

Conditions of Participation

1. Definition

In these conditions, save as the context otherwise requires

- (a) "Organizers" - means
- Messe Düsseldorf (Shanghai) Co. Ltd.
Unit 307, Tower 1, German Centre for Industry and Trade Shanghai, 88 Keyuan Road, Zhangjiang Hi-Tech Park, Pudong, Shanghai 201203, P.R.China
Tel: (86 21) 6169 8300 Fax: (86 21) 6169 8301
E-mail: allinprint@mds.cn www.mds.cn
hereinafter referred to as MDS
 - The Printing Technology Association of China
E-818, Fuli Morgen Center, No.6 Taiping St., Xicheng District, Beijing 100050, P.R.China
Tel: (86 10) 5936 1480 Fax: (86 10) 5936 1489
 - China Academy of Printing Technology
No. 2, Cuiwei Road, Haidian District, Beijing, 100036, P.R.China
Tel: (86 10) 8827 5959 Fax: (86 10) 8827 5733
E-mail: beijing@keyin.cn
- "Undertakers" - means
- Messe Düsseldorf (Shanghai) Co. Ltd.
Unit 307, Tower 1,
German Centre for Industry and Trade Shanghai 88 Keyuan Road, Zhangjiang Hi-Tech Park, Pudong, Shanghai 201203, P.R.China
Tel: (86 21) 6169 8300 Fax: (86 21) 6169 8301
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 - The Printing Technology Association of China
E-818, Fuli Morgen Center, No.6 Taiping St., Xicheng District, Beijing 100050, P.R.China
Tel: (86 10) 5936 1480 Fax: (86 10) 5936 1489
 - Keyin Media
No. 2, Cuiwei Road, Haidian District, Beijing, 100036, P.R.China
Tel: (86 10) 8827 5752 Fax: (86 10) 8827 5733
E-mail: beijing@keyin.cn www.keyin.cn
- (b) Which as promoters and organizers are responsible for the regulation and control of all aspects of the Exhibition.
- (c) "Exhibition" – means the exhibition to be organized by the Organizers as specified in this Application Form.
- (d) "Exhibitor" – means a sole proprietorship, partnership or limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizers.
- (e) "Exhibition Venue" – means Shanghai New International Expo Centre
- (f) "Relevant Period" – shall commence from the date the Exhibitor submits his registration to the Organizers and shall end on the last day of the exhibition.
- (g) "Publicity Materials" – means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity materials whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.

2. Timetable

Erection of exhibition booths (the "Build-up Period"):

October 20th - 23th, 2018

Duration of the Exhibition (the "Exhibition Period"):

October 24th - 28th, 2018

Dismantling of the Exhibition (the "Tear-down Period"):

October 29th, 2018

The "Build-up Period" and "Tear-down Period" above are for reference only. Please take the Exhibitor Manual as the standard

3. Deadline for Registration

May 31th, 2018

4. Catalogue Entry

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

5. Costs of Participation

The costs of participation to be paid are as set forth in the participation options described under Items 5.2 to 5.3 below.

The general services and facilities (5.1) are included in all options under 5.2 and 5.3.

Participation options:

- 5.1 General services and facilities
- Provision of net fair space (stand area)
 - Pro rata charge for collectively used area (difference between gross and net area)
 - Basic Entry in the catalogue (company name, address, country, tel and fax)
 - Stand number panel with pictograph
 - Cleaning of aisles and passages in halls (exhibitors are responsible for cleaning their stands)
 - General security service (no individual surveillance)
 - Fire protection service during Build-up Period, Exhibition Period and Dismantling Period
 - Design of open-air space and halls (flags, inscriptions)
 - General illumination during Build-up Period, Exhibition Period and Dismantling Period
 - Equipping and operating a service centre (telefax and telephone exchange, forwarding agents, technical facilities office and the organizers' office)
 - Comprehensive visitor promotion
 - Visitor registration system (for trade events only)
 - Information stands for visitors.

5.2 "Shell Scheme"

Shell Scheme (min 12 sqm) Zone A: RMB 2,000 per sqm

Shell Scheme (min 9 sqm) Zone B: RMB 1,700 per sqm

Zone C: RMB 1,400 per sqm

Zone D: RMB 1,200 per sqm

Services and facilities for "Shell Scheme" Option:

Stand assembly and dismantling, include furniture and electrical entitlement.

See Space Application under "Shell Scheme".

5.3 "Space Only"

Space Only (min 36 sqm) Zone A: RMB 1,800 per sqm

Zone B: RMB 1,500 per sqm

Zone C: RMB 1,200 per sqm

Zone D: RMB 1,000 per sqm

Services and facilities for "Space only" option:

Hall area without structure.

Any additional technical services required, e.g. power, security, connection of water, local labour, are to be provided exclusively by the Organizers at an extra charge and can be ordered using special order forms. Fees for additional stand assembly services supplementary to those included in the participation fee, and any orders for services shall be agreed or charged according to the Organizers' price lists valid at the time of the event.

The fees published by the Organizers are fixed prices and are binding on both parties once the Exhibitor has been admitted. In the event of any change in the initial conditions agreed between local contractual partners and the Organizers or any amendment to legal provisions and fees after admission, the Organizers shall be entitled to charge these to the Exhibitor at the current rate.

6. Registration

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

Messe Düsseldorf (Shanghai) Co. Ltd.
Units 307, Tower 1,
German Centre for Industry and Trade Shanghai,
88 Keyuan Road, Zhangjiang Hi-Tech Park,
Pudong, Shanghai 201203, P.R.China
Tel: (86 21) 6169 8300
E-mail: allinprint@mds.cn

No account shall be taken of conditions or reservations specified by the Exhibitors contained in registrations. Requests for specific sites do not constitute a condition of participation. Only upon receipt by the Organizers shall the registration be deemed to have been submitted. In consideration of the Organizers agreeing to consider the registration of the Exhibitor, the Exhibitor agrees that it shall not at any time during the Relevant Period withdraw its registration. Particulars given shall be stored for automatic data processing and shall be made available to third parties upon implementation of the contract. Registrations shall be processed in the order received. Any registrations received after the start of space allocation can only be considered if sufficient space is available. Any services offered by companies having exclusive rights in the fair grounds must be ordered through the Organizers.

For the purpose of this clause-Registration, the relevant period shall commence from the date the Exhibitor submits his registration to the Organizers and shall end on the last day of the exhibition.

7. Admission

In principle, only those Exhibitors whose product range is covered by title and remit of the event shall be admitted in the Exhibition. There is no legal right to admission.

The Organizers shall have sole and absolute discretion to decide on the admission of exhibitors and exhibits. Any firm which has failed to meet its financial obligations owing to the Organizers or

affiliated companies (from previous fair participation and/or under the terms of these Conditions of Participations, or Item (10)) may be rejected.

Until an Exhibitor's application has been accepted in writing by the Organizers, no rights to exhibit will be granted notwithstanding payment or an acceptance of the full rental submitted with the application. The Organizers reserve the right to decline any application without giving any reason.

The Organizers shall be entitled to revoke any admission if such admission was based on misunderstanding, false information or if the preconditions for approval no longer apply.

Should the Organizers be compelled to relocate or change individual stands, entrances, exits or aisles at a later point in time, this shall not give rise to any claims.

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

Following admission by the Organizers (conclusion of contract), the obligation to pay the participation fee shall remain legally binding, even if, for example, the authorities in the exhibiting country do not approve, in whole or part, the Exhibitor's import requirements, or if exhibits for any reason whatsoever fail to arrive in time or to arrive at all (e.g. owing to loss, delays in transit or customs), or if the Exhibitor or his agent is delayed or even unable to attend.

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

8. Terms of Payment

The currency of invoice is in RMB.

Participation costs set forth in item 5 shall be due upon approval of the registration. The exhibitor must 50% deposit on confirmation of admission of space which is nonrefundable. Balance must be paid in full on or before the date indicated in the invoice.

(a) The Organizers reserve the right to demand additional non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.

(b) If an Exhibitor withdraws, for whatever reason, his application before receipt by him of a rejection of his application or after his application has been approved, the participation fee paid will be forfeited.

a. Charges for others, separately ordered services or deliveries shall be payable at the time of performance or on the date of receipt of the invoice at the latest.

b. All remittance are payable to Messe Düsseldorf (Shanghai) Co. Ltd. in the currency RMB inclusive of bank charges and currency exchange charges and must be made by draft or direct transfer to:

MESSE DUSSELDORF (SHANGHAI) CO. LTD
LG1, HSBC Building, Shanghai ifc, 8 Century Avenue, Pudong,
Shanghai, P.R.China 200120
HSBC Bank (China) Company Limited, Shanghai Branch
SWIFT Code: HSBCCNSH
CNY # 920-004678-001

c. For failure to meet any and all commitments on the part of Exhibitors, the Organizers shall be granted a right of lien in respect of the exhibitor's stand equipment and exhibitors (the "Lien Items") on the understanding that the Organizers are entitled to realize and / or sell the Lien Items in order to meet such commitments. The Organizers cannot be held liable for damages to / loss of the Lien Items arising from such realization and / or sale.

d. If invoices are sent to a third party on the Exhibitor's instructions, the latter shall still remain a debtor of the Organizers.

e. In case of default by the Exhibitor of payment of any sum due to the Organizers, interest shall be charged on the outstanding sum at a rate of 7% p.a. Where payment dates are not met, the Organizers shall be entitled to rescind the contract or otherwise dispose of the stand area and the Exhibitor shall be responsible for all losses suffered by the Organizers. Item 9 of the Conditions of Participation shall apply.

9. Withdrawal or Non-Participation

The Exhibitor shall not be entitled to withdraw his registration or reduce the fair space after submission of the form of registration. Both the participation fee and any other costs actually incurred by the Organizers must be paid. Withdrawal by the Exhibitor or any waiver of the allocated stand area shall only become effective upon receipt by the Organizers of a written declaration to the effect. The Exhibitor shall inform the Organizers thereof at once.

10. Termination of Rights to Exhibit

The Organizers shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition in any of the following events:

(a) if an Exhibitor or any of its representative commits a breach of any of these Rules and Regulations; or
(b) if an Exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes, bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or

(c) if the Exhibitor conducts any activity which, in the opinion of the Organizers, does not conform to the nature and purpose of the Exhibition, or interfere with the rights of other Exhibitors at the Exhibition; or

(d) the exhibitor is absolutely forbidden to display prices, sell goods to private persons and to sell goods for immediate delivery in the exhibition premises. The breach of this rule entitles the Organizers to close the stand immediately.

(e) if the exhibit space is not occupied by the Exhibitor by 9:00 am on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have cancelled the exhibit space contracted for and the Organizer shall have the right to use such space as it deems appropriate. The participation fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date.

(f) if the Organizers in their sole and absolute discretion decide that such right shall be terminated.

11. Exhibits

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

Exhibits may not be removed during the course of the event. The operation and demonstration of exhibits is only admissible within the scope of accepted standards.

The Organizers are neither in charge of nor responsible for questions of licenses, quotas or transfers of sales proceeds.

12. Use of Site & Safety

12.1 Precautionary measures such as guards or other means of protection must be taken to protect the public from any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must have the Organizers' prior written approval.

12.2 Any musical performance, including the use of music recording for fashion shows, requires the permission of the Organizers and related authorities.

12.3 Publicity Materials may only be distributed from the Exhibitor's own stand or Shell Booth. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's stand.

12.4 No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.

12.5 Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstances.

12.6 Exhibitor's stand must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition. Such representative must be fully conversant with the Exhibitor's products and / or services and shall be duly authorized to negotiate and conclude contracts for the sale of the Exhibitor's products or services. The Exhibitor shall produce that the representative shall comply with these Conditions and with any and all directions which the Organizers or its agents may give before or during the Exhibition.

13. Technical Guidelines

The Technical Guidelines are a constituent part of these Conditions of Participation and must be adhered to. The Technical Guidelines shall be handed over to the exhibitor at the latest with the order form for services.

14. Exclusion of Liability

14.1 None of the Organizers, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury or other damages, other than death or personal injury caused by the negligence of the Organizers or their employees, suffered by or caused to the Exhibitor, its representatives, employees, contractors or agents or the products or other property of the Exhibitor or such parties or any Exhibitor or visitor.

14.2 The Organizers shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.

14.3 The Exhibitor undertakes to indemnify and at all thereafter to keep indemnified the Organizers, its employees and agents on demand from and against all liability, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the agreement hereunder or by any breach by the Exhibitor of these Conditions.

14.4 The Exhibitor shall be responsible for effecting insurance which should include (but not be limited to) his displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organizers upon request.

14.5 The Exhibitor shall take out insurance policies to cover itself against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall produce such policy of insurance to the Organizers upon request. The Exhibitor is fully liable for any loss or damage caused by an act or omission of the Exhibitor or his representatives, employees or agents to any property of the Exhibition Venue, the other Exhibitors or the Organizers.

14.6 The Organizers reserve the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all monies due to the Organizers (including claims for damages) in connection with the Exhibition.

All damages incurred must be reported in writing to the police and to the insurance broker (also by telex or telefax). Incidences of fire, theft and burglary must be reported to the trade fair management and the police within 24 hours of such occurrence.

Only in the case of wilful intent or gross negligence on its part or the part of its servants, it accepts on duty to exercise proper care with respect to exhibits and/or stand fittings. The exclusion is in no way limited by the security measures provided.

The Exhibitor is liable for all damages caused to third parties as a result of his trade fair participation, including damages to buildings on the fairgrounds and to the exhibition halls and/or their furniture and fittings, save where such damages are covered by a local third-party indemnity insurance.

15. Waiver

The waiver by the Organizers of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

16. Circulars

Once the stand areas have been allocated, the Exhibitor shall received circulars giving information on preparations for and staging of the fair. Any consequences arising from disregarding these circulars shall be borne by the Exhibitors.

The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of such rules and regulations and these Conditions, these Conditions shall prevail. Copy of the rules and regulations of the Exhibition Venue is available from the Organizers on request.

17. Cancellation, Postponement and Other Changes of Exhibition

Any rules and regulations of the host country or of the local contractual Partner which differ from these Conditions of Participation or which impose additional restrictions shall prevail. The Organizers reserve the right in the case of Force Majeure (as defined in Item 18), orders/directives imposed by any Government authority or any other unforeseen circumstances to cancel, postpone, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibition.

Should it become necessary to postpone, curtail, extend, cancel or otherwise change the Exhibition, the Exhibitor shall not be entitled to withdraw from the contract or to claim against the Organizers or their agents or representatives, whether for losses and damages, or return of all or part of any money paid by the Exhibitor even if he waives his right to the stand area allocated to him. Item 9 of the Conditions of Participation shall apply accordingly.

The Organizers shall not be liable for any losses sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the event. In such case Exhibitor shall be given space in the alternative exhibition, if any, on a proportional basis. However the allocation shall be made as deemed appropriate by the Organizers in their absolute discretion and they shall not be liable for any further compensation to the Exhibitor. Rather, the Exhibitor shall in such case be required to bear a reasonable share of the costs incurred by the Organizers in preparing for such event. Where the Exhibitor has placed orders with the Organizers for services

supplementary to those covered by the participation fee (Item 5), he shall be billed for the costs incurred until this point in time.

18. Force Majeure

"Force Majeure" shall mean all events which are beyond the control of the Organizers, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by the Organizers. Such events shall include earthquakes, typhoons, flood, fire, war, outbreak of disease, social

unrest, acts of Government or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general international commercial practice.

19. Final Provisions

In submitting the registration, the Exhibitor agrees to be bound by these Conditions of Participation. Any other agreements, individual permits or arrangements shall require written confirmation by the Organizers.

The English text shall be binding. Failing other arrangements subject to the prior consent of the Organizers, place of performance for payments is Shanghai.

Should any of the above items be or become invalid, this shall not affect the validity of the remaining terms. The resulting gaps shall be filled in such a way as to maintain the sense and purpose of the contract.

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

Any claims of the Exhibitors as against the Organizers shall be barred after six months. The period of limitation shall commence with the end of the month in which the event closed.

Exhibitors shall bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Organizers in the recovery of any monies payable to it by the Exhibitors or in the enforcement of any terms of these conditions.

Time shall be of the essence of the contract in relation to all the provisions of these conditions as shall relate to the payment of any monies from the Exhibitor to the Organizers.

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

20. Governing Law

These conditions shall be governed by and constructed in all respects in accordance with the laws of Mainland China and Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Shanghai Courts.

21. Data Protection

By submitting data to MDS and/or using this Application Form the exhibitor hereby gives his/her consent that all personal data that the exhibitor submits may be collected, stored, processed, transferred and used by MDS for the purpose of customer management and service. MDS may use exhibitor's personal data internally to help MDS improve their services and to help resolve any problems. As a global enterprise, MDS and its affiliates have facilities and databases in different countries. For improving customer services, MDS, from time to time, transfers personal data of customers to a database belonging to Messe Düsseldorf GmbH in Germany. MDS may also contact exhibitors occasionally to inform them of new services MDS will be providing, or events or articles that will be of interest to exhibitors. If exhibitors do not wish to receive information from MDS, they may withdraw their consent given to MDS hereunder at any time by e-mailing the organizer.

The exhibitor hereby declares that, the submission of personal data of any individuals contained in this Application Form is made with the explicit informed consent of each and every individual concerned and that the concerned individual has been fully informed about the purpose for which personal data is collected and processed by MDS. In this regard, the exhibitor will indemnify and hold harmless MDS from any liabilities, claims, losses or suits, including attorney fees, arising out of or in connection with any dispute with each and any individual concerned due to breach of applicable data protection laws and regulations.

Company stamp and signature : _____

Date : _____