

CONTRACT FOR SPACE

Company Name			
Address		Website	
Contact Person		Title	Mobile
Tel		Email	
Exhibits			
Company Profile	<input type="checkbox"/> Cut flower/leaf <input type="checkbox"/> Potted plant <input type="checkbox"/> Nursery stock/Foliage plant <input type="checkbox"/> Seed/seedling/bulb <input type="checkbox"/> Green project <input type="checkbox"/> Greenhouses <input type="checkbox"/> Gardening equipment/tools <input type="checkbox"/> Horticulture products <input type="checkbox"/> Fertilizer/Pesticide <input type="checkbox"/> Landscape accessories <input type="checkbox"/> Sunshade <input type="checkbox"/> Garden furniture <input type="checkbox"/> Waterscape <input type="checkbox"/> Ground cover <input type="checkbox"/> Antiseptic wood <input type="checkbox"/> Substrate <input type="checkbox"/> Other _____		

We, the undersigned firm, hereby make application for:

Raw Space: 240 €/m² (from 27 m²) Shell Scheme: 270 €/m² (from 9 m²) Co-exhibitor charge: 250 €

Hall **W1** - Area **A** Booth No. _____ m²

Note: For raw space exhibitors, a Management Fee will be charged by the venue. Shanghai Intex Exhibition Co Ltd and Messe Essen GmbH will not collect on their behalf. For detail please refer to Exhibitor Manual.

- ◆ Total Cost _____ €
- ◆ Agreement: We agree to be bound by the Terms & Conditions of the Show Management of Hortifloorexpo IPM Shanghai.
I confirm that I have read the Terms & Conditions listed overleaf.
I confirm that I have read and understood the payment terms as listed overleaf.
I confirm that I understand the cancellation charges as detailed in the Terms & Conditions.
I confirm that I am authorized to sign this document on behalf of the above company.
- ◆ Please complete and return to Messe Essen GmbH whilst retaining a copy for your files.
- ◆ Down payment (50% of the total cost) must be paid within 15 days after the effective date of contract.
- ◆ Balance payment must be paid before 10th January 2023. Exhibitor who applies booth after 15th November 2022 shall pay full amount of booth fee (one-off payment) within 15 days after the effective date of contract.
- ◆ This contract confirms one exhibitor only (the only company signs the contract). If there are two companies, a separate written application and confirmation from Show Management is required.

Signature _____

Date (Stamp) _____

Contract Confirmation

Hereunder, written by the Show Management,

We hereby confirm the above company takes:

Shell Scheme Raw Space Hall **W1** - Area **A** Booth No. _____ m²

Signature _____

Date (Stamp) _____

TERMS & CONDITIONS

- In these Conditions the following words shall have the meaning set opposite same respectively.
Exhibition: The 25th Hortifloorexpo IPM Shanghai. Show Management: Here refers to Shanghai Intex Exhibition Co Ltd and Messe Essen GmbH (for international exhibitors). Owners: The landlords of the building in which the exhibition is to take place. Exhibitors: Any person or Company to whom space is allotted at his or their request and his or their employees or agents. Exhibit: Any article referred to in the application for space. Stand: The area allotted to an exhibitor where stand erected thereon. Hall: The Hall and any area or other rooms in connection with the Exhibition. Authorities: Anybody legally authorized for making regulations. Contractors: Any person, firm or company employed by the Owners or Show Management of the Exhibitors for erection, fitting out or other work on any stand in the Exhibition.
- Time of Opening. The Exhibition will be open each day from **13th to 15th of April 2023** inclusive. The hours of opening will be **9:00 – 16:30 from Thursday 13th April to Friday 14th April, 9:00 – 15:00 on Saturday 15th April 2023**. During the period stands and exhibits must not be covered up and staff must be in attendance. **Move Out time is 15:00-21:00 on 15th April. No Move Out or dismantlement before 15:30**. Venue: Shanghai New International Expo Centre (No.2345 Longyang Rd.).
- Application and Space Reservation. Application for space must be made on the Contract for Space provided by the Show Management, and should contain details of the proposed exhibit. The Show Management reserve the rights to accept or refuse any application without assigning any reason.
On official acceptance by the Show Management of an application for space, a contract shall arise between the Show Management and the Exhibitor making the application in terms of these Conditions, subject to variation as mentioned and as regards space allotted the regulations shall immediately arise and continue between the Show Management and the Exhibitor. In the case of non-payment of any sum payable by the Exhibitor to the Show Management or of the breaching or non-observance by the Exhibitor of any of the terms of any Terms & Conditions of this Contractor to be performed or observed by him, the Show Management shall have the rights to revoke his license and re-enter upon the allotted space and may remove and exclude the Exhibitor and relative people without prejudice to the rights of the Show Management to recover all money payable by the Exhibitor hereunder and all other claims against him and damages sustained by the Show Management.
- Payment. **A payment of 50% of the total cost must be successfully paid within 15 days after the effective date of contract**. Once the Contract has been accepted and the payment has been received, Exhibitors will receive an Official Allotment for stand space/shell scheme from the Show Management. And **the balance payment of 50% booth fee should be paid in any case not later than 10th January 2023**. Participation by Exhibitor is dependent upon the full cost being paid to the Show Management before taking up space in the Exhibition. If the remaining balance is not paid by the due date, the Show Management shall have the rights to re-allocate the space while retaining all the money paid or levy interest on installments not paid at 1% per day or part thereof.
- Payment should be made to: Bank: Sparkasse Essen, Account Holder: Messe Essen GmbH, Account No.: IBAN DE41 3605 0105 0000 2014 00 (Euro only).
- Modification of Space. The request for cancellation or modification must be submitted by formal email or registered post. **Cancellation fees will be charged 50% of the total cost fee if the cancellation notice is received after 1st September 2022, 60% if it is received after 10th October 2022 and 100% if it is received after 15th November 2022**. Reduction of stand size will be liable for the cost of the corresponding part of space. The Show Management have the right to change the booth position for the exhibitors whose area is reduced, the exhibitor should obey the arrangement.
- No transfer of Stand. No Exhibitor shall assign, sublet, underlet, grant any license or in any way part with or divide any stand allotted to him, nor shall any circulars, advertisements, photograph or other matter relating to any company who is not a bona fide Exhibitor be exhibited or distributed without the consent in writing of the Show Management. Exhibitor are not allowed to transfer the booth to the third party.**
- If exhibition is cancelled due to the control of COVID-19 in its city or region, exhibitors may choose one of the following options after receiving the official notice from Show Management: 1) Postpone the booth fee to the next Hortifloorexpo IPM Shanghai. 2) Apply for a refund and send back invoice. Paid amount will be returned through the original path.
- If exhibitors are unable to participate due to the local control of COVID-19 in their cities or regions, a formal written application shall be submitted to Show Management. Exhibitors may choose one of the following options after receiving the official confirmation from Show Management: 1) Postpone the booth fee to the next Hortifloorexpo IPM Shanghai. 2) Apply for a refund and send back invoice. Paid amount will be returned through the original path.
- Insolvency. In the event of an Exhibitor or intending Exhibitor committing any act of bankruptcy, entering into liquidation, whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation), or being an individual, committing any act of bankruptcy, or a receiver of any of the assets of the Exhibitor being appointed by any distress or execution being levied upon any goods or premises of the Exhibitor, the Show Management shall have the rights to terminate any contract with the Exhibitor, to cancel the allotment of space and to forfeit all money paid by the Exhibitor under such Contract.
- Move In and Out. The Show Management will advise Exhibitors in advance in the Exhibitor Manual (**online exhibitor platform at www.hfexpo.net**) of the dates and time for receiving exhibits and other goods at the exhibition hall, for construction of stands and technical connections, and for the dismantling of stands and the removal of all exhibits and other goods. Prolongation of move in, move out, erection or dismantling above the dates and time fixed by the Show Management is at the Exhibitors' cost and depends on the availability of the Exhibition Hall. On no account will Exhibitors be permitted to remove goods from the Hall before the end of the Exhibition. All goods must be brought in and taken out by the entrances and exits specified by the Show Management. All labor for receiving, unpacking, placing in position and removal must be provided for by the Exhibitor but in default the Show Management may at the Exhibitor's expense and risk do whatever they may consider necessary in the interests of the Exhibition.
- Move Out Cleaning. Exhibitor must clean all exhibits and installation materials in the booth during Move Out. Otherwise exhibitor will be charged for full cleaning fee that caused.**
- Exhibitor Manual. Information relating to the constructing, fitting and dismantling of stands will be sent to each Exhibitor **in form of an Exhibitor Manual through online exhibitor platform**, together with order forms for technical installations (water, electricity, gas, telephone, furniture etc.) to be sent to the nominated sub-contractors. These installations are at the expense of the Exhibitor. The online exhibitor system includes all detailed information and important rules of participating the show, which should be fully understood and obeyed by exhibitor. Any economic loss or legal liability caused by failure to comply with the relevant provisions shall be borne by the exhibitor.
- Promotional Activities. Promotional Activities shall be confined to the stand area and not permitted elsewhere in the Exhibition Hall. Handbills and other printed matter may only be distributed from Exhibitors' own Stands. Exhibitors must not paste or otherwise affix or exhibit advertisements upon any part of the building. The Show Management reserve the rights to stop any promotional activities of any Exhibitor or its employees deemed improper to the Exhibition without incurring any liability for any loss sustained by the Exhibitor. **Shell scheme exhibitors shall not change, enlarge, cover or remove the booth fascia without the permission from the Show Management. The Show Management have the rights to ask the exhibitor to restore the stands, and the exhibitors shall be responsible for all the expenses or losses caused thereby.**
- Construction of Stands. All Stands and fittings must conform to any regulations or bylaws of the local Authority and/or other Authority including fire precautions and to the Regulations of the Owners and are subject to the approval of the Show Management who require the Exhibitor to submit plans in advance of erection or fitting. Such safety precautions in respect of stand fittings and Exhibits as may be required by the local Authority and other regulating parties must be undertaken by and at the expense of the Exhibitor and stand numbers must be prominently displayed. No Exhibitor will be permitted to display its goods in such a manner as, in the opinion of the Show Management, obstructs the light or impedes the viewing along the open spaces or gangways, or causes obstruction in the gangway, or otherwise affects the display of other Exhibitors.
- Damage to the Hall. Exhibitors agree to observe the same Conditions of Tenancy as are accepted by the Show Management in their Agreement with the Owners and in particular to refrain from doing anything contrary to the licenses of the Authorities or the fire insurance policies upon the property. An Exhibitor shall not cut or damage floor or any part of the walls or structure of the Hall nor shall any stand interior fittings be attached to the roof, floor or other part of the Hall without prior consent in writing of the Show Management. Any Exhibitor causing any damage to the Hall or any person whomsoever must pay for same and hold the Show Management indemnified against the same. The exhibitor shall bear all legal responsibility for any damage to the exhibition hall or any other third party caused by the exhibitor or its employees, agents, invitees or its articles and shall indemnify the Show Management for all losses arising therefrom. In case of any compensation or liability incurred by the Show Management, the exhibitor shall indemnify the Show Management for all losses arising therefrom.
- Dangerous Articles. All materials used for building, decorating or covering stands must be of non-flammable material. In no circumstances shall any Exhibitor have or permit on his Stand naked lights or oil lamps, explosives, detonating or fulminating compounds, or articles or materials of a dangerous, inflammable or objectionable nature. Only articles described at the time of application may be displayed on stands and any articles and materials not approved by the Show Management must be removed from the building.
- Noise Control. The use of video equipment, loudspeaker systems, tape recorders, film projectors or slide projectors is permitted, provided the noise level is sufficiently low to avoid disturbance to visitors and other Exhibitors. The Show Management reserve the right to exercise their judgment in respect of an acceptable level of noise. The use of musical instrument(s) is expressly prohibited. Demonstration of noisy machinery must be kept to a minimum in order to avoid annoyance to visitors and other Exhibitors.
- If Exhibitor's exhibits are irrelevant to the Exhibition Profile stated in its contract, the Show Management shall be entitled to terminate its license to occupy its stand and hold exhibitor's liable for breach of the contract. Exhibitor will be responsible for all the losses arising therefrom. Paid fee is not refundable.**
- Improper Behavior. Any behavior of the exhibitor or its representatives or employees in the exhibition hall which Show Management consider to be objectionable or disturbing, or which may discredit the exhibition, the person shall be immediately expelled from the exhibition hall and shall not be allowed to enter the exhibition hall for the rest of the exhibition period. The Show Management may immediately terminate the use of the booth by the exhibitor without prejudice to the Show Management's exercise of other rights over the exhibitor. The Show Management have the rights to retain the fees paid by the exhibitor and require it to pay the unpaid amount.
- Electricity, Water, etc. General lighting in the Exhibition Hall is supplied and an official contractor has been appointed and a schedule of prices will be submitted to each Exhibitor for ordering of extra electricity, water, compressed air, etc. which Exhibitors may require within their stands. No Exhibitor shall connect to or interfere with the electricity, water, compressed air or other fitting in the Hall without the prior consent of the Show Management and Venue Owners. The Owners and Show Management or their Contractors shall have the right to enter any stand to install, examine, test, repair or renew any electric fittings or to remove any defective apparatus.
- Copyright. Should any Exhibitor or individual intend to bring into the Hall, audio and visual equipment or other electronic equipment for the purpose of reproducing or receiving sounds, visual images or words, it is their personal responsibility to ensure, at their own expense, that they have obtained all the relevant licenses and consents, in connection with the laws of copyright or infringement of the rights of those who have legal protection against unauthorized public performance or broadcast of their recordings. The Show Management accept no responsibility in this respect or liability which may arise from their failure to do so. No stand or articles at the Exhibition may be photographed, drawn, copied or reproduced in any way without written permission of the Show Management. The Exhibition name, word mark(s), logo(s) and associated graphic devices are the protected property of the Show Management and cannot be reproduced in any form, for any purpose, without Show Management's written permission.
Printing & Advertisement. The Show Management reserve the sole rights of compiling and issuing any catalogue or list of Exhibitors and Exhibits. The Show Management reserve the sole rights of printing and issuing invitations and tickets of admission, and only such invitations and tickets will be valid for the Exhibition. Advertising on site and on printed materials such as show catalogue, ticket and carrying package is only possible through the channels offered by the Show Management.
- All exhibits must have independent intellectual property rights or valid certificates of authorization. The Show Management have the right to reject any product that infringes upon the intellectual property rights of others. If there is clear evidence or the product is deemed as infringing by the relevant government administrative department, the Show Management have the right to unilaterally terminate the contract and expel the exhibitor from the exhibition hall.**
- Amendment of Plan. In exceptional circumstances, the Show Management reserve the right to change the dates, location, hall layout or the position allotted to any Exhibitor if required by the Venue Owner, Local Authorities or for any other reason, and no liability in regard thereto shall rest on the Show Management and such a change shall not at any time permit the Exhibitor to repudiate the Contract. Should any error arise in the allotment of space to any Exhibitor no liability in regard thereto shall rest on the Show Management. In such case the Show Management will endeavor without prejudice to offer a substituted arrangement but they do not bind themselves to do so.
- Limitation of Liability. The Show Management shall not be responsible for the safety of the exhibits or property of any exhibitor, its employees or agents, or other persons; Not liable for loss or damage caused by theft or other causes; Due to force majeure, such as fire, flood, earthquake, storm and other natural disasters; Government actions or disasters such as large-scale epidemic diseases and travel restrictions announced by relevant national departments, or other circumstances beyond the control of organizational units (such as power failure), which force organizational units to temporarily or for a long time to empty one or more exhibition venues, or delay or shorten or change the time of the exhibition. In this case, the Show Management shall not bear the direct or indirect losses of the exhibitors, nor refund all or part of the money paid by the exhibitors. The exhibitor shall not have the right to withdraw or cancel the contract, nor shall it have any right to lodge a claim against the Show Management. If the Show Management cancel the exhibition due to force majeure or other situation that beyond control, or because for holding the exhibition has become unreasonable, the Show Management shall not be liable for any damage or adverse effect caused by the cancellation of the exhibition.
- Change of Conditions. The Show Management reserve the right to alter, add to, amend or waive these Terms and Conditions, or any of them in any particular case, or cases, as they shall consider appropriate. No alteration, addition, amendment or waiver to or of these conditions shall operate to release any Exhibitor from his obligations set out herein.
- Law of Contract. This contract shall be deemed to be governed by the Law of the People's Republic of China. In any disputes that may arise concerning the execution or interpretation of the present Terms and Conditions, both parties declare that they agree to submit to Shanghai International Economic and Trade Arbitration Commission for arbitration in accordance with its currently effective arbitration rules. The arbitration award shall be final and binding upon all parties.