Part I Space Application

Please complete and return this form to:
Ms. Yan Jiang
Messe Düsseldorf (Shanghai) Co., Ltd.
Unit 1209, Landmark Tower 1, 8 North Dongsanhuan Road, Beijing 100004, China
Tel: +86-10 6590 7101-ext. 8602 Fax: +86-10 6590 7347
Email: yan.jiang@mds.cn
Website: www.medicalfair.cn

Registered company name: ________________________________

Short for company name( marked in the floor plan, less than 15 letters): ________________________________

Address: ____________________________________________

Country / Region: __________________________ Postal Code: __________________________

Tel: __________________________ Fax: __________________________ Email: __________________________

Contact Person: __________________________ Mobile: __________________________

Job Title: __________________________ Website: __________________________

Cost of Participation

☐ Shell Scheme 2,100 RMB/sqm (Minimum size: 9 sqm)

☐ Raw Space 1,800 RMB/sqm (Minimum size: 36 sqm)

_______m x _______m = _______ sqm. Total cost (RMB): _________

_______m x _______m = _______ sqm. Total cost (RMB): _________

*Shell Scheme Package Stand: Wall construction, 3 chairs, 1 information desk, 3 spotlights, socket, wastepaper basket, 1 brochure holder

Please tick your product categories

☐ Medical digital imaging products
☐ Optical and electronic products
☐ In vitro diagnostic products
☐ Minimally invasive instruments, implantable and interventional medical devices
☐ Operating room equipment
☐ Laboratory equipment
☐ New medical consumables
☐ First aid and care products
☐ Rehabilitation devices and equipment
☐ Home medical equipment
☐ Smart medical products
☐ Medical equipment raw materials, components, accessories and software products
☐ Others __________________________

Please list your products in detail: __________________________

__________________________________  __________________________
Company stamp and legally binding signature  Date

In submitting this Space Application Form, the exhibitor agrees to all points of the Conditions of Participation specified in Part II and confirms to have received them.
Special Statement: these Conditions contain the terms that expressly exclude, restrict the liability of the Organizers or restrict the rights of the Exhibitor. These terms and conditions are deemed to be of the greatest importance. They have been prepared with the greatest care. Any clarifications or comments on these terms and conditions are hereby excluded. The Exhibitor warrants to check the terms and conditions carefully with due care and attention. Any term or condition which is contrary to these terms and conditions shall be deemed to be void.

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:

(a) “Organizer” means Messe Düsseldorf (Shanghai) Co., Ltd.

Contact Address: Unit 307, Tower 1, German Centre for Industry and Trade, No. 2972 Keyuan Road, Shanghai Hi-Tech Park, Pudong, Shanghai 201203, P.R.China

Tel: (86 21) 6169 8330 / Fax: (86 21) 6169 8301

E-mail: sales.mdeurope@messe-düsseldorf.com / Website: www.mdes.com

Hereinafter referred to as MDS

(b) Services and facilities for “Space only” options: Hall area without constructing structure.

Any additional technical services required, e.g. power, security, connection of water, local road access, etc., may be provided additionally by the Organizers at an extra charge and can be subscribed by using special order forms by the Exhibitor. Fees for supplementary services other than the participation fee, and any subscription for services shall be agreed or charged according to the Organizers’ published price lists valid at the time of the event.

The rates published by the Organizers are fixed prices and the Exhibitor shall be deemed to have acknowledged and accepted the quoted rates. The Organizers and the Organizers or of any amendment to the legal terms and fees after the Exhibitor has been admitted, the Organizers shall be entitled to adjust the published rates and charge the fees or the balance from the Exhibitor at the adjusted rates.

6. Application for Registration

Application information must be submitted by using the enclosed form ("Application Form"), acknowledging the acceptance of these Conditions of Participation. The completed Application Form bearing a signature and stamp of the Exhibitor shall be submitted online to Messe Düsseldorf (Shanghai) Co., Ltd. Please refer to application form for their contact information.

Conditions or other terms of reservations or amendment of rights and interests specified by the Exhibitor in the Application Form shall only become part of the contract if the contracts and relationships between Organizers and Exhibitor if accepted in writing by the Organizers. Requests for specific exhibiting sites do not form part of the contract and only upon receipt by the Organizers shall the application for participation be deemed to have been submitted. In submitting the Application Form, the Exhibitor expressly agrees that it will act at any time during the application for participation and/or participation of Participants shall be processed by the Organizers in the order received. Any application received after the start of space allocation can only be considered if sufficient space is available. Any required services offered by the Exclusive Services Provider must be subscribed through the Organizers.

7. Admission

In principle, only those Exhibitors whose exhibit range is within the theme the Exhibition shall be admitted to the Exhibition. The Exhibitor does not have legal right to require admission.

The Exhibitors shall have sole and absolute discretion to decide whether to approve the applications for registration of exhibitors and exhibits. Any company which has failed to perform its financial obligations owing to the Organizers or their Affiliates (from previous fair participation and/or under the terms of these Conditions of Participation) may be rejected by the Organizers.

Until an Exhibitor’s application has been accepted in writing (“Admission Notice”) by the Organizers, no rights to participation will be granted to the Exhibitor notwithstanding payment or an acceptance of the full rental paid together with the Exhibitor’s application for participation. The Exhibitor may decline any application without giving any reason. The date of the Admission Notice issued by the Organizers shall form the commencement of the Contract for participation between Organizers and Exhibitors.

The Organizers shall be entitled to revoke any admission if such admission was based on misunderstanding, false information or if the conditions for approval no longer apply.

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.

If through no fault on the part of the Organizers the space allocated no longer be used by the Exhibitor, the Exhibitor shall not be entitled to the participation fee, free of interest. No claim for further damages shall be submitted.

Following admission by the Organizers (or conclusion of contract), the obligation to pay the participation fee shall be and remain legally binding on the Exhibitor, even if the authorities in the exhibiting country do not approve, in whole or part, the Organizer’s import or export requirements, or if the Exhibitor and/or its agents do not arrive at the Exhibition Venue in time or to arrive at all (e.g. owing to, delays in transportation by customs, or if the Exhibitor or its Agent is late for or unable to attend the Exhibition.

Should the Exhibitor or its agent fails to take over the allocated stand area two days prior to the beginning of the Exhibition Period, such area may be otherwise utilised by other exhibitors determined in its absolute discretion. This shall not release the Exhibitor from its contractual obligations or entitle him to a demand for refund or lodge any other claims against the Organizers.

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. Products or companies other than those specified on the Admission Notice cannot be advertised on the stand.

8. Terms of Payment

The currency of invoice is in RMB.

Participation fee set forth in Article 5 hereunder shall be paid by the Exhibitor. Receipts of the Admission Notice from the Organizers, full payment must be made within 7 days after receipt of the Payment Notice.

(a) The Organizers reserve the right to demand additional non-interest deposit(s) from the Exhibitor at any time as a guarantee for the cost of actual or potential damage.

(b) If the Exhibitor, for whatever reason, withdraws its application, given its participation in the Exhibition, the Organizers reserve the right that the Organizers have sent the Admission Notice, the Exhibitor shall nevertheless pay the participation fee (as defined in points 5 of this Conditions of Participation) and all fees and charges paid previously will not be refunded.

(c) Charges for other services, separately subscribed services or goods shall be payable at the time of performance or on the date of receipt of the invoice at the latest.

(d) All payments shall be payable to Messe Düsseldorf (Shanghai) Co., Ltd. Incurred charges and exchange charges and must be made by bank draft or direct transfer to:

Messe Düsseldorf (Shanghai) Co., Ltd.

Account: 1017-91011104

HGB: Shanghai FC, 201203

HBC: China (Company) Limited/Shanghai Swift Code: HSCBCHSHN

Account: 920-004476-001 (RMB)

(e) In case the Exhibitor fails to pay all or part of the payments, the Organizers shall be granted a right of lien in respect of the equipment and exhibits within the Exhibitor’s stand (the "Lien Items") on the understanding that the Organizers are entitled to realise and / or sell the Lien Items in order to settle the owed payments. The Organizers shall not be held liable for damages to / losses of the Lien Items arising from such realisation and / or sale.

(f) 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.

(g) In case of default by the Exhibitor of payment of any sum according to these Conditions of Participation and contractual stipulations, interest shall be charged on the outstanding amount at a rate of 15% p.a. Where payments are not made in due time, the Organizers shall, without prejudice to other remedies and rights available henceforth, 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. The above provision shall also apply to the circumstances that the Exhibitor makes the payment in due time in case of withdrawal of its application for participation or non-participation (Article 9 of the Conditions of Participation).

9. Withdrawal or Non-Participation

The Exhibitor shall not be entitled to withdraw his registration or reduce the fair participation of its stand in form of registration. Both the participation fee and any other costs actually incurred by the Organizers must be paid. Withdrawal by the Exhibitor or any waiver is of a written declaration to the effect. The Exhibitor shall inform the Organizers thereof at once.

10. Termination Rights

The Organizers shall have the right to terminate in writing the Exhibitors participation in the Exhibition in the event of any of the following events, and at the same time to reserve the right to require the Exhibitor to indemnify all the losses incurred:

(a) If the Exhibitor or any of its representatives or Affiliates commits a breach of their obligations hereunder or of any applicable Rules and Regulations;

(b) If the Exhibitor becomes bankrupt or insolvent, or enters into a liquidation whether compulsory or voluntarily or enters into arrangement regarding its debts 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 ;

(c) If the Exhibitor or its Affiliates 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;

(d) 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.

(e) If the exhibit space is not occupied by the Exhibitor by 9:00 am on the first exhibition day of the Exhibition Period, the Exhibitor shall be deemed to have cancelled his participation space and ordered and the Organizers shall have the right to use such space as it deems appropriate. In such case the Organizers 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.

(f) If the Organizers in their sole and absolute discretion decide to disqualified the Exhibitor from the Exhibition prior to issuance of the Admission Notice.

11. Exhibits

All exhibits must be listed separately on the registration form with an exact description of the display of the exhibits. The display of unfair exhibits or goods whose description entails noise requires the prior written consent and approval of the Organizers. 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.

12. Use of Site & Safety

12.1 Precautionary measures such as guards or other means of protection must be taken by the Exhibitor to protect the premises from being harmed by any moving or working exhibits. Such moving or working exhibits shall only be demonstrated or operated by personnel who shall not be left unattended and in the absence of such persons. Display of such working or moving exhibits must have the Organizers’ prior written approval.

12.2 Any musical performance, including the use of music recording for fashion shows, requires the permission of the Organizers and related authorities.

12.3 The Exhibitor and its Affiliates may only distribute the Publicity Materials at its own stand or Shell Booth. No advertising, promotional or any other business may be carried anywhere else within the Exhibition Venue. No exhibitions or advertising signs shall be placed outside the confines of the Exhibitor’s stand.

12.4 No stickers, posters, hangers or other materials shall be allowed to hang on fascia boards.

12.5 Gas-filled balloons shall not be permitted at the Exhibition Venue under any circumstance.

12.6 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 services and shall be duly authorized to be responsible for negotiation and conclusion of contracts for the sake 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.

12.7 The Exhibitor and its Affiliates shall observe the on-site management of the Exhibition Venue and keep their premises and the premises of the management agent. Any action of the Exhibitor and its Affiliates shall be deemed to be a behavior of their representatives. The Exhibitor shall indemnify the Organizers in case the Organizers have to assume liability to third parties due to violation of these Conditions of Participation by the Exhibitor or its Affiliates.


The Exhibitor Service Manual is a constituent part of these Conditions of Participation and the agreement entered into by the Exhibitor. The Exhibitor Service Manual shall be handed over to the Exhibitor at the latest with the Admission Notice.

14. Exclusion of Liability

14.1 None of the Organizers, 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, (ii) wilful or negligent act of the Organizers’ representatives, employees, contractors or agents (iii) willful 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 if such losses or damages are caused by willful or gross negligence of the Organizers or its employees.

14.2 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.

14.3 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, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to the conduct or any breach or by any breach by the Exhibitor of these Conditions.

14.4 The Exhibitor shall be responsible for taking out insurance which should include but not be limited to its displays, exhibits and stands against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall present such policy of insurance to the Organizers upon request. The Organizers shall not be liable for any loss or damage caused by an act or omission of the Exhibitor or its representatives, employees or agents to any property of the Exhibition Venue, other exhibitors or the Organizers.

14.5 In order to protect its own benefits, the Exhibitor shall take out insurance against all potential liabilities imposed on it in these Conditions as well as possible legal liability for negligence and shall present such policy of insurance to the Organizers upon request. The Organizers shall not be liable for any loss or damage caused by an act or omission of the Exhibitor or its representatives, employees or agents to any property of the Exhibition Venue, other exhibitors or the Organizers.

14.6 The Organizers reserve the right to exercise a general lien over any property the Exhibitor has in the Exhibition Venue in respect of all payments due to the Organizers (including claims for damages) in connection with the Exhibition.

15. Waiver

The waiver by the Organizers of any of these Conditions shall not prevent its implementation of these Conditions and shall not be deemed to act as a waiver of any right available in respect of any breach of these Conditions.

16. Circumstances

16.1 Once the stand areas have been allocated, the Exhibitor will receive circulars stating information regarding the time limits for the making information and the consequences arising from disregarding these circulars shall be borne by the Exhibitor.

16.2 The Exhibitor shall abide by the rules and regulations of the Exhibition Venue and such other documents, which are deemed to be integral parts of and incorporated into these Conditions. In the event of conflict between the provisions of these Conditions and the regulations of the Exhibition Venue, these Conditions shall prevail. Copy of the rules and regulations of the Exhibition Venue is available from the Organizers on request by the Exhibitor.

17. Cancellation, Postponement and Other Changes of Exhibition

The Organizers reserve the right, in the case of Force Majeure (as defined in Art.16), to cancel, postpone, alter, in Nature, reduce in scale, shorten or extend the duration and/or to extend the time limit and/or to modify or cancel the Exhibitor’s exhibit. Should it become necessary to postpone, extend, cancel or otherwise change the Exhibition due to Force Majeure, the Exhibitor shall not be entitled to withdraw from the contract or claim against the Organizers or their agents or representatives, whether for losses and damages, or return of all or any part of any payment made by the Exhibitor even it has waivered its right to the stand allocated to him. Article 9 of the Conditions of Participation shall apply accordingly.

18. 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 all 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 any government or public authority or any of its agents, including MDS, (H1N1) bird flu, H1N1 or any other event which cannot be foreseen, prevented, controlled, included, excepting which is accepted as Force Majeure in general international commercial practice.

On the part of the Organizers non-issuance of the license for the Exhibition or non-availability of the Exhibition Venue shall be deemed as Force Majeure unless such event is solely attributable to the Organizers.

In case of a Force Majeure event, the affected obligations of one Party under the contract shall be suspended during the period it is affected by such event and it shall be automatically extended by a period equal to such suspension, and such Party shall not be liable to the other Party for any fine or liability in connection of any damage caused by such Force Majeure event.

The Party claiming Force Majeure event shall forthwith notify the other Party in writing and provide sufficient evidence supporting the occurrence of such Force Majeure event and the duration thereof. The Party claiming Force Majeure event shall take all necessary steps to terminate such Force Majeure event and mitigate the influence thereof.

The eventual Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure event.


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.

The Chinese and English version of these Conditions of Participation shall be equally valid and binding.

If there is no other arrangement subject to the prior consent of the Organizers, the terms of payment hereunder is Shanghai.

Should any of the terms herein becomes null and void, this shall not affect the validity of the remaining terms.

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 and binding.

If the Exhibitor does not raise any written request to the Organizers within six months after end of the Exhibition Period, the Organizers shall be deemed to have completely performed their contractual and legal obligations as agreed in these Conditions, and it is hereby agreed that the Organizers shall under no circumstances damage the lawful rights and interests of the Exhibitor and, objectively, the Exhibitor is unable to discover or notice the above actions of the Organizers within the above time limit.

The Exhibitor shall bear all costs and expenses (including all the Legal costs) incurred by the Organizers in the recovery of any payment payable to it by the Exhibitor or in the implementation of any term of these Conditions.

The Exhibitor must strictly observe the stipulations on time of payment to the Organizers under these Conditions.

All notices, demands or other communications required or permitted to be given or made under these Conditions shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the designated address thereat of any Exhibitor specified in these Conditions or in the Application Form (as the case may be), or such other address notified by such recipient. Any such notice, demand or communication shall be deemed to have been duly served if delivered personally or given or made by facsimile immediately (or if given or made by letter) two days after posting and in proving the same, it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

20. Data Protection

By submitting data to MDS and/or by using this Application Form the exhibitor hereby agrees to his/her consent that all personal data that the exhibitor submits may be collected, stored, processed and transferred and used by MDS for the purpose of customer management and service. MDS may use exhibitor’s personal data internally to help MDS improve their services and to help resolve any problems. As a global enterprise, MDS and its affiliates have facilities and databases in different countries. For improving customer services, MDS, from time to time, transfers personal data of customers to a database belonging to Nessos DataSciences Limited, MDS may ask contact exhibitors occasionally to inform them of new services MDS will be providing, or events or articles that will be of interest to exhibitors. If exhibitors do not wish to receive information from MDS, they may withdraw their consent given to MDS hereunder at any time by e-mailing the organizer.

The exhibitor hereby declares that, the submission of personal data of any individuals contained in this Application Form is made with the explicit informed consent of each and every individual concerned and that the concerned individual has been fully informed about the purpose for which personal data is collected and processed by MDS. In this regard, the exhibitor will indemnify and hold harmless MDS from any liabilities, claims, losses or suits, including attorney fees, arising out of or in connection with any dispute with each and any individual concerned due to breach of applicable data protection laws and regulations.

21. Governing Law and Settlement of Dispute

The validity, interpretation and implementation of these Conditions of Participation and the settlement of any dispute arising from or in connection with these Conditions of Participation shall be governed by the laws of the People’s Republic of China (“China”). For the purpose of these Conditions of Participation, the laws of China shall not include the laws of the Hong Kong SAR, the Macao SAR and Taiwan.

In the event any dispute arises between the Parties out of or in relation to these Conditions, including any dispute regarding its breach, termination or validity, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations.

If the dispute has not been resolved by friendly consultations within thirty (30) days after one Party has served written notice to the other Party requesting the commencement of such consultations, it shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration according to the rules of CIETAC. The arbitration award shall be final and binding upon the concerned Parties. The venue for the arbitral proceedings shall be Shanghai, China. The language of the arbitral proceedings shall be English and Chinese. The costs of the arbitration shall be borne by the Party specified by the award or by both Parties.

Upon and after the submission of any dispute to arbitration, the concerned Parties shall continue to perform these Conditions, except those under arbitration.