Part I Space Application

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: __________________________________________________________

Short for company name( marked in the floor plan, less than 15 letters): ________________________________________________

Address: _____________________________________________________________________________

Country / Region: ________________________________ Postal Code: __________________________

Tel: ________________________________ Fax: ________________________________ Email: ________________________________

Contact Person: ____________________________________________ Mobile: __________________________

Job Title: ____________________________________________ Website: __________________________

Cost of Participation

☐ Shell Scheme 2,100 RMB/sqm (Minimum size: 9 sqm)

m x m = sqm. Total cost (RMB): ________________________________

☐ Raw Space 1,800 RMB/sqm (Minimum size: 36 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

☐ Medical digital imaging products  ☐ First aid and care products
☐ Optical and electronic products  ☐ Rehabilitation devices and equipment
☐ In vitro diagnostic products  ☐ Home medical equipment
☐ Minimally invasive instruments, implantable and ☐ Smart medical products

☐ interventional medical devices
☐ Medical equipment raw materials, components,

☐ Operating room equipment ☐ accessories and software products
☐ Laboratory equipment ☐ Others ____________________________________________

☐ New medical consumables

Please list your products in detail: __________________________________________________________

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 Conditions have been prepared with the utmost care. It is, however, impossible to draw attention of any party. Upon request by the Exhibitor, the Organizers are willing to explain these terms in further details to the Exhibitor.

1. Definition

The terms 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 I, German Centre for Industry and Trade (China), 1 Keyuan Road, Shanghai Hi-Tech Park, Pudong, Shanghai 201203, P.R.China
Tel: (86 21) 6169 8330 / Fax: (86 21) 6169 8301
Email: sales@messe-cti.com / Website: www.mds.cn
Hereinafter referred to as MDS.

(b) “Exhibitor” means Medical Fair China 2018 to be organized by the Organizer as specified in the Application Form.

(c) “Exhibition” means any event, legal person or other form of company applying to exhibit at the Exhibition 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, Beijing, China.

(e) “Relevant Period” shall commence from the date on which the Exhibitor submits its application for participation to the Organizers and shall end on the last day of the Exhibition.

(f) “Publicity Materials” means the promotional gifts, catalogue, pamphlets and all any advertising and publicity materials whatever 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 or parent companies or companies merged 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 participation, participation in the Exhibition Venue in written serving on the Exhibitor].

(i.e. “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: 7-9 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 is 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 forms.

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)
- Entry of Exhibitor’s contact details in the catalogue of the Exhibition (company, 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 operation of service centre (fax and telephone, forwarding, repair, television, technical facilities office and the Organizers’ office)
- Comprehensive visitor registration and promotion
- Visitor registration system (for trade events only)
- Information stands for visitors.

Services and facilities for “Space only” options:
- Hall area without constructing structures.
Any additional technical services required, e.g. power, security, connection of water, local telephone, may be provided on an extra charge and can be subscribed by using special order forms by the Exhibitor. Fees for supplied additional 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 not be deemed to have been determined by the Organizers by submitting the application for participation registration. In the event of any change in the initial conditions agreed between the Organizers and the Exhibitor or of any amendment to the legal terms and fees after the Exhibition has been admitted, the Organizers shall be entitled to adjust the prevailing prices 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 submitted by the Exhibitor to the Organizer (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 a part of the contract or the relationship between Organizers and Exhibitor if accepted by writing to the Organizers. Requests for specific exhibiting sites or the use of particular 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.

If the Exhibitor fails to pay all or part of the payments, the Organizers shall have the right to demand the owed payments. The Organizers shall not be held liable for damages to / losses of the Exhibitors arising from such realisation and / or sales.

(i) 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.

(j) 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 during the delay period of 4% p.a. Where payments are not made in due time, the Organizers shall, without prejudice to other remedies and rights available hereunder, be 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 makes the failure in paying due time in case of withdrawal of the 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 area without the prior written consent of the Organizers. 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 in the following circumstances and at the same time the right to require 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;

(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 sells, prices 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 exhibitor is not occupied by the Exhibitor by 9:00 a.m. on the first exhibition day of the Exhibition Period, the Exhibitor shall be deemed to have cancelled his reservation of space and the Organizers shall have the right to use such space as it deems appropriate. In such cases, the Organizers 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 of the display of ultra-structures/exhibits or exhibits whose description 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.
The Organizers are not responsible for questions of licenses, quotas or transfers of sales proceeds.

12. Use of Site & Safety

12.1 Precautionary measures such as guards or other means of protection must be taken. The Organizers and/or its Affiliates to protect the persons from being harmed by any moving or working exhibitions. Such moving or working exhibitions shall only be demonstrated or operated by persons who shall not be left unattended. In the absence of such persons. Display of such working or moving exhibitions must have the Organizers’ prior written approval.

12.2 Any musical performance, including the use of music recording for fashion shows, requires the permission of the Organizers and related authorities.

12.3 The Exhibitor and its Affiliates may only distribute the Publicity Materials at its own stand or Shell Booth. No advertising, demonstration or show of business may be carried out anywhere else within the Exhibition Venue. No exhibitions or advertising signs shall be placed outside the confines of the Exhibitor’s stand.

12.4 No stickers, posters, hangings or other materials shall be allowed to hang on facia boards.

12.5 Exhibitor’s stand must be managed by an authorized and competent representative of the Exhibitor at all times during the Exhibition Period. Such representative must be fully conversant with the Exhibitor’s products and/or services and shall be duly authorized to be responsible for negotiation and conclusion of contracts for the sale of the Exhibitor’s products or services. The Exhibitor shall procure that the representative shall comply with these Conditions and with any and all directions which the Organizers may give from time to time during the Exhibition Period.

12.6 The Exhibitor and its Affiliates shall observe on the site management of the Exhibition, the rights of their employees or their site management agent. Any action of the Exhibitor or its Affiliates shall not prejudice the rights of the other exhibitors. The Exhibitor shall indemnify the Organizers in case the Organizers have to assume liability to third parties due to violation of these Conditions of Participation by the Exhibitor or its Affiliates.


The Exhibitor Service Manual is a constituent part of these Conditions of Participation as approved to. The Exhibitor Service Manual shall be handed over to the Exhibitor at the latest with the Admission Notice.

14. Exclusion of Liability

14.1 None of the Organizers, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damage, except for (i) death or personal injury caused by the Exhibitor, its representatives, employees, contractors or agents (ii) willfulness or gross negligence of the Organizers or its employees. Liability of Organizers for foreseeable losses or damages to the products or other property of the Exhibitor or other relevant parties or any other exhibitors or visitors shall be excluded. The Exhibitor is responsible for its own business, willfulness or gross negligence of the Organizers or its employees.

14.2 The Organizers shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.

14.3 The Exhibitor undertakes to indemnify the Organizers for and at all times to keep the Organizers, its employees and agents harmless from all liabilities, actions, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the exhibitions, and/or by any breach by the Exhibitor of these Conditions.

14.4 The Exhibitor shall be responsible for taking out insurance which should include but not be limited to its displays, exhibits and stands against any loss or damage (eg. fire, public liability or any other natural disasters, and shall present such policy of insurance to the Organizers upon request.

14.5 In order to protect its own benefits, the Exhibitor shall take out insurance policies against all potential liabilities imposed upon the Organizers in these Conditions as well as possible legal liability for negligence and shall present such policy of insurance to the Organizers upon request. The Exhibitor shall meet all costs of any loss or damage, whether as an act or omission of the Exhibitor or its representatives, employees or agents to any property of the Exhibition Venue, other exhibitors or the Organizers.

14.6 The Organizers reserve the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all payments due to the Organizers (including claims for damages) in connection with the Exhibition.

15. Waiver

The waiver by the Organizers of any of these Conditions shall not prevent its implementation of these Conditions and shall not be deemed to act as a waiver of any right available in respect of any breach of these Conditions.

16. Circumstances

Once the stand areas have been allocated, the Exhibitor will receive circulars and other relevant information on site through the organizers. Any consequences arising from disregarding these circulars shall be borne by the Exhibitor.

17. Cancellation, Postponement and Other Changes of Exhibition

The Organizers reserve the right, in the case of Force Majeure (as defined in Article 18), to cancel, postpone, alter, or change the Exhibition due to Force Majeure. In such case, the Exhibitor shall accordingly be given an admission to an alternative exhibition, if any. However the allocation shall be made as deemed fit by the Organizers and their absolute discretion and shall be final and be borne by the Exhibitor. The Exhibitor shall, in any such case be required to bear a reasonable share of the costs incurred by the Organizers in preparing for such exhibition. Where the Exhibitor has placed orders with the Organizers for services supplementary to those covered by the participation fee Article 5, he shall pay the costs incurred to the Organizers as of the occurrence of Force Majeure.

18. Force Majeure

“Force Majeure” shall mean all events which are beyond the control of any Party to these Conditions, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by such Party of these Conditions and other relevant contracts. Such events shall include earthquakes, typhoons, floods, fire, volcanic eruption and other acts of nature, war, riots, acts of public enemies, public disturbance, prohibition or act by the governmental or public authorities, disease, epidemics including MERS, chicken flu, black bird flu, H7N9 or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general international commercial practice.

On the part of the Organizers non-issuance of the license for the Exhibition or non-availability of the Exhibition Venue shall be deemed as Force Majeure unless such event is solely attributable to the Organizers.

In case of a Force Majeure event, the affected obligations of any Party under these Conditions shall be suspended during the period delayed by such event and shall be automatically extended by a period equaling to such suspension, and such Party shall not be liable to the other Party for any fine or liability in connection of any damage caused by such suspensions.

The Party claiming Force Majeure event shall forthwith notify the other Party in writing and provide sufficient evidence supporting the occurrence of such Force Majeure event and the duration thereof. The Party claiming Force Majeure event shall also use its reasonable endeavors to terminate such Force Majeure event and mitigate the influence thereof.

In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure.


In submitting the Application form, the Exhibitor agrees to be bound by these Conditions of Participation. Any other agreements, individual permits or arrangements shall require written confirmation by the Organizers.

The Chinese and English version of these Conditions of Participation shall be equally valid and binding.

If there is no other arrangement subject to the prior consent of the Organizers, the place of payments hereunder is Shanghai.

Should any of the terms herein becomes null and void, this shall not affect the validity of the remaining terms.

The Organizers reserve the right to interpret, alter and amend these Conditions and to issue additional rules and regulations at any time they consider necessary for the orderly operation of the Exhibition. All interpretations of these Conditions and any additional rules and regulations shall be binding on the Organizers and the Participants.

If the Exhibitor does not raise any written request to the Organizers within six months after end of the Exhibition Period, the Organizers shall be deemed to have completely performed their contractual and legal obligations as per the agreement and the Exhibitor’s rights and interests in the Organizers and, on the other hand, the Exhibitor is deemed reasonable to notice the above actions of the Organizers within the above limit.

The Exhibitors shall bear all costs and expenses (including all the Legal costs) incurred by the Organizers by reason of any payment payable to it by the Exhibitor or in the implementation of any term of these Conditions.

The Exhibitor must strictly observe the stipulations on time of payment to the Organizers under these Conditions.

All notices, demands or other communications required or permitted to be given or made under these Conditions shall be in writing and delivered personally or sent by prepaid registered post or facsimile addressed to the designated representative at its address specified in these Conditions or in the Application Form (as the case may be), or such other address notified by such recipient. Any such notice, demand or communication shall be deemed to have been duly served if delivered personally or given or made by facsimile immediately or (if or given or made by letter) two days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

20. Data Protection

By submitting data to MDS and/or using this Application Form the exhibitor hereby gives his/her consent that all personal data that the exhibitor submits may be collected, stored, processed and used by MDS for the purpose of customer registry and data management, MDS will use its personal data internally to help MDS improve their services and to help resolve any problems. As a global enterprise, MDS and its affiliates have facilities and databases in different countries. For improving customer services, MDS, from time to time, transfers personal data of customers to a database belonging to Nexas Digital Services. In Germany MDS may also contact exhibitors occasionally to inform them of new services MDS will be providing, or events or articles that will be of interest to exhibitors. If exhibitors do not wish to receive information from MDS, they may withdraw their consent given to MDS hereunder at any time by e-mailing the organizer.

The exhibitor hereby declares that, the submission of personal data of any individuals contained in this Application Form is made with the explicit informed consent of each and every individual concerned and that the concerned individual has been fully informed about the purpose for which personal data is collected and processed by MDS. In this regard, the exhibitor will indemnify and hold harmless MDS from any liabilities, claims, losses or expenses, including attorney fees, arising out of or in connection with any such use of personal data, and each and every individual claimed due to breach of applicable data protection laws and regulations.

21. Governing Law and Settlement of Dispute

The validity, interpretation and implementation of these Conditions of Participation and the settlement of any dispute arising from or in connection with these Conditions of Participation shall be governed by the laws of the People’s Republic of China (“China”). For the purpose of these Conditions of Participation, the laws of China shall not include the laws of the Hong Kong SAR, the Macao SAR and Taiwan.

In the event any dispute arises between the Parties out of or in relation to these Conditions, including any dispute regarding its breach, termination or validity, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations.

If the dispute has not been resolved by friendly consultations within thirty (30) days after one Party has given written notice of its intention to dispute the arbitration, the Parties shall arbitrate such dispute by appointment of the China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration according to the then effective Rules of Arbitration of the CIETAC. The arbitration award shall be final and binding upon the concerned Parties. The venue for the arbitral proceedings shall be Shanghai, China. The language of the arbitral proceedings shall be English and Chinese. The costs of the arbitration shall be borne by the Party specified by the award by or both Parties.

Upon and after the submission of any dispute to arbitration, the concerned Parties shall continue to perform these Conditions, except those under arbitration.