

CI	HINA INTER	RNATIONAL RE SHOW
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7. - 9.11.2022

# **Application**

Name of Main Exhibitor:

Client number (to be filled out by organizer)

Address: Name of Compan	v: (Engli	sh)	
rame or compan	y. (Liigii	311)	
Name of Compan	y: (Chine	ese)	
Address: (English)			
Street Name:			
House Number: Additional info			
(e.g., building, flooi	r, room):		
Address: (Chinese	e)		
Street Name:			
House Number:			
(e.g., building, floor	r, room):		
Postcode, Town:			
State, Country:			
Tel.:	+	/	/
Fax:	+	/	/
E-Mail:			
Website:			
Owner/Managing	g Directo	or:	
(please give first ar			
Mr. Ms			
Contact person (	exhibito	or) for th	ne event is:
Mr. Ms		•	
Job Title:			
Tel.:		,	/
	+	/	
		,	
Fax:	+		/
		/	/

Plea	r Main Exhibitor ase send in along with the completed of products (Forms 1.30/1.31)!
Dea	adline: 16 September 2022
2	Stand request
2.1	Space Requirement (please tick appropriate box):
	Space Only (min. 18 sqm)  Standard Shell Scheme Package (min. 9 sqm)  Premium Shell Scheme Package (min. 18 sqm)  EUR 230 / sqm  EUR 285 / sqm
	See included services in 1.10 Shell Scheme Specifications  5% Early Bird discount will apply for applications signed before 15 January 2022.  More than 54 sqm can get additional 5% discount.  Size Requested: sqm
2.2	Advertisements & Packages
	Logo in Catalogue Alphabetical List of Exhibitors EUR 65  Catalogue Ad (1 page, full colour) EUR 580
3	Exhibits
	Please fill in the list of products (Forms 1.30/1.31) and enclose it to your registration form!  Please tick your products/services on the enclosed list of products.  PLEASE NOTE:  Payment terms & schedule:  If the application is received by the organizer, an invoice of the said amount will be issued and sent to you. This invoice is to be paid in full before commencement of the event according to the terms of payment as indicated on the invoice. If an exhibitor fails to pay according to the abovementioned terms and payment schedule, the organizer reserves the right to release without notice to the exhibitor the stand space reserved for exhibitor and any deposits paid are non-refundable.  Cancellation terms & schedule:  Refer to "Special conditions of participation at CIHS 2022"
	Data Protection Notice:  You can read our Data Protection Notice in the complete participation documents and at any time under  www.koelnmesse.com/data-protection-notice. We would like to stay in  touch with you in the future, in order to keep you appropriately informed of  events and similar services. That's why we would like to ask for your  consent to contact youvia electronic media.  ☐ I hereby permit and agree that Koelnmesse Co. Ltd., may pass on my  personal data to its parent company Koelnmesse GmbH and its subsidiaries  and commercial agents and may use the data entered on this form from the  aforementioned persons for sending me information by e-mail about  future similar trade fairs/events/ platforms organized in China and abroad.  A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as  well as further details about data protection, can be found in the complete  document containing the participation documents. It can also be accessed at  any time at <a href="https://www.koelnmesse.com/data-protection-notice.">www.koelnmesse.com/data-protection-notice.</a> I can withdraw  my consent at any time in the future (by sending an e-mail to  dataprivacy@koelnmesse.de)  By signing and returning the application form, we acknowledge that the
	Special Conditions of Participation as well as the stipulations of the Exhibitor Service Manual (in particular the technical regulations and the supplements contained in the order forms) are binding for our company.

Trading company

Service provider Association/institution Commercial representative

Others





## Shell Scheme Specifications

1.10

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## A) Standard Shell Scheme Package

Entitlements	*9 sqm
Carpet	As per stand space
System wall elements (2.5mH)	As per stand space on all closed sides
Fascia Board with Chinese & English Company Name and Booth Number	On all open sides
Lockable Info. Counter	1
Round Table	1
Leather Chair	3
Wastepaper Basket	1
Flat Shelf	3
Single phase socket (up to 500w)	1
100W Longarm Spotlight	3
Daily Booth Cleaning	Included in package

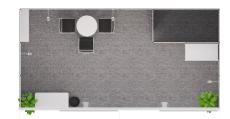




## B) Premium Shell Scheme

Entitlements	*18 sqm
Carpet	As per stand space
System wall elements (2.5mH)	As per stand space on all closed sides
Fascia with Stand Number, Company Name in Chinese & English and Logo	On all open sides
Lockable Info. Counter	1
Round Table	1
Leather Chair	3
Tall Showcase (1.0mx0.5mx2.5m)	1
Shelf Rack (for storage)	2
Potted Plant 1m Height	2
Wastepaper Basket	1
Flat Shelf	3
Single phase socket (up to 500w)	1
100W Longarm Spotlight	6
Storage room (2m x 1m)	1
Daily Booth Cleaning	Included in package





Booth facilities listed above are subject to change at the discretion of the organizers without prior notice. If exhibitors do not want any item in the booth package, they must accept that the cost of the package will not change and there will be no compensation by other equipment.

Additional furniture and electrical items can be rented from the official stand contractor. Please place your order by completing the respective forms in the Exhibitor Service Manual and returning these by the stipulated deadline.

\*The picture of Standard Shell Scheme or Premium Shell Scheme is for reference only. The organizer reserves the right to make changes without prior notice.



CHINA INTERNATIONAL HARDWARE SHOW
CI

7. - 9.11.2022

Enclosure to the Application for Main Exhibitor

Invoice address/ address for correspondence

Name of Main Exhibitor:

1.11

Client number (to be filled out by organizer)

1	Altorna	tivo in	voice a	ddrocc

If the **invoice** should be sent to an address other than the one given in Form 1.10, please enter it below:

Company Name:

(incl. legal form, such as "Limited", "Corporation" etc.)

Address:				
Street Name:				
House Number	er:			
Additional inf	0			
(e.g., building,	floor, room	):		
Postcode, To	wn:			
State, Count	ry:			
Tel.:	+	/	/	
Fax:	+	/	/	
E-Mail:				

Mr. Ms.				
Job Title:				
Tel.:	+	1	/	
Fax:	+	/	/	
Mobile phone:	+	/		
E-Mail:				

#### Note:

If the invoice recipient does not make payment, the registered company (main exhibitor) is liable for payment!

2	Alternative	correspond	lence a	ddress
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If **correspondence** should be sent to an address other than the one given in Form 1.10, please enter it below:

Company Name

(incl. legal form, such as "Limited", "Corporation" etc.)

Address:				
Street Name:				
House Numbe	er:			
Additional inf	0			
(e.g., building,	floor, room)	:		
Postcode, To State, Count				
Tel.:	+	/	/	•
	+	/	/	
Fax:	Т	,	· · · · · · · · · · · · · · · · · · ·	

Mr.	Ms.			
ob Title:				
Tel.:	+	/	/	
Fax:	+	/	/	
Mobile phone:	+	/		





CHINA INTERNATIONAL HARDWARE SHOW
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Name of Main Exhibitor:

Application for Co-exhibitors\*
Please send in along with the completed
list of products (form 1.30/1.31)!

1.20

Client number of the main exhibitor

We hereby register companies represented by us on our stand according to the Conditions of Participation

	Co-exhibitor						
.1	Address: Name of Compar	ոy։ (Enջ	glish)				
	Name of Company: (Chinese)						
	Address: (English	)					
	Street Name:						
	House Number: Additional info (e.g., building, floo	r, room	):				
	Address: (Chinese) Street Name:						
	House Number: Additional info (e.g., building, floor, room):						
	Postcode, Town:						
	State, Country:						
	Tel.:	+	/	/			
	Fax:	+	/	/			
	E-Mail:						
	Website:						
	Owner/Managing Director: (please give first and last name)  Mr. Ms.						
	Contact person (exhibitor) for the event is:						
	Mr. Ms	5.					
	Job Title:						
	Tel.:	+	/	/			
	Fax:	+	/	/			
	Mobile phone:	+	/				

If you wish to register more companies, please photocopy the blank form first.

1.2	The company is a/an: (please tick appropriate box):
	Manufacturer Trade media  Importer Wholesaler / distributor  Trading company Commercial representative  Service provider Others  Association/institution
1.3	The represented brand(s) is/are as follows:
T r	Please note: The application for a co-exhibitor is EUR 260, including a basic entry in our marketing materials, wherever relevant, according to the Special Conditions of Participation. The co-exhibitor is not permitted to re-locate exchange, share or in

## Data Protection Notice:

You can read our Data Protection Notice in the complete participation documents and at any time under

any other way make the stand space allocated to him completely or partially accessible to third parties, without the prior consent of the organizer. The acceptance of this application for co-exhibitor is subjected to the sole discretion of

www.koeinmesse.com/data-protection-notice. We would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. That's why we would like to ask for your consent to contact you via electronic modifier.

□ I hereby permit and agree that Koelnmesse Co. Ltd., may pass on my personal data to its parent company Koelnmesse GmbH and its subsidiaries and commercial agents and may use the data entered on this form from the aforementioned persons for sending me information by e-mail about future similar trade fairs/events/ platforms organized in China and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be found in the complete document containing the participation documents. It can also be accessed at any time at <a href="www.koelnmesse.com/data-protection-notice.">www.koelnmesse.com/data-protection-notice.</a> I can withdraw my consent at any time in the future (by sending an e-mail to <a href="data-protection-notice.">data-privacy@koelnmesse.de</a>)

By signing and returning the application form, we acknowledge that the Special Conditions of Participation as well as the stipulations of the Exhibitor Service Manual (in particular the technical regulations and the supplements contained in the order forms) are binding for our company.

E-Mail:



				<u> </u>	<u> </u>	
	Name of Main Exhibit	٥r٠				
	Name of Main Exhibit	01.				
-						

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7. - 9.11.2022

## **List of Products:**

Must be returned by

- Main exhibitor
- Co-exhibitor
- Additionally represented companies Please complete and return with application

1.30

Client number (to be filled out by organizer)

Name	Ot.	main	eyhi	bitor

(Please also fill in if co-exhibitor / additionally represented company is indicated)

Name of co-exhibitor / additionally represented company: (Please fill in a separate list of products for each co-exhibitor / additionally represented company)

(Please tick the appropriate box, multiple responses possible)					
We Would Like to Exhibit in The Following Main Product Categories:					
Tools	DIY and Building Hardware	Lock, Work Safety and Accessories	Processing Equipment		
☐ Hand Tools	☐Building Material & Components	□Locks & Keys	☐Metal Processing Equipment		
□Power Tools	□Fasteners	☐Security Equipment & Systems	☐Testing Equipment		
■ Machine Tools	□Nails, Wire & Mesh	☐Work Safety & Protection	☐ Surface Treatment Equipment		
☐Pneumatic Tools	☐Decorative Metalware		☐Pump & Valve		
☐Grinding Abrasives	☐Furniture Hardware				
■Welding Tools		☐Garden Tools	☐Others, please specify:		
☐Tool Accessories					
Our Target/Sales Markets are:					

The Americas

**□**USA

**□**Canada

■Mexico

■Brazil

**□**Colombia

☐Others Central America

□Others South America

Africa

☐South Africa

☐West Africa

☐East Africa

■North Africa

Oceania

□ Australia

■New Zealand

□Others Oceania

## **Global Opportunities**

Asia

□China

□Japan

□India

☐South East Asia

☐Middle East

We are interested in the following Koelnmesse trade fairs around the world. Please send us further information:

- $\square \mathsf{Germany}, \mathsf{Cologne} \mid \mathsf{EISENWARENMESSE}$
- ☐Germany, Cologne | Asia-Pacific Sourcing
- ☐Germany, Cologne | interzum
- ☐Germany, Cologne | The Tire Cologne
- $\hfill\Box \mbox{Germany, Cologne} \mid \mbox{Intermot}$
- ☐Germany, Cologne | spoga + gafa
- □Italy, Bergamo | International Hardware Fair Italy

Europe

□ Russia

**□**Turkey

**□**Germany

■Western Europe

☐Northern Europe

☐Southern Europe

☐Others Eastern Europe

- □Colombia, Bogotá | interzum bogotá
- ☐China, Guangzhou | interzum guangzhou

I hereby permit Koelnmesse GmbH, as well as its responsible subsidiary abroad and its commercial agents, to send me information by e-mail about future similar trade fairs/ events/platforms that are organized in Germany and abroad. A list of the subsidiaries and commercial agents of Koelnmesse GmbH, as well as further details about data protection, can be accessed at any time at www.koelnmesse.com/data-protection-notice. I can withdraw my consent at any time in the future (by sending an e-mail to datanrivacy@koelnmesse.de)



INTERNATIONAL DWARE SHOW	List of Products

Must be returned by - Main exhibitor

Name of Main Exhibitor:

- Co-exhibitor

- Additionally represented companies Please complete and return with application

Client number (to be filled out by organizer)

Name of main exhibitor: (Please also fill in if co-exhibitor / additionally represented company is indicated)

Name of co-exhibitor / additionally represented company: (Please fill in a separate list of products for each co-exhibitor / additionally represented company)

**List of products** (please tick appropriate box, support multi-choice)

Tools
□ 010010 Hand Tools
□ 010020 Power Tools
□ 010030 Machine Tools
□ 010050 Pneumatic Tools
□ 010060 Grinding Abrasives
□ 010070 Welding Tools
□ 010080 Tool Accessories

## **DIY and Building Hardware**

□ 020010 Building Materials & Components

☐ 020020 Fasteners

□ 020030 Nails, Wire & Mesh

□ 020070 Decorative Metalware

☐ 020080 Furniture Hardware

Lock,	Work	Safety	and	Access	ories

□ 030010 Locks & Keys

□ 030020 Security Equipment & Systems

□ 030040 Work Safety & Protection

## Others

**□** 040010 Media

☐ 040020 Services / Association

## **Processing Equipment**

□ 050010 Metal Processing Equipment

□ 050020 Testing Equipment

☐ 050030 Surface Treatment Equipment

**□** 050040 Pump & Valve

## **Garden Tools**

□ 060010 Garden Tools



## China International Hardware Show 2022 7.-9.11.2022

Hangzhou International Expo Center (HIEC)

# GENERAL CONDITIONS OF PARTICIPATION FOR TRADE FAIRS OUTSIDE GERMANY

General Conditions of Participation

## I. Application

- 1. By signing and returning the registration form, these General Conditions of Participation shall together with the Special Conditions of Participation be acknowledged as legally binding. The information and data being provided by the exhibitor will be electronically saved by the organiser but always observing the regulations stipulated under the applicable Data Protection Laws and such information will be transmitted or disclosed to third parties only to fulfil contractual duties.
- 2. The regulations stipulated in the Special Conditions of Participation shall prevail over the regulations stipulated in these General Conditions of Participation should there be a conflict between the regulations stipulated in the Special Conditions of Participation and the regulations stipulated in these General Conditions of Participation. The house rules, the technical specifications and the regulations stipulated in the Special Conditions of Participation constitute also a part of the contract.
- 3. The application shall constitute a legally binding offer of the exhibitor to conclude a contract from the date the organiser receives the application, irrespective of acceptance; the application cannot be appended with conditions or reservations.

## II. Acceptance / Transfer of Stand Space / Contractual Obligation

- The organiser shall accept the application in accordance with the Conditions of Participation, which apply to all participants (acceptance).
- 2. The acceptance is subject to the organiser's discretion. If the number of application forms complying with the requirement profile and received by the organiser prior to the expiration of the registration period exceeds the number of available exhibition space, the organiser shall have the right to make a discretionary decision regarding the admission of applicants to the exhibition.
- 3. The exhibitor may be disqualified from admission to the exhibition, if the exhibitor failed in the past to fulfil his financial obligations vis-à-vis the organiser at any time, or if he failed to fulfil such financial obligations within the prescribed period of time.
- 4. The legally binding contract shall be concluded upon written notification of acceptance. Should the content of the acceptance differ from that of the application (registration), the contract shall be concluded under the terms of the acceptance even if the acceptance differs from the application unless the applicant objects in writing within 2 weeks after receipt of the acceptance. At the beginning of the period, the organiser has to particularly point the exhibitor to the right to object and the consequences of the non-objection in writing. The same shall apply, if it is necessary to postpone the event or to transfer the venue of the event, provided that the change can be regarded to be reasonable; in this case, the corresponding notification of change from the organiser shall supersede the admission.
- 5. The acceptance only applies to the respective event, the company or corporation applying, its products and services. Products, which do not conform to the list of permitted goods, must not be exhibited at the trade fair.
- 6. The organiser allocates stand space in accordance with the exhibits being registered to belong to a certain topic or theme within the exhibition.
- 7. There is no legal entitlement for the allocation of stand space in a certain hall or in a certain hall area. If deemed necessary by the organiser, the organiser is entitled to subsequently allocate the stand space other than stated in the acceptance, to change the size and dimensions of the stand space, to relocate or close entrances or exits from and to the stand and to undertake structural changes in the exhibition halls without legal claims against the organiser, provided there is substantial cause for doing so. In the event of a reduction in stand space size, the exhibitor will be credited with the prorated difference arising from the correspondingly lower space cost. The exhibitor will be notified without undue delay, if the stand space becomes unavailable due to reasons, which are beyond the organiser's control. In this

case, the exhibitor will be entitled to a reimbursement of the participation fee. Any further claims for damages, exceeding the aforementioned reimbursement, shall be expressly excluded.

- 8. Any complaints by the exhibitor must be submitted in writing without undue delay but at the latest while the event is in progress; the organiser cannot consider complaints at a later date.
- 9. Furthermore, the organiser shall have the right to rescind the contract for a substantial cause. Such a substantial cause shall be constituted, in particular, if an admissible application for opening insolvency proceedings against the exhibitor's assets has been made or such an application has been dismissed due to lack of funds. The exhibitor must inform the organiser of such circumstances without undue delay.
- 10. The organiser is entitled to rescind the contract, if the event utilization falls below 50 % of the rental stand space. In this case the organizer is not liable for any damages or losses but has to refund already paid fees or down payments.
- 11. After the binding registration and the consequent acceptance, release from the contractual relationship is not possible without the organiser's consent.
- 12. The organiser may agree to the request for release from the contract only in exceptional cases, e.g. if the stand space in question can be rented to another exhibitor. In this case, the organiser is entitled to demand liquidated damages in the amount of 25% of the participation fee without providing any proof. The exhibitor shall have the right to prove that a damage or loss has not been incurred or that the quantum of damage or loss incurred is considerably less. In addition to the liquidated damages, the exhibitor is liable for catalogue fees and other costs and expenses, which in particular, have been incurred as a result of a claim by a third party. The occupancy of stand space by an already accepted and allotted participant by means of a stand exchange does not constitute a mitigating form of stand area rental.
- 13. Should the exhibitor fail to assume the stand space allotted to him at the beginning of the construction period, the organiser will demand the exhibitor to assume the stand space by setting a reasonable timeframe.
- 14. Should the timeframe set in accordance with II 13 fruitless expire, the organiser shall have the right to rescind the contract and to assert a claim for damages due to non-performance.
- 15. The following cases will fall solely within the exhibitor's scope of risk:
- the products, which have been stipulated for the presentation, cannot be introduced at the venue of the event due to legal requirements prevailing there or due to other reasons, or
- such products do not arrive in time, do not arrive undamaged or do not arrive at the venue of the event at all – e.g. as a result of any loss, delay in transport or customs, etc. – or
- The journey, the journey of the exhibitor's employees or the exhibitor's stand or installation personnel is delayed or becomes impossible. The exhibitor will in all these cases remain under the obligation to pay all the contractual charges and fees agreed upon.
- 16. After the exhibition has ended the exhibitor is obliged to leave and return the allotted stand space in a condition that equals the condition when the exhibitor took over the stand space. The timeframe in which the exhibitor has to leave shall be determined by the organiser in the Special Terms of Participation. Should the exhibitor fail to comply with this obligation to vacate in time, the organiser is entitled to remove the exhibitor's belongings from the exhibition place on the exhibitor's expense. Furthermore the organiser shall have the right to sell the exhibitor's belongings and to set off claims against him.

## III. Construction and Arrangement of Stands

- 1. All stand constructions and stand designs must comply with statutory safety regulations, and comply with the specified requirements stipulated in the Special Conditions of Participation.
- 2. All stand construction service providers must have a special permit from the organiser in order to construct the trade fair stands in the exhibition halls. Any additional technical services that may be required, particularly the installation of electricity, water and safety devices, the recruitment of local auxiliary personnel, etc., may be ordered exclusively through the organiser by means of special order forms and against a separate charge, whereas the charges shall be in accordance with the usual charges being market price at the place of venue.
- 3. For the duration of the event the stands must display the exhibits and be staffed by personnel as stated in the acceptance.
- 4. The organiser is entitled to demand the removal of exhibits from the stand, which could constitute a considerable disruption to the operation of the event or put the safety of exhibitors and visitors at risk due to their door, noise, other emissions or appearance. Furthermore, the exhibitor will be responsible for ensuring compliance with all statutory provisions of the host country. In case of non-compliance, the organiser shall also have the right to demand the removal of exhibited articles or the forbearance of a certain activity. Should the exhibitor fail to comply with this demand without undue delay, the organiser is entitled to have the exhibits in question removed at the exhibitor's expense and risk and to close the exhibitor's stand, without any claims for loss or damages against the organiser.
- 5. The exhibitor is obliged to co-ordinate the construction and design measures for his stand with the organiser in advance. The organiser has to notify the exhibitor about any requested amendments or alterations as early as possible. Furthermore, the exhibitor is obliged to inquire about the relevant statutory regulations, laws etc. or building regulations on his own initiative. Should the exhibitor violate those regulations, the organiser is entitled to vacate or alter the stand on the exhibitor's expense. The organiser does not assume liability for any information provided by him.

## IV. Participation Fee and Other Costs / Terms of Payment

- 1. The amount of the participation fee, the down payment as well as the flatrate cost of energy will be calculated according to the rates specified in the Special Conditions for Participation. The Invoicing amount will be calculated on the basis of the total stand floor space as allocated and will not exclude any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings.
- 2. After the exhibitor's admission, the exhibitor will receive an invoice for the participation fee and other costs and possibly a registration fee invoice. The invoice less the down payment must be paid not later than 10 weeks before the commencement date of the event. The aforesaid invoice amount is to be paid in full without any deductions. Invoices being issued less than 10 weeks prior to the commencement date are due immediately.
- 3. The organiser is entitled to request a down payment whereas the due day of such down payment is stipulated in the Special Conditions of Participation or the down payment invoice. The rates contractually agreed upon (in the acceptance) are net fixed rates plus legally applicable taxes.
- 4. The organiser shall have the right to increase the rates by the amount of the corresponding cost increment in the event of any increase in its own prime cost, particularly as a result of higher production, purchasing and labour costs as well as higher fees, taxes and other fiscal charges imposed at the venue of the event. Should the increment exceed 10 % of the rates being published by the Organiser in the application forms the Organiser grants the exhibitor the right to terminate the contract within 10 working days from the date of the receipt of such an increment notice.

- 5. The payment of all invoices on or before the due date shall be a prerequisite for the occupation of the stand space.
- 6. Failure to conduct payment in time will result in interest charges amounting to 6% per annum. Should the damages incurred by the organiser exceed this interest amount, he shall be entitled to these additional damages. The claim for compensation will cease or be reduced, if the exhibitor may prove that the organiser has incurred substantially less or no damage as a result of the payment default.
- 7. Should settlement of the invoice not be effected within the deadline (due date), the organiser is entitled to terminate the contract.
- 8. As a security for all claims the organiser might have against the exhibitor, the organiser has a pledge on all movable objects belonging to the exhibitor on the stand area.
- 9. Any services that the organizer has provided will be invoiced either in EUR, in USD or in another currency to be determined by the organiser at the organiser's discretion. The exhibitor is obliged to pay the amount and currency stipulated on the invoice ("billing currency"). Should the organiser, as a courtesy, accept settlement of the invoice in a currency other then the billing currency, such payment must be calculated based on the conversion on the official buying rate of the billing currency on the date of payment. Any exchange rate losses in relation to the billing currency after the invoice becomes due for payment are at the exhibitor's expense.
- 10. Any complaints relating to the invoice must be made in writing, without undue delay, at the latest 2 weeks after receipt; complaints submitted at a later date cannot be considered.
- 11. Any projecting or overhanging parts, pillars, installation connections and other permanent internal fittings in the stand space do not entitle the respective exhibitor to any reduction in the participation or other costs.
- 12. The organiser shall also be entitled to the payment of the full amount, should the exhibitor fail to fulfil any of his contractual obligations. This does not affect further claims for damages. Should the organiser fail to fully or partially fulfil his contractual obligation, the exhibitor is entitled to a proportional reimbursement of any payments already made by the exhibitor. Exceeding claims are excluded in accordance with section VII.
- 13. In the event of counter claims being made against those claims arising from the contract, the exhibitor may only set off or assert his right of retention in as far as these claims are undisputed or have been awarded by an enforceable judgement.
- 14. Should an invoice upon request of the exhibitor be sent to a third party, this does not constitute any waiver of claims or obligations of the exhibitor. The latter remains obliged to pay until such time as the account receivable has been settled in full.
- 15. All payments being due to the organiser must be made in full without deductions, whereas bank charges, currency exchange fees etc. have to be borne by the exhibitor or debtor.

## V. Co-exhibitors, Additional, Group and Joint Stands

- 1. Stand spaces shall be rented out only as a whole unit and only to one contracting party. The exhibitor is not permitted to relocate, exchange, share, or in any other way make the stand space allocated to him completely or partially accessible to third parties, without the prior consent of the organiser.
- 2. Use of the stand area by another company with its own products and own staff (co-exhibitor) requires a special application for admission and the consequent approval by the organiser. This also applies to companies for which one of the requirements mentioned (own products or own staff) is not fulfilled (additionally represented company). Companies, which are members of a corporate group as well as subsidiaries, are considered to be co-exhibitors. The organiser reserves the right to demand an additional participation charge and other costs for the admission of co-exhibitors/ additionally represented

companies. Such charges and costs will be invoiced to the exhibitor.

- 3. Co-exhibitors and additionally represented companies are accepted only under the conditions stipulated in section II of these General Conditions of Participation; these Co-exhibitors and additionally represented companies are equally subject to the Conditions of Participation as they apply to exhibitors.
- 4. Should an exhibitor accommodate a co-exhibitor or an additionally represented company without the express permission of the organiser, this shall entitle the organiser to immediate termination of the entire contract and to have the stand space vacated at the exhibitor's risk and expense.
- 5. After the acceptance has been received, the contractual relationship remains exclusively between the organiser and the exhibitor, who is liable for his and the co-exhibitor's and the additionally represented company's nonperformance, breach of contract etc.
- 6. Should several exhibitors wish to participate at the event together on one stand, the General and Special Conditions of Participation are binding for each exhibitor. In addition, they are obliged to name a contact person in their application, jointly appointed as an authorized representative. Moreover the conditions stated in section IV apply analogously. In the event of permitted joint use of the stand space, all exhibitors are liable to the organisers for payment of the participation and other costs and the fulfilment of other obligations regardless on which legal grounds as co-debtors.

## VI. Domestic Authority

- 1. The organiser has the right to establish rules of the house for every event. These rules come into force after their publication at the place of the event. The rules of the house become part of the contract. There is no obligation to hand out these rules of the house to each exhibitor and the exhibitors have to inform themselves about the content of the rules of the house.
- 2. The organiser shall exercise domestic authority throughout the exhibition area. The organiser is entitled to have exhibits removed from stands if their display contravenes statutory laws, is offensive or do not comply with the list of permitted goods.
- 3. The promotion of political and ideological contents is prohibited. In the event of serious offences against these Conditions of Participation, the organiser is entitled to close the stand or have it vacated.

## VII. Warranty / Liability / Insurance

- 1. The organiser does not assume any obligation to exercise proper care of exhibits, stand fittings and objects, which are the property of the stand personnel. Any liability for damages and losses is expressly excluded, if it is possible to underwrite the risks. This does not affect the liability incurred by wilful acts or grossly negligent misconduct. This exclusion of liability is not affected by security measures of the organiser.
- 2. Within the scope of liability, the statutory regulations concerning the burden of proof shall continue to apply; they will not be affected by this clause except in cases concerning liquidated damages.
- 3. It is recommended to conclude an exhibition insurance policy, which can be obtained via the Exhibitor Service Manual. In addition the exhibitor may order special security measures by applying so with the corresponding form in the Exhibitor Service Manual.
- 4. The exhibitor is liable to the organiser for any damage inflicted on the organiser, provided that such damage is attributable to the exhibitor's culpable (wilful action or negligence) action or the culpable action of the exhibitor's personnel, the exhibitor's employees or any third party which the exhibitor has appointed or any other third parties, whose services the exhibitor is using for the purpose of fulfilling his obligations.
- 5. Instead of proving the quantum of an incurred damage, the organiser shall be entitled to demand liquidated damages in the amount of 25 % of the participation fee (including rent and additional services) without providing any

- proof. However, in this case the exhibitor shall have the right to prove that a damage or loss has not been incurred or that the quantum of the damage or loss incurred is less than the liquidated damage. The organiser may choose to claim damages exceeding the amount of 25 % of the participation fee if the organiser can prove such higher damage.
- 6. The exhibitor is obliged to strictly comply with the Technical Guidelines, which will be handed over to the exhibitor by the organiser, as well as with the information from the organiser's circular letters with regard to questions on the preparation and implementation of the event. The exhibitor is furthermore obliged to inform himself about legal requirements and necessary permits and to obtain the same.
- 7. The organiser may request from the exhibitor to obtain an insurance to cover certain risks, which have been specifically addressed to the exhibitor.
- 8. In the event of any claims regarding fatal injuries, bodily or health injuries, the organiser shall be liable for damages caused intentionally or by gross negligence in accordance with statutory obligations. Other contractual and/or legal damage claims of any type, including damage claims for consequential damages, shall be excluded, unless the damage was caused by the intentional or grossly negligent action of the organiser.
- 9. The foregoing limitations of liability shall apply, to the full extent, to the executive organs, employees, legal representatives, persons employed in performing an obligation and vicarious agents, whose services are used by the organiser for the performance of the contract. However, all claims shall be restricted to the payment of typical, foreseeable damages. Furthermore, the organiser shall be liable for every culpable infringement of an essential contractual obligation. Essential contractual obligations shall include only those contractual obligations, which are indispensable to the execution of the contract. This applies to all claims, which could arise as a result of, and in connection with, this contract. If the organiser is compelled to temporarily vacate or permanently close the exhibition area or parts thereof, to postpone, shorten or extend the event as the result of a force majeure, or for other reasons beyond his control, the exhibitor is not entitled to any claims, in particular, not to claims for damages or losses against the organiser.
- 10. The responsibility of the event organiser is limited to fault in all cases without prejudice to any limitations of liability under these Conditions of Participation. If a contract provides for the procurement of certain items, the organiser does not assume the risk of procurement, unless expressly agreed otherwise in individual cases.
- 11. The warranty period for deliveries of new items is 1 year if there is no shorter statutory warranty period applicable. For second hand articles, any liability based on warranty is excluded. There is no warranty or liability for normal wear and tear, force majeure, faulty or negligent handling, excessive demands or failure to comply with statutory provisions or operating instructions.
- 12. The exhibitor shall be liable and bear the risk for all damages incurred during transportation to and from the exhibition venue including all damages incurred during transportation within the exhibition building.

## VIII. Period of Limitation

Any claims of the exhibitor, which may be asserted against the organiser and which may arise from the contractual relationship, as well as all other claims relating thereto, shall become time-barred after one year, unless a shorter statutory limitation period applies or the liability of the organiser results from an intentional action. The longer statutory limitation period for tortuous claims, fraudulent intent and culpable impossibility of performance shall remain unaffected. The limitation period shall commence at the close of the month, in which the closing date of the event falls.

## IX. Reservations / Final Provisions

- 1. The exhibitor is solely responsible for compliance with all the laws, guidelines, and other regulations being applicable at the place of venue of the event, even if the contents of the organiser's conditions for participation deviate from such regulations. The exhibitor must inquire about the relevant regulations prevailing at the venue of the event promptly and comprehensively, and thereby obtain the required information. The organiser will not assume any liability for damages and other losses, which might result from any non-compliance with this obligation.
- 2. The organiser shall have the right to postpone, shorten, extend or cancel the event, as well as to terminate the event temporarily or definitely, as well as individually or collectively, if such an action is required due to unforeseen events such as force majeure, natural disasters, wars, disturbances, strikes, breakdown or obstruction of traffic and communication. In the event of any postponement, shortening, extension or termination, the exhibitor shall not be entitled to the payment of any resulting damages, which the exhibitor may suffer. The exhibitor shall have the right to rescind the contract, if he loses interest in participating because of such an action and if the exhibitor consequently waives the reservation for the stand space allotted to him. Upon full knowledge of the change, the rescission of the contract must be declared in writing and without undue delay.
- 3. In case of the cancellation of an event, the organiser shall not be liable for damages and/or other losses, which might be incurred for the exhibitor. Upon request of the organiser, the exhibitor will be obligated to defray a reasonable share of the expenses resulting from the preparation of the event. The amount of the share to be paid by each exhibitor shall be stipulated by the organiser after consultation with the business organizations concerned, whereas the maximum shall be 5% of the total costs. By signing the application form the exhibitor acknowledges the organiser's Conditions of Participation (the General and Special Sections) together with all other regulations relating to the contractual relationship, as legally binding.
- 4. Should these provisions be or become partially legally invalid or void, this shall not affect the validity of the remaining provisions or the contract. In this event, the parties bind each other to replace the invalid provision with a valid provision that comes to the commercial purpose of the invalid provision as close as possible. The same applies to loopholes.
- 5. All agreements, approvals and alterations to the contract must be made in writing. The same shall also apply to any amendment or waiver of this written-form clause itself.

## X. Place of Fulfilment / Place of Jurisdiction

- Place of fulfilment for monetary obligations of the exhibitor no matter on which legal basis – shall be the principal place of business of the organiser as far as there is no other place of fulfilment stipulated in the Special Terms of Participation.
- 2. The place of jurisdiction, also in cases involving documents, bills of exchange and cheques shall be the principal place of business of the organiser. At its option, the organiser shall also be entitled, to lodge claims at the court of the place where the exhibitor has his place of business or his branch.
- 3. The entire legal contractual relationship between the exhibitor and the organiser, including any annexes and schedules shall be governed and interpreted in accordance with the substantive laws (but without reference to the conflict of law rules) of China.

## XI. Date Protection Notice:

- 1. Koelnmesse would like to stay in touch with you in the future, in order to keep you appropriately informed of events and similar services. We need to collect your name and email address for the aforesaid purpose. We will only process your personal data when sending you information by e-mail about future similar trade fairs/events/platforms that are organized all over the
- 2. You understand that the email will be sent by Koelnmesse as well as its responsible subsidiaries abroad and its commercial agents.
- 3. You can withdraw your consent at any time by sending an email to <a href="mailto:dataprivacy@koelnmesse.de">dataprivacy@koelnmesse.de</a>.

Status: 06 / 2020



## China International Hardware Show 2022

7.-9.11.2022

Hangzhou International Expo Center (HIEC)



## **Conditions of Participation Special Section on CIHS 2022**

The fair The organisers The venue The dates

China International Hardware Show 2022 is being organised by

Koelnmesse (Beijing) Co., Ltd, Room 1903 Tower E, Ocean International Center, 210 Ciyunsi Beili, Chaoyang District, Beijing 100025 P.R. China China National Hardware Association

Room 903, Suite C Building 5# Baiziyuan, No.16 Baiziwan Road, Chaoyang District Beijing 100124

P.R. China

- hereinafter referred to as the organiser.

Hangzhou International Expo Center (HIEC) Add: 353 Benjing Ave, Qianjiang Century City, Xiaoshan District, Hangzhou Tel: +86 571 8290 8888 E-mail: sales@hiechangzhou.com Website: www.hiechangzhou.com

The exhibition will be held from 7-9 November 2022 (Monday -Wednesday) 2022 at the Hangzhou International Expo Center (HIEC).

The exhibition is open to visitors from 09:00 a.m. to 5:00 p.m. (Monday and Tuesday) and 09:00 a.m. to 2:00 p.m. (Wednesday) and for exhibitors from 8:30 a.m. to 5:30 p.m. (Monday and Tuesday) and 08:30 a.m. to 2:30 p.m. (Wednesday)

The period for assembly is from Saturday, 5 November 2022 to Sunday, 6 November 2022. The period for dismantling is on Wednesday, 9 November 2022 from 3:00 p.m. onwards.

## Eligibility to take part

(a) Exhibitors should be manufacturers of goods that are included in the nomenclature of the exhibition (cf. No. 1 " List of Products") and if they are produced by the exhibitor at his own manufacturing plant or are offered as parts or accessories thereof.

Admission is also open to exhibitors displaying items which, in accordance with the list of goods are in keeping with the overall theme of the event and which the exhibitor has had manufactured under his own name, provided that the items in question are aimed at retailers and other marketing agents.

(c)
You can as well take part as a servicing company with your own products if your service activity is mentioned in the list of main product categories (cf. No. 1 " List of Products").

The organiser will decide upon the acceptance of firms or products.

## Participation fees

Your participation will entail the following fee:

Stand fee

In the halls per square metre excluding stand construction, stand partition walls and electrical connection (minimum size 18 sqm)

230,-- EUR/sqm

The construction of the stand shall be the obligation of the exhibitor.

In the halls per square metre with Standard stand construction (minimum size 9 sqm)

285,-- EUR/sqm

ac) In the halls per square metre with Premium stand construction (minimum size 18 sam)

305.-- EUR/sam

The stand fee includes the rent for the exhibition space for the entire The stand fee includes the rent for the exhibition space for the change duration of the event including the build up and dismantling periods, a specific number of exhibitor badges, the use of all general technical and service facilities in the fair halls like lighting, ventilation, air conditioning, use of electricity on the stand, general surveillance of the halls and cleaning of the aisles, consulting on organisational matters by Koelnmesse Co., Ltd. employees, catalogue entry according to Item 7 and one free copy of the catalogue.

The stand costs do not include the installation and use of compressed air, the installation of water connections and the use of water on the stand.

Double-storey stands are applicable for contracted ground area of 100 sgm and above, and that the minimum length of any dimension of that area is 6 meters (to be considered on a case-by-case basis). The contracted floor area of the upper tier shall not exceed 30% of the contracted floor area of the lower tier of the particular booth. The rental rates for the contracted floor area at the upper tier shall be one third (1/3) of the rental for the lower tier: EUR 76.6 / sqm

## The fee for Standard shell scheme construction includes:

General setting up and dismantling of the stand, incl. all additional costs consisting of:

- · Cleaning of the booth areas
- · Laying carpet over the entire booth area
- · Booth partition walls (rear and side walls) as per stand space
- Fascia Board with Company Name in English and Chinese Booth furniture per booth (9 sqm): 1 Lockable Info. Counter, 1 Round Table, 3 Leather Chair ,1 Wastepaper Basket ,3 Flat Shelf, 1 Single Phase Socket (up to 500w), 3 Longarm Spotlight (100W)

#### The fee for Premium shell scheme construction includes:

General setting up and dismantling of the stand, incl. all additional costs consisting of:

- · Cleaning of the booth areas
- Laying carpet over the entire booth area
- Booth partition walls (rear and side walls) as per stand space
- Fascia Board with company name in English and Chinese
- Booth furniture per booth (18 sqm): 1 Lockable Info. Counter, 1 Round Table, 3 Leather Chair ,1 Wastepaper Basket, 3 Flat Shelf, 1 Single phase socket (up to 500w), 6 Longarm Spotlight(100W), Storage room(2m\*1m), Tall Showcase (1.0mx0.5mx2.5m), 2 Potted Plants

#### Co-exhibitor fee

As far as accommodation of other firms will be permitted on the stand (see figure V. of the General Conditions of Participation), EUR 260 will be charged for each co-exhibitor. This includes the catalogue entry according to item 9. All and any costs caused by the co-exhibitor or services additionally ordered shall be payable separately.

## (c) Administrative fee

Once a space rental invoice is issued, any changes in payment currency raised by exhibitors will be subject to an administrative fee of EUR 260, which will be added to the participation fees according to the changed payment currency.



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(d)

#### Payment terms

If the application is received by the organiser, an invoice of the said amount will be issued and sent to you. This invoice is to be paid in full before commencement of the event according to the terms of payment as indicated on the invoice. If an exhibitor fails to pay according to the abovementioned terms and payment schedule, the organiser reserves the right to release without notice to the exhibitor the stand space reserved for exhibitor and any deposits paid are non-refundable.

## Fitting and arrangement of the stands

Please take into account that where necessary hall pillars and other permanent construction features are contained in the rented stand spaces, the participation fee is calculated on the basis of the exact measurements of the stand space allocated.

Stand construction will only commence if the exhibitor orders stand construction.

(c)

Any planned structure must be approved in advance by the organisers and the hall proprietor in writing. The stand must be constructed to comply with the dimension of the space allocated. Plans for non-standard structures or designs for stands with meeting rooms or where technical calculations are required, as well as plans for technical fittings should be submitted to the organiser and the hall proprietor in duplicate for perusal not later than 6 weeks prior to the beginning of the event. In the event of these plans having to be scrutinized by the proprietor of the halls, the organiser shall assume responsibility for forwarding them as commissioned by and for the account of the exhibitor and shall notify the exhibitor of the outcome. The organiser will not release the exhibitions space in question for construction work until the results of the inspection have been received. Any other fitting and arrangement of the stand is left to the exhibitor but should be appropriate for the event in question. The exhibitions company's name must be clearly visible on each stand.

Each Shell Scheme exhibitor will receive a stand sign with number of the booth according to the stand confirmation. The stand sign has to be clearly visible during all the exhibition time.

## Intellectual Property

Your participation will entail the following commitment for Intellectual

Our Company agrees to abide by the regulations of Protection Measures for Intellectual Property, and accepts the Exhibition Intellectual Property Complaint Processing Programs made by the sponsor and its complaint agency according to law. From the date we submit the application form to the completion of the Fair (on 9 November 2022), our company makes the following commitments:

We will do a self-inspection of the intellectual property rights involved in the exhibition items according to relevant regulations.

We will not use display products, display panels, display booth, publicity materials and so on which infringe on their intellectual property rights.

We will make complaints according to the complaint programmes stipulated by the sponsor or its complaint agency, without prejudice to the smooth process of the Fair.

The complaint programmes are as follows:

(1) The participants who hold the valid identity documents of the current China International Hardware Show (hereinafter referred to as the Fair) have the right to complain to the Intellectual Property Office once discovering that the display products, display product packaging, publicity materials and any other display part on the booth in the hall are suspected of infringing on others' intellectual property rights. (2) When making a complaint, the complainant should firstly show the ownership certificate to the staffs in the Intellectual Property Office. Regarding the same infringement case of intellectual property complaint which has been processed by the Intellectual Property Office in the last Fair and reoccurs in the current Fair, the complainant should also show the legal documents which have been followed and processed through legal actions after the end of the last Fair. If the complainant cannot show the relevant documents, the Intellectual Property Office has the right not to accept the complaint. The Intellectual Property Office doesn't accept the same complainant's repetitive complaints against the same defendant on the same intellectual property right.

(3) After the validity of the aforesaid relevant documents is verified by the Intellectual Property Office, the complainant should fill in the Application for Complaint.

(4) After receiving the Application for Complaint, the Intellectual Property Office should promptly arrange the staff to process the complaint.

(5) While the Intellectual Property Office is investigating and processing the complaint case, the defendant should assist the staff of the Intellectual Property Office in investigating the complaint articles. After it is affirmed that the complaint articles infringe on others' intellectual property rights after investigation, the defendant should promptly show evidence to prove its legal ownership of the complaint contents and demonstrate the noninfringement.

(6) If the defendant cannot effectively demonstrate "non-infringement" for the suspected infringing articles on the spot, the staff of the Intellectual Property Office have the right to temporarily detain the articles, and the defendant should promptly sign the Letter of Commitment and promise not to display the suspected infringing articles any more from the moment when infringement is affirmed if it cannot provide effective demonstrations. The Letter of Commitment is in duplicate and respectively kept by the defendant and the Intellectual Property Office.

(7) The defendant can provide the supplementary non-infringement

(7) The defendant can provide the supplementary non-iningement demonstration to the Intellectual Property Office within half workday if it has objection to the processing result made by the Intellectual Property Office. If the demonstration is valid, the Intellectual Property Office should promptly return the articles which are temporarily detained and allow the defendant to continue displaying the complaint articles; if the demonstration is invalid or no demonstration is supplemented, the original processing decision should be upheld.

The exhibitors should actively cooperate with the sponsor or the complaint agency and relevant intellectual property administrative departments and judicial departments in inquiry, inspection, evidence collection and other related work during the Fair.

The complaint materials submitted by the exhibitors must be accurate, complete, true, legal and valid.

The exhibitors should not make malicious complaints and bear the corresponding legal liabilities for the losses to the sponsor or the defendants by malicious complaints.

The exhibitors whoever break the Letter of Commitment are willing to accept the penalty from the sponsor or the complaint agency.

## Exhibitor badges and badges for stand construction staff

Exhibitors are entitled to receive free exhibitor badges according to below

Size of booth	Quantity of badges (max.)
Up to 12 sqm	3
13 – 24 sqm	6
25 – 36 sqm	9
37 – 48 sqm	12
More than 48 sqm	15

The badges will be valid from the first day of the assembly until the last day of the dismantling of the stand.

You can order additional passes with the correct order form in the Exhibitor Manual.



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All on site personnel of individual stand contractors for raw space exhibitors are required to apply for contractor passes for the move-in and move-out period. For security reasons, all workmen onsite must wear contractor passes for identification purposes.

These passes are only valid up to the beginning and after the end of the exhibition. They do not entitle the holder to enter the complex during the exhibition.

Exhibitors or their stand contractor can order these passes directly with the hall owner prior to or on the first move-in day. These passes are subject to an administration charge.

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#### Rules of Sale Sales Restrictions Penalties

(a)

In view of the special trade character of the China International Hardware Show 2022

- (1) It is not permissible to openly mark prices on exhibited products (2) It is not permissible to offer, sell or otherwise transfer articles which are related to the theme of this fair (cf. No. 1 "List of Products") to the final consumer. Such transactions are prohibited throughout the entire fair, including the initial set-up and the final dismantling phases.
- (b)
  In view of this special trade character and prestige of the China
  International Hardware Show 2022 and rules governing equality of
  opportunity, it is essential that the regulations stated in subsection 7a are
  observed strictly and without exception.

(c) The organiser has the right to

(1) immediately close the stand of an exhibitor who violates (has violated) the sales restriction stated in subsection 7a. The stand will be closed while the China National Hardware Show 2022 will still be in progress and without a court order being required. The organiser is entitled to retain any costs or expenses relating to his participation in the exhibition

and/or

(2) deny admission to any exhibitor who has violated the sales restriction in subsection 7a. Compensation or claims for reimbursement by the exhibitor are ruled out in the case of the afore-mentioned measures.

# 8 Withdrawal / non-participation (This clause applies to exhibitors who have paid according to the invoice but had to cancel their participation for some reason.)

Due to the particularity of the exhibition industry, various preparatory expenses are incurred one year before the exhibition. The withdrawal from the exhibition at any time after application will cause additional costs for the organiser. Therefore, the exhibitors shall agree to share all costs, including already delivered work and/or received services from the organiser, but at least 25% of the total participation fee. If an exhibitor cancels their participation 120 days before the show opening, the exhibitor shall be liable to pay 25% of the total participation fee. Any withdrawal by the exhibitor thereafter will result in 100% of the participation fee being charged as a cancellation fee.

#### 9 Catalogue

The organiser issues a catalogue for their fairs and exhibitions which includes an alphabetical list of firms, a list of goods and advertisements. This makes the catalogue an important and up-to-date source of reference for all interested persons and also gives it added value after the fair. The space application includes free basic entry in the Trade Fair Directory, including name and address of exhibitor, telephone and fax. The reproduction of logos and texts as well as advertisements are offered separately and are subject to an extra charge (Please refer to the CIHS2022 Exhibitor Manual).



All entries in the catalogue must be submitted to the organiser or to the company commissioned by the organiser 6 weeks prior to the first day of the event. The organiser of the fair reserves the right to commission a third company with the production of the catalogue.

The organiser does not accept any liability for printing errors, incorrect placing, mistakes and other gaps or faults in printing. The advertiser shall be responsible for the subject matter of advertisements and entries and for any omission or mistake resulting from them.

#### 10 Verbal Agreements

Any verbal agreements, individual permissions and exceptions outside the framework of this contract are not valid until confirmed in writing by the organiser.

#### 11 Exhibitor Manual

After signing the Space Application Form and the formal admission of the exhibitor by the organiser, the exhibitor will receive the Exhibitor Manual. In this manual the exhibitor can order the different free-of-charge and chargeable services (such as additional furniture, additional stand cleaning, extra stand security, etc.) that the organiser offers. The Exhibitor Service Manual will also include technical regulations that the exhibitors have to comply with regarding their participation.

#### 12 General Conditions of Participation

We would like to draw your attention to the provisions contained in the General Section of the Conditions of Participation which shall form part of this agreement between the organiser and the exhibitor. The same shall apply for "house rules". Any and all disputes arising out of or in relation to your participation in the above-mentioned fair shall be subjected exclusively to the laws of China. Place or jurisdiction shall be the competent court at the registered office of the organiser.

\*In case of any dispute, the Chinese version shall prevail.

Status: 10/2021

## **General Data Protection Notice**



## 1 Controller/Contact

The Controller as defined under the data protection laws is

Koelnmesse GmbH Messeplatz 1 50679 Cologne, Germany

Our Data Protection Officer can be contacted as follows: <a href="mailto:datenschutz-km@koelnmesse.de">datenschutz-km@koelnmesse.de</a>

For trade fairs outside Germany, our Data Protection Officer can be contacted as follows:

dataprivacy@koelnmesse.de

## 2 Your rights as data subject

If your personal data are processed, you are a data subject as defined in the GDPR and you have the following rights with respect to the Controller:

#### Right of objection

You have the right to file an objection at any time against processing of your personal data, carried out on the basis of Art. 6 (1) sentence 1 lit. e) or f) GDPR, for reasons resulting from your particular situation. This also applies to any Profiling based on these provisions.

The Controller will then no longer process your personal data, unless he/she can demonstrate compelling reasons for the processing warranting protection, and these prevail over your interests, rights and liberties, or if the processing is for the purpose of asserting, exercising or defence of legal entitlements.

If your personal data are processed in order to carry out direct advertising, you have a right to file an objection at any time against the processing of your personal data for the purpose of such advertising. This also applies to Profiling insofar as it is connected with such direct advertising.

If you object to processing for the purpose of direct advertising, your personal data will no longer be processed for these purposes.

In connection with the use of services of the information society and notwithstanding Directive 2002/58/EC, you have the possibility of exercising your right of objection via automated procedures that use technical specifications.

You can demand **information** on whether we process personal data concerning you. If such processing is carried out, you can demand further information on this processing, in particular the purposes, categories of personal data, recipients or the categories of recipients, planned storage duration etc.

You have a right to correction and/or completion of your data

You can demand the **restriction of the processing** of your personal data under certain circumstances: If the processing of your personal data has been restricted, these data — with the exception of their storage — can only be processed with your consent, or for the assertion, exercise or defence of legal entitlements, or to protect the rights of another natural or legal person, or for reasons of an important public interest on the part of the EU or a member state.

Under certain circumstances, you can demand the **erasure** of the personal data concerning you. If the Controller has made your personal data public and is obliged to erase them, he/she shall, with consideration for the available technology and implementation costs, take appropriate measures, including of a technical nature, to inform Controllers, responsible for the data processing and processing the personal data, that you, as data subject, have demanded that they delete all links to these personal data, or have demanded the deletion of copies or replications of these personal data.

If you have asserted the right of rectification, erasure or restriction of processing with respect to the Controller, the latter is obliged to inform all recipients, to whom your personal data have been disclosed, of this rectification or erasure of the data or of the restriction of processing, unless this proves to be impossible or involves disproportionate expense. You have a right with respect to the Controller to be **informed** of these recipients.

You have a right to **receive** your personal **data**, provided by you, in a structured, commonly-used and machine-readable format. You also have a right to insist that these data be transferred directly to another controller, insofar as this is technically possible. Liberties and rights of other persons must not be impaired as a result.

You have the right to **revoke** your data protection **declaration of consent** at any time. Revocation of the consent shall not affect the legality of the processing, carried out on the basis of the consent, up until the revocation. Within certain limits, you have the right not to be subjected to a decision, based exclusively on automated processing — including Profiling — that is legally effective against you or that significantly impairs you in a similar manner.

## 3 Right to complain to a supervisory body

Notwithstanding any other administrative-law or judicial remedy, you have a right to complain to a supervisory authority, in particular in the member state of your residence, your place of work or the place of the suspected violation, if you are of the opinion that the processing of your personal data violates the GDPR.

The supervisory body with which the complaint has been filed, will inform the complainant of the status and the results of the complaint, including the possibility of a judicial remedy pursuant to Art. 78 GDPR.

# 4 Information in the event of data collection via third parties

If we collect your personal data via third parties, this can involve the following categories of personal data: name, contact data as well as further information, for example concerning your responsibilities. If we do not receive these contact data directly from you, we receive them from the company for which you work and/or with which we are in contact. This can involve in particular an exhibitor or another cooperation partner with which we exchange services.

The possibility also exists of us receiving your contact data from commercial agents working for us.

## 5 Purposes and legal basis of the processing

a) If you conclude a contract with us, we process your data for contract initiation, execution and settlement. This concerns the purchase of tickets as well as the contractual relationship as exhibitor, if you are acting as a natural person, for example businessman, in this respect. This also includes the creation of user accounts on the platforms offered by us, unless a separate data protection notice on the handling of your data is provided there. The data processing can also be for the purpose of administering your participation in an event or competition.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you.

b) We may possibly also process data on you even if you yourself are not a customer, but rather a contact person of a business or cooperation partner.

In this respect, the legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. f) GDPR.

c) We process your data in order to provide you with the accreditation for this event. If you have given your consent during accreditation, your data will be

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used to send you press information. To do so, your data will be stored in our database even after the event is over.

The legal basis for the handling of your data is Art. 6 (1) sentence 1 lit. b) GDPR, if this handling concerns the contractual exchange of services with you. Insofar as you have given your consent to the sending of press information, Art. 6 (1) sentence 1 lit. a) GDPR is the legal basis for the handling of your data. You can revoke such consent at any time with effect for the future.

d) We also process data for other purposes that are in our interests, specifically in order to:

- provide you with product information concerning relevant products and services
- carry out measures aimed at improving and developing services and products, so as to be able to approach you individually with customised offers and products.
- carry out market and opinion research, or have this carried out by market and opinion research institutes. This enables us to obtain an overview of the transparency and quality of our products, services and communication, and to align or design these in the interests of our customers.

The legal basis for this handling of your data is Art. 6 (1) sentence 1 lit. f) GDPR, § 7 (3) UWG as well as Art. 6 (1) sentence 1 lit. a) GDPR, provided you have issued consent. You can revoke any such consent at any time with effect for the future.

e) As far as your data are collected exclusively for the purpose of traceability of new infections with the Coronavirus SARS-CoV-2, the legal basis for the handling of your data is § 2a CoronaSchVO NRW.

## 6 Justified interest

If we use data within the framework of the above weighing-up of interests, our justified interest lies in enabling direct advertising (see Recital 47 GDPR), provided your privacy-law interests do not outweigh our advertising interests in each individual case.

If we use data in the context of contract initiation or fulfilment with a business or cooperation partner, our interest when handling your data lies in enabling and maintaining a dialogue with the respective business or cooperation partner, typically within the framework of a contractual or other relationship. If you act as contact person in this respect — typically in your function as employee of these companies — you typically have no opposing interest if this interaction with us is part of your work duties.

#### 7 Recipients of your data

If and insofar as you have issued us with corresponding consent, we shall forward your data within the limits of this consent.

We shall also forward your data to service providers who are bound by instructions and whose work supports the provision of our services for you, on our behalf and in accordance with our instructions. These can be IT service providers, print service providers, call centres if you call in, and similar service providers. In addition, we pass on your data to third parties if and insofar as this is necessary to fulfil the contract concluded with you and order processing is out of the question.

In individual cases we also forward your data to third parties who use the data on their own responsibility: finance and tax authorities, police and investigation authorities (given the existence of a legal basis), official registration bodies (if forwarding is prescribed by law), insurance companies, banks and lending institutions (payment processing), market partners, commercial agents, auditors, lawyers, accountants or similar third parties.

## 8 Transfer of data to a third country

The transfer of data to third countries is planned if this is necessary for fulfilment of a contract, or if you issue us with express consent to forward the data to third parties.

If we transfer your data to service providers or group companies outside the European Economic Area (EEA), the transfer will only be made if the third country has been certified by the EU Commission as having an adequate level of data protection (Art. 45 (1) GDPR), or given the existence of other adequate data protection guarantees as defined in Art. 47 GDPR.

## 9 Duration of the storage of your data

If we have received your data for the processing of the contractual relationship with you as ticket purchaser or as natural person, as exhibitor, or for the purpose of an advertising approach or for the processing of your participation in an event or competition, we shall store your data and shall erase these after the event or when the contractual relationship with you has ended, when all reciprocal claims have been fulfilled and if no other statutory retention obligations or statutory justifying reasons for the storage exist. If you have a user account, your user data will be stored until this user account is deleted.

If we have collected your data solely on the basis of the CoronaSchVO NRW, these data will be stored or deleted in accordance with the periods resulting from this regulation.

If you have given us your consent (e. g. to receive information on products and services or press releases), we will store your data until you revoke your consent.

Retention obligations exist in particular under the German Commercial Code (HGB) and the German Tax Code (AO). If such obligations apply and concern documents with your data, we shall erase your data upon expiry of the statutory retention obligations. As a rule therefore ten years from the end of the year in which the contractual relationship with you has ended.

If we use your data in the context of the contract initiation or fulfilment with a business or cooperation partner, we shall store your data and shall erase them as soon as these are no longer required, for example if our relationship with the business or cooperation partner ends, if you yourself no longer act as contact person or similar.

## 10 Necessity of providing your data

The provision of the data by you and the collection of the data by us for the processing of the contractual relationship with you as ticket purchaser or as natural person or as exhibitor, is necessary for conclusion of the contract. Without the data we cannot conclude a contract with you or provide invoicable services. This also applies if you wish to create and use a user account or to be accredited as a media representative.

The same applies in cases in which you wish to be approached by us for advertising purposes, or wish to participate in events or competitions.

If we collect your data in the context of contract initiation or fulfilment with a business or cooperation partner, the provision of the data is typically necessary for the contractual relationship with the company for which you work; we would be typically unable to provide services without the data.

## 11 Automated decisions in individual cases or Profiling measures

No automated decision making or profiling takes place, neither for the creation and execution of the contractual relationship with you, nor for advertising approaches, nor for the processing of your participation in events or competitions.

If you have a user account on one of our platforms and are logged in there, we evaluate your interests on the basis of the actions you have taken in order to send you information on products and services tailored to your interests. An automated decision making process does not take place.

(last amended 15 September 2020)

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