



**Conference & Exhibition**  
 15-17 May, 2019  
 Shanghai World Expo  
 Exhibition & Convention Center

Please return to:  
 NürnbergMesse China Co., Ltd.  
 Rm. 3508-3510 Kerry Everbright City (Tower 1),  
 No. 218 West Tianmu Rd. Shanghai, P.R. China  
 Tel: +86(0)21.52 28 40 11  
 E-mail: kathrin.kinne@nm-china.com.cn

**1. Exhibitor details**

Company name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Country / City \_\_\_\_\_  
 Zip-Code \_\_\_\_\_  
 Managing director \_\_\_\_\_  
 Contact person \_\_\_\_\_  
 Position \_\_\_\_\_  
 Tel \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Mobile \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Company website \_\_\_\_\_

**2. Different address for invoices (if applies)**

Company name \_\_\_\_\_  
 Contact person \_\_\_\_\_  
 Address \_\_\_\_\_  
 Country / City \_\_\_\_\_  
 Zip-Code \_\_\_\_\_  
 Tel \_\_\_\_\_

Please submit by applying a copy of your

- Business license
- and**
- Hygienic license or
- Business certification

**3. Firm booking (Please write down the specific booth quantity in the box)**

\* includes 6% Chinese business tax

Package type	Price
<p><b>Craft Beer Community ( 8 sqm )</b>                      High-quality bar-style booth construction, carpet, 4 bar chairs, 2 facial boards, 1 storage room (2mx1m), 1 trash can, 2 spotlights</p>	<p>We order _____ package*  <b>¥8,000/ package</b></p>
	<p>*One bar will be shared with another exhibitor                      Bookings up to 2 packages are possible</p>

**4. Beer brewery**

- 1.1 Craft beer brand owner/Craft beer brewer
- 1.2 Home-brewer
- 1.3 Craft beer distributor
- 1.4 Import/Export

**5. Exhibitor agreement**

To all the exhibits on display, we either own the intellectual property rights, or have the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, we will remove the infringed exhibits from display immediately, cooperate with the organizer and related legal agency on investigation and will not use this reason.

Signature / Company Stamp \_\_\_\_\_ Date \_\_\_\_\_

By registering for the event, the applicant / exhibitor accepts in all respects in a legally binding manner the following Specific Conditions for Participation in CBCE 2019 Exhibition (Part A) as well as the General Conditions for Participation in Society of NürnbergMesse China Co., Ltd. and The Beer Link events on the exhibition grounds of Shanghai World Expo Exhibition & Convention Center (Part B). They form the legal basis for the exhibitor's participation in the event.

#### **Part A: Specific Conditions for Participation in CBCE 2019 Exhibition**

##### **Definitions**

Event: CRAFT BEER CHINA Conference & Exhibition

Organizer: NürnbergMesse China Co., Ltd.  
The Beer Link

Date: 15-17 May, 2019

Venue: Shanghai World Expo Exhibition & Convention Center

Exhibitor: Every corporation, legal entity or other organization to which a display space has been rented at the event.

Applicant: Every corporation, legal entity or other organization that, by using the registration forms and by accepting the Conditions for Participation for the event, has applied to participate in the event as an exhibitor.

##### **Prerequisites for admission**

The event is open in the first instance to manufacturing firms, but the organizer is also entitled to admit distributors and importers to the People's Republic of China as exhibitors or co-exhibitors.

Only companies whose exhibits fall within the tradeshow's official product index are eligible to participate.

Products that fall outside the scope of the official product index may not be exhibited, unless they are required to display or operate an eligible display item. The organizer is entitled to remove from the stand any exhibits that are not listed in the product index.

##### **Fees for participation and payment deadlines**

###### **I. Fees for participation**

**Craft Beer Community ¥7,000 / package**

Bookings up to 2 packages are possible.

###### **II. Business tax**

All fees listed include Chinese statutory business tax.

###### **III. Payment deadlines, default of payment**

1 After organizer issuing the stand confirmation according to the application form, the exhibitor must pay a sum within 7 days amounting to 50% of the participation fee for the reserved exhibition area (advance rent). Payment of the advance rent is a precondition for further processing of the application for participation.

1 Payment is to be made to the account shown on the invoice by March 31, 2019. The advance rent received will be deducted from the participation fee. If a payment is not received by the stipulated due date, default of payment shall take effect automatically. If the stand confirmation is issued after the specified date of default, payment is due either by the deadline stated on the stand confirmation or else seven (7) days after the date of the stand confirmation.

2 If there is a default in payment, the organizer reserves the right to charge default interest from the due date at an interest rate of 5‰ per day. Irrespective of charging default interest, the organizer reserves the right to terminate the stand rental contract as per clause 9, paragraph 5 of the General Conditions for Participation (part B).

###### **Construction and dismantling periods**

Construction: 13-14, May, 2019

Dismantling: 17 May, 2019

The organizer is entitled to remove, at the exhibitor's expense, any objects not removed within the dismantling period. The organizer is not obliged to store these objects.

###### **Part B: General Conditions for Participation in events of NürnbergMesse China Co., Ltd. and The Beer Link.**

###### **1. General**

The following General Conditions for Participation in events at the exhibition grounds of Shanghai World Expo Exhibition & Convention Center apply to the

Signature / Company Stamp \_\_\_\_\_ Date \_\_\_\_\_

rental of display space to exhibitors at trade fairs and other events that NürnbergMesse China Co., Ltd. and/or a firm commissioned by it to organize the event or a cooperating firm (hereafter called respectively or collectively organizer) organizes at Shanghai World Expo Exhibition & Convention Center site. They complement the Specific Terms for participation in the event (Part A), which the exhibitor has also accepted by registering.

## 2. Concluding the contract

Companies apply to participate in the trade fair and to rent display space by submitting the completed registration form, signed in a legally binding manner.

The contract between the exhibitor and the organizer concerning legally binding participation in the event and the rental of display space takes effect when the exhibitor receives written stand confirmation from organizer of the allocation of display space at the event. If the contents of the stand confirmation and the application differ, the contract shall be concluded on the basis of the stand confirmation unless the exhibitor objects in writing and this objection is delivered to the organizer no later than 7 days after the date of stand confirmation. If the contract an exhibitor's objection leads to non-conclusion of the contract, the organizer will refund the advance rent paid by the exhibitor.

## 3. Allocation of display space

the organizer is responsible for allocating display space. The exhibitor shall not be entitled to allocation of any particular space, nor for allocation of space in any particular area of the trade show.

In case of special circumstances, the organizer reserves the right to uphold substantial interests of it own by subsequently relocating the exhibitor's stand to a space other than the confirmed space, altering the size of the space, moving or closing entrances or exits to the exhibition grounds or the halls, and making any other changes deemed necessary.

## 4. Stand construction and stand design

Stand construction, design and safety are the responsibility of the exhibitor, who is obliged to ensure that everything is carried out in accordance with all

applicable regulations and statutory guidelines as well as Shanghai Automobile Exhibition Center's Technical Guidelines, which form a constituent part of these Conditions for Participation.

If presentations are to be held at stands, measures must be taken to ensure that they do not cause any visual or acoustic disturbance of neighboring stands. Moreover, neither common aisles nor floor areas of neighboring stands may be obstructed in any way whatsoever. Sound emissions from the stand must not exceed 70 dB (A) at the presenting stand's boundaries. In case of infringement, the organizer is entitled at its own discretion to prohibit the presentation causing annoyance or obstruction, and in case of repeated infringement to terminate the stand rental contract with immediate effect.

Stands must be staffed during opening hours and be filled with exhibits. Only brand new products may be exhibited, unless they are items that are used solely as fittings or for illustrative purposes. Exhibits other than those registered are not permitted.

The organizer is entitled to have exhibits removed from the stand if their display violates principles of competition law or relevant legal regulations or is prohibited on any other grounds.

Surveys and promotional activity on the part of the exhibitor are permitted only at its own stand.

## 5. Co-exhibitors

Use of display space by multiple firms is only permitted if the registration documents for the event expressly authorize the admission of co-exhibitors. Use of the display space by a further firm requires a special application on the part of the exhibitor in accordance with the attached registration forms, and acceptance is contingent upon the organizer's written approval.

A certain amount of payment is the precondition of we acceptance of co-exhibitors (¥1500 per co-exhibiting company). Further, these Conditions for Participation apply also to co-exhibitors insofar as they are relevant; the exhibitor must make its co-exhibitors aware of these Conditions for Participation and the terms complementing them and is legally responsible to the

organizer for co-exhibitors' compliance with them.

If the co-exhibitor has not been registered, incompletely registered or untruly registered by the exhibitors, the organizer has the right to refuse the unregistered co-exhibitor to attend the exhibition; even if the co-exhibitor is agreed to attend the exhibition, the organizer has the right to evaluate the exhibition fees accordingly.

#### 6. Terms of payment

Exhibitors need to adhere to the payment deadlines listed in the Specific Conditions for Participation (Part A) under clause III. Full advance payment of the invoice amounts is a precondition for using the allocated display space, for inclusion in the catalogue and for exhibitor passes.

Exhibitors are required to pay all invoice amounts to the Chinese agents of the organizer. All payments must be transferred in full and without deduction of any bank charges or other fees to one of the accounts stated on the invoice. If payment is not made within the period stipulated, the organizer or its Chinese agent is entitled to charge default interest. In the case of default in payment by the exhibitor, the organizer may terminate the latter's stand rental contract. Furthermore, the organizer can retain the exhibits and the stand fittings, and auction or sell them privately at the exhibitor's expense.

Exhibitors can make a special application on a separate form for the participation fee and the fees for services to be invoiced to a third party. The application has effect only if it is signed in a legally binding manner by the exhibitor and the third party concerned and reaches the organizer at the latest by the deadline stated on the form.

#### 7. Reservations

The organizer is entitled to postpone, curtail, temporarily close wholly or in part or cancel the event for a substantial reason (e.g. labor dispute, force majeure, inadequate turnout). In the case of complete or partial postponement or curtailing, the contract is considered to apply to the altered period, unless the exhibitor objects in writing within a period of 7 days

after being advised of the alteration. Discounts on any agreed fees and reimbursement of any expenses incurred by the exhibitor in reliance on the event running as at first anticipated are hereby expressly excluded.

#### 8. Exclusion of liability

The organizer accepts no responsibility for the exhibits and stand fittings and excludes on behalf of its employees and other representatives all liability for damage to them, except in the case of malicious intent or gross negligence. This exclusion of liability also applies if the stand fittings or the display merchandise are put in safekeeping by the organizer in exercise of its landlord's lien. The exclusion of liability is not impaired by the security measures in place at the exhibition grounds.

The organizer recommends that the exhibitor arrange transport and display insurance.

#### 9. Premature termination of the rental contract

If after binding registration or after a contract has been concluded, the organizer agrees to a complete or partial withdrawal, the exhibitor must nevertheless pay the full participation fee.

Only if the participation contract is suspended before the payment deadline as specified under part A, point III, clause 2 will the indemnification amount to be paid by the exhibitor be lowered to 50% of the participation fee. After the payment deadline, the indemnification fee amounts to 100% of the participation fee.

The organizer is entitled to balance any advance payments previously made by the exhibitor against the indemnification amount due.

If the exhibitor can provide proof that the damages actually incurred by the organizer are of smaller magnitude, then the exhibitor shall only be obliged to pay a correspondingly lower amount.

The organizer reserves the authority to withdraw from the contract or terminate the contract with immediate effect and take exhibitor's down payment as penalty if the exhibitor does not fulfill its obligations – in particular payment obligations that arise out of this contract, the Conditions for Participation or the terms



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complementing them – after extension of the deadline. This also applies if the exhibitor does not meet, or no longer meets, prerequisites for concluding the contract, particularly if the exhibitor has not been legally registered, attending the show with other company name, transferring booth without the organizer’s permission, displaying exhibits not in accordance with the exhibits category.

The same applies in the event that the exhibitor ceases payment, or an application is made for a judicial insolvency procedure in respect of the exhibitor’s assets, or if the exhibitor’s firm is in liquidation. If the organizer becomes aware of the facts leading to its cancellation or termination of contract no later than two (2) months before the opening day of the fair, and if it succeeds in renting the exhibitor’s space to another company, then the organizer is entitled to claim compensation amounting to 50% of the participation fee. If the conclusive facts become known to the organizer only after this deadline, or if the organizer is unable to rent the stand space to another company, the exhibitor is obliged to pay the full participation fee.

**10. Intellectual property rights**

To all the exhibits on display, the exhibitors either own the intellectual property rights, or have the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, the exhibitor will remove the infringed exhibits from display immediately, cooperate with the organizer and related legal agency on investigation and will not use this reason to request back any participation fee.

**11. Lapsing of exhibitor claims, requirement for the written form**

All claims of the exhibitor against the organizer are to be made in writing. Any claims lapse within 6 months, beginning from the last day of the fair. Agreements that depart from these terms or the terms complementing them must be in writing; facsimile signatures suffice.

**12. Applicable law, place of jurisdiction**

**a) Non-Chinese exhibitors**

This contract is subject to the law of the Federal

Republic of Germany if it is made with non-Chinese exhibitors (see Conditions for Participation Part A for the definition). The English version of the contract is definitive.

The place of jurisdiction is Nurnberg, Germany. However the organizer reserves the right to bring its claims at the court of the place in which the exhibitor is domiciled.

**b) Chinese exhibitors**

This contract is subject to the law of the People’s Republic of China, if it is made with Chinese exhibitors (see Conditions for Participation Part A for the definition).

In this case, all claims against the exhibitor, both judicial and extra-judicial, which arise on the basis of this agreement can be brought by the organizer’s Chinese agent or by the organizer itself.

The place of jurisdiction is Shanghai, People’s Republic of China. The organizer’s Chinese agent and the organizer itself reserve the right to bring claims in another authorized place of jurisdiction within the People’s Republic of China.

Signature: \_\_\_\_\_

Company Stamp: \_\_\_\_\_