

# AchemAsia 2019 - General Terms and Conditions of Participation

## 1. Event and Venue

AchemAsia 2019 • 11th International Expo and Innovation Forum for Sustainable Chemical Production  
21-23 May 2019 • Shanghai, PR China  
NECC Shanghai - National Exhibition and Convention Center (Shanghai) • No. 168 Yinggang East Road, Qingpu District, 201702 Shanghai

## 2. Organiser

DECHEMA Ausstellungs-GmbH • Theodor-Heuss-Allee 25, 60486 Frankfurt, Germany, hereinafter called "DECHEMA"  
CEO: Dr. Thomas Scheuring  
Technical Direction: Ulrike Holthaus  
In matters relating to the preparation and implementation of AchemAsia, DECHEMA shall be advised by the ACHEMA Committee which is composed of appointed representatives of the industrial sectors involved.

## 3. Objectives of the Event

AchemAsia is an international technical and scientific exhibition and conference for the exchange of experience between scientists and engineers as well as between equipment suppliers and users. It thereby promotes innovations for China's process industry and supports the regions technological development in the widest sense of the term.

## 4. Participants

All companies offering services or products which can be related to the exhibition profile as listed in the 'Announcement'.

## 5. Application, Approval, Allocation

The exhibitor shall submit the form "Application for Stand Space" duly completed and signed. Any accessory reservations or conditions to this application have no binding effect. The consignment of the application does not create a title for admission. It shall be considered as a legally binding contract proposal and requires to be accepted by DECHEMA. DECHEMA will accept the contract proposal if the exhibitor complies with the profile of the exhibition as specified in the 'Announcement'. The contract between DECHEMA and the exhibitor becomes legally binding when the stand rent is invoiced. DECHEMA reserves the right to exclude exhibitors from the exhibition. The exhibitor has no title for a specific position or size of the exhibition stand. When allocating stands, DECHEMA endeavours to consider requests made by the exhibitor but will have to allocate exhibition stands on the basis of technical requirements of the exhibition. Even after allocation, DECHEMA is entitled to change the stand position according to organisational requirements. The re-allocation of exhibition stands or any changes to the exhibition stands themselves do not entitle the exhibitor to claim against DECHEMA for compensation.

## 6. Rental Charges, Conditions of Payment

The rental tariff for AchemAsia offers exhibition booths for various budgets and reflects the booth type and its location. The following options are available:

• stands in prime location, block or corner stands:	€ 513.00/m <sup>2</sup>
• central aisle stands:	15 % discount
• standard aisle stands:	30 % discount
• mandatory media package:	€ 350.00
• co-exhibitor fee:	€ 1,100.00
• mandatory media package for co-exhibitors:	€ 175.00

The minimum stand size is 12 m<sup>2</sup>, and 9 m<sup>2</sup> for aisle stands along the outer hallways; raw space (stand area without stand construction) is alternatively available for booths larger than 36 m<sup>2</sup> at a rental rate uniformly reduced by € 17.00/m<sup>2</sup> for all booth types. **Applications received before 1 November 2018 qualify for an additional discount of 5 % on all rental fees.**

The rental payment shall be payable within 14 days after the date of the invoice. The exhibitor shall disburse the rent to an account quoted in the invoice. The exhibitor is in default of payment if he does not perform within this period of time. If the exhibitor does not pay the rent in EURO currency he has to compensate DECHEMA for any exchange rate differences all arising costs here from. If the exhibitor defaults payment, DECHEMA is entitled, as lump sum compensation for delayed payment, to invoice the arrears to the level of

2% above the respective reference rate of the European Central Bank. If the exhibitor is more than 30 days in arrears, DECHEMA is entitled to dispose of the stand without need of further notice. In this case claims for compensation on the part of the exhibitor are ruled out. DECHEMA reserves the right to assert its own claims for compensation.

DECHEMA, for potential claims against the exhibitor or co-exhibitor, has a security right over items of the exhibitor on the exhibition stand. DECHEMA may charge the exhibitor for any costs due to safe-keeping of the items subject to the lien. DECHEMA shall be liable only for gross negligence and intent for any damage to such items.

## 7. Services rendered by DECHEMA

The rental fee comprises the following:

- 1) Stand space
  - 2a) Partition walls, in modular construction (colour white, height 2.50 m)
  - 2b) Carpet (colour grey)
  - 2c) Fascia with company name and booth number
  - 2d) 2 chairs and 1 table or counter
  - 2e) 1 socket (220 V), max 500 W
  - 2f) 2 spotlights (100 W) for every 9 m<sup>2</sup>
  - 2g) Cleaning
  - 3a) Exhibitor passes, tickets for visitors, AchemAsia posters
  - 3b) Presentation of products/innovations during technical seminars
- Non-use of the services covered by the rent does not entitle the exhibitor to a reduction of the rent.

## 8. Co-exhibitors

Exhibitors who intend to sublet their stand are obliged to state the names and addresses of the co-exhibitors on the registration. The written consent of DECHEMA is required for the admission of co-exhibitors. An admission fee of € 1,100.00 will be charged for each co-exhibitor. Exhibitor and co-exhibitor are jointly and separately liable for the fee. Co-exhibitors shall, with the exception of items (1) and (2), benefit from the same services as the principal exhibitor.

## 9. Termination, Withdrawal and Compensation

If an exhibitor withdraws from the contract, DECHEMA is entitled to claim lump-sum for compensation from the exhibitor. The amount of compensation shall be determined by the time of cancellation and shall amount to:

- (1) 50 % of the stand rent after dispatch of the stand confirmation and before the outstanding rent is due
- (2) the total stand rent 14 days after the date of the invoice.

This also applies analogously to a reduction in stand size. The decisive criterion is the date of receipt of the withdrawal declaration at DECHEMA.

If DECHEMA cancels the contract for reasons of default stand payment, the aforementioned values and times shall apply for the amount of lump-sum for compensation. The decisive criterion is the date on which the exhibitor falls into arrears.

The exhibitor shall have the possibility to prove that DECHEMA either has no loss or a loss that is lower than the lump sums.

Shall a co-exhibitor cancel his participation the admission fee will be forfeited.

## 10. Obligation of Acceptance

For the duration of the contract, the exhibitor is obliged to use the stand in accordance with the Conditions of Participation and ensure that the stand remains sufficiently manned during the opening hours of the event.

## 11. Stand Construction

DECHEMA shall be responsible for the overall arrangement of the exhibition. DECHEMA provides the stand construction as described in item 7 for stands up to 35 m<sup>2</sup>, optionally also for larger stands. The exhibitor may order additional furniture or stand fittings through DECHEMA.

Exhibitors must comply strictly with the building and use rules for the exhibition grounds.

The design and assembly of the stands are subject to the Technical Regulations, valid legislation, safety regulations and official provisions. The requirements and approval procedure are detailed in the Exhibitor Portal which will be made available to each exhibitor online. These will form part of the present Conditions of Participation. In general, stand design and demonstrations of all kinds shall be carried out in such a manner that they do not interfere with or disturb other exhibitors or visitors. Decorations must be in line with the techni-

cal character of the event. The exhibitor is fully responsible and accountable for the safety of exhibits and structures.

Stand structures that are included in the stand rental have a height of 2.50 m. All additional stand structures, lighting and graphic displays exceeding the height of 2.50 m are subject to approval of DECHEMA. Above a height of 2.50 m the stand walls facing adjoining stands must be kept neutral, white and clean. The area of cabins may not exceed 50 % of the total stand area.

The assembly for basic packages will be on May 20, 2019, for exhibitors who applied for raw space from May, 19 to May, 20 2019 (9:00 am to 6:00 pm). The dismantling shall begin directly after the end of the exhibition on May, 23 whereby further details will be communicated in due time.

Any exhibits which remain on the stands after the expiration of the dismantling deadline may be removed and stored at the exhibitor's expense. At the end of the exhibition the stand must be returned in the same condition in which it was taken over. The exhibitor shall be liable for damages caused by himself or his agents to the halls, stands and stand fittings he obtained on rental basis.

## **12. Exhibits, Audiovisual Media, Performances and Visitor Information**

Particularly large (more than 2.50 m height) and heavy exhibits (max. load bearing capacity on ground floors 3,500 kg /m<sup>2</sup>) as well as exhibits shown in operation, audio visual installations and performances are subject to the approval of DECHEMA. The noise level must not exceed 70 db (A), measured from the edge of the aisle. All exhibits shall comply with the usual international safety provisions. The handling of inflammable solvents and gases shall be prohibited.

Visitor information and visitor surveys by the exhibitor shall only be provided inside the exhibition stand. Only factual visitor information, which explains the functioning of the exhibits and the related processes, is admitted. Retail sales on exhibition stands are prohibited.

If the above conditions are not met, DECHEMA has the right to ban the use of such equipment. The exhibitor has no right to claim for any compensation.

## **13. Transportation**

DECHEMA shall inform the exhibitors in due time on the carrier who will be in charge of transportation, goods handling, and customs clearance on the exhibition grounds.

## **14. Publications and Media Package**

Detailed information on each exhibitor will be listed on [www.achemasia.de](http://www.achemasia.de) and in the exhibition catalogue. These services will be charged with a mandatory media package tariff for each exhibitor of € 350.00 (co-exhibitors: € 175.00). Covered herein are the exhibitor's address details, the company logo, a company profile (200 characters, English/Chinese, 1 optional product image), 3 keywords as well as a hyperlink to the exhibitor's homepage. DECHEMA shall not accept liability for the correctness of entries and translations. Additional entries as well as advertisements not included in the media package can be ordered at extra cost (cf. exhibitor portal at [www.achemasia.de](http://www.achemasia.de)).

## **15. Liability and Insurance**

The exhibitor is liable for all losses, including damage to buildings and exhibition installations, that the exhibitor, its employees, its agents or auxiliary staff inflict on others within the context of AchemAsia. DECHEMA may claim against the exhibitor for release if a third party claims against DECHEMA for reasons the exhibitor has caused culpably. In particular, the exhibitor shall release DECHEMA from any obligation to third parties arising from an intellectual property infringement by the exhibitor.

**It is the responsibility of the exhibitor to provide sufficient insurance protection for himself and his staff.**

DECHEMA is liable to the exhibitor only for damages caused by gross negligence or intent on the part of its employees. One particular exclusion from liability is that of damage occurring by fire, water, explosion, storm or force majeure, or by violent assault, theft, breaking and entry, failure of supply systems and similar causes, provided they are not attributable to gross negligence or intent of DECHEMA, its agencies or employees. This applies to damage caused by the public as well.

When there is reason for liability on the part of DECHEMA, the level of liability to the exhibitors who are engaged in commerce is limited to types of damage ordinarily occurring in the course of exhibitions or congresses. DECHEMA accepts no liability for damage that is either not typical of such

contracts or cannot be foreseen.

DECHEMA shall not be liable for any losses incurred because no entry visa are granted to the exhibitor or his employees, or because the importations of items to be exhibited in the PR China is prohibited.

## **16. Patents, Copyrights and Other Property Rights**

Each exhibitor shall observe intellectual property rights and shall omit infringements. DECHEMA is not liable to exhibitors for third party violation of patents, copyrights and other commercial property rights in connection with AchemAsia. The exhibitor shall indemnify DECHEMA against all claims asserted by third parties as a result of alleged violation of patent rights, copyrights or other rights. DECHEMA is entitled but not committed to enjoin intellectual property right infringements. For this action it is sufficient that intellectual property right infringement is creditably reported to DECHEMA.

## **17. Visual and Sound Recordings**

All equipment suitable for making photographs or films is prohibited throughout the exhibition hall. The exhibitor accepts that DECHEMA has the right to take photographs, make film or video recordings during the event, and that DECHEMA may use these for its own information purposes.

## **18. Reservations**

Statutory rules or provisions of the PR China and of the local exhibition corporation shall prevail over these General Terms and Conditions of Participation. To the extent that the General Terms and Conditions of Participation deviate from the statutory rules and provisions, the exhibitors shall have no right of recourse to DECHEMA.

Should DECHEMA not be able to hold the event as a result of unforeseen circumstances or an insufficient number of participants, the exhibitors will be informed immediately. DECHEMA will then charge for services provided up to this time as well as for special services that have already been ordered, in the amount of the costs incurred. DECHEMA's claim to the agreed stand rent shall no longer apply. Should DECHEMA be forced to cancel or curtail the commenced event for reasons of force majeure, the exhibitor shall have no claim to a refund or waiving of the stand rent.

## **19. Data Protection**

For the purpose of automatic processing, DECHEMA is entitled to collect and circulate personal information of the exhibitor provided with the application form.

## **20. Reservations and other Legal Matters**

DECHEMA is entitled to give immediate notice of termination of the contract, if presentation of a judicial decision proves that the exhibitor violates the provisions of patent, free trade or other laws as a result of the nature of his display or exhibits;

if, despite DECHEMA's demand, the exhibitor fails immediately to redress violations of the Conditions of Participation;

if the exhibitor persistently disrupts the procedure of the exhibition or the keeping of peace.

After giving notice of termination, DECHEMA may close the exhibitor's stand and have it dismantled at the exhibitor's cost. No claim exists on the part of the exhibitor to reimbursement of any payments he has made.

Stipulations differing from or supplementing these Conditions of Participation must be submitted in writing to become effective. This also applies to the rescinding of the requirement to put them in writing. During the event, including the assembly and dismantling periods, the exhibitor is subject to the domiciliary rights of DECHEMA on the entire site.

Should one or more provisions of these Conditions of Participation be inoperative or unfeasible, the validity of the other provisions will not be affected. In lieu of inoperative or unfeasible provisions or to supplement an incomplete provision, a suitable ruling appropriate to the meaning and purpose of this contract shall apply.

## **21. Applicable Law and Jurisdiction**

This agreement is governed by the laws of the Federal Republic of Germany. Place of jurisdiction for all claims arising from or on basis of this agreement is Frankfurt am Main/Germany.

Frankfurt am Main, June 2018

**DECHEMA Ausstellungs-GmbH**