

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: _____

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

<input type="checkbox"/> Shell Scheme 2,100 RMB/sqm (Minimum size:9 sqm) _____ m x _____ m = _____ sqm. Total cost (RMB): _____	<input type="checkbox"/> 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

- | | |
|---|---|
| <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 | |

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 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, Beijing, 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 and 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 exhibitors. 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 SWIFI Code: HSBCCNSH 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 exhibition 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.

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 by the Exhibitor and its Affiliates to protect the public from being harmed by any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits 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 canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor's stand.

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

12.5 Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstance.

12.6 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 before or during the Exhibition Period.

12.7 The Exhibitor and its Affiliates shall observe the on-site management of the Organizers, owner of the Venue or their entrusted Exhibition management agent. Any action of the Exhibitor and its Affiliates shall not impede normal activities of 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.

13. Exhibitor Service Manual

The Exhibitor Service Manual is a constituent part of these Conditions of Participation and must be adhered 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 damages, except for (i) death or personal injury caused to 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 except in case of 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 and 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 agreement hereunder 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 loss or damage by theft, fire, public (including occupier's liability) and 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 to cover itself against all potential liabilities imposed on it 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 is fully liable for any loss or damage caused by 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.

All damages incurred must be reported in writing to the police and to the insurance broker (or by telex or telefax) by the party involved (the Organizers or the Exhibitor). Incidences of fire, theft and burglary must be reported to the trade fair management and the police within 24 hours of such occurrence.

Only in the case of willful intent or gross negligence on its part or the part of its employees, the Organizers have the obligation to exercise proper protection to exhibits and / or stand fittings. Although the Organizers have already provided security measures, the effect of this exclusion is in no way limited by the security measures provided.

The Exhibitor is liable for all damages caused to third parties as a result of its participation, including damages to buildings on the Exhibition Venue and to the exhibition halls and / or their furniture and fittings, save where such damages are covered by a local third-party indemnity insurance.

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. Circulars

Once the stand areas have been allocated, the Exhibitor will receive circulars giving information on preparations for and staging of the Exhibition. Any consequences arising from disregarding these circulars shall be borne by the Exhibitor.

The Exhibitor shall abide by the rules and regulations of the Exhibition Venue which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of such rules and regulations and these Conditions, these Conditions shall prevail. Copy of the rules and regulations of the Exhibition Venue is available from the Organizers on request 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 in nature, reduce in scale, shorten or extend the duration of the Exhibition at any time without assuming any liability whatsoever to the Exhibitor.

Should it become necessary to postpone, curtail, extend, cancel or otherwise change the Exhibition due to Force Majeure, the Exhibitor shall not be entitled to withdraw from the contract or to claim against the Organizers or their agents or representatives, whether for losses and damages, or return of all or part of any payment made by the Exhibitor even if it has waived its right to the stand allocated to him. Article 9 of the Conditions of Participation shall apply accordingly.

The Organizers shall not be liable for any loss sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the exhibition due to Force Majeure. In such case, the Exhibitor shall accordingly be given admission to an alternative exhibition, if any. However the allocation shall be made as deemed appropriate by the Organizers in their absolute discretion and they shall not be liable for any further compensation to the Exhibitor. The Exhibitor shall, in 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, flood, fire, volcanic eruption and other acts of nature, war, riots, acts of public enemies, public disturbance, prohibition or act by a government or public authority, strikes, disease, epidemic (including SARS, bird flu, H1N1) 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 one Party hereunder 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 suspension.

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 all 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.

19. Final Provisions

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 by the Organizers shall be final.

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 organizer of the Exhibition, unless the relevant actions of the Organizers damage the lawful rights and interests of the Exhibitor and, objectively, the Exhibitor is unable to reasonably discover or notice the above actions of the Organizers within the above time limit.

The exhibitors shall bear all costs and expenses (including all the Legal costs) incurred by the Organizers in the recovery 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 by facsimile addressed to the intended recipient thereof 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 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, transferred and used by MDS for the purpose of customer management and service. MDS may use exhibitor's 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 Messe Düsseldorf GmbH 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 suits, including attorney fees, arising out of or in connection with any dispute with each and any individual concerned 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 Chins 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 served written notice to the other Party requesting the commencement of such consultations, it shall be submitted to 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 or by 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.