

## Application Form (FIE)

Deadline for application: Jan 31, 2018

Company Name			
Address			Postal Code
Telephone	Fax	Website	Legal Representative
Contact: <input type="checkbox"/> Mr. / <input type="checkbox"/> Ms.	Position	Mobile Phone	E-mail
<input type="checkbox"/> (1)Manufacturer <input type="checkbox"/> (2)Dealer <input type="checkbox"/> (3)Importer <input type="checkbox"/> (4)Distributor <input type="checkbox"/> (5)Service Company (multiple entries possible)			

**Note of exhibitor services:** Since the contract takes effect after application, Vision China (Shanghai) project team would provide exhibitors and co-exhibitors a series of exhibitor services. Confirmation letter, marketing promotion, visitor invitation, exhibition notices etc. are all included. Please fill in correct and frequent used email address so as to receive the service emails.

A. Booth Price				B. Product Index	
Square	Unit Price	Early-payment Price (by July 31)	Hall Sqm	<input type="checkbox"/> 1. Core Components of Machine Vision Products	
Raw Space (min 18 sqm)	RMB 2,100/sqm	RMB 1,995/sqm		<input type="checkbox"/> 1.1 Smart Camera	<input type="checkbox"/> 1.5 Accessories
Shell Scheme (min 9 sqm)	RMB 21,150/9sqm	RMB 20,250/9sqm		<input type="checkbox"/> 1.2 Board	<input type="checkbox"/> 1.6 Industrial Lens
Shell scheme booth fee includes space rental, fascia board with company name, partition, carpet and basic furniture (lockable cupboard, square table, folding chairs, waste paper basket, 100W spotlight and 13A/220V 500W socket). The furniture quantity will increase according to the sqm. Please find the details in Exhibitor Manual sent in advance of the exhibition.				<input type="checkbox"/> 1.3 Software Package	<input type="checkbox"/> 1.7 Subsidiary Products
				<input type="checkbox"/> 1.4 Light Source	
				<input type="checkbox"/> 2. Machine Vision Parts	
				<input type="checkbox"/> 2.1 Image Processing System	
				<input type="checkbox"/> 2.2 Machine Vision System	
<b>Subtotal</b>				<b>As a dealer/distributor, please fill in which Brands you will exhibit</b>	
RMB		_____			

C. Promotion Packages (Please choose the package according to your request)					
<input type="checkbox"/> <b>Package A</b> RMB 3,000	Press release / Product profile in Email Direct Mailing (1 issue)	+	Logo on Floorplan & Exhibitor List in Visitor Guide		
<input type="checkbox"/> <b>Package B</b> RMB 7,200	Package A	+	1/4P 4C advertisement in Visitors Guide	+	One Floor Sticker Onsite, diameter 1m

For more marketing details, please refer to <Marketing Brochure>. Any inquiry, please contact:

Messe Muenchen Shanghai Co., Ltd.    +86-21-20205524 (Ms. Ellie Zhang)  
China Machine Vision Industry Union (CMVU)    +86-10-62650570 (Mr. Yin Chao)

**Notes:**

- This application form is only valid in conjunction with exhibitor's company license.
- A down payment of 35% of all participation fee and 100% sponsoring fee (no separate invoicing) to organizer in 30 days after registration. The balance should be paid before December 31, 2017.
- Early-bird price takes effect only valid in conjunction with submission before July 31, 2017.
- After application, compensation shall be charged when withdraw from the exhibition: Earlier than 8 weeks before the show - 35% of contracted amount; within 8 weeks before the show - 100% of contracted amount.
- Please take notice that the attached Participation Terms A are recognized as legally binding in all parts.

**Total:** \_\_\_\_\_

**Remark:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Company stamp and legally Signature:** \_\_\_\_\_



# General Terms of Participation (A)

## TECHNICAL GUIDELINES

### (SHANGHAI)

#### A 1 Application

All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing the "Application" form and submitting it to Messe Muenchen Shanghai Co., Ltd (MM-SH) by the application deadline (see B1). 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 and additionally represented companies must be named on the application form. The same particulars must be specified as for the exhibitor. Incomplete applications cannot be considered. The booth shall be arranged after a down payment of 35% of all participation fee and sponsoring fee.

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

#### A 2 Eligible exhibits and exhibitors

The Participation Conditions A as well as the Technical Guidelines are accepted as legally binding with submission of application documents. 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 contract between MM-SH and the exhibitor is concluded with the admission. According to this contract, MM-SH is authorized to assign a stand area to an exhibitor, which might deviate from the information in the registration 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 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 more far-reaching rights. Exhibitors do not have a legal claim to admission unless such a claim results from the 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 fulfils the conditions for admission. Only declared and admitted articles shall be exhibited. MM-SH has the right to remove any other exhibits at the exhibitor's risk and expense.

Hired or leased articles shall not be exhibited. MM-SH is entitled to remove such objects at the exhibitor's risk and expense. An exception is made in the case of objects which are not part of the exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes). No products may be exhibited that were manufactured by way of exploitative child labor as defined under the provisions set out in ILO Convention 182. Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission. MM-SH may exclude specific exhibition objects from the admission and link the admission with conditions. 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.

#### A 3 Rental contract

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 allocation of the other stands, in particular of neighbouring stands, can change 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 A 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.

#### A 4 Co-exhibitors and additionally represented companies

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.

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 displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies. 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 A. The exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies 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.

#### A 5 Cancelling the contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed so much that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week 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 re-let the stand area or use it itself without being obliged to do so, even if the exhibitor has no right to withdraw from the contract. 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; in the latter case, however, MM-SH is to offset the value of the expense saved and the advantages it has gained by re-letting or otherwise using the given stand space. In addition to re-letting the stand space to another exhibitor, other usage thereof may also and above all involve MM-SH transferring its usage to a third party who would otherwise have been placed elsewhere to avoid giving the impression of a gap in the stand arrangement or re-designing the stand space to conceal the fact that is not occupied.

The exhibitor shall not have more far-reaching rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay 35% of the agreed participation fee as flat-rate compensation for expenses incurred by MM-SH because the exhibitor has withdrawn from the contract without being entitled to do so and has thus, contrary to his duty, cancelled his participation in the trade fair. 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. To the extent that Messe München GmbH has not rented out the exhibition space to another exhibitor, who would otherwise not have been placed elsewhere, but used the space for other purposes, the exhibitor is to pay Messe München GmbH for expenses incurred resulting from this other utilization of the exhibition space.

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 35% for the projected participation price. 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.

Following issued acknowledgement, a compensation shall be charged when the exhibitor withdraws from the contract:

Earlier than 8 weeks before the show – 35% of the participation fee  
Within 8 weeks before the show – 100% of the participation fee

#### A 6 Force majeure, cancellation of the event

If MM-SH is compelled, as a result of force majeure or other circumstances beyond its control (eg, 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.

#### A 7 Participation fees

The participation fees are calculated in accordance with the rates specified in the first page of the application form. Each square metre or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like.

The applicant shall pay 35% of the projected participation price 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 unilaterally the applicant withdraws totally from the undertaking. The exhibitor shall receive a confirmation letter and a debit note for the participation price after admission. The exhibitor should arrange the payment before the deadlines stated in the debit note. The final invoice will be sent to the exhibitor after the full payment. Payment of the participation price 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 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. In order to secure MM-SH's 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. The exhibitor hereby irrevocably authorizes MM-SH that, 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.

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 price 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.

#### A 8 Warranty

Complaints about any defects in the stand or exhibition area are to be made in writing to MM-SH immediately on occupying the exhibition area, and at the latest on the last day for stand assembly, so that MM-SH can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against MM-SH.

#### A 9 Liability and insurance

MM-SH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which MM-SH, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grave breach of duty by MM-SH, its legal representatives or employees. MM-SH is also liable for any damage caused by grave breach of cardinal duties by MM-SH, its legal representatives or employees. In these cases MM-SH is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, at most, however, USD 100,000 per claim. 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 his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and exhibitors and their exhibition articles or exhibition installations and equipment. Each exhibitor is obligated to take out suitable insurance with sufficient insurance coverage with an insurer registered in China and to pay the premiums incurred (including insurance tax) in good time.

**A 10 Photography, filming, video recording, and sketching**

Only persons authorised 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. 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.

**A 11 Catering, deliveries to stands**

Only companies approved for the event grounds may supply exhibition stands with food, beverages and/or flowers. Deliveries to exhibition stands are only permitted with restrictions. MM-SH is authorized to allow deliveries to stands only at certain times.

**A 12 Intellectual property rights**

MM-SH expects exhibitors to respect the intellectual property rights of other exhibitors. If it is proved to MM-SH, by presentation of a court decision, that an exhibitor has infringed the intellectual property rights of another exhibitor with the articles on display, printed papers, advertising materials, or otherwise, then MM-SH 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. MM-SH is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against MM-SH, unless the latter is guilty of gross negligence or wrongful intent. Insofar as an intellectual property panel is active at the fair with MM-SH's approval, the panel members are entitled at all times to access a given exhibitor's stand and examine the exhibits displayed on the stand to determine whether the protected trademark rights, copyrights or competition rights of those persons lodging an appeal with the intellectual property panel are being violated.

**A 13 Exhibitors' passes**

For the time in which the trade fair is held, the exhibitor receives a number of free exhibitors' passes as specified in the Special Terms of Participation. Any additional exhibitors' passes requested are charged for. All exhibitors' passes are numbered and the passes are not transferable. Exhibitors' passes must not be given away or sold to unauthorised third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the trade fair centre without corresponding authorisation from MM-SH. Exhibitors' passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors.

**A 14 Assembly, staffing and dismantling of stand**

The dates for assembly and dismantling, specified in the Special Terms of Participation, must be observed. Stands not occupied by the last day for 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. If they break this rule, MM-SH is entitled to demand a penalty of RMB4,050.

MM-SH is entitled to exclude from future trade fairs 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 Section A 5 or to a claim for all costs thereby incurred by MM-SH.

**A 15 Verbal agreements**

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

**A 16 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 open-air grounds. Exhibitors must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event. MM-SH personnel members are entitled to access the stand of a given exhibitor by order of MM-SH at any time.

**A 17 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. Notwithstanding the provisions set out in Clause A 8, 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.

**A 18 Place of performance, applicable law**

If the exhibitor is a legal person under China law, Shanghai shall be the place of performance, also for all financial obligations. Only China law shall apply.

**A 19 Jurisdiction, arbitration agreement**

The following shall apply to exhibitors incorporated in PR China: If the exhibitor is a legal person under China law, the Shanghai courts shall have jurisdiction. MM-SH is also entitled, if it so wishes, to bring an action against the exhibitor at the court which has jurisdiction at the exhibitor's registered address or principal place of business. The following shall apply to exhibitors incorporated or with their principal place of business outside PR China: If the exhibitor is engaged in a trade or business, Shanghai courts shall have jurisdiction for all disputes arising from or in connection with this contract. MM-SH is also entitled, if it so wishes, to bring an action against the exhibitor at the court which has jurisdiction at the exhibitor's principal place of business.

**A 20 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 fulfil the purpose of the contract concerned.

**A 21 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 Chinese shall prevail.