

Industrial Automation Show 2021 Application Form

2021 工业自动化展参展申请表



September 14-18, 2021
2021年9月14日至18日

National Exhibition and Convention Center (Shanghai)
国家会展中心(上海)

Application Deadline: 31 May 2021 **报名截止日期: 2021年5月31日**

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

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

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

Company Name-En 公司英文名称: _____

Company Name-Cn 公司中文名称: _____

Address: _____

地址: _____

City 城市: _____ Country 国家: _____ Postal Code 邮编: _____

Contact Person 联系人: _____ Position 职位: _____

Email 电子邮箱: _____

Tel 电话: _____ Fax 传真: _____

Cellphone 手机: _____ Website 公司网址: _____

STAND SPACE APPLICATION 展位类型申请

- Option 1 (选项 1) : Space Only 光地展位(Minimum 18 sqm 18 平方米起租)**
Rate : RMB 2310 / sqm (RMB 2179.25/sqm+6% VAT, excluding management fee)
价格: 人民币 2310 元 / 平方米 (人民币 2179.25 元/平方米+6%增值税, 不包含光地管理费)

_____ sqm 平方米 X RMB 人民币 2310 元 / sqm 平方米 = RMB 人民币 _____

- Option 2 (选项 2) : Shell Scheme 标准展位 (Minimum 9 sqm 9 平方米起租)**
Rate : RMB 2880 / sqm (RMB 2716.98/sqm+6% VAT, excluding management fee)
价格: 人民币 2880 元 / 平方米 (人民币 2716.98 元/平方米+6%增值税, 不包含光地管理费)

_____ sqm 平方米 X RMB 人民币 2880 元 / sqm 平方米 = RMB 人民币 _____

A 9 sqm shell scheme price includes: stand rental, back wall and side walls (white), carpeting, 1 reception desk, 2 chairs, 1 electric power point (500W), Company sign (in English/Chinese), 2 light fittings
9 平方米标准展位价格包括: ∞ 展位费用 ∞ 三面展板 (白色) ∞ 展台内地毯 ∞ 一个接待台 ∞ 2 把折椅 ∞ 1 个电源插座 (额定功率 500 瓦) ∞ 中英文公司楣板 ∞ 2 个射灯

SPECIAL REQUEST 特殊要求

TYPE OF COMPANY 公司类型

Please ✓ tick the appropriate box 请在合适的方框内打✓

- Manufacturer 制造商 Distributor/Agent 分销/代理 Exporter 出口商
 Importer 进口商 Organizer for group participation 展团组织者
 Association/Institution 协会/组织 Other (其他): _____ (please specify 请注明)

EXHIBITS 展品

We will be displaying the following exhibits 我们将展示的商品:

CO-EXHIBITOR REGISTRATION 联合参展商资料

We register the following company as a co-exhibitor according to the Terms & Conditions for participation. (Please use copies of this form if you apply for more than one co-exhibitor)

根据参展条款我们登记以下公司作为我们本次展览会的合作参展商（如您申请的合作参展商超过一家，请复印此表格）

Company Name-En 公司英文名称: _____

Company Name-Cn 公司中文名称: _____

Address 地址: _____

City 城市: _____ Country 国家: _____ Postal Code 邮编: _____

Contact Person 联系人: _____ Position 职位: _____

Email 电子邮箱: _____

Tel 电话: _____ Fax 传真: _____

Cellphone 手机: _____ Website 公司网址: _____

EXHIBITOR AGREEMENT 展商承诺

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

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

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

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

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

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

DECLARATION BY THE EXHIBITOR 展商声明

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

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

Name of Authorized Signature (签字)

Designation (职务)

Date (日期)

Company Stamp / Chop (公司盖章)

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

请完整填写本申请表格 1-4 页，并签名盖章后传真或扫描电邮至：

Hannover Milano Fairs Shanghai Co., Ltd.

汉诺威米兰展览(上海)有限公司

Room301, B&Q Pudong Office Tower

上海浦东银霄路 393 号百安居浦东办公大厦 301 室

393 Yinxiao Rd, Pudong, Shanghai 201204

201204

Contact Person (联系人) : Mr. Klaus Qian 钱凯 / Mr. Steven Xie 谢仲佑 /

Ms. Jean Ji 姬海霞 / Mr. David Zhang 张曦

Tel (电话) : (86 21) 2055 7129, 7130, 7131, 7128

Fax (传真) : (86 21) 2055 7100

Email (电子邮件) : klaus.qian@hmf-china.com / steven.xie@hmf-china.com /
jean.ji@hmf-china.com / david.zhang@hmf-china.com

Website (网址) : www.industrial-automation-show.com

Application Procedure & Payment Issues 报名流程及付款方式

1. Fill the application form with detailed company information
参展企业详细、真实的填写展位申请表
2. The Organizer check the applicant's qualification
主办单位对报名企业资料进行资质审核
3. The Applicant pay the 50% advance payment for confirming the application
参展企业支付 50% 展位预付款，确认展位报名
4. The Organizer allocate the booth location from bigger size to smaller one
主办单位根据企业报名情况，根据展位“从大到小”“分批”安排的原则安排展位
5. The Exhibitor confirms the booth location and pays the balance
参展企业确认展位，支付 50% 尾款

Remarks 说明

此合同一经签妥，如未能按要求支付预付款及尾款，主办单位将无法保障所确认之展位位置。如提前退展，预付款将抵作违约金不予以退回（详见参展条款）。为保证展览会整体形象，主办单位保留与参展企业协商并最终调整展位位置的权力。

EXHIBIT CATEGORIES 展品范围

PLEASE ✓ TICK THE BOXES YOUR EXHIBIT PROGRAM CORRESPONDS TO:

请在相关的展品选项上打✓

1. 工业自动化（生产及过程自动化）

- 1.1 组装及搬运系统，线性定位系统
- 1.2 工业影像处理系统
- 1.3 控制系统，PLC，SCADA
- 1.4 传感器和执行器
- 1.5 工业用电脑
- 1.6 通讯、网络和现场总线系统
- 1.7 嵌入式系统
- 1.8 测量和测试系统
- 1.9 工业自动化数据获取及辨别系统
- 1.10 激光技术
- 1.11 自动化服务
- 1.12 空压技术与设备

2. 电气系统

- 2.1 变压器、电池和不间断电源
- 2.2 伺服电机和变频器
- 2.3 传动、机械驱动系统
- 2.4 电线及电缆附件
- 2.5 电气控制系统用电气开关装置和设备
- 2.6 电工及光电部件
- 2.7 电力电工测试和检测设备

3. 机器人技术

- 3.1 工业机器人
- 3.2 服务机器人
- 3.3 机器人仿真及视觉系统
- 3.4 相关机器、装置及零部件

4. 工业自动化信息技术及软件

- 4.1 工厂集成化管理软件
- 4.2 工业 IT 软件
- 4.3 工业基本系统及开发工具
- 4.4 工厂生产软件
- 4.5 工业用互联网/工厂内局域网/
工厂外部局域网解决方案
- 4.6 服务

5. 微系统技术

- 5.1 微系统部件
- 5.2 模组微系统
- 5.3 微感测器
- 5.4 微执行器
- 5.5 微型光学和纤维光学
- 5.6 微装配
- 5.7 微连接技术
- 5.8 微反应技术
- 5.9 微系统的设计和建模
- 5.10 微工程学
- 5.11 快速微产品开发
- 5.12 超微技术
- 5.13 其它微系统技术

INDUSTRIAL AUTOMATION (Production and Process Automation)

Assembly & Handling Systems, Linear Positioning Systems
Industrial Image Processing Systems
Control Systems, PLC, SCADA
Sensors and Actuators
Industrial PCs
Communication, Networks and Field Bus Systems
Embedded Systems
Measuring and Test Systems
Industrial Automatic Data Capturing and Identification Systems
Laser Technology
Automation Services
Compressed Air Generation and Application

ELECTRICAL SYSTEMS

Transformers, Accumulators and Uninterruptable Power Supplies
Electric Motors & Frequency Inverters, Motor Drives
Gears, Mechanical Drive Systems
Cables & Cabling Accessories
Electric Switch Gear and Equipment for Electrical Control Systems
Electronic and Opto-Electronic Components
Electric and Electronic Test and Measuring Equipment

ROBOTICS

Industrial Robots
Service Robots
Robot Simulation & Vision System
Machine, Appliance & Component for Robotics

INDUSTRIAL AUTOMATION IT & SOFTWARE

Corporate Software for Factory
IT Software for Industry
Basic Systems and Development Tools for Industry
Factory Production Software
Internet, Intranets, Extranets Solutions for Factory
Services

MICROSYSTEMS TECHNOLOGY

Microsystems components
Modular microsystems
Micro sensors
Micro actuators
Micro and fiber optics
Micro assembly
Micro joining technology
Micro reaction technology
Design and modeling of micro-systems
Micro engineering
Rapid micro product development
Nanotechnology
Microsystems technology; other

TERMS & CONDITIONS FOR PARTICIPATION

By registering for the event, the applicant/exhibitor accepts in all respects in a legally binding manner the following Specific Conditions for Participation in Industrial Automation Show 2021 (Part A) as well as the General Conditions for Participation in Deutsche Messe GmbH events on the exhibition grounds of the National Exhibition and Convention Center (Shanghai) (Part B). They form the legal basis for the exhibitor's participation in the event.

Part A: Specific Conditions for Participation in Industrial Automation Show 2021

Definitions

Event:

Industrial Automation Show 2021, which will take place on the exhibition grounds National Exhibition and Convention Center (Shanghai) from **14-18 09.2021**

Organizer:

Hannover Milano Fairs Shanghai Ltd.,

Coordinator of International Exhibitors:

Deutsche Messe AG, Hannover (Germany)

Exhibitor:

Every corporation, legal entity or other organization to which a display space has been rented at the event.

Non-Chinese exhibitors:

Exhibitors whose residence, firm or branch domicile under which they have registered their participation in the event and have been admitted is outside the People's Republic of China or within the Special Economic Zone of Hong Kong. Taiwan and Hong Kong exhibitors will be treated as non-Chinese exhibitors.

Chinese exhibitors:

Exhibitors whose residence, firm or branch domicile is in the People's Republic of China, but outside the Special Economic Zone of Hong Kong.

Co-exhibitors:

Every natural or legal person, firm or other organization that displays its own products or services at an exhibitor's stand, without itself being an exhibitor.

Applicant:

Every corporation, legal entity or other organization that, by using the registration forms and by accepting the Conditions for Participation for the event, has applied to participate in the event as an exhibitor.

Prerequisites for admission

The event is open in the first instance to manufacturing firms, but the organizer is also entitled to admit distributors and importers to the People's Republic of China as exhibitors or co-exhibitors.

Only companies whose exhibits fall within the tradeshow's official product index are eligible to participate. Products that fall outside the scope of the official product index may not be exhibited, unless they are required to display or operate an eligible display

item. The organizer is entitled to remove from the stand any exhibits that are not listed in the product index.

All retail or cash sales to private individuals or business persons – especially of exhibition merchandise or fair samples – is prohibited. A retail or cash sale is any transfer of merchandise for payment or any supply of a service on the part of the exhibitor at the exhibition grounds.

The delivery of merchandise or supply of a service as well as payment for them – in cash, by check, credit card or in any other form – may only occur after the fair has concluded.

Transfer without payment is permitted. Other contracts may be concluded.

Fees for participation and payment deadlines

I. Fees for participation

1. **Basic rent**
 - a) **Option 1: Floor area without stand:**
RMB 2310.00/m²
 - b) **Option 2: Floor area with stand of standard construction (system stand)**
RMB 2880.00/m²

II. Value-added tax

All fees listed are inclusive of statutory value-added tax.

III. Payment deadlines, default of payment

1. Immediately after applying to participate in the event, the exhibitor must pay a sum amounting to 50% of the participation fee for the reserved exhibition area (advance rent). Payment of the advance rent is a precondition for further processing of the application for participation.
2. The participation fee will be charged to the exhibitor directly after the stand rental contract comes into legal effect (cf. clause 2 of Part B of the Conditions for Participation). The advance rent received will be deducted from the participation fee. The balance shall be paid within 2 months before the commencement of the exhibition. If a payment is not received by the stipulated due date, default of payment shall take effect automatically and without notification. Deutsche Messe AG shall be the Collecting Agent for organizer in respect of non-Chinese exhibitors..
3. If the invoice is issued after the specified date of default, payment is due either by the deadline stated on the invoice or else seven (7) days after the date of the invoice.
4. If there is a default in payment, the organizer reserves the right to charge default interest from the due date at an interest rate of 15% per annum. Irrespective of charging default interest, the organizer reserves the right to terminate the stand rental contract as per clause 9, paragraph 5 of the General Conditions for Participation (part B).

IV. Construction and dismantling periods

Construction: 11 to 13 September, 2021
Dismantling: 18 to 19 September, 2021

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

Part B: General Conditions for Participation in events of Deutsche Messe AG and its subsidiaries at the exhibition grounds of the National Exhibition and Convention Center (Shanghai)

1. General

The following General Conditions for Participation in events at the exhibition grounds of the National Exhibition and Convention Center (Shanghai) apply to the rental of display space to exhibitors at trade fairs and other events that a company (subsidiary) of Deutsche Messe group (herein called "Organizer") organizes at the National Exhibition and Convention Center (Shanghai) exhibition site. They complement the Specific Terms for participation in the event (Part A), which the exhibitor has also accepted by registering.

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

2. Concluding the contract

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

The contract between the exhibitor and the organizer concerning legally binding participation in the event and the rental of display space takes effect when the exhibitor receives written confirmation from organizer of the allocation of display space at the event (stand confirmation). If the contents of the stand confirmation and the application differ, the contract shall be concluded on the basis of the stand confirmation unless the exhibitor objects in writing and this objection is delivered to the organizer no later than two (2) weeks after the date of stand confirmation. If the contract an exhibitor's objection leads to non-conclusion of the contract, the organizer will refund the advance rent paid by the exhibitor.

3. Allocation of display space

The organizer is responsible for allocating display space. The exhibitor shall not be entitled to allocation of any particular space, nor for allocation of space in any particular area of the tradeshow.

In case of special circumstances, the organizer reserves the right to uphold substantial interests of its own by subsequently relocating the exhibitor's stand to a space other than the confirmed space, altering the size of the space, moving or closing

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

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

4. Stand construction and stand design

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

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

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

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

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

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

5. Co-exhibitors

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

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

- The firm is represented alongside an exhibitor with its own staff and exhibits.

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

Further, these Conditions for Participation apply also to co-exhibitors insofar as they are relevant; the exhibitor must make its co-exhibitors aware of these Conditions for Participation and the terms complementing them and is legally responsible to the organizer for co-exhibitors' compliance with them.

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

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

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

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

6.Terms of payment

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

Non-Chinese exhibitors are required to pay all invoice amounts to the organizer in US Dollars. Chinese exhibitors are required to pay all invoice amounts to the Chinese agents of the organizer in RMB. All payments must be transferred in full and without deduction of any bank charges or other fees to one of the accounts stated on the invoice. If payment is not made within the period stipulated, the organizer or its Collecting Agent is entitled to charge default interest. In the case of default in payment by the exhibitor, the organizer may terminate the latter's stand rental contract.

The exhibitor can only set off counterclaims against participation

fees due, fees for services and other claims arising out of the contractual relationship if its claims are undisputed or of legal effect. If an exhibitor does not meet its payment obligations, the organizer can retain the exhibits and the stand fittings, and auction or sell them privately at the exhibitor's expense. The proceeds attained from this will be offset against outstanding payments owed by the exhibitor after deducting any costs arising from the auction or sale. The statutory regulations on the realization of liens are – to the extent that that is legally permitted – excluded.

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

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

7.Reservations

The performance of all services is subject to available capacities.

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

8.Exclusion of liability

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

The organizer further excludes any claim for reduction in rent as well as liability for detriment and damage that exhibitors incur because of defects in the rental object, because of false information in allocating space, stand construction or approval of stand design, the exhibitor's catalogue entry as well as because of changes in stand size and other defective services that are not objected to immediately in writing – unless the organizer is obliged to take responsibility for these because of intentional or gross negligence. This limitation of liability also applies to organizer's staff, agents and/or sub-contractors.

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

9. Premature termination of the rental contract

If, after binding registration or after a contract has been concluded, the organizer agrees to a complete or partial withdrawal, the exhibitor must nevertheless pay the full participation fee.

Only if the participation contract is suspended before the payment deadline as specified under part A, point III, clause 2 will the indemnification amount to be paid by the exhibitor be lowered to 25% of the participation fee. After the payment deadline, the indemnification fee amounts to 100% of the participation fee.

The organizer is entitled to balance any advance payments previously made by the exhibitor against the indemnification amount due.

If the exhibitor can provide proof that the damages actually incurred by the organizer are of smaller magnitude, then the exhibitor shall only be obliged to pay a correspondingly lower amount.

The organizer reserves the authority to withdraw from the contract or terminate the contract with immediate effect and take exhibitor's down payment as penalty if the exhibitor does not fulfill its obligations – in particular payment obligations that arise out of this contract, the Conditions for Participation or the terms complementing them – after extension of the deadline. This also applies if the exhibitor does not meet, or no longer meets, prerequisites for concluding the contract, particularly if the exhibitor has not been legally registered, attending the show with other company name, transferring booth without the organizer's permission, displaying exhibits not in accordance with the exhibits category.

The same applies in the event that the exhibitor ceases payment, or an application is made for a judicial insolvency procedure in respect of the exhibitor's assets, or if the exhibitor's firm is in liquidation. If the organizer becomes aware of the facts leading to its cancellation or termination of contract no later than two (2) months before the opening day of the fair, and if it succeeds in renting the exhibitor's space to another company, then the organizer is entitled to claim compensation amounting to 25% of the participation fee. If the conclusive facts become known to the organizer only after this deadline, or if the organizer is unable to rent the stand space to another company, the exhibitor is obliged to pay the full participation fee.

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

10. Intellectual property rights

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

11. Supplementary terms

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

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

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

13. Applicable law, place of jurisdiction

a) non-Chinese exhibitors

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

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

b) Chinese exhibitors

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

In the event of any dispute between the Parties in relation to this contract and such dispute has not been resolved by friendly consultation within thirty days after written notice by any party to the other Party requesting such consultation then any Party may initiate arbitration procedures. The arbitration shall be conducted under the Rules of Arbitration of the China International Economic and Trade Arbitration Commission (CIETAC) by the CIETAC Commission Shanghai Branch. Venue of arbitration shall be Shanghai. The arbitration award shall be final and binding among the Parties.