



PTC ASIA/ CeMAT ASIA 2024 German Pavilion

5 – 8 November 2024

2024年11月5日至11月8日

Shanghai New International Expo Centre (SNIEC) - Pudong

上海新国际博览中心—浦东

APPLICATION FOR STAND SPACE

参展申请合同

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

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

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

EXHIBITOR DETAILS

展商资料

Company Name-En 公司英文名称: _____

Company Name-Cn 公司中文名称: _____

Address 地址: _____ City 城市: _____

Country 国家: _____ Parent Company Country 总部: _____

Postal Code 邮编: _____ Managing Director 公司负责人: _____

Contact Person 联系人: _____ Position 职位: _____

Email 电子邮箱: _____

Tel 电话: _____ Fax 传真: _____

Cellphone 手机: _____ Website 公司网址: _____

Type of Company 公司类型: _____

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

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

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

Address for Invoice Mailing 邮寄发票地址: _____

Exhibitor's address 展商登记地址 _____

Other invoicing address 其他地址 _____

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

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

Application Deadline: 31 May 2024

报名截止日期: 2024年5月31日

CO-EXHIBITOR REGISTRATION

合作参展商资料

We register the following company as a co-exhibitor according to the Terms & Conditions for Participation. If applied with co-exhibitors, please seal in the name of both companies on the contract.

根据联合参展条款，我们申请以下公司作为我公司的合作参展商。如有合作参展商，请在合同中加盖两个公司的公章。如无合作参展商，则无需填写。

Company Name-En 公司英文名称: _____

Company Name-Cn 公司中文名称: _____

Address 地址: _____

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

Contact person 联系人: _____ Position 职位: _____

Email 电子邮箱: _____

Tel 电话: _____ Fax 传真: _____

Cellphone 手机: _____ Website 公司网址: _____

PAVILION STAND APPLICATION

展团展位申请

Unit Price 单价: RMB 3710 (3500+6%VAT) / sqm

Stand Space 展位面积 _____ Sqm; Total Price 总价 _____ RMB

6%VAT Included; 以上价格已包含 6%增值税;

Exhibitor booth:

- Stand space
 - Wall elements
 - Carpeting
 - Fascia panel
 - 1 Table, 4 Chairs
 - 1 lockable information counter
 - 1 Bar stool
 - 1 Waste paper basket
 - 1 Socket
 - General lighting
 - General stand cleaning
-
- Lounge-Area for exhibitors and their guests
 - Snacks & Soft drinks
 - WIFI for guests of the lounge
 - Special German pavilion listing at our website



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

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

Exhibits Sector Option **PTC ASIA** 展示区域选择 (Single Choice for Stand Allotment 展示区域仅可**单选**):

- Hydraulics 液压
- Electric Motors 电气传动
- Belt Transmission 带传动
- Industrial Supply Special Display Area 工业零部件及分承包特别展示区
- Sealings 密封
- Couplings & Brakes 传动联结件
- Springs 弹簧
- Gears 齿轮传动
- Chain Transmission 链传动
- Pneumatics 气动
- Bearings 轴承

Marketing Promotion Table

The information below is important for us.
Please fill in the blanks and complete the form.
To better enhance your exhibition effect



1. Company type	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Distributor <input type="checkbox"/> Importer <input type="checkbox"/> Service provider
2. Specific exhibits on display	Please specify: _____
3. The main purpose of participating is to find [Single choice]	<input type="checkbox"/> Agents/ Distributor <input type="checkbox"/> End users <input type="checkbox"/> Others, please specify: _____
4. New products launch	<input type="checkbox"/> Yes, we will promote new products and provide with literature and photos <input type="checkbox"/> No
5. Logo displayed in the catalog & onsite floor plan [36 sqm above available]	<input type="checkbox"/> Yes, we want to pay RMB 3,450 for this service <input type="checkbox"/> No
6. Marketing sponsor options [such as Advertising Board in the Square]	<input type="checkbox"/> Yes, we want the marketing sponsor manual for reference <input type="checkbox"/> No
7. Which end users would you like to see at the exhibition? [Up to 3 items]	<input type="checkbox"/> Aviation/Aerospace <input type="checkbox"/> Auto manufacturing <input type="checkbox"/> Rail transit <input type="checkbox"/> Energy/Electricity <input type="checkbox"/> Petrochemical <input type="checkbox"/> Machinery manufacturing <input type="checkbox"/> Machine tools <input type="checkbox"/> Construction <input type="checkbox"/> Elevator manufacturing <input type="checkbox"/> Textile/Apparel <input type="checkbox"/> Metallurgy/Foundry <input type="checkbox"/> Biopharmaceuticals <input type="checkbox"/> Food/Beverage <input type="checkbox"/> Packaging/Printing <input type="checkbox"/> Shipbuilding <input type="checkbox"/> Defense industry <input type="checkbox"/> Environmental protection equipment <input type="checkbox"/> Plastics/Rubber <input type="checkbox"/> IT and electronics <input type="checkbox"/> Others, please specify: _____
8. Which trade shows or forums are your company plan to participated	Please specify: _____
9. Follow CeMAT/ PTC wechat account?	<input type="checkbox"/> Yes <input type="checkbox"/> I want to promote company products via CeMAT / PTC wechat <input type="checkbox"/> No, please scan QR code above
10. Would you like to invite your customers to the exhibition	<input type="checkbox"/> Yes <input type="checkbox"/> No

Marketing promotion fee _____

Total price (Stand Price + Marketing Promotion Fee) _____

EXHIBITOR AGREEMENT

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

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

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

展商承诺

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

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

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

REMINDER FROM THE ORGANIZER

This application form, together with the participation provisions and other attachments, constitutes a legal and valid contract once confirmed by the organizer. All the contract terms are of major interest to the exhibitors, of which the organizer reminds the exhibitors to read carefully. If there are any terms that cannot be understood, the exhibitors can request for organizer's further instruction.

组织单位提示

此申请表被组织单位确认后与所附的参展条款及其他附件共同构成合法有效的合同，合同所有的条款对展商有重大利害关系，组织单位提示展商仔细阅读，如有不能理解的条款，展商可向组织单位要求说明。

DECLARATION BY THE EXHIBITOR

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

展商声明

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

更多参展广告项目，欢迎联系我们预订！



PTC ASIA 2024 / CeMAT ASIA 2024 VIP Buyer Invitation

Fax feedback: 021-20557100



Company Name	
Exhibits Category	

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

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

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

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

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

3. Please leave your contact information

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

4. Other suggestion: _____

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

Conditions of Participation at CeMAT ASIA / PTC ASIA 2024

By registering for the event, the applicant/exhibitor accepts in all respects in a legally binding manner the following Specific Conditions for Participation in CeMAT / PTC ASIA 2024 (Part A) as well as the General Conditions for Participation in Hannover Milano Fairs Shanghai Ltd, events on the exhibition grounds of the Shanghai New International Expo Centre (Part B). They form the legal basis for the exhibitor's participation in the event.

Part A: Specific Conditions for Participation in CeMAT / PTC ASIA 2024

Definitions

Event:	CeMAT / PTC ASIA 2024, which will take place on the exhibition grounds "Shanghai New International Expo Centre" in Shanghai Pudong (China) from 5 November to 8 November 2024.
Organizers:	Hannover Milano Fairs Shanghai Ltd. China Federation of Logistics and Purchasing Chinese Mechanical Engineering Society
Exhibitor:	Every corporation, legal entity or other organization to which a display space has been rented at the event.
International 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. Chinese Taiwan and Hong Kong SAR exhibitors will be treated as International exhibitors.
Chinese exhibitors:	Exhibitors whose residence, firm or branch domicile is in the People's Republic of China, but outside the Hong Kong SAR and Chinese Taiwan.
Co-exhibitors:	Every natural or legal person, firm or other organization that displays its own products or services at an exhibitor's stand, without itself being an exhibitor.
Applicant:	Every corporation, legal entity or other organization that, by using the registration forms and by accepting the Conditions for Participation for the event, has applied to participate in the event as an exhibitor.

Prerequisites for admission

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

Only companies whose exhibits fall within the tradeshow's official product index are eligible to participate.

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

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

Fees for participation and payment deadlines

- I. **Fees for participation**
Please refer to the Price Book on Page 3 of this contract.
- II. **Value-added tax**
All fees listed includes statutory value-added tax.
- III. **Payment deadlines, default of payment**
 1. Immediately after applying to participate in the event, the exhibitor must pay a sum amounting to 50% of the participation fee (stand open sides surcharge excluded) for the reserved exhibition area (advance rent) within **ten (10) business days**. Payment of the advance rent is a precondition for further processing of the application for participation.
 2. The participation fee will be charged to the exhibitor directly after the stand rental contract comes into full legal effect (cf. clause 2 of Part B of the Conditions for Participation). The advance rent received will be deducted from the participation fee. Payment (stand open sides surcharge included) is to be made to the account shown on the invoice by **31 Aug. 2024**. If a payment is not received by the stipulated due date, default of payment shall take effect automatically and without notification. If the invoice is issued after the specified date of default, payment is due either by the deadline stated on the invoice or else seven (7) days after the date of the invoice.
 3. If there is a default in payment, the organizer reserves the right to charge default interest from the due date at an interest rate of 5000‰ per day. Irrespective of charging default interest, the organizer reserves the right to terminate the stand rental contract as per clause 9, paragraph 5 of the General Conditions for Participation (part B).

IV. Construction and dismantling periods

Construction: **3 - 4 Nov. 2024**
Dismantling: **8 Nov. 2024**

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

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

1. General

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

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

2. Concluding the contract

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

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

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

3. Allocation of display space

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

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

size of the space, moving or closing entrances or exits to the exhibition grounds or the halls, and making any other changes deemed necessary.

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

4. Stand construction and stand design

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

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

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

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

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

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

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

5. Co-exhibitors

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

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

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

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

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

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

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

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

6. Terms of payment

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

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

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

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

Exhibitors can make a special application on a separate form

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

7. Reservations

The performance of all services is subject to available capacities.

The organizer is entitled to postpone, curtail, temporarily close wholly or in part or cancel the event for a substantial reason (For example, force majeure such as pandemics, wars, turmoils, strikes, blockades, natural disasters, government restrictions resulted in the insufficiency of exhibitors). In the case of complete or partial postponement or curtailing, the contract is considered to apply to the altered period, unless the exhibitor objects in writing within a period of two (2) weeks after being advised of the alteration. Discounts on any agreed fees and reimbursement of any expenses incurred by the exhibitor in reliance on the event running as at first anticipated are hereby expressly excluded.

8. Exclusion of liability

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

The organizer further excludes any claim for reduction in rent as well as liability for detriment and damage that exhibitors incur because of defects in the rental object, because of false information in allocating space, stand construction or approval of stand design, the exhibitor's catalogue entry as well as because of changes in stand size and other defective services that are not objected to immediately in writing – unless the organizer is obliged to take responsibility for these because of intentional or grossly negligent behavior on the part of its employees or other agents.

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

9. Premature termination of the rental contract

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

If the exhibitor intends to terminate the contract after the contract takes full effect and after it the full participation fee is paid to the organizer, the organizer will take action according to the time of termination proposal: only if the participation contract is suspended before the payment deadline as specified under part A, point III, clause 2 will the indemnification amount to be paid by the exhibitor be lowered to 50% of the participation fee (stand open sides surcharge excluded) ; after the payment deadline, the indemnification fee amounts to 100% of the participation fee (stand open sides surcharge included) The organizer reserves the authority to withdraw from the contract or terminate the contract with immediate effect and take exhibitor's down payment and participation fee as penalty which is non-refundable if the exhibitor does not fulfill its obligations – in particular payment obligations that arise out

of this contract, the Conditions for Participation or the terms complementing them – after extension of the deadline. This also applies if the exhibitor does not meet, or no longer meets, prerequisites for concluding the contract, particularly if the exhibitor has not been legally registered, attending the show with other company name, transferring booth without the organizer's permission, displaying exhibits not in accordance with the exhibits category.

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

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

10. Intellectual property rights

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

11. Supplementary terms

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

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

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

13. Applicable law, place of jurisdiction

a) International exhibitors

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

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

b) Chinese exhibitors

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

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

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

14. Data protection clause

a) The Exhibitor agrees and hereby authorizes the Sponsor or the Organizer to use all kinds of company data and personal information of related personnel submitted to the Sponsor or the Organizer in connection with registration, enrollment, contract signing and follow-up services for matters related to the Exhibition, including but not limited to:

To provide company data and personal information of relevant personnel to Service Providers (including but not limited to booth constructors, marketing service providers of the exhibition, logistic service builders, Service Providers who engaged or commissioned by the Sponsor or the Organizer for the Service Providers to contact the Exhibitor and its designated contact or personnel in charge of the exhibition preparation, booth construction, transportation of exhibited products, etc.,

To provide company data and personal information of relevant personnel to the Sponsor or Organizer's co-organizers for the co-organizers to provide exhibition service;

To provide company data and personal information of related personnel to the Sponsor or third parties chosen by the Organizer for the purpose of providing other services related to the exhibition, delivery of exhibition information, or provide promotional service for exhibition and the Exhibitor.

b) The Exhibitor agrees that it assumes full liability concerning the data or personal information it provides to the Sponsor or the Organizer (except for the losses caused due to the Sponsor or the Organizer's failure to comply with their legal or agreed data security obligations). The Exhibitor shall be solely responsible for independently determining whether it has full legal rights and authorization to use and provide such data or personal information. The Exhibitor undertakes and warrants that all personal information it provides to the Sponsor, the Organizer or their designated third parties has been provided with the voluntary and express informed consent of the relevant subject of personal information, i.e., the Exhibitor expressly informs the subject of personal information that the Exhibitor will provide the personal information to the Sponsor, the Organizer or their designated third parties for the provision of services by the Sponsor, the Organizer or their designated third parties, and the subject of personal information expressly consents thereto.