

Part I Space Application



www.medicalfair.cn

Medical Fair China 2019
Suzhou International Expo Centre
Suzhou, China
05-07 September, 2019

Member of MEDICAlliance

Please complete and return this form to:

Ms. Yan Jiang
Messe Düsseldorf (Shanghai) Co., Ltd.
Unit 1209, Landmark Tower 1, 8 North Dongsanhuan Road, Beijing 100004, China
Tel : +86-10-6590 7101 (ext. 8602) Fax : +86-10 6590 7347
Email : yan.jiang@mds.cn
Website : www.medicalfair.cn

Registered company name: _____

Address: _____

Country / Region: _____ Postal Code: _____

Tel: _____ Fax: _____ Email: _____

Contact Person: _____ Mobile: _____

Job Title: _____ Website: _____

Cost of Participation

<input type="checkbox"/> Zone A Shell Scheme 2,100 RMB/sqm _____ m x _____ m= _____ sqm. Total cost (RMB): _____	<input type="checkbox"/> Zone B Shell Scheme 1,800 RMB/sqm _____ m x _____ m= _____ sqm. Total cost (RMB): _____
<input type="checkbox"/> Zone A Raw Space 1,800 RMB/sqm _____ m x _____ m= _____ sqm. Total cost (RMB): _____	<input type="checkbox"/> Zone B Raw Space 1,500 RMB/sqm _____ m x _____ m= _____ sqm. Total cost (RMB): _____

* Shell Scheme Package Stand: Wall construction, 3 chairs, 1 information desk, 3 spotlights, socket, wastepaper basket, 1 brochure holder

Please tick your product categories

- | | |
|---|---|
| <input type="checkbox"/> Medical digital imaging products | <input type="checkbox"/> First aid and care products |
| <input type="checkbox"/> Optical and electronic products | <input type="checkbox"/> Rehabilitation devices and equipment |
| <input type="checkbox"/> In vitro diagnostic products | <input type="checkbox"/> Home medical equipment |
| <input type="checkbox"/> Minimally invasive instruments, implantable and interventional medical devices | <input type="checkbox"/> Smart medical products |
| <input type="checkbox"/> Operating room equipment | <input type="checkbox"/> Medical equipment raw materials, components, accessories and software products |
| <input type="checkbox"/> Laboratory equipment | <input type="checkbox"/> Others _____ |
| <input type="checkbox"/> New medical consumables | |

Company stamp and legally binding signature

Date

In submitting this Space Application Form, the exhibitor agrees to all points of the Conditions of Participation specified in Part II and confirms to have received them.

Part II Conditions of Participation

Special Statement: these Conditions contain the terms that expressly exclude, restrict the liability of the Organizers or restrict the rights of the Exhibitor. These terms (including other important contents) are purposely made in bold to draw attention of each Party. Upon request by the Exhibitor, the Organizers are willing to explain these terms in further details to the Exhibitor.

1. Definition

The nouns defined in these Conditions of Participation apply to all the terms on participation, and shall have the following definitions unless the context otherwise requires:

- (a) "Organizer" - means
- Messe Düsseldorf (Shanghai) Co., Ltd.
Contact Address: Unit 307, Tower 1, German Centre for Industry and Trade, 88 Keyuan Road, Zhangjiang Hi-Tech Park, Pudong, Shanghai 201203, P.R.China
Tel: (86 21) 6169 8300 / Fax: (86 21) 6169 8301
E-mail: shanghai@mds.cn / Website: www.mds.cn
Hereinafter referred to as MDS
The Organizer is responsible for implementation of the Exhibition within its duties and functions as set out hereunder and in the Application Form.

Rights of the Organizer hereunder shall be exercised by MDS.

- (b) "Exhibition" - means Medical Fair China 2018 to be organized by the Organizer as specified in the Application Form.
- (c) "Exhibitor" - means any entity, legal person or other form of company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibit or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizers.
- (d) "Exhibition Venue" - means Suzhou International Expo Centre, Suzhou, China
- (e) "Relevant Period" - shall commence from the date on which the Exhibitor submits its Application Form to the Organizers and shall end on the last day of the Exhibition.
- (f) "Publicity Materials" - means the promotional gifts, catalogues, pamphlets and all any advertising and publicity materials whatsoever which the Exhibitor wishes to display, distribute or use at the Exhibition.
- (g) "Build-up Period" - means the period for the constructors to build up and construct the exhibition booths at the Exhibition Venue as specified in the Exhibitor Service Manual referred to in Article 2.1 hereof.
- (h) "Exhibition Period" - means [the period specified in the below Article 2.2].
- (i) "Dismantling Period" - means the period for the constructors to dismantle the constructions at the Exhibition Venue as specified in the Exhibitor Service Manual referred to in Article 2.3.
- (j) "Exclusive Services Provider" - means the providers designated by the Organizers to provide the relevant exhibition services to the Exhibitor for the purpose of on-site safety and management. Please refer to the Exhibitor Service Manual.
- (k) "Affiliates" - means parent companies, subsidiaries of the relevant Party, subsidiaries of parent companies or companies merged to or aligned with the relevant companies, as well as individuals such as directors, managers or employees or other staff of the relevant Party or one of its affiliated companies at any relevant date.
- (l) "Rules and Regulations" - means [the rules and regulations on the Exhibition and Exhibition Venue in writing served on the Exhibitor].

"The Organizer" and "the Exhibitor" may be individually referred to as the "Party" or collectively as the "Parties" under these Conditions for Participation.

2. Timetable

- 2.1 Exhibition Booths Build-up Period: 3-4 September, 2019
2.2 Exhibition Period: 5-7 September, 2019
2.3 Booths Dismantling Period: 7 September, 2019

3. Deadline for Registration: 5 August, 2019

4. Catalogue Entry

The participation fee includes a free basic entry of the Exhibitor's full contact details in the official catalogue (company, address, country, telephone, fax). The Exhibitor will be forwarded separate forms in due course for catalogue entries together with the information of costs of the additional services.

5. Costs of Participation

The costs of participation to be paid are as set forth in the participation form.

Participation options:

5.1 General services and facilities

- Provision of net fair space (stand area)
- Pro rata charge for public area (difference between gross and net area)
- Entry of Exhibitor's contact details in the catalogue of the Exhibition (company name, address, country, tel. and fax)
- Mark of Stand number
- Cleaning of aisles and passages in halls (exhibitors are responsible for cleaning their own stands)
- General security service (no individual surveillance)
- Fire protection service during Build-up Period, Exhibition Period and Dismantling Period

- Design of public area and halls (banners, marks)
- General illumination of halls during Build-up Period, Exhibition Period and Dismantling Period
- Equipping and operating a service centre (fax and telephone, forwarding agents, technical facilities office and the Organizers' office)
- Comprehensive visitor recruitment and promotion
- Visitor registration system (for trade events only)
- Information stands for visitors.

Services and facilities for "Space only" options:
Hall area without constructing structure

Any additional technical services required, e.g. power, security, connection of water, local labour, are to be provided exclusively by the Organizers at an extra charge and can be subscribed by using special order forms by the Exhibitor. Fees for additional stand build-up services other than the participation fee, and any subscription for services shall be agreed or charged according to the Organizers' published price lists valid at the time of the event.

The rates published by the Organizers are fixed prices and the Exhibitor shall be deemed to have accepted the rates published by the Organizers by submitting the application for participation registration. In the event of any change in the initial conditions agreed between local contractual partners and the Organizers or of any amendment to the legal terms and fees after the Exhibitor has been admitted, the Organizers shall be entitled to adjust the published rates and charge the fees or the balance from the Exhibitor at the adjusted rates.

6. Application for Registration

Application information must be submitted by using the enclosed form ("Application Form"), acknowledging the acceptance of these Conditions of Participation. The completed Application Form bearing a signature and stamp of the Exhibitor shall be mailed to Messe Düsseldorf (Shanghai) Co., Ltd. Please refer to application form for their contact information.

Conditions or other terms of reservations or amendment of rights and interests specified by the Exhibitor in the Application Form shall only become part of the contractual relationship between Organizers and Exhibitor if accepted in writing by the Organizers. Requests for specific exhibiting sites do not form a condition of participation. Only upon receipt by the Organizers shall the application for participation be deemed to have been submitted. In submitting the Application Form, the Exhibitor expressly agrees that it will not at any time during the Relevant Period withdraw its application. Particulars given shall be stored by the Organizers for automatic data processing and shall be made available to third parties upon implementation of the contract. In submitting the Application Form, the Exhibitor expressly agrees that the Organizers may provide its information to third parties. Applications shall be processed by the Organizers in the order received. Any application received after the start of space allocation can only be considered if sufficient space is available. Any required services offered by the Exclusive Services Provider must be subscribed through the Organizers.

7. Admission

In principle, only those Exhibitors whose exhibit range is within the theme the Exhibition shall be admitted in the Exhibition. The Exhibitor does not have legal right to require admission.

The Organizers shall have sole and absolute discretion to decide whether to approve the applications for registration of exhibitors and exhibits. Any company which has failed to perform its financial obligations owing to the Organizers or their Affiliates (from previous fair participation and/or under the terms of these Conditions of Participation) may be rejected by the Organizers.

Until an Exhibitor's application has been accepted in writing ("Admission Notice") by the Organizers, no rights to participation will be granted to the Exhibitor notwithstanding payment or an acceptance of the full rental paid together with the Application Form. The Organizers reserve the right to decline any application without giving any reason. The date of the Admission Notice issued by the Organizers shall form the commencement of the Contract between Organizers and Exhibitor.

The Organizers shall be entitled to revoke any admission if such admission was based on misunderstanding, false information or if the preconditions for approval no longer apply.

Should the Organizers be compelled to relocate or change certain individual stands, entrances, exits or aisles after giving the admission, such relocation or change shall not give rise to any claim against the Organizers.

If through no fault on the part of the Organizers the space allocated can no longer be used, the Exhibitor shall be entitled to request a refund of the participation fee, free of interest. No claim for further damages shall be submitted.

Following admission by the Organizers (or conclusion of contract), the obligation to pay the participation fee shall be and remain legally binding on the Exhibitor, even if the authorities in the exhibiting country do not approve, in whole or part, the Exhibitor's import requirements, or if exhibits for any reason whatsoever fail to arrive at the Exhibition Venue in time or to arrive at all (e.g. owing to loss, delays in transit or detention by customs), or if the Exhibitor or its agent is late for or even unable to attend the Exhibition.

Should the Exhibitor or its agent fails to take over the allocated stand area two days prior to the beginning of the Exhibition Period, such area may be otherwise disposed of in such manner as the Organizers shall determine in its absolute discretion. This shall not release the Exhibitor from its contractual obligations or entitle him to a demand for refund or lodge any other claims against the Organizers.

Without the prior consent of the Organizers, Exhibitors are not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge. Products or companies other than those specified on the Admission Notice cannot be advertised on the stand.

8. Terms of Payment

The currency of invoice is in RMB.

Participation fee set forth in Article 5 hereunder shall be paid by the Exhibitor upon receipt of the Admission Notice from the Organizers. Full payment must be paid within 7 days after receipt of the Payment Notice.

- (a) The Organizers reserve the right to demand additional non-interest deposit(s) from the Exhibitor at any time as a guarantee for the cost of actual or potential damage.

- (b) If the Exhibitor, for whatever reason, withdraws its application, gives up participation or reduces the stand area after the Organizers have sent the Admission Notice, the Exhibitor shall nevertheless pay the participation fee (as defined in points 5 of this document) and all fees and charges paid previously will not be refunded.

- (c) Charges for other services, separately subscribed services or goods shall be payable at the time of performance or on the date of receipt of the invoice at the latest.

- (d) All payments shall be payable to Messe Düsseldorf (Shanghai) Co., Ltd. inclusive of bank charges and currency exchange charges and must be made by bank draft or direct transfer to:
Messe Düsseldorf (Shanghai) Co., Ltd.
LG1, HSBC Building, Shanghai IFC, 8 Century Avenue,
Pudong, Shanghai, P.R.China 201203
HSBC Bank (China) Company Limited Shanghai Branch
SWIFT Code: HSBCCHSH
Account: 920-004678-001 (RMB)

- (e) In case the Exhibitor fails to pay all or part of the payables, the Organizers shall be granted a right of Lien in respect of the equipment and exhibits within the Exhibitor's stand (the "Lien Items") on the understanding that the Organizers are entitled to realize and / or sell the Lien Items in order to collect the owed payments. The Organizers shall not be held liable for damages to / losses of the Lien Items arising from such realization and / or sale.

- (f) If invoices are issued by the Organizers to a third party as designated by the Exhibitor, the latter shall still remain the debtor of the Organizers.

- (g) In case of default by the Exhibitor of payment of any sum according to these Conditions of Participation and contractual stipulations, interest shall be charged on the outstanding sum at a rate of seven percent (7%) p.a. Where payments are not made in due time, the Organizers shall, without prejudice to other remedies and rights available hereunder, be further entitled to terminate the contract or otherwise dispose of the stand area and the Exhibitor shall be responsible for all losses suffered by the Organizers. The above provision shall also apply to the circumstances that the Exhibitor fails to make the payments in due time in case of withdrawal of its application for participation or non-participation (Article 9 of the Conditions of Participation).

9. Withdrawal or Non-Participation

The Exhibitor shall not be entitled to withdraw his registration or reduce the fair space after submission of the form of registration. Both the participation fee and any other costs actually incurred by the Organizers must be paid.

Withdrawal by the Exhibitor or any waiver is of a written declaration to the effect. The Exhibitor shall inform the Organizers thereof at once.

10. Termination Rights

The Organizers shall have the right to terminate in writing the Exhibitors participation in the Exhibition if the Exhibitor is in any of the following events, and at the same time to reserve the right to request the Exhibitor to indemnify all the losses incurred:

- (a) If the Exhibitor or any of its representatives or Affiliates commits a breach of any obligations hereunder or of any applicable Rules and Regulations; or

- (b) If the Exhibitor becomes bankrupt or insolvent, or enters into a liquidation whether compulsory or voluntarily or enters into arrangement regarding its debts with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt; or

- (c) If the Exhibitor or its Affiliates conducts any activity which, in the standards of the Organizers, does not conform to the nature and purpose of the Exhibition, or interfere with the rights of other Exhibitors at the Exhibition; or

- (d) If the Exhibitor or its Affiliates displays prices, sells goods to private persons or sells goods for immediate delivery in the exhibition premises. The breach of this rule entitles the Organizers to close the stand immediately.

- (e) If the exhibit space is not occupied by the Exhibitor by 9:00 am on the first exhibition day of the Exhibition Period, the Exhibitor shall be deemed to have cancelled the exhibit space ordered and the Organizers shall have the right to use such space as it deems appropriate. In such case the Exhibitor shall be deemed to give up the participation on such date and the participation fee paid will not be refunded and the Exhibitor is liable for payment of any unpaid participation fee.

- (f) If the Organizers in their sole and absolute discretion decide to disqualify the Exhibitor from the Exhibition prior to issuance of the Admission Notice.

11. Exhibits

All exhibits must be listed separately on the registration form with an exact description. Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent and approval of the Organizers.

Exhibits may not be removed before the Exhibition is duly closed. The operation and demonstration of exhibits shall conform to the specified standards.