

Shanghai World Expo Exhibition & Convention Center
May 12 - 14, 2021

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

BIOFACH CHINA

into organic

Early Bird Discount:
10 % – for application until December 31, 2020!
Date for returning: immediately
Closing date: March 15, 2021
(After March 15, 2021, 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) _____

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.

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) (Raw space does not include any stand construction; exhibitors have to furnish standard height walls with 4.5 meter and a floor covering. It is not allowed to use partition walls of adjacent.)	We order <input type="checkbox"/> sqm ¥ 1,800 CNY/sqm (incl. 6% tax)	We order <input type="checkbox"/> sqm ¥ 1,600 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:	¥	

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

3. For raw space exhibitors

We agree to lay floor covering and erect our own **4.4m 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.

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

We have received, taken notice and accept the Terms & Conditions for Participation as binding and we accept them on all points. We can object to the promotional use of our data by NürnbergMesse China Co., Ltd and their partner companies at any time by letter or e-mail. The stated company data and exhibits can be already recorded and published.

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 Terms & Conditions for Participation). For withdraw or cancellation, please refer to Term 7 Termination of Contract in "Terms & Conditions for Participation".

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 Terms & Conditions for Participation)

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Date for returning: immediately

Closing date: March 15, 2021

(After March 1, 2021, we can no longer guarantee acceptance of application)

Person to contact _____ Tel. _____ Fax _____
Street _____ E-mail _____
Postcode, Town, Country _____ Internet _____

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 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 <u>co</u> -exhibitor _____	Person to contact of co-exhibitor _____
Proprietor/Manager _____	Tel. _____ Fax _____
Street _____	E-mail _____
Postcode, Town, Country _____	Correspondence address* _____
Tel. (Company) _____ Fax (Company) _____	_____
E-mail (Company) _____	_____
Internet _____	_____ * only if different

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

We (incl co-exhibitors) have received, taken notice and accept the Terms & Conditions for Participation as binding and we accept them on all points. We can object to the promotional use of our data by NürnbergMesse China Co., Ltd and their partner companies at any time by letter or e-mail. The stated company data and exhibits can be already recorded and published.

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 Terms & Conditions for Participation). For withdraw or cancellation, please refer to Term 7 Termination of Contract in "Terms & Conditions for Participation".

Place and date _____

Company stamp and authorized signature of direct exhibitor _____

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Exhibitor _____

Person to contact for queries _____

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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 Cheese
- 01.07 Milk substitutes
- 01.08 Cheese alternatives
- 01.09 Meat alternatives
- 01.10 Fresh convenience and delicatessen products
- 01.11 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

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

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
- 13.08 Manufacturers and industry

We have taken note of the attached Terms & Conditions for Participation 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.**

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Company name of exhibitor _____

Tel. _____ Fax _____

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 2020 2021

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: <https://www.ifoam.bio/en/ifoam-family-standards-0>

Our certification body is accredited

- to IFOAM
 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 the examination of admission, the corresponding certificates, including appendices, must be submitted.

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 purpose of the examination of admission, products must be declared individually, a list of ingredients and an explanation as to why the products are not certified must 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 certificates and verifications available at the stand for on-site inspections.

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 _____

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 20, 2021.
- 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 December 31, 2020.
- 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 1 badge free of charge. Exhibitors can get up to 10 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.