# Application as exhibitor



SWEECC- Shanghai, China
July 31-August 2, 2023

**IPB 2023** 

International Powder & Bulk Solids Processing Conference & Exhibition

# Please return to

NürnbergMesse China Co., Ltd.

Rm. 3508-3510, Tower 1, Kerry Everbright City,

No. 218 Tianmu Rd. (W), 200070 Shanghai, P.R. China

Tel: +86 (0)21.60 36-12 25 Fax: +86 (0)21.52 28-40 11 ipb@nm-china.com.cn

# Date for returning: immediately

1. Direct exhibitor	3. Firm stand booking	Stand No
Company name	We desire the following type of stand and stand space/ construction (dimensions in meters only, minimum shell scheme 12 m <sup>2</sup>	
Proprietor/Manager	CONSTRUCTION (almensions in meters	minimum stand space 18 m <sup>2</sup> )
Street	Front m Depth	m Area m <sup>2</sup>
	Stand space/construction*	Stand
Postcode	Zone A Stand space ¥1900/	/m² In-line (1 side open)
Country	Shell scheme package ¥2250/	/m² + 5% Corner (2 sides open)
Tel Fax	Zone B Stand space ¥1200	1/m <sup>2</sup> + 10% Head (3 sides open)
E-mail	Shell scheme package ¥1500.	/m² + <b>15% Block</b> (4 sides open)
Internet	* 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.	
Person to contact	Early booking discount for complete applications received by the organizer by 21 January 2023 of 10% will be granted.	
Tel Fax	We agree to erect 2.50m high stand partition walls, if we don't orde a shell scheme package, on all closed sides of our stand space an lay floor covering.  Stand space includes catalogue entry and internet entry. It does not include any stand construction. It is not allowed to us stand partition walls of adjacent stands. Stand constructions for stand space requires approval by the organizer!	
E-Mail		
Invoice address (only if different)		
Parent company (national/international)  2. Co-exhibitor	internet entry, stand partition	des stand space, catalogue entry and walls, fascia board, carpet, 1 waste basket, 1 power supply 220V an
Company name	Advantages of Zone A:	
Proprietor/Manager Mr Ms	<ul><li>A premium location</li><li>A high valued stand design</li><li>An additional services</li></ul>	
Street	4. Technical stand requiremen	its (for allocating the stand space)
Postcode	Water supply/drainage require	
Country	Compressed air required Switch box 380 V	□Yes □No □Yes □No
Tel Fax	5. Main product group	
E-mail	☐ Basic Processing and Synthe	esis
Internet	<ul><li>☐ Powder Conveying and Storage</li><li>☐ Particle Analysis and Characterization</li></ul>	
memet	<ul> <li>□ Safety and Environmental Te</li> <li>□ Measurement and Control</li> <li>□ Services</li> </ul>	
We agree to pay a fee of $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	6. We will offer the following p	products and/or services
includes the participation fee and the catalogue 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.	English	
•	Chinese	



## Terms & Conditions for Participation

### Entire Contract

- The Exhibitor Application Form filed by the Exhibitor and the Terms & Conditions for Participation and other applicable regulations, rules and policies of the exhibition hall constitute the entire Contract for Participation between the Exhibitor and
- Unless signed by the representatives of the Organizer and the Exhibitor, any revisions, changes or waiver of any provisions and 1.2

### Application of Participation & Acceptance

- Application of Participation & Acceptance
  All the participation application shall be made by the Exhibitor through the submission of application for participation. The
  Exhibitor's application for participation shall be subject to the Exhibitor's application form and the Terms & Conditions for
  Participation. The Ferms & Conditions for Participation including this Terms & Conditions for Participation and its Appendix
  (if any). The submission of application form by the Exhibitor shall be deemed as having made the participation and fully accepting all the provisions of the Terms & Conditions of Participation and its Appendix (if any).
  Unless otherwise decided by the Organizer in writing, all the enterprises, organizations or individuals intending to
  participate shall submit the signed application form to the Organizer before July 30, 2023.
  The Exhibitor shall be an enterprise that has been incorporated in mainland China or other countries or regions outside
  mainland China in accordance with applicable laws, and shall provide the copy of its certification or other valid
  documents of certification. 2 1
- 2.2
- mainland China in accordance with apparame naws, and small provide us copy of the confirmation of receiving such documents of certification.

  The Exhibitor's submission of the application of participation and the Organizer's confirmation of receiving such The Extinutor's summission of the application of participation and the Organizer's Continuation of receiving such application of consent of using the corresponding stand by the Exhibitor. The Organizer reserves the right to refuse to allow any Exhibitor to participate in the exhibition, or to restrict any Exhibitor to attend the event for the purpose of ensuring the effect of the exhibition due to the consideration of the venue, especially when there are not enough available booths.

- Exhibits

  All exhibits of the Exhibitor shall belong to the category checked by the Exhibitor in the application form, otherwise they shall not be displayed publicly in the exhibition. If the exhibits to be exhibited are beyond the scope of the classified list of exhibits in the application form for exhibition approval, the exhibitor shall, within 5 working days after submitting the application for exhibition and the Organizer, make explanations in writing to the Organizer and obtain the permission of the Organizer, otherwise, the exhibits shall not be displayed publicly in the exhibition.

  The Exhibitor shall be the manufacturer of distributor of its exhibits who shall has intellectual property rights in all their exhibits (including without limitation, the owner of the intellectual property rights or acquired the right to use intellectual property by advitud and effective authorization), and shall provide the Organizer with authentic documents of certification relation thereto.
- The Organizer is entitled to demand the removal of items which have not been listed in the application form or considered by the Organizer to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of intellectual property rights. If this demand is not complied with, the said items will be removed by the Organizer at the experse of the Exhibitor. 3.3

### Allotment of Space **4.** 4.1

- Allotment of Space
  Allotment of space will be made by the Organizer in accordance with the theme and arrangement of the event concerned and subject to the space available, and order of receipt of applications will be one of the deciding factor for allotment of space. Sitting requests made in the application form will be considered as far as possible.

  The Organizer is entitled, if necessary, to alter the size, shape and position of the allotted space with written notification to the Exhibitor at least one week before the opening of the event. If this entails an alteration in the stand rental, reimbursement or additional payment shall result.

  Without the prior written consent of the Organizer, the Exhibitor shall not move, exchange or share its stand with any third party, or transfer part or all of its stand to third party (other than the co-exhibitor approved by the Organizer). Except for the specific space of stand the Organizer assigns to the Exhibitor shall not take up any other space (including passageway, other stand not used and public space) within in the exhibition hall.

### Co-exhibitors **5**.

- In principle, each booth of the Exhibition shall only be used by on Exhibitor who has signed the Contract for Participation. If any individual or unit other than the Exhibitor lease a booth together with other co-exhibitors, it shall make special application with the Organizer and obtain the approval of the Organizer. The position, shape and size of such booth shall be designated by
- 5.2 the Organization. The Exhibitor shall abide by the provisions of the Terms & Conditions for Participation. The Exhibitor shall be jointly and severally liable for the performance of the co-exhibitors.

- Initial payment of the Participation Fee: the Exhibitor shall pay 50% of the Total Participation Fee within 7 days after 6.1 Extraction of the Autocommon rec. the Extractor shall pay 50% of the Total Participation Fee within 7 days subsistion of application for participation.

  Residual payment of the Participation Fee: The Exhibitor shall pay the remaining amount of the Total Participation Fee before July30, 2023.
- 6.2
- The Exhibitor shall pay the Total Participation Fee in full within 15 days after submitting the application form if the date of 6.3

- The Extinuitor Snain pay the Total Participation Fee in full within 5 days after submitting the application form if the date of submitting is less than or equal to 90 days but more than 60 days from the date of opening. The Exhibitor shall pay the Total Participation Fee in full within 5 days after submitting the application form if the date of submitting is less than or equal to 60 days from the date of opening. The co-exhibitor shall pay the Total Participation Fee in full within 7 days after submitting the application form or before the date of opening, whichever comes earlier. The applicant or Exhibitor will receive the confirmation notice of the list of other expenses (for example, booth set-up services, promotion materials) from the Organizer, and shall make the foregoing payment within the designated period provided by the notice
- notice.

  The Exhibition shall pay for the Total Participation Fee and other fees subject to this Article. The Exhibitor may participate into the exhibition and use the booth only after it has made full payment of the Total Participation Fee and other fees. In the event that the Exhibitor delays to pay any fees hereunder, and fails to pay in full 10 days after receiving demand, then 6.7.1 The Organizer shall have the right to terminate the Contract of Participation, revoke the Exhibitor's admission permit and sublet the booth to another exhibitor, and confiscate the deposit paid by the Exhibitor; and d.7.2 The Organizer shall reserve the right to recover all the fees payable from the Exhibitor and the losses and damages, include actual losses and expected losses, incurred to the Organizer.

- include actual losses and expected losses, incurred to the Organizer.

  Termination of Contract

  In the event that the Exhibit expresses its termination of participation, it shall be deemed as termination of Contract, no matter whether it has the right to terminate the Contract, the Organizer shall have the right to take the following actions:

  7.1.1 Request the Exhibitor to bear the liability in accordance with the provisions of Article 7.3 and Article 7.4;

  7.1.2 Notify the Exhibitor in writing the termination of the Contract of Participation;

  7.1.3 Re-rent on use by itself the space of the booth confirmed to the Exhibitor; and

  7.1.4 Recover all the losses and damages, including actual losses and expected losses, incurred to the Organizer from the Exhibitor.
- Exhibitor.

  The Organizer shall have the right to terminate the Contract of Participation immediately by written notice in the event the below situation incurs, request the Exhibitor to bear the liability in accordance with the provisions of Article 7.3 and Article 7.4, re-rent or use by itself the space of the booth and reserve the right to recover its losses and damages, including actual losses and expected losses, incurred to the Organizer from the Exhibitor 7.2.1 Exhibitor still did not enter into the hall for booth set-up before 3 p.m. on the last day of the set-up period; 7.2.2 Exhibitor fails to pay the stand rental at the agreed time and allows a period of grace granted by the Organizer to lapse without result;
- 7.3
- into tresult;

  7.2.3 Exhibitor fails to perform or fully perform the provisions in the Contract of Participation; or

  7.2.4 The Exhibitors' conditions are not in conformity with the exhibition regulations

  For the above reasons provided in this Article, in the event that the Contract of Participation is terminated when there is more than 3 months prior to the start of the Exhibitors, the Exhibitor and lay by 50% of the Total Participation Fee to the Organizer as liquidated damages (if the Exhibitor has made such payment to the Organizer in advance, then the Organizer shall directly confiscate such payment);

  For the above reasons provided in this Article, in the event that the Contract of Participation is terminated when there is no more than 3 months (including 3 months) prior to the start of the exhibition, the Exhibitor shall pay the Total Participation Fee to the Organizer as liquidated damages (if the Exhibitor has made such payment to the Organizer in advance, then the Organizer shall directly confiscate such payment).

  Multification

# Modification

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

  The provisions of this Article 8 shall not be bound by the force majeure provisions of this Terms & Conditions for Participation. 8.2

# Exemption Clauses and Force Majeure

- Entity that Chauses and Force Majeure

  If the force majeure event occurs during the performance of the Contract for Participation (which are unforeseeable, unavoidable and insurmountable factors, including but not limited to fire, flood, earthquake or other natural disaster, disease, war, riots, act of public enemy, terrorism, public behavior, changes in government policy or legal power, power off at the exhibition hall or venue or cannot be able to be used normally not due to the sponsor's reason), by the force majeure event party shall immediately notify the other party and all proper measures should be taken to minimize such incidents of damage degree, under the premise, the party suffering a force majeure event shall be exempted from liability for breach of contract and damages caused by the force majeure event. 9 1
- damages caused by the force majeure event.

  If the Organizer is unable to hold the exhibition activities as scheduled due to the above force majeure factors, it shall immediately notify the Exhibitors. If the Organizer is able to hold the exhibition at a later stage or in other places, the Organizer shall immediately notify the Exhibitors. The Exhibitor has the right to confirm in writing whether to continue or cancel the participation within 7 days after receiving the notice of change of the exhibition time or venue. If the Exhibitor is unable to attend the texhibition the Exhibitor shall still pay the full participation fee to the Organizer, if the Exhibitor is unable to attend the exhibition due to force majeure, the paid participation fee will not be refunded and in principle can be extended to the next exhibition. If the Exhibitor fails to pay the participation fee or perform other obligations in accordance with the Contract of Participation before the occurrence of the force majeure event, the force majeure shall not be used as an exemntion of liability to the breaching party. 9.2 exemption of liability to the breaching party.
- Exemption of liability to the breaching party.

  If the force majeure factors led to the suspension or failure of holding the exhibition, or make any changes, or cause personal or property risk, the Organizers shall not bear any liability for compensation for any losses, damages or injury, no matter how the losses, damages or injury occurs, or whom involved; in addition, after the opening of the exhibition, if the Organizer were forced to shorten or cancel the event due to force majeure, the Exhibitors shall not require any fees paid or refunded. In the event that any third party suffers any such loss, damage or injury as a result of Exhibitor's failure to participate, neglect or failure to perform Exhibitor's duties, or as a result of its employees, waiters, agents, contractors or the person of the invitation, Exhibitor or persons associated with the Exhibitor or any damage, theft or loss of property, articles or exhibits caused by the Exhibitor or persons associated with the Exhibitor. The Exhibitor shall be failured to a superior or its employees, agents and management personnel caused therefrom.

  Set-up of Booth and Installation of Equipment

  The Exhibitor or mast abide by the set-up time specified by the Organizer's overall layout of the exhibition. The Organizer 9.3

- reserves the right to prohibit improper booth construction and to supervise the modification of the booth at the expense of the Exhibitor as required by the Organizer
- Exhibitor as required by the Organizer

  During the exhibition, all equipment at the booth shall be set up and installed by qualified professionals at the specified time.

  Exhibitors who design and build their own booths may contact a third party other than the designated contractor to provide booth furniture, decoration, maintenance and infrastructure services if they need additional services. [Exhibitors should fill in and submit the "Commitment letter of Construction Safety for Exhibitors on Bare land" no matter in which form they set up a booth.]
- booth.]

  The Exhibitor shall at all times abide by the relevant laws of the People's Republic of China and the relevant regulations of the exhibition hall in the process of setting up the booth, and shall ensure that all the construction work and mechanical work in the process of setting up the booth shall comply with the above regulations. In the process of booth construction, Exhibitors are not allowed to connect water, electricity and gas without authorization. At the same time, the booth constructed by the Exhibitor shall not affect the display effect of the surrounding exhibitors. He surrounding exhibitors shall be obliged to make adjustments or modifications to its booth construction. At the same time, the Exhibitor shall be obliged to make adjustments or modifications to its booth construction. At the same time, the Destination of the construction and the process of the process of the construction and the process of 10.4
- The booth construction shall not damage any part of the exhibition hall; In case of such damages, the Exhibitor shall be responsible for compensation to the exhibition hall and the relevant third party. 10.5

- responsible for compensation to the exhibition hall and the relevant third party.

  Exhibits Transportation

  The Exhibitor shall be responsible for the cost of transporting its exhibits to the exhibition hall.

  The Exhibitor shall submit the list of the name and quantity of the exhibits to the Organizer or to the transportation service supplier it designates at least ten days before the opening of the exhibition to the organizer or to the transportation service supplier it designates at least ten days before the opening of the exhibition to the exhibition to the organizer of the organizer of any part of the exhibition hall caused by the transportation or removal of the exhibits, the Exhibitor shall be responsible for the compensation to the exhibition hall and related third parties.

  The transportation and removal of the exhibits within the exhibition hall shall be carried out by the service supplier designated by the Organizer.

- 11.5

- resound Allocation
  The Exhibitor who is permitted to attend the exhibition shall be obliged to attend the exhibition. During the opening hours of the exhibition, the Exhibitor shall ensure that the booth is always properly staffed.

  The Organizer shall make a badge for the Exhibitor. Exhibitor badge shall be valid during the assembly, dismantling and exhibition period of the exhibition. Each Exhibitor will get badges for free, depending on the size of the booth and the number of staff. Exhibitors ordering 12m<sup>2</sup> booth can get 3 badges free of charge, and each additional 6m<sup>2</sup> booth can get 1 badge free of charge. Exhibitors can get up to 10 badges for free.

### 13.

- 13.3
- Dismantling

  The Exhibitor must abide by the dismantling time specified by the Organizer.

  After the end of the exhibition, the Exhibitor shall properly clean its booth, remove the materials used for assembling the booth or exhibiting within the time specified by the Organizer, restore the booth to its original state and return it to the Organizer.

  At the end of the exhibition, the Exhibitor must return the basic times provided by the Organizer to ensure that they are not damaged and remain in their original condition. Any damages caused by negligence or failure report to the Organizer immediately upon occurrence shall be the responsibility of the Exhibitor. For exhibits that remain in the booth beyond the permitted period for the dismantling of the booth, the Exhibitor as no right to remove the exhibits or remove the stands before the end of the exhibition. If the Exhibitor withdraws or removes the exhibits in advance, the Organizer shall have the right to impose a fine of RMB 1,000 on the Exhibitor or cancel the Exhibitor's qualification to participate in the exhibition next year, in addition to the contents stipulated in Article 7.1 of this Terms and Conditions for Participation.

  Control of Acoustic Noise. 13.4

- Control of Acoustic Noise
  The volume of the sound broadcasted or produced by the Exhibitor within the exhibition hall shall not exceed 70 decibel (below 90 decibed within the machine display area) to ensure the exhibition will be conducted in a professional and undisturbed atmosphere. In case that the Exhibitor refuses to comply with the stipulation of this clause, the Organizer shall reserve the right to take corresponding measures.

  Photography, Ficture and Video
  Only individuals authorized by the Organizer and possessing a valid badge may take photographs, draw copies or make videos in the exhibition hall. Under no circumstance shall photographs or other images or video recordings be made based on the exhibition hall. Under no circumstance shall photographs or other images or video recordings be made based on the exhibition hall. Under no circumstance shall photographs or other images or video recordings be made based on the exhibition hall. Under no circumstance shall photographs and conditions, the Organizer sand conditions, the Organizer shall be obtained and the major surrounding circuit shall be opened by the electrician of the exhibition hall. The Exhibitors hall be or the cost.
- 15.2 Exhibitor shall bear the cost.
- The Organizer shall have the right to make photos, pictures, movies and videos in accordance with the exhibits on the 15.3 exhibition, and shall have the right to use them in advertisement promotion or general media publication. The copyright of such works shall be the property of the Organizer.

16.1

- Advertising of all kinds is allowed only within the stand space rented by the Exhibitor for his own firm and only for products and/or services 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. 16.2
- Exhibitors are prohibited from broadcasting or recording any advertisements of a political nature and from conducting competitive promotional activities. 16.3

# Liability, insurance and accident prevention

- competitive promotional activities.

  Liability, insurance and activide and conduct or negligence of the Exhibitor or its co-exhibitor, representatives, staffs, agencies, contractors or the audience participating into the exhibition, the Exhibitor shall ensure that the Organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents will not incur any loss therefrom. In case that the aforesaid personnel bear any expenses, responsibilities, losses or are sued or claimed against, the Exhibitor and bear the full liability.

  In order to ensure that the Exhibition goes smoothly and safety, all exhibitors and builders shall purchase the third party liability insurance, and related insurance for staff at the exhibition and the exhibits. Where the Organizer makes requests, the Exhibitor shall provide the Organizer certification of being fully insured. In any event, the Organizer shall not be held liable for any loss (including but not limited to the profit loss incurred by the Exhibitor) caused by elements out of its control, even if such elements have caused 1) the failure of construction, set-up, completion, renovation or withdrawal at the exhibition wene; 2) full or partial cancellation or change of the exhibition; or 3) full or partial changes to the Contract for Participation. The Exhibitor and its builder shall operate strictly in conformity to the operation, and use stipulation of the exhibition hall, and fireproofing management system during the construction period. In case of breach resulting in damages to the exhibition hall, and fireproofing management system during the construction period. In case of breach resulting in damages to the exhibition or any third party, the Exhibitor shall be are the full liability.

  During the term hereof, the Exhibitor shall be fully liable for the safety of its exhibits, stand, furniture and equipment. The Organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other age
- 17.4
- 17.5

### Damage to the Exhibition Hall 18.1

- Damage to the Exhibition Hall

  The Exhibitor shall perform due diligence at its best effort for the exhibition hall or all the decoration, equipment or other property within the exhibition hall, and shall ensure that no damage will be made to such property.

  Where the exhibition or its property incurs any damage due to the act or negligence of the Exhibitor or its co-exhibitor, representatives, staffs, agencies, contractors and other individuals using the exhibition hall for the Exhibitor's reason, the Exhibitor shall be responsible for the restoration and make compensation.

  Upon the request of the Organizer, the Exhibitor shall arrange insurance for the relevant property within the exhibition hall, and submit the related insurance policy to the Organizer or the checking service supplier of the insurance documents designated by the Organizer. 18.2
- 18.3

- the Organizer.

  Incllectual Property
  In case that intellectual property dispute occurs during the exhibition, the Organizer shall notify relevant department and handle it in strict compliance with the provisions of the applicable regulations of the State.

  The Exhibitor shall respect the intellectual property of other exhibitors or enterprises within the industry. In case that court judgments or decisions of the administrative department of intellectual property evidence that one exhibitor, the Organizer shall have right to remove such exhibits, printed documents, promotional materials or other items have infringed the intellectual property of interest shall have right to remove such exhibits, printed documents, promotional materials giving rise to infringement out of the exhibitior, and/or expel such exhibitor and its staffs out of the exhibition ends, close the stand of the infringing exhibitor, and/or expel such exhibitor and its staffs out of the exhibition venue although it has no obligation to do so. The Organizer shall also have the right to exclude the infringing exhibitor from participating exhibitions in the future. In case such measures are proved to be unfair, the Exhibitor shall not make compensation request towards the Organizer. Once submitting the application for participation, the Exhibitor for participating exhibitions in the future. In case such measures are proved to be unfair, the Exhibitor shall not make compensation request towards the Organizer. Once submitting the application for participation, the Exhibitor or once study the Exhibitor or its conduct such as promotion is proved to constitute infringement of the intellectual property of any third party, the Exhibitor commits to remove related items from its booth immediately.

  The Organizer shall not have to prove the adequacy of decisions and conducts it makes towards the Exhibitor. The Exhibitor agrees to respect any decision or conduct of the Organizer. The Exhibitor shall not have the right to request the Organizer to make any compen
- 194

- Where the Exhibitor violates the laws of the People's Republic of China, the Organizer shall reserve the right to engage the liability of the Exhibitor. 20.2

# Dispute Settlement **21.** 21.1

- Inspute Settlement
  The terms and conditions of the Contract for Participation shall be construed and governed by the laws of the Prople's Republic of China (for the purpose of this Contract, excluding Hong Kong SAR, Macao SAR and Taiwan).
  The Exhibitor shall comply with the applicable or future laws and regulations relating to the Contract for Participation and the performance of conditions, made and published by the Organizer or in connection with contracts of holding the exhibition, and rules made by the local government or the head of the exhibition hall.
  Where any dispute arises from the Contract for Participation or related thereto, it shall be submitted to the People's court where the exhibition will be held for litigation. 21.2

# Severability

- In the event that the provision of the Contract for Participation is legally invalid or incomplete, the validity of other provisions or related contract shall not be affected. Under such circumstance, the parties shall have the obligation to change the invalid provisions and/or supplement relevant provisions to achieve the economic purpose both parties pursue to the largest extent. In case of any discrepancy between the Chinese version and English version of the Contract for Participation, the Chinese version shall prevail. 22.1