

Application as exhibitor



INTEX Shanghai China

September, 27-29, 2010

IPB 2010

8th International Powder/Bulk Conference & Exhibition

Please return to
NürnbergMesse China Co., Ltd.
18 F Yunhai Building
118 Qing Hai Road
200041 Shanghai, P.R. China

Fax +86(0)21.52 28-40 12

Date for returning: immediately

1. Direct exhibitor

Company name _____

Proprietor/Manager _____ Mr Ms

Street _____

Postcode _____

Country _____

Tel _____ Fax _____

E-mail _____

Internet _____

Person to contact _____ Mr Ms

Tel _____ Fax _____

E-Mail _____

Invoice address (only if different) _____

Parent company (national/international) _____

2. Co-exhibitor

Company name _____

Proprietor/Manager _____ Mr Ms

Street _____

Postcode _____

Country _____

Tel _____ Fax _____

E-mail _____

Internet _____

We agree to pay a fee of 138 € includes Chinese Business Tax at the statutory rate for each co-exhibitor. The organizer allows only one co-exhibiting company per 12 m² stand booking. This fee includes the participation fee and the catalog and internet entry.

We accept all items of enclosed General Conditions for participation.
The stated company data and exhibits can already be recorded and published.

3. Firm stand booking

We desire the following type of stand and stand space/ construction (dimensions in meters only, minimum stand space 12 m²)

Front _____ m Depth _____ m Area _____ m²

Stand space/construction*

Zone A

Stand space 138 €/m²

Shell scheme package 180 €/m² open)

Zone B

Stand space 85 €/m²

Shell scheme package 111 €/m²

Stand

In-line (1 side open)

+ 5% Corner (2 sides open)

+ 10% Head (3 sides open)

+ 15% Block (4 sides open)

* Including Chinese Business Tax at the statutory rate. After hand in the application a payment notice will be issued with a pre-payment of 50% of the total balance which has to be paid within seven working days.

Early booking discount for complete applications received by the organizer by 30th April 2010 of 10 % will be granted.

We agree to erect 2.50 high stand partition walls, if we don't order a shell scheme package, on all closed sides of our stand space and lay floor covering.

Stand space includes catalog entry and internet entry. It does not include any stand construction. It is not allowed to use stand partition walls of adjacent stands. Stand constructions for stand space requires approval by the organizer!

Shell scheme package includes stand space, catalog entry and internet entry, stand partition walls, fascia board, carpet, 1 information desk, 2 chairs, 1 waste basket, 1 power supply 220V and 2 lighting units.

Advantages of Zone A:

- A premium location
- A high valued stand design
- A additional services

4. Technical stand requirements (for allocating the stand space)

Water supply/drainage required Yes No
Compressed air required Yes No
Switch box 380 V Yes No

5. Main product group

- Basic mechanical processing technologies
- Plant engineering and processing components
- Particle analysis and characterization
- Nano particle technologies
- Measurement and control
- Safety and environmental technologies
- Services

6. We will offer the following products and/or services (keywords only)

English _____

Chinese _____

Place and date

Company stamp and authorized signature of direct exhibitor

NÜRNBERG MESSE

1. Application

Application to exhibit at a fair or exhibition (event) must be made on the official printed „Application“ form, which must be accurately completed, signed and stamped in legally effective manner. Such an application constitutes a contractual offer to the organizer. By signing this form, the General Conditions for Participation in Fairs and Exhibitions are recognised as binding by the applicant, who is also responsible and liable for adherence to the said conditions by persons employed by him at the event. In addition specific on-site regulations related to the trade show and venue are stipulated in the exhibitor manual and become integral part of the contract.

2. Conclusion of contract

Stand space is ordered by returning the completed „Application“ form. The rental contract between the exhibitor and the organizer comes into force on confirmation of the stand space by the organizer. Should the contents of the stand space confirmation vary from the contents of the application, the contract will be concluded according to the stand space confirmation.

3. Modification

The organizer reserves the right to cancel, postpone or relocate the exhibition, to shorten or lengthen the exhibition, or for technical, official or other in the opinion of the organizer compelling reasons to assign to the exhibitor another space or to modify and reduce the size of the space. A withdrawal from the contract resulting from these actions will not be accepted.

4. Admission and stand space confirmation

Admission of exhibitors and listed exhibits is a matter for the sole discretion of the organizer, who will confirm same in a written stand space confirmation. The contract comes into force of admission. Reservations or conditions stipulated in the application are invalid without the written confirmation of the organizer.

For materially justifiable reasons, especially should the available space be inadequate, the organizer may exclude individual or suppliers from participation and/or restrict the event to specific groups of exhibitors or suppliers if deemed necessary for attaining the aim and purpose of the event. He is also entitled to restrict the listed exhibits and effect alterations to the exhibition space for which application has been made. Admission applies only to the listed exhibits, the exhibitors specified in the application and the space stated therein. Other items than those listed and admitted cannot be exhibited.

5. 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.

The organizer is entitled, if necessary, to alter the size, shape and position of the allotted space. He will notify exhibitors of the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. If this entails an alteration in the stand rental, reimbursement or additional payment shall result. Exhibitors are entitled to withdraw their application within one week of receipt of such notification; neither party may claim compensation. Exhibitors must accept that the location of other stands at the beginning of the fair or exhibition may have altered since the time of admission; no claim may be made on account of such alterations. Exchange of the allotted space with that of another exhibitor or transfer to a third party, even only in part, is not allowed without the permission of the organizer.

6. Co-exhibitors

Admission of one or more co-exhibitors is subject to a special fee. Responsibility for ensuring that co-exhibitors fulfil all their commitments shall rest with the direct exhibitor.

7. Stand rental, terms of payment, lien

Stand rental fees are shown on the application form. Exhibitors can be charged with a pre-payment of the stand booking plus business tax at the statutory rate according to the application form. Pre-payment is due one week after receiving the payment notice from the organizer. The total balance payment will be charged two months before the show opens. Payments must be made in accordance with the terms of payment and dates as mentioned on the invoice for the allotted space. The allocated space can only be occupied after full payment. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing.

The organizer is entitled to exercise their 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.

8. Advertising

Advertising of all kinds is allowed only within the area rented by the exhibitor for his own firm and only for items produced or distributed by him, insofar as these have been listed in the application form and admitted.

The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the written consent of the organizer.

Advertising of a political nature is forbidden. As well as promoting competitive events unless they are approved by the organiser.

9. Photographs, drawings, films

The organizer is entitled to have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands and to use these for publicity or press purposes without exhibitors being able to object for any reason. This also applies to photographs produced directly by the press or television with the consent of the organizer.

For photographs, drawings and films of stands against payment, exhibitors must only use photographers authorized by the organizer and in possession of a relevant permit. Only these exhibition photographers may be commissioned to take photographs before or after the official daily opening hours. Other service contractors are not admitted during these hours. Exhibitors are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.

10. Withdrawal of application

Once admission has been confirmed, the exhibitor must pay the full rental even if he withdraws his application or fails to exhibit. The organizer also reserves the right to assert claims for damages.

11. Cancellation of admission or stand space confirmation

The organizer is entitled to revoke confirmation of admission and relet the space elsewhere as follows:

- The stand is not obviously occupied in good time, i.e. at least before 3 p.m. on the last assembly day.
- In case of failure to pay the stand rental at the agreed time, the exhibitor allows a period of grace granted by the organizer to lapse without result.
- The conditions for stand space confirmation are not any longer fulfilled by the registered exhibitor or if the organizer receives knowledge of reasons could have justified exclusion if they had been disclosed earlier.
- The exhibitor infracts the site regulations.

The organizer reserves the right to assert claims for damages in such cases.

12. Exclusion of exhibits

The organizer is entitled to demand the removal of items which have not been listed in the application form 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. If this demand is not complied with, the said items will be removed by the organizer at the expense of the exhibitor.

13. Stand Assembly, equipment and design

Stands must conform to the overall layout of the exhibition. The organizer reserves the right to forbid the erection of stands which are unsuitable or to alter them at the exhibitor's expense.

Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the fair or exhibition. 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 fair or exhibition is not permitted.

Names and addresses of exhibitors must be clearly displayed on the stands. Consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted.

After the official closing of the fair or exhibition, basic items, insofar as these have been provided by the organizer, 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 exhibitor. Exhibits which still remain of the stands after the end of the period allowed for dismantling may be removed and stored at the exhibitor's own expense.

14. Force majeure

If the exhibitor is prevented from participating in the event for reasons for which neither he nor the organizer is responsible (force majeure), the stand rental shall be reduced by half.

If the organizer is prevented by force majeure from holding the event, he is required to notify the exhibitors accordingly without delay.

Basically, the claim to stand rental is voided, but the organizer may charge the exhibitor 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 him.

Should the organizer be in a position to hold the event at a later date or another venue, he is likewise required to notify the exhibitor to this effect without delay. The exhibitor is entitled to cancel his participation in the event of a new time or venue within one week of receiving such notification.

If the organizer is compelled to curtail or cancel an event for reasons of force majeure after it has commenced, the exhibitor has no claim to any refund or cancellation of the stand rental.

15. Exhibitor passes, construction passes

Passes for exhibitors are valid for assembly, dismantling and during the event. Each exhibitor will be given free passes according to stand size for his exhibition stand and operating personnel. 3 passes will be issued for up to 12 m² stand space, plus 1 pass for each further full 12 m², up to a maximum of 10 free passes.

Passes for workmen employees during the period of stand construction and dismantling will be provided and charged by the venue management. The validity of these is limited solely to the assembly and dismantling periods and does not cover admission during the event.

These passes will be made out in the name of the persons concerned. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn.

16. Supervision

The organizer will arrange for general supervision in the exhibition centre. This shall not affect the liability provisions of Clause 17.

Exhibitors are strongly recommended to make their own arrangements for the security of their stands and exhibition items and effect appropriate insurance cover. Valuable items which can be easily removed should be locked away at night.

Additional stand supervision is available at the exhibitor's own expense by using the service contractor engaged by the organizer.

17. Liability, insurance, accident prevention

The organizer is liable to the exhibitor and persons authorized to act on his behalf for demonstrable damage incurred during the event in the exhibition centre up to a limit of RMB 50,000 only if such damage is caused by the negligence of the organizer or his staff. The said limit does not apply in cases of deliberate damage or gross negligence. For damage resulting from failure of equipment, operational failures or other incidents having an adverse effect on the event, the organizer is liable in case of deliberate intent or gross negligence.

The organizer is not liable for damage, theft or other loss of exhibits and stand equipment and consequential damage.

The exhibitor is liable to the organizer in accordance with statutory regulations. Exhibitors are strongly recommended to take out exhibitors' liability insurance.

The exhibitor is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. The organizer is entitled to prohibit the exhibition or operation of machinery and/or equipment at his discretion.

18. Protection of industrial property rights

If trade mark or patent right infringements of single exhibitors can be verified the organizer has the right to close the booth and to ban the exhibitor from further participating in the trade fairs organized by NürnbergMesse China in China as well as exhibition organized by NürnbergMesse Group in Nürnberg and worldwide.

19. Site regulations, contravention

Exhibitors shall agree to accept the site regulations during the fair or exhibition in all parts of the exhibition centre. The instructions of the organizer's employees, who possess identity cards, must be complied with.

Contraventions of the General Conditions for Participation or instructions within the framework of the site regulations shall entitle the organizer, if such contravention continues after warning, the immediate closure of the stand at the exhibitor's own risk and expense and without claim to compensation.

20. Direct selling

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

21. Data protection

Personal data are collected, processed and used by the organizer and, if applicable, by their exhibition service partners.

22. Place of fulfilment and jurisdiction

The place of fulfilment and jurisdiction is Shanghai, P.R. China.