

Metalworking and CNC Machine Tool Show
3 – 7 November, 2009
Shanghai New International Expo Centre (SNIEC) - Pudong



APPLICATION FOR STAND SPACE

This contract is hereby made between the organizer **Hannover Fairs (Shanghai) Co. Ltd.** and the **exhibitor** as named below for this exhibition.

EXHIBITOR DETAILS

Company name: _____
Street: _____
City: _____ Postal code: _____
Country: _____ Managing Director: _____
Contact Person: _____ Designation: _____
Phone: _____ Fax: _____
E-mail: _____ Website: _____

TYPE OF COMPANY (Please ✓ tick the appropriate box)

Manufacturer	Organizer for group participation
Importer	Exporter
Distributor/Agent	Association/Institution
Other: _____	(please specify)

Form Return Address (Coordinator for International Exhibitors):

Hannover-Messe International GmbH Ms. Hongwei Li / Ms. Imke Selle Messegelände 30521 Hannover Germany	Phone: +49-511/89 31407 and 31423 Fax: +49-511/89 31419 e-mail: hong-wei.li@hmi.messe.de www.metalworkingchina.com
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EXHIBITS

We will be displaying the following exhibits. Please also ✓ tick the exhibit category on the attached list your product display corresponds to.

Application deadline: 30 June 2009

STAND SPACE APPLICATION (Please choose only one option)**Option 1: Individual Participation**

Shell Scheme: Rate: EUR 250,00/sqm Total Area: _____ sqm Total Cost: _____ EUR
 (minimum 9 sqm) Special Requests: _____

The package price for Shell Scheme includes:

Stand Area ∞ Wall Panels ∞ Carpeting ∞ 1 Reception Desk ∞ 2 Chairs ∞ 1 Electric Socket (220 V) ∞ Company Sign (English/Chinese) ∞ 2 Spotlights (100 W) ∞ Catalogue Entry

Raw Space: Rate: EUR 200,00/sqm Total Area: _____ sqm Total Cost: _____ EUR
 (minimum 18 sqm) Special Requests: _____

The package price for Raw Space includes:

Stand Area ∞ Catalogue Entry

Option 2: International Pavilion

Service Area for International Pavilion Exhibitors: Information Counter with Contact Person on-site during the whole Exhibition (English Speaking) ∞ Telephone and Fax Machine (IDD Connection), Internet access, Photocopier (Services will be invoiced based on actual usage) ∞ Snacks & Soft Drinks ∞ Lounge Area

Group Stand Package International Pavilion Rate: EUR 265,00/sqm Total Area: _____ sqm Total Cost: _____ EUR
 (minimum 9 sqm) Special Requests: _____

The package price for International Pavilion includes:

Stand Area ∞ Wall Panels ∞ Carpeting ∞ 1 Table ∞ 4 Chairs ∞ 1 Info Counter ∞ 2 Spotlights (100 W) ∞ 1 Electric Socket (220 V) ∞ Company Sign (English/Chinese) ∞ Catalogue Entry ∞ 1 Waste Paper Basket ∞ 1 sqm lockable Storage Room

Note: The organizer reserves the right to alter the size of the stand slightly
 Space allocation will be assigned by the organizer

CO-EXHIBITOR

We register the following company as a **Co-exhibitor** according to the Terms & Conditions for Participation (please photocopy this form if you apply for more than one Co-exhibitor). Co-exhibitors are free of charge.

Company name: _____

Street: _____

City: _____ Postal code: _____

Country: _____ Managing Director: _____

Contact Person: _____ Designation: _____

Phone: _____ Fax: _____

E-mail: _____ Website: _____

EXHIBITOR UNDERTAKING

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

DECLARATION BY THE EXHIBITOR

We agree that this application, when approved by the organizer, shall constitute, together with the Terms & Conditions for Participation annexed hereto, and any additions which may be made pursuant to the said Terms & Conditions, a valid and legally binding contract. We have read and agreed fully to the Terms & Conditions for Participation.

Name of authorized signature

Designation

Date

Signature

Company stamp / Chop

Mode of Payment:

Exhibitors are required to make an advanced deposit of 25% of the total charge for the space applied for. After receipt of the application form we will issue an invoice. The advance deposit will be credited to your account and set off against the final invoice for stand rental.

Cheques/Bank drafts are to be made payable to: Hannover-Messe International GmbH

Telegraphic transfers are to be wired to our bank account as follows:

Hallbaum-Bank Hannover

IBAN

BIC/SWIFT

BLZ

Acc.-Nr.

DE79 250 601 80

0000106005

HALLDE2H

Register- Nr. 81 HR B 1975

Place of jurisdiction: Hannover

Tax-Nr. 25/209/03206

EXHIBIT CATEGORIES (PLEASE ✓ TICK THE BOXES YOUR EXHIBIT PROGRAM CORRESPONDS TO):

- 1. Machine Tools**
 - 1.1 Turning Machines (Lathes)
 - 1.2 Drilling Machines
 - 1.3 Boring Machines
 - 1.4 Milling Machines
 - 1.5 Machining Centres
 - 1.6 Flexible Manufacturing Cells and Unit Heads
 - 1.7 Transfer Machines and Unit Heads
 - 1.8 Grinding Machines
 - 1.9 Tools Grinding Machines
 - 1.10 Gear Cutting and Finishing Machines
 - 1.11 Planning, Shaping, Slotting and Broaching Machines
 - 1.12 Sawing and Cutting-Of Machines
 - 1.13 Screwing and Threading Machines
 - 1.14 Honing, Lapping and Polishing Machine
 - 1.15 Deburring Machines
 - 1.16 Sheet Metal Cutting Machines
 - 1.17 Sheet Metal Blanking, Punching Machines
 - 1.18 Sheet Metal Forming Machines
 - 1.19 Sheet Metal Working Cells and Systems
 - 1.20 Presses
 - 1.21 Presses for Special Applications
 - 1.22 Bar, Section and Tube Working Machines
 - 1.23 Wire Forming Machines
 - 1.24 Machines for the Production of Bolts, Nuts, Screws and Rivets
 - 1.25 Metal Forming (Massive) Machines
 - 1.26 Electro Erosive and Electromechanical Machining
 - 1.27 Machines for Marking and Engraving
 - 1.28 Machines Tools for Educational Purposes
 - 1.29 Parallel Kinematic Machines
 - 1.30 Micro Machining
- 2. Other Machines**
 - 2.1 Welding and Gas Cutting Machines
 - 2.2 Heat Treatment Equipment
 - 2.3 Machines and Systems For Use in Surface Technology
 - 2.4 Rapid Prototyping
- 3. Tooling**
 - 3.1 Cutting Tools
 - 3.2 Forming Tools
 - 3.3 Abrasive Tools and Products
 - 3.4 Hand Held Tools
 - 3.5 Tooling Devices and Tooling Systems
 - 3.6 Tool Presetters and Balancing
 - 3.7 Workholding
 - 3.8 Dies and Moulds
 - 3.9 Components for Dies and Moulds
- 4. Parts, Components, Accessories**
 - 4.1 Accessories
 - 4.2 Mechanical Components
 - 4.3 Hydraulic and Pneumatic Components
 - 4.4 Electrical and Electronic Equipment for Machine Tools
 - 4.5 Control and Drive Systems
 - 4.6 Lubrication and Cooling
 - 4.7 Materials
 - 4.8 Equipment for Waste Disposal, Safety and Environment
 - 4.9 Workshop Equipment
- 5. Metrology**
 - 5.1 Measuring
 - 5.2 Testing
 - 5.3 Image Data Processing, Quality Control and Software
- 6. Services**
 - 6.1 Services

TERMS AND CONDITIONS FOR PARTICIPATION

By registering for the event, the applicant/exhibitor accepts in all respects in a legally binding manner the following Specific Conditions for Participation in Metalworking and CNC Machine Tool Show 2009 (hereafter MWCS) (Part A) as well as the General Conditions for Participation in Deutsche Messe AG events on the exhibition grounds of the Shanghai New International Expo Centre (Part B). They form the legal basis for the exhibitor's participation in the event.

Part A: Specific Conditions for Participation in MWCS 2009

Definitions

Event:

MWCS 2009 which will take place on the exhibition grounds "Shanghai New International Expo Centre" in Shanghai/Pudong (China) from **03. – 07.11.2009**

Organizer:

Hannover Fairs (Shanghai) Co. Ltd

Coordinator of International Exhibitors

Hannover-Messe International GmbH, Subsidiary of Deutsche Messe AG, Hannover (Germany)

Exhibitor:

Every natural or legal entity, firm, or other organization to which a display space has been rented at the event.

Chinese exhibitor:

Exhibitors whose residence, firm or branch domicile is in the People's Republic of China, but outside the Special Administration Zone of Hong Kong and Taiwan.

Non-Chinese exhibitor:

Exhibitors whose residence, firm or branch domicile under which they have registered their participation in the event and have been admitted is outside the People's Republic of China or within the Special Administration Zone of Hong Kong or Taiwan. Taiwan and Hong Kong exhibitors will be treated as non-Chinese exhibitors.

Co-exhibitor:

Every natural or legal person, firm or other organization that displays its own products or services at an exhibitor's stand, without itself being an exhibitor.

Applicant:

Every natural or legal person, firm or other organization that, by using the registration forms and by accepting the Conditions for Participation for the event, has applied to participate in the event as an exhibitor.

Prerequisites for admission

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

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

All retail or cash sales to private individuals or business persons – especially of exhibition merchandise or fair samples – is prohibited. A retail or cash sale is any transfer of merchandise for payment or any supply of a service on the part of the exhibitor at the exhibition grounds.

The delivery of merchandise or supply of a service as well as payment for them – in cash, by check, credit card or in any other form – may only occur after the fair has concluded.

Transfer without payment is permitted. Other contracts may be concluded.

Fees for participation and payment deadlines

I. Fees for participation

1.) Option 1: Individual Participation

a.) Shell Scheme: (minimum 9 sqm)

Rate: EUR 250,00/sqm

The price includes: Stand Area, Wall Panels, Carpeting, 1 Reception Desk, 2 Chairs, 1 Electric Socket (220 V), Company Sign (English/Chinese), 2 Spotlights (100 W), Catalogue Entry

b.) Raw Space: (minimum 18 sqm)

Rate: EUR 200,00/sqm

The price includes: Stand Area, Catalogue Entry

2.) Option 2: International Pavilion Group Stand Package

International Pavilion: (minimum 9 sqm)

Rate: EUR 265,00/sqm

The price includes: Stand Area, Wall Panels, Carpeting, 1 Table, 4 Chairs, 1 Info Counter, 2 Spotlights (100 W), 1 Electric Socket (220 V), Company Sign (English/Chinese), Catalogue Entry, 1 Waste Paper Basket, 1 sqm Lockable Storage Room

II. Value-added tax and Business tax

All fees listed are exclusive of statutory value-added tax. The Chinese Business Tax (5%) is including.

III. Payment deadlines, default of payment

1. Immediately after applying to participate in the event, the exhibitor must pay a sum amounting to 25% of the participation fee for the reserved exhibition area (advance rent). Payment of the advance rent is a precondition for further processing of the application for participation.

2. The participation fee will be charged to the exhibitor directly after the stand rental contract comes into legal effect (cf. clause 2 of Part B of the Conditions for Participation). The advance rent received will be deducted from the participation fee. The balance shall be paid within 2 months before the commencement of the exhibition. If a payment is not received by the stipulated due date, default of payment shall take effect automatically and without notification. Hannover-Messe International GmbH shall be the Collecting Agent for the organizer in respect of non-Chinese exhibitors.

3. If the invoice is issued after the specified date of default, payment is due either by the deadline stated on the invoice or else seven (7) days after the date of the invoice.

4. If there is a default in payment, the organizer reserves the right to charge default interest from the due date at an interest rate of 15% per annum. Irrespective of charging default interest, the organizer reserves the right to terminate the stand rental contract as per clause 9, paragraph 6 of the General Conditions for Participation (part B).

IV. Construction and dismantling periods

Construction: 31 October until 02 November 2009
Dismantling: 08 November 2009

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

Part B: General Conditions for Participation in events of Deutsche Messe AG and its subsidiaries at the exhibition grounds of the Shanghai New International Expo Centre Co. Ltd., Shanghai/Pudong (China)

1. General

The following General Conditions for Participation in events at the exhibition grounds of the Shanghai New International Expo Centre Co. Ltd. (SNIEC) apply to the rental of display space to exhibitors at trade fairs and other events that a company (subsidiary) of Deutsche

Messe group (herein called "Organizer") organizes at the SNIIEC exhibition site. They complement the Specific Terms for participation in the event (Part A), which the exhibitor has also accepted by registering.

Transferring the rights and obligations arising out of this rental contract to third parties is permitted only to the extent provided in these Conditions for Participation or upon previous consent in writing of the organizer.

2. Concluding the contract

Companies apply to participate in the trade fair and to rent display space by submitting the completed registration form, signed in a legally binding manner. The organizer reserves the right not to process the exhibitor's registration until the advance rent (Part A, Specific Terms for Participation, Clause III, No.1) has been credited in full to the organizer's account.

The contract between the exhibitor and the organizer concerning legally binding participation in the event and the rental of display space takes effect when the exhibitor receives written confirmation from organizer of the allocation of display space at the event (stand confirmation). If the contents of the stand confirmation and the application differ, the contract shall be concluded on the basis of the stand confirmation unless the exhibitor objects in writing and this objection is delivered to the organizer no later than two (2) weeks after the date of stand confirmation. If the contract an exhibitor's objection leads to non-conclusion of the contract, the organizer will refund the advance rent paid by the exhibitor.

3. Allocation of display space

The organizer is responsible for allocating display space. The exhibitor shall not be entitled to allocation of any particular space, nor for allocation of space in any particular area of the tradeshow. Any illegally registered corporate or any booth transfer without the organizer's permission is strictly forbidden by the show organizer. The organizer reserves the right to reject any unregistered exhibitors or co-exhibitors to attend the exhibition, as well as exhibitors with exhibits not in accordance with show exhibits category.

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

In such a case, if the change constitutes an unreasonable infringement of the exhibitor's interests, the exhibitor shall be entitled to give written notice of withdrawal within one (1) week of receiving notification of the change. The exhibitor shall not be entitled to any reimbursement of the expenses incurred. The advance rent and participation fee already paid will be refunded.

4a. Stand construction and stand design

Stand construction, design and safety are the responsibility of the exhibitors having chosen a raw space option, who are obliged to ensure that everything is carried out in accordance with all applicable regulations and statutory guidelines as well as SNIIEC's Technical Guidelines, which form a constituent part of these Conditions for Participation.

For exhibitors having chosen the option stand space with stand construction (both individual exhibitors and pavilion exhibitors), no structural alterations may be made to display stands or their fittings; this also applies to taping, gluing, painting, etc. The exhibitor shall be liable for any loss of or damage to the stand or its fittings, irrespective of cause, and shall pay the cost of restoring the stand to the condition it was in at the start of the rental contract. Exhibitors are therefore advised to take out appropriate insurance cover. The insured value should be set at twice the event participation fee.

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

Stands must be staffed during opening hours and be filled with exhibits.

Displaying prices on exhibits is prohibited, as are references to suppliers, customers or sales figures for the goods on display.

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

4b. Intellectual Property Rights

The exhibitor assures that to all the exhibits on display, he either owns the intellectual property rights, or has the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, he agrees to remove the infringed exhibits from display immediately and will not use this reason to request back any participation fee.

The exhibitor assures that his corporate name is legally registered, valid and effective. The exhibitor is not allowed to attend the exhibition with other corporate name.

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

5. Co-exhibitors

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

A firm must be registered as a co-exhibitor if it is represented within the display space rented by an exhibitor or organizing body and meets either of the following conditions:

- The firm is represented alongside an exhibitor with its own staff and exhibits.
- The firm is represented alongside an exhibitor without its own staff but with its own exhibits (brochures or printed matter not counting as exhibits) whilst itself not being an exhibitor.

Further, these Conditions for Participation apply also to co-exhibitors insofar as they are relevant; the exhibitor must make its co-exhibitors aware of these Conditions for Participation and the terms complementing them and is legally responsible to the organizer for co-exhibitors' compliance with them.

If several firms wish to rent a stand together, they are obliged to designate a common representative in their registration. Irrespective of this, each of the participating exhibitors is obliged to furnish the stand with its own samples and to staff it with its own personnel.

If a third party is involved in constructing the stand or is otherwise involved in arranging the exhibitor's participation in the trade fair, the exhibitor can authorize the former in writing, by providing the third party's address, to order services in a legally binding manner or to make other statements in connection with participation in the trade fair on behalf of the exhibitor and possible co-exhibitors. All further documents relating to the event (stand confirmation, offer of services, Technical Guidelines, etc.) will be remitted to the firm designated as the representative acting on behalf of the exhibitor.

6. Terms of payment

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

Non-Chinese exhibitors are required to pay all invoice amounts to the organizer or its Collecting Agent in Euro. Chinese exhibitors are required to pay all invoice amounts to the organizer in RMB. All payments must be transferred in full and without deduction of any bank charges or other fees to one of the accounts stated on the invoice. If payment is not made within the period stipulated, the organizer or its Collecting Agent is entitled to charge default interest. In the case of default in payment by the exhibitor, the organizer may terminate the latter's stand rental contract.

The exhibitor can only set off counterclaims against participation fees due, fees for services and other claims arising out of the contractual relationship if its claims are undisputed or confirmed by judicial or arbitration award. If an exhibitor does not meet its payment obligations, the organizer can retain the exhibits and the stand fittings, and auction or sell them privately at the exhibitor's expense. The proceeds attained from this will be offset against outstanding payments owed by the exhibitor after deducting any costs arising from the auction or sale. The statutory regulations on the realization of liens are – to the extent that that is legally permitted – excluded.

The same applies in the event that the exhibitor ceases payment, or an application is made for a judicial insolvency procedure in respect of the exhibitor's assets, or if the exhibitor's firm is in liquidation. If the organizer becomes aware of the facts leading to its cancellation or termination of contract no later than two (2) months before the opening day of the fair, and if it succeeds in renting the exhibitor's space to another company, then the organizer is entitled to claim compensation amounting to 25% of the participation fee. If the conclusive facts become known to the organizer only after this deadline, or if the organizer is unable to rent the stand space to another company, the exhibitor is obliged to pay the full participation fee.

It is not considered to be a re-letting if, for aesthetic reasons, the space not used by the exhibitor is allocated to another exhibitor without the organizer deriving further proceeds from re-letting the space previously allocated to the relocated firm. Nor is it considered to be a re-letting if in a respective exhibitor group still unoccupied areas remain available or the organizer, as the result of a cancellation, has to re-plan the returned and the adjoining display spaces.

7. Reservations

The performance of all services is subject to available capacities.

The organizer is entitled to postpone, curtail, temporarily close wholly or in part or cancel the event for a substantial reason (e.g. labor dispute, force majeure, inadequate turnout). In the case of complete or partial postponement or curtailing, the contract is considered to apply to the altered period, unless the exhibitor objects in writing within a period of two (2) weeks after being advised of the alteration. Discounts on any agreed fees and reimbursement of any expenses incurred by the exhibitor in respect of the event running as previously anticipated are hereby expressly excluded.

8. Exclusion of liability

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

The organizer further excludes any claim for reduction in rent as well as liability for detriment and damage that exhibitors incur because of defects in the rental object, because of false information in allocating space, stand construction or approval of stand design, the exhibitor's catalogue entry as well as because of changes in stand size and other defective services that are not objected to immediately in writing – unless the organizer is obliged to take responsibility for these because of intentional act or gross negligence. This limitation of liability also applies to organizer's staff, agents and/or sub-contractors.

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

9. Premature termination of the rental contract

If, after a binding registration has been completed or a contract concluded, the organizer by way of exception accepts a request by the exhibitor for a complete or partial cancellation of the contract for participation in the group pavilion, then the exhibitor shall pay a flat cancellation fee to the organizer as compensation. If the exhibitor proves that the actual loss suffered by the organizer is nil or materially less than the amount of the cancellation fee, then the cancellation fee shall be reduced accordingly. The amount of the flat cancellation fee depends on

- when, in relation to the opening of the fair, the organizer receives the exhibitor's binding written notice of cancellation of registration or of his/her contract with the organizer, and
- the participation price that would have been payable for the cancelled stand registration (see Part A of the Conditions for Participation), as set out in the scale of cancellation fees below.

A case of re-letting is not constituted if, for optical reasons, the area not used by the exhibitor is allocated to another exhibitor without the organizer deriving further proceeds from re-letting the area previously occupied by the company displaced. Nor can a space be considered re-let if unoccupied stand space is still available in the relevant exhibitor group or the organizer as a result of the cancellation has to re-plan the stand area given back and the adjoining stand areas.

Scale of cancellation fees:

Time by which cancellation is received by the organizer or his agent	Compensation based on the regular participation fee and on the registered or confirmed stand area
Less than two months before the opening day of the fair	100%
Less than three, but not less than two months before the opening day of the fair.	50%
Less than four, but not less than three months before the opening day of the fair.	25%
Four months or longer before the opening day of the fair	10%

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

Without prejudice to any rights to pursue additional claims for damages or compensation, the organizer reserves the right to rescind the rental contract or terminate the same with immediate effect if the exhibitor fails to meet his/her obligations under the rental agreement, the Conditions for Participation or provisions supplemental to the same despite having been afforded a grace period to do so. The organizer's right of termination with immediate effect shall also apply if the exhibitor does not meet the conditions precedent on which the contract was based or if said conditions precedent subsequently ceases to be met. In particular, the organizer's right of termination with immediate effect shall apply if the exhibitor changes his/her manufacturing range to such an extent that it no longer accords with the official index of display categories for the fair. The same shall apply if the exhibitor stops making payment to the organizer, if insolvency or similar proceedings are instituted against the exhibitor's assets in accordance with the laws of the exhibitor's country of origin, or if the exhibitor's company is in liquidation.

If the stand rental contract is terminated for one of the reasons stated in the preceding paragraph, then the organizer shall likewise be entitled to a cancellation fee. The amount of the fee will be calculated with reference to the same criteria applicable to cases of cancellation by the exhibitor. The point in time upon which calculation of the cancellation fee is based is the time when the organizer is apprised in writing or the facts warranting cancellation.

10. Supplementary terms

Constituent elements of the rental contract are the house rules of SNIEC, the official index of product categories, published organizational information and any technical bulletins or other terms that are sent to the exhibitor prior to the fair. In particular, any services described in the *Services* manual as obligatory – some of which may be subject to charge – are considered as accepted, e.g. catalogue entry of company details or the provision of exhibitor passes.

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

All claims of the exhibitor against the organizer are to be made in writing. Any claims lapse within 6 months, beginning from the last day of the event. Any Agreements that deviate from or amend these terms or the terms complementing them must be in writing.

12. Applicable law, place of jurisdiction

a) non-Chinese exhibitors

This contract is subject to the law of the Federal Republic of Germany if it is made with non-Chinese exhibitors (see Conditions for Participation Part A for the definition).

The place of jurisdiction is Hannover, Germany. However the organizer or his Collection Agent reserves the right to bring its claims at the court of the place in which the exhibitor is domiciled.

b) Chinese exhibitors

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

In the event of any dispute between the Parties in relation to this contract and such dispute has not been resolved by friendly consultation within thirty days after written notice by any Party to the other Party requesting such consultation then any Party may initiate arbitration procedures. The arbitration shall be conducted under the Rules of Arbitration of the China International Economic and Trade Arbitration Commission (CIETAC) by the CIETAC Commission Shanghai Branch. Venue of arbitration shall be Shanghai. The arbitration award shall be final and binding among the Parties.