

# Application Form (International Exhibitor)

Company (Chinese & English) (Invoice use)

Company (Chinese & English) (Promotion use)

Address

Member of the following trade association

Postal Code

Telephone

Fax

E-mail

Website

Contact Person

Mr. / Ms.

Position

Mobile Phone

Legal Representative (General Manager, etc.)

Headquarter of the parent company with full address and country:

Under which country would you like to be included in the statistics:  Headquarter  Branch Country

## 1. Raw Space (Minimum 18 m<sup>2</sup>):

| Booth Size              | Early Bird Price         | Standard Price           | Size           | Subtotal |
|-------------------------|--------------------------|--------------------------|----------------|----------|
| 18 – 35 m <sup>2</sup>  | CNY 2,100/m <sup>2</sup> | CNY 2,300/m <sup>2</sup> | m <sup>2</sup> | CNY      |
| 36 – 71 m <sup>2</sup>  | CNY 1,995/m <sup>2</sup> | CNY 2,185/m <sup>2</sup> | m <sup>2</sup> | CNY      |
| 72 – 107 m <sup>2</sup> | CNY 1,890/m <sup>2</sup> | CNY 2,070/m <sup>2</sup> | m <sup>2</sup> | CNY      |
| ≥ 108 m <sup>2</sup>    | CNY 1,785/m <sup>2</sup> | CNY 1,995/m <sup>2</sup> | m <sup>2</sup> | CNY      |

## 2. Shell Scheme Package (9–18 m<sup>2</sup>, construction included):

| Booth Type                         | Early Bird Price         | Standard Price           | Size           | Subtotal |
|------------------------------------|--------------------------|--------------------------|----------------|----------|
| Premium (min. 9 m <sup>2</sup> )   | CNY 2,400/m <sup>2</sup> | CNY 2,600/m <sup>2</sup> | m <sup>2</sup> | CNY      |
| Eminence (min. 18 m <sup>2</sup> ) | CNY 2,700/m <sup>2</sup> | CNY 2,900/m <sup>2</sup> | m <sup>2</sup> | CNY      |

### Important Notice

**(Please read carefully before fulfilling the form. Any inconsistency between this Notice and Terms of Participation, this Notice shall prevail.)**

- Please submit copy of company license, trademark/brand registration information or brand authorization agency agreement as attachments.
- Exhibitors who sign the contract **after April 30, 2023** should pay the **total fee within two weeks. Otherwise, the booth will be released to other exhibitors.**
- Exhibitors who have paid 100% participation fee can enjoy the priority of booth allocation. The organizer has the right to terminate the contract if exhibitors haven't settled 100% participation fee before deadline.
- All exhibitors shall comply with the allocation and the type of booth arranged by the organizer.
- Exhibitors hereby confirm that they have carefully read and understood all the terms (including Terms of Participation and Exhibitor Manual) of this application form and agree to be bound by the terms of exemption from the responsibilities of the organizer and restrictions on the rights of themselves. Exhibitors acting on behalf of a third party shall be directly liable for meeting the demands of the organizer in respect of the above fair.
- The Organizer has the right of final interpretation of this application form and attachments.**
- If the exhibitor withdraws from the contract later than 14 days after submission of the Exhibitor Application Form, 4,000 CNY as compensation shall be charged. If the exhibitor withdraws from the contract within 2 months before the show, 100 % of the actual participation fee shall be charged. The exhibitor is obliged to make up the balance of the penalty if the exhibitor fails to fully make such first payment or total participation fee when the contract is cancelled.**

Total: CNY \_\_\_\_\_ Remark: \_\_\_\_\_

Date: \_\_\_\_\_ Company stamp and legal representative or authorized representative Signature: \_\_\_\_\_

**Index of Products and Services (Important: Completion of this form is mandatory.)**

**We shall be presenting exhibits and/or services which come under the following product group(s) in the electronica China 2023 product index:**

- |  |  |
|--|--|
| <input type="checkbox"/> 1 Semiconductor   | <input type="checkbox"/> 11 Electromechanics / system peripherals<br>(connectors, relays, switches, keyboards and casing technology) |
| <input type="checkbox"/> 2 Embedded systems  | <input type="checkbox"/> 12 Power supplies   |
| <input type="checkbox"/> 3 Displays  | <input type="checkbox"/> 13 Assemblies and subsystems  |
| <input type="checkbox"/> 4 Micro- and nanosystems (MEMS, etc.)                         | <input type="checkbox"/> 14 Automotive technology and solutions  |
| <input type="checkbox"/> 5 Sensor technology   | <input type="checkbox"/> 15 Wireless   |
| <input type="checkbox"/> 6 Test and measurement  | <input type="checkbox"/> 16 Materials  |
| <input type="checkbox"/> 7 Electronic Design (ED/EDA)                                  | <input type="checkbox"/> 17 Information gathering and services   |
| <input type="checkbox"/> 8 Passive components (capacitors, resistors, inductors, etc.) | <input type="checkbox"/> 18 Others, please indicate _____  |
| <input type="checkbox"/> 9 EMS Electronic manufacturing services                       |  |
| <input type="checkbox"/> 10 PCBs, other circuit carriers                               |  |
- Trademarks** (As a dealer, please fill in which brands you will exhibit at electronica China.)
- 

**We would like to be placed within:**

- |   |  |
|---|--|
| <input type="checkbox"/> Semiconductor segment                    | <input type="checkbox"/> Passive components segment                          |
| <input type="checkbox"/> Power supplies segment                   | <input type="checkbox"/> Micro- and nano systems & sensor technology segment |
| <input type="checkbox"/> Automotive technology and solutions Hall | <input type="checkbox"/> Displays segment                                    |
| <input type="checkbox"/> Embedded system segment                  | <input type="checkbox"/> Switch & interconnection technology segment         |
| <input type="checkbox"/> Distributor segment                      | <input type="checkbox"/> Cable & wire segment                                |
| <input type="checkbox"/> Test and measurement segment             | <input type="checkbox"/> PCB segment   |
|   | <input type="checkbox"/> EMS segment   |

**To which application field do your products apply? (Multiple Choice)**

- |  |  |
|--|--|
| <input type="checkbox"/> Industrial electronics  | <input type="checkbox"/> Aviation & Space technology   |
| <input type="checkbox"/> Communication systems   | <input type="checkbox"/> Military electronics          |
| <input type="checkbox"/> Consumer electronics    | <input type="checkbox"/> Mechanical engineering        |
| <input type="checkbox"/> Household appliances    | <input type="checkbox"/> Rail transit                  |
| <input type="checkbox"/> Computers & Peripherals | <input type="checkbox"/> Security & Protection system  |
| <input type="checkbox"/> Automotive industry     | <input type="checkbox"/> Lighting engineering          |
| <input type="checkbox"/> Medical technology      | <input type="checkbox"/> Intelligent building          |
| <input type="checkbox"/> New energy              | <input type="checkbox"/> Internet of Things (IoT)      |
|  | <input type="checkbox"/> Others, please indicate _____ |

**We are also interested in:**

- electronica (electronica.de)  
 electronica India (electronica-india.com)

Date: \_\_\_\_\_

**Company stamp and legal representative or authorized representative Signature:** \_\_\_\_\_

# Application for registration of co-exhibitors (to be filled in by main exhibitor)

## MAIN EXHIBITOR

STAND NO. (if already known) COMPANY (English) | \_\_\_\_\_

| \_\_\_\_\_ CONTACT | \_\_\_\_\_ Tel | \_\_\_\_\_

We hereby authorize the company below as co-exhibitor at our stand at electronica China 2023. The company has all technical and commercial documents necessary for the information of visitors concerning the exhibits on display. The exhibits correspond with the Index of Products and Services of electronica China.

## CO-EXHIBITOR

### (see overleaf, clause 3 of Terms of Participation)

Please submit copy of company license, trademark/brand registration information or brand authorization agency agreement as attachments.

Company (English)

| \_\_\_\_\_

Address

| \_\_\_\_\_

Country/City/Postal Code

| \_\_\_\_\_

Area Code

Telephone

Fax

| \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_

E-mail

| \_\_\_\_\_

Website

| www. \_\_\_\_\_

Contact:  Mr.  Ms.

Position

| \_\_\_\_\_

Legal Representative (President, Chairman, General Manager, etc.)

| \_\_\_\_\_

Manufacturer  Dealer  Importer  Distributor  Service Company (multiple entries possible)

Headquarter of the parent company with full address and country:

Under which country would you like to be included in the statistics:  Headquarter  Branch Country: | \_\_\_\_\_

## INDEX OF PRODUCTS AND SERVICES

- |  |  |
|--|--|
| <input type="checkbox"/> 1 Semiconductor   | <input type="checkbox"/> 11 Electromechanics / system peripherals (connectors, relays, switches, keyboards and casing technology) Power supplies |
| <input type="checkbox"/> 2 Embedded systems  | <input type="checkbox"/> 12 Power supplies   |
| <input type="checkbox"/> 3 Displays  | <input type="checkbox"/> 13 Assemblies and subsystems  |
| <input type="checkbox"/> 4 Micro- and nanosystems (MEMS, etc.)                         | <input type="checkbox"/> 14 Automotive technology and solutions  |
| <input type="checkbox"/> 5 Sensor technology   | <input type="checkbox"/> 15 Wireless   |
| <input type="checkbox"/> 6 Test and measurement  | <input type="checkbox"/> 16 Materials  |
| <input type="checkbox"/> 7 Electronic Design (ED/EDA)                                  | <input type="checkbox"/> 17 Information gathering and services   |
| <input type="checkbox"/> 8 Passive components (capacitors, resistors, inductors, etc.) | <input type="checkbox"/> 18 Others, please indicate _____  |
| <input type="checkbox"/> 9 EMS Electronic manufacturing services                       |  |
| <input type="checkbox"/> 10 PCBs, other circuit carriers                               |  |

- Co-exhibitors hereby confirm that they have carefully read and understood all the terms (including Terms of Participation and Exhibitor Manual) of this application form and agree to be bound by the terms of exemption from the responsibilities of the organizer and restrictions on the rights of themselves. Co-exhibitors acting on behalf of a third party shall be directly liable for meeting the demands of organizer in respect of the above fair.
- The application fee is **CNY2,000** for each co-exhibitor admitted and will be charged to the main exhibitor.
- The catalogue entry online and in the Visitor Guide is free of charge for all co-exhibitors, which includes the company name, hall and stand number. Further services can be ordered with separate order forms in the Exhibitor Manual.
- The Organizer has the right of final interpretation of this application form and attachments.

COMPANY STAMP AND LEGAL REPRESENTATIVE OR AUTHORIZED REPRESENTATIVE SIGNATURE OF MAIN EXHIBITOR / DATE:

COMPANY STAMP AND LEGAL REPRESENTATIVE OR AUTHORIZED REPRESENTATIVE SIGNATURE OF CO-EXHIBITOR / DATE:

## Title of the fair

electronica China 2023

## Venue

National Exhibition and Convention Center (Shanghai)

July 11–13, 2023

July 11–12, 9 am to 5 pm

July 13, 9 am to 4 pm

**Organizers: Messe Muenchen Shanghai Co., Ltd.(MM-SH)**

11F, Tower 1, LJZ Financial Holdings Plaza,

1788-1800 Century Avenue, Pudong New Area, Shanghai 200122

Tel: +86-21 2020 5500

Fax: +86-21 2020 5688

E-mail: exhibitor@electronica-china.com

electronica-china.com

## Terms of Participation

### 1 Application

All potential exhibitors wishing to take part in the event must express their wish to do so by fully as well as faithfully completing and signing – with a legally binding signature – the "Application" form and submitting it to Messe Muenchen Shanghai Co., Ltd. (MM-SH) (facsimile or scanned copies are deemed as legally valid) at the earliest opportunity or at the latest by the application deadline.

With the application, exhibitors express to MM-SH their serious interest in taking part in the event as exhibitors. All exhibits must be described precisely on the application form. Co-exhibitors must be named on the application form for co-exhibitors. The same particulars must be specified as for the exhibitor. Incomplete applications cannot be considered.

When the exhibitor submits the application form, it means that the exhibitor acknowledges and observes the Terms of Participation and Exhibitor Manual. After the exhibitors receive Participation Admission letter (not Acknowledgment letter), it not only means that the exhibitor has been qualified for participating in the show but a "Booth Rental Contract" becomes valid with assigned area and other relevant services. The application form submitted by the exhibitor (including Terms of Participation and Exhibitor Manual), together with the Admission Letter and Exhibitor Manual sent by MM-SH are indispensable parts of the "Booth Rental Contract", which has legally binding force on both parties.

This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation. Organizers of joint stands have to fill in the application form for joint stands which can be obtained from MM-SH.

### 2 Permitted exhibits and exhibitors

All domestic and foreign manufacturers or their Chinese subsidiaries, general importers and specialist dealers authorized by the manufacturers are admitted as exhibitors.

Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the written notice of admission.

General importers and authorized specialist dealers may only exhibit products whose manufacturers are not represented at electronica China 2023. All exhibits must correspond to the relevant range of exhibits for this trade fair and be designated by name and category on the application form. Articles other than those permitted and registered, as well as used, hired or leased machinery, may not be exhibited. MM-SH has the final decision and has the right to remove any other exhibits at the exhibitor's risk and expense.

**The Terms of Participation as well as the Exhibitor Manual are accepted as legally binding with submission of application documents.**

### 3 Co-exhibitors and additionally represented companies

(see Clause 1, 2)

Co-exhibitors must obtain MM-SH's written permission to be eligible for the exhibition. The registration fee is RMB 2,000 for each co-exhibitor admitted.

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors. The definition of an additionally represented company is as follows: In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor who is a distributor wants to display not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

**Additionally represented companies are not allowed on the stand.**

Admission of the exhibitor does not mean that a contract exists between MM-SH and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment.

The exhibitor must make this payment. The amount can also be invoiced (VAT inclusive) subsequently by MM-SH.

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation as well as Exhibitor Manual. The exhibitor is liable for the debts and negligence of his co-exhibitors as if they were his own. If co-exhibitors make direct use of MM-SH services, MM-SH is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without MM-SH's prior written consent.

### 4 Participation fees, lien for Floor Space Only

The participation fees per sqm of exhibition hall are:

a) In the halls (minimum stand size 9 sqm for shell scheme and 18 sqm for raw space), Two-storey booth will no longer charge the upper floor.

b) Besides the rent of the stand area, the participation fees include extensive services provided by MM-SH, such as consultation and planning advice, publicity work, organization, technical assistance etc.

**The above price includes 6% value-added tax. If the tax authority in China adjusts the tax type or tax rate before MM-SH's issuing the invoice, MM-SH reserves the right to calculate the tax amount and issue the corresponding invoice according to the new tax type and tax rate from the date when the tax authority in China adjusts the tax type or tax rate. In case of any further tax requirements in the exhibitor's state / country of residence, such taxes shall be borne by the exhibitor. Each square meter or part thereof will be included in full in the calculation, the floor space always being considered rectangular, without taking account of projections, supports, service connections and the like.**

The applicant shall be invoiced for 100% of the projected participation fee within a reasonable time after his application. This payment will be refunded without interest if the applicant is not admitted to the trade fair, and the specific payment request is based on the invoice issued by MM-SH. If an exhibitor decides to decrease applied area, the difference of the payment due to this change will not be refunded to the exhibitor separately but counted as the participation fee paid by the exhibitor as a whole. Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Payment of the participation fee as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area.

If exhibitors have ordered MM-SH services, MM-SH is entitled to refuse the exhibitor's move-in request and withhold such services, including but not limited to the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to MM-SH. This applies in particular to obligations arising from previous events.

MM-SH reserves the right to enforce the lessor's lien, as permitted by law, in order to secure its claims arising from the rental. The exhibitor must inform MM-SH at any time about the ownership of articles, which are exhibited or to be exhibited. If an exhibitor does not meet his financial obligations, MM-SH is entitled to detain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. If this is still not enough to make up for the loss of MM-SH, MM-SH reserves the right to claim compensation by the exhibitor.

MM-SH does not accept liability for damage to exhibits and stand fittings detained under this clause, unless MM-SH is guilty of intent or gross negligence.

Upon special application by the exhibitor, the participation fee and/or the payment for the admittance of co-exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or promise to pay the amount owed to MM-SH, and MM-SH must declare its agreement with such.

Should the exhibitor wish to have an invoice rewritten because the name, tax number or address of the recipient of the invoice has changed, the exhibitor is obliged to pay MM-SH a sum amounting to RMB 450 for change of invoice unless the details in respect of name, legal form or address of the recipient of the invoice were incorrect on the original invoice and MM-SH was responsible for the incorrect details. The exhibitors should be ultimately responsible for failure of third party.

### 5 Terms of payment (see Clause 4)

The deadlines for payment given in the invoices must be observed. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalogue, and provision of workers' and exhibitors' passes.

The applicant or exhibitor will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately upon receipt. All invoiced amounts in all MM-SH invoices, which are connected with the event, are to be paid in RMB, without deductions and free of all charges (**e.g. bank charges occurring when transferring via bank account have to be paid by the applicant in full**), by credit transfer to the account specified in the invoices, mentioning the exhibitor's company name and invoice number.

MM-SH bank information is the following:

Bank: ICBC Shanghai Branch, No2 Business Department

Account Name: Messe Muenchen Shanghai Co., Ltd.

Account No.(RMB): 1001190709016219311

Swift code: ICBKCNBJSHI

## 6 Rental contract

The application of the exhibitor represents the rental contractual offer and means that the exhibitor acknowledges and observes the Terms of Participation and Exhibitor Manual. The admission or rejection will be confirmed to the exhibitor in writing in due time. **Admission cannot be transferred.**

The rental contract comes into force when MM-SH has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning has been completed.

The application form submitted by the exhibitor (including Terms of Participation and Exhibitor Manual), together with the Admission Letter and Exhibitor Manual sent by MM-SH are indispensable parts of the "Booth Rental Contract", which has legally binding force on both parties. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in full to such third parties as are neither co-exhibitors admitted by MM-SH nor additionally represented companies admitted by MM-SH.

According to this contract, MM-SH is authorized to assign a stand area to an exhibitor, which might deviate from the information in the application unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if MM-SH does not receive the exhibitor's rejection of the assignment of the stand area within one week.

If an exhibitor rejects a stand area in writing before the above-mentioned deadline and the assigned stand area is unacceptable for the exhibitor, the exhibitor can demand that MM-SH assign him an acceptable stand area. If MM-SH does not comply with the demand within an appropriate time period, the exhibitor can withdraw from the contract. The exhibitor does not have any further rights.

The allocation of the other stands, in particular of neighboring stands, can be changed by MM-SH before the trade fair opens. MM-SH is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against MM-SH because of such changes.

MM-SH may also subsequently, i.e. after the rental contract and the stand assignment have come into force, change space allocations, including but not limited to change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the trade fair is oversubscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the trade fair are used more efficiently. Should such subsequent changes result in a lower participation fee, the difference in amount without interest will be refunded to the exhibitor. Further claims against MM-SH are excluded. If exhibitors cannot use their stand space or are impaired in the use of their stand because they have infringed legal or official regulations or the Terms of Participation or Exhibitor Manual, they are nevertheless obliged to pay the participation fee in full and to pay MM-SH compensation for all damage caused by themselves, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

The exhibitor's reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission. Space will be allocated according to MM-SH's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by MM-SH at its own discretion, and not according to the order in which applications are received.

Exhibitors do not have a legal claim to admission unless such a claim exists by law. Exhibitors who have not fulfilled their financial obligations to MM-SH, e.g., in respect of previous events, or have infringed the regulations governing the use of the event grounds, or the terms of participation, may be excluded from admission. MM-SH is entitled to withdraw from the contract or to terminate the contractual relationship without notice, first payment charged by MM-SH is non-refundable and MM-SH reserves the right to claim against exhibitors for the losses incurred if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfills the conditions for admission.

## 7 Cancellation of contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed so much that the exhibitor can no longer be reasonably expected to accept the exhibition area, **the exhibitor is entitled to withdraw from the rental contract within one week upon receiving written notification by MM-SH.** Otherwise, apart from the statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract,

If the exhibitor states that he is withdrawing from the contract, this means – regardless whether he has the right to withdraw from the contract or not – that he is renouncing once and for all his intention to take part in the trade fair. If the exhibitor states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, MM-SH is entitled to re-let the stand area or use it itself without being obliged to do so, even if the exhibitor has no right to withdraw from the contract. **The exhibitor shall not have any further rights due to the fact that the exhibition space is rented to others or used in another way. If the exhibitor withdraws from the contract later than 14 days after submission of the Exhibitor Application Form, 4000 CNY as compensation shall be charged. If the exhibitor withdraws from the contract within 2 months before the show, 100 % of the actual participation fee shall be charged. The exhibitor is obliged to make up the balance of the penalty if the exhibitor fails to fully make such first payment or total participation fee when the contract is cancelled.** MM-SH is entitled to withdraw from the contract if the exhibitor fails to meet his financial obligations to MM-SH on time, MM-SH has extended the deadline by 5 days and this deadline for payment has not been met. This applies especially if the exhibitor is in default of payments for the **payment of 100% for the projected participation fee.** MM-SH is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect MM-SH's rights, objects of legal protection and interests and MM-SH can no longer reasonably be expected to adhere to the contract. In the aforementioned cases MM-SH is entitled not only to withdraw from the contract but also to demand from the exhibitor 100% participation fee as flat-rate compensation. MM-SH's right to claim further damages remains unaffected.

## 8 Force majeure, cancellation of the event

If MM-SH is compelled, as a result of force majeure (natural disasters such as earthquakes, droughts, tsunamis, typhoons, hurricanes and floods, or fires, war, riots, terrorism, acts of government, epidemics and other acts or events recognized by applicable laws as force majeure or otherwise commonly recognized as a force majeure event by international commercial practice) or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods resulting in postponement or curtailing of the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against MM-SH, in particular claims for damages. If MM-SH cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for MM-SH to hold the event, MM-SH is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

## 9 Dates of setting up and dismantling / Assembly, staffing and dismantling of stand

The information such as exact dates for set up and dismantling will be based on the Exhibitor Manual, exhibitor shall comply with it strictly.

There will be a special build up scenario for certain sections of the outdoor area. Early move-in needs to be confirmed in writing by NECC, MM-SH and its appointed official freight forwarder while relevant formalities should be completed and related expense should be paid. If exhibitors want to showcase over-weight / high exhibits, it is mandatory to discuss details, such as move-in plan, display locations, and etc., with MM-SH and the official freight forwarder for the show and strictly follow the over-size / overweight exhibit schedule assigned by MM-SH and its official freight forwarder.

**Construction is starting from 9:00 am on July 9, 2023. All delivery and stand-construction vehicles must be removed from the halls and from the outdoor area before 22:00 pm on the last day of setting up, July 10, 2023.** After that, the exhibits or facilities remaining in the indoor exhibition hall and outdoor exhibition venue shall be deemed to be abandoned by the exhibitors. Vehicles which are still in the halls or the outdoor area after these times will be removed by MM-SH at the risk and expense of the exhibitor concerned. Setting up must be finished before 22:00 pm on July 10, 2023 at the latest. An extension is possible only in exceptional cases with the written permission of MM-SH. The dates for assembly and dismantling must be observed. Stands not occupied by the last day of assembly may be disposed of as MM-SH sees fit.

Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes (16:00 pm on July 13, 2023). If they break this rule, MM-SH is entitled to demand a penalty of CNY 4,500.

MM-SH is entitled to exclude from future trade fair any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the Terms of Participation, without prejudice to MM-SH's right to cancel the contract in accordance with Clause 7 or to a claim for all costs thereby incurred by MM-SH.

**10 Stand design and equipment (see also Exhibitor Manual)**

a) In the halls

Stand height:

Construction or advertising inside and outside the booth must be approved by the organizer and must not block or affect adjacent booths.

Assuming that the Exhibitor Manual is observed in designing and constructing a stand, drawings need to be submitted for one-storey stand construction in the halls insofar as they are built by the exhibitor. On request, MM-SH will check submitted stand construction plans (submitted in two copies) for exhibitors. No specific approval will be issued.

All other stand constructions which are not lower than 4.5 meters, multi-storey stands, mobile stands, stands with bridges, stairs, cantilevered roofs, galleries, etc.) and constructions on the open-air exhibition grounds require approval.

Two-storey stand construction is permitted in the halls with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by MM-SH. Approval for the two-stories stand depends on the position of the stand within the hall and the area it occupies. Stand drawings containing elevations and cross-sections, cutaway view, electricity layout, static test report or static load calculation, specification of construction must be submitted in duplicate to MM-SH's Operations Department for approval by the deadline specified, at the latest 8 weeks before stand assembly is to start.

For two-storey structure covering more than 30 sqm, exhibitors need to install sprinkler system on the ceilings of each storey. The structures of the stand cannot hang on the structures of the hall. In the case of infringement of any of the conditions specified here, MM-SH is entitled to take action in accordance with the Terms of Participation.

MM-SH will erect partition walls only upon request and at the exhibitor's expense. Exhibitors will receive, in good time, the order form for these walls and further stand walls (height 2.50 m) with the Exhibitor Manual.

b) On the open-air site

All structures to be set up in the open-air area exhibition grounds, require the prior consent of MM-SH. Permission from the construction supervising authority must be obtained for building facilities, which exceed a roofed area of 50 m<sup>2</sup> or a height of 3.00 m. Two-storey stand construction is permitted in the open-air site with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by MM-SH. Approval for the two-storey stand depends on the position of the stand and the area it occupies. The required application forms as well as plans of ground and upper floor, elevations, cross-sections, electricity layout and static calculations or test reports, specification of construction and material must be submitted to MM-SH's Operations Department in due time, but at least 8 weeks before setup begins. At the setup of facilities, especially buildings, all applicable regulations at the event site must be observed. Attention must be paid to all existing supply pipes, foundations, distribution boxes, etc. during all setup work. Insofar as they are within individual stand areas, they must be accessible at all times. Stand structures may not be built nearer than 0.5 m to the border of neighboring stands unless MM-SH gives written permission for this. Construction elements, stand signboards and banners must be arranged so that there is no unreasonable nuisance to neighbors. Misleading company signs must be removed at the request of the trade fair management. For all construction work, allowance must be made for existing supply lines, distribution boxes, etc. Where these are located within individual stand areas, they must be accessible at all times. Any underground work may only be commenced after approval by MM-SH's Operations Department. Exhibitors whose stands adjoin the enclosing fence of the trade fair grounds may not use the fence for their construction purposes. Use of the outside of the fence to carry advertising material is not permitted. Publicity balloons are not permitted on the trade fair grounds. In the case of infringement of any of the conditions specified here, MM-SH is entitled to take action in accordance with the Terms of Participation.

**11 Safety Measures**

During set-up and dismantling period in the exhibition area (hall and outdoor) wearing of a safety helmet is compulsory. Herring bone ladder up to 2m is prohibited. It is necessary to wear safety helmets and safety belts and to carry out other safety measures against injuries that might be caused by falling objects in overhead work (height all of 2m).

**12 Technical installations and other regulations**

Applications for electrical installation, water, drainage, and telecommunication connections can be considered only if submitted in due time on the order forms available from MM-SH. The precise terms of delivery and the connection fees are stated on these forms.

Facility cables needs to be protected by the cable bridge during the whole show period. Exhibitors will cover the cost of the facilities they ordered and the necessary damage prevention treatment for those facilities. Costs will be calculated based on the actual consumption.

All building structures on the trade fair grounds shall be executed in accordance with the performance of the materials used. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads from cranes is prohibited for safety reasons.

For security reason, hanging advertising materials or other objects on cranes, work platforms and exhibits is prohibited. If the display of a special exhibit exceeds the range of the booth, its extension direction and location needs the prior written permit of MM-SH, and the exhibitor needs to rectify with the requirement of MM-SH according to the actual situation.

**13 Restoration of the exhibition areas**

All exhibition areas must be handed over to MM-SH's Operations Department in their original condition by the stipulated date for completion of dismantling. At the end of the exhibition, exhibitors must remove from the site all the materials especially the double-sided carpet tape used from their stands by the respective timings stated in the "Operations Schedule". Apart from the clearance and cleanse of the construction materials and stains, outdoor booths exhibitors and contractors should restore the exhibition area into the initial state and clear all the garbage inside the comprehensive cementing. MM-SH is entitled to charge the exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at the exhibitor's cost.

**14 Use of equipment**

Only cranes, fork-lift trucks and working platforms may be used that have been provided by the MM-SH service partners responsible. In special cases, the consent of MM-SH's Operations Department is required. All the over-hanging operations as working on the cradle are strictly prohibited.

**15 Transport of track-laying vehicles**

Only track-laying vehicles with smooth track plates, that are also approved for public roadways, may be driven on the roads of the trade fair grounds. The transport of track-laying vehicles into the exhibition halls is permitted only with written approval of MM-SH's Operations Department. The exhibitor is fully responsible for any damage to road surfaces and hall floors.

**16 Sales regulations**

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchasers until after the trade fair closes. Sales are permitted only to wholesalers, retail or trade customers. **Retail sales are prohibited in the exhibition. Otherwise, the Industrial and Commercial Department may be involved and therefore all the penalties and losses incurred will be borne by the exhibitors.**

**17 Catalogue, Internet Information**

An official trade-fair catalogue, an internet database information will be compiled for the trade fair. All exhibitors (including co-exhibitors and companies at joint stands) are included, with the name indicated in the application form, in the alphabetical list of exhibitors in these media. The minimum entry contains the exhibitor's company name, hall and stand number in the alphabetical list of exhibitors. Exhibitors (including co-exhibitors and companies at joint stands) will be offered other entries, e.g. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. MM-SH assumes no responsibility for the correctness and completeness of the catalogue, internet data base information.

The exhibitor is solely responsible for the permissibility under law – and particularly the law on competition and data protection – of any advertisement placed in the trade fair catalogue, the internet database information of MM-SH at the instigation of the advertiser. Should third parties assert claims against MM-SH on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold MM-SH fully safeguarded against all claims asserted including all costs of any necessary attorney fees, litigation costs on the part of MM-SH. The same applies to exhibitor entries actuated by exhibitors in the trade fair catalogue, the Internet database information of MM-SH.

**18 Exhibitors' and Workers' passes**

Exhibitors' passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors. For the time in which the trade fair is held, each exhibitor receives the following number of exhibitors' passes free of charge:

| Registered sqm | Passes | Registered sqm | Passes |
|----------------|--------|----------------|--------|
| 9 to 17        | 5      | 55 to 100      | 35     |
| 18 to 35       | 10     | 101 to 400     | 50     |
| 36 to 54       | 25     | > 400          | max 50 |

The number of exhibitors' passes is not increased for co-exhibitors. Additional exhibitors' passes are obtainable from the trade fair management and may be charged for. Exhibitors' passes are intended solely for stand personnel and must not be passed on to unauthorized third parties.

Workers' passes for setting up and dismantling of stands are available in the numbers required and will be charged for. They can be purchased on site from the official contractor during setting-up after hall management fee and construction deposit are paid in full amount. Each company attending the show must appoint an onsite safety manager during the show period, who should wear an exhibitor badge with an ID photo attached on it.

#### **19 Circular letters**

Once the stands have been allocated, exhibitors will be informed by circular of further details concerning preparation and organization of the trade fair.

#### **20 Alterations**

MM-SH reserves the right to make alterations and additions in matters affecting technical arrangements (such as dismantling time, facilities switching on and cutting off time, etc.) and safety.

#### **21 Liability and insurance**

Considering the safety issue and to ensure the smooth operation of the show, all exhibitors and their contractors should purchase 3rd party public liability insurance and relevant insurances towards employees and exhibits. The minimum insured amount for the public liability insurance should be no less than 5 million RMB.

MM-SH and its partners are neither liable for any personal damages or damages for exhibits nor liable for any compensation on lost material, theft and fire.

If MM-SH has to pay compensations due to the events related to the exhibitors' participation during the show, MM-SH has the right to ask the relevant exhibitors to reimburse the compensation to MM-SH.

MM-SH and its partners are not liable for any direct or indirect personal injuries and property damages towards exhibitors, their representatives, and employees.

MM-SH and its partners are under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the trade fair. The same applies to vehicles left on the trade fair grounds by exhibitors, their employee contractors or representatives. For his part, the exhibitor is liable for any culpable exhibition articles or exhibition installations and equipment.

MM-SH and its partners are not liable for any lost, damages or delays that occurred during the import / export procedures, such as customs declares, transportations, loading/unloading, for the exhibits. Exhibitors should purchase sufficient amount of transportation insurances.

Exhibitors have the obligation and responsibility to complete customs declaration and customs clearance in accordance with applicable PRC laws, and MM-SH does not bear any joint and several liability.

#### **22 Photography, filming, video recording, and sketching**

Only persons authorized by MM-SH in writing and in possession of a valid MM-SH pass may film, photograph, or make sketches or video recordings in the exhibition halls and the outdoor exhibition area. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, MM-SH can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require MM-SH's prior writing consent.

Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer. MM-SH is entitled to have photographs, drawings, films and video recordings made of events at the trade fair, of stands and exhibits, and to use them for advertising or general press publications.

#### **23 Catering, deliveries to stands**

Only companies approved by MM-SH in writing for the event grounds may supply exhibition stands with food, beverages. MM-SH is authorized to allow deliveries to stands only at certain times. Detailed information on the possibilities of catering at the booth will be given in the Exhibitor Manual at a later stage but in due time before the trade fair starts.

**It's strongly suggested by MM-SH that the exhibitors and visitors should not buy or take any food or drink from illegal peddlers in the Exhibition Center, otherwise the damage or loss incurred shall be borne by themselves.**

#### **24 Intellectual property rights**

When participating in trade fairs organized by MM-SH, the exhibitor warrants that its exhibits, packages and all related publicity materials found in the trade fair do not in any way whatsoever violate or infringe any third party's legal rights including but not limited to trademarks, copyrights, designs, names and patents whether registered or otherwise. MM-SH is entitled but not obliged to set up an Intellectual Property Right Complaint Office (IPR Office) for each trade fair,

whose purpose shall be to support exhibitors in cases of infringement of their IP rights by other exhibitors in accordance with related intellectual property laws.

The exhibitors or agents should provide active cooperation for the investigation for obtaining the evidence, inspection and enquiry work conducted by the IPR Administration and the judicial department. Any exhibit or material suspected of infringement should be removed from the exhibition, and MM-SH also reserves the right to request the removal of any infringed exhibits or materials. The organizer has the right to refuse participation of any exhibitor found guilty of infringement of intellectual property rights at any future trade fairs. If the exhibitor has complained about another exhibitor or its exhibits in the previous shows and complains this time again, the certifications of the previous complaints should be presented. Otherwise, the IPR Office has the right to refuse its complaint request.

#### **25 Verbal agreements**

All verbal agreements, individual and special arrangements are valid only with MM-SH's written confirmation.

#### **26 Regulations for use**

Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors and transport vehicles are not permitted to spend the night in the halls or on the outdoor area. Exhibitors must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event.

#### **27 Period of exclusion**

Any complaints about invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

#### **28 Place of performance, applicable law**

Shanghai shall be the place of performance, also for all financial obligations. The law of the People's Republic of China shall apply.

#### **29 Jurisdiction, arbitration agreement**

The following shall apply to exhibitors incorporated in the PR of China:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party shall bring an action at the court which has jurisdiction at the registered address of MM-SH.

The following shall apply to exhibitors incorporated or with their principal place of business outside the PR of China:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, the both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party shall submit the dispute to Shanghai International Economic and Trade Arbitration Commission for arbitration in Shanghai in accordance with its rules of arbitration procedure.

#### **30 Data protection**

The exhibitor hereby acknowledges and consents that the person-related data of the exhibitor can be processed and used for fulfilling the business purposes of MM-SH as well as being forwarded to third parties in order to above all fulfill the purpose of the contract concerned; the exhibitor further consents that its personal data could be used by third parties for marketing purposes of related trade fairs by the associate companies of MM-SH, provided that such use of personal data by MM-SH will be in compliance with data protection legislation. The exhibitor confirms and acknowledges that all the Personal Data provided by the exhibitor to MM-SH is legally collected, and the consent of relevant individuals has been obtained for the use of the Personal Data under this Terms of Participation.

#### **31 Severability Clause**

Should the provisions set out in the Terms of Participation or Exhibitor Manual be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected. In such a case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue. – In case of divergence between the English and the Chinese text, the Chinese shall prevail.

As of Jan 2023  
Messe Muenchen Shanghai Co., Ltd.