



## BioFach China®

International Organic Trade Fair and Conference  
中国国际有机食品博览会

2012.5.24~26

Shanghai INTEX, P.R.China

Please return to:  
**NürnbergMesse China Co., Ltd.**

18 F Yunhai Building  
118 Qing Hai Road  
200041 Shanghai, China

**Fax: +86(0)21.52 28 40 11**

### 1. Exhibiting Company

Company \_\_\_\_\_  
Contact Person Mr./Ms. \_\_\_\_\_  
Street Address \_\_\_\_\_  
Postal Code/City \_\_\_\_\_  
Country \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_  
Company Website www. \_\_\_\_\_  
Managing Director \_\_\_\_\_

### 2. Different Address for Invoices (if applies)

Company \_\_\_\_\_  
Department \_\_\_\_\_  
Street Address \_\_\_\_\_  
Postal Code / City \_\_\_\_\_  
Country \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

### 3. Co-Exhibiting Company (maximum 1 co-exhibitor per 9sqm)

Company \_\_\_\_\_  
Contact Person Mr./Ms. \_\_\_\_\_  
Street Address \_\_\_\_\_  
Postal Code/City \_\_\_\_\_  
Country \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail \_\_\_\_\_

### 4. Product category

Organic Food & Beverage \_\_\_\_\_   
Organic Textiles \_\_\_\_\_   
Natural Personal Care \_\_\_\_\_

### 5. Type and Size of booth

Standard Booth Size: 9 sqm (3m x 3m) and multiples there of	Zone A	Zone B
<b>Option 1: Shell Scheme Package (minimum 9 sqm)</b> (Incl. floor space, wall panels, 1 counter, 2 folding chairs, carpet, 1 waste basket, 1 power socket 220V, 2 lights, company name on fascia, show directory listing, web-site promotion, one admission ticket to attend the conference programme)	We order <input type="checkbox"/> sqm ¥1800 CNY per sqm (incl. 5% tax)	We order <input type="checkbox"/> sqm ¥1500 CNY per sqm (incl. 5% tax)
<b>Option 2: Raw Space Only (minimum 36 sqm)</b> (Does not include any stand construction. It is not allowed to use wall partitions of adjacent stands. Stand constructions exceeding a standard height of 2.50 metres require approval by the organisers!)	We order <input type="checkbox"/> sqm ¥1200 CNY per sqm (incl. 5% tax)	We order <input type="checkbox"/> sqm ¥950 CNY per sqm (incl. 5% tax)
<b>Co-exhibitor Fee</b> The organiser allows a maximum of one co-exhibiting company per 9 sqm stand booking. The co-exhibitor fees cover full listing in the show directory and web-site promotion and company name on fascia.	¥950 CNY per co-exhibiting company (incl. 5% tax)	
<b>Total:</b>	¥	

**Please submit this application form together with Form B and C – Compliance with Admission Criteria!**

We hereby confirm that we have received, taken notice and accept the General Conditions for Participation in Fairs and Exhibitions – International (GCP) and the Special Conditions for Participation in Fairs and Exhibitions – International (SCP) as binding.

Signature/Company Stamp \_\_\_\_\_

Date \_\_\_\_\_



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Exhibiting Company: \_\_\_\_\_ Person to contact: \_\_\_\_\_

## 1. Please tick your products that you will show on your stand at BioFach China 2012: (Required)

### 01 Basic food, raw materials

- 01.01 Raw materials, supplements
- 01.02 Raw materials, supplements for the natural cosmetics sector
- 01.03 Semi-prepared products
- 01.04 Corn, flour, meal, semolina
- 01.05 Pulses
- 01.06 Rice, rice products
- 01.07 Farinaceous products
- 01.08 Muesli, cereals
- 01.09 Sugar, cane sugar products

### 02 Fruit, vegetables

- 02.01 Fresh fruit
- 02.02 Dried fruit
- 02.03 Fresh vegetables
- 02.04 Potatoes, root vegetables
- 02.05 Nuts, kernels
- 02.06 Mushrooms

### 03 Delicatessen, health food, spices

- 03.01 Delicatessen products
- 03.02 Health food
- 03.03 Cooking oils, fats
- 03.04 Olive oils
- 03.05 Herbs, spices, condiments
- 03.06 Dietary products
- 03.07 Vegetarian, vegan products
- 03.08 Soya products
- 03.09 Macrobiotics

### 04 Convenience products

- 04.01 Semi-prepared, prepared meals
- 04.02 Tinned foods
- 04.03 Soups
- 04.04 Baby food
- 04.05 Products for bulk consumers, catering

### 05 Meats, sausages, fish

- 05.01 Fresh meat, meat products
- 05.02 Sausages, sausage products
- 05.03 Game
- 05.04 Poultry
- 05.05 Fish, seafood

### 06 Milk, dairy products, eggs

- 06.01 Milk
- 06.02 Cream, yogurt, quark
- 06.03 Butter
- 06.04 Cheese
- 06.05 Eggs, egg products

### 07 Frozen food

- 07.01 Fruit, vegetables
- 07.02 Meat, fish
- 07.03 Prepared meals
- 07.04 Baked products
- 07.05 Ice cream

### 08 Drinks

- 08.01 Tea
- 08.02 Coffee
- 08.03 Cocoa
- 08.04 Juices, soft drinks, enzyme drinks
- 08.05 Mineral water
- 08.06 Beer
- 08.07 Wine

### 08.08 White wine

- 08.09 Red wine
- 08.10 Rosé wine
- 08.11 Sparkling wine, champagne
- 08.12 Spirits, liqueurs

### 09 Baked products, confectionery, spreads

- 09.01 Bread, baked products, raising agents
- 09.02 Cakes, gâteau's, biscuits
- 09.03 Spreads, patés
- 09.04 Honey, beehive products
- 09.05 Confectionery, nibbles

### 10 Agriculture, marketing

- 10.01 Agricultural supplies
- 10.02 Processing, finishing, packing
- 10.03 Shop fitting, shop equipment
- 10.04 Sales aids

### 11 Household supplies

- 11.01 Kitchen equipment, mills
- 11.02 Air, water filters
- 11.03 Pet food
- 11.04 Detergents
- 11.05 Cleaning agents

### 12 Media, services

- 12.01 Publishing houses, products
- 12.02 Certification, inspection
- 12.03 Associations
- 12.04 Authorities, institutions
- 12.05 Education, research
- 12.06 Management consultancy
- 12.07 Green finance

### 13 Natural textiles

- 13.01 Natural textiles, home textiles
- 13.02 Ladies, gents, children's clothing
- 13.03 Baby clothes
- 13.04 Home textile
- 13.05 Shoes

### 14 Skin care

- 14.01 Facial care
- 14.02 Eye care
- 14.03 Lip care
- 14.04 Anti-ageing products

### 15 Body care

- 15.01 Shower gel
- 15.02 Soap
- 15.03 Deodorizer
- 15.04 Body lotion, oil
- 15.05 Bath powder
- 15.06 Hand cream, nail polish
- 15.07 Foot cream
- 15.08 Postpartum nursing
- 15.09 Oral nursing, tooth nursing

### 16 Sun care

### 17 Ayurveda cosmetics

### 18 Hair care

- 18.01 Conditioners, hair treatment/care agents
- 18.02 Shampoos
- 18.03 Hair coloring
- 18.04 Approved products

### 19 Men's care

### 20 Baby and child care

### 21 Decorative cosmetics

- 21.01 Teint
- 21.02 Eyes
- 21.03 Lips
- 21.04 Nail varnishes

### 22 Fragrances, perfumes

### 23 Natural products

- 23.01 Aroma therapy
- 23.02 Medicinal herb teas, juices
- 23.03 Food supplements
- 23.04 Natural remedies
- 23.05 Wound healing
- 23.06 Insect repellents
- 23.07 Extracts, essences
- 23.08 Medicinal products

### 24 Other natural products

- 24.01 Toys, gifts, arts, crafts
- 24.02 Stationery, office supplies
- 24.03 Shoes, leather goods
- 24.04 Fashion accessories
- 24.05 Pet product

### 25 Wellness products

- 25.01 Essential oils, blends
- 25.02 Candles, tea-warmer candles
- 25.03 Candle holders/stands
- 25.04 Fragrance/scent fountain, stones, lamps
- 25.05 Joss-sticks, candles
- 25.06 Massage oils, accessories
- 25.07 Chime, singing bowls

### 26 Gifts, accessories

- 26.01 Season articles
- 26.02 Hair and fashion jewellery
- 26.03 Baskets, cases, flacons
- 26.04 Scarves

### 27 Bath, toilet articles

- 27.01 Bathroom accessories
- 27.02 Soap accessories
- 27.03 Brushes, combs
- 27.04 Application brushes
- 27.05 Sponges
- 27.06 Shaving products

### 28 Drugstore articles

- 28.01 Hygiene articles
- 28.02 Dental accessories
- 28.03 Toilet bags
- 28.04 Baby, children's products
- 28.05 Games, fun

Signature/Company Stamp \_\_\_\_\_

Date \_\_\_\_\_



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Exhibiting Company: \_\_\_\_\_ Person to contact: \_\_\_\_\_

### 1. Admission of exhibitors without any participation at BioFach Nuremberg:

- We have not yet exhibited at BioFach Nuremberg.

We enclose the filled in following admission forms for our products to be shown during the trade show.

- Forms E +F1** for organic food, food supplements, medicines and agricultural supplies  
 **Forms E +F1** for natural cosmetics, essential oils  
 **Forms E +F2** for natural textiles, covering and filling materials, textile toys, leather goods, paper and office articles  
 **Forms E +F3** for detergents and cleaning agents, furniture, mattresses and wood products

(→ The forms can be downloaded at [www.biofach-china.com](http://www.biofach-china.com) or contact the organiser to receive these forms.)

We understand that our stand space application can only be considered after we have returned the duly filled admission forms to the organiser and upon confirmation by the organiser.

### 2. Admission of exhibitors of BioFach Nuremberg (Germany):

- Our last participation in Nuremberg was in:  2011  2012  
 We confirm that we will show the same products at BioFach China 2012 as in our last BioFach Nuremberg participation.  
(All products that have not yet been shown at BioFach Nuremberg, need to be specifically reported to the organizer.)

### 3. The organic production is certified by: \_\_\_\_\_

The valid organic certificate of the above organisation is attached:  Yes  No

If NO: we will email or fax the certificate until: \_\_\_\_\_ (please specify date).

We understand that a booth can only be assigned and confirmed after full certification documents are submitted.

**We hereby confirm the completeness and accuracy of the stated declaration. We understand that any co-exhibitor on our stand equally has to fulfil these admission criteria We are aware that the organizer has the right to demand removal of any items, or the closing of the stand, if the merchandise on offer does not meet the criteria of quality required. The obligation of the full payment for the stand remains herewith unaffected.**

**We hereby agree, that our transferred data can be stored, processed and used by NürnbergMesse China and their partner companies for purposes of performing the event and information (marketing). We have the right to withdraw this permission any time without incurring costs other than the basic cost of transmitting this message.**

Signature/Company Stamp \_\_\_\_\_ Date \_\_\_\_\_

Do you have any specific questions on the application? Simply contact:

**NürnbergMesse China Co., Ltd.**

18 F Yunhai Building  
118 Qing Hai Road  
200041 Shanghai, China  
Ms. Tracy Feng  
Tel:+86(0)21.52 28 40 20  
Fax:+86(0)21.52 28 40 11  
bfc@nm-china.com.cn

**Representative in your home country:**

Please visit our homepage under  
**[www.biofach-china.com/en/contact](http://www.biofach-china.com/en/contact)**  
to find the contact in your home country  
for any information and support .

In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions shall have priority over the GCP

**1. Application**

In order to take part at the exhibition, an applicant must fill out the official printed application form, provided by NürnbergMesse GmbH (hereinafter referred to as "NM"), complete it accurately, sign it in legally effective manner and return it to NM. The applicant thereby accepts the GCP and SCP as binding. In addition the specific on-site regulations related to the trade show and venue - stipulated in the exhibitor manual - become also integral part of the contract. The application constitutes just a contractual offer to NM and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation.

**2. Admission / Stand space confirmation**

The contract comes into force with the written admission by NM. This is mechanically printed and signed and valid without written signature. The admission of applicants and listed exhibits is in any case at the sole discretion of NM, especially, but not limited to, in accordance with the GCP and SCP and with the theme, aim and purpose of the event or exhibition. NM may exclude such applicants from admission that haven't fulfilled their financial obligations towards NM regarding previous events.

In the event of significant divergence between the content of the admission and the content of the application, the contract comes into force in accordance with the content of the admission, if the applicant does not object in writing within two (2) weeks of receipt. Applicants don't have a legal claim to admission, except that legal provisions provides for such a claim.

For materially justifiable reasons, especially, but not limited to, in the event of non-availability of sufficient stand space, NM may exclude individual applicants or suppliers from participation and/or restrict the event to specific groups of applicants or suppliers if deemed necessary for attaining the aim and purpose of the event. NM may also restrict the listed exhibits and effect alterations to the stand space requested by the applicant. Admission applies only to the listed exhibits, the exhibitors that are specified in the application and to the space stated therein. Other items than those listed and admitted cannot be exhibited. An exhibitor who has previously failed to settle his financial obligations to the NM or settle them punctually may be excluded from admission.

**3. Allotment of space**

Allotment of space will be made in accordance with the theme and arrangement of the fair or exhibition concerned and subject to the space available. Siting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space. NM is entitled, if necessary, to alter the size, shape and position of the allotted space. NM will notify applicants about the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. In case this entails an alteration in the stand rental, reimbursement or additional payment shall result correspondingly. Applicants may withdraw their application within one week of receipt of such notification; regarding this neither party may claim any compensation. Any alterations of the location of other stands at the beginning of the fair or exhibition since the admission do not constitute a legal claim of the applicants. Those may not exchange the allotted space among with another or transfer it to a third party, even if only in part, without the prior written consent of NM.

**4. Joint exhibitors**

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions in individual cases are subject to the sole discretion of NM. In the event several applicants wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with NM.

**5. Co-exhibitors**

The use of the stand space by another company with its own products and personnel (hereinafter referred to as „co-exhibitor“) requires a separate application and admission by NM. Admission of one or more co-exhibitors is subject to a special fee and the prior written consent of NM. Responsibility for ensuring, that co-exhibitors fulfill the same terms and conditions as the principal exhibitor shall rest with the principal exhibitor.

**6. Stand rental fee, lien**

Stand rental fees/participation fees and terms of payment are set out in the SCP and the application form. The allotted space may be occupied after full payment in due time. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. NM is entitled to exercise its right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

**7. Withdrawal of application, cancellation of part of stand space**

In case the applicant withdraws his application, cancels part of the stand space or does not participate in the event, NM is entitled to use the hired stand space or the cancelled part of the space for other

purposes and relet to third parties. The applicant shall remain obliged to pay the following cancellation fees based on the value of the ordered stand rental fee as set out in clause 6. as a flat-rate compensation for expenses incurred by NM on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event 50% of the stand rental fee
- up to 30 days before the start of the event 80% of the stand rental fee and
- less than 30 days before the start of the event the full amount of the stand rental fee.

This shall not apply if the applicant withdraw his application or cancel part of the stand space because of mandatory law. In case the applicant does not participate in the event because of absence and the rented stand space can not relet to third parties, the applicant is obliged to pay the full amount of the stand rental fee as set out in clause 6. In case the applicant does not participate in the event because of absence and the rented stand space can be relet to third parties, the applicant is obliged to pay an amount of EUR 500,00 as a flat-rate compensation fee for expenses incurred by NM. NM reserves the right in any case to claim further damages. The withdraw from the contract and/or the cancellation of part of the stand space by the applicant becomes effective with NM's receipt of the written notice.

**8. Cancellation of admission**

NM may cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied by the applicant in good time, i.e. at least 24 hours before the official opening of the event.
- The applicant fails to pay the stand rental fee at the agreed time in accordance with clause 6. and a period of grace granted by NM lapsed without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered applicant or NM receives knowledge of reasons which would have justified exclusion if they had been disclosed earlier.
- The applicant breaches NM's site regulations.
- The admission is based on incorrect or incomplete statements by the applicant.

NM reserves the right to assert claims for damages in such cases. The applicant has no entitlement to claim damages.

**9. Cancellation of rental exhibition stands and other services**

Once admission has been confirmed, the applicant must pay charges if he withdraws from the contract regarding rental exhibition stand and/or other services ordered by the applicant or does not exhibit. NM also reserves the right to assert claims for damages. If the applicant cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before the start of the event 25%
- 14 days to 1 day before start of assembly (see SCP) of the event 80%
- the full amount is payable upon the start of the assembly period.

The applicant retains the right to prove that the requested compensation for costs incurred is too high or that NM has sustained no loss. The withdraw from the contract by the applicant becomes effective with NM's receipt of the written notice.

**10. Exclusion of exhibits**

Items not included in the admission document cannot be exhibited. NM has the right to demand to remove exhibits that are not approved in the admission document and also such exhibits, that or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. In case the applicant does not comply with such demand, the said items may be removed by NM at the expense of the applicant. In case a violation of industrial property rights by an applicant is proved (e.g. based on a valid court ruling against the applicant), NM may exclude the applicant from participating in subsequent events.

**11. Stand assembly, equipment and design**

Stands must conform to the overall layout of the exhibition. NM reserves the right to forbid the erection of stands which are in this respect unsuitable or inadequate or to alter them at the applicant's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of applicants must be clearly displayed on the stands. In case of discrepancies, the SCP prevail over the General Conditions for Participation. The prior approval

of NM is needed if stand constructions exceed the specified height limits for stands. Prior consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the event, basic items, insofar as these have been provided by NM, must be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the applicant. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the applicant's own expense.

#### 12. Force majeure, cancellation of event

In case NM is prevented from holding the event for reasons of force majeure or other circumstances beyond its control, a immediately notification of the applicants is required by NM. Basically the claim to stand rental is voided, but NM may charge the applicant for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the applicant. Should NM be in a position to carry out the event at a later date, it is likewise required to notify the applicants to this effect without delay. Applicants are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental. In case NM is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond its control after it has commenced, the applicant has no claim to any refund or cancellation of the stand rental.

#### 13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the applicant, if applicable. The validity of these passes is limited solely to the assembly and dismantling periods and does not cover admission during the event. A limited number of free exhibitor passes will be issued to applicants and their employees for the period of the event. These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn. The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.

#### 14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the applicant for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the admission document. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of NM. Advertising outside the stand space rented by the applicant is only possible as part of the advertising and sponsoring measures offered by NM. Advertising of a political nature is forbidden. NM shall be entitled to prohibit and remove advertising that does not comply with this clause at the expense of the applicant.

#### 15. Photographs, drawings, films

NM may have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands, each for use in advertisement, publicity and press releases or purposes. The right of the applicant to object is excluded for any reason. This also applies to photographs produced directly by the press or television with the consent of NM. For photographs of stands against payment, applicants shall solely employ photographers with relevant permission authorized by NM. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Applicants are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.

#### 16. Direct selling

Direct selling is not allowed unless expressly permitted by the exhibitor manual, in which case objects for sale must be marked clearly with their prices. Applicants are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

#### 17. Cleaning

NM is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of applicants and must be completed daily before the opening of the event. Applicants have to use the service contractor engaged by NM for stand cleaning.

#### 18. Supervision

NM will arrange general supervision in the exhibition center. This shall not affect the liability provisions of clause 19. Applicants are strongly recommended to make their own arrangements for the security of their stands and exhibition items and to effect appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the applicant's own expense by using the service contractor engaged by NM.

#### 19. Liability, insurance, accident prevention

The applicant is also solely responsible and liable for compliance with the GCP and Special Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "SCP") of assistants or persons employed by him at the event. NM bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health. In all other cases NM shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the applicant can expect to be regularly fulfilled;
- if NM is legally obliged to take out liability insurance cover or this is usually the case;
- if NM has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, NM is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100.000,00 for each case of damage. The liability limitation applies only to an entrepreneur in terms of § 14 of the German Civil Code, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of NM's performing and vicarious agents.

The principal exhibitor is liable for any debts and negligence of his co-exhibitors and their employees or assistants as well as for his own debts and negligence and those of his employees or assistants. Referring to this both, the principal exhibitor and the co-exhibitor, shall be jointly and severally liable debtors of NM.

The principal exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment. The applicant is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. NM is entitled to prohibit the exhibition or operation of machinery and/or equipment at its discretion.

#### 20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the applicant. A six-months period of protection from the beginning of an exhibition by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see Special Conditions for Participation, Exhibition priority).

#### 21. Site regulations, contraventions

Applicants agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of NM's employees, who possess official identity cards, must be complied with. Contraventions of the General and Special Conditions for Participation or instructions within the framework of the site regulations shall entitle NM, if such contraventions continue after warning, to immediate closure of the stand at the applicant's own risk and expense and without claim to compensation.

#### 22. Place of fulfilment and jurisdiction

The place of fulfilment is Nuremberg, Germany. The same applies to the place of jurisdiction when the applicant is an entrepreneur in terms of § 14 of the German Civil Code or a juristic person under public law or does not have a general inland place of jurisdiction. NM is also entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

#### 23. Data protection

Personal data are collected, processed and used by NM and, if applicable, by service partners in accordance with the provisions of the German Federal Data Protection Act and other relevant data protection regulations for the purpose of providing support and information for customers and potential customers and for handling the services offered.

#### 24. Consent to the use of data

The exhibitor consents to the storage, processing and use of his data transferred with the application form (company name, address, telephone/fax number and e-mail address) by NM and, if applicable, by service partners for events and information purposes (advertising). This consent may be cancelled by notifying NM at any time without incurring additional costs other than the usual transmission costs at the basic rates.

#### 25. Severability clause

If any provisions of these Conditions for Participation are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

# Special Conditions for Participation in Fairs and Exhibitions - International

(hereinafter referred to as „SCP“)

## 1. Contract Partner

Nürnberg Messe GmbH  
Messezentrum  
90471 Nürnberg (Germany)  
Tel: +49 (911) 8606-0  
Fax +49 (911) 8606-8694  
[www.nuernbergmesse.de](http://www.nuernbergmesse.de)  
Managing Directors: Dr. Roland Fleck, Peter Ottmann  
Registration Number HRB 761 Nürnberg  
Chairman of the Supervisory Board: Dr. Ulrich Maly  
Lord Mayor of the City of Nuremberg  
(hereinafter referred to as "NM")

NM acts either as the organizer or the co-organizer of the trade shows or exhibitions that are held outside of the Federal Republic of Germany. Companies intending to participate in the event are hereinafter referred to as "Applicant".

## 2. Contractual terms

The terms for participation in any Trade Fair organised or co-organised by NM in any venue which is not located in the Federal Republic of Germany consist of the General Conditions for Participation in Fairs and Exhibitions (hereinafter referred to as "GCP"), the SCP, the exhibitor manual provided by NM and all technical conditions notified to the applicant before the exhibition begins. If NM provides additional exhibition services through service partners, the general terms of business of the respective partner shall prevail over these SCP in case of discrepancies.

## 3. Venue, duration, opening hours

The exact address of the venue, exhibition show dates and opening hours as well as move-in, assembly and dismantling period will be communicated to the applicant in the exhibitor manual.

## 4. Exhibitors and approved exhibition goods

Admissible as exhibitors are: manufacturers, importers, wholesalers, representatives and publishers, domestic and foreign, offering only those products and services that can be assigned to the product groups provided. All exhibition goods must be described in detail in the application. Products (copies, counterfeits, etc.) that violate the regulations for the protection of industrial property rights in Germany are not admitted.

## 5. Fees

The participation fees for rental of exhibition space (stand rental fees) are binding as stipulated on the application form. NM reserves the right to charge prime locations, surcharges for open sides of the stands, registration fees or charges per registered co-exhibiting company. In these cases these charge are clearly stipulated on the application form. Organiser reserves the right to apply a minimum of net space to be ordered by each exhibiting company. Participation Fees and other charges may be invoiced EUR or locally applied currency. All net charges are subject to governmental, regional or local taxes or duties as in effect in the country of exhibition venue.

## 6. Complete rental stand

For the trade shows NM can offer complete rental stands as specified in the application form. NM is responsible for assembling and dismantling these complete rental stands. The complete rental stand, its fittings and included furniture may not be pasted over, nailed, painted or damaged in any way. The applicant is liable for damage done during the rental period and will be charged with the costs.

## 7. Payment conditions

Invoices are payable in full according to dates for payment as mentioned in the invoice. All payments are to be made in the currency shown in the invoice, without charges, quoting invoice number. If the applicant enters a different invoice address on the application form, he authorizes the stated person/company to receive the invoice and other payment requests. This does not exempt the applicant from his obligation to pay. For subsequent changes to the invoice address for which the applicant is responsible, NM may charge a processing fee of EUR 50 plus VAT at the statutory rate<sup>1</sup>. The applicant is not entitled to convert at his own initiative the invoiced amount into any other currency for bank transfer. If for any reason, a conversion into another currency becomes necessary, the applicant shall contact NM who will then advise the applicable exchange rate. An entitlement to occupy the allocated stand space exists only after payment of invoices in full. The applicant is to provide proof of payment.

## 8. Insurance

Applicants are obliged to make their own adequate insurance arrangements. Insurance for applicants (transport and duration of event) is advisable and can be arranged through a collective insurance contract taken out by NM

## 9. Exhibitor Manual

NM may provide to the applicant an exhibitor manual with all technical, organisational and venue information as well as order forms for obligatory and optional services. The manual and the service forms may be provided in hard copy, electronic version or download from the internet. The applicant must carefully read the manual. Rules, regulations and deadlines mentioned in the exhibitor manual are binding for all applicants.

## 10. Stand design

The applicant is responsible for stand equipment and decoration. The applicant agrees to erect a minimum of 2.50 metres high stand partition walls on all closed sides of the stand space and to lay floor carpeting. The hall walls or backsides of neighbouring stands are not to be used.

**As a general guideline stands exceeding the height of 3.50 m require the approval of NM. The maximum stand height has to be observed according to the specification of the venue. Details given in the exhibitor manual are binding.**

If the rental exhibition stand is not used, a fascia (0.30 m high) must be fitted on all open sides of the exhibition stand. The fascia is not required, if the necessary stand appearance is provided in some other way. NM reserves the right to give further instructions concerning the design of stands.

Only water-soluble adhesive may be used on the fiber board stand partition walls and these may not be painted unless they have first been covered with wallpaper.

After the exhibition, wallpaper or other finishing material must be removed by the applicants, otherwise applicants will be charged with the costs. All other stand partition walls, floors, hall walls, pillars, installations, fire-fighting equipment and other permanent hall fixtures must not be pasted over, nailed, painted or damaged in any way.

The applicant is liable for damage done and will be charged with the costs. Pillars, installations and fire-fighting equipment within the stand are part of the allotted stand space and must be accessible at all times. Floor coverings in the stands are only to be fixed with double-sided adhesive tape (tapes shall be equivalent to tesafix no. 4964).

**The applicant agrees to comply with these conditions. Non-compliance may result in claims for damages by NM or the neighbouring exhibitors affected.**

## 11. Co-exhibitors

Co-exhibitors are companies who appear on the applicant's (= direct exhibitor's) stand and present their own products with their own personnel. All products of co-exhibitors must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Co-exhibitors are only admissible if they fulfil the conditions for participation in the event and the information requested on the application form for co-exhibitors has been entered in full. Co-exhibitors are subject to the same conditions as the applicant. Co-exhibitors will only be fully listed in the official show directory when full payment of co-exhibitors fees / catalogue registration fees has been fully paid. If a co-exhibitor fee / catalogue registration fee applies for the exhibition, NM will invoice these to the direct exhibitor. NM reserves the right to limit the number of co-exhibitors per booked stand.

## 12. Represented companies

A company displaying products on a stand which is booked by another company and not being present with their own personnel is called a represented company. The direct exhibitor is obliged to notify NM of all company names and countries of represented companies on the stand. All products of represented companies must fulfil the admission criteria of the trade fair and be in line with the exhibition concept. Company details of represented company are not fully listed in the show directory. NM reserves the right to limit the number of represented companies per booked stand.

## 13. Country entry regulations

All applicants and their staff are solely responsible to make themselves familiar with the latest entry and visa regulations of the host country of the exhibition.

The refusal of entry or refusal of visa does not constitute a reason for an extraordinary notice of cancellation. Cancellation thereof are governed by clauses 7 and 9 of the GCP.

## 14. Exhibitor claims, written form, place of fulfillment, jurisdiction

All applicant claims against NM must be made in writing. The statutory period of limitation begins on the last day of the exhibition. Agreements that deviate from these or supplementary terms must be in writing. German law and the German text shall prevail.

Place of fulfilment and jurisdiction is Nuremberg, Germany. However, NM reserves the right to bring his claims before the court of the place at which the applicant has his place of business.

As of: August 2011