

Application Form International

Messe Muenchen Shanghai Co., Ltd.
11th floor, Pingan Fortune Tower, 1088 Yuanshen Road, Pudong New Area, Shanghai 200122, China
cbb@mm-sh.com, Tel: +86-21 2020 5500, Fax: +86-21 2020 5699

Company address

Company Name for Invoice

Company Name for Promotion (if different with above)

Street / P.O.Box

postal code Town

Country Headquarter Country

Contact/ Title First name Last name
 Ms Mr

Start of stand allocation: September, 2017
early bird discount: July 8, 2017
(Space will be allocated on first come first serve basis as per space availability)

Job function

Area code Phone + extension Fax

Email

Homepage

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

Manufacturer(1) Dealer(2) Importer(3) Distributor(4) Service company(5) Association/Institutes/Consulting Services(6) (multiple responses possible)

Chinese office/Subsidiary with full address(only if any)

Company

Phone

Street / P.O.Box

Fax

postal code Town

Email

Country

Contact/ Title First name Last name
 Ms Mr

Co-Exhibitor

We have Co-exhibitor(s) on our booth, please send me the co-exhibitor application form

We promise there is no co-exhibitor(s) on our booth

Trademarks (As a dealer/distributor you are obliged to fill in which brands you will exhibit at CBB 2018)

Application Form International

5% early bird discount before July 8, 2017

Your stand request:

Shell Scheme – Basic Package
 (Minimum stand space: 9 sqm)
 RMB 3,135/per sqm (including VAT)

Front m x depth m = 2018 Total space sqm

--	--	--

Shell Scheme – Premium Package
 (Minimum stand space: 18 sqm)
 RMB 3,300/per sqm (including VAT)

--	--	--

Stand without stand construction services
 (Minimum stand space: 18 sqm)
 18-49 sqm: RMB 2,790/per sqm (including VAT)
 50-149 sqm: RMB 2,650/per sqm (including VAT)
 150-299 sqm: RMB 2,511/per sqm (including VAT)
 ≥300 sqm: RMB 2,371/per sqm (including VAT)

--	--	--

Promotion opportunities:

- promotion Package-RMB 8,000**
- Visitor guide floorplan booth highlight with specified color for exhibitors ≤ 35sqm
 - Visitor guide floorplan booth highlight with company logo for exhibitors ≥ 36sqm
 - Half insert page advertisement in CBB news
 - Join professional match-making visitor for beer&wine, non-alcohol beverage, dairy with one product for each route.
 - Around 500 words product profile with one picture can be promoted by CBB official promotion channel. (Emailing or We-chat channel)

Selected on-site advertisement opportunities (limited quantities, first come first serve) :

- Advertisement board in corridor between south entrance and W1
 (only 3 boards available) --- RMB 25,000 / piece
- Hanging advertisement in corridor between international halls
 (only 15 hanging advetisements available) --- RMB 21,000 / 3 pieces
- Hanging banner advertisement above booth
 --- RMB 20,000 (3m*4m)

Your supply markets are (optional):

- | | | |
|--------------------------------------|--|---|
| <input type="checkbox"/> Soft drinks | <input type="checkbox"/> Beer/ brewery | <input type="checkbox"/> Liquid foods (e.g. vinegar, oil, mustard, soya etc.) |
| <input type="checkbox"/> Water | <input type="checkbox"/> Wine, sparkling wine, spirits | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fruit juice | <input type="checkbox"/> Milk, liquid dairy products | |

Optional:

Lecture at CBB 2018 exhibitor technology seminar, only in combination with stand (additional fee will be charged)

- I am interested in participating in the exhibitor technology seminar and would like to receive detail information.

Please complete and submit the attachment together with this application form.
Please take notice of the Terms and Conditions and Technical Guidelines. The attached Terms and Conditions and Technical Guidelines are recognized as legally binding in all parts. Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of Messe Muenchen Shanghai Co., Ltd. in respect of the above fair.

Place and date

Company stamp and legally binding signature. Please repeat name in print.

→ save

→ Indec of products and services

back ←



Messe München

OCTOBER 23–26, 2018
Shanghai New International Exhibition Centre
(SNIEC), Shanghai
www.chinabrew-beverage.com/english/

CHINA BREW 2018
CHINA BEVERAGE 2018

powered by
drinktec

Product-group Categories

We shall be presenting exhibits and/or services which come under the following product group(s) in the CBB 2018 product index:

Important: Completion of this form is mandatory (Multiple response possible)

- | | |
|---|---|
| <p><input type="checkbox"/> 1 Processing technology and equipment for alcoholic and non-alcoholic drinks and liquid food</p> <p><input type="checkbox"/> 1.1 Complete systems for malt and beer, for soft drinks, fruit juices and water, wine, sparkling wine and spirits, for milk and liquid milk products, for liquid foods</p> <p><input type="checkbox"/> 1.2 Production and processing of malt and raw grain</p> <p><input type="checkbox"/> 1.3 Brew house equipment</p> <p><input type="checkbox"/> 1.4 Yeast treatment, fermentation and largering</p> <p><input type="checkbox"/> 1.5 Craft beer equipment</p> <p><input type="checkbox"/> 1.6 De-alcoholisation plant</p> <p><input type="checkbox"/> 1.7 Other installations for malt and beer</p> <p><input type="checkbox"/> 1.8 Filter and Centrifuges</p> <p><input type="checkbox"/> 1.9 Sugar infeed and treatment, sugaring equipment</p> <p><input type="checkbox"/> 1.10 Fruit and vegetables treatment and processing plant</p> <p><input type="checkbox"/> 1.11 Deaeration installations</p> <p><input type="checkbox"/> 1.12 Premixers</p> <p><input type="checkbox"/> 1.13 Sterilizing</p> <p><input type="checkbox"/> 1.14 High temperature sterilizing</p> <p><input type="checkbox"/> 1.15 Plant, machinery and installations for mixing and agitating</p> <p><input type="checkbox"/> 1.16 Gassing and metering equipment for inert gas</p> <p><input type="checkbox"/> 1.17 Systems for extraction, distillation, rectification</p> <p><input type="checkbox"/> 1.18 Homogenizing</p> <p><input type="checkbox"/> 2 Filling and packaging technology for alcoholic and non-alcoholic drinks and liquid food</p> <p><input type="checkbox"/> 2.1 PET packaging</p> <p><input type="checkbox"/> 2.2 Injection mold</p> <p><input type="checkbox"/> 2.3 Blowing machine</p> <p><input type="checkbox"/> 2.4 Aseptic systems (incl. sterilizing, filling, sealing) for plastic bottles, soft packs, tubs, and other containers and packs</p> <p><input type="checkbox"/> 2.5 Cleaning, filling and sealing technology for containers</p> <p><input type="checkbox"/> 2.6 Cleaning and filling machines for kegs, casks, and containers</p> <p><input type="checkbox"/> 2.7 Inspection and sorting machines, monitoring equipment</p> <p><input type="checkbox"/> 2.8 Labelling, finishing, marking and identification technology</p> <p><input type="checkbox"/> 2.9 Wrapping</p> <p><input type="checkbox"/> 2.10 Packing and unpacking machines, multiple packing machines</p> <p><input type="checkbox"/> 2.11 Palletizing, depalletizing and discharging equipment</p> <p><input type="checkbox"/> 2.12 Robotics</p> <p><input type="checkbox"/> 2.13 Conveyors, and components</p> <p><input type="checkbox"/> 3 Parts and components</p> <p><input type="checkbox"/> 3.1 Chains and belts</p> <p><input type="checkbox"/> 3.2 Conveyor system</p> <p><input type="checkbox"/> 3.3 Water treatment</p> <p><input type="checkbox"/> 3.4 Purification</p> <p><input type="checkbox"/> 3.5 Comprehensive utilization Heat exchange</p> <p><input type="checkbox"/> 3.6 CIP system</p> <p><input type="checkbox"/> 3.7 Installations for process hygiene</p> <p><input type="checkbox"/> 3.8 Energy saving</p> <p><input type="checkbox"/> 3.9 Online inspection</p> <p><input type="checkbox"/> 3.10 Installation for measurement recording</p> <p><input type="checkbox"/> 3.11 Intelligent software</p> <p><input type="checkbox"/> 3.12 Automatic control system</p> <p><input type="checkbox"/> 3.13 Components for drive technology</p> <p><input type="checkbox"/> 3.14 Thermal processing technology</p> <p><input type="checkbox"/> 3.15 IT solutions</p> <p><input type="checkbox"/> 3.16 Laboratory instrument</p> <p><input type="checkbox"/> 3.17 Tubular and plate sterilizer</p> <p><input type="checkbox"/> 3.18 Pasteurizer</p> <p><input type="checkbox"/> 3.19 Filters</p> <p><input type="checkbox"/> 3.20 Pressure vessel</p> <p><input type="checkbox"/> 3.21 CO₂ recovery system</p> <p><input type="checkbox"/> 3.22 Heat recovery system</p> <p><input type="checkbox"/> 3.23 Methane recovery system</p> <p><input type="checkbox"/> 3.24 Plastic and rubber</p> <p><input type="checkbox"/> 3.25 Nylon product</p> <p><input type="checkbox"/> 3.26 Beer cooler, beer keg</p> <p><input type="checkbox"/> 3.27 Dispenser</p> | <p><input type="checkbox"/> 3.28 Vending machine</p> <p><input type="checkbox"/> 3.29 Others</p> <p><input type="checkbox"/> 4 Process automation, control and IT solutions</p> <p><input type="checkbox"/> 4.1 Chilling, heating and heat maintenance plant</p> <p><input type="checkbox"/> 4.2 Air compressor</p> <p><input type="checkbox"/> 4.3 Pump, valves, fittings, pipeline and pigging systems</p> <p><input type="checkbox"/> 4.4 Hydraulic components</p> <p><input type="checkbox"/> 4.5 Pneumatic components</p> <p><input type="checkbox"/> 4.6 Motor and reducer</p> <p><input type="checkbox"/> 4.7 Other general fittings</p> <p><input type="checkbox"/> 4.8 Metal processing</p> <p><input type="checkbox"/> 4.9 Chemical product</p> <p><input type="checkbox"/> 4.10 Adhesive and glue</p> <p><input type="checkbox"/> 4.11 Washing and disinfection</p> <p><input type="checkbox"/> 4.12 Sensors and instruments of analyzing, measuring, testing, and recording</p> <p><input type="checkbox"/> 4.13 Others</p> <p><input type="checkbox"/> 5 Containers and packaging materials</p> <p><input type="checkbox"/> 5.1 Plastic containers</p> <p><input type="checkbox"/> 5.2 Glass containers</p> <p><input type="checkbox"/> 5.3 Metal containers</p> <p><input type="checkbox"/> 5.4 Large-volume containers</p> <p><input type="checkbox"/> 5.5 Stand-up bags/pouches</p> <p><input type="checkbox"/> 5.6 Soft packs</p> <p><input type="checkbox"/> 5.7 Bag-in-box/pouch packages</p> <p><input type="checkbox"/> 5.8 Crates</p> <p><input type="checkbox"/> 5.9 Pallets</p> <p><input type="checkbox"/> 5.10 Cardboard packages for containers</p> <p><input type="checkbox"/> 5.11 Plastic packaging for containers</p> <p><input type="checkbox"/> 5.12 Closures</p> <p><input type="checkbox"/> 5.13 Labels</p> <p><input type="checkbox"/> 5.14 Crate-accessories</p> <p><input type="checkbox"/> 5.15 Packaging films and shipping damage prevention supplies</p> <p><input type="checkbox"/> 6 Raw material, additives and agents</p> <p><input type="checkbox"/> 6.1 Flavoring, essences, basic materials and concentrates</p> <p><input type="checkbox"/> 6.2 Brewing barley</p> <p><input type="checkbox"/> 6.3 Emulsifying agents</p> <p><input type="checkbox"/> 6.4 Enzymes</p> <p><input type="checkbox"/> 6.5 Fruit juices and pulp</p> <p><input type="checkbox"/> 6.6 Hops/hops products</p> <p><input type="checkbox"/> 6.7 Carbon dioxide</p> <p><input type="checkbox"/> 6.8 Preservatives</p> <p><input type="checkbox"/> 6.9 Malt</p> <p><input type="checkbox"/> 6.10 Raw grain</p> <p><input type="checkbox"/> 6.11 Stabilizers</p> <p><input type="checkbox"/> 6.12 Nitrogen</p> <p><input type="checkbox"/> 6.13 Other raw materials, additives and agents</p> <p><input type="checkbox"/> 7 Logistics and transportation equipment</p> <p><input type="checkbox"/> 7.1 Order picking plant and storage systems</p> <p><input type="checkbox"/> 7.2 In-house transport vehicles</p> <p><input type="checkbox"/> 7.3 Transport vehicles and truck loading and unloading equipment</p> <p><input type="checkbox"/> 8 Restaurant and catering equipment, supplies and mobile facilities, advertising</p> <p><input type="checkbox"/> 8.1 Beer dispensing equipment, cellar tanks systems and beverage vending machines</p> <p><input type="checkbox"/> 8.2 Restaurant and catering equipment and furnishing</p> <p><input type="checkbox"/> 8.3 Mobile beverage dispensing and sales equipment</p> <p><input type="checkbox"/> 8.4 Catering supplies</p> <p><input type="checkbox"/> 9 Related institutions</p> <p><input type="checkbox"/> 9.1 Trade associations</p> <p><input type="checkbox"/> 9.2 Research and training</p> <p><input type="checkbox"/> 9.3 Planning, consulting, work safety, service and trade press</p> |
|---|---|

Title of the fair: China Brew China Beverage 2018
Venue: Shanghai New International Exhibition Centre (SNIEC), Shanghai
Duration: OCTOBER 23-26, 2018

Organiser Contact:

For Exhibitors

Messe Muenchen Shanghai Co., Ltd.
11th floor, PINGAN Fortune Tower
1088 Yuanshen Road Pudong New Area
Shanghai 200122, China
Tel: +86-21 2020 5500
Fax: +86-21 2020 5666, 2020 5688
cbb@mm-sh.com

TERMS AND CONDITIONS

1. Application form

The rental application form together with the Terms and Conditions (jointly as "Contract") comes into force on both parties when Messe Muenchen Shanghai Co., Ltd. has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning has been completed.

Messe Muenchen Shanghai Co., Ltd. is entitled to change the allocation of any stand, in particular of neighboring stands, by the time the trade fair opens. Messe Muenchen Shanghai Co., Ltd. is also entitled to relocate or close entrances to and exits from the trade fairgrounds and halls, and to make other structural alterations. Exhibitors cannot make claims against Messe Muenchen Shanghai Co., Ltd. because of such changes.

Messe Muenchen Shanghai Co., Ltd. may also substantially, i.e. after the rental application form and the stand assignment have been confirmed by Messe Muenchen Shanghai Co., Ltd. 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 to ensure that the facilities and space required for the trade fair are used more efficiently. Should such re-allocation frustrates the main purpose of the Exhibitor to attend this trade fair (for which the Exhibitor shall provide necessary documents and proof upon Messe Muenchen Shanghai Co., Ltd.'s request), the Exhibitor may opt to terminate the Contract according to Article 9 below. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against Messe Muenchen Shanghai Co., Ltd. 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 Contract including these "TERMS AND CONDITIONS", they are nevertheless obliged to pay the participation fee in full and to pay Messe Muenchen Shanghai Co., Ltd. compensation for all damage caused by the Exhibitors, their legal representatives or employees; Exhibitors are not entitled to cancel or terminate the Contract unless the law specifically entitles them to do so.

2. Terms of payment

The deadlines for payment given in the debit note must be observed. This application form is only valid in conjunction with a down payment of 40% of the participation fee (no separate invoicing) to Messe Muenchen Shanghai Co., Ltd. within 30 days after registration; and the balance payable should be paid before 30 June 2018. 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 deadlines for payment given in the debit note served by Messe Muenchen Shanghai Co., Ltd. must be observed. The application form is deemed validly accepted by Messe Muenchen Shanghai Co., Ltd. and the Contract thus concluded only after (i) it has been signed/stamped by the Exhibitor and sent to Messe Muenchen Shanghai Co., Ltd. ("Registration"); (ii) Messe Muenchen Shanghai Co., Ltd. has received a down payment of 40% of the Participation Fee (no separate invoicing) within 30 days after Registration; and (iii) Messe Muenchen Shanghai Co., Ltd. has notified the Exhibitor in writing confirming and accepting the Exhibitor's participation; The balance payable should be paid no later than [90] days before commencement of the respective trade fair. Prior payment in full of the amount invoiced by Messe Muenchen Shanghai Co., Ltd. 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 further 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 of these invoices.

All invoiced should be fully paid in RMB, but on the premise of undertaking all exchange gains and losses arising from the exchange rate differences by itself, the Exhibitor may also adopt EUR or USD as supplementary currencies for the

payment. Aforesaid payment shall be conducted by bank transfer to the below account without any deductions and free of all charges, mentioning the exhibitor's company name as specified in the debit note.

3. Construction of Site

The Exhibitor acknowledges that in respect of any construction to be performed on the site (in addition to that performed or to be performed by Messe Muenchen Shanghai Co., Ltd. of the exhibition) whether by the Exhibitor or through its employees or whether to be performed by a contractor(s) engaged for such purpose by the Exhibitor, the Exhibitor acknowledges that it and its contractor is at all times subject to duties as prescribed in the relevant law of the People's Republic of China and relevant regulations of the venue, and agrees to ensure that all work will be performed and all machinery and parts will be utilized in accordance with the said law. During buildup period, no Exhibitors shall use power, water and gas supplies without prior approval by Messe Muenchen Shanghai Co., Ltd. Furthermore, all the booths designs, or constructions shall not exceed the height limit and influence the exhibition effects of other booths. The Exhibitor shall, upon reasonable requests by Messe Muenchen Shanghai Co., Ltd. make appropriate modifications or rectifications to its own booths.

Other charges: Hall Management Fee for those using their own stand construction

(raw space only). This fee needs to be paid by the Exhibitor to the official stand contractor directly. Exhibitors are supposed to have responsibility for booths cleaning. The Exhibitor furthermore agrees to comply with the requirements of Messe Muenchen Shanghai Co., Ltd. as notified to it from time to time in writing and to liaise with Messe Muenchen Shanghai Co., Ltd. or its representatives should the Exhibitor, for whatever reason, be unable to perform in terms of this condition.

4. Exhibition Facilities

All exhibition areas must be handed over to Messe Muenchen Shanghai Co., Ltd. in their original condition by the stipulated date for completion of dismantling. If the flooring, equipment or neighboring booth are damaged by exhibitors or their suppliers/- contractors, exhibitors shall be obliged to compensate all damages suffered by Messe Muenchen Shanghai Co., Ltd. and any third parties.

5. Cession and Delegation

This Contract is personal to the Exhibitor which may not be assigned to any third party without prior written consent of Messe Muenchen Shanghai Co., Ltd.

This shall not prohibit an Exhibitor displaying the products of a principal for which it becomes an agent, distributor or licensee, which, however, shall require prior written permission of the Messe Muenchen Shanghai Co., Ltd. and be subject to the Contract including these Terms and Conditions.

6. Exhibitors' and Workers' Passes

Exhibitors, their suppliers are all required to put on their respective passes for admission into the exhibition hall.

Exhibitors' passes are intended solely for stand personnel and exhibitors' passes must not be given away or sold to any third parties. Messe Muenchen Shanghai Co., Ltd. reserves the right to take all kinds of measures as it deems fit to tackle any violation in this regard, including but not be limited to immediately invalidate the respective passes, terminating the Contract with the responsible Exhibitor and claim against the responsible Exhibitor for all damages thus incurred to Messe Muenchen Shanghai Co., Ltd. and/or any other third parties.

7. On-site Publicity

Promotional material of exhibitors must conform to all relevant national laws and regulations as well as other event rules applicable in the venue; volume of live demonstration shall not surpass 85 decibel. Exhibitors are not allowed to sell anything out of exhibition range on their booth or any area on the venue. And unless approved by competent authority, the Exhibitors are not allowed to retail any exhibits during the trade fair. Messe Muenchen Shanghai Co., Ltd. reserves the right to take all kinds of measures as it deems fit to tackle any violation in this regard, including but not be limited to immediately cut off the booth power supply or restricting access to the booth.

8. Site Security

In order to insure success and safety of the exhibition, Messe Muenchen Shanghai Co., Ltd. suggests that all Exhibitors and Constructor purchase sufficient public liability insurance, as well as insurance for its staff and exhibits. Exhibitors must comply strictly with the event rules applicable in the venue. Exhibitors shall not damage the facilities of the venue. Inflammable, explosive or corrosive articles and dangerous materials are forbidden to be brought into the venue. Operation of open fires is not permitted. Protection measures are recommended if exhibitors intend to present and / or demonstrate equipment, exhibit or product at his stand. Exhibitors must submit to the Messe Muenchen Shanghai Co., Ltd. full details of any dynamic exhibits involving the use of power, water or gas supplies, which shall be subject to prior written approval of Messe Muenchen Shanghai Co., Ltd. Messe Muenchen Shanghai Co., Ltd. shall be free from any liability caused by any illegal operations by the Exhibitors. The security agency of the venue is not responsible for any loss or damage which may befall any person or property of the exhibition from any cause whatsoever, except for liability arising under statutory laws.

ICBC Shanghai Branch, No2 Business Department
Account Name: Messe Muenchen Shanghai Co., Ltd.
Account No. (RMB and EUR): 1001190709016219311
Swift Code : ICBKCNBJSHI

TERMS AND CONDITIONS

9. Cancellation and Termination

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are substantially changed which frustrate the main purpose of the Exhibitor in attending the trade fair (for which the Exhibitor shall provide necessary documents and proof upon Messe Muenchen Shanghai Co., Ltd.'s request), the Exhibitor is entitled to terminate the Contract within one week upon written notification by Messe Muenchen Shanghai Co., Ltd. Otherwise, apart from the statutory rights to terminate the Contract, the exhibitor has no right to terminate the Contract. As far as the Exhibitor states that he is withdrawing from the exhibition after the Contract is concluded, -regardless whether he has the right or not - Messe Muenchen Shanghai Co., Ltd. is entitled to in its sole discretion (i) deduct from any payment made by the Exhibitor as the liquidated damages for withdrawal as stipulated in the Application Form; (ii) terminate this Contract by serving the Exhibitor a written notice; and (iii) re-let the stand area or use it by itself.. Messe Muenchen Shanghai Co., Ltd.'s right to claim further damages remains unaffected..

Messe Muenchen Shanghai Co., Ltd. is entitled to terminate the Contract by a written notice if (i) the Exhibitor fails to make any due payment to Messe Muenchen Shanghai Co., Ltd. and fails to remedy this within the grace period granted by Messe Muenchen Shanghai Co., Ltd. or (ii) the Exhibitor violates any provision of the Contract which is not remedied within the deadline as reminded by Messe Muenchen Shanghai Co., Ltd. under. Messe Muenchen Shanghai Co., Ltd. also reserves the right not to accept any Application Form submitted if (i) the Exhibitor is in default of down payment which is one of the preconditions for Messe Muenchen Shanghai Co., Ltd. to accept an application for participation (see Article 2 above); or (ii) the Exhibitor violates any instruction or provisions under the Application Form. Messe Muenchen Shanghai Co., Ltd.'s right to claim further damages remains unaffected.

After the rental application form is confirmed by Messe Muenchen Shanghai Co., Ltd., the Exhibitor shall pay compensation to Messe Muenchen Shanghai Co., Ltd. if it withdraws from the exhibition, which compensation shall be: (i) withdrawal earlier than 8 weeks before the show - 20% of Participation Fee; or (ii) withdrawal within 8 weeks before the show - 40% of Participation Fee; or (iii) withdrawal within 4 weeks before the show -100% of Participation Fee.

10. Exemption of Liability and Force Majeure

Messe Muenchen Shanghai Co., Ltd. shall not be held liable in respect of any loss, damage or injury of whatever nature and however arising and by whomever suffered in connection with the exhibition, or the presence of any person or property thereat, due to any failure, interruption, or any change in the venue thereof or the location of the site, except (1) those causing physical injury to the Exhibitor; or (2) those causing losses to property to the Exhibitor by intentional act or due to gross negligence.

The Exhibitor shall further indemnify Messe Muenchen Shanghai Co., Ltd. against any claim by any third party in respect of any such loss, damage or injury suffered by the third party as far as they are attributable to any failure, negligence, act or omission on the part of the Exhibitor or any of its employees, servants, agents, contractors or invitees etc.

Neither party shall be held liable for breach of its obligations if such breach is Neither party shall be held liable for breach of its obligations if such breach is caused by events which qualified as force majeure events under PRC law (i.e. events which are unforeseeable, inevitable and cannot be overcome. Including but not limited to fire, flood, other natural disasters, epidemics, bird flu, act of war, riots, act of public enemies, terrorism, public actions, changes in governmental policies or PRC legislation) duration of the disturbance and within the scope of their effect. The affected party shall immediately inform the other party of such event and shall undertake everything within just and reasonable bounds to limit the impact of such events. Upon ends of force majeure events, the suspended performance shall be resumed immediately.

11. Eligible Exhibits

All exhibits must conform to the relevant range of exhibits for this trade fair and be designated by name and category as filled out on the Application Form. Exhibitors shall not change their company names and exhibits without prior written approval of Messe Muenchen Shanghai Co., Ltd. Otherwise Messe Muenchen Shanghai Co., Ltd. reserves the right to terminate the Contract according to above Article 9. Exhibitors shall remain and display their exhibits until the respective exhibition event is officially closed

12. Photography, filming, video recording, and sketching

Only persons authorized by Messe Muenchen Shanghai Co., Ltd. and in possession of a valid Messe Muenchen Shanghai Co., Ltd. pass explicitly stating recording authorization may film, photograph, or make sketches or video recordings in the exhibition halls. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, Messe Muenchen Shanghai Co., Ltd. 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 Messe Muenchen Shanghai Co., Ltd.'s prior written approval. 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. Messe Muenchen Shanghai Co., Ltd. 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. Such works shall be copyrighted to Messe Muenchen Shanghai Co., Ltd.

13. Intellectual property rights

Exhibitors shall protect their own IPRs during the exhibition. If intellectual property rights disputes occurred during the exhibition, Messe Muenchen Shanghai Co., Ltd. will strictly follow relevant laws and Regulations and inform relevant administrative IPRs department.

Messe Muenchen Shanghai Co., Ltd. expects Exhibitors to respect the intellectual property rights of others. If it is proven by effective court judgment or decision of administrative authorities on intellectual property to Messe Muenchen Shanghai Co., Ltd. that an Exhibitor has infringed the intellectual property rights of others with the articles on display, printed papers, advertising materials, or otherwise, then Messe Muenchen Shanghai Co., Ltd. is entitled, although not obliged, to remove from the offender's stand the exhibits, printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. Messe Muenchen Shanghai Co., Ltd. is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made.

Messe Muenchen Shanghai Co., Ltd. is not obliged to prove justification of its decisions and measures towards the Exhibitor, and the Exhibitor hereby agrees to respect any decision and measures taken by Messe Muenchen Shanghai Co., Ltd. The Exhibitor is not entitled to raise any claim for compensation against Messe Muenchen Shanghai Co., Ltd. unless he proves that the latter is guilty of gross negligence or bad intent.

14. Entire Contract

This document together with the application form constitutes the entire contract between the parties, and no amendment, alteration, variation or waiver of the terms and conditions thereof shall be of any force and effect unless otherwise agreed by the parties in writing.

15. Language

This Contract is prepared in Chinese and English respectively. In case of any discrepancy, the Chinese version prevails.

16. Entire Contract

If any dispute arises between the parties out of or in relation to Contract, including any dispute regarding its breach, termination or validity ("Dispute"), the parties shall attempt in the first instance to resolve such Dispute through friendly consultations. If the Dispute has not been resolved by friendly consultations within sixty (60) days after one party has served written notice to the other party requesting the commencement of such consultations, then any party may demand that the Dispute be finally settled through arbitration with the Shanghai International Arbitration Centre (SIAC) according to its prevail arbitration rules. The arbitration shall be conducted in Shanghai by one (1) arbitrator to be selected according to the prevailing arbitration rules of (SIAC). During the arbitration, the Parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under the contracts, except insofar as the same may relate directly to the Dispute.