

Title of the fair
bauma China 2010
International Trade Fair for Construction Machinery, Building
Material Machines, Construction Vehicles and Equipment

Venue: Shanghai New International Expo Centre

Duration and Opening hours
Tuesday, 23 to Friday, 26 November
Tuesday to Thursday 9 am to 5 pm
Friday 9 am to 3 pm

CONTACT:

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Organizer:

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Terms of Participation

All prices indicated below are net. No value-added tax is required.

1 Application

All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing – with a legally binding signature – the “Application” form and submitting it to Messe München GmbH (MMG) at the earliest opportunity or at the latest by the application deadline. **The deadline for applications is 15 February 2010.** Messe München GmbH (MMG) is entitled and authorized by Munich Trade Fairs (Shanghai) Co., Ltd. (MMI) to act and invoice on behalf of MMI. With the application, exhibitors express to MMI their serious interest in taking part in the event as exhibitors. All exhibits must be described precisely on the application form. Co-exhibitors must be named on the application form for co-exhibitors. The same particulars must be specified as for the exhibitor. Incomplete applications cannot be considered. This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation. Organizers of joint stands have to fill in the application form for joint stands which can be obtained from MMG.

2 Permitted exhibits and exhibitors

All domestic and foreign manufacturers or their Chinese subsidiaries, general importers and specialist dealers authorized by the manufacturers are admitted as exhibitors. Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission.

General importers and authorized specialist dealers may only exhibit machines and plants whose manufacturers are not represented at bauma China 2010. All exhibits must correspond to the relevant range of exhibits for this trade fair and be designated by name and category on the application form. Articles other than those permitted and registered, as well as used, hired or leased machinery, may not be exhibited. MMI has the final decision and has the right to remove any other exhibits at the exhibitor's risk and expense.

An exception is made in the case of objects which are not part of the exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes). MMI may exclude specific exhibition objects from the admission and link the admission with conditions.

The Terms of Participation as well as the Technical Guidelines are accepted as legally binding with submission of application documents.

3 Co-exhibitors and additionally represented companies (see Clause 1, 2)

Permission for co-exhibitors must be requested in writing. The registration fee is EUR 220 for each co-exhibitor admitted.

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

The definition of an additionally represented company is as follows: In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor. If an exhibitor who is a distributor wants to display not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

Additionally represented companies are not allowed on the stand.

Admission of the exhibitor does not mean that a contract exists between MMI and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment. The exhibitor must make this payment. The amount can also be invoiced subsequently by MMI.

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation, the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors as if they were his own. If co-exhibitors make direct use of MMI services, MMI is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without MMI's prior written consent.

4 Participation fees, lien

The net participation fees per sqm of floor space are:

a) In the halls (minimum stand size 12 sqm)
Raw space (12 – 50 sqm) 315.00 EUR/sqm
Raw space (51 – 100 sqm) 287.00 EUR/sqm
Raw space (101 – 300 sqm) 259.00 EUR/sqm
Raw space (> 300 sqm) 228.00 EUR/sqm
Upper-storey stand space costs 50% of the price of the respective ground-floor space.

b) On the Outdoor Area (minimum stand size 100 sqm)

Raw space (≥ 100 sqm) 149.00 EUR/sqm

c) Besides the rent of the stand area, the participation fees include extensive services provided by MMI, such as consultation and planning advice, publicity work, organization and technical assistance.

Each square meter or part thereof will be included in full in the calculation, the floor space always being considered rectangular, without taking account of projections, supports, service connections and the like.

The applicant shall be invoiced for 30% of the projected participation fee shortly after his application. This first payment will be refunded if the applicant is not admitted to the trade fair, but will be forfeited if the applicant withdraws unilaterally and completely from the undertaking. The exhibitor shall receive an invoice for the remainder of the participation fee after stand assignment.

Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Payment of the participation fee as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area.

If exhibitors have ordered MMI services, MMI is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to MMI. This applies in particular to obligations arising from previous events.

MMI reserves the right to enforce the lessor's lien, as permitted by law, in order to secure its claims arising from the rental. The exhibitor must inform MMI at any time about the ownership of articles, which are exhibited or to be exhibited. If an exhibitor does not meet his financial obligations, MMI can detain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. The legal provisions on the realization of the pledge are – as far as permitted by law – excluded.

MMI does not accept liability for damage to exhibits and stand fittings detained under this clause, unless MMI is guilty of intent or gross negligence.

Upon special application by the exhibitor, the participation fee and/or the payment for the admittance of co-exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or promise to pay the amount owed to MMI, and MMI must declare its agreement with such.

Should the exhibitor wish to have an invoice rewritten because the name, legal form or address of the recipient of the invoice has changed, the exhibitor is obliged to pay MMI a sum amounting to EUR 50.00 plus VAT for each change of invoice unless the details in respect of name, legal form or address of the recipient of the invoice were incorrect on the original invoice and MMI was responsible for the incorrect details. The exhibitors should be ultimately responsible for failure of third party.

5 Terms of payment (see Clause 4)

The deadlines for payment given in the invoices must be observed. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalogue, and provision of workers' and exhibitors' passes. The applicant or exhibitor will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts in all MMI invoices, which are connected with the event, are to be paid in EUR, without deductions and free of all charges (e.g. bank charges occurring when transferring via bank account have to be paid by the applicant), by credit transfer to the account specified in the invoices, mentioning the exhibitor's company name and invoice number.

6 Rental contract

The application of the exhibitor represents the contractual offer. The admission or rejection will be confirmed to the exhibitor in writing in due time. Admission cannot be transferred. The rental contract comes into force when MMI has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning has been completed.

According to this contract, MMI is authorized to assign a stand area to an exhibitor, which might deviate from the information in the application unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if MMI does not receive the exhibitor's rejection of the assignment of the stand area within one week.

If an exhibitor rejects a stand area before the above mentioned deadline and the assigned stand area is unacceptable for the exhibitor, the exhibitor can demand that MMI assign him an acceptable stand area. If MMI does not comply with the demand within an appropriate time period, the exhibitor can withdraw from the contract. The exhibitor does not have any further rights.

The allocation of the other stands, in particular of neighboring stands, can change by the time the trade fair opens. MMI is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations.

Exhibitors cannot make claims against MMI because of such changes. MMI may also subsequently, i.e. after the rental contract and the stand assignment have come into force, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the trade fair is oversubscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the trade fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against MMI are excluded. If exhibitors cannot use their stand space or are impaired in the use of their stand because they have infringed legal or official regulations or the Terms of Participation or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay MMI compensation for all damage caused by themselves, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

The exhibitor's reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission. Space will be allocated according to MMI's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by MMI at its own discretion, and not according to the order in which applications are received.

Exhibitors do not have a legal claim to admission unless such a claim exists by law. Exhibitors who have not fulfilled their financial obligations to MMI, e.g., in respect of previous events, or have infringed the regulations governing the use of the event grounds, or the terms of participation, may be excluded from admission. MMI is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfills the conditions for admission.

7 Cancellation of contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed so much that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by MMI. Otherwise, apart from the statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract. If the exhibitor states that he is withdrawing from the contract, this means – regardless whether he has the right to withdraw from the contract or not – that he is renouncing once and for all his intention to take part in the trade fair. If the exhibitor states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, MMI is entitled to re-let the stand area or use it itself without being obliged to do so, even if the exhibitor has no right to withdraw from the contract. If the exhibitor has stated that he is withdrawing from the contract, although he has no right to do so, the exhibitor is obliged to pay the participation fee. However, MMI must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; the exhibitor shall not have any further rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay **30% of the agreed participation fee as flat-rate compensation** for expenses incurred by MMI because the exhibitor has withdrawn from the contract and cancelled his participation in the trade fair without being entitled to do so. MMI's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MMI has sustained less damage.

MMI is entitled to withdraw from the contract if the exhibitor fails to meet his financial obligations to MMI on time, MMI has extended the deadline by 5 days and this deadline for payment has not been met. This applies especially if the exhibitor is in default of payments for the **down payment of 30% for the projected participation fee**. MMI is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect MMI's rights, objects of legal protection and interests and MMI can no longer reasonably be expected to adhere to the contract. In the aforementioned cases MMI is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. MMI's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MMI has sustained less damage.

8 Force majeure, cancellation of the event

If MMI is compelled, as a result of force majeure or other circumstances beyond its control (e.g. failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against MMI, in particular claims for damages.

If MMI cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for MMI to hold the event, MMI is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

9 Dates of setting up and dismantling / Assembly, staffing and dismantling of stand

The exact dates for set up and dismantling will be published at a later stage. Just like for bauma China 2008 there will be a special build up scenario for certain sections of the outdoor area.

All delivery and stand-construction vehicles must be removed from the halls and from the outdoor area by 6 pm on the last day of setting up, November 22, 2010. Vehicles which are still in the halls or the outdoor area after these times will be removed by MMI at the risk and expense of the exhibitor concerned. Setting up must be finished by 6 pm at the latest. An extension is possible only in exceptional cases with the written permission of MMI's Operations Department.

The dates for assembly and dismantling must be observed. Stands not occupied by the last day of assembly may be disposed of as MMI sees fit. Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the

prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes (3 pm on 26 November 2010). If they break this rule, MMI is entitled to demand a penalty of EUR 500.00.

MMI is entitled to exclude from future trade fair any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the Terms of Participation, without prejudice to MMI's right to cancel the contract in accordance with Clause 5 or to a claim for all costs thereby incurred by MMI.

10 Stand design and equipment (see also Technical Guidelines)

a) In the halls

Height:

The maximum booth construction and advertising height for one storey booth is 6,00 m. The maximum booth construction and advertising height for multi storey booth is 8,50 m. Construction of partially higher parts is subject to approval of the MMI operations team and the project team for bauma China 2010 and depends on stand position and design and will only be granted in exceptional cases.

Assuming that the Technical Guidelines are observed in designing and constructing a stand, drawings need to be submitted for one-storey stand construction in the halls insofar as they are built by the exhibitor. On request, MMI will check submitted stand construction plans (submitted in two copies) for exhibitors. No specific approval will be issued.

All other stand constructions which are higher than 3 meters, multi-storey stands (see item 4.9 Technical Guidelines), mobile stands, stands with bridges, stairs, cantilevered roofs, galleries, etc.) and constructions on the outdoor area require approval.

Multi-storey stand construction is permitted in the halls with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by MMI. Approval for the multi-storey stand depends on the position of the stand within the hall and the area it occupies. Stand drawings containing elevations and cross-sections, cutaway view, electricity layout, static test report or static load calculation, specification of construction must be submitted in duplicate to MMI's Operations Department for approval by the deadline specified, at the latest 8 weeks before stand assembly is to start.

In the halls for multi-storey structures covering more than 30 sqm, exhibitors need to install a sprinkler system on the ceilings of each storey. The structures of stand cannot hang on the structures of the hall.

In the case of infringement of any of the conditions specified here, MMI is entitled to take action in accordance with the Terms of Participation. MMI will erect partition walls only upon request and at the exhibitor's expense. Exhibitors will receive, in good time, the order form for these walls and further stand walls (height 2.50 m) with the Exhibitor Manual. The stand sides bordering neighboring stands should be kept neutral, white and clear above a construction height of 2.50 m, so that they do not interfere with the design of the neighboring stand.

b) Outdoor Area

Height:

The maximum booth construction and advertising height for one storey booth is 6,00 m. The maximum booth construction and advertising height for multi-storey booth is 8,50 m. Construction of partially higher parts is subject to approval of the MMI operations team and the project team for bauma China 2010 and depends on stand position and design and will only be granted in exceptional cases.

All structures to be set-up in the outdoor area require the prior consent of MMI and get permission from a top level certified structural engineer.

Multi-storey stand construction is permitted in the outdoor area with the approval of a top level certified structural engineer, who is employed by the exhibitor or recommended by MMI. Approval for the multi-storey stand depends on the position of the stand and the area it occupies. The required application forms as well as plans of ground and upper floor, elevations, cross-sections, electricity layout and static calculations or test reports, specification of construction and material must be submitted to MMI's Operations Department in due time, but at least 8 weeks before set-up begins.

At the set-up of facilities, especially buildings, all applicable regulations at the event site must be observed. Attention must be paid to all existing supply pipes, foundations, distribution boxes, etc. during all setup work. Insofar as they are within individual stand areas, they must be accessible at all times. Stand structures may not be built nearer than 0.5 m to the border of neighboring stands unless MMI gives written permission for this. The stand sides bordering neighboring stand should be kept neutral, white and clear above a construction height of 2.50 m, so that they do not interfere with the design of the neighboring stand. Construction elements, stand signboards and banners must be arranged so that there is no unreasonable nuisance to neighbors. Misleading company signs must be removed at the request of the trade fair management. For all construction work, allowance must be made for existing supply lines, distribution boxes, etc. Where these are located within individual stand areas, they must be accessible at all times. Any underground work may only be commenced after approval by MMI's Operations Department. Exhibitors whose stands adjoin the enclosing fence of the trade fair grounds may not use the fence for their construction purposes. Use of the outside of the fence to carry advertising material is not permitted. Publicity balloons are not permitted on the trade fair grounds. In the case of infringement of any of the conditions specified here, MMI is entitled to take action in accordance with the Terms of Participation.

Exhibitors who are allocated in more than one block with public aisles in between the blocks of the booth are not allowed to build booth construction or advertising construction or any other building component or exhibit across these aisles. Aisles are not part of the rented raw space area. No promotion measures are allowed on these aisles.

11 Safety Measures

During set-up and dismantling period in the exhibition area (hall and outdoor) wearing of a safety helmet is compulsory. It is necessary to wear safety helmets and safety belts and to carry out other safety measures against injuries that might be caused by falling objects in overhead work (height all of 2m).

12 Technical installations and other regulations

Applications for electrical installation, water, drainage, and telecommunication connections can be considered only if submitted in due time on the order forms available from MMI. The precise terms of delivery and the connection fees are stated on these forms.

All building structures on the trade fair grounds shall be executed in accordance with the legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads from cranes is prohibited for safety reasons.

13 Restoration of the exhibition areas

All exhibition areas must be handed over to MMI's Operations Department in their original condition by the stipulated date for completion of dismantling. At the end of the exhibition, exhibitors must remove from the site all the materials especially the double-sided carpet tape used from their stands by the respective timings stated in the "Operations Schedule". MMI is entitled to charge the exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at the exhibitor's cost.

14 Use of equipment

Only cranes, fork-lift trucks and working platforms may be used that have been provided by the MMI service partners responsible. In special cases, the consent of MMI's Operations Department is required.

15 Transport of track-laying vehicles

Only track-laying vehicles with smooth track plates, that are also approved for public roadways, may be driven on the roads of the trade fair grounds. The transport of tracklaying vehicles into the exhibition halls is permitted only with the express approval of MMI's Operations Department. The exhibitor is fully responsible for any damage to road surfaces and hall floors.

16 Sales regulations

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchasers until after the trade fair closes. Sales are permitted only to wholesalers, retail or trade customers.

17 Catalogue, Internet, Visitor Information

An official trade-fair catalogue, an internet database and visitor information will be compiled for the trade fair. All exhibitors (including co-exhibitors and companies at joint stands) are included, with the name indicated in the application, in the alphabetical list of

exhibitors in these media. The minimum entry contains the exhibitor's company name, hall and stand number in the alphabetical list of exhibitors. Exhibitors (including co-exhibitors and companies at joint stands) will be offered other entries, eg. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. MMI assumes no responsibility for the correctness and completeness of the catalogue, internet database and visitor information.

The exhibitor is solely responsible for the permissibility under law – and particularly the law on competition – of any advertisement placed in the trade fair catalogue, the internet database or the visitor information of MMI at the instigation of the advertiser. Should third parties assert claims against MMI on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold MMI fully safeguarded against all claims asserted including all costs of any necessary defense in court on the part of MMI. The same applies to exhibitor entries actuated by exhibitors in the trade fair catalogue, the Internet database or the visitor information of MMI.

18 Exhibitors' and Workers' passes

Exhibitors' passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors. For the time in which the trade fair is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Hall		Outdoor					
Registered sqm	Passes	Registered sqm	Passes	Registered sqm	Passes	Registered sqm	Passes
12 to 17	5	55 to 100	30	100 to 250	10	> 1000	max 50
18 to 26	10	101 to 400	40	251 to 500	20		
27 to 54	20	> 400	max 50	501 to 1000	40		

The number of exhibitors' passes is not increased for co-exhibitors. Additional exhibitors' passes are obtainable from the trade fair management and will be charged for. Exhibitors' passes are intended solely for stand personnel, and must not be passed on to unauthorized third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the trade fair centre without corresponding authorization from MMI. All exhibitors' passes are numbered.

Workers' passes for setting up and dismantling of stands are available in the numbers required and will be charged for. They can be obtained at the SNIIEC service center at the South Entrance Hall. These passes are valid only during the time of setting up and dismantling and do not authorize the holder to enter the trade fair centre during the event. Workers' passes must not be passed on to unauthorized third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the exhibitor.

19 Circular letters

Once the stands have been allocated, exhibitors will be informed by circular of further details concerning preparation and organization of the trade fair.

20 Alterations

MMI reserves the right to make alterations and additions in matters affecting technical arrangements and safety.

21 Warranty

Complaints about any defects in the stand or exhibition area are to be made in writing to MMI immediately on occupying the exhibition area, and at the latest on the last day for stand assembly, so that MMI can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against MMI.

22 Liability and insurance

MMI is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which MMI, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grave breach of duty by MMI, its legal representatives or employees. MMI is also liable for any damage caused by grave breach of cardinal duties by MMI, its legal representatives or employees. In these cases MMI is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, at most, however EUR 100,000.00 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special funds under public law. If the exhibitors are entrepreneurs, legal persons under public law or special funds under public law, MMI is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the trade fair. The same applies to vehicles left on the trade fair grounds by exhibitors, their employees or representatives. For his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and co-exhibitors and their exhibition articles or exhibition installations and equipment. Each exhibitor is obligated to take out suitable insurance with sufficient insurance coverage with an insurer registered in the European Union and to pay the premiums incurred (including insurance tax) in good time.

23 Photography, filming, video recording, and sketching

Only persons authorized by MMI and in possession of a valid MMI pass may film, photograph, or make sketches or video recordings in the exhibition halls and the outdoor exhibition area. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, MMI can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require MMI's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer.

MMI is entitled to have photographs, drawings, films and video recordings made of events at the trade fair, of stands and exhibits, and to use them for advertising or general press publications.

24 Catering, deliveries to stands

Only companies approved for the event grounds may supply exhibition stands with food, beverages and/or flowers. Deliveries to exhibition stands are only permitted with restrictions. MMI is authorized to allow deliveries to stands only at certain times. Detailed information on the possibilities of catering at the booth will be given in the exhibitor manual at a later stage but in due time before the trade fair starts.

5 Intellectual property rights

MMI expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, MMI is entitled but not obliged to set up an Intellectual Property Complaint Office (IP Office) for each trade fair, whose purpose shall be to support exhibitors in cases of infringement of their IP rights by other exhibitors. If it is proved to MMI, by presentation of a court decision, that an exhibitor has infringed the intellectual property rights of another exhibitor with the articles on display, printed papers, advertising materials, or otherwise, then MMI is entitled, although not obliged, to remove from the offender's stand the exhibits, printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. MMI is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against MMI, unless the latter is guilty of gross negligence or wrongful intent.

26 Verbal agreements

All verbal agreements, individual and special arrangements are valid only with MMI's written confirmation.

27 Regulations for use

Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors are not permitted to spend the night in the halls or on the outdoor area. Exhibitors must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event.

28 Period of limitation, period of exclusion

All the exhibitor's claims against MMI arising from the stand rental, and all legal proceedings in connection therewith, lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls.

Notwithstanding the provisions set out in Clause 21, any complaints about invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

29 Place of performance, applicable law

Shanghai shall be the place of performance, also for all financial obligations. Only the law of the People's Republic of China shall apply.

30 Jurisdiction, arbitration agreement

The following shall apply to exhibitors incorporated in the PR of China:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may bring an action at the court which has jurisdiction at the registered address of MMI.

The following shall apply to exhibitors incorporated or with their principal place of business outside the PR of China:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, the both parties shall attempt in the first instance to resolve such dispute through friendly consultations.

If any dispute is not resolved by friendly consultations, then any party may submit the dispute to the China International Economic and Trade Arbitration Commission Shanghai Sub-Commission for arbitration in Shanghai in accordance with its rules of arbitration procedure.

31 Data protection

In compliance with data protection legislation, the person-related data of the exhibitor is processed and used for fulfilling the business purposes of MMI as well as being forwarded to third parties in order to above all fulfill the purpose of the contract concerned.

32 Severability Clause

Should the provisions set out in the Terms of Participation or Technical Guidelines be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected. In such a case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue. – In case of divergence between the English and the Chinese text, the English shall prevail.

As of March 2009