**Space Application Form**

Kindly complete this form and return to the organizers or our representative.

|  |  |  |  |
| --- | --- | --- | --- |
| **Company**： |  | | |
| **Address**： |  | | |
| **City/Postal Code**： |  | | |
| **Tel：** |  | Fax： |  |
| **Contact Person**： |  | Job Title： |  |
| **Mobile**： |  | Email： |  |
| **Products/Services**： |  | | |

**PARTICIPATION COST：**

|  |  |
| --- | --- |
| ☆ **Space only (min 36 sqm)**  **RMB 2,000 per sqm x sqm**  **( m x m )**  ☆ **Shell Scheme (min 12 sqm)**  **RMB 2,240 per sqm x sqm**  **( m x m )** | ☆ **Updated Shell Scheme (18 sqm 3\*6m)**  **RMB 38,000**  **Updated Shell Scheme (24 sqm 4\*6m)**  **RMB 48,000**   * **2 side open plus RMB 50/sqm** * **3 side open plus RMB 50/sqm** * **Island plus RMB 150/sqm**   **I need \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ side open** |
| **Early-Bird Discount：**   * **10% discounts, by submitting the application form before Apr. 30th, 2024** * **5% discounts, by submitting the application form before Jul. 31st, 2024** | |

**Company stamp and legally binding signature：** **Date：**

**Terms and Conditions**

1. **Definition**

The nouns defined in these Conditions of Participation apply to all the terms on participation, and shall have the following definitions unless the context otherwise requires:

“ Organizers” means：

**ChinaPak Exhibition Services Co., Ltd.**

**Bank Name:Industrial and Commercial Bank of China，Shanghai Branch**

**Bank A/C No. :1001248509300259629**

**Swift No:ICBKCNBJSHI**

**Bank Address:No. 2411 Gonghexin Rd., Zhabei Dist., Shanghai, PR ChinaChinaPak Exhibition Services Co., Ltd.**

Address: Room 008A-2, Building 3, No. 1 Block, No. 40, Wenshui Road, Shanghai (Honghui Vision BOX)

Tel：+86-021-61077463

Email：davidgao@msuccessgroup.com

The organizers are responsible for implementation of the exhibition within their respective duties and functions as set out hereunder and in the Space Application From.

**“Exhibition”** means the exhibition to be organized by the organizers as specified in this Space Application From

**“Exhibitor”** means a sole proprietorship, partnership or limited company applying to exhibit at the exhibition or, as the case may be, whose application to exhibition or, as the case may be, whose application to exhibit at the exhibition has been accepted by the organizers.

**“Relevant Period”** shall commence from the date the exhibitor submits his contract to the organizers and shall end on the last day of the exhibition.

**“Publicity Materials”** means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity materials whatsoever which an exhibitor wishes to display, distribute or use at the exhibition.

1. **Timetable**

The Move-in Period: 8-9 October 2024

Duration of the exhibition: 10-12 October 2024

Deadline for Registration: 30 August 2024

1. **Registration**

Registrations must be submitted, acknowledging the acceptance of these conditions of participation. The Contract bearing a legally binding signature of the Exhibitor should reach:

**ChinaPak Exhibition Services Co., Ltd.**

**Bank Name:Industrial and Commercial Bank of China，Shanghai Branch**

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Email：davidgao@msuccessgroup.com

The signature and seal on the space application form is legally valid, indicating that the exhibitor accepts the terms and conditions of this space application from.

No account shall be taken of conditions or reservations specified by the exhibitors contained in registrations. Requests for specific sites do not constitute a condition of participation. Only upon receipt by the organizers shall the registration be deemed to have been submitted. Particulars given shall be stored for automatic data processing and shall be made available to third parties upon implementation of the contract. Any services offered by service provider having exclusive rights in the fairground must be ordered through the organizers.

1. **Admission**
2. In principle, only those exhibitors whose product range is covered by the exhibits scope of the event shall be admitted in the exhibition. There is no legal right to require admission.
3. The organizers shall have sole and absolute discretion to decide on the admission of exhibitors and exhibits. Any firm which has failed to meet its financial obligations owing to the organizers or their affiliated companies (from previous fair participation and/or under the terms of these conditions of participations) may be rejected.
4. Until the exhibitor’s application has been accepted in written by the organizers, no rights to exhibit will be granted notwithstanding payment or an acceptance of the full rental submitted with the application. The organizers reserve the right to decline any application without giving any reason.
5. The organizers shall be entitled to revoke any admission if such admission was based on misunderstanding, false information or if the preconditions for approval no longer apply.
6. **Stand allocation and usage**
7. Stands are allocated by the Organizer. The exhibitors request will be considered, but the Organizer has the absolute decision right on the allocation.
8. The Organizer reserve the right to change and relocation the stands to ensure the benefits of the whole exhibition. Should the Organizers be compelled to relocate or change certain individual stands, entrances, exits or aisles after giving the admission, such relocation or change shall not give rise to any claim against the Organizers.
9. If the allocated stand is not usable due to the fault of the organizer, the exhibitor has the right to require participation cost return (interest excluded) and loss compensation agreed by both side. Except that, no further claim will be accept by the organizer.
10. Without the prior consent of the Organizers, Exhibitors are not permitted to give their allotted stand either fully or in part to a third party, whether for payment or free of charge.
11. After received all payment of participation, the organizer will issue access permit to allow the employees and the exhibits entering the exhibition halls. The organizer shall be entitled to revoke its access permit at any time if the exhibitor breaches against this Condition of Participation.
12. **Terms of Payment**
13. The exhibitor must pay 50% deposit in three days after the confirmation of admission of space which is non-refundable, balance must be paid according to the payment notice provided by organizer.
14. Charges for others, separately ordered services or deliveries shall be payable at the time of performance or on the date of receipt of the invoice at the latest.
15. The organizers reserve the right to demand additional non-interest bearing deposit(s) at any time as a guarantee for the cost of actual or potential damage.
16. In case of default by the exhibitor of payment of any sum according to these Conditions of Participation and contractual stipulations, the organizers shall be entitled to terminate the contract or otherwise dispose of the stand area and the exhibitor shall be responsible for all losses suffered by the organizers.
17. In case the exhibitor fails to fulfill all or partial obligations, the organizers shall be granted a right of lien in respect of the exhibitors stand equipment and exhibits within the exhibitor’s stand (the “Lien Items”) on the understanding that the organizers is entitled to realize and/or sell the Lien Items in order to fulfill such commitments. The organizers cannot be held liable for damages to /loss of the Lien Items arising from such realization and/or sale.
18. If invoices are issued by the organizers to a third party as designated by the exhibitor, the latter shall still remain the debtor of the organizers.
19. The currency of invoice is in RMB. All remittances are payable to the organizers in the currency RMB inclusive of bank charges and currency exchange charges and must be made by draft or direct transfer to：

**Beneficiary`s Name:** ChinaPak Exhibition Services Co., Ltd.

Bank Name:Industrial and Commercial Bank of China，Shanghai Branch

Bank A/C No. :1001248509300259629

Swift No:ICBKCNBJSHI

Bank Address:No. 2411 Gonghexin Rd., Zhabei Dist., Shanghai, PR ChinaChinaPak Exhibition Services Co., Ltd.

**Bank Name:**  Industrial and Commercial Bank of China，Shanghai Branch

**Bank A/C No.**: 1001248509300259629

**Swift Code:** ICBKCNBJSHI

**Bank Address:** No. 2411 Gonghexin Rd., Zhabei Dist., Shanghai, PR China

1. **Cancellation and Non-participation**
2. Application can be withdrawn up until the contract issued.
3. After the contract issued, the exhibitor shall not be entitled to withdraw the application nor to reduce the stand area. The participation charges shall be payable in full together with any costs actually entailed. Should the organizers make alternative use of unoccupied areas to improve the general appearance of the show, the exhibitor who reserved the space shall not be released from his financial obligations. If the exhibitor decides not to occupy the stand space allocated to him, and this space can be rented to another party by the organizers (no occupation on swap basis), then the exhibitor must pay the 50% of the participation charge, otherwise the exhibitor must pay 100% of the participation charge.
4. **Termination of Right to Exhibit**

The organizers shall have the right to terminate the exhibitors’ participation in the exhibition in

written without notice if the exhibitor is in any of the following events:

1. If the exhibitor or any of his representatives or affiliates commits a breach of any obligations hereunder or of any applicable Rules and Regulations.
2. If an exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt.
3. If the Exhibitor conducts any activity which, in the standards of the Organizers, does not conform to the nature and purpose of the Exhibition, or interfere with the rights of other Exhibitors at the Exhibition;
4. If the Exhibitor or its Affiliates displays prices, sells goods to private persons or sells goods for immediate delivery in the exhibition premises. The breach of this rule entitles the Organizers to close the stand immediately
5. If the exhibit space is not occupied by the Exhibitor by 9:30 am on the first exhibition day of the Exhibition Period, the Exhibitor shall be deemed to have cancelled the exhibit space ordered and the Organizers shall have the right to use such space as it deems appropriate. In such case the Exhibitor shall be deemed to give up the participation on such date and the participation fee paid will not be refunded and the Exhibitor is liable for payment of any unpaid participation fee.
6. If the Organizers in their sole and absolute discretion decide to disqualify the Exhibitor from the Exhibition prior to issuance of the Admission Notice.
7. **Exhibits，transportation and display**
8. All exhibits must be listed separately on the registration form with an exact description. Exhibitors are not allowed to display products or materials that are not part of this exhibition during the exhibition. The organizer has the absolute right to decide whether the exhibits are not included in the exhibition and have the right to require exhibitors to withdraw the exhibits.
9. Exhibitors are not allowed to display any products that violate third party intellectual property rights, counterfeit or local and / or international laws and regulations during the exhibition. The organizer reserves the right to request the exhibitor to withdraw the exhibits, and if the exhibitor fails to comply, the organizer reserves the right to remove the exhibits without any assistance. In this case, the exhibitor shall not make any financial or other claim to the Organizer.
10. Any exhibits flammable, irritating or noise-producing must be displayed by the organizer's approval in writing.
11. Exhibitors shall bear all liability risks and expenses relating to the delivery and delivery of exhibits to the exhibition venues.
12. Exhibitors should arrange the warehousing, empty containers and packing materials of the exhibits, both before and after the exhibition.
13. Exhibits may not be removed before the Exhibition is duly closed. The operation and demonstration of exhibits shall conform to the specified standards. The Organizers are not responsible for questions of licenses, quotas or transfers of sales proceeds.
14. Exhibitors should take away their exhibits and decorations from the exhibition grounds within the time specified by the organizer. If any loss, cost or expense incurred in the event of failure to evacuate, the compensation shall be made to the organizer. The organizer has the right but no obligation to dispose of the property in the distribution stand after the specified date. The deduction of expenses other than the amount used to offset the amount owed by the exhibitor to the organizer.
15. **Catalogue Entry**

The participation fee includes a free basic entry of the Exhibitor’s full contact details in the

official catalogue (company, address, country, telephone, fax). The Exhibitor will be forwarded

separate forms in due course for catalogue entries together with the information of costs of the

additional services.

1. **Use of Site & Safety**
2. Precautionary measures such as guards or other means of protection must be taken by the Exhibitor and its Affiliates to protect the public from being harmed by any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by persons authorized by the Exhibitor and shall not be left running in the absence of such persons. Display of such working or moving exhibits must have the Organizers’ prior written approval.
3. The Exhibitor and its Affiliates may only distribute the Publicity Materials at its own stand. No advertising, demonstration or canvassing for business may be carried out anywhere else within the Exhibition Venue. No exhibits or advertising signs shall be placed outside the confines of the Exhibitor’s stand.
4. No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.
5. Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstance.
6. Exhibitor’s stand must be managed by an authorized and competent representative of the Exhibitor at all times during the Exhibition Period. Such representative must be fully conversant with the Exhibitor’s products and / or services and shall be duly authorized to be responsible for negotiation and conclusion of contracts for the sale of the Exhibitor’s products or services. The Exhibitor shall procure that the representative shall comply with these Conditions and with any and all directions which the Organizers may give before or during the Exhibition Period.
7. **Security, Fire Control and others**
   1. The organizer shall take reasonable and appropriate security precautions for the benefit of the whole exhibition. However, the organizer shall not take responsibility in any way of any loss or damage of exhibits or belongings of exhibitors or others.
   2. All exhibits, materials and equipment used or displayed on the Exhibitor's stand must be properly fire-protected to comply with applicable Building Regulations.
   3. Exhibitors display should not block the view of other exhibitor. The arrangement shall not be in the form of opposition to the organizers or in violation of the general interests of the exhibition and other exhibitors, nor should it cause any objection or disgust for other exhibitors.
   4. Exhibitors are not allowed to take pictures or take pictures of any other exhibitor's display area and exhibits without the written permit from the organizer。Exhibitors must agree to hand over such unauthorized photographs or videos to the organizer and protect the organizers from the relevant third party claims.
8. **Insurance and Responsibility**
9. The Exhibitor shall be responsible for taking out insurance which should include but not be limited to its displays, exhibits and stands against loss or damage by theft, f ire, public (including occupier’s liability) and any other natural disasters, and shall present such policy of insurance to the Organizers upon request.
10. The Exhibitor shall be responsible for taking out insurance which should include but not be limited to its displays, exhibits and stands against loss or damage by theft, f ire, public (including occupier’s liability) and any other natural disasters, and shall present such policy of insurance to the Organizers upon request.
11. The Exhibitor undertakes to indemnify the Organizers for and at all times and to keep the Organizers, its employees and agents harmless from all liabilities, actions, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the agreement hereunder or by any breach by the Exhibitor of these Conditions.
12. All damages incurred must be reported in writing to the police and to the insurance broker (or by telex or telefax) by the party involved (the Organizers or the Exhibitor). Incidences of fire, theft and burglary must be reported to the trade fair management and the police within 24 hours of such occurrence.
13. Exhibitors are obliged to maintain their exhibits and/or booth equipment properly.
14. The Exhibitor is liable for all damages caused to third parties as a result of its participation, including damages to buildings on the Exhibition Venue and to the exhibition halls and / or their furniture and fittings, save where such damages are covered by a local third-party indemnity insurance.
15. **Exclusion of Liability**
16. The organizer, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss injury or other damages， except for (i) death or personal injury caused to the Exhibitor, its representatives, employees, contractors or agents (ii) willfulness or gross negligence of the Organizers or its employees. Liability of Organizers for foreseeable losses or damages to the products or other property of the Exhibitor or other relevant parties or any other exhibitors or visitors shall be excluded except in case of willfulness or gross negligence of the Organizers or its employees.
17. The Organizers shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.
18. The Exhibitor shall be liable for breach of the terms of the Contract or the liabilities, litigation, claims, damages, costs and expenses incurred by the Organizer and its employees and agents in violation of the Terms and Conditions.
19. **Cancellation, Postponement and other Changes of Exhibition**
20. The Organizers reserve the right, in the case of Force Majeure (as defined in Acticle16), to cancel, postpone, alter in nature, reduce in scale, shorten or extend the duration of the Exhibition at any time without assuming any liability whatsoever to the Exhibitor.
21. Should it become necessary to postpone, curtail, extend, cancel or otherwise change the Exhibition due to Force Majeure, the Exhibitor shall not be entitled to withdraw from the contract or to claim against the Organizers or their agents or representatives, whether for losses and damages, or return of all or part of any payment made by the Exhibitor even it has waived its right to the stand allocated to him.
22. The Organizers shall not be liable for any loss sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the exhibition due to Force Majeure. In such case, the Exhibitor shall accordingly be given admission to an alternative exhibition, if any.
23. The Exhibitor shall, in such case, be required to bear a reasonable share of the costs incurred by the Organizers in preparing for such exhibition. Where the Exhibitor has placed orders with the Organizers for services supplementary to those covered by the participation fee, he shall pay the costs incurred to the Organizers as of the occurrence of Force Majeure.
24. **Force Majeure**

“Force Majeure” shall mean all events which are beyond the control of any Party to these

Conditions, and which are unforeseen, unavoidable or insurmountable, and which prevent

performance by such Party of these Conditions and other relevant contracts. Such events shall

include earthquakes, typhoons, flood, fire, volcanic eruption and other acts of nature, war, riots,

acts of public enemies, public disturbance, prohibition or act by a government or public authority, strikes, disease, epidemic or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general international

commercial practice.

1. **Final Provisions**
2. In submitting the Application form, the Exhibitor agrees to be bound by these Conditions of

Participation. Any other agreements, individual permits or arrangements shall require written

confirmation by the Organizers.

1. The terms and conditions of this contract shall be legally binding.
2. Should any of the terms herein becomes null and void, this shall not affect the validity of the

remaining terms.

1. The Organizers reserve the right to interpret, alter and amend these Conditions and to issue

additional rules and regulations at any time they consider necessary for the orderly operation of

the Exhibition. All interpretations of these Conditions and any additional rules and regulations by

the Organizers shall be final.。

1. **Governing Law**

These conditions shall be governed by and constructed in all respects in accordance with the

laws of People's Republic of China.

1. **Settlement of Dispute**

In the event any dispute arises the Parties shall attempt in the first instance to resolve such

dispute through friendly consultations. If the friendly consultation fails, conducting prosecution

should in the court of Shanghai, P. R. China