

# General Terms of Participation (B)

## ISPO Shanghai

**Duration:**

Thursday, July 5 to Saturday, July 7, 2018

**Opening hours:**

Thursday to Friday 09:00 – 17:00  
 Saturday 09:00 – 16:00

**Contact:**

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**Organizer:**

Messe Muenchen Shanghai Co., Ltd.  
 11th Floor, PINGAN Fortune Tower, 1088 Yuanshen Road  
 Pudong New Area, Shanghai 200122, P.R. China

**Technical Management and Stand Contractor:**

Messe Muenchen Shanghai Co., Ltd.  
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All prices indicated below are net and subject to applicable value-added tax.

### B 1 Application

All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing—with a legally binding signature—the “Application” form and submitting it to Messe München GmbH at the earliest opportunity or at the latest by the application deadline. The deadline for applications is May 31, 2018.

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.

This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation.

After exhibitors receiving Participation Confirmation letter (no Show admission letter), it not only means that the exhibitors have been qualified for participating in the show but a “Stand Rental Contract” becomes valid with assigned area and other relevant services. The Exhibitor Manual MM SH sent to the exhibitors is also a part of the “Stand Rental Contract.”

Organizers of joint stands have to fill in the application form for joint stands which can be obtained from MM SH.

### B 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 notice of admission.

General importers and authorized specialist dealers may only exhibit products whose manufacturers are not represented at ISPO Shanghai 2018. 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.

According to the policy of police and fire prevention department, exhibiting knife and tank with gas are forbidden on-site.

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 Technical Guidelines are accepted as legally binding with submission of application documents.

### B 3 Co-exhibitors and additionally represented companies (see Clause 1, 2)

Permission for co-exhibitors must be requested in writing. The registration fee is **1,150 CNY** 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 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, the Technical Guidelines as well as the instructions of the Trade Fair Management. 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.

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## B 4 Participation fees, lien for floor space only

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (see Part B “Participation fees”). 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.

**Each m<sup>2</sup> 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 30% of the projected participation fee shortly after his application.** This first payment will be refunded if the applicant is not admitted to the trade fair, but will be forfeited if the applicant withdraws unilaterally and completely from the undertaking. If an exhibitor decides to decrease applied area, the difference of the 30% deposit 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. The exhibitor shall receive an invoice for the remainder of the participation fee after stand assignment.

The remained amount will be the difference between the actual participation fee of the assigned area and the already paid amount.

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 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 can detain the exhibits and stand fittings and, at the exhibitor’s expense, sell them at public auction or privately. The legal provisions on the realization of the pledge are—as far as permitted by law—excluded.

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, legal form or address of the recipient of the invoice has changed, the exhibitor is obliged to pay MM SH a sum amounting to **450 CNY** plus VAT for each 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.

## B 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 catalog, 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 on receipt. All invoiced amounts in all MM SH

invoices, which are connected with the event, are to be paid in CNY, 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.

## B 6 Rental contract

The application of the exhibitor represents the contractual offer. 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 exhibitor shall 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 Messe München GmbH nor additionally represented companies admitted by Messe München GmbH without Messe München GmbH’s prior written consent.

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 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 the time 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, and in particular 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. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount 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 the Technical Guidelines, 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.

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## Cont. B 6 Rental contract

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 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.

## B 7 Cancellation of contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor is 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** of 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 relet 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. If the exhibitor has stated that he is withdrawing from the contract, although he has no right to do so, the exhibitor is obliged to pay the participation fee. However, MM SH must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; 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. In addition, the exhibitor must pay **30% of the agreed participation fee as flat-rate compensation** for expenses incurred by MM SH because the exhibitor has withdrawn from the contract and cancelled his participation in the trade fair without being entitled to do so. MM SH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MM SH has sustained less damage.

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 **down payment of 30% 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 the agreed participation fee as flat-rate compensation. MM SH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MM SH has sustained less damage.

## B 8 Force majeure, cancellation of the event

If MM SH is compelled, as a result of force majeure 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, or to postpone or curtail 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.

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

The exact dates for setup and dismantling will be published at a later stage. **All delivery and stand-construction vehicles must be removed from the halls and from the outdoor area by 21:00 on the last day of setting up, July 4, 2018.** Vehicles which are still in the halls or the outdoor area after these times will be removed by SNIEC at the risk and expense of the exhibitor concerned. Setting up must be finished by 21:00 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 on July 7, 2018).** If they break this rule, MM SH is entitled to demand a penalty of **4,500 CNY**. 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.

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## B 10 Stand design and equipment (see also Technical Guidelines)

### In the halls

The maximum stand construction and advertising height is **4 m**.

Two-story stand can only be built when the assigned stand area is **24 m<sup>2</sup>** and above.

Assuming that the Technical Guidelines are observed in designing and constructing a stand, drawings need to be submitted for approval for raw space construction in the halls insofar as they are built by the exhibitor and its contractor. On request, MM SH's Operations Department and the appointed service partners will check submitted stand construction plans (submitted in duplicate) for exhibitors. No specific approval will be issued. All stand constructions, two-story stands (see item 4.9 Technical Guidelines), mobile stands, stands with bridges, stairs, cantilevered roofs, galleries, etc. and constructions on the outdoor area (see item 4.8 Technical Guidelines) require approval.

For all two-story stands, 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 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 quadruplicate to MM SH's Operations Department and the appointed service partners for approval by the deadline specified, at the latest 8 weeks before stand assembly is to start.

In the halls for two-story structures covering more than **30 m<sup>2</sup>**, a fire extinguisher must be prepared for each **12 m<sup>2</sup>** of both story from build-up period onwards. The structures of stand cannot hang on the structures of the hall. Material piling is not allowed on the two main electricity tunnels in the halls. 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. The stand sides bordering neighboring stands should be kept neutral, white and clear, so that they do not interfere with the design of the neighboring stand.

### Outdoor Area

The maximum stand construction and advertising height for one story stand is **6 m**.

The maximum stand construction and advertising height for two-story stand is **8.50 m**.

For two-story stands whose second floor exceeds **30 m<sup>2</sup>**, a fire extinguisher must be prepared for each **12 m<sup>2</sup>** of both story from build-up period onwards. The area of the stand construction or building at the outdoor area cannot exceed **1,200 m<sup>2</sup>** and the height of the stand construction or building must be lower than or equal to two-story buildings. All structures to be setup in the outdoor area require the prior consent of MM SH and get permission from a top level certified structural engineer.

Stand construction in the outdoor area is permitted with the approval of a top level certified structural engineer, who is employed by the exhibitor or recommended by MM SH. Approval for the outdoor 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 and the appointed service partners 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. Stand construction and material piling are not allowed on the facility well and drainage cover at the outdoor area.

For all construction work, allowance must be made for existing supply lines, distribution boxes, etc. If these are located within individual stand areas, they must be accessible at all times. 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 shall not be built nearer than **0.50 m** to the border of neighboring stands unless MM SH gives written permission for this. The stand sides bordering neighboring stand should be kept neutral, white and clear, so that they do not interfere with the design of the neighboring stand. 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. 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 fence outside to carry advertising material is not permitted. Publicity balloons are not permitted on the trade fair grounds.

Exhibitors who are allocated in more than one block with public aisles in between the blocks of the stand are not allowed to build stand construction or advertising construction or any other building component or exhibit across these aisles. Aisles are not part of the rented raw space area. No promotion measures are allowed on these aisles.

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.

## B 11 Safety measures

During setup and dismantling period in the exhibition area (hall and outdoor) wearing a safety helmet is compulsory. 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 **2 m**).

## B 12 Technical installations and other regulations

Applications for electrical installation, water, drainage, and telecommunication connections can be considered only if submitted in due time in the order forms available from MM SH. The precise terms of delivery and the connection fees are stated in 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 legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads from cranes is prohibited for safety reasons.

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## B 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." 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.

## B 14 Use of equipment

Only cranes, fork-lift trucks and working platforms may be used if that have been provided by the MM SH service partners responsible. In special cases, the consent of MM SH's Operations Department is required.

## B 15 Transport of track-laying vehicles

Only track-laying vehicles with smooth track plates, which 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

the express approval of MM SH's Operations Department. The exhibitor is fully responsible for any damage to road surfaces and hall floors.

## B 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 the trade fair closes. Sales are permitted only to wholesalers, retail or trade customers.

## B 17 Catalog, Internet, Visitor Information

An official trade-fair catalog, an internet database and visitor information will be compiled for the trade fair. All exhibitors (including co-exhibitors and companies at joint stands) will have a basic entry, which is an obligatory component of participation in the trade fair, appearing alphabetically in the exhibitor index, list of goods, Internet database and in the mobile catalog. This obligatory entry costs **900 CNY** and includes bilingual (Engl./Chin.) listing in the alphabetical exhibitor index with company name, hall/stand, address, phone/fax, internet/e-mail, listing of all brands in the brand index (catalog and online), and unlimited entries in the product directory (online) as well as web link to the company homepage. For an additional fee further entries in the catalog may be placed. The various possibilities and prices for additional entries and advertising may be viewed in the catalog order form which will be sent to the exhibitor by MM SH in good time. MM SH assumes no responsibility for the correctness and completeness of the catalog, internet database and visitor information.

The invoice for the obligatory entry will be sent by MM SH. Any additional media services will be charged by MM SH's official publisher. The exhibitor is solely responsible for the permissibility under law—and particularly the law on competition—of any advertisement placed in the trade fair catalog, the internet database or the visitor 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 defence in court on the part of MM SH. The same applies to exhibitor entries actuated by exhibitors in the trade fair catalog, the Internet database or the visitor information of MM SH.

## B 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 when the trade fair is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Registered m <sup>2</sup>	Passes
12–17	5
18–27	10
28–40	15
41–54	20
55–77	25
78–100	30
>100	max 40

The number of exhibitors' passes is not increased for co-exhibitors. Additional exhibitors' passes are obtainable from the trade fair management and will be charged for. Exhibitors' passes are intended solely for stand personnel own, 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 SNIEC 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 exhibitor badge with ID photo attached on it.

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## B 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.

## B 20 Alterations

MM SH reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

## B 21 Liability and insurance

Considering the safety issue and to ensure the smooth operation of the show, all exhibitors and its 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 CNY**. 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 reimburse the compensation to MM SH. MM SH is not liable for any direct or indirect personal injuries and property damages towards exhibitors, their representatives, and employees.

MM SH is 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 employees or representatives. For this part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and co-exhibitors and their exhibition articles or exhibition installations and equipment.

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

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

Only persons authorized by MM SH 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 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.

## B 23 Catering, deliveries to stands

Only companies approved for the event grounds may supply exhibition stands with food and beverages. Deliveries to exhibition stands are only permitted with restrictions. MM SH is authorized to allow deliveries to stands only at certain times. Detailed information on the possibilities of catering at the stand 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.

## B 24 Intellectual property rights

When participating in trade fairs organized by MM SH, 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 rights including 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. 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. 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 complain this time again, the certifications of the previous complaints should be presented. Otherwise, the IPR Office has the right to refuse its complaint request.

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## B 25 Verbal agreements

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

## B 26 Regulations for use

Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors 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 con-

sideration, 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.

## B 27 Period of limitation, period of exclusion

All the exhibitor's claims against MM SH arising from the stand rental, and all legal proceedings in connection therewith, lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date

of the fair falls. 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.

## B 28 Place of performance, applicable law

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

## B 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 may 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 may submit the dispute to the China International Economic and Trade Arbitration Commission Shanghai Sub-Commission for arbitration in Shanghai in accordance with its rules of arbitration procedure.

## B 30 Data protection

In compliance with data protection legislation, the person-related data of the exhibitor is 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.

## B 31 Severability Clause

Should the provisions set out in the Terms of Participation or Technical Guidelines 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 English shall prevail.