



SNIEC, Shanghai
26/04–28/04/17

C-star **Powered by EuroShop**

Conditions of Participation

A Special Conditions of Participation C-star 2017

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A Special Conditions of Participation

1 Organizer

Messe Düsseldorf (Shanghai) Co., Ltd
Unit 307, Tower 1
German Centre for Industry and Trade
88 Keyuan Road
Zhangjiang Hi-Tech Park
Pudong, Shanghai 201203
P.R.China
Tel: (86 21) 6169 8300
Fax: (86 21) 6169 8301
Website: www.mds.cn

2 Title of event

C-star 2017
Powered by EuroShop

3 Sponsors

EHI Retail Institute e.V.
Spichernstraße 55
50672 Köln
Germany
Phone: +49 (0)221 5 79 93 - 0
Fax: +49 (0)221 5 79 93 - 45
E-Mail: info@ehi.org

4 Venue

Shanghai New International Expo Centre
2345 Longyang Road, Pudong New Area Shanghai
Hall N4-N5

5 Duration and dates

Registration deadline / Start of hall planning:
30/09/16

Stand construction:
23/04 - 25/04/17

Duration:
26/04 - 28/04/17

Stand dismantling:
28/04/17

Start of dismantling will be announced in the exhibitor manual.

6 Product offer

The offer only comprises products and services for C-star 2017. Main structures of the offer of C-star 2017 (Substructures to be found in Form B):

1. Shopfitting, shop furnishings, architecture and store design
2. Lighting
3. Refrigeration cabinets, frozen food display cabinets, cooling logistics
4. Visual marketing, sales promotion, POS marketing
5. Retail technology
6. Exhibition stand construction, design, events
7. General services

Newly manufactured products only will be permitted as exhibits. Secondhand machinery and agents for second-hand machinery will

not be admitted to the exhibition.

Exhibitors are required to list on their application form the product codes from the product categories which correspond with the goods they intend to show and at the same time to select the appropriate product section. If exhibits fall under more than one product section then these should all be listed on the application form. Only products with a listed product code can be admitted and exhibited. Texts on application forms that deviate from the product codes in the product categories (Form B) will not be considered.

7 Participation fees and other charges

The following net participation fees have been set for C-star 2017.

| | |
|---|--------------------------|
| 1. Prices apply as per square metre of floor space. | |
| Space only (Minimum size: 24 m ²) | \$ 335.00/m ² |
| Stand Package Walk-On | \$ 415.00/m ² |
| Stand Package Premium | \$ 445.00/m ² |
| Stand packages are available in 12 m ² , 18 m ² and 24 m ² | |

| | |
|---|-----------|
| 2. Co-exhibitor fee (Fee for possible displays and presentations) | \$ 615.00 |
|---|-----------|

| | |
|------------------------------------|-------------|
| 3. Withdrawal fee before admission | \$ 1,300.00 |
|------------------------------------|-------------|

The regular minimum stand space is 12 m². Smaller areas are possible only if they become available during hall planning. Space will be provided in units of a square metre. Part of a square metre will be charged as a full unit. In computing the charge for space that is not rectangular, the area making up a rectangle will be included. Projections, pillars, columns and space for installation connections will all be included in space costs.

The participation fee does not include any stand demarcation walls.

The currency of the invoice is in U.S. Dollar. The participation will be calculated in U.S. Dollar. These are net prices which means they do not include VAT and/or other charges for Goods and Services. Such taxes, fees or duties - if applicable - shall be borne and paid by the exhibitor in addition to the contract price as stated. The Exhibitor will effect all payments due hereunder without holding of, deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by any governmental authority in connection with this agreement. If the exhibitor becomes obligated by law to make such withholding or deduction at source, the exhibitor will pay to Messe Düsseldorf (Shanghai) Co., Ltd such additional amounts as may be necessary to enable Messe Düsseldorf (Shanghai) Co., Ltd to receive on the due date a net amount equal to the full amount which it would have received the payment has not been subject to the taxes. The exhibitor shall promptly pay all of the taxes, deductions and withholdings and shall not later than eight business days after receiving the same, furnish Messe Düsseldorf (Shanghai) Co., Ltd with such certificates, receipts or other documents confirming receipt by the competent authority of such payments.

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

8 Payment

(a) The payment schedule for space rental and stand packages is as follows:

(i) 35% balance with return of space contract within 7 workdays 65% balance by 31st December 2016

OR

(ii) if application is signed on or after 31st December 2016 100% with return of space contract

(b) All sums payable under space contract / admission documents

shall be paid together with the addition of such goods and services tax (or such other government tax/or levy) as is legally payable on those sums, if any.

The total cost represents only the payment for the site, with or without Messe Düsseldorf (Shanghai) Co., Ltd stand fitting as appropriate, details of which are set out overleaf and all other goods and services required by the exhibitor shall be paid for by the exhibitor in addition thereto.

Exhibitors will not be allowed to occupy their space or stands if the payment terms specified in the terms and conditions of participation are not followed. These terms cannot be varied under any circumstances.

The terms and conditions of participation, the space contract / admission documents are legally binding.

Shanghai, May 2016
Messe Düsseldorf (Shanghai) Co., Ltd

B Conditions of Participation General Section

1 Application

Application for space/contract in the exhibition shall be made on the form overleaf and shall be duly signed by the exhibitor or a person authorised by him. When the space application/contract for space is signed on behalf of an exhibitor it should so state and should state the name of the exhibitor. Following receipt of the space application/contract the organiser shall issue an acceptance of such space application/contract which shall bind the exhibitor to exhibit at the exhibition and to observe the rules and regulations of the exhibition (as amended from time to time). The organiser reserves the right to refuse to accept any space application/contract at its absolute discretion without giving reasons therefore.

2 Admission

Exhibitors at the event are the manufacturers of the products. Trading companies will only be admitted if they can provide proof from the manufacturer that they are authorised to display and sell those particular products and services at the show, i.e. the manufacturing company cannot exhibit in addition. This is to preclude the possibility of the same product being exhibited twice.

In principle, only those exhibitors are admitted whose registered exhibits and services are in accordance with the event's list of exhibits and meet the requirements stated in paragraph 1. The decision as to whether an exhibitor or exhibits can be admitted rests with the organiser, if necessary after consultation with the admissions committee. A legal claim for admission does not exist. Exhibitors who have not fulfilled their financial obligations to the organiser or have contravened the conditions of participation, the technical regulations or legal requirements can be excluded from participation.

The exhibitor will be sent a hall plan showing the location of the stand and where relevant a site plan indicating the hall. The organiser reserves the right to cancel a stand booking approved on the basis of misleading or false information or if the requirements for participation are no longer met or the booking is no longer in accordance with the admission regulations. If the allotted space is not available for reasons beyond the control of the organiser the exhibitor may claim a refund of the space rental cost; no claims for damage will be entertained.

The organiser may, if required by circumstances and specifying its reasons for doing so, and bearing in mind what is reasonable for the exhibitor, deviate from the notice of admission by allocating space in another position or reducing or increasing the stand size. It reserves the right to alter entrances and exits to and from the exhibition grounds and the halls, as well as throughways between halls.

3 Terms of payment

The currency of invoice is in U.S. Dollar.

Participation fee set forth in article 7, special conditions of participation hereunder shall be paid by the exhibitor upon return of invoice from the organizer.

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

(b) If the exhibitor, for whatever reason, withdraws its application, gives up participation or reduces the stand area after the organizers have sent the admission notice, the exhibitor shall nevertheless pay the participation fee. The charges paid will not be refunded.

(c) Invoices for miscellaneous services or supplies ordered separately are payable with immediate effect, i.e. usually before the relevant show commences, but at the latest at the time the service is provided or the items supplied.

(d) All payments shall be payable to Messe Düsseldorf (Shanghai) Co., Ltd., inclusive of bank charges and currency exchange charges

and must be made by bank draft or direct transfer to:

Messe Düsseldorf (Shanghai) Co., Ltd.
LG1, HSBC Building, Shanghai IFC, 8 Century Avenue, Pudong,
Shanghai, P.R.China 201203
HSBC Bank (China) Company Limited Shanghai Branch
SWIFI Code: HSBCCNSH
Account: 920-004678-001

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

(f) If the exhibitor gives instructions to render accounts to a third party, the exhibitor still remains the debtor.

(g) In case of default by the exhibitor of payment of any sum according to these conditions of participation and contractual stipulations, interest shall be charged on the outstanding sum at a rate of seven percent (7%) p.a. Where payments are not made in due time, the organizer shall, without prejudice to other remedies and rights available hereunder, be further entitled to terminate the contract or otherwise dispose of the stand area and the exhibitor shall be responsible for all losses suffered by the organizer. The above provision shall also apply to the circumstances that the exhibitor fails to make the payments in due time in case of withdrawal of its application for participation or non-participation (article 5 of the conditions of participation).

4 Co-exhibitors and group stands

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

Permission to accept co-exhibitors will be given only upon application in writing by the exhibitor to Messe Düsseldorf (Shanghai) Co., Ltd.. The co-exhibitor is liable to the same conditions as the main exhibitor. Any co-exhibitor shall have to pay to the Messe Düsseldorf (Shanghai) Co., Ltd. the co-exhibitor fee stipulated. The main exhibitor will, however, always be liable for the payment of the co-exhibitor's fee. If a co-exhibitor is admitted without the consent of Messe Düsseldorf (Shanghai) Co., Ltd., Messe Düsseldorf (Shanghai) Co., Ltd. will have the right to cancel the contract with the main exhibitor without further notice and to clear the stand at the exhibitor's cost. The exhibitor waives the rights of un-warranted interference. The exhibitor will have no right to claim damages.

Co-exhibitors are all exhibitors who are represented on a stand with their own staff and own exhibits alongside the main exhibitor. Companies with close economic or organisational ties are also classified as co-exhibitors. Company representatives will not be admitted as co-exhibitors. Additionally represented companies are classified as those whose exhibits are shown by the exhibitor. Manufacturers of such equipment, machinery or other products which are necessary for the demonstration of an exhibitor's products are not regarded as co-exhibitors or as additionally represented companies. In accordance with the admissions regulations co-exhibitors can be entered into the catalogue with their full address provided all fees have been paid and the necessary documents have been received by the specified deadline. Messe Düsseldorf (Shanghai) Co., Ltd. can authorise group stands provided they are in keeping with the overall pattern of the event. Exhibitors on group stands are subject to all regulations. If a stand is allocated to two or more companies, each company will be jointly and severally liable to Messe Düsseldorf (Shanghai) Co., Ltd.. Companies on a joint stand should nominate a common representative on the application form. Contracting parties for group stands are responsible for ensuring that all exhibitors within their group are fully aware of and agree to abide by these terms and conditions of the exhibition.

5 Cancellation and non-participation

Applications can be withdrawn up until admission. A withdrawal fee (see section 7 of the special conditions of participation) plus sales tax is payable.

With return of space application/ contract, the exhibitor shall not be entitled to rescind the contract nor to reduce the stand area. The participation charges shall be payable in full together with any costs actually entailed. Should the organiser make alternative use of unoccupied areas to improve the general appearance of the show, the exhibitor who reserved the space shall not be released from his financial obligations.

If the exhibitor decides not to occupy the stand space allocated to him, and this space can be rented to another party by the fair company (no occupation on swap basis), then the exhibitor must pay 35% of the participation charge, at least however the amount according to article 7, section 1 of the special conditions of participation. The exhibitor reserves the right to furnish evidence that the costs required of him are too high.

If insolvency proceedings are pending against an exhibitor's assets, or if such proceedings have been suspended due to inadequate assets, the organiser shall be entitled to cancel the contract without further notice. The exhibitor must inform the organiser immediately and in any case if such proceedings have been initiated. The paragraphs above apply accordingly for any payment liability.

6 Exhibits, sales regulation

Products or services not included on the admission document cannot be exhibited or offered for sale. The organiser has the right to remove non-approved exhibits at the cost of the exhibitor. The operation and demonstration of exhibits can only be carried out within the framework of accepted standards. Please display the CE-mark where appropriate. Products and exhibits with flammable contents are allowed on the stand only if the quantity falls within the approved limit.

Distribution shall only be allowed on the stand area as registered. The exhibitor is only permitted to accept orders for/to sell/to advertise those exhibits/services which are listed on the admission document.

Exhibits may not be removed from the stand until after the event has ended. Selling from the stand prior to the end of the show is not permitted.

Exhibits may not be removed during the exhibition. Also, legal provisions in force (in particular, such as the law on the marking of prices) shall have to be observed.

The special legal requirements in the People's Republic of China must be adhered to when marketing and exhibiting certain products, e.g. drugs.

7 Sub-letting

The exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of its site, whether for financial consideration or otherwise. The exhibitor must, if it is an agent, distributor or licensee, state at the time of space application the names of the principals to be represented. This does not prohibit an exhibitor displaying the products of a principal for whom it becomes agent, distributor or licensee after the time of contract, with the prior written permission of the organiser.

8 Exhibitor's insurance

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The exhibitor shall insure against, indemnify and hold the implementation company harmless in respect of the exhibitor's liability to the implementation company. If the organiser so demands the exhibitor shall provide proof to the implementation company that the exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their servants, agents or

contractors are insured against claims for workman's compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition grounds until it has vacated the exhibition grounds and all its exhibits and property have been removed.

9 Use of site & safety

(a) Precautionary measures such as guards or other means of protection must be taken by the exhibitor and its affiliates to protect the public from being harmed by any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must have the organizer's prior written approval.

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

(c) The exhibitor and its affiliates may only distribute the publicity materials at its own stand or shell booth. No advertising, demonstration or canvassing for business may be carried out anywhere else within the exhibition venue. No exhibits or advertising signs shall be placed outside the confines of the exhibitor's stand.

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

(e) Gas-filled balloons shall not be permitted at the exhibition venue under any circumstance.

(f) Exhibitor's stand must be managed by an authorized and competent representative of the exhibitor at all times during the exhibition period. Such representative must be fully conversant with the exhibitor's products and / or services and shall be duly authorized to be responsible for negotiation and conclusion of contracts for the sale of the exhibitor's products or services. The exhibitor shall procure that the representative shall comply with these conditions and with any and all directions which the organizers may give before or during the exhibition period.

(g) The exhibitor and its affiliates shall observe the on-site management of the organizers, owner of the venue or their entrusted exhibition management agent. Any action of the exhibitor and its affiliates shall not impede normal activities of other exhibitors. The exhibitor shall indemnify the organizer in case the organizers have to assume liability to third parties due to violation of these conditions of participation by the exhibitor or its affiliates.

10 Technical guideline

The technical guideline is a constituent part of these conditions of participation and must be adhered to. The exhibitor service manual shall be handed over to the exhibitor at the latest with first payment of 35% is conducted by the exhibitor.

11 Limitation of liability and indemnity

(a) To the extent permissible under the law, the organizer, its officers, directors, employees, servants or agents shall not be liable for:

(i) the safety of the exhibitor, its staff, servants, agents, contractors or invitees during the exhibition;

(ii) any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by the exhibitor, its staff, servants, agents, contractors or invitees or members of the public; or

(iii) any other damages or loss (including, without limitation, the loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).

(b) The organizer shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection,

completion, alteration or dismantling of stands or the entry, siting or removal of exhibits, or for the failure of any services or amenities provided by the hall landlords or other third parties.

(c) While the organizer may provide information on the relevant legal requirements applicable to the exhibitor (including the licences and permits which the exhibitor has to obtain), the implementation company shall not be responsible for any errors or omission and the exhibitor is solely responsible for ensuring that it has complied with all legal requirements.

(d) The organizer shall not be responsible for the acts or omission of any contractor appointed by the implementation company to provide any products or services to the exhibitor.

(e) In the event that the organizer is found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of the implementation company for all claims made by the exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the exhibitor to the organizer for the space at the event at or during which the loss or damage was incurred or suffered. This limitation does not apply to claims in respect of personal injury or death.

(f) The exhibitor shall indemnify and hold the implementation company harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred by the organizer due to any act, omission, neglect or default of the exhibitor, its staff, servants, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the exhibitor infringes the intellectual property rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this space application and admission documents and is in addition to any other remedy which the Implementation company is entitled to under the law.

12 Operation of exhibition stands

During the exhibition opening hours the stand must be manned by a sufficient number of staff and should be accessible to visitors. Exhibitors have no right of access to other stands outside the official opening hours, unless permission has been obtained from the stand exhibitors. Exhibition stands must be operated in accordance with the legal conditions and administrative guidelines.

13 Copyright

The exhibitor gives permission to the organizer to publish before, during and after the exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the exhibition and/ or exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

1) original material,

2) paid for by the exhibitor or,

3) already in the public domain such that the implementation company cannot be sued for copyright violation.

14 Counterfeits and copyright infringements

Copyright infringement will be vigorously policed at the exhibition. Copies or counterfeit goods are not permitted at the exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned from future exhibitions.

15 Force majeure

"Force Majeure" shall mean all events which are beyond the control of any party to these conditions, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by such party of these conditions and other relevant contracts. Such events shall include earthquakes, typhoons, flood, fire, volcanic eruption and other acts of nature, war, riots, acts of public enemies,

public disturbance, prohibition or act by a government or public authority, strikes, disease, epidemic (including SARS, bird flu, H1N1) or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as force majeure in general international commercial practice.

On the part of the organizer non-issuance of the license for the exhibition or non-availability of the exhibition venue shall be deemed as force majeure unless such event is solely attributable to the organizer.

In case of a force majeure event, the affected obligations of one party hereunder shall be suspended during the period delayed by such event and shall be automatically extended by a period equaling to such suspension, and such party shall not be liable to the other party for any fine or liability in connection of any damage caused by such suspension.

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

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

16 Reservation of rights

The organizer has the right to postpone, curtail, extend, temporarily close, partially or completely, or cancel the trade fair, should it be necessary, for reasons beyond their control, and taking into consideration the interests of the exhibitors in so doing.

In such justifiable, exceptional circumstances, as in all cases of force majeure, exhibitors shall not be entitled to rescind their contract, claim damages nor reduce the participation charges. If the event does not take place for the afore-mentioned reasons, exhibitors may be charged up to 35% of the participation charges to cover general costs. A larger amount may be demanded from individual exhibitors if they have given instructions for extra work to be carried out on their behalf.

If Messe Düsseldorf (Shanghai) Co., Ltd is responsible for the cancellation of the event, no participation charges will be payable. The organizer will entertain no claim for damages.

17 Final provisions

In submitting the application form, the exhibitor agrees to be bound by these conditions of participation. Any other agreements, individual permits or arrangements shall require written confirmation by the organizer.

The Chinese and English version of these conditions of participation shall be equally valid and binding.

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

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

The organizer reserves the right to interpret, alter and amend these conditions and to issue additional rules and regulations at any time they consider necessary for the orderly operation of the exhibition. All interpretations of these conditions and any additional rules and regulations by the organizer shall be final.

If the exhibitor does not raise any written request to the organizer within six months after end of the exhibition period, the organizer shall be deemed to have completely performed its contractual and legal obligations as organizer of the exhibition, unless the relevant actions of the organizer damage the lawful rights and interests of the exhibitor and, objectively, the exhibitor is unable to reasonably discover or notice the above actions of the organizers within the above time limit.

The exhibitors shall bear all costs and expenses (including all the Legal costs) incurred by the organizer in the recovery of any payment payable to it by the exhibitor or in the implementation of any term of these conditions.

The exhibitor must strictly observe the stipulations on time of

payment to the organizer under these conditions.

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

18 Government ruling

The exhibitor shall have no claim against the organiser should national or state government authorities, acting independently or under the auspices of an international authority (e.g. the United Nations), ban, restrict or refuse participation at the Exhibition by the Exhibitor or the display or promotion of any of its products or services.

19 Governing law and jurisdiction

These terms and conditions and the space application between the implementation company and the exhibitor shall be governed by the laws of China, and the parties submit to the non-exclusive jurisdiction of the courts of China.

The terms and conditions of participation, the space application and the admission documents are legally binding.

Name Legally binding and company stamp date

For Messe Düsseldorf (Shanghai) Co., Ltd use only:
The above Space Application/Contract is hereby accepted for and on behalf of Messe Düsseldorf (Shanghai) Co. Ltd.



Name Legally binding and company stamp date