

# Application Form (FIE Exhibitor)

**Application Deadline  
31 Jan 2019**

Company (Chinese &amp; English) (Invoice use)

Company (Chinese &amp; English) (Promotion use)

Address

Telephone

Fax

E-mail

Website

Contact Person

Mr. / Ms.

Position

Mobile Phone

Legal Representative (General Manager, etc.)

Headquarter of the parent company with full address and country:

Under which country would you like to be included in the statistics:
 Headquarter
 Branch Country

## 1. Raw Space (Minimum 18 m<sup>2</sup>):

| Size                    | Early Bird Price         | Size           | Subtotal |
|-------------------------|--------------------------|----------------|----------|
| 18 - 35 m <sup>2</sup>  | CNY 2,300/m <sup>2</sup> | m <sup>2</sup> | CNY      |
| 36 - 71 m <sup>2</sup>  | CNY 2,070/m <sup>2</sup> | m <sup>2</sup> | CNY      |
| 72 - 107 m <sup>2</sup> | CNY 1,955/m <sup>2</sup> | m <sup>2</sup> | CNY      |
| ≥108 m <sup>2</sup>     | CNY 1,840/m <sup>2</sup> | m <sup>2</sup> | CNY      |

## 2. Shell Scheme Package (incl. booth construction):

| Booth Type                        | Early Bird Price         | Size           | Subtotal |
|-----------------------------------|--------------------------|----------------|----------|
| Premium (min. 9m <sup>2</sup> )   | CNY 2,600/m <sup>2</sup> | m <sup>2</sup> | CNY      |
| Eminence (min. 18m <sup>2</sup> ) | CNY 2,900/m <sup>2</sup> | m <sup>2</sup> | CNY      |

## 3. Onsite Sponsorship:

| Description                                    | Price            | Check to confirm         |
|------------------------------------------------|------------------|--------------------------|
| Company logo in "Visitor Guide" floor plan     | CNY3,000/logo    | <input type="checkbox"/> |
| Company logo in "Visitor Guide" exhibitor list | CNY3,000/logo    | <input type="checkbox"/> |
| Indoor floor sticker                           | CNY6,000/sticker | <input type="checkbox"/> |
| <b>Subtotal</b>                                | CNY              | <input type="checkbox"/> |

### Important Notice (Please read carefully before fulfilling the form)

- Exhibitors who sign the contract **after May 31, 2018** should pay **50%** total booth fee as deposit **within one month**, and the balance **before Oct. 31, 2018**. Exhibitors who have paid the deposit or the total booth fee can enjoy the priority of booth allocation. The organizer has the right to adjust the booth allocation of those exhibitors who haven't settled the total booth fee before deadline.
- Exhibitors who sign the contract **after Oct. 31, 2018** should pay the **total fee in two weeks**. Otherwise, the booth will be released to other exhibitors. All exhibitors should pay the balance or the total fee **before Feb. 15, 2019**.
- All exhibitors shall comply with the allocation and the type of booth arranged by the organizer.
- Once the application form is submitted, the exhibitor is committed to the **Participation Terms A and B**, which are recognized as legal binding in the contract. Please read carefully
- A compensation of at least 50% of the participation fee shall be charged when the exhibitor withdraws from the contract.** For detailed items, please check as in Term A5.

**Total: CNY** \_\_\_\_\_ **Remark:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Company stamp and legal binding signature** \_\_\_\_\_

**We shall be presenting exhibits and/or services which come under the following product group(s) in the electronica China 2019 product index:**

- |                                                                                        |                                                                                                                                     |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1 Semiconductor                                               | <input type="checkbox"/> 9 Electromechanics / system peripherals<br>(connectors, relays, switches, keyboards and casing technology) |
| <input type="checkbox"/> 2 Embedded systems                                            | <input type="checkbox"/> 10 Power suppliers                                                                                         |
| <input type="checkbox"/> 3 Displays                                                    | <input type="checkbox"/> 11 PCBs, other circuit carriers                                                                            |
| <input type="checkbox"/> 4 Micro- and nanosystems (MEMS, etc.)                         | <input type="checkbox"/> 12 EMS Electronic manufacturing services                                                                   |
| <input type="checkbox"/> 5 Sensor technology                                           | <input type="checkbox"/> 13 Assemblies and subsystems                                                                               |
| <input type="checkbox"/> 6 Test and measurement                                        | <input type="checkbox"/> 14 Automotive                                                                                              |
| <input type="checkbox"/> 7 Electronic Design (ED/EDA)                                  | <input type="checkbox"/> 15 Wireless                                                                                                |
| <input type="checkbox"/> 8 Passive components (capacitors, resistors, inductors, etc.) | <input type="checkbox"/> 16 Information gathering and services                                                                      |
|                                                                                        | <input type="checkbox"/> 17 Others, please indicate _____                                                                           |

**Trademarks** (As a dealer, please fill in which **brands** you will exhibit at electronica China.)

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**We like to be placed within:**

- |                                                                   |                                                                              |
|-------------------------------------------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/> Semiconductor segment                    | <input type="checkbox"/> Passive components segment                          |
| <input type="checkbox"/> Power suppliers segment                  | <input type="checkbox"/> Micro- and nano systems & sensor technology segment |
| <input type="checkbox"/> Automotive electronics & testing segment | <input type="checkbox"/> Displays segment                                    |
| <input type="checkbox"/> Embedded system segment                  | <input type="checkbox"/> Switch & interconnection technology segment         |
| <input type="checkbox"/> Distributor segment                      | <input type="checkbox"/> Cable & wire segment                                |
| <input type="checkbox"/> Test and measurement segment             | <input type="checkbox"/> PCB segment                                         |
|                                                                   | <input type="checkbox"/> EMS segment                                         |

**To which application field does your products apply? (Multiple Choice)**

- |                                                  |                                                        |
|--------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Industrial electronics  | <input type="checkbox"/> Aviation & Space technology   |
| <input type="checkbox"/> Communication systems   | <input type="checkbox"/> Military electronics          |
| <input type="checkbox"/> Consumer electronics    | <input type="checkbox"/> Mechanical engineering        |
| <input type="checkbox"/> Household appliances    | <input type="checkbox"/> Rail transit                  |
| <input type="checkbox"/> Computers & Peripherals | <input type="checkbox"/> Security & Protection system  |
| <input type="checkbox"/> Automotive industry     | <input type="checkbox"/> Lighting engineering          |
| <input type="checkbox"/> Medical technology      | <input type="checkbox"/> Intelligent building          |
| <input type="checkbox"/> New energy              | <input type="checkbox"/> Internet of Things (IoT)      |
|                                                  | <input type="checkbox"/> Others, please indicate _____ |

**We are also interested in:**

- electronica (next show: 13-16.11.2018, Munich, Germany)
- electronica India (next show: 26-28.9.2018, BIEC, Bengaluru, India)

# General Terms of Participation (A)

## TECHNICAL GUIDELINES

### (SHANGHAI)

#### A1 Application

All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing the "Application" form and submitting it to Messe München GmbH (MMG). Messe München GmbH (MMG) is entitled and authorized by Messe Muenchen Shanghai Co., Ltd. (MM-SH) to act and invoice on behalf of MM-SH. With the application, exhibitors express to MM-SH their serious interest in taking part in the event as exhibitors. All exhibits must be described precisely on the application form. Co-exhibitors and additionally represented companies must be named on the application form. The same particulars must be specified as for the exhibitor. Incomplete applications cannot be considered. This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation.

#### A2 Eligible exhibits and exhibitors

The Participation Conditions A and B as well as the Technical Guidelines are accepted as legally binding with submission of application documents. The application of the exhibitor represents the contractual offer. The admission or rejection will be confirmed to the exhibitor in writing in due time. Admission cannot be transferred.

The contract between MM-SH and the exhibitor is concluded with the admission. According to this contract, MM-SH is authorized to assign a stand area to an exhibitor, which might deviate from the information in the registration unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if MM-SH does not receive the exhibitor's rejection of the assignment of the stand area within one week. If an exhibitor rejects a stand area before the deadline and the assigned stand area is unacceptable for the exhibitor, the exhibitor can demand that MM-SH assign him an acceptable stand area. If MM-SH does not comply with the demand within an appropriate time period, the exhibitor can withdraw from the contract. The exhibitor does not have any more far-reaching rights. Exhibitors do not have a legal claim to admission unless such a claim results from the law. Exhibitors who have not fulfilled their financial obligations to MM-SH, e.g., in respect of previous events, or have infringed the regulations governing the use of the event grounds, or the terms of participation, may be excluded from admission. MM-SH is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfils the conditions for admission. Only declared and admitted articles shall be exhibited. MM-SH has the right to remove any other exhibits at the exhibitor's risk and expense.

Hired or leased articles shall not be exhibited. MM-SH is entitled to remove such objects at the exhibitor's risk and expense. An exception is made in the case of objects which are not part of the exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes). Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission. MM-SH may exclude specific exhibition objects from the admission and link the admission with conditions. The exhibitor's reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission. Space will be allocated according to MM-SH's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by MM-SH at its own discretion, and not according to the order in which applications are received.

#### A3 Rental contract

The rental contract comes into force when MM-SH has notified the exhibitor in writing that he is admitted. This generally occurs when layout planning has been completed.

The allocation of the other stands, in particular of neighbouring stands, can change by the time the trade fair opens. MM-SH is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations.

Exhibitors cannot make claims against MM-SH because of such changes.

MM-SH may also subsequently, i.e. after the rental contract and the stand assignment have come into force, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the trade fair is oversubscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the trade fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against MM-SH are excluded.

If exhibitors cannot use their stand space or are impaired in the use of their stand because they have infringed legal or official regulations or the Terms of Participation A and B or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay MM-SH compensation for all damage caused by themselves, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

#### A4 Co-exhibitors and additionally represented companies

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor.

If an exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract exists between MM-SH and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment. This also applies to additionally represented companies if specified in the Special Terms of Participation B. The exhibitor must make this payment.

The amount can also be invoiced subsequently by MM-SH.

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation A and B, the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies as if they were his own. If co-exhibitors make direct use of MM-SH services, MM-SH is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without MM-SH's prior written consent.

#### A5 Cancelling the contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed so much that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by MM-SH. Otherwise, apart from the statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract. If the exhibitor states that he is withdrawing from the contract, this means – regardless whether he has the right to withdraw from the contract or not – that he is renouncing once and for all his intention to take part in the trade fair. If the exhibitor states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, MM-SH is entitled to re-let the stand area or use it itself without being obliged to do so, even if the exhibitor has no right to withdraw from the contract. If the exhibitor has stated that he is withdrawing from the contract, although he has no right to do so, the exhibitor is obliged to pay the participation fee. However, MM-SH must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; the exhibitor shall not have more far-reaching rights due to the fact that the exhibition space is rented to others or used in another way. In addition, the exhibitor must pay 35% of the agreed participation fee as flat-rate compensation for expenses incurred by MM-SH because the exhibitor has withdrawn from the contract without being entitled to do so and has thus, contrary to his duty, cancelled his participation in the trade fair. MM-SH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MM-SH has sustained less damage.

MM-SH is entitled to withdraw from the contract if the exhibitor fails to meet his financial obligations to MM-SH on time, MM-SH has extended the deadline by 5 days and this deadline for payment has not been met. This applies especially if the exhibitor is in default of payments for the down payment of 35% for the projected participation price. MM-SH is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect MM-SH's rights, objects of legal protection and interests and MM-SH can no longer reasonably be expected to adhere to the contract. In the aforementioned cases MM-SH is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. MM-SH's right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that MM-SH has sustained less damage.

Following issued acknowledgement, a compensation shall be charged when the exhibitor withdraws from the contract:

Earlier than 8 weeks before the show – 35% of the participation fee

Within 8 weeks before the show – 50% of the participation fee

Within 4 weeks before the show – 100% of the participation fee

#### A6 Force majeure, cancellation of the event

If MM-SH is compelled, as a result of force majeure or other circumstances beyond its control (eg, failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against MM-SH, in particular claims for damages. If MM-SH cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for MM-SH to hold the event, MM-SH is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

#### A7 Participation fees

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (see Part B "Participation fees"). Each square metre or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like.

The applicant shall be invoiced for 35% of the projected participation price shortly after his application. This first payment will be refunded if the applicant is not admitted to the trade fair, but will be forfeited if unilaterally the applicant withdraws totally from the undertaking. The exhibitor shall receive an invoice for the remainder of the participation price after stand assignment. Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Payment of the participation price as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area.

If exhibitors have ordered MM-SH services, MM-SH is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to MM-SH. This applies in particular to obligations arising from previous events. Terms and conditions of payment are in accordance with the Special Terms of Participation (see Part B

"Terms and conditions of payment"). MM-SH reserves the right to enforce the lessor's lien, as permitted by law, in order to secure MM-SH's claims arising from the rental. The exhibitor must inform MM-SH at any time about the ownership of articles, which are exhibited or to be exhibited. If an exhibitor does not meet his financial obligations, MM-SH can detain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. The legal provisions on the realization of the pledge are – as far as permitted by law – excluded. MM-SH does not accept liability for damage to exhibits and stand fittings detained under this clause, unless MM-SH is guilty of intent or gross negligence.

Upon special application by the exhibitor, the participation price and/or the payment for the admittance of co-exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or promise to pay the amount owed to MM-SH, and MM-SH must declare its agreement with such.

#### A8 Warranty

Complaints about any defects in the stand or exhibition area are to be made in writing to MM-SH immediately on occupying the exhibition area, and at the latest on the last day for stand assembly, so that MM-SH can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against MM-SH.

#### A9 Liability and insurance

MM-SH is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which MM-SH, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grave breach of duty by MM-SH, its legal representatives or employees. MM-SH is also liable for any damage caused by grave breach of cardinal duties by MM-SH, its legal representatives or employees. In these cases MM-SH is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, at most, however, EUR 65,000 per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special funds under public law. If the exhibitors are entrepreneurs, legal persons under public law or special funds under public law, MM-SH is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the trade fair. The same applies to vehicles left on the trade fair grounds by exhibitors, their employees or representatives.

For his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and exhibitors and their exhibition articles or exhibition installations and equipment. Each exhibitor is obligated to take out suitable insurance with sufficient insurance coverage with an insurer registered in the European Union and to pay the premiums incurred (including insurance tax) in good time.

**A10 Photography, filming, video recording, and sketching**

Only persons authorised by MM-SH and in possession of a valid MM-SH pass may film, photograph, or make sketches or video recordings in the exhibition halls. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, MM-SH can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require MM-SH's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer.

MM-SH is entitled to have photographs, drawings, films and video recordings made of events at the trade fair, of stands and exhibits, and to use them for advertising or general press publications.

**A11 Catering, deliveries to stands**

Only companies approved for the event grounds may supply exhibition stands with food, beverages and/or flowers. Deliveries to exhibition stands are only permitted with restrictions. MM-SH is authorized to allow deliveries to stands only at certain times.

**A12 Intellectual property rights**

MM-SH expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, MM-SH is entitled but not obliged to set up an Intellectual Property Complaint Office (IP Office) for each trade fair, whose purpose shall be to support exhibitors in cases of infringement of their IP rights by other exhibitors. If it is proved to MM-SH, by presentation of a court decision, that an exhibitor has infringed the intellectual property rights of another exhibitor with the articles on display, printed papers, advertising materials, or otherwise, then MM-SH is entitled, although not obliged, to remove from the offender's stand the exhibits, printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. MM-SH is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against MM-SH, unless the latter is guilty of gross negligence or wrongful intent.

**A13 Exhibitors' passes**

For the time in which the trade fair is held, the exhibitor receives a number of free exhibitors' passes as specified in the Special Terms of Participation. Any additional exhibitors' passes requested are charged for. All exhibitors' passes are numbered and the passes are not transferable. Exhibitors' passes must not be given away or sold to unauthorised third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the trade fair centre without corresponding authorisation from MM-SH. Exhibitors' passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors.

**A14 Assembly, staffing and dismantling of stand**

The dates for assembly and dismantling, specified in the Special Terms of Participation, must be observed. Stands not occupied by the last day for assembly may be disposed of as MM-SH sees fit.

Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes. If they break this rule, MM-SH is entitled to demand a penalty of EUR 325.

MM-SH is entitled to exclude from future trade fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the Terms of Participation, without prejudice to MM-SH's right to cancel the contract in accordance with Section A5 or to a claim for all costs thereby incurred by MM-SH.

**A15 Verbal agreements**

All verbal agreements, individual and special arrangements are valid only with MM-SH's written confirmation.

**A16 Regulations for use**

Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors are not permitted to spend the night in the halls or on the open-air grounds. Exhibitors must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event.

**A17 Period of limitation, period of exclusion**

All the exhibitor's claims against MM-SH arising from the stand rental, and all legal proceedings in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls. Notwithstanding the provisions set out in Clause A 8, any complaints about invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

**A18 Place of performance, applicable law**

Shanghai shall be the place of performance, also for all financial obligations. Only the law of the People's Republic of China shall apply.

**A19 Jurisdiction, arbitration agreement**

The following shall apply to exhibitors incorporated in the PR of China:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may bring an action at the court which has jurisdiction at the registered address of MM-SH.

The following shall apply to exhibitors incorporated or with their principal place of business outside the PR of China:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, the both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may submit the dispute to the China International Economic and Trade Arbitration Commission Shanghai Sub-Commission for arbitration in Shanghai in accordance with its rules of arbitration procedure.

**A20 Data protection**

In compliance with data protection legislation, the person-related data of the exhibitor is processed and used for fulfilling the business purposes of Messe Muenchen Shanghai Co.,Ltd. as well as being forwarded to third parties in order to above all fulfil the purpose of the contract concerned. Personal data of the Exhibitor shall be used by third parties for marketing purposes of related trade fairs by the associate companies of the Company.

**A21 Severability Clause**

Should the provisions set out in the Terms of Participation or Technical Guidelines be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected. In such a case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue. In case of divergence between the English and the Chinese text, the English shall prevail.

## Title of the fair

electronica China 2019

**Venue**  
Shanghai New International Expo Centre  
Shanghai, China

## Duration and opening hours

March 20–22 2019  
March 20–21, 9 a.m. to 5 p.m.  
March 22, 9 a.m. to 4 p.m.

## Organizer:

Messe Muenchen Shanghai Co., Ltd.(MM-SH)  
PINGAN Fortune Tower 11th Floor, No. 1088 Yuan Shen Rd,Shanghai  
200122, P.R. China  
Tel: +86-21 2020 5500  
Fax: +86-212020 5688  
E-mail: epc@mm-sh.com  
electronica-china.com

## Special Terms of Participation (B)

All prices indicated below are net. No value-added tax is required.

### B1 Application

Applications are to be made on the enclosed form, which should be returned to MM-SH at the earliest opportunity, filled in and signed with a legally binding signature. One copy is retained by the applicant.

### B2 Permitted exhibits and exhibitors

All exhibits must correspond to the relevant range of exhibits for this trade fair.

Articles other than those permitted and registered, as well as used or leased machinery, may not be exhibited.

MM-SH has the final decision.

### B3 Co-exhibitors

Permission for co-exhibitors must be requested in writing.  
The registration fee is CNY 2,000 for each co-exhibitor admitted.

### B4 Participation fees (see 1st page)

Besides the rent of the stand area, the participation fees include extensive services provided by MM-SH, such as consultation and planning advice, publicity work, organization and technical assistance.

### B5 Terms of payment

The deadlines for payment given in the debit note must be observed.

Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalogue, and provision of workers' and exhibitors' passes.

The applicant or exhibitor will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts in all MM-SH invoices, which are connected with the event, are to be paid in CNY, without deductions and free of all charges, by credit transfer to the account specified in the debit note, mentioning the exhibitor's company name.

### ICBC Shanghai Branch, No.2 Business Department

**Account Name: Messe Muenchen Shanghai Co., Ltd.**  
**Account No. (CNY): 1001190709016219311**  
**Swift Code : ICBKCNBJSHI**

### B 6 Dates of setting up and dismantling (see exhibitor's manual)

### B 7 Stand design and equipment (see Technical Guidelines)

a) In the halls

Stand height:

The maximum construction and advertising height for stand construction is 7.50 m. Assuming that the Technical Guidelines are observed in designing and constructing a stand, drawings need to be submitted for one-storey stand construction in the halls insofar as they are built by the exhibitor. On request, MM-SH will check submitted stand construction plans (submitted in two copies) for exhibitors. No specific approval will be issued.

All other stand constructions which are higher than 3 meters, multi-storey stands (see item 4.9 Technical Guidelines), mobile stands, stands with bridges, stairs, cantilevered roofs, galleries, etc.) and constructions on the open-air exhibition grounds require approval.

Two-storey stand construction is permitted in the halls with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by MM-SH. Approval for the two-storey stand depends on the position of the stand within the hall and the area it occupies. Stand drawings containing elevations and cross-sections, cutaway view, electricity layout, static test report or static load calculation, specification of construction must be submitted in duplicate to MM-SH's Operations Department for approval by the deadline specified, at the latest 8 weeks before stand assembly is to start.

For two-storey structure covering more than 30 sqm, exhibitors need to install sprinkler system on the ceilings of each storey. The structures of the stand cannot hang on the structures of the hall. In the case of infringement of any of the conditions specified here, MM-SH is entitled to take action in accordance with the General Terms of Participation.

MM-SH will erect partition walls only upon request and at the exhibitor's expense. Exhibitors will receive, in good time, the order form for these walls and further stand walls (height 2.50 m) with the Exhibitors' Manual.

b) On the open-air site

All structures to be set up in the open-air area exhibition grounds, require the prior consent of MM-SH. Permission from the construction supervising authority must be obtained for building facilities, which exceed a roofed area of 50 m<sup>2</sup> or a height of 3.00 m.

Two-storey stand construction is permitted in the open-air site with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by MM-SH. Approval for the two-storey stand depends on the position of the stand and the area it occupies.

The required application forms as well as plans of ground and upper floor, elevations, cross-sections, electricity layout and static calculations or test reports, specification of construction and material must be submitted to MM-SH's Operations Department in due time, but at least 8 weeks before setup begins. At the setup of facilities, especially buildings, all applicable regulations at the event site must be observed.

Attention must be paid to all existing supply pipes, foundations, distribution boxes, etc. during all setup work. Insofar as they are within individual stand areas, they must be accessible at all times.

Stand structures may not be built nearer than 0.5 m to the border of neighboring stands unless MM-SH gives written permission for this.

Construction elements, stand signboards and banners must be arranged so that there is no unreasonable nuisance to neighbours. Misleading company signs must be removed at the request of the trade fair management. For all construction work, allowance must be made for existing supply lines, distribution boxes, etc. Where these are located within individual stand areas, they must be accessible at all times. Any underground work may only be commenced after approval by MM-SH's Operations Department. Exhibitors whose stands adjoin the enclosing fence of the trade fair grounds may not use the fence for their construction purposes. Use of the outside of the fence to carry advertising material is not permitted. Publicity balloons are not permitted on the trade fair grounds. In the case of infringement of any of the conditions specified here, MM-SH is entitled to take action in accordance with the General Terms of Participation.

### B8 Other regulations

All building structures on the trade fair grounds shall be executed in accordance with the legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads (apart from flags) from cranes is prohibited for safety reasons.

### B9 Technical installations

Applications for electrical installation, water, drainage, and telecommunications can be considered only if submitted in due time on the order forms available from MM-SH. The precise terms of delivery and the connection fees are stated on these forms.

### B10 Restoration of the exhibition areas

All exhibition areas must be handed over to MM-SH's Operations Department in their original condition by the stipulated date for completion of dismantling. At the end of the exhibition, exhibitors must remove from the site all the materials especially the double-sided carpet tape used from their stands by the respective timings stated in the "Operations Schedule".

MM-SH is entitled to charge the exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at exhibitor's cost.

### B11 Use of equipment

Only cranes, fork-lift trucks and working platforms may be used that have been provided by the MM-SH service partners responsible. In special cases, the consent of MM-SH's Operations Department is required.

### B12 Transport of track-laying vehicles

Only track-laying vehicles with smooth track plates, that are also approved for public roadways, may be driven on the roads of the trade fair grounds. The transport of track-laying vehicles into the exhibition halls is permitted only with the express approval of MM-SH's Operations Department. The exhibitor is fully responsible for any damage to road surfaces and hall floors.

### B13 Sales regulations

Direct sales and other services or deliveries made from the stand are not permitted. Exhibited goods must not be delivered to purchasers until after the trade fair closes. Sales are permitted only to wholesalers, retail or trade customers.

### B14 Catalogue, Internet, Visitor Information

An official trade-fair catalogue, an Internet database and Visitor Information will be compiled for the trade fair. All exhibitors (including co-exhibitors, companies at joint stands and additionally represented companies) are included, with the name indicated in the application, in the alphabetical list of exhibitors in these media. The minimum entry contains the exhibitor's company name, hall and stand number in the alphabetical list of exhibitors. Exhibitors (including co-exhibitors and companies at joint stands) will be offered other entries, eg. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. MM-SH assumes no responsibility for the correctness and completeness of the catalogue, Internet database and Visitor Information. The exhibitor is solely responsible for the permissibility under law – and particularly the law on competition – of any advertisement placed in the trade fair catalogue, the Internet database or the Visitor Information of MM-SH at the instigation of the advertiser. Should third parties assert claims against MM-SH on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold MM-SH fully safeguarded against all claims asserted including all costs of any necessary defence in court on the part of MM-SH. The same applies to exhibitor entries actuated by exhibitors in the trade fair catalogue, the Internet database or the Visitor Information of MM-SH.

### B15 Workers' and exhibitors' passes (see A 13)

For the time in which the trade fair is held, each exhibitor receives some exhibitors' passes free of charge. The number of exhibitor's passes is not increased for co-exhibitors or additionally represented organisations. Additional exhibitors' passes are obtainable from the trade fair management and will be charged for. Exhibitors' passes are intended solely for stand personnel and must not be passed on to third parties.

Workers' passes for setting up and dismantling of stands are available in the numbers required and will be charged for. These passes are valid only during the time of setting up and dismantling and do not authorise the holder to enter the trade fair centre during the event. Workers' passes must not be passed on to unauthorised third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the exhibitor.

### B16 Circular letters

Once the stands have been allocated, exhibitors will be informed by circular of further details concerning preparation and organization of the trade fair.

### B17 Alterations

MM-SH reserves the right to make alterations and additions in matters affecting technical arrangements and safety.



## Application for registration of co-exhibitors (to be filled in by main exhibitor)

**MAIN EXHIBITOR** COMPANY (Chinese) | \_\_\_\_\_  
 STAND NO. (if already known) COMPANY (English) | \_\_\_\_\_  
 \_\_\_\_\_ CONTACT | \_\_\_\_\_ Tel | \_\_\_\_\_

We hereby authorize the company below as co-exhibitor at our stand at electronica China 2018. The company has all technical and commercial documents necessary for the information of visitors concerning the exhibits on display.

The exhibits correspond with the Index of Products and Services of electronica China.

### **CO-EXHIBITOR** (see overleaf, A4 and B3 Terms of Participation)

Company (Chinese) | \_\_\_\_\_  
 Company (English) | \_\_\_\_\_  
 Address | \_\_\_\_\_  
 Country/City/Postal Code | \_\_\_\_\_  
 Area Code | Telephone | Fax | \_\_\_\_\_  
 E-mail | \_\_\_\_\_ Website | www. \_\_\_\_\_  
 Contact:  Mr.  Ms. Position | \_\_\_\_\_  
 \_\_\_\_\_  
 Manufacturer  Dealer  Importer  Distributor  Service Company (multiple entries possible)

Headquarter of the parent company with full address and country:

Under which country would you like to be included in the statistics:  Headquarter  Branch Country: | \_\_\_\_\_

### **INDEX OF PRODUCTS AND SERVICES**

- |                                                                                                                                   |                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> 1 Semiconductor                                                                                          | <input type="checkbox"/> 10 Power suppliers                       |
| <input type="checkbox"/> 2 Embedded systems                                                                                       | <input type="checkbox"/> 11 PCBs, other circuit carrier           |
| <input type="checkbox"/> 3 Displays                                                                                               | <input type="checkbox"/> 12 EMS Electronic manufacturing services |
| <input type="checkbox"/> 4 Micro- and nanosystems (MEMS, etc.)                                                                    | <input type="checkbox"/> 13 Assemblies and subsystems             |
| <input type="checkbox"/> 5 Sensor technology                                                                                      | <input type="checkbox"/> 14 Automotive                            |
| <input type="checkbox"/> 6 Test and measurement                                                                                   | <input type="checkbox"/> 15 Wireless                              |
| <input type="checkbox"/> 7 Electronic Design (ED/EDA)                                                                             | <input type="checkbox"/> 16 Information gathering and services    |
| <input type="checkbox"/> 8 Passive components<br>(capacitors, resistors, inductors, etc.)                                         | <input type="checkbox"/> 17 Others, please indicate               |
| <input type="checkbox"/> 9 Electromechanics/system peripherals<br>(connectors, relays, switches, keyboards and casing technology) | _____                                                             |

The application fee is **CNY2,000** net for each co-exhibitor admitted and will be charged to the main exhibitor.

The catalogue entry online and in Visitor Guide is free of charge for all co-exhibitors, which includes the company name, hall and stand number. Further services can be ordered with separate order forms in the Exhibitor Manual.

Date

Company stamp and legal binding signature

## Extract from the Terms of Participation A and B

### **A4 Co-exhibitors and additionally represented companies**

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor.

If an exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies. Admission of the exhibitor does not mean that a contract exists between MM-SH and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment. This also applies to additionally represented companies if specified in the Special Terms of Participation B. The exhibitor must make this payment. The amount can also be invoiced subsequently by MM-SH.

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation A and B, the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies as if they were his own. If co-exhibitors make direct use of MM-SH services, MM-SH is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without MM-SH's prior written consent.

### **B3 Co-exhibitors and additionally represented companies (see A 1/2/4)**

Permission for co-exhibitors and additionally represented companies must be requested in writing. The registration fee is CNY 2,000 for each co-exhibitor or additionally represented company admitted.