



Exhibitor Application Form

World of food Beijing

— powered by Anuga

Nov. 18-20, 2015
China National Convention Center, Beijing



Co-located with



China International Dairy Expo 2015



中国食品土畜进出口商会
China Chamber of Commerce of Foodstuffs
and Native Products (CCFNP)



China Sweets & Snacks 2015



中国食品工业协会
China Food Industry Association



2015 China Catering Industry Congress
& The 4th China
International Catering Exposition 2015



中国烹饪协会
CHINA CATERING ASSOCIATION

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1.1 Exhibition

World of Food Beijing 2015 – powered by Anuga

Sweets & Snacks China 2015

1.2 Exhibitor Detail Form

10% Early Bird Discount Until 1st Apr.

We wish to participate in World of Food Beijing 2015 – powered by Anuga:

Name of Company (English): _____

Name of Company (Chinese): _____

Address (English): _____

Address (Chinese): _____

Postal Code: _____ City: _____ Country: _____

Contact Name: _____ Mr. Mrs. Title: _____

Tel.: _____ Fax: _____ Email: _____

I am a Manufacturer Agent/Distributor representing the following brands:

1. _____

2. _____

1.3 Booth Rate

Space Requirement (please tick appropriate box)

Space only (min. 24 sqm)

EUR 195 / SQM

Size Req: _____ sqm.

Space with Shell Scheme Package

EUR 230 / SQM

Size Req: _____ sqm.

Space with Premium Scheme Package (min.18sqm)

EUR 265 / SQM

Size Req: _____ sqm.

Catalogue Ad (1 page, full color) EUR 550

Logo in catalogue listing EUR 60

Wine Package +35 EUR / SQM

We request for stand N° _____. Requesting a special position is without any obligation.

* Two Sides Open Booth miniature space is 15 sqm

* Peninsula Booth miniature space is 24 sqm

1.4 Booth Requirements

Comments relevant to your request allocation, but not a condition of exhibitor's contract

Comments relevant to your request allocation, but not a condition of exhibitor's contract

1.5 Index of Products

Please complete Appendix overleaf

In returning this space application the exhibitor agrees to abide to all points of the enclosed Conditions of Participation of Koelnmesse Co Ltd.

Name and title of signatory

Company stamp and legally binding signature

1.5 Products Categories

Yes, we want to be listed in the List of exhibitors by products categories. Please make X to choose your products categories:

Fine Food

Staple Foods
Rice & Rice Products
Canned Food
Ready-Meals & Soups Products
Condiment
Others

Dairy

Milk & Dairy Products
Pasteurized milk
Sterilized milk
Yogurt
Formula milk
Evaporated milk
Sweetened condensed milk
Flavored condensed milk
Formula condensed milk
Others

Cream & Cream Products

Single cream
Cream
Anhydrous butter
Cheese
Natural cheese
Processed cheese
Butter
Others

Milk Powder

Whole milk powder
Skimmed milk powder
Sweetened whole milk powder
Flavored milk powder
Infant formula milk powder
Others formula milk powder
Others

Milk nourishments, health products

Ingredients for dairy
Dairy inspection technology and equipment
Dairy production equipment and accessories
Others

Frozen Food

Frozen Ready-Meals
Frozen Baked Goods
Ice Cream
Frozen Dairy Products
Other raw ingredients and auxiliary agents
Others

Bread and Bakery

Cake
Bread
Moon Cake
Filling
Raw materials and ingredients
Others

Meat

Fresh Meat
Fresh Poultry
Cured Meats
Meat Products
Poultry Products
Frozen Meat
Others

Seafood

Frozen Seafood Products
Fresh Seafood
Frozen Seafood
Processed Seafood
Ready-meals Seafood
Others

Sweets, Confectionery, and Snacks

Sweet
Chocolate
Snacks
Dried Fruit & Nut Fruit
Preserves
Biscuits
Jam
Honey
Raw materials and ingredients
Others

Coffee and Tea

Coffee Bean
Tea
Coffee Processing
Filtration & Cleaning Products
Machinery & Equipment
Raw materials & ingredients
Tools & Accessories
Suppliers & Services
Others

Oliver oil & Edible Oil

Oliver Oil
Soy Oil
Vegetable oil
Bean Oil
Others

Beverage (Non-alcohol)

Fruit Juice
Soft Drinks
Energy Drinks
Mineral Water
Tea-based Drinks
Others

Alcohol (Wine)

Beer
Red Wines
White Wine
Rice Wine
Fruit Wine
Sparkling Wine
Champagne
Brandy
Whisky
Vodka
Rum
Liqueurs
Sake
Cocktails
Raw Materials
Other Spirits
Others

Vegetable & Fruits

Fresh Vegetable
Fresh Fruits
Vegetable Products
Fruit Products
Frozen Vegetables
Frozen Fruit
Raw materials and ingredients
Others

Organic Food

Organic Rice & Rice Products
Organic Grain Products
Organic Milk & Dairy Products
Organic Meat & Meat Products
Organic Baked Goods
Organic Drinks
Others

Food Service

Kitchen Technology
Catering Technology
Refrigeration Technology
Construction technology, furnishing and equipment
Information and billing systems
Rinsing, cleaning and disposal technology
Distribution systems/table and serving equipment
Others

Association & Organization

Government
Association
Institute
Training
Consulting
Media



World of Food Beijing 2015 – powered by Anuga
China National Convention Centre, Beijing
November 18-20, 2015

Conditions of Participation Special Section A

1

The fair
The organizers
The venue
The dates

(a)
World of Food Beijing 2015 – powered by Anuga is being organised by Koelnmesse Co., Ltd
Unit 0906, Landmark Tower II,
No. 8 Dongsanhuan North Road,
Beijing 100004
PR China

- Hereinafter referred to as the organizer.

(b)
The exhibition is being held from Wednesday 18th to Friday 20th November, 2015 at China National Convention Centre, Beijing

(c)
The exhibition is open to exhibitors on Nov.18-20 from 8.30 a.m. to 5.30 p.m. and to visitors on Nov.18-20 from 9.00 a.m. to 5.00 p.m. (admission up to 4.30 p.m.)

(d)
The period for setting up is from Monday Nov.16 to Monday, Nov. 17, 2015, daily from 9.00 a.m. to 6.00p.m. The period for dismantling for is on Friday, Nov. 20 2015, from 16.00 p.m. to 22.00p.m.

2

Eligibility to take part

(a)
Exhibitors should be manufacturers of goods that are included in the nomenclature of the exhibition (cf. No. 1 "Space Application Form") and if they are produced by the exhibitor at his own manufacturing plant or are offered as parts or accessories thereof.

(b)
Admission is also open to exhibitors displaying items which, in accordance with the list of goods are in keeping with the overall theme of the event and which the exhibitor has had manufactured under his own name, provided that the items in question are aimed at retailers and other marketing agents.

(c)
You can as well take part as a servicing company with your own products if your service activity is mentioned in the list of main product categories (cf. No. 1 "Space Application Form").

(d)
The organizer will decide upon the acceptance of firms or products.

3

Allocation of Show Space

(a) Allocation of Exhibition Space

After receiving the down payment from the exhibitor, this contract comes into effect; Organizer will allocate the space in accordance with specific conditions of the exhibition and send a confirmation of confirmation letter to the applicant, the applicant shall become permitted exhibitor once it confirms the allocation space in written form and pays in full its booth fee, in

case of disputes, organizer reserves the right of final decision.

(b) Change of Allocation

Even if the allocation of booth space comes into force, Organizer may change the allocations (including but not limited to making rearrangements to the area, location, dimensions and types of the booths, changing the location of the passage, the entrance and the exit) for the following purposes: to maintain the exhibition's safety reasons or public order, to keep exhibition's overall lay-out and integrity, to use the venue space and facilities in a more effective way, to observe the laws and policies in the PRC and the orders relevant administrations, and other purposes for which relocation is deemed reasonable and inevitable.

If exhibitor does not accept the change of allocation set forth in this section, it has the right to terminate the contract and shall inform organizer in writing one(1)week upon receipt of organizer's written notice of change of allocation. In this case booth fee already paid by exhibitor will be refunded, but such exhibitor will no longer be entitled to any further rights of a permitted exhibitor. If organizer receives no such written notice to terminated this contract from exhibitor within one(1)week as set above. It shall deem that exhibitor has accepted the change of allocation.

After the booth space allocation is confirmed, if exhibitor hopes to cancel or deduct the confirmed exhibition space, it must submit a written notice to organizer explicitly indicating its decision of cancellation or deduction. Such written notice shall be signed by exhibitor's authorized representative and sealed with exhibitor's company stamp. A certain portion of fee for the cancelled or deducted area of which the amount may vary according to the date of submission, will be charged to exhibitor, if exhibitor's written notice of cancellation or reduction is submitted Four (4) months (i.e. July 18th 2015), prior to the exhibition's opening date, ten percent (10%)of the fee for the cancelled or deducted booth space has to be charged. If the notice is made Three (3) months (i.e. August 18th 2015) prior to the exhibition's opening date, Thirty percent (30%) of the fee for the cancelled or deducted booth space has to be charged. If the notice is made One (1) month prior to the exhibition's opening date, the booth fee for the cancelled or deducted exhibition space in full amount will be charged. If exhibitor cancels its booth space, organizer has the right to reallocate the cancelled space and terminate with contract.

4

Participation costs

Your participation will entail the following costs:

(a)

Stand costs

aa)

In the halls per square metre excluding stand construction, excluding provision of stand partition walls (minimum size 24 sq.m.) **EUR 195 /sqm**

The construction of the stand shall be the obligation of the exhibitor.

The stand costs for space only include the rent for the exhibition space for the entire duration of the event including the build up and dismantling periods, a specific number of exhibitor and work badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning, use of electricity on the stand, general surveillance of the halls and cleaning of

the aisles; consulting on organisational matters by the organizer employees, catalogue entry according to Item 7.

The stand costs do not include the installation and use of compressed air, the installation of water connections and the use of water on the stand.

ab)

In the halls per square meter with Standard stand construction (Minimum size 9 sqm) **EUR 230/sqm**

The stand costs for the Standard Shell Scheme include the rent for the exhibition space for the entire duration of the event including the build up and dismantling periods, a specific number of exhibitor and work badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning, electrical consumption, general surveillance of

the halls and cleaning of the aisles; consulting on organisational matters by Koelnmesse Co Ltd employees, catalogue entry according to Item 7.

The stand costs do not include the installation and use of compressed air, and the installation of water connections on the stand.

General setting up and dismantling of the stand, incl. all additional costs consisting of:

- Cleaning of the booth areas
- Laying carpet over the entire booth area
- Booth partition walls (rear and side walls) as per stand space
- Fascia Board with Company Name in English and Chinese
- Booth furniture per booth: as specified in Form "Shell Scheme Specification"

(c) Down payment

The applicant will be invoiced 50% of the projected participation fee shortly after its application, the applicant should remit the down payment according to notice in One(1) Month, if the applicants have not been approved to participate in the exhibition, the down payment will be refunded. Only once confirmed the receipt of the down payment shall this contract deem to be effective.

5

Fitting and arrangement of the stands

(a)

Please take into account that where necessary hall pillars and other permanent construction features are contained in the rented stand spaces, the participation fee is calculated on the basis of the exact measurements of the stand space allocated.

(b)

Stand construction will only commence if the exhibitor orders Standard stand construction.

(c)

Any individual stand construction must be approved in advance by Koelnmesse Co., Ltd and the hall proprietor in writing. The stand must be constructed to comply with the dimension of the space allocated. Plans for non-standard structures or designs for stands with meeting rooms or where technical calculations are required, as well as plans for technical fittings should be submitted to Koelnmesse Co., Ltd and the hall proprietor in duplicate for perusal not later than 6 weeks prior to the beginning of the event.

In the event of these plans having to be scrutinized by the proprietor of the halls, Koelnmesse Co., Ltd shall assume responsibility for forwarding them as commissioned by and for the account of the exhibitor and shall notify the exhibitor of the outcome. Koelnmesse Co., Ltd will not release the exhibitions space in question for construction work until the results of the inspection have been received.

Any other fitting and arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitions company's name must be clearly visible on each stand. Each Shell Scheme exhibitor will receive a stand sign with number of the booth according to the stand confirmation. The stand sign has to be clearly visible during all the exhibition time.

(d)

Double Storey Booths

Apart from the mentioned rules & regulations, exhibitors and their appointed contractors who plan to build double storey stands must comply with the following:

1. The exhibiting company of the lower tier of a particular booth must be same as that of the upper tier.
2. The rental rates for the contracted floor area at the upper tier shall be one third (1/3) that of the lower tier. The rental rates for the contracted floor area at the upper tier shall be one third (1/3) of the rental for the lower tier. That is, the rental rate for the upper tier floor area is RMB 180/sqm

3. Double storey booths will only be allowed provided the minimum contracted floor area for the lower tier of the particular booth is 60 square metres and that the minimum length of any dimension of that area is **5 metres**.

4. The contracted floor area of the upper tier shall not exceed 50% of the contracted floor area of the lower tier of the particular booth.

5. All booth designs and stand construction must be approved in advance by the organizers and the hall proprietor in writing. Special structures are restricted to a distance of 1m away from the dividing walls of the neighbouring stands.

6. The design, construction and tear-down of double storey stands are to comply with the guidelines, rules and regulations laid down by the relevant authorities including the Fire Safety Bureau, the Organizer and the Venue Owner.

7. Exhibitors having Special Design booths are advised to use the service of the Official Stand Contractor appointed by the Organizer to undertake the job as this will facilitate convenient installation. Otherwise, exhibitors are required to obtain consent from the Organizer before any of their own contractors are allowed to work onsite. The Organizer reserves the right to reject any contractor and design they deem inappropriate.

8. Each booth must have its own panels and it is not permitted to use the neighbour's panels. If any panel is higher than the one behind it, acceptable decoration or material must cover the back of that panel.

9. The Exhibitor may employ a contractor of his choice to construct and install any stands they may require. The name of the contractor must be given to the Organizer by completing the relevant Form in the manual. Failure to obtain written approval can result in costly alterations onsite such as when designs or installations violate fire and safety, stand height and boundary or any space contract rules and regulations. When the Exhibitors appointed contractor is not the Official Stand Contractor, this contractor will be required to lodge with the Organizer a refundable deposit based on the contracted space.

10. This is to ensure that the rules and regulations are abided by and to cover any damages arising directly from any infringement. This is without prejudice to any additional claims the Organizer may have on the contractor if the damages exceed the deposit.

6

Exhibitors' cards and cards for stand construction personnel

(a)

As an exhibitor you will receive:

Size of booth	Quantity of badges (max.)
Up to 12 sqm	3
13 – 24 sqm	6
25 – 36 sqm	9
37 – 48 sqm	12
More than 48 sqm	15

The badges will be valid from the first day of the setting up until the last day of the dismantling of the stand.

Used exhibitor cards, i.e. those with the names of stand personnel printed on them, may be exchanged once for new cards free of charge in case the stand Personnel will be replaced during the exhibition. The new cards can be obtained at the exhibitors' service office.

You can order additional passes with the correct order form in the Exhibitor Manual.

(b)

You will also receive free badges to enable the company personnel to enter the trade fair complex for the purpose of erecting and dismantling the stand. These badges are only valid up to the beginning and after the end of the exhibition. They do not entitle the holder to enter the complex during the exhibition. Exhibitors can order these passes with the correct order form in the Exhibitor Manual.

Non-company stand designers require a special permit to undertake construction work in the halls.

7 Rules of Sale Sales Restrictions Penalties

(a)
In view of the special trade character of World of Food Beijing 2015

(1) It is not permissible to openly mark prices on exhibited products
(2) It is not permissible to offer, sell or otherwise transfer articles which are related to the theme of this fair (cf. No. 1 "Space Application Form") to the final consumer.
Such transactions are prohibited throughout the entire fair, including the initial set-up and the final dismantling phases.

(b)
In view of these special trade character and prestige of World of Food Beijing 2015 and rules governing equality of opportunity, it is essential that the regulations stated in subsection 6a are observed strictly and without exception.

(c)
Organizer has the right to

(1) Immediately close the stand of an exhibitor who violates (has violated) the sales restriction stated in subsection 6a. The stand will be closed while World of Food Beijing 2015 will still be in progress and without a court order being required. The organizer is entitled to retain any and costs or expenses relating to his participation in the exhibition and/or

(2) The organizer has the right to deny admission to any exhibitor who has violated the sales restriction in subsection 6a. Compensation or claims for reimbursement by the exhibitor are ruled out in the case of the afore-mentioned measures.

8 Catalogue

The organizer issues for their fairs and exhibitions a catalogue which includes an alphabetical list of firms, a list of goods and advertisements. This makes the catalogue an important and up-to-date source of reference for all interested persons and also gives it added value after the fair. The space application includes free entry in the Trade Fair Directory, including name and address of exhibitor, executive, telephone and fax. The reproductions of logos and texts as well as advertisements are offered separately in the Application Forms and are subject to an extra charge. All entries in the catalogue must be submitted to the organizer or to the company commissioned by the organizer 6 weeks prior to the first day of the event. The organizer of the fair reserves the right to commission a third company with the production of the catalogue. The organizer does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing. The advertiser shall be responsible for the subject matter of advertisements and entries and for any omission or mistake resulting from them.

9 Verbal agreements

Any verbal agreements, individual permissions and exceptions outside the framework of these contracts are not valid until confirmed in writing by the organizer.

10 Exhibitor Manual

After signing the Space Application Form and the formal admission of the exhibitor by the organizer, the exhibitor will receive the Exhibitor Manual. In this manual the exhibitor can order the different free-of-charge and chargeable services (such as e.g. additional furniture, additional stand cleaning, extra stand security, etc.) that the organizer offers.

11 General Conditions of Participation

We would like to draw your attention to the provisions contained in the General Section of the Conditions of Participation, which shall form part of the agreement between the organizer and the exhibitor.

Any and all disputes arising out of or in relation to your participation in the above mentioned fair shall be subject exclusively to the laws of China. Place of jurisdiction shall be the competent court at the registered office of the organizer.

General Conditions of Participation

I. Application

1 The regulations stipulated in the Special Conditions of Participation shall prevail over the regulations stipulated in these General Conditions of Participation should there be a conflict between the regulations stipulated in the Special Conditions of Participation and the regulations stipulated in these General Conditions of Participation. The house rules, the technical specifications and the regulations stipulated in the Special Conditions of Participation constitute also a part of the contract.

2 The application shall constitute a legally binding offer of the exhibitor to conclude a contract from the date the organizer receives the application, irrespective of acceptance; the application cannot be appended with conditions or reservations.

II. Acceptance / Transfer of Stand Space / Contractual Obligation

1 The organizer shall accept the application in accordance with the Conditions of Participation, which apply to all participants (acceptance).

2 The acceptance is subject to the organizer's discretion. If the number of application forms complying with the requirement profile and received by the organizer prior to the expiration of the registration period exceeds the number of available exhibition space, the organizer shall have the right to make a discretionary decision regarding the admission of applicants to the exhibition.

3 The exhibitor may be disqualified from admission to the exhibition, if the exhibitor failed in the past to fulfil his financial obligations vis-à-vis the organizer at any time, or if he failed to fulfil such financial obligations within the prescribed period of time.

4 The legally binding contract shall be concluded upon written notification of acceptance. Should the content of the acceptance differ from that of the application (registration), the contract shall be concluded under the terms of the acceptance – even if the acceptance differs from the application – unless the applicant objects in writing within 2 weeks after receipt of the acceptance. At the beginning of the period, the organizer has to particularly point the exhibitor to the right to object and the consequences of the non-objection in writing. The same shall apply, if it is necessary to postpone the event or to transfer the venue of the event, provided that the change can be regarded to be reasonable; in this case, the corresponding notification of change from the organizer shall supersede the admission.

5 The acceptance only applies to the respective event, the company or corporation applying, its products and services. Products, which do not conform to the list of permitted goods, must not be exhibited at the trade fair.

6 The organizer allocates stand space in accordance with the exhibits being registered to belong to a certain topic or theme within the exhibition.

7 There is no legal entitlement for the allocation of stand space in a certain hall or in a certain hall area. If deemed necessary by the organizer, the organizer is entitled to subsequently allocate the stand space other than stated in the acceptance, to change the size and dimensions of the stand space, to relocate or close entrances or exits from and to the stand and to undertake structural changes in the exhibition halls without legal claims

against the organizer, provided there is substantial cause for doing so. In the event of a reduction in stand space size, the exhibitor will be credited with the prorated difference arising from the correspondingly lower space cost. The exhibitor will be notified without undue delay, if the stand space becomes unavailable due to reasons, which are beyond the organizer's control. In this case, the exhibitor will be entitled to a reimbursement of the participation fee. Any further claims for damages, exceeding the aforementioned reimbursement, shall be expressly excluded.

8 Any complaints by the exhibitor must be submitted in writing without undue delay but at the latest while the event is in progress; the organizer cannot consider complaints at a later date.

9 Furthermore, the organizer shall have the right to rescind the contract for a substantial cause. Such a substantial cause shall be constituted, in particular, if an admissible application for opening insolvency proceedings against the exhibitor's assets has been made or such an application has been dismissed due to lack of funds. The exhibitor must inform the organizer of such circumstances without undue delay.

10 The organizer is entitled to rescind the contract, if the event utilization falls below 50% of the rental stand space. In this case the organizer is not liable for any damages or losses but has to refund already paid fees or down payments.

11 After the binding registration and the consequent acceptance, release from the contractual relationship is not possible without the organizer's consent.

12 The organizer may agree to the request for release from the contract only in exceptional cases, e.g. if the stand space in question can be rented to another exhibitor. In this case, the organizer is entitled to demand liquidated damages in the amount of 25 % of the participation fee without providing any proof. The exhibitor shall have the right to prove that a damage or loss has not been incurred or that the quantum of damage or loss incurred is considerably less. In addition to the liquidated damages, the exhibitor is liable for catalogue fees and other costs and expenses, which in particular, have been incurred as a result of a claim by a third party. The occupancy of stand space by an already accepted and allotted participant by means of a stand exchange does not constitute a mitigating form of stand area rental.

13 Should the exhibitor fail to assume the stand space allotted to him at the beginning of the construction period, the organizer will demand the exhibitor to assume the stand space by setting a reasonable timeframe.

14 Should the timeframe set in accordance with II 13 fruitless expire, the organizer shall have the right to rescind the contract and to assert a claim for damages due to non-performance.

15 The following cases will fall solely within the exhibitor's scope of risk:

- a)** the products, which have been stipulated for the presentation, cannot be introduced at the venue of the event due to legal requirements prevailing there or due to other reasons, or
- b)** such products do not arrive in time, do not arrive undamaged or do not arrive at the venue of the event at all – e.g. as a result of any loss, delay in transport or customs, etc. – or
- c)** The journey, the journey of the exhibitor's employees or the exhibitor's stand or installation personnel is delayed or becomes impossible. The exhibitor will in all these cases remain under the obligation to pay all the contractual charges and fees agreed upon.

16 After the exhibition has ended the exhibitor is obliged to leave and return the allotted stand space in a condition that equals the condition when the exhibitor took over the stand space. The timeframe in which the exhibitor has to leave shall be determined by the organizer in the Special Terms of Participation. Should the exhibitor fail to comply with this obligation to vacate in time, the organizer is entitled to remove the exhibitor's belongings from the exhibition place on the exhibitor's expense. Furthermore the organizer shall have the right to sell the exhibitor's belongings and to set off claims against him.

III. Construction and Arrangement of Stands

1 All stand constructions and stand designs must comply with statutory safety regulations, and comply with the specified requirements stipulated in the Special Conditions of Participation.

2 All stand construction service providers must have a special permit from the organizer in order to construct the trade fair stands in the exhibition halls. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., may be ordered exclusively through the organizer by means of special order forms and against a separate charge, whereas the charges shall be in accordance with the usual charges being market price at the place of venue.

3 For the duration of the event the stands must display the exhibits and be staffed by personnel as stated in the acceptance.

4 The organizer is entitled to demand the removal of exhibits from the stand, which could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk due to their odor, noise, other emissions or appearance. Furthermore, the exhibitor will be responsible for ensuring compliance with all statutory provisions of the host country. In case of non-compliance, the organizer shall also have the right to demand the removal of exhibited articles or the forbearance of a certain activity. Should the exhibitor fail to comply with this demand without undue delay, the organizer is entitled to have the exhibits in question removed at the exhibitor's expense and risk and to close the exhibitor's stand, without any claims for loss or damages against the organizer.

5 The exhibitor is obliged to co-ordinate the construction and design measures for his stand with the organizer in advance. The organizer has to notify the exhibitor about any requested amendments or alterations as early as possible. Furthermore, the exhibitor is obliged to inquire about the relevant statutory regulations, laws etc. or building regulations on his own initiative. Should the exhibitor violate those regulations, the organizer is entitled to vacate or alter the stand on the exhibitor's expense. The organizer does not assume liability for any information provided by him.

IV. Participation Fee and Other Costs / Terms of Payment

1 The amount of the participation fee, the down payment as well as the flat-rate cost of energy will be calculated according to the rates specified in the Special Conditions for Participation. The Invoicing amount will be calculated on the basis of the total stand floor space as allocated and will not exclude any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings.

2 After the exhibitor's admission, the exhibitor will receive an invoice for the participation fee and other costs and possibly a registration fee invoice. The invoice less the down payment must be paid not later than 10 weeks before the commencement date of the event. The aforesaid invoice amount is to be paid in full without any deductions. Invoices being issued less than 10 weeks prior to the commencement date are due immediately.

3 The organizer is entitled to request a down payment whereas the due day of such down payment is stipulated in the Special Conditions of Participation or the down payment invoice. The rates contractually agreed upon (in the acceptance) are net fixed rates plus legally applicable taxes.

4 The organizer shall have the right to increase the rates by the amount of the corresponding cost increment in the event of any increase in its own prime cost, particularly as a result of higher production, purchasing and labour costs as well as higher fees, taxes and other fiscal charges imposed at the venue of the event. Should the increment exceed 10 % of the rates being published by the Organizer in the application forms the Organizer grants the exhibitor the right to terminate the contract within 10 working days from the date of the receipt of such an increment notice.

5 The payment of all invoices on or before the due date shall be a prerequisite for the occupation of the stand space.

6 Failure to conduct payment in time will result in interest charges amounting to 6% per annum. Should the damages incurred by the organizer

exceed this interest amount, he shall be entitled to these additional damages. The claim for compensation will cease or be reduced, if the exhibitor may prove that the organizer has incurred substantially less or no damage as a result of the payment default.

7 Should settlement of the invoice not be effected within the deadline (due date), the organizer is entitled to terminate the contract.

8 As a security for all claims the organizer might have against the exhibitor, the organizer has a pledge on all movable objects belonging to the exhibitor on the stand area.

9 Any services that the organizer has provided will be invoiced either in EUR, in USD or in another currency to be determined by the organizer at the organizer's discretion. The exhibitor is obliged to pay the amount and currency stipulated on the invoice ("billing currency"). Should the organizer, as a courtesy, accept settlement of the invoice in a currency other than the billing currency, such payment must be calculated based on the conversion on the official buying rate of the billing currency on the date of payment. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are at the exhibitor's expense.

10 Any complaints relating to the invoice must be made in writing, without undue delay, at the latest 2 weeks after receipt; complaints submitted at a later date cannot be considered.

11 Any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings in the stand space do not entitle the respective exhibitor to any reduction in the participation or other costs.

12 The organizer shall also be entitled to the payment of the full amount, should the exhibitor fail to fulfil any of his contractual obligations. This does not affect further claims for damages. Should the organizer fail to fully or partially fulfil his contractual obligation, the exhibitor is entitled to a proportional reimbursement of any payments already made by the exhibitor. Exceeding claims are excluded in accordance with section VII.

13 In the event of counter claims being made against those claims arising from the contract, the exhibitor may only set off or assert his right of retention in as far as these claims are undisputed or have been awarded by an enforceable judgement.

14 Should an invoice upon request of the exhibitor be sent to a third party, this does not constitute any waiver of claims or obligations of the exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.

15 All payments being due to the organizer must be made in full without deductions, whereas bank charges, currency exchange fees etc. have to be borne by the exhibitor or debtor.

V. Co-exhibitors, Additional, Group and Joint Stands

1 Stand spaces shall be rented out only as a whole unit and only to one contracting party. The exhibitor is not permitted to relocate, exchange, share, or in any other way make the stand space allocated to him completely or partially accessible to third parties, without the prior consent of the organizer.

2 Use of the stand area by another company with its own products and own staff (co-exhibitor) requires a special application for admission and the consequent approval by the organizer. This also applies to companies for which one of the requirements mentioned (own products or own staff) is not fulfilled (additionally represented company). Companies, which are members of a corporate group as well as subsidiaries, are considered to be co-exhibitors. The organizer reserves the right to demand an additional participation charge and other costs for the admission of co-exhibitors/ additionally represented companies. Such charges and costs will be invoiced to the exhibitor.

3 Co-exhibitors and additionally represented companies are accepted only under the conditions stipulated in section II of these General Conditions of

Participation; these Co-exhibitors and additionally represented companies are equally subject to the Conditions of Participation as they apply to exhibitors.

4 Should an exhibitor accommodate a co-exhibitor or an additionally represented company without the express permission of the organizer, this shall entitle the organizer to immediate termination of the entire contract and to have the stand space vacated at the exhibitor's risk and expense.

5 After the acceptance has been received, the contractual relationship remains exclusively between the organizer and the exhibitor, who is liable for his and the co-exhibitor's and the additionally represented company's non-performance, breach of contract etc.

6 Should several exhibitors wish to participate at the event together on one stand, the General and Special Conditions of Participation are binding for each exhibitor. In addition, they are obliged to name a contact person in their application, jointly appointed as an authorized representative. Moreover the conditions stated in section IV apply analogously. In the event of permitted joint use of the stand space, all exhibitors are liable to the organizers for payment of the participation and other costs and the fulfilment of other obligations – regardless on which legal grounds – as co-debtors.

VI. Domestic Authority

1 The organizer has the right to establish rules of the house for every event. These rules come into force after their publication at the place of the event. The rules of the house become part of the contract. There is no obligation to hand out these rules of the house to each exhibitor and the exhibitors have to inform themselves about the content of the rules of the house.

2 The organizer shall exercise domestic authority throughout the exhibition area. The organizer is entitled to have exhibits removed from stands if their display contravenes statutory laws, is offensive or do not comply with the list of permitted goods.

3 The promotion of political and ideological contents is prohibited. In the event of serious offences against these Conditions of Participation, the organizer is entitled to close the stand or have it vacated.

VII. Warranty / Liability / Insurance

1 The organizer does not assume any obligation to exercise proper care of exhibits, stand fittings and objects, which are the property of the stand personnel. Any liability for damages and losses is expressly excluded, if it is possible to underwrite the risks. This does not affect the liability incurred by wilful acts or grossly negligent misconduct. This exclusion of liability is not affected by security measures of the organizer.

2 Within the scope of liability, the statutory regulations concerning the burden of proof shall continue to apply; they will not be affected by this clause except in cases concerning liquidated damages.

3 It is recommended to conclude an exhibition insurance policy, which can be obtained via the Exhibitor Service Manual. In addition the exhibitor may order special security measures by applying so with the corresponding form in the Exhibitor Service Manual.

4 The exhibitor is liable to the organizer for any damage inflicted on the organizer, provided that such damage is attributable to the exhibitor's culpable (wilful action or negligence) action or the culpable action of the exhibitor's personnel, the exhibitor's employees or any third party which the exhibitor has appointed or any other third parties, whose services the exhibitor is using for the purpose of fulfilling his obligations.

5 Instead of proving the quantum of an incurred damage, the organizer shall be entitled to demand liquidated damages in the amount of 25 % of the participation fee (including rent and additional services) without providing any proof. However, in this case the exhibitor shall have the right to prove that a damage or loss has not been incurred or that the quantum of the damage or loss incurred is less than the liquidated damage. The organizer

may choose to claim damages exceeding the amount of 25 % of the participation fee if the organizer can prove such higher damage.

6 The exhibitor is obliged to strictly comply with the Technical Guidelines, which will be handed over to the exhibitor by the organizer, as well as with the information from the organizer's circular letters with regard to questions on the preparation and implementation of the event. The exhibitor is furthermore obliged to inform himself about legal requirements and necessary permits and to obtain the same.

7 The organizer may request from the exhibitor to obtain an insurance to cover certain risks, which have been specifically addressed to the exhibitor.

8 In the event of any claims regarding fatal injuries, bodily or health injuries, the organizer shall be liable for damages caused intentionally or by gross negligence in accordance with statutory obligations. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organizer.

9 The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organizer for the performance of the contract. However, all claims shall be restricted to the payment of typical, foreseeable damages. Furthermore, the organizer shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall include only those contractual obligations, which are indispensable to the execution of the contract. This applies to all claims, which could arise as a result of, and in connection with, this contract. If the organizer is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone, shorten or extend the event as the result of a force majeure, or for other reasons beyond his control, the exhibitor is not entitled to any claims, in particular, not to claims for damages or losses against the organizer.

10 The responsibility of the event organizer is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation. If a contract provides for the procurement of certain items, the organizer does not assume the risk of procurement, unless expressly agreed otherwise in individual cases.

11 The warranty period for deliveries of new items is 1 year if there is no shorter statutory warranty period applicable. For second hand articles, any liability based on warranty is excluded. There is no warranty or liability for normal wear and tear, force majeure, faulty or negligent handling, excessive demands or failure to comply with statutory provisions or operating instructions.

12 The exhibitor shall be liable and bear the risk for all damages incurred during transportation to and from the exhibition venue including all damages incurred during transportation within the exhibition building.

VIII. Period of Limitation

Any claims of the exhibitor, which may be asserted against the organizer and which may arise from the contractual relationship, as well as all other claims relating thereto, shall become time-barred after one year, unless a shorter statutory limitation period applies or the liability of the organizer results from an intentional action. The longer statutory limitation period for tortious claims, fraudulent intent and culpable impossibility of performance shall remain unaffected. The limitation period shall commence at the close of the month, in which the closing date of the event falls.

IX. Reservations / Final Provisions

1 The exhibitor is solely responsible for compliance with all the laws, guidelines, and other regulations being applicable at the place of venue of the event, even if the contents of the organizer's conditions for participation deviate from such regulations. The exhibitor must inquire about the relevant regulations prevailing at the venue of the event promptly and comprehensively, and thereby obtain the required information. The organizer will not assume any liability for damages and other losses, which might result from any non-compliance with this obligation.

2 The organizer shall have the right to postpone, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, as well as individually or collectively, if such an action is required due to unforeseen events such as force majeure, natural disasters, wars, disturbances, strikes, breakdown or obstruction of traffic and communication. In the event of any postponement, shortening, extension or termination, the exhibitor shall not be entitled to the payment of any resulting damages, which the exhibitor may suffer. The exhibitor shall have the right to rescind the contract, if he loses interest in participating because of such an action and if the exhibitor consequently waives the reservation for the stand space allotted to him. Upon full knowledge of the change, the rescission of the contract must be declared in writing and without undue delay.

3 In case of the cancellation of an event, the organizer shall not be liable for damages and/or other losses, which might be incurred for the exhibitor. Upon request of the organizer, the exhibitor will be obligated to defray a reasonable share of the expenses resulting from the preparation of the event. The amount of the share to be paid by each exhibitor shall be stipulated by the organizer after consultation with the business organizations concerned, whereas the maximum shall be 5% of the total costs. By signing the application form the exhibitor acknowledges the organizer's Conditions of Participation (the General and Special Sections) together with all other regulations relating to the contractual relationship, as legally binding.

4 Should these provisions be or become partially legally invalid or void, this shall not affect the validity of the remaining provisions or the contract. In this event, the parties bind each other to replace the invalid provision with a valid provision that comes to the commercial purpose of the invalid provision as close as possible. The same applies to loopholes.

5 All agreements, approvals and alterations to the contract must be made in writing. The same shall also apply to any amendment or waiver of this written-form clause itself.

X. Place of Fulfilment / Place of Jurisdiction

1 Place of fulfilment for monetary obligations of the exhibitor – no matter on which legal basis – shall be the principal place of business of the organizer as far as there is no other place of fulfilment stipulated in the Special Terms of Participation.

2 The place of jurisdiction, also in cases involving documents, bills of exchange and cheques shall be the principal place of business of the organizer. At its option, the organizer shall also be entitled, to lodge claims at the court of the place where the exhibitor has his place of business or his branch.

3 The entire legal contractual relationship between the exhibitor and the organizer, including any annexes and schedules shall be governed and interpreted in accordance with the substantive laws (but without reference to the conflict of law rules) of China.

Status: 11 / 2011