



17 – 19 July 2019 // Shanghai New International Expo Center (SNIEC)

Please return to
 NürnbergMesse GmbH
 Mr. Mario Bethge
 Messezentrum
 90471 Nürnberg, Germany
Fax: +49(0)911.86 06- 12 86 23
 diecasting@nuernbergmesse.de

Date for returning: June 14th, 2019

Save the early bird discount of 10 % until February 28th, 2019

Company name of direct exhibitor _____

Person to contact _____

Proprietor / Manager _____

Tel. _____ Fax _____

Street _____

E-Mail _____

Postcode, town, country _____

Correspondence address (only if different) _____

Tel. (company) _____ Fax (company) _____

E-Mail (company) _____

Invoice address / Authorized recipient (only if different) _____

Internet _____

PLEASE TICK THE STAND PACKAGE YOU WOULD LIKE TO BOOK. ALSO PLEASE LET US KNOW ABOUT CO-EXHIBITORS YOU WOULD LIKE TO REGISTER.

- 12 sqm Package EUR 4.740,00*
- 16 sqm Package EUR 6.320,00*

We would like to sign the following company as our CO-EXHIBITOR:

Co-Exhibitor Fee EUR 400,00*
[It includes the overall marketing of the Pavilion]

Company _____

Contact Person _____

Street _____

Postcode, town, country _____

Tel. _____

E-Mail _____

Internet _____

- TV screen 42'
- Free Wi-Fi
- Sign up and general exhibitor services, including basic promotion on website, catalogue, etc.
- Catering, drinks and snacks during the runtime of the pavilion.
- Two sharing interpreters (English-Chinese) during the runtime in Share Zone
- Invitation to Exhibitor Night and After Party (limited entry; 2 Pax per company)
- E-invitation for customers
- Invitation letter for visa



*Subject to change without notice

Note

Please read carefully and finish this Application Form. The form comes into effect once it is signed and stamped, and constitutes Participation Contract together with Exhibition Confirmation Letter issued by the organizer later.

Payment term

1. Please make payment before the date specified in Exhibition Confirmation Letter issued by the organizer.
2. The organizer has the right to redistribute reserved booth and assumes no liability for contract breach if the exhibitor fails to make corresponding payment for exhibition before deadline specified by the contract or provide a written statement to apply deferred payment.
- 3.* Please note that the invoice is issued by NürnbergMesse China and therefore currency RMB. The final amount may vary due to exchange rate fluctuations.

PARTICIPATION INCLUDES:

- Stand space according to the booked package
- Registration fee
- Fully equipped stand consisting of stand construction, furniture according to the stand size, decoration and electricity
- Exhibitor's logo on the stand construction
- Lighting box fascia board
- Printing graphic on booth wall

Place and Date _____

Company stamp & authorized signature _____



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part of

THE LEADING DIE CASTING SHOWS

OPTIONAL SERVICES**:

- Storage room:
 - 1m x 1m or 1m x 2m
- Accommodation:

Contracted hotel: **Jumeirah Himalayas Hotel 5***, Shanghai;
EUR 150,00* per night.

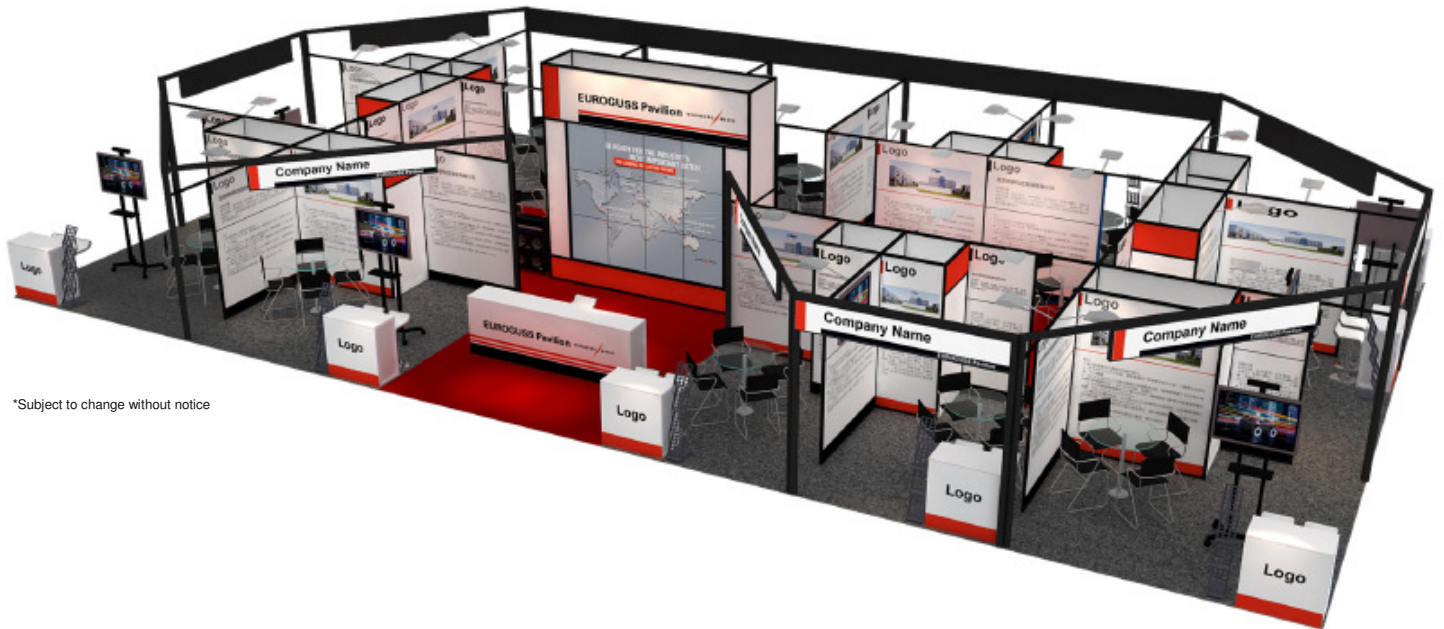
 - Yes, I am interested. No, thank you.
- Bilingual stand receptionist (English - Chinese), EUR 195,00* per day (9am-5pm)
 - Yes, I am interested. No, thank you.
- Additional marketing services:
 - Yes, I am interested. No, thank you.

**Please consider that this information is not binding. NürnbergMesse China will contact you for further details.

Your contact for further questions:

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*Subject to change without notice

 **EUROGUSS Pavilion**

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 **CHINA DIECASTING**

part of

THE LEADING DIE CASTING SHOWS

Place and Date _____

Authorized signature _____

In case of disagreement, the Special Conditions for Participation in Fairs and Exhibitions shall have priority over the GCP

1. Application

In order to take part at the exhibition, an applicant must fill out the official printed application form, provided by NürnbergMesse China Co., Ltd. (hereinafter referred to as "NMC"), complete it accurately, sign it in legally effective manner and return it to NMC. The applicant thereby accepts the GCP and SCP as binding. In addition the specific on-site regulations related to the trade show and venue - stipulated in the exhibitor manual - become also integral part of the contract. The application constitutes just a contractual offer to NMC and cannot be endorsed with conditions and restrictions, particularly with respect to desired stand positions, which do not represent a condition for participation.

2. Admission / Stand space confirmation

The contract comes into force with the written admission by NMC. This is mechanically printed and signed and valid without written signature. The admission of applicants and listed exhibits is in any case at the sole discretion of NMC, especially, but not limited to, in accordance with the GCP and SCP and with the theme, aim and purpose of the event or exhibition. NMC may exclude such applicants from admission that haven't fulfilled their financial obligations towards NMC regarding previous events.

In the event of significant divergence between the content of the admission and the content of the application, the contract comes into force in accordance with the content of the admission, if the applicant does not object in writing within two (2) weeks of receipt. Applicants don't have a legal claim to admission, except that legal provisions provides for such a claim.

For materially justifiable reasons, especially, but not limited to, in the event of non-availability of sufficient stand space, NMC may exclude individual applicants or suppliers from participation and/or restrict the event to specific groups of applicants or suppliers if deemed necessary for attaining the aim and purpose of the event. NMC may also restrict the listed exhibits and effect alterations to the stand space requested by the applicant. Admission applies only to the listed exhibits, the exhibitors that are specified in the application and to the space stated therein. Other items than those listed and admitted cannot be exhibited. An exhibitor who has previously failed to settle his financial obligations to the NMC or settle them punctually may be excluded from admission.

3. Allotment of space

Allotment of space will be made in accordance with the theme and arrangement of the fair or exhibition concerned and subject to the space available. Sitting requests made in the application form will be considered as far as possible. Order of receipt of applications will not be the sole deciding factor for allotment of space. NMC is entitled, if necessary, to alter the size, shape and position of the allotted space. NMC will notify applicants about the necessity for such alteration immediately and, if possible, offer a comparable space elsewhere in the exhibition. In case this entails an alteration in the stand rental, reimbursement or additional payment shall result correspondingly. Applicants may withdraw their application within one week of receipt of such notification; regarding this neither party may claim any compensation. Any alterations of the location of other stands at the beginning of the fair or exhibition since the admission do not constitute a legal claim of the applicants. Those may not exchange the allotted space among with another or transfer it to a third party, even if only in part, without the prior written consent of NMC.

4. Joint exhibitors

Stand spaces are hired only as complete spaces and only to one contractual partner. Exceptions in individual cases are subject to the sole discretion of NMC. In the event several applicants wish to share a stand space, they must name a representative in their application form who is authorized to act on their behalf in negotiations with NMC.

5. Co-exhibitors

The use of the stand space by another company with its own products and personnel (hereinafter referred to as „co-exhibitor“) requires a separate application and admission by NMC. Admission of one or more co-exhibitors is subject to a special fee and the prior written consent of NMC. Responsibility for ensuring, that co-exhibitors fulfill the same terms and conditions as the principal exhibitor shall rest with the principal exhibitor.

6. Stand rental fee, lien

Stand rental fees/participation fees and terms of payment are set out in the SCP and the application form. The allotted space may be occupied after full payment in due time. Complaints about the invoice can only be considered if they are submitted within 14 days of invoicing. NMC is entitled to exercise its right of lien and sell any distrained property on the open market after written notice of intention. No liability will be accepted for damage to seized items unless deliberate or caused by gross negligence.

7. Withdrawal of application, cancellation of part of stand space

In case the applicant withdraws his application, cancels part of the stand space or does not participate in the event, NMC is entitled to use

the hired stand space or the cancelled part of the space for other purposes and relet to third parties. The applicant shall remain obliged to pay the following cancellation fees based on the value of the ordered stand rental fee as set out in clause 6. as a flat-rate compensation for expenses incurred by NMC on cancellation or partial cancellation after admission has been confirmed:

- up to 90 days before the start of the event 50% of the stand rental fee
- up to 30 days before the start of the event 80% of the stand rental fee and
- less than 30 days before the start of the event the full amount of the stand rental fee.

This shall not apply if the applicant withdraw his application or cancel part of the stand space because of mandatory law. In case the applicant does not participate in the event because of absence and the rented stand space can not relet to third parties, the applicant is obliged to pay the full amount of the stand rental fee as set out in clause 6. NMC reserves the right in any case to claim further damages. The withdraw from the contract and/or the cancellation of part of the stand space by the applicant becomes effective with NMC's receipt of the written notice.

8. Cancellation of admission

NMC may cancel confirmation of admission and relet the space elsewhere in the following cases:

- The stand is obviously not occupied by the applicant in good time, i.e. at least 24 hours before the official opening of the event.
- The applicant fails to pay the stand rental fee at the agreed time in accordance with clause 6. and a period of grace granted by NMC lapsed without result.
- An application to commence insolvency proceedings against the exhibitor's assets is lodged or rejected for lack of assets, or insolvency proceedings have already been commenced.
- The conditions for stand space confirmation are no longer fulfilled by the registered applicant or NMC receives knowledge of reasons which would have justified exclusion if they had been disclosed earlier.
- The applicant breaches NMC's site regulations.
- The admission is based on incorrect or incomplete statements by the applicant.

NMC reserves the right to assert claims for damages in such cases. The applicant has no entitlement to claim damages.

9. Cancellation of rental exhibition stands and other services

Once admission has been confirmed, the applicant must pay charges if he withdraws from the contract regarding rental exhibition stand and/or other services ordered by the applicant or does not exhibit. NMC also reserves the right to assert claims for damages. If the applicant cancels the order for rental exhibition stands and/or other services, the following cancellation fee is payable based on the value of the order.

- 90 days to 15 days before the start of the event 25%
- 14 days to 1 day before start of assembly (see SCP) of the event 80%
- the full amount is payable upon the start of the assembly period.

The applicant retains the right to prove that the requested compensation for costs incurred is too high or that NMC has sustained no loss. The withdraw from the contract by the applicant becomes effective with NMC's receipt of the written notice.

10. Exclusion of exhibits

Items not included in the admission document cannot be exhibited. NMC has the right to demand to remove exhibits that are not approved in the admission document and also such exhibits, that or prove to be dangerous, a cause of annoyance or otherwise unsuitable, or which can be proved to be a violation of industrial property rights. In case the applicant does not comply with such demand, the said items may be removed by NMC at the expense of the applicant. In case a violation of industrial property rights by an applicant is proved (e.g. based on a valid court ruling against the applicant), NMC may exclude the applicant from participating in subsequent events.

11. Stand assembly, equipment and design

Stands must conform to the overall layout of the exhibition. NMC reserves the right to forbid the erection of stands which are in this respect unsuitable or inadequate or to alter them at the applicant's expense. Stands must be properly equipped and manned by qualified personnel at the specified times for the entire duration of the event. Stand fitting must be completed at the latest by the end of the period allowed for stand assembly and stands cleared of any packing materials. Removal of exhibits or dismantling of stands before the end of the event is not permitted. Names and addresses of applicants must be clearly displayed on the stands. In case of discrepancies, the SCP prevail over the General Conditions for Participation. The prior approval of NMC is needed if stand constructions exceed the specified height limits for stands. Prior consent is also needed for particularly heavy exhibits. Fixing to the hall floor is not permitted. After the official closing of the event, basic items, insofar as these have been provided by NMC, must

be returned undamaged and in their original condition. Damage caused through negligence or not immediately notified at the time of occurrence must be indemnified by the applicant. Exhibits which still remain on the stands after the end of the period allowed for dismantling may be removed and stored at the applicant's own expense.

12. Force majeure, cancellation of event

In case NMC is prevented from holding the event for reasons of force majeure or other circumstances beyond its control, a immediately notification of the applicants is required by NMC. Basically the claim to stand rental is voided, but NMC may charge the applicant for work carried out to his order to the extent of the costs incurred, insofar as the result of such work may still be of interest to the applicant. Should NMC be in a position to carry out the event at a later date, it is likewise required to notify the applicants to this effect without delay. Applicants are entitled to cancel their participation in the event at the new time within two weeks of receiving such notification, in which case they are entitled to refund or cancellation of the stand rental. In case NMC is compelled to curtail or cancel an event for reasons of force majeure or other circumstances beyond its control after it has commenced, the applicant has no claim to any refund or cancellation of the stand rental.

13. Assembly and dismantling passes, exhibitor passes

Passes for exhibitors and workmen employed during the period of stand construction and dismantling will be issued to the applicant, if applicable. The validity of these passes is limited solely to the assembly and dismantling periods and does not cover admission during the event. A limited number of free exhibitor passes will be issued to applicants and their employees for the period of the event. These passes will be made out in the name of the persons concerned and must be signed. They are not transferable and only valid in conjunction with an identity card. Misuse of the passes will lead to their being withdrawn. The number of passes issued is not increased by the inclusion of co-exhibitors. Additional passes are obtainable against payment.

14. Advertising

Advertising of all kinds is allowed only within the stand space rented by the applicant for his own firm and only for products and/or services produced or distributed by him, insofar as these have been listed in the admission document. The use of apparatus and equipment to achieve an increased advertising effect by optical and/or acoustic means requires the prior written consent of NMC. Advertising outside the stand space rented by the applicant is only possible as part of the advertising and sponsoring measures offered by NMC. Advertising of a political nature is forbidden. NMC shall be entitled to prohibit and remove advertising that does not comply with this clause at the expense of the applicant.

15. Photographs, drawings, films

NMC may have photographs, drawings and films made of the exhibition, exhibits and exhibition constructions and stands, each for use in advertisement, publicity and press releases or purposes. The right of the applicant to object is excluded for any reason. This also applies to photographs produced directly by the press or television with the consent of NMC. For photographs of stands against payment, applicants shall solely employ photographers with relevant permission authorized by NMC. Only these service contractors may be commissioned before or after the official daily opening hours. Other service contractors are not admitted during these hours. Applicants are not permitted to produce photographs, drawings and films of the stands and exhibits of other exhibitors.

16. Direct selling

Direct selling is not allowed unless expressly permitted by the exhibitor manual, in which case objects for sale must be marked clearly with their prices. Applicants are responsible for ensuring that they obtain the necessary permits from the relevant trade and health authorities and comply with regulations.

17. Cleaning

NMC is responsible for general cleaning of the grounds and hall passages. Stand cleaning is the responsibility of applicants and must be completed daily before the opening of the event. Applicants have to use the service contractor engaged by NMC for stand cleaning.

18. Supervision

NMC will arrange general supervision in the exhibition center. This shall not affect the liability provisions of clause 19. Applicants are strongly recommended to make their own arrangements for the security of their stands and exhibition items and to effect appropriate insurance cover. Valuable items which can be easily removed should be locked away out of the opening hours. Additional stand supervision is available at the applicant's own expense by using the service contractor engaged by NMC.

19. Liability, insurance, accident prevention

The applicant is also solely responsible and liable for compliance with the GCP and Special Conditions for Participation in Fairs and

Exhibitions (hereinafter referred to as "SCP") of assistants or persons employed by him at the event. NMC bears unlimited liability only in cases of intent or gross negligence and for damages due to loss of life, bodily injury or damage to health. In all other cases NMC shall be liable only

- in the event of a breach of cardinal obligations. Cardinal obligations are obligations of fundamental importance for the proper execution of the contract and which the applicant can expect to be regularly fulfilled;
- if NMC is legally obliged to take out liability insurance cover or this is usually the case;
- if NMC has claimed a special degree of trust or occupies a qualified position of trust.

In these cases, however, NMC is only liable for typical foreseeable damage (hence not usually liable for consequential damage) and then only up to a limit of EUR 100.000,00 for each case of damage. The liability limitation applies only to an entrepreneur in terms of § 14 of the German Civil Code, juristic persons under public law and special public assets. Moreover, liability due to slight or ordinary negligence is excluded. This liability limitation also applies to the conduct of NMC's performing and vicarious agents.

The principal exhibitor is liable for any debts and negligence of his co-exhibitors and their employees or assistants as well as for his own debts and negligence and those of his employees or assistants. Referring to this both, the principal exhibitor and the co-exhibitor, shall be jointly and severally liable debtors of NMC.

The principal exhibitor/co-exhibitor or joint exhibitor is liable for any damage to persons or objects caused culpably by himself, his employees, his representatives or his exhibits and equipment. The applicant is obliged to fit the exhibited machinery and equipment with safety devices complying with the accident prevention rules of the appropriate professional associations. NMC is entitled to prohibit the exhibition or operation of machinery and/or equipment at its discretion.

20. Protection of industrial property rights

Protection of copyright or other patent rights of exhibits is the responsibility of the applicant. A six-months period of protection from the beginning of an exhibition by reason of the law relating to the protection of inventions, samples and trade marks of 18 March 1904 (RGBl. page 141) only takes effect if the Federal Minister of Justice has published a relevant announcement in the Bundesgesetzblatt (Federal Law Gazette) for the event concerned (see Special Conditions for Participation, Exhibition priority).

21. Site regulations, contraventions

Applicants agree to accept the site regulations during the event in all parts of the exhibition center. The instructions of NMC's employees, who possess official identity cards, must be complied with. Contraventions of the General and Special Conditions for Participation or instructions within the framework of the site regulations shall entitle NMC, if such contraventions continue after warning, to immediate closure of the stand at the applicant's own risk and expense and without claim to compensation.

22. Place of fulfilment and jurisdiction

The place of fulfilment is Nuremberg, Germany. The same applies to the place of jurisdiction when the applicant is an entrepreneur in terms of § 14 of the German Civil Code or a juristic person under public law or does not have a general inland place of jurisdiction. NMC is also entitled to take legal proceedings against the applicant at the applicant's general place of jurisdiction.

23. Data protection

Personal data are collected, processed and used by NMC and, if applicable, by service partners in accordance with the provisions of the German Federal Data Protection Act and other relevant data protection regulations for the purpose of providing support and information for customers and potential customers and for handling the services offered.

24. Consent to the use of data

The exhibitor consents to the storage, processing and use of his data transferred with the application form (company name, address, telephone/fax number and e-mail address) by NMC and, if applicable, by service partners for events and information purposes (advertising). This consent may be cancelled by notifying NMC at any time without incurring additional costs other than the usual transmission costs at the basic rates.

25. Severability clause

If any provisions of these Conditions for Participation are partially void or incomplete, this shall not affect the validity of the remaining provisions and the contract. In such cases, the parties agree to replace the void or missing provision by a provision that most closely relates to the business purpose intended by the parties.

As of: Sept. 2015