |  | Inline stand (1 side open; 9 m ²) | RMB 22,800*/ 9sqm |
| <input type="checkbox"/> |  | Corner stand (2 sides open; 9 m ²) | RMB 23,800*/ 9sqm |
| <input type="checkbox"/> |  | Peninsula stand (3 sides open; 18 m ²) | RMB 24,800*/ 9sqm |

Raw Space: RMB 1,800*/ sqm (min. 18 m²)

Raw space does not include any stand construction; exhibitors have to furnish standard height walls with 4.4 meter and a floor covering. It is not allowed to use partition walls of adjacent.

Front _____ m² Depth _____ m² Area _____ m²

2. We would like the same stand position as at BIOFACH CHINA 2023 (without legal claim)
 We would like the following position for our stand (without legal claim):

3. For raw space exhibitors.

We agree to lay **floor covering**, erect our own **4.4 m high stand partition walls** on all closed sides of our stand space. We will use **our own** stand building material or appoint **our own** stand construction firm for the stand design.

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

English/Chinese:



**Booth Fee Early Bird Discount:
10 % – for application until December 31, 2023!**

*Based on the tax regulations in the event country, the services in connection with the event are to be taxed at 6%.

We have taken note of the attached Terms and Conditions for Participation incl. the information on data protection and the admission criteria and we accept them on all points. **The stated company data and exhibits can already be recorded and published.**

We can object to the use of our data by NürnbergMesse China Co.,Ltd for advertising purposes at any time. Further information on data protection, in particular on exercising our rights as a data subject and on contact details, can be found at: <https://www.nuernbergmesse.de/en/dataprotection>.

Place and date

Company stamp and authorized signature of direct exhibitor

Application for your co-exhibitor

B

Shanghai, New International Expo Center
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We as the direct exhibitor wish to register the company stated below as co-exhibitor.
(see item 5 of the Terms & Conditions for Participation)

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

Person to contact

Street

Postcode, Town, Country

Date for returning: immediately

Closing date: April 30, 2024

(After April 30, 2024, we can no longer guarantee acceptance of application)

Tel.

E-mail

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 for 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.

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, Online Catalogue and company name on fascia.

Company name of co-exhibitor

Proprietor/Manager

Street

Postcode, Town, Country

Tel. (Company)

E-mail (Company)

Internet

Person to contact of co-exhibitor

Tel.

E-mail

Correspondence address*

* only if different

Company name for compulsory alphabetical entry in Exhibition Guide and on the exhibitor and product database on www.biofach-china.com

Company name (State in the form to be published in the Exhibition Guide and on the exhibitor and product database! Max. 50 characters):

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

English/Chinese

Please note that the direct exhibitor is responsible for ensuring that its co-exhibitor complies with the Terms and Conditions for Participation.

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Exhibitor _____

Person to contact for queries _____

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Date for returning: immediately

1. 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 substitutes
- 01.07 Meat substitutes
- 01.08 Cheese
- 01.09 Fresh convenience and delicatessen products
- 01.10 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 and organic 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 services

2. 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 Regional connection of the most important component
- 11.10 CO2-Neutral

3. We are:

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

4. We deliver directly:

- 13.01 the organic wholesale trade
- 13.02 the organic retailers
- 13.03 the health stores
- 13.04 the independent retail trade
- 13.05 the food wholesale trade (not exclusively organic)
- 13.06 HoReCa – Wholesale trade
- 13.07 HoReCa

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Company name of exhibitor

Tel.

Person to contact

E-Mail

Street

Internet

Postcode, Town, Country

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

We have exhibited at BIOFACH Nürnberg at the last time in 2023 2024

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

Products with organic certificate:

Our products are certified according to the following organic standard of the IFOAM *Family of Standards* (www.ifoam.org/ifoam-family-standards):

Our products from wild collection or wild fisheries originate from sustainable cultivation or sustainable fishing and fulfil the following standard:

Our products are certified by an accredited control body with the following code number / name:

Our certification body is accredited to IFOAM



For the examination of admission of your exhibits, please submit the relevant certificates (including possible annex or trading schedule).

Products without organic certificate:

(PLEASE NOTE: Only products that cannot be certified as organic should be listed in this column.)

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 products

- 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 examination of admission, products must be declared individually, lists of ingredients and an explanation as to why the products are not certified must be submitted.

Services without organic certificate:

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 connection with the organic sector;
- BIOFACH visitors are 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 certification documents and other proof available at your stand for on-site product examination during the fair. The exhibition management reserves the right to - in individual cases - reject registered firms or submitted products. We hereby confirm the completeness and accuracy of the information given.

Place and date

Company stamp and authorized signature

Terms & Conditions for Participation

1. Entire Contract

- 1.1 The Exhibitor Application Form filed by the Exhibitor and the Terms & Conditions for Participation and other applicable regulations, rules and policies of the exhibition hall constitute the entire Contract for Participation between the Exhibitor and the Organizer.
- 1.2 Unless signed by the representatives of the Organizer and the Exhibitor, any revisions, changes or waiver of any provisions and stipulations herein shall not have any legal force.

2. Application of Participation & Acceptance

- 2.1 All the participation application shall be made by the Exhibitor through the submission of application for participation. The Exhibitor's application for participation shall be subject to the Exhibitor's application form and the Terms & Conditions for Participation. The Terms & Conditions for Participation including this Terms & Conditions for Participation and its Appendix (if any). The submission of application form by the Exhibitor shall be deemed as having made the participation request and fully accepting all the provisions of the Terms & Conditions of Participation and its Appendix (if any).
- 2.2 Unless otherwise decided by the Organizer in writing, all the enterprises, organizations or individuals intending to participate shall submit the signed application form to the Organizer before April 30, 2024.
- 2.3 The Exhibitor shall be an enterprise that has been incorporated in mainland China or other countries or regions outside mainland China in accordance with applicable laws, and shall provide the copy of its certificate of incorporation or other valid documents of certification.
- 2.4 The Exhibitor's submission of the application of participation and the Organizer's confirmation of receiving such application shall not constitute the Organizer's approval of application or consent of using the corresponding stand by the Exhibitor. The Organizer reserves the right to refuse to allow any Exhibitor to participate in the exhibition, or to restrict any Exhibitor to attend the event for the purpose of ensuring the effect of the exhibition due to the consideration of the venue, especially when there are not enough available booths.

3. Exhibits

- 3.1 All exhibits of the Exhibitor shall belong to the category checked by the Exhibitor in the application form, otherwise they shall not be displayed publicly in the exhibition. If the exhibits to be exhibited are beyond the scope of the classified list of exhibits in the application form for exhibition approval, the exhibitor shall, within 5 working days after submitting the application for exhibition to the Organizer, make explanations in writing to the Organizer and obtain the permission of the Organizer; otherwise, the exhibits shall not be displayed publicly in the exhibition.
- 3.2 The Exhibitor shall be the manufacturer or distributor of its exhibits who shall have intellectual property rights in all their exhibits (including without limitation, the owner of the intellectual property rights or acquired the right to use intellectual property by lawful and effective authorization), and shall provide the Organizer with authentic documents of certification relation thereto.
- 3.3 The Organizer is entitled to demand the removal of items which have not been listed in the application form or considered by the Organizer to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of intellectual property rights. If this demand is not complied with, the said items will be removed by the Organizer at the expense of the Exhibitor.

4. Allotment of Space

- 4.1 Allotment of space will be made by the Organizer in accordance with the theme and arrangement of the event concerned and subject to the space available, and order of receipt of applications will be one of the deciding factor for allotment of space. Sitting requests made in the application form will be considered as far as possible.
- 4.2 The Organizer is entitled, if necessary, to alter the size, shape and position of the allotted space with written notification to the Exhibitor at least one week before the opening of the event. If this entails an alteration in the stand rental, reimbursement or additional payment shall result.
- 4.3 Without the prior written consent of the Organizer, the Exhibitor shall not move, exchange or share its stand with any third party, or transfer part or all of its stand to third party (other than the co-exhibitor approved by the Organizer). Except for the specific space of stand the Organizer assigns to the Exhibitor leased by Exhibitors under the application for participation, the Exhibitor shall not take up any other space (including passageway, other stand not used and public space) within in the exhibition hall.

5. Co-exhibitors

- 5.1 In principle, each booth of the Exhibition shall only be used by on Exhibitor who has signed the Contract for Participation. If any individual or unit other than the Exhibitor lease a booth together with other co-exhibitors, it shall make special application with the Organizer and obtain the approval of the Organizer. The position, shape and size of such booth shall be designated by the Organizer.
- 5.2 Co-exhibitors shall abide by the provisions of the Terms & Conditions for Participation. The Exhibitor shall be jointly and severally liable for the performance of the co-exhibitors.

6. Payment

- 6.1 Initial payment of the Participation Fee: the Exhibitor shall pay 50% of the Total Participation Fee within 10 days after submission of application for participation. The Organizer will not provide invoices separately for the advance payment.
- 6.2 Residual payment of the Participation Fee: The Exhibitor shall pay the remaining amount of the Total Participation Fee before April 30, 2024.
- 6.3 The Exhibitor shall pay the Total Participation Fee in full within 10 days after submitting the application form if the date of submitting is less than or equal to 90 days but more than 60 days from the date of opening.
The Exhibitor shall pay the Total Participation Fee in full within 3 days after submitting the application form if the date of submitting is less than or equal to 60 days from the date of opening.
- 6.4 The co-exhibitor shall pay the Total Participation Fee in full within 10 days after submitting the application form or before the date of opening, whichever comes earlier.
- 6.5 The applicant or Exhibitor will receive the confirmation notice of the list of other expenses (for example, booth set-up services, promotion materials) from the Organizer, and shall make the foregoing payment within the designated period provided by the notice.
- 6.6 The Exhibition shall pay for the Total Participation Fee and other fees subject to this Article. The Exhibitor may participate into the exhibition and use the booth only after it has made full payment of the Total Participation Fee and other fees.
- 6.7 In the event that the Exhibitor delays to pay any fees hereunder, and fails to pay in

full 10 days after receiving demand, then

6.7.1 The Organizer shall have the right to terminate the Contract of Participation, revoke the Exhibitor's admission permit and sublet the booth to another exhibitor, and confiscate the deposit paid by the Exhibitor; and

6.7.2 The Organizer shall reserve the right to recover all the fees payable from the Exhibitor and the losses and damages, include actual losses and expected losses, incurred to the Organizer.

7. Termination of Contract

- 7.1 In the event that the Exhibit expresses its termination of participation, it shall be deemed as termination of Contract, no matter whether it has the right to terminate the Contract, the Organizer shall have the right to take the following actions:

7.1.1 Request the Exhibitor to bear the liability in accordance with the provisions of Article 7.3 and Article 7.4;

7.1.2 Notify the Exhibitor in writing the termination of the Contract of Participation;

7.1.3 Re-rent or use by itself the space of the booth confirmed to the Exhibitor; and

7.1.4 Recover all the losses and damages, including actual losses and expected losses, incurred to the Organizer from the Exhibitor.

- 7.2 The Organizer shall have the right to terminate the Contract of Participation immediately by written notice in the event the below situation incurs, request the Exhibitor to bear the liability in accordance with the provisions of Article 7.3 and Article 7.4, re-rent or use by itself the space of the booth and reserve the right to recover its losses and damages, including actual losses and expected losses, incurred to the Organizer from the Exhibitor:

7.2.1 Exhibitor still did not enter into the hall for booth set-up before 3 p.m. on the last day of the set-up period;

7.2.2 Exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the Organizer to lapse without result;

7.2.3 Exhibitor fails to perform or fully perform the provisions in the Contract of Participation; or

7.2.4 The Exhibitors' conditions are not in conformity with the exhibition regulations

- 7.3 For the above reasons provided in this Article, in the event that the Contract of Participation is terminated when there is more than 3 months prior to the start of the exhibition, the Exhibitor shall pay 50% of the Total Participation Fee to the Organizer as liquidated damages (if the Exhibitor has made such payment to the Organizer in advance, then the Organizer shall directly confiscate such payment);

- 7.4 For the above reasons provided in this Article, in the event that the Contract of Participation is terminated when there is no more than 3 months (including 3 months) prior to the start of the exhibition, the Exhibitor shall pay the Total Participation Fee to the Organizer as liquidated damages (if the Exhibitor has made such payment to the Organizer in advance, then the Organizer shall directly confiscate such payment).

8. Modification

- 8.1 The Organizer reserves the right to cancel, postpone or relocate the exhibition, to shorten or lengthen the exhibition for technical, official or other in the opinion of the Organizer compelling reasons. A withdrawal from the contract resulting from these actions will not be accepted.
- 8.2 The Organizer reserves the right to assign to the Exhibitor another space or to modify and reduce the size of the space for technical, official or other in the opinion of the Organizer compelling reasons. A withdrawal from the contract resulting from these actions will not be accepted.
- 8.3 The provisions of this Article 8 shall not be bound by the force majeure provisions of this Terms & Conditions for Participation.

9. Exemption Clauses and Force Majeure

- 9.1 If the force majeure event occurs during the performance of the Contract for Participation (which are unforeseeable, unavoidable and insurmountable factors, including but not limited to fire, flood, earthquake or other natural disaster, disease, war, riots, act of public enemy, terrorism, public behavior, changes in government policy or legal power, power off at the exhibition hall or venue or cannot be able to be used normally not due to the sponsor's reason), by the force majeure event party shall immediately notify the other party and all proper measures should be taken to minimize such incidents of damage degree, under the premise, the party suffering a force majeure event shall be exempted from liability for breach of contract and damages caused by the force majeure event.
- 9.2 If the Organizer is unable to hold the exhibition activities as scheduled due to the above force majeure factors, it shall immediately notify the Exhibitors. If the Organizer is able to hold the exhibition at a later stage or in other places, the Organizer shall immediately notify the Exhibitors. The Exhibitor has the right to confirm in writing whether to continue or cancel the participation within 14 days after receiving the notice of change of the exhibition time or venue. If the Exhibitor still intends to participate in the exhibition, the Exhibitor shall still pay the full participation fee to the Organizer. If the Exhibitor is unable to attend the exhibition due to force majeure, the paid participation fee will not be refunded and in principle can be extended to the next exhibition. If the Exhibitor fails to pay the participation fee or perform other obligations in accordance with the Contract of Participation before the occurrence of the force majeure event, the force majeure shall not be used as an exemption of liability to the breaching party.
- 9.3 If the force majeure factors led to the suspension or failure of holding the exhibition, or make any changes, or cause personal or property risk, the Organizers shall not bear any liability for compensation for any losses, damages or injury, no matter how the losses, damages or injury occurs, or whom involved; in addition, after the opening of the exhibition, if the Organizer were forced to shorten or cancel the event due to force majeure, the Exhibitors shall not require any fees paid or refunded.
- 9.4 In the event that any third party suffers any such loss, damage or injury as a result of Exhibitor's failure to participate, neglect or failure to perform Exhibitor's duties, or as a result of its employees, waiters, agents, contractors or the person of the invitation, Exhibitor shall ensure that the Organizer is not liable for such loss, damage or injury.
- 9.5 Under no circumstances shall the Organizer be liable for any damage, theft or loss of property, articles or exhibits caused by the Exhibitor or persons associated with the Exhibitor. The Exhibitor shall be fully liable for any losses suffered by the Organizer or its employees, agents and management personnel caused therefrom.

10. Set-up of Booth and Installation of Equipment

- 10.1 The Exhibitor must abide by the set-up time specified by the Organizer.
- 10.2 The design and construction of the booth must conform to the Organizer's overall layout of the exhibition. The Organizer reserves the right to prohibit improper booth construction and to supervise the modification of the booth at the expense of the

- Exhibitor as required by the Organizer.
- 10.3 During the exhibition, all equipment at the booth shall be set up and installed by qualified professionals at the specified time. Exhibitors who design and build their own booths may contact a third party other than the designated contractor to provide booth furniture, decoration, maintenance and infrastructure services if they need additional services. Exhibitors should fill in and submit the "Commitment letter of Construction Safety for Exhibitors on Bare land" no matter in which form they set up a booth.
- 10.4 The Exhibitor shall at all times abide by the relevant laws of the People's Republic of China and the relevant regulations of the exhibition hall in the process of setting up the booth, and shall ensure that all the construction work and mechanical work in the process of setting up the booth shall comply with the above regulations. In the process of booth construction, Exhibitors are not allowed to connect water, electricity and gas without authorization. At the same time, the booth constructed by the Exhibitor shall not affect the display effect of the surrounding exhibitors. If the surrounding exhibitors make reasonable requirements, the Exhibitor shall be obliged to make adjustments or modifications to its booth construction. At the same time, Exhibitor should do its booth cleaning during the exhibition, keep the booth clean and tidy. All bare land exhibitors/builders shall pay the construction management fee to the main builder during the exhibition arrangement.
- 10.5 The booth construction shall not damage any part of the exhibition hall; In case of such damages, the Exhibitor shall be responsible for compensation to the exhibition hall and the relevant third party.
- 11. Exhibits Transportation**
- 11.1 The Exhibitor shall be responsible for the cost of transporting its exhibits to the exhibition hall.
- 11.2 The Exhibitor shall submit the list of the name and quantity of the exhibits to the Organizer or to the transportation service supplier it designates at least ten days before the opening of the exhibition.
- 11.3 Before the exhibition ends, the Exhibitor shall not remove any of its exhibits outside the exhibition hall.
- 11.4 For damages of any part of the exhibition hall caused by the transportation or removal of the exhibits, the Exhibitor shall be responsible for the compensation to the exhibition hall and related third parties.
- 11.5 The transportation and removal of the exhibits within the exhibition hall shall be carried out by the service supplier designated by the Organizer.
- 12. Personnel Allocation**
- 12.1 The Exhibitor who is permitted to attend the exhibition shall be obliged to attend the exhibition. During the opening hours of the exhibition, the Exhibitor shall ensure that the booth is always properly staffed.
- 12.2 The Organizer shall make a badge for the Exhibitor. Exhibitor badge shall be valid during the assembly, dismantling and exhibition period of the exhibition. Each Exhibitor will get badges for free, depending on the size of the booth and the number of staff. Exhibitors ordering 9m² booth can get 3 badges free of charge, and each additional 9m² booth can get 3 badge free of charge. Exhibitors can get up to 12 badges for free.
- 13. Dismantling**
- 13.1 The Exhibitor must abide by the dismantling time specified by the Organizer.
- 13.2 After the end of the exhibition, the Exhibitor shall properly clean its booth, remove the materials used for assembling the booth or exhibiting within the time specified by the Organizer, restore the booth to its original state and return it to the Organizer.
- 13.3 At the end of the exhibition, the Exhibitor must return the basic items provided by the Organizer to ensure that they are not damaged and remain in their original condition. Any damages caused by negligence or failure report to the Organizer immediately upon occurrence shall be the responsibility of the Exhibitor. For exhibits that remain in the booth beyond the permitted period for the dismantling of the booth, the Exhibitor shall pay for their own removal, storage and transportation.
- 13.4 The Exhibitor has no right to remove the exhibits or remove the stands before the end of the exhibition. If the Exhibitor withdraws or removes the exhibits in advance, the Organizer shall have the right to impose a fine of RMB 1,000 on the Exhibitor or cancel the Exhibitor's qualification to participate in the exhibition next year, in addition to the contents stipulated in Article 7.1 of this Terms and Conditions for Participation.
- 14. Control of Acoustic Noise**
- The volume of the sound broadcasted or produced by the Exhibitor within the exhibition hall shall not exceed 70 decibel (below 90 decibel within the machine display area) to ensure the exhibition will be conducted in a professional and undisturbed atmosphere. In case that the Exhibitor refuses to comply with the stipulation of this clause, the Organizer shall reserve the right to take corresponding measures.
- 15. Photography, Picture and Video**
- 15.1 Only individuals authorized by the Organizer and possessing a valid badge may take photographs, draw copies or make videos in the exhibition hall. Under no circumstance shall photographs or other images or video recordings be made based on the exhibits displayed in other Exhibitors' booths. In case of violation of the terms and conditions, the Organizer may require such individual/Exhibitor to turn in the recorded material and may pursue the matter by further legal action.
- 15.2 Where photographing the booth out of the normal opening time is needed with special lighting being used, prior consent of the Organizer shall be obtained and the major surrounding circuit shall be opened by the electrician of the exhibition hall. The Exhibitor shall bear the cost.
- 15.3 The Organizer shall have the right to make photos, pictures, movies and videos in accordance with the exhibits on the exhibition, and shall have the right to use them in advertisement promotion or general media publication. The copyright of such works shall be the property of the Organizer.
- 16. Advertising**
- 16.1 Advertising of all kinds is allowed only within the stand space rented by the Exhibitor for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the application form and admitted.
- 16.2 The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the Organizer.
- 16.3 Exhibitors are prohibited from broadcasting or recording any advertisements of a political nature and from conducting competitive promotional activities.
- 17. Liability, insurance and accident prevention**
- 17.1 Where any consequence arises from the conduct or negligence of the Exhibitor or its co-exhibitor, representatives, staffs, agencies, contractors or the audience participating into the exhibition, the Exhibitor shall ensure that the Organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents will not incur any loss therefrom. In case that the aforesaid personnel bear any expenses, responsibilities, losses or are sued or claimed against, the Exhibitor shall bear the full liability.
- 17.2 In order to ensure that the Exhibition goes smoothly and safety, all exhibitors and builders shall purchase the third party liability insurance, and related insurance for staff at the exhibition and the exhibits. Where the Organizer makes requests, the Exhibitor shall provide the Organizer certification of being fully insured. In any event, the Organizer shall not be held liable for any loss (including but not limited to the profit loss incurred by the Exhibitor) caused by elements out of its control, even if such elements have caused 1) the failure of construction, set-up, completion, renovation or withdrawal at the exhibition venue; 2) full or partial cancellation or change of the exhibition; or 3) full or partial changes to the Contract for Participation.
- 17.3 The Exhibitor and its builder shall operate strictly in conformity to the operation, and use stipulation of the exhibition hall, and consciously obey the check and supervision of the decoration process by relevant staffs and strictly comply with the safety and fireproofing management system during the construction period. In case of breach resulting in damages to the exhibition or any third party, the Exhibitor shall bear the full liability.
- 17.4 During the term hereof, the Exhibitor shall be fully liable for the safety of its exhibits, stand, furniture and equipment. The Organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents shall not bear any liability for personal or property losses arising therefrom.
- 17.5 As for third party service units recommended or designated by the Organizer for the Exhibitor, the Exhibitor may execute relevant service contract with such service units at its discretion. Where the Exhibitor's participation is affected for reasons of such service units, the Exhibitor may settle the dispute in accordance with the provision of the service contract, provided, however, that any economic dispute or liability between the Exhibitor and such service units does not involve the Organizer.
- 18. Damage to the Exhibition Hall**
- 18.1 The Exhibitor shall perform due diligence at its best effort for the exhibition hall or all the decoration, equipment or other property within the exhibition hall, and shall ensure that no damage will be made to such property.
- 18.2 Where the exhibition or its property incurs any damage due to the act or negligence of the Exhibitor or its co-exhibitor, representatives, staffs, agencies, contractors and other individuals using the exhibition hall for the Exhibitor's reason, the Exhibitor shall be responsible for the restoration and make compensation.
- 18.3 Upon the request of the Organizer, the Exhibitor shall arrange insurance for the relevant property within the exhibition hall, and submit the related insurance policy to the Organizer or the checking service supplier of the insurance documents designated by the Organizer.
- 19. Intellectual Property**
- 19.1 In case that intellectual property dispute occurs during the exhibition, the Organizer shall notify relevant department and handle it in strict compliance with the provisions of the applicable regulations of the State.
- 19.2 The Exhibitor shall respect the intellectual property of other exhibitors or enterprises within the industry. In case that court judgments or decisions of the administrative department of intellectual property evidence that one exhibitor's exhibits, printed documents, promotional materials or other items have infringed the intellectual property of another exhibitor, the Organizer shall have right to remove such exhibits, printed documents, promotional materials giving rise to infringement out of the exhibition, and shall have the right to confiscate such objects until the exhibition ends, close the stand of the infringing exhibitor, and/or expel such exhibitor and its staffs out of the exhibition venue although it has no obligation to do so. The Organizer shall also have the right to exclude the infringing exhibitor from participating exhibitions in the future. In case such measures are proved to be unfair, the Exhibitor shall not make compensation request towards the Organizer.
- 19.3 Once submitting the application for participation, the Exhibitor shall be deemed as having committed that all its exhibits and the packages thereof do not infringe the intellectual property of others. Once any commodity or service displayed or provided by the Exhibitor, or its conduct such as promotion is proved to constitute infringement of the intellectual property of any third party, the Exhibitor commits to remove related items from its booth immediately.
- 19.4 The Organizer shall not have to prove the adequacy of decisions and conducts it makes towards the Exhibitor. The Exhibitor agrees to respect any decision or conduct of the Organizer. The Exhibitor shall not have the right to request the Organizer to make any compensation, unless the Exhibitor can prove the gross negligence or willfulness of the Organizer.
- 20. Handling the Breaches during the Exhibition Period**
- 20.1 Where the Exhibitor or its co-exhibitors, representatives, staffs, agencies, contractors breach the provisions herein during the move-in, display and move-out of the exhibition, the Organizer shall have the right to restrict the entry of the Exhibitor or its relevant staffs, remove the breaching exhibits, or even closing the breaching booth, and shall have the right to permanently cancel the exhibition qualification of the breaching enterprise. All the losses shall be borne by the Exhibitor.
- 20.2 Where the Exhibitor violates the laws of the People's Republic of China, the Organizer shall reserve the right to engage the liability of the Exhibitor.
- 21. Dispute Settlement**
- 21.1 The terms and conditions of the Contract for Participation shall be construed and governed by the laws of the People's Republic of China (for the purpose of this Contract, excluding Hong Kong SAR, Macao SAR and Taiwan).
- 21.2 The Exhibitor shall comply with the applicable or future laws and regulations relating to the Contract for Participation and the performance of conditions, made and published by the Organizer or in connection with contracts of holding the exhibition, and rules made by the local government or the head of the exhibition hall.
- 21.3 Where any dispute arises from the Contract for Participation or related thereto, it shall be submitted to the People's court where the exhibition will be held for litigation.
- 22. Severability**
- 22.1 In the event that the provision of the Contract for Participation is legally invalid or incomplete, the validity of other provisions or related contract shall not be affected. Under such circumstance, the parties shall have the obligation to change the invalid provisions and/or supplement relevant provisions to achieve the economic purpose both parties pursue to the largest extent.
- 22.2 In case of any discrepancy between the Chinese version and English version of the Contract for Participation, the Chinese version shall prevail.