

FIRST MOVER PRICE valid until 18.00hrs (China Standard Time), 15 September 2018

Registration Deadline: 30 November 2018



2. Choice of stand space & complete stand packages

Exhibitor: Company Name _____

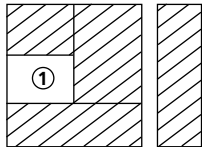
In recognition and agreement of the »CHINA FRUIT LOGITSTICA exhibition terms« and »conditions and General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events (Shanghai) Co., Ltd.«, we would like to order the following:

All below rates include 6% VAT and statutory tax.

29-31 May 2019
Shanghai, China
Shanghai World Expo
Exhibition & Convention
Center
www.shexpoenter.com

Global Produce
Events (Shanghai) Co., Ltd.
集培展览(上海)有限公司
4/F, Fuxing Commercial Building,
139 Ruijin Road (No.1), Shanghai,
PRC, 200020
Tel +86-21-6136-6035
info@gp-events.cn
www.chinafruitlogistica.cn

► Stands 9 – 18 m²



Complete stand package, CNY 3,170.00 per m²
First Mover Price, CNY 3,074.00 per m²

It is mandatory to choose a complete stand package when renting up to 18 m². This includes both the stand area charge as well as the complete stand package (see Annex 2 „complete stand package“ for details).

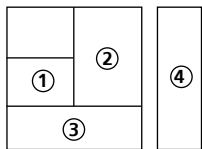
Desired size: including Front _____ m X Depth _____ m Total = _____ m²



	Standard finish (no extra costs)	Other colours (upon request/ at cost*)
Wall elements	<input type="checkbox"/> white	_____
Panels	<input type="checkbox"/> white	_____
Carpet	<input type="checkbox"/> grey flecked	_____
Standard panel-lettering	<input type="checkbox"/> black	_____

* Subject to quotation by service provider

► Stands more than 18 m²



① Row stand, CNY 2,400.00 per m² (**First Mover Price: CNY 2,332.00 per m²**)

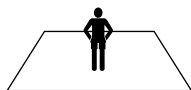
② Corner stand, CNY 2,570.00 per m² (**First Mover Price: CNY 2,491.00 per m²**)

③ Peninsula stand, CNY 2,750.00 per m² (**First Mover Price: CNY 2,650.00 per m²**)

④ Island stand, CNY 2,900.00 per m² (**First Mover Price: CNY 2,809.00 per m²**)

Remarks: **First Mover Price** is only applicable for applications which comes before 18.00hrs (China Standard Time) 15 September 2018. Later comes will follow normal rate.

GPE Shanghai will endeavor to offer the stand form as per above request, as far as possible. (see General Terms of Business, 4.1)



Desired size: Front _____ m X Depth _____ m Total = _____ m²

Optional: Complete stand package CNY 770.00 per m²*



* See Annex 2 „complete stand package“ for details.

► **Compulsory registration fee CNY 3,170.00** (Included 6% VAT and statutory tax)
(The registration fee is not refundable, which includes the basic entry into the online and printed catalogue)

Place and date _____

Stamp and legally binding signature of **PRIMARY EXHIBITOR**



3. Co-exhibitors

Please make a copy of this form if needed.

Please fill this form **online on your PC** (computer). English only!

■ _____
Name of primary exhibitor

Compulsory co-exhibitor registration fee **CNY 2,190.00** (Included 6% VAT and statutory tax)

We hereby request that the company named below be allowed to exhibit their products on our stand and be represented by their own staff. We understand that a **compulsory registration fee of CNY 2,190.00 is charged for every co-exhibitor.**

This fee entitles each co-exhibitor to one free entry passes to CHINA FRUIT LOGISTICA and the basic entry into the online and printed catalogue for each co-exhibitor, in so far as the co-exhibitor registration is undertaken at the latest by **1 April 2019**. For more information see **Annex 3 CHINA FRUIT LOGISTICA exhibition Terms & Conditions, point 14.**

The total amount due for co-exhibitors will be invoiced to the primary exhibitor on receipt of the co-exhibitor registration form(s).

■ _____
Name of co-exhibitor

_____ Street

_____ Postal code _____ City _____ Country

_____ Internet address (company website) _____ E-mail (general)

_____ Phone including country code _____ Fax including country code

Mr
 Ms
_____ Contact person (stand organizer) _____ E-mail (stand organizer)

_____ Mobile phone including country code _____ Fax including country code

Product group index

Important! Please define your product group in accordance with the product group index (see Annex 1).

Industry index (chose one or more)

- | | | | | |
|--|---|--|--|---|
| <input type="checkbox"/> Agent | <input type="checkbox"/> Exporter | <input type="checkbox"/> Wholesale/
Distributor | <input type="checkbox"/> Shopfitting | <input type="checkbox"/> Press/Media |
| <input type="checkbox"/> Grower/
Producer | <input type="checkbox"/> Retailer | <input type="checkbox"/> Importer | <input type="checkbox"/> Storage | <input type="checkbox"/> Technical services |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Research
organisation | <input type="checkbox"/> Association/
Institution | <input type="checkbox"/> Marketing
organisation | <input type="checkbox"/> Transport/Handling |
| | | | <input type="checkbox"/> Packaging | |

Your basic online and printed catalogue entry will be based on the data submitted here before **April 1, 2019**

We hereby consent to having information sent to the above named co-exhibitor by Global Produce Events (Shanghai) Co., Ltd. and its business associates.

Compulsory co-exhibitor registration fees will be invoiced to the primary exhibitor on receipt of the completed registration form and are payable immediately without deduction. Final acceptance of all co-exhibitor registrations is subject to full payment of fees in advance.

_____ Place and date _____ Stamp and legally binding signature of **PRIMARY EXHIBITOR**

29-31 May 2019
Shanghai, China
Shanghai World Expo
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www.shexpoenter.com

Global Produce
Events (Shanghai) Co., Ltd.
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4/F, Fuxing Commercial Building,
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Tel +86-21-6136-6035
info@gp-events.cn
www.chinafruitlogistica.cn

4. CHINA FRUIT LOGISTICA Media-Package

The Media-Package includes both a basic entry in the Printed Official Show Catalogue and an online entry on the Official Online Catalogue. Your company data for both entries will automatically be taken from your stand registration form. You can check, update and complete your data in the Official Online Catalogue. For any questions regarding the editing of your information, please contact the editorial team. The data from your online entry will then also be used for the Printed Official Show Catalogue. **Deadline: 1 April 2019.**

	Primary exhibitor CNY3,170.00 (Included 6% VAT and statutory tax)	Co-exhibitor CNY2,190.00 (Included 6% VAT and statutory tax)
BASIC ENTRY	Official Online Catalogue <ul style="list-style-type: none"> ■ Basic company entry (company name, postal address, hall and stand number, telephone, fax, email, branch codes, entry in the product key numbers) Printed Official Show Catalogue <ul style="list-style-type: none"> ■ Basic company entry (company name, country, hall and stand) 	Official Online Catalogue <ul style="list-style-type: none"> ■ Basic company entry (company name, postal address, hall and stand number, telephone, fax, email, branch codes, entry in the product key numbers) Printed Official Show Catalogue <ul style="list-style-type: none"> ■ Basic company entry (company name, country, hall and stand)
	Exclusively in Official Online Catalogue <ul style="list-style-type: none"> ■ 3 contact persons with email and telephone ■ Company profile (max. 4,000 characters) ■ Company logo ■ Link to homepage ■ Presentation of up to 10 products in text (max. 4,000 char. per product) and picture with link to the products on the exhibitor's homepage. <u>Please note:</u> Only products and services in accordance with the product group index are permitted. ■ Link to videos on the exhibitor's homepage ■ Entry of up to three keywords under which the exhibitor wishes to be found 	Exclusively in Official Online Catalogue <ul style="list-style-type: none"> ■ 1 contact person with email and telephone ■ Company profile (max. 4,000 characters) ■ Company logo ■ Link to homepage ■ Presentation of 1 product in text (max. 4,000 char.) and picture with link to the product on the exhibitor's homepage. <u>Please note:</u> Only products and services in accordance with the product group index are permitted.

ADDITIONAL ENTRIES (with costs)	Printed Official Show Catalogue <ul style="list-style-type: none"> ■ Advertisements ■ Extended company entry with logo in alphabetical list A-Z Advertising closing date 1 April 2019	Contact: Global Produce Events (Shanghai) Co., Ltd. Tel: +86 21 61366035 operations@gp-events.cn
	Official Online Catalogue <ul style="list-style-type: none"> ■ Banner advertising ■ Upgrade co-exhibitor ■ Additional product entries 	Contact: Global Produce Events (Shanghai) Co., Ltd. Tel: +86 21 61366035 operations@gp-events.cn
For detailed information about upgrades and additional services, please visit www.chinafruitlogistica.cn > Visitors > Online Catalogue		

Duration:

All online Media Package services are valid Jan 2019 to Dec 2019. During this period you can update your entry as often as you like.



Annex 1 CHINA FRUIT LOGISTICA product group index

Only the products and services listed below are admitted.

Fresh products

- 110 Fresh fruit
- 120 Fresh vegetables
- 125 Mushrooms
- 130 Potatoes
- 140 Nuts • dried fruit
- 150 Fresh convenience products
- 160 Fresh herbs • sprouts • spices
- 170 Flowers/plants for self-service outlets
- 180 Organic products
- 190 Fair-trade products
- 195 Frozen fruits and vegetables

Technical systems

- 205 Seeds • variety development • nursery trees
- 210 Cultivation equipment/systems
- 215 Post-harvest technical systems • modified atmosphere technology • product monitoring technology
- 220 Cooling systems
- 225 Ripening equipment
- 230 Packing/sorting machinery
- 235 Packaging technology and machinery
- 240 Processing technology and machinery
- 245 Packaging materials/containers
- 250 Weighing systems • labelling • barcoding
- 255 Bulk containers • containers for transport/storage • pallets
- 260 POS installations and vending technology
- 265 Recycling • waste disposal • cleaning systems
- 270 Greenhouses • greenhouse technology

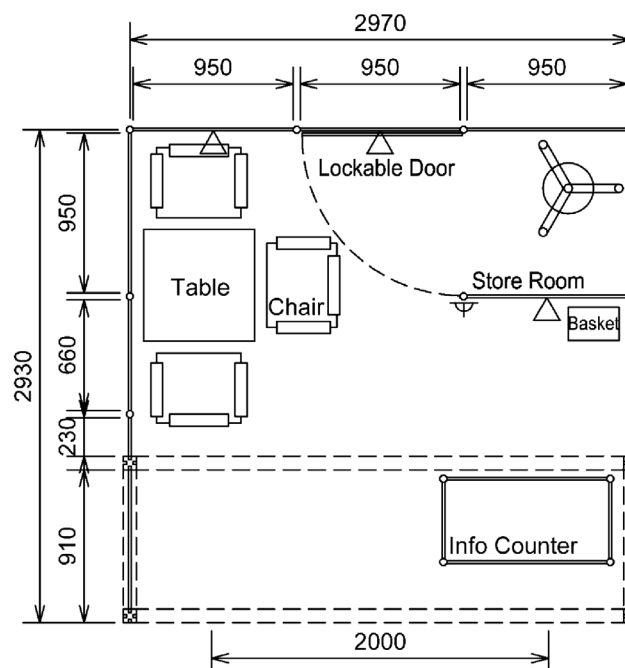
Logistics

- 310 Transport companies • transport systems
- 320 Transport services • customs clearance services
- 330 Fruit terminals • port handling • ports • cold storage and warehouse facilities
- 340 Wholesale markets • producer markets/auctions
- 350 Tracking systems (RFID/barcode/GPS)

Services

- 410 Quality control and certification
- 420 Food safety control and certification
- 430 Internet/computer/inventory management systems and services
- 440 Advertising/sales promotion/marketing/PR agencies
- 450 Market research • statistical services
- 460 Trade and professional associations • research & educational institutions • government/official representations
- 470 Press and media • exhibitions and conferences
- 480 Financial/insurance services

Annex 2 CHINA FRUIT LOGISTICA complete stand stand features & equipment



Standard features and equipment CHINA FRUIT LOGISTICA complete stand*				
Standard features and equipment	9-18 m ²	19-29 m ²	30-44 m ²	45-60 m ²
System walls/Octanorm, white, fascia panel 30 cm, carpet grey	1	1	1	1
Display platforms (100 x 50x 100 cm white)	0	1	3	3
Info counter (100 x 50 x 100 cm white)	1	1	2	2
5 x shelves, 200 x 100 x 30 cm	0	1	2	2
Cabin with lock	1x1 m	2x1 m	2x1 m	2x1 m
Coat Hanger (for cabin)	1	1	2	2
Refrigerator, 120 l capacity	0	0	1	1
White square table, 70 x 70 x 71.5 cm	1	2	2	2
Black leather armchairs	3	6	8	8
Waste-paper basket	1	2	2	2
Spotlight	3	4	6	12
500W/220V Single phase socket (not for lighting)	1	1	2	2
Panel lettering - max 25 letters on each open side, same text on each side, cap height 15 cm	1	1	1	1
Single comprehensive cleaning	yes	yes	yes	yes

*Small variations in shape and dimensions possible.

Annex 3 CHINA FRUIT LOGISTICA exhibition terms and conditions

1 Event/organiser

CHINA FRUIT LOGISTICA ("event") is a specialised trade show for the national fruit & vegetable trade in China organised by Global Produce Events (Shanghai) Co., Ltd.. Since there are unique demands for services and logistics in all areas of the fresh produce industry, related service providers are also included in the exhibition. In addition, the know-how necessary for the marketing of produce also plays an important role at the event. CHINA FRUIT LOGISTICA will take place at the Shanghai World Expo Exhibition & Convention Center.

2 Dates

2.1 Duration of event

Duration: 29-31 May 2019

2.2 Registration deadline

30 November 2018

2.3 Opening hours

Visitors: 10:00 – 16:00
Exhibitors: 09:00 – 16:30

2.4 Set-up

27 May 2019, 13:00 – 22:00
28 May 2019, 08:00 – 22:00

2.5 Dismantling

31 May 2019, 16:00 – 24:00

2.6 Night work ban

There is a general night work ban during the set-up and dismantling phase. Every Exhibitor must comply with the working hours as stated above.

2.7 Set-up/Dismantling

Every exhibitor is obliged to correctly equip and furnish the stand and to staff it with personnel for the duration of the exhibition. Stands may not be dismantled before 16:00 on Friday, 31 May 2019. If the exhibitor fails to comply with this regulation, the organiser is entitled to impose a penalty of CNY 50,000 per day. The organiser reserves the right to make alterations to this schedule. Please note any subsequent updates.

3 Participation conditions

3.1 Participation conditions

Only companies and organisations involved in activities related to the trade show theme with regard to the industry and product group indices are legible for participation. Submission of registration form(s) alone does not entitle the applicant to participation. The organiser reserves the right to refuse applications without further explanation. Claims for compensation based on application refusal will not be considered. Global Produce Events (Shanghai) Co., Ltd. determines the approval or refusal of applications.

3.2 Application procedure

Should an application be accepted, the applicant will receive a Payment Notice for Compulsory Registration Fee together with a Receipt of Stand Registration Form. Confirmation of the Stand Registration is subject to the payment of compulsory registration fee. The notification of application approval is valid only for the therein-named exhibitor and the exhibition material as specified in the registration form. The transfer of all or some of your rights as exhibitor to a third party is not permitted. Additional agreements are only valid upon receipt of written consent from the event management.

3.3 Stand Placement

Space allocation and stand sizes are determined in accordance with the trade show theme and the given spatial resources. However, the wishes of exhibitors will be taken into consideration as much as possible. The date on which formal application is received is not a decisive factor in this context. Payment for the stand cost should be arranged after the booth allocation is confirmed by the exhibitor. Swapping of allocated stand placements without the explicit consent of the event management is not permitted. Exhibitors are personally required to inform themselves on the location, dimensions, and possible imperfections of their allocated stand. Should the event management on behalf of Global Produce Events (Shanghai) Co., Ltd. decide to make any changes in an area that has already been allocated (e.g., construction changes, installations), the exhibitors affected will receive timely notification. The event management reserves the right to make changes in stand placements to comply with unforeseen circumstances. Should this be the case, affected exhibitors will as far as possible be allocated a comparable space to the greatest extent possible. Exhibitors have the right to cancel their registration within one week of reallocation notification. Neither party shall have the right to compensation should this occur.

4 Exhibition costs

Exhibitions Costs

Exhibitions Costs contains Registration Fee and Stand Costs.

Registration Fees

A compulsory Registration Fee of CNY 3,170.00 for each exhibitor and CNY 2,190.00 for each co-exhibitor will be charged which includes an entry in the printed and online catalogue. Registration Fee is not refundable. For detailed information please see Annex 4 "Media Package".

Stand Costs

Stand costs include rent for the entire duration of the event, a specific number of exhibitor and work badges (see for details section 7 of these terms), the use of all general technical and service facilities in the fair halls like

hall lightning, ventilation, air conditioning and cleaning of the aisles. Stand costs do not include electricity and water utilization on the stand. Stand costs will be charged according to the selected stand size.

Stand size up to 18m²: It is mandatory to select a complete stand package. Price for Complete Stand Package is CNY 3,170.00 / m². Stand more than 18m²: The stand costs are for the stand space only and depend on the type of stand.

Row Stand	CNY 2,400.00 / m ²
Corner Stand	CNY 2,570.00 / m ²
Peninsula Stand	CNY 2,750.00 / m ²
Island Stand	CNY 2,900.00 / m ²

All above rates of stand costs are including 6% of Special VAT and statutory tax.

First Mover Price

First Mover Price is only applicable for applications that have been filed before 6pm (China Standard Time) 15 September 2018. Later comers will follow normal rate. The First Mover Price will refer to Exhibitions Costs according to the preceding year.

Registration Fee: for each exhibitor: CNY 3,170.00 and for each co-exhibitor: CNY 2,190.00

Stand size up to 18m² with mandatory complete stand package: CNY 3,074.00 / m².

Stand more than 18m² according to type of stand

Row Stand	CNY 2,332.00 / m ²
Corner Stand	CNY 2,491.00 / m ²
Peninsula Stand	CNY 2,650.00 / m ²
Island Stand	CNY 2,809.00 / m ²

All above rates of stand costs are including 6% VAT and statutory tax.

4.1 Complete Stands

It is mandatory to choose a complete stand package when renting up to 18 m². Detailed information about complete stand packages can be found in the infosheet "complete stand".

4.2 Withdrawal from contract

The terms in Section 8 of the general terms and conditions for Global Produce Events (Shanghai) Co., Ltd. trade fairs and exhibitions apply after successful registration. The same applies for order cancellations of CHINA FRUIT LOGISTICA complete stands. Exhibitors who withdraw from the contract must also pay the stand cost in full, if the withdrawal prevents Global Produce Events (Shanghai) Co., Ltd. from renting out the entire space specified in the original agreement to a third party.

5 Terms of payment

The period of payment is specified in the stand rental invoice/application approval. Please make reference to the invoice number and the customer number. If additional space is subsequently requested and allocated, the additional fees are to be paid immediately. In case of late or incomplete payments, the event man-

agement reserves the right to reallocate the rented space as it sees fit. Exhibitors are liable for Exhibition Costs even if their stand is reallocated to another exhibitor or used for other purposes and the rent cannot be retrieved from the new holder. Should the space be reallocated and rented to a third party, the original renter remains liable for 25% of the rental price agreed upon as compensation. Incidental expenses are invoiced separately. The amount due is to be paid immediately upon receipt of invoice.

6 Media-Package

With the Media-Package, Global Produce Events (Shanghai) Co., Ltd. offers its exhibitors a package of selected marketing tools to optimise their participation at the exhibition and also their presence in the market. The Media-Package incorporates entries in the CHINA FRUIT LOGISTICA online and printed catalogue. Exhibitors as well as co-exhibitors will be charged with an obligatory fee.

7 Employee and exhibitor passes

7.1 Exhibitor passes:

Exhibitors are entitled to the following passes: up to 20 m² of rental space – 4 x passes and for every additional 10 m² – 1x pass, plus 1x passes per registered co-exhibitor. Additional passes cost CNY 350.00 (CNY 425.00 onsite) each (tax included).

7.2 Temporary passes:

Exhibitors staff which needs to enter the exhibition ground during set-up will be supplied free of charge with temporary passes (not for stand construction). These will only be valid during construction and dismantling periods and do not entitle the holder to enter the Exhibition Grounds during the event itself.

7.3 Contractor passes:

Workers and contractors are required to purchase contractor passes for set-up and dismantling at cost. In addition they must have a work permit. Workers and Contractors without a permit to work are not allowed to carry out construction at Shanghai World Expo Exhibition & Convention Center. Exhibitors will receive passes for stand set-up and dismantling staff as required.

8 Technical guidelines

Exhibitors must comply with Global Produce Events (Shanghai) Co., Ltd. and Shanghai World Expo Exhibition & Convention Center technical guidelines including operation, fire safety, construction, and other security regulations. Exhibitors must also comply with rules and regulations as specified by work health & safety laws of Shanghai. Two story stands are not permitted to be set up in the venue.

9 Protection of Copyrights and Patents

It is the responsibility of the exhibitor to ensure that all applicable intellectual property rights like copyrights, patents, trademarks, industrial design and other in China are complied with.

10 Sales

Direct sales are not permitted. This applies to all direct sales to consumers. Non-permissible indirect business transactions with consumers include transactions in which a primary product, which can only be used in conjunction with another product, is given free of charge.

11 Food samples

11.1 Stands offering food samples free of charge or otherwise, must comply with all rules and regulations related to food, hygiene, health and safety and any other relevant laws in force in China with respect to this.

11.2 The exhibitors are obliged to complete the relevant inspection and quarantine procedures for all the imported food at display during the show according to the related laws and regulations. Global Produce Events (Shanghai) Co., Ltd. shall be held harmless of any violations of the exhibitor or co-exhibitor against existing import and inspection laws.

12 Noise

Product presentations during the trade show may not be so loud as to disturb other exhibitors in the vicinity. In order to ensure that exhibitors can conduct their talks and meetings undisturbed, the noise level resulting from presentations on the stands (including live music, shows, moderations etc.) must remain below 50 decibels. Special events (e. g. receptions) to be held on the stands require registration; this also applies to events exceeding the daily opening hours.

13 Construction and fire safety regulations

All emergency exits, stairwells, fire alarms, water hydrants, smoke vents, electrical connections, fuse boxes, telephone switchboards, and the ventilation system must be kept clear. Open fires for cooking, heating, or operation purposes are not permitted. Packing materials, papers, and other combustibles may not be discarded on the hall floor. Vehicles, containers, and storage bins may not be parked/located within 5 metres of the hall walls. For further details regarding technical and construction regulations please refer to the Online Service Manual (OSM).

14 Liability Insurance

Exhibitors are expected to carry sufficient insurance in general. Specific obligatory Public Liability Insurance cover, as dictated by the exhibition centre management, is included in the exhibition cost. The coverage indemnifies the exhibitor against all sums which the exhibitor shall become legally liable to pay as damages consequent upon accidental i) Bodily injury to Third Parties, ii) Loss of or damage to the property of Third Parties arising out of any of the exhibitors operations on the premises of Shanghai World Expo Exhibition & Convention Center, for the duration of CHINA FRUIT LOGISTICA 2019 - period of insurance from 29-31 May 2019. The limit of indemnity is CNY 1,000,000.00 for any one occurrence and unlimited for the period of insurance. The jurisdiction of the insurance is China. This insurance does not include legal liability arising out of erection or dismantling works of the venue or stands. For details regarding insurance clauses refer to the Online Service Manual (OSM).

15 Change of the form of company

The lessee undertakes to notify the lessor immediately about any change in the form of the company (merger or transformation), even if the change only affects the legal form, with no devolution of property. The obligation to provide such information also applies to links between companies and structural changes to the company's legal form (changes in holdings resulting from the inclusion or withdrawal of shareholders and holdings by the lessee in other or previous companies which have or have had a contractual relationship with Global Produce Events (Shanghai) Co., Ltd. etc. In the above cases the lessor is entitled to withdraw from the rental agreement with immediate effect. Any down payments made up to that time will be reimbursed. No claims for damages by the lessee will be entertained, regardless of their legal basis.

16 Local Data Protection Law

The exhibitor expressly agrees that Global Produce Events (Shanghai) Co., Ltd. may store, process, or disseminate personal information – including electronically processed data – for business purposes in accordance with the relevant Chinese laws and regulations.

17 Note

By completing the application, the exhibitor accepts, for himself, his employees and agents, these CHINA FRUIT LOGISTICA exhibition Terms and Conditions as well as all local laws, in particular fire safety ordinances, business regulations, all other legally binding regulations, and the general terms of business of Trade Fairs and Exhibitions organized by Global Produce Events (Shanghai) Co., Ltd.

General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events (Shanghai) Co., Ltd.

1 Applications

1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the form marked "Stand Registration Form". This form should be completed carefully and must include a legally binding signature and required stamp. The application is an irrevocable offer to enter into a contractual agreement with Global Produce Events (Shanghai) Co., Ltd., to which the exhibitor is committed until the commencement of the event.

1.2 Details of the Contract

The main sections of the contract are

- a) the Application Form,
- b) the CHINA FRUIT LOGISTICA exhibition terms and conditions of Participation,
- c) the Regulations as contained in the Online Service Manual (OSM),
- d) the General Terms of Business.

Where there is conflict between these various regulations they shall apply in the order listed above.

1.3 Conclusion of the Contractual Regulations

By signing the stand application the exhibitor recognises as binding the Terms of Business and Conditions of Participation, as well as the Regulations contained in the Online Service Manual (OSM). He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their number in their application who will be authorised to negotiate with Global Produce Events (Shanghai) Co., Ltd. on their behalf. The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to Global Produce Events (Shanghai) Co., Ltd.

3 Conclusion of the Agreement

3.1 Confirmation of Participation

The decision whether to accept the offer will be made by Global Produce Events (Shanghai) Co., Ltd., who will then issue written confirmation (acceptance of the exhibitor and the exhibits for which application has been made).

3.2 Restrictions on the Exhibitor and Exhibits

If justified reasons exist, and in particular if there is insufficient space, Global Produce Events (Shanghai) Co., Ltd. may exclude individual exhibitors from participating, and may also limit the event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the event. This also applies to exhibits.

3.3 Deviations from the Application

If Global Produce Events (Shanghai) Co., Ltd. accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

4 Allocation of Stands

4.1 Principle

In allocating the stand placement Global Produce Events (Shanghai) Co., Ltd. will take into account the subject and the way in which a particular event is subdivided, as well as the space that is available. Global Produce Events (Shanghai) Co., Ltd. will endeavor to meet specific requests for stand forms (i.e. number of open sides) and stand locations wherever possible. GPE Shanghai does not guarantee the availability of ceiling suspension points or possibilities above the allocated stand. Global Produce Events (Shanghai) Co., Ltd. will endeavor to meet its request wherever possible.

4.2 Changes to Adjoining Stands

The exhibitor should accept that changes may take place in the situation on other stands at the beginning of the event, compared with the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third party unless agreement has been reached with Global Produce Events (Shanghai) Co., Ltd.

5 Exhibits

5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Global Produce Events (Shanghai) Co., Ltd. Exhibits may only be replaced by other items if written approval has been obtained from Global Pro-

duce Events (Shanghai) Co., Ltd., and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

5.2 Exclusions

Global Produce Events (Shanghai) Co., Ltd. is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the event. In the event of non-compliance, Global Produce Events (Shanghai) Co., Ltd. is entitled to have recourse of law in removing the exhibits at the exhibitor's expense.

5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Online Service Manual (OSM) contains further details.

6 Terms of Payment

6.1 Date when Payment becomes Due

The registration fee as well as the stand rental as stated in the confirmation of acceptance/stand cost is payable on the dates listed in the conditions of participation, and should be remitted to the account of Global Produce Events (Shanghai) Co., Ltd. as indicated on the payment notice. When making payments please state customer number and payment notice number. Payment notice for all ancillary costs will be issued immediately following the end of the event. The sum becomes payable on the issue of the payment notice.

6.2 Transfer of Claims, Offsetting Claims

Claims against Global Produce Events (Shanghai) Co., Ltd. are not transferable. Claims may only be offset in the case of uncontested counterclaims or counter-claims which have been ruled valid. Global Produce Events (Shanghai) Co., Ltd. will accept payments only in the currency of CNY. All payment related bank fees will be at the cost of the exhibitor. Exhibitor shall advise their bank to covering all transfer related fees.

6.3 Objections

Objections to payment notice will only be considered if submitted to Global Produce Events (Shanghai) Co., Ltd. in writing within 14 days following issue of the payment notice.

6.4 Hirer's Rights of Lien

In order to secure any claims it may have, Global Produce Events (Shanghai) Co., Ltd. shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Global Produce Events (Shanghai) Co., Ltd. is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

7 Liability, Insurance

7.1 Global Produce Events (Shanghai) Co., Ltd. assumes full liability for all damages resulting from intentional or gross negligence on the part of Global Produce Events (Shanghai) Co., Ltd., its legal representatives or managing staff.

7.2 Global Produce Events (Shanghai) Co., Ltd. is fundamentally liable for damages caused due to gross negligence on the part of assistants employed by Global Produce Events (Shanghai) Co., Ltd. This liability is limited to damages that are generally associated with this type of contract.

7.3 Global Produce Events (Shanghai) Co., Ltd. is fundamentally liable for every breach of contract with regard to major contractual obligations. Major contractual obligations are defined as those that are vital to achieving the objectives of the contract (cardinal obligations). For breaches of cardinal obligations, provided they do not fall under Section 7.1, liability is limited to damages that are generally associated with this type of contract.

7.4 The limits of liability according to Paragraphs 1 through 3 do not apply to liability for insufficient warranted quality, liability according to German product liability law (ProdHaftG), and liability for loss of life, limb, or health.

7.5 Global Produce Events (Shanghai) Co., Ltd. is not liable for pre-existing deficiencies associated with rented space and equipment (guarantee liability), regardless of fault.

7.6 The exhibitor is liable in accordance with legal regulations. Exhibitors are obliged to carry sufficient insurance. For further details see Terms and Conditions, section 13, and Online Service Manual (OSM).

8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Global Produce Events Co. Ltd.

8.1 Cancellation, Non-participation on the Part of the Exhibitor

The full stand rental charge shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, Global Produce Events (Shanghai) Co., Ltd. retains the right to demand 25% of the invoiced stand cost and the full payment of the registration fee charge from the original lessee to cover costs. The full stand rental must be paid in the event that Global Produce Events (Shanghai) Co., Ltd. rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation. The lessee retains the right to submit evidence to prove that no such costs were incurred by Global Produce Events (Shanghai) Co., Ltd., or that they were lower than stated. The right to assert additional claims remains unaffected.

8.2 Withdrawal by Global Produce Events (Shanghai) Co., Ltd.

Global Produce Events (Shanghai) Co., Ltd. is entitled to withdraw immediately and without being committed to pay damages under the following circumstances:

8.2.1 if the registration and rental charge is not received in full at the latest by the date stated in the payment notice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;

8.2.2 if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours of the official opening;

8.2.3 if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;

8.2.4 if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if Global Produce Events (Shanghai) Co., Ltd. subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform Global Produce Events (Shanghai) Co., Ltd. immediately in such circumstances.

In the cases referred to above, Global Produce Events (Shanghai) Co., Ltd. is entitled to claim damages. No. 8.1 may be applied accordingly.

9 Force Majeure

9.1 Cancellation of the Event

If Global Produce Events (Shanghai) Co., Ltd. is prevented from holding the event for reasons outside its own control or that of the exhibitor, Global Produce Events (Shanghai) Co., Ltd. will have no right to claim payment of stand rental charge. However, Global Produce Events (Shanghai) Co., Ltd. may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

9.2 Rescheduling of the Event

If Global Produce Events (Shanghai) Co., Ltd. is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

9.3 For Events that have Already Commenced

If Global Produce Events (Shanghai) Co., Ltd. is obliged to shorten or cancel an event that has already begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

10 Workers' and Exhibitors' Passes

10.1 Exhibitors' Passes

Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Additional details can be found in the conditions of participation.

10.2 Temporary passes

Exhibitors staff which needs to enter the exhibition ground during set-up will be supplied free of charge with temporary passes (not for stand construction). These will only be valid during construction and dismantling periods and do not entitle the holder to enter the Exhibition Grounds during the event itself.

10.3 Contractor passes

Workers and contractors are required to purchase contractor passes for set-up and dismantling at cost. In addition they must have a work permit. Workers and Contractors without a permit to work are not allowed to carry out construction at Shanghai World Expo Exhibition & Convention Center.

10.4 Regulations Applying to all Types of Passes

Passes are issued in the holder's name, or must be filled in correctly by the holder, who should also sign them. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

11 Photographs and Film, Video and Sound Recordings

Global Produce Events (Shanghai) Co., Ltd. is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the press or television with the approval of Global Produce Events (Shanghai) Co., Ltd.

12 Advertising

12.1 Scope

Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor's own company, and only for exhibits manufactured or distributed by the exhibiting firm.

12.2 Approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Global Produce Events (Shanghai) Co., Ltd. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

13 Official Approval, Legal Regulations, Technical Guidelines

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements. This also applies in particular to laws governing technical equipment. Moreover, exhibitors

must observe the "Technical Guidelines" as specified in the Online Service Manual (OSM), in particular with regard to the regulations contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

14 Regulations for the Maintenance of Order

14.1 Domiciliary Rights

During the event exhibitors are subject to the domiciliary rights of Global Produce Events (Shanghai) Co., Ltd. and Shanghai East Best Convention & Exhibition Management Co., Ltd., which apply throughout the Exhibition grounds. Exhibitors must comply with instructions given by employees of Global Produce Events (Shanghai) Co., Ltd. and Shanghai East Best Convention & Exhibition Management Co., Ltd., who will prove their identity by means of an appropriate identification document.

14.2 Parking Spaces

Efforts will be made to meet exhibitors' specific requirement regarding parking on the Exhibition Grounds. However no automatic rights exist to a parking space.

14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them to enter and to park within the Exhibition Grounds will not be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the conditions of participation.

14.4 Leaving the Grounds

Exhibitors and accompanying persons must leave the halls within 20 minutes following the official closing time each day, and all vehicles must leave the grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

14.5 Miscellaneous

No animals are permitted on the Exhibition Grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

14.6 Environmental Protection

Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental

Guidelines of Global Produce Events (Shanghai) Co., Ltd. which are enclosed with the Online Service Manual (OSM).

15 General Regulations, Deadlines

15.1 Deadlines

The construction and dismantling periods will be specified in the Special Conditions of Participation.

15.2 Construction, Services for Exhibitors

The Online Service Manual (OSM) contains a list of services available from companies authorised by Global Produce Events (Shanghai) Co., Ltd., regarding planning, construction and design of standard and individual stands.

15.3 Dismantling

15.3.1 Clearance Passes

A clearance pass must be shown before exhibits can be removed at the end of the exhibition or trade fair. Such passes will only be issued and made available to the stand occupant if the stand rental invoice has been paid in full.

15.3.2 Dismantling Period

Stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period Global Produce Events (Shanghai) Co., Ltd. is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Global Produce Events (Shanghai) Co., Ltd. will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Global Produce Events (Shanghai) Co., Ltd. is entitled to impose liens to cover any expenses thus incurred.

16 Stand Design

16.1 Authorisation Certificate

Exhibitors with ground-level, single-story stands without roofs with 2.5 m height are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand, or special constructions require approval. Construction plans (floor plan and front view) must be submitted in duplicate to Global Produce Events (Shanghai) Co., Ltd. for approval. Complete details can be found in the Online Service Manual (OSM).

16.2 General Appearance

Stand walls bordering visitor aisles must include transparent panels, niches, displays or the likes in order to provide an open atmosphere on the exhibition stand in tune with the event. Such stand boundary walls facing any open aisle may not exceed 30 % of the stand length boundary, with each section of such wall no longer than 3 meters. Such boundary walls facing the aisle must be suitably decorated with graphics. Any stand construction which includes such stand boundary walls must be submitted for approval. Where the back wall of a stand measuring over 2.50 m in height adjoins that of a neighbouring exhibitor, its appearance must be a neutral white, so as not to adversely affect the appearance of the other stand. The lessee is obliged to install a white partition separating his stand and the directly adjacent stand, which is structurally stable, has no gaps, and bears no advertising of any kind. Any stand construction which includes such walls must be submitted for approval.

The exhibition stand must comply with the overall plan for the exhibition. Global Produce Events (Shanghai) Co., Ltd. reserves the right to prohibit construction of unsuitable or inadequately designed stands.

16.3 Stand Equipment and Fittings during the Hours that the Event is Open

The stand must be correctly equipped and furnished, and staffed by competent personnel throughout the duration of the fair or exhibition, during the stipulated opening times.

16.4 Penalty Clause

If the exhibitor fails to comply with the regulations as stated above (No. 16.1, 16.2, 16.3), Global Produce Events (Shanghai) Co., Ltd. is entitled to impose a penalty of RMB 50,000.00 per day if its instructions and warnings are not heeded.

17 Online Service Manual (OSM)

Together with the confirmation of acceptance, exhibitors will be supplied with access to the Online Service Manual (OSM), containing information such as:

Technical guidelines, technical equipment standards in the halls, installations, stand constructions, design and furnishing, as well as about other services at trade fairs provided by companies authorised by Global Produce Events (Shanghai) Co., Ltd. and other services. It also includes the necessary order forms.

18 General Inspection, Cleaning

- a) Global Produce Events (Shanghai) Co., Ltd. will provide security cover for the halls. However, it will only be liable for damages

in the case of gross negligence. Security cover for the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover against such risks. During the night valuable and easily removable items should be securely locked up. Private security staff to guard the stands during the night-time may only be employed subject to written agreement by Global Produce Events (Shanghai) Co., Ltd..

- b) Global Produce Events (Shanghai) Co., Ltd. will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.
- c) If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by Global Produce Events (Shanghai) Co., Ltd..
- d) The exhibitor or his appointed stand constructors are responsible for disposing of any waste materials resulting from their work. In this respect the rules laid down in the environmental guidelines in the Online Service Manual (OSM) must be observed.

19 Technical Installations

Regular supplies of electricity, water, gas and telephone services, along with other services in the halls, will be provided by companies authorised by Global Produce Events (Shanghai) Co., Ltd. Further details are contained in the conditions of participation.

20 Photography

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies who have received authorisation by Global Produce Events (Shanghai) Co., Ltd. and in possession of the appropriate pass. Such authorisation also applies prior to and after the daily opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Grounds. Information on this matter can be obtained from the Global Produce Events (Shanghai) Co., Ltd..

21 Catering Services

Catering services are provided exclusively by companies authorised by Global Produce

Events (Shanghai) Co., Ltd..

22 Data Protection

The exhibitor expressly agrees that Global Produce Events (Shanghai) Co., Ltd. may store, process, or disseminate personal information – including electronically processed data – for business purposes in accordance with the relevant Chinese laws and regulations.

23 Concluding Regulations

23.1 Changes and Amendments in Writing

Any changes to the contents of this agreement (No. 1.2), and ancillary agreements, are only legally binding if they have been confirmed in writing by Global Produce Events (Shanghai) Co., Ltd..

23.2 Chinese Law

These General Terms for Business are executed bilingually in English and Chinese language. In case of any discrepancy between the two language versions, the English version shall prevail.

All disputes arising out of or in connection with these General Terms and the contractual relationship between exhibitor and Global Produce Events (Shanghai) Co., Ltd. hereto shall be finally settled by Shanghai International Arbitration Center ("SHIAC") in accordance with the Rules of SHIAC in effect. The arbitral award is final and binding upon both Parties. The arbitration place shall be Shanghai. The language of the arbitration is English.

23.3 Place of Performance and Venue

The place of fulfilment is Shanghai. The place of jurisdiction for the settlement of disputes, also in a case involving documents, bills of exchange and cheques is, in so far as the exhibitor is a businessman, legal entity in the public domain, or a separate asset under public law, Shanghai, PRC. The organiser reserves the right to lodge its claims to the court in the place where the exhibitor has its registered company address or those of its branches.

23.4 Statute of Limitations

Claims by exhibitors against Global Produce Events (Shanghai) Co., Ltd. expire after 6 months if not precluded by cogent legal regulations.

23.5 Redemptory Clause

If any individual provisions in these conditions of participation become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.