



## Application Form

**Deadline for application: 31<sup>th</sup> January, 2019**

### Exhibitor Data

Company (CN)			Under which letter do you want to be listed	
Company (EN)				
Address			Postal Code	
City		Nation		
Phone		Fax		
Email		Website		

For list of exhibitors in catalogue and on internet

Contact for Trade fairs		Phone		Email	
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**Please post the invoice to the following address (if different from above)**

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### Information of Additional Represented Company (¥2000 will be charged for each additionally represented company)

Company (CN)			Phone	
Company (EN)			Fax	
Address			Email (for catalog)	
City			Nation	
Contact Person		Email		Website

### Stand Order (Raw space starting at 36m<sup>2</sup> /4 sides open starting at 72 m<sup>2</sup>, )

Raw Space (1 side open)		Raw Space (2 sides open)		Raw Space (3 sides open)		Raw Space (4 sides open)		Standard Booth Package	
¥1450/m <sup>2</sup>		¥1460/m <sup>2</sup>		¥1480/m <sup>2</sup>		¥1500/m <sup>2</sup>		<input type="checkbox"/>	Package A, ¥230/m <sup>2</sup> (Min. 9m <sup>2</sup> )
Sqm (m <sup>2</sup> )	Length* Width (m)	Sqm (m <sup>2</sup> )	Length* Width (m)	Sqm (m <sup>2</sup> )	Length* Width (m)	Sqm (m <sup>2</sup> )	Length* Width (m)	<input type="checkbox"/>	Package B, ¥280/m <sup>2</sup> (Min. 9m <sup>2</sup> )
Additional exhibitor (¥2000)				<input type="checkbox"/>				<b>Total Amount</b>	¥

(Tax included)

Standard Booth A: Inquiry Desk\*1, Chair\*2, Spotlight\*2, Plug\*1, Rubbish Bin\*1

Standard Booth B: Inquiry Desk\*1, Chair\*4, Spotlight\*2, Plug\*1, Rubbish Bin\*1, Magazine Rack\*1, Round Table\*1

**Positioning NOT close to the following companies**

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### Preferred Exhibition Area

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Material Handling and Storage Technology                 | <input type="checkbox"/> Retrofitting   | <input type="checkbox"/> Order-picking System         |
| <input type="checkbox"/> Warehousing and Operational Equipment                    | <input type="checkbox"/> Software for Simulation  | <input type="checkbox"/> Software for Storage Systems |
| <input type="checkbox"/> Packaging, Weighing, Measuring and Franking              | <input type="checkbox"/> Security   | <input type="checkbox"/> Outsourcing Partners         |
| <input type="checkbox"/> Loading Technologies and System/Load Securing            | <input type="checkbox"/> Labeling and Identification                                    | <input type="checkbox"/> Logistics Facilities         |
| <input type="checkbox"/> Ground Conveyors and Accessories                         | <input type="checkbox"/> Consultation, Planning and Implementation                      |   |
| <input type="checkbox"/> Information and Communication Technology                 | <input type="checkbox"/> Authorities, Organizations, Training and Media                 |   |
| <input type="checkbox"/> Warehouse and Production Controls/ Robotics              | <input type="checkbox"/> Energy, Environmental Technology, Recycling and Waste Disposal |   |
| <input type="checkbox"/> Software for Stock Management, Inventories and Archiving |   |   |

Date

Company stamp and legally binding signature

## Terms of Participation

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### 1. Exhibition and Admittance

**1.1** LogiMAT China 2019 exhibition will be held at Shanghai New International Expo Centre from 15-17 April, 2019. It is organized by Nanjing Stuttgart Exhibition LTD. (Messe Nanjing or organizer.)

**1.2** The request for permission to participate in the exhibition is made by sending the legally binding signed and completed Exhibition Registration Form on the front page to the organizer. These terms and conditions for participation of Messe Nanjing are recognized as obligatory with the signing and return of the Exhibition Registration Form to Messe Nanjing. The exhibitors are bound to their registration until such time as decision is made by Messe Nanjing regarding admission. Only registrations received by Messe Nanjing before the closing day of 31 January, 2019 will be taken into consideration for LogiMAT China 2019. Registrations received after the closing day may still be considered if Messe Nanjing permits in exceptional case. The decision regarding the admittance of exhibitors and exhibition articles as well as the allocation of space is made by Messe Nanjing. Messe Nanjing reserves the right to accept or refuse any registration regarding admission without giving any reason. Admittance is granted with the written confirmation of Messe Nanjing. This makes the rental agreement between the exhibitors and Messe Nanjing legal and binding. If noting different has been agreed in written.

**1.3** The application and confirmation of its receipt do not constitute grounds for any claim to approval. Or to any specific location or site of stand. In particular, the organizer is entitled to implement reduction in the number of square meters applied for if the exhibition area available is oversubscribed.

**1.4** If the contents of the confirmation differ significantly from the contents of the Exhibition Registration Form, then the contract is concluded in accordance with the confirmation, unless the exhibitor objects within two weeks in writing.

**1.5** Any exhibitor who wishes use a company name on its exhibition stand which is different to that started on its Exhibition Registration Form must submit notice of this change to the organizer at least three months prior to the commencement of the exhibition.

**1.6** All domestic and foreign manufacturers or their Chinese subsidiaries, general importers and specialized dealers authorized by the manufacturers as well as organizations and institutions are admitted as exhibitors.

**1.7** The organizer reserves the right at their sole discretion to change the location, type, dimensions or size of the exhibition area rented by the exhibitor or to change the opening hours, the dates, the terms of duration of the exhibition from that for which application is made from Exhibition Registration Form and to undertake any kind of alternations to the exhibition whatsoever. The organizer will provide exhibitor with the notice of the changes as soon as practicable. If the changes are so much subsequently that the exhibitor are no longer reasonably expected to accept the changes the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification of the changes by Messe Nanjing.

### 2. Allocation of Exhibition space, Co-exhibitors

**2.1** The exhibition space is rented to the exhibitor only (in common with the organizers and all others authorized by the organizer) on a non-exclusive basis. The exhibitor is prohibited to sublet the exhibition space allocated to it, either wholly or in part

or otherwise part with or share possession of all or any part of exhibition space without the prior written consent of the organizer. The exhibitor shall ensure that any such authorized subletting complies with this contract, Terms and conditions for participation, Technical Guidelines of the Shanghai New International Expo Centre and the Exhibitor Manual. The exhibitor shall be responsible for any default of such subletting and shall indemnify the organizer in accordance with clause 8. The organizer reserves the right to cancel the participation and contract immediately if both subletting occurs.

**2.2** Co-exhibitors are those who appear at the stand of an exhibitor with their own staff and own offering. These include consolidated companies and subsidiaries. The acceptance of the co-exhibitor must be requested in writing from Messe Nanjing, stating the full address and contact partner.

### 3. Terms of Payment

a) A non-refundable deposit of 50% of total stand rental charges should be paid within 7 days after the date of the booth confirmation of Messe Nanjing.

b) The balance shall be paid before 15<sup>th</sup> January, 2019

c) If participation application is made after 15<sup>th</sup> January, 2019. The stand rental charge should be paid in full upon receipt of the invoice.

In the event of default of payment of deposit by 15<sup>th</sup> January, 2019. The organizer will urge once. If the payment is not made within the next 3 working days after receipt of the urge (unless the urge specifies otherwise), the exhibitor's application shall be deemed to be cancelled, and the organizer shall reserve the right to claim all payment due from the defaulting exhibitor. The exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

### 4. Stand Construction and Stand Design

**4.1** Stand construction, design and safety are the responsibility of the exhibitor, who is obliged to ensure that everything is carried out in accordance with all applicable regulations and statutory guidelines as well as the Technical Guidelines of the Shanghai International Expo Centre which are also a part of the contract.

**4.2** If presentations are to be held at stands, measures must be taken to ensure that they do not cause any visual or acoustic disturbance of neighboring stands. Moreover, neither common aisles nor floor areas of neighboring stands may be obstructed in any way whatsoever. Sound emissions from the stand must not exceed 70 dB (A) at the presenting stand's boundaries. In case of infringement, the organizer is entitled at its own discretion to prohibit the presentation causing annoyance or obstruction, and in case of repeated infringement to terminate the stand rental contract with immediate effect.

**4.3** Stand must be staffed during opening hours and be filled with exhibits. Only brand new products may be exhibited, unless they are items that are used solely as fittings or for illustrative purposes. Exhibits other than those registered are not permitted.

**4.4** Surveys and promotional activity on the part of the exhibitor are permitted only at its own stand and only for the articles they exhibit. This includes, in particular, the distribution of pamphlets.

**4.5** The organizer reserves the right at any time to order the alteration or removal of any stand which differs from the

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approved specifications or which does not conform to the Technical Guidelines of the Shanghai International Expo Centre and the LogiMAT China Exhibitor Manual. The costs of such alteration and removal shall be entirely borne by the exhibitor and any sums of money which may have been paid by the exhibitor for rent and charges shall not be refunded. If any such alterations or removals are not made within the time required by the organizer then the organizer may undertake the same at the risk and cost of the exhibitor and the exhibitor shall reimburse all costs and expenses incurred in relation thereto by the exhibitor on demand.

### 5. Stand Set-Up, Stand Dismantling and Opening Hours

**5.1** Stand set-up and dismantling can be carried out during the following time:

Stand set-up: 13<sup>th</sup> April 2019, 09:00-18:00

14<sup>th</sup> April 2019, 09:00-18:00

Dismantling: 17<sup>th</sup> April 2019

Outside these times stand set-up and dismantling require prior approval of Messe Nanjing.

**5.2** Set-up of the stands in the halls can only be started on the set-up date stated (see 5.1). All stands must be constructed and equipped by the end set-up date (fixed date see 5.1). The Messe Nanjing is entitled to dispose of stands that are not occupied and constructed up to this point in time in an alternative manner, unless this is due to a fault of Messe Nanjing. The affected exhibitor cannot make any claims from this-including reimbursement of the rent-against Messe Nanjing.

**5.3** Adherence to the dismantling period in accordance with 5.1 must be explicitly noted. The rental contract terminates when the exhibition is over. The Messe Nanjing cannot accept any liability for any articles left remaining in the stand after this date. The stand area must be completely cleared by the exhibitor at the latest by the time stated for dismantling (see 5.1). The exhibition area must be returned by the exhibitor in the state in which it was handed over. The rental contract for rented stands terminates definitively at the end of the trade fair. The rented stands must be completely cleared 3 hours after the end of the trade fair at the latest. The organizer is entitled to remove, at the exhibitor's expense, any objects not removed within the dismantling period. The organizer is not obliged to store these objects and may dispose of them at will.

Opening hours of the exhibition:

15<sup>th</sup> April 2019, 09:00-17:00

16<sup>th</sup> April 2019, 09:00-17:00

17<sup>th</sup> April 2019, 09:00-17:00

### 6. Movement of Exhibits

**6.1** The exhibitor shall bear the responsibility and expenses for transport of exhibits to the exhibition venue.

**6.2** The exhibitor shall make their own arrangements for the storage and warehousing of the exhibits, subject to the approval of the organizer.

### 7. Withdrawals

**7.1** A rescission from the rental agreement (exhibition contract) by the exhibitor is excluded unless they have been faulted with willful intent or gross negligence by Messe Nanjing or the requirements of a statutory right for rescission apply.

**7.2** If Messe Nanjing permits rescission in exceptional cases (and the requirements of the exceptions of 7.1 do not apply), this may only occur under the condition that the exhibitor is obligated to pay:

a) 50% of the total participation fee more than 2 months prior to the start of the exhibition;

b) 100% of the total participation fee within 2 months prior to the start to the exhibition.

7.3 In all cases, cancellation must be made in written form.

### 8. Preamble, Limitation of Liability, Compensation for Damages and Insurance

**8.1** If regulations have been provided in Terms and Conditions for Participation of Messe Nanjing regarding limitation of liability and exemption of liability, these apply, if a fault is evident on the part of the Messe Nanjing, not for willful actions and actions of gross negligence, not for damages arising from death, injury to body or health.

**8.3** Messe Nanjing is only responsible for damages that can be attributed to the inadequate quality of the rented rooms and any other articles that have been rented. In the event of the failure of any equipment, breakdowns or other events impacting the exhibition, Messe Nanjing is only liable if it can be proved that these events resulted from willful intent or gross negligence on their part or on the part of their vicarious agents. Messe Nanjing only assumes liability for articles provided at the exhibition by the exhibitor, their authorized staff or third parties if damage occurs to these articles, which can be proved to have occurred due to willful intent of gross negligence by their legal representative, an employee or a vicarious agent. The same applies for tortious actions. The Messe Nanjing is not liable to the exhibitor for loss of profit or other financial loss. Liability by the Messe Nanjing for non-foreseeable damages according to scope and amount is excluded. Where liability by the Messe Nanjing is excluded or restricted, this also applies for the personal liability of their employees, staff, personnel, representatives and vicarious agents. The terms of 8.1 are unaffected.

**8.4** The exhibitor shall indemnify and hold the organizer and its employees, staff, personnel, representatives and vicarious agents harmless with respect to all costs, claims, liabilities, losses, demands, proceedings and expenses to which the organizer and its employees, staff, personnel, representatives and vicarious agents may in any way be subjected (including but not limited to members of the public, the staff of the local authorities, or the organizer of exhibitor's staff, agents or contractors) caused as a result of any act of omission of the exhibitor or its co-exhibitors, representatives, employees, agents, contactors or invitees. The terms of 8.1 are unaffected.

**8.5** Messe Nanjing does not bear any insurance risk for the exhibitor. The exhibitor is explicitly referred to their own insurance options. If the organizer so demands, the exhibitor shall provide proof to the organizer that the exhibitor has adequate insurance coverage. In general, the exhibitor is recommended to appropriately insure their risks based on the rental contract. Messe Nanjing recommends the exhibitor and its contractors to purchase a 3<sup>rd</sup> party public liability insurance and relevant insurances towards employees and exhibits. Messe Nanjing is neither liable for any personal damages or damages for exhibits nor liable for any compensation on lost material, theft and fire. If

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Messe Nanjing has to pay compensations due to the events related to the exhibitors' participation during the show; Messe Nanjing has the right to ask the relevant exhibitors reimburse the compensation to Messe Nanjing. Messe Nanjing is not liable for any direct or indirect personal injuries and property damages towards exhibitions, their representatives and employees. If the exhibitor is an entrepreneur, a legal person under public law or a special fund under public law, Messe Nanjing is under no circumstances liable for damage to or loss of goods brought to the exhibition 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 exhibition. 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. The terms of 8.1 are unaffected.

### 9. Force Majeure and Performance of Services

**9.1** Cases of Force Majeure, which prevent Messe Nanjing from fulfilling their obligations either totally or in part, relieve Messe Nanjing from fulfilling this contract until the case of force majeure is removed. Messe Nanjing must inform the exhibitor of this immediately, provided that they are not likewise prevented by force majeure from doing so. The impossibility of a sufficient supply of supplies, such as electricity, heating, etc., as well as strikes and lockouts-provided that they are not only for a short period of time or are caused by Messe Nanjing-are also equated with a case of force majeure. If costs for the preparation of the exhibition are incurred to Messe Nanjing in these cases, the exhibitor is obliged to pay these costs.

**9.2** The performance of all services is subject to available capacities. The organizer is entitled to postpone, curtail, temporarily close, wholly close, close in part or cancel the event for a substantial reason (e.g. labor dispute, epidemic disease, government limitation, force majeure, inadequate turnout). In the case of complete or partial postponement or curtailing, the contract is considered to apply to the altered period, unless the exhibitor objects in written form within a period of two(2)weeks after being advised of the alteration. Discounts on any agreed fees and reimbursement of any expenses incurred by the exhibitor in reliance on the exhibition running as at first anticipated are hereby expressly excluded.

### 10. Intellectual Property Rights

**10.1** The exhibitor is obliged to strictly observe the industrial property rights of third parties with regard to the articles they exhibit. Articles that violate the intellectual property rights, in particular trademark rights, design patent rights, utility patents and/or patents are not permitted as exhibition articles.

**10.2** The exhibitor is obliged to remove articles that violate these rights in terms of 10.1 immediately from their stand.

**10.3** The exhibitor is liable in the same manner for rights violations through articles of co-exhibitors in terms of 2.2.

**10.4** Messe Nanjing reserves the explicit right to exclude the exhibitor from the current and/or future event(s) without any compensation, without justification of a respective obligation, if infringement of industrial property rights and/or infringements against the obligations in terms of 10.1 and 10.2 can be substantiated. 10.3 applies accordingly.

**10.5** Exhibitors are solely responsible for safeguarding the intellectual property rights of their exhibition articles.

**10.6** If Messe Nanjing exercises their exclusion right in terms of 10.4, based on a judicial decision or on substantiated evidence for the infringement of an industrial property right, the exhibitor concerned is not entitled to any compensation for damages from Messe Nanjing if the violation of intellectual property rights should prove to be invalid at a later point in time (as the result of an appeal procedure or other legal evidence). This does not apply in cases where Messe Nanjing has acted with willful intent or gross negligence.

### 11. Storage of Data

The exhibitor agrees explicitly to the storage, processing and forwarding of person-related data by Messe Nanjing in accordance with data protection legislation, including the use of automatic data processing, provided this is required solely for business purposes.

### 12. Applicable Law, Place of Execution and Place of Jurisdiction

**12.1** Only the law of the People's Republic of China applies for all the legal relations between Messe Nanjing, their personnel, vicarious agents and their assistants on the one hand and the exhibitor as well as their personnel, vicarious agents and their assistants on the other hand.

**12.2** The place of execution is Nanjing.

**12.3** In the event of any dispute, controversy or claim (collectively "dispute") arising out of or relating to this contract, or the breach, termination or invalidity of this rental contract, then any party may bring an action at the court which has jurisdiction at the registered address of Messe Nanjing. To exhibitors incorporated or with their principal place of business outside the PR of China any party may submit the dispute to the China International Economic and Trade Arbitration Commission Shanghai in accordance with its rules of arbitration procedure.

### 13 Additional Agreements and Severability Clause

**13.1** Additional agreements are only legally binding if they are made in writing with Messe Nanjing and are confirmed in writing by Messe Nanjing.

**13.2** The Terms and conditions for Participation and this contract will remain valid even if individual conditions should become invalid. The respective condition must then be replaced by a condition that corresponds as far as possible to the original commercial purposes.