

# Conditions of Participation

## 1 Definition

The nouns defined in these Conditions of Participation apply to all the terms on participation, and shall have the following definitions unless the context otherwise requires:

### “Organizers” means:

#### Messe Düsseldorf (Shanghai) Co., Ltd.

Units 307-308, Tower I, German Centre for Industry and Trade Shanghai,  
88 Keyuan Road, Zhangjiang Hi-Tech Park,  
Pudong, Shanghai 201203, P.R. China  
Tel: +86-21-61698300-8388/8310/8323  
Fax: +86-21-61698301  
E-mail: swop@mds.cn

#### China Center for Food and Drug International Exchange

Room 1106, 11th Floor, Office Building B, Maples International Center,  
No.32, Xizhimen North Street, Haidian District,  
Beijing, 100082, P.R.China  
Tel: +86-10-82212866-6002/6005/6007/6008/6018/2872  
Fax: +86-10-82212857  
E-mail: swop@ccfdie.org

#### Adsale Exhibition Services Ltd

6th Floor, 321 Java Road, North Point, Hong Kong  
Tel: +852 2811 8897/+86-21-51879766-299  
Fax: +852 2516 5024/+86-21-64693665  
Email: swop@adsale.com.hk

The organizers are responsible for implementation of the exhibition within their respective duties and functions as set out hereunder and in the Space Application Form.

“Exhibition” means the exhibition to be organized by the organizers as specified in this Space Application Form

“Exhibitor” means a sole proprietorship, partnership or limited company applying to exhibit at the exhibition or, as the case may be, whose application to exhibition or, as the case may be, whose application to exhibit at the exhibition has been accepted by the organizers.

“Relevant Period” shall commence from the date the exhibitor submits his Space Application Form to the organizers and shall end on the last day of the exhibition.

“Publicity Materials” means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity materials whatsoever which an exhibitor wishes to display, distribute or use at the exhibition.

## 2 Timetable

Erection of exhibition booths (the Move-in Period):

14-16 November, 2015

Duration of the exhibition (the Exhibition Period):

17-20 November, 2015

## 3 Deadline for Registration

May 31, 2015

## 4 Directory Entry

The participation fee includes a free basic entry of the exhibitor's full contact details in the official catalogue (company, address, country, telephone, fax). The exhibitor will be forwarded separate forms in due course for catalogue entries together with the information of costs of the additional services.

## 5 Costs of Participation

The costs of participation to be paid are as set forth in the participation options described under Clauses 5.2 below.

The costs of general services and facilities (5.1) are included in all options under 5.2.

### 5.1 General services and facilities

- Provision of net fair space (stand area)
- Basic Entry in the Directory (company name, address, country, tel and fax)
- Stand number panel with pictograph
- Cleaning of aisles and passages in halls (exhibitors are responsible for cleaning their stands)
- General security service (no individual surveillance)
- Fire protecting service during Move-in Period, Exhibition Period and Move-out Period
- Design of public area and halls (e.g. banners, signage)
- General illumination of halls during Move-in Period, Exhibition Period and Move-out Period
- Equipping and operating a service centre (telefax and telephone exchange, forwarding agents, technical facilities office and organizers office)
- Comprehensive visitor recruitment and promotion
- Visitor registration system
- Information stands for visitors

### 5.2 Participation Cost

Shell Scheme (min 12 sqm)

Unit Price (CNY)

2,440

Space only (min 27 sqm)

Unit Price (CNY)

2,200

Services and facilities for “Shell Scheme”:

Stand build-up and dismantling, include all ancillary cost  
See Space Application Form (A1) under “Shell Scheme”

Services and facilities for “Space Only”:

- Hall area without structure, net and with stand number
- Any additional technical services required, e.g. power, security, connection of water, local labour, are to be provided exclusively by the organizers at an extra charge and can be ordered using special order forms. Fees for additional stand assembly services other than the participation fee, and any orders for services shall be agreed or charged according to the organizers published price lists valid at the time of the event.
- The fees published by the organizers are fixed prices and are binding on both parties once the exhibitor has been admitted. In the event of any change in the initial conditions agreed between local contractual partners and the organizers or any amendment to legal provisions and fees after admission, the organizers shall be entitled to adjust the published rates and charge the fees or the balance from the exhibitor at the adjusted rates.

## 6 Registration

Registrations must be submitted using the enclosed form, acknowledging the acceptance of these conditions of participation. The completed registration form bearing a legally binding signature of the Exhibitor should be mailed to:

#### Messe Düsseldorf (Shanghai) Co., Ltd.

Units 307-308, Tower I, German Centre for Industry and Trade Shanghai,  
88 Keyuan Road, Zhangjiang Hi-Tech Park,  
Pudong, Shanghai 201203, P.R. China  
Tel: +86-21-61698300-8388/8310/8323  
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No account shall be taken of conditions or reservations specified by the exhibitors contained in registrations. Requests for specific sites do not constitute a condition of participation. Only upon receipt by the organizers shall the registration be deemed to have been submitted. In consideration of the organizers agreeing to consider the registration of the exhibitor, the exhibitor agrees that it shall not at any time during the relevant period withdraw its registration. Particulars given shall be stored for automatic data processing and shall be made available to third parties upon implementation of the contract. Registrations shall be processed in the order received. Any registrations received after the start of space allocation can only be couriered if sufficient space is available. Any services offered by service provider having exclusive rights in the fairground must be ordered through the organizers.

## 7 Admission

In principle, only those exhibitors whose product range is covered by the exhibits scope of the event shall be admitted in the exhibition. There is no legal right to require admission.

The organizers shall have sole and absolute discretion to decide on the admission of exhibitors and exhibits. Any firm which has failed to meet its financial obligations owing to the organizers or their affiliated companies (from previous fair participation and/or under the terms of these conditions of participations, or item (10) may be rejected.

Until the exhibitor's application has been accepted in written by the organizers, no rights to exhibit will be granted notwithstanding payment or an acceptance of the full rental submitted with the application. The organizers reserve the right to decline any application without giving any reason. The organizers shall be entitled to revoke any admission if such admission was based on misunderstanding, false information or if the preconditions for approval no longer apply.

Should the organizers be compelled to relocate or change certain individual stands, entrances, exits or aisles after giving the admission, such relocation or change shall not give rise to any claim against the organizers.

If through fault on the part of the organizers the space allocated is no longer available, the exhibitor shall be entitled to a refund of the participation fee, free of interest. No claims for further damages may be submitted.

The obligation to pay the participation fee shall remain legally binding even if, for example, the authorities in the exhibiting country do not approve, in whole or part, the exhibitor's import requirements, or if exhibits for any reason whatsoever fail to arrive in time or to arrive at all (e.g. owing to loss, delays in transit or customs), or if the exhibitor or its agent delayed or even unable to attend the exhibition.

Should the exhibitor or his agent fails to take over the allocated stand area two days prior to the beginning of the exhibition, such area may be otherwise disposed of in such manner as the organizers shall determine in its absolute discretion. This shall not release the exhibitor from its contractual obligations or entitle him to a demand for refund or lodge any other claims against the organizers.

## 8 Terms of Payment

The currency of invoice is in RMB or EURO.

- 8.1 Participation costs set forth in item 5 shall be due upon approval of the registration. The exhibitor must pay 50% deposit in three days after the confirmation of admission of space which is non-refundable, balance must be paid in full before 60 days of the exhibition or the date indicated in the invoice.
- 8.2 The organizers reserve the right to demand additional non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.
- 8.3 If an exhibitor, for whatever reason, withdraws his application before receipt by him of a rejection of his application or after his application has been approved, the participation fee paid will be forfeited.

- 8.4 Charges for others, separately ordered services or deliveries shall be payable at the time of performance or on the date of receipt of the invoice at the latest.
- 8.5 All remittances are payable to the organizers in the currency RMB inclusive of bank charges and currency exchange charges and must be made by draft or direct transfer to:

### Messe Düsseldorf (Shanghai) Co., Ltd.

**Beneficiary's Name:** Messe Dusseldorf (Shanghai) Co., Ltd.

**Beneficiary's Bank:** HSBC Bank (China) Company Limited, Shanghai Branch

**Beneficiary's Account Number:** HSBC 920-004678-001(CNY)/  
HSBC 300-016573-057(EUR)

**SWIFT Code:** HSBCCN5H

**Bank's Address:** G/F, HSBC Tower, 1000 Lujiazui Ring Road Pudong,  
Shanghai, P. P. China 200120

### China Center for Food and Drug International Exchange

**Beneficiary's Name:** China Center for Food and Drug International Exchange

**Beneficiary's Bank:** Industrial and Commercial Bank of China, Beijing  
Xueyuanlu Branch

**Beneficiary's Account Number:** 0200025529200041156(EUR)

**Bank's Address:** No.34 Xueyuan South Road, Haidian District, Beijing

**INTERMEDIARY Bank:** Industrial and Commercial Bank of China, Frankfurt Branch

**Swift Code:** ICBKDEFF

### Adsale Exhibition Services Ltd

**Beneficiary's Name:** Adsale Exhibition Services Ltd

**Beneficiary's Bank:** Bank of China (Hong Kong) Ltd

**Beneficiary's Account Number:** 031-349-92073521 (USD, EUR) /  
031-349-10221827 (HKD)

**Swift Code:** BKCHHKHH

- 8.6 In case the exhibitor fails to fulfill all or partial obligations, the organizers shall be granted a right of lien in respect of the exhibitor's stand equipment and exhibits within the exhibitor's stand (the "Lien Items") on the understanding that the organizers is entitled to realize and/or sell the Lien Items in order to fulfill such commitments. The organizers cannot be held liable for damages to /loss of the Lien Items arising from such realization and/or sale.
- 8.7 If invoices are issued by the organizers to a third party as designated by the exhibitor, the latter shall still remain the debtor of the organizers.
- 8.8 In case of default by the exhibitor of payment of any sum according to these Conditions of Participation and contractual stipulations, the organizers shall be entitled to terminate the contract or otherwise dispose of the stand area and the exhibitor shall be responsible for all losses suffered by the organizers. The above provision shall also apply to the circumstances that the exhibitor fails to make the payments in due time in case of withdrawal of his application for participation or non-participation (Article 9 of the Conditions of Participation)

## 9 Withdrawal or Non-participation

The exhibitor shall not be entitled to withdraw his registration or reduce the stand area after submission of Space Application Form. And the exhibitor must pay participation fee and any other cost actually incurred. Withdrawal by the exhibitor or any waiver of the allocated stand area shall only become effective upon receipt by the organizers of a written declaration. The exhibitor should inform the organizers his withdrawal request in written.

## 10 Termination of Right to exhibit

The organizers shall have the right to terminate the exhibitors' participation in the exhibition in written without notice if the exhibitor is in any of the following events:

- 10.1 If the exhibitor or any of his representatives or affiliates commits a breach of any obligations hereunder or of any applicable Rules and Regulations;
- 10.2 If an exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an exhibitor being a sole proprietorship

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or partnership becomes, or one of its members becomes, bankrupt or is insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt;

- 10.3 If the exhibitor conducts any activity which, in the opinion of the organizers, does not conform to the nature and purpose of the exhibition, or interfere with the rights of other exhibitors at the exhibition;
- 10.4 If the exhibitor or his affiliates displays prices, sells goods to private persons or sells goods for immediate delivery in the exhibition premises. The breach of this rule entitles the organizers to close the stand immediately.
- 10.5 If the exhibit space is not occupied by the exhibitor by 9:00 am on the first exhibition day of the exhibition period, the exhibitor shall be deemed to have cancelled the exhibition space ordered and the organizers shall have the right to use such space as it deems appropriate. In such case the exhibitor shall be deemed to give up the participation on such date and the participation fee paid will not be refunded and the exhibitor is liable for payment of any unpaid participation fee.
- 10.6 If the organizers in their sole and absolute discretion decide to disqualify the exhibitor from the exhibition

## 11 Exhibits

All exhibits must be listed individually on the Space Application Form giving an exact description. Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent and approval of the organizers.

Exhibits may not be removed during the course of the event. The operation and demonstration of exhibits shall conform to the specified standards. The organizers are not responsible for questions of licenses, quotas or transfers of sales proceeds.

## 12 Use of Site & Safety

- 12.1 Precautionary measures such as guards or other means of protection must be taken to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must have the organizers prior written approval.
- 12.2 Any musical performance, including the use of music recording is not allowed during the exhibition period.
- 12.3 Publicity materials may only be distributed at the exhibitor's own stand or shell booth. No advertising, demonstration or canvassing for business may be carried out anywhere else within the exhibition venue. No exhibits or advertising signs shall be placed outside the confines of the exhibitor's stand.
- 12.4 No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.
- 12.5 Gas-filled balloons shall not be permitted at the exhibition venue under any circumstances.
- 12.6 Exhibitor's stand must be managed by an authorized and competent representative of the exhibitor at all times during the exhibition. Such representative must be fully conversant with the exhibitors' products and/or services and shall be duly authorized to be responsible for negotiation and conclusion contracts for the sale of the exhibitor's products or services. The exhibitor shall procure that the representative shall comply with these conditions and with any and all directions which the organizers may give before or during the exhibition period.

## 13 Technical Guidelines

The technical guidelines are a constituent part of these conditions of participation and must be adhered to. The technical guidelines shall be handed over to the exhibitor at the latest with the order form for services.

## 14 Exclusion of Liability

- 14.1 None of the organizers, his agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury or other damages, other than death or personal injury caused by the negligence of the organizers or their employees, suffered by or caused to the exhibitor, its representatives, employees, contractors or agents or the products or other property of the exhibitor or such parties or any exhibitor or visitor.
- 14.2 The organizers shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the exhibition.
- 14.3 The exhibitor undertakes to indemnify and at all times and to keep indemnified the organizers, its employees and agents from all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the agreement hereunder or by any breach by the exhibitor of these conditions
- 14.4 The exhibitor shall be responsible for taking out insurance which should include but not limited to his displays, exhibits and stands against loss or damage by theft, fire, public (including occupiers liability) and any other natural causes, and shall produce such policy of insurance to the organizers upon request.
- 14.5 In order to protect his own benefits, the exhibitor shall take out insurance to cover himself against all potential liabilities imposed on him in these conditions as well as possible legal liability for negligence and shall present such policy of insurance to the organizers upon request. The exhibitor is fully liable for any loss or damage caused by an act or omission of the exhibitor or his representatives, employees or agents to any property of the exhibition venue, the other exhibitors or the organizers.
- 14.6 The organizers reserve the right to exercise a general lien over any property the exhibitor has in the Exhibition Venue in respect of all payments due to the organizers (including claims for damages) in connection with the exhibition.
- 14.7 All damages incurred must be reported in written to the police and to the insurance broker (also by telex or telfax), incidences of fire, theft and burglary must be reported to the trade fair management and the police within 24 hours of such occurrence.
- 14.8 Only in the case of willful intent or gross negligence on his part or the part of his employees, the exhibitor has the obligation to exercise proper protection to his exhibits and / or stand fittings. Although the organizers have already provided security measures, the effect of this exclusion is in no way limited by the security measures provided.
- 14.9 The exhibitor is liable for all damages caused to third parties as a result of his participation, including damages to buildings on the exhibition venue and to the exhibition halls and / or their furniture and fittings unless such damages are covered by a local third-party indemnity insurance.

## 15 Waiver

The waiver by the organizers of any of these conditions shall not prevent his implementation of these conditions and shall not be deemed to act as a waiver of any right available in respect of any breach of these conditions.

## 16 Circulars

Once the stand areas have been allocated, the exhibitor will receive circulars giving information on preparations for and the staging of the exhibition. Any consequences arising from disregarding these circulars shall be borne by the exhibitor.

The exhibitor shall abide by the rules and regulation of the exhibition venue which are deemed to be integral parts of and incorporated into these conditions. In the event of conflict between the provisions of such rules and regulations and these conditions, these conditions shall prevail. Copy of the rules and regulations of the exhibition venue is available from the organizers on request.

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## 17 Cancellation, Postponement and Other Changes of Exhibition

Any rules and regulations of the host country or of the local contractual partner which are different from these conditions of participation or which impose additional restrictions shall prevail. The organizers reserve the right in the case of Force Majeure (as defined in Article 18), orders/directives imposed by any government authority or any other unforeseen the duration of the exhibition at any time without incurring any liability whatsoever to the exhibitor.

Should it become necessary to postpone, curtail, extend, cancel or otherwise change the exhibition, the exhibitor shall not be entitled to withdraw from the contract or to claim against the organizers or their agents or representatives, whether for loss or damages, or return of all or part of any payment made by the exhibitor even he has waived his right to the stand area allocated to him. Clause 9 of the conditions of participation shall apply accordingly. The organizers shall not be liable for any loss sustained or disadvantages suffered by the exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the exhibition. In such case, the exhibitor shall accordingly be given admission to an alternative exhibition if any on a proportional basis. However the allocation shall be made as deemed appropriate by the organizers in their absolute discretion and they shall not be liable for any further compensation to the exhibitor. The exhibitor shall in such case be required to bear a reasonable share of the costs incurred by the organizers in preparing for such exhibition. Where the exhibitor has placed orders with the organizers for services supplementary to those covered by the participation fee (Article 5), he shall pay the costs incurred to the organizers.

## 18 Force Majeure

Force Majeure shall mean all events which are beyond the control of the organizers, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by the organizers. Such events shall include earthquakes, typhoons, flood, fire, war, outbreak of disease, social unrest. Act of government or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general international commercial practice.

## 19 Final Provisions

In submitting the Space Application Form, the exhibitor agrees to be bound by these conditions of participation.

Any other agreements, individual permits or arrangements shall require written confirmation by the organizers.

The English version of these conditions of participation shall be valid and binding. If there is no other arrangement subject to the prior consent of the organizers, the place of payments hereunder is P. R. China.

Should any of the above items herein become invalid. This shall not affect the validity of the remaining terms. The invalid items shall be made up in the principle of maintaining the sense and purpose of the contract.

The organizers reserve the right to interpret, alter and amend any of these conditions and to issue additional rules and regulations at any time they consider necessary for the orderly operation of the Exhibition. All interpretations of these conditions and any additional rules and regulations by the organizers shall be final.

Any claims of the exhibitor as against the organizers shall be barred after six months. The period of limitation shall commence with the end of the month in which the exhibition is closed.

The exhibitor shall bear all costs and expenses (including all the legal costs) incurred by the organizers in the recovery of any payment payable to it by the exhibitors or in the implementation of any term of these conditions.

The exhibitor must strictly observe the stipulations on time of payment to the organizers under these Conditions. All notices, demands or other

communications required or permitted to be given or made under these conditions shall be in written and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof at its address specified in these conditions or in the Space Application Form (as the case may be), or such other address notified by such party. Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter) two days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

## 20 Governing Law

These conditions shall be governed by and constructed in all respects in accordance with the laws of People's Republic of China.

## 21 Settlement of Dispute

In the event any dispute arises, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the friendly consultation fails, conducting prosecution should in the court of Shanghai, P. R. China