

28 – 31 August 2019

National Exhibition and Convention Center (Shanghai), Shanghai, PR China

Please complete, sign and return to:

Messe Frankfurt (HK) Ltd

Address: 35/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong **Tel:** (852) 2802 7728 **Fax:** (852) 2598 8771

Contact: Mr. Gary Yip / Ms. Rita Li **Direct line:** (852) 2230 9268 / (852) 2238 9966

Email: gary.yip@hongkong.messefrankfurt.com / rita.li@hongkong.messefrankfurt.com

1. Exhibiting Company Details (for issuing invoice, may also be used as catalogue entry, please see point 9 on Specific Terms and Conditions)

Company Name (English) : _____
 Company Name (Chinese if any) : _____
 Contact person (s) : Mr / Ms _____ Job Title : _____
 Address : _____
 City / Province / Postal Code : _____ Country : _____
 Telephone : _____ Fax : _____
 Email : _____ Website : _____

2. Company Details (please tick all that apply)

- Billing Company** (for issuing invoice, if different from above)
 Principal company / Overseas headquarter
 Co-exhibitor (include in exhibitor list and catalogue entry of the exhibiting company)

Company Name (English) : _____
 Company Name (Chinese if any) : _____
 Contact person (s) : Mr / Ms _____ Job Title : _____
 Address : _____
 City / Province / Postal Code : _____ Country : _____
 Telephone : _____ Fax : _____
 Email : _____ Website : _____

3. Business Nature (please tick all that apply)

- 3.1 Manufacturer 3.4 Retail trade 3.7 Trade press and publisher
 3.2 Wholesale trade / Distributor 3.5 Home textile designer / Design servicing 3.8 Others, please specific
 3.3 Sole agent / Sales representative 3.6 Service provider _____

4. Product Groups (please indicate with percentage adding up to 100%)

Please tick the box if your company accepts **Contract Business**.

Floor

4.1 Carpets & rugs _____ % 4.15 Bathroom curtains _____ %

Wall 4.2 Wall covering products _____ % 4.16 Bath robes _____ %

4.3 Curtains _____ % 4.17 Bath mats and carpets _____ %

Window 4.4 Curtain fabrics & accessories (textiles) _____ % **Kitchen & Table**

4.5 Curtain accessories (non-textiles) _____ % 4.18 Table and kitchen linen _____ %

4.6 Sun protection system & accessories (sunshade, roman, venetian blind, curtain track, rod & motor, etc.) _____ % 4.19 Kitchen wear, oven gloves, etc. _____ %

4.7 Decorative fabrics _____ % **Interior (non-textile)**

4.8 Cushions _____ % 4.21 Decorative lighting _____ %

4.9 Furniture fabrics _____ % 4.22 Glassware / porcelain _____ %

4.10 Furniture leathers _____ % 4.23 Other soft decoration _____ %

Bed **Design & Technics**

4.11 Bed linen, blanket _____ % 4.24 Design artwork _____ %

4.12 Duvet and pillows (down products, quilt & pillow fillings) _____ % 4.25 Digital printing _____ %

4.13 Mattresses, mattress ticking, protectors and pads _____ % 4.26 CAD / CAM / CIM system _____ %

Bath 4.27 Testing & Certification _____ %

4.14 Terry goods and toweling _____ % 4.28 Publication _____ %

4.29 Others, please specify: _____ %

Whole Home

4.30 Whole Home Products _____ %

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5. Please specify your brand name, brand description and product range:
(50 words max, may also be used as catalogue entry, please see point 9 below)

Brand name (if any): _____

Brand / product description (English, and Chinese if available): _____

* Please send us your company / brand logo and one product photo (high resolution with 150dpi or above)

6. Booth Options

6.1 Package Booth

- Standard Booth (minimum 12sqm)

Booth Size: _____ sqm

Participation fee per sqm: **US\$350**

- Designers' Studio (minimum 12sqm)

Booth Size: _____ sqm

Participation fee per sqm: **US\$350**

12sqm booth includes:

- Complete booth construction
- Wall to wall carpet
- 4 spotlights & 1 socket
- 1 lockable cupboard
- 1 table & 3 chairs (Standard Booth only)
- 3 sample racks or shelves (Standard Booth only)
- 2 designer table & 3 chairs (Designers' Studio only)
- Fascia board with company name and booth number

- Booth cleaning and security
- PR & marketing support
- Listing in fair catalogue
- Visitor e-invitation

6.2 Raw Space (minimum 36sqm)

Booth Size: _____ sqm

Participation fee per sqm: **US\$300**

Includes:

- Floor space
- Booth security
- PR & marketing support

- Listing in fair catalogue
- Visitor e-invitation
- * electricity excluded

Payment: 50% deposit required with application. Final / balance payment is due on **17 May 2019**, see no. 5 on Page 3 for bank details.

7. Acknowledgement Letter (please print the name of legally responsible person with last name, first name and sign with company stamp below)

- We hereby accept the General Terms & Conditions of the Show and Specific Terms & Condition on Page 3 of this application form and on website:
<http://hk.messefrankfurt.com/hongkong/en/toolbar/general-terms-and-conditions/details.html>

- We (including all personnel, employees and any other relevant third party of our Company) acknowledge receipt and have read this **Regulation for Protection of Intellectual Property Rights during the Exhibitions** on Page 4 of this application form. We also undertake to comply with all provisions hereof strictly and such undertaking will be binding upon the execution of this Acknowledgement Letter.

- We hereby warrant that:

1. All Exhibits are under its own IPR or are legally and effectively licensed, and all Exhibits, including its appearance, design, package, trademark and advertising materials etc. do not infringe any IPR of the others. We will prepare all the IPR certificates or the legal and valid licenses with respect to Exhibits for inspection if necessary.
2. We also undertakes that we will strictly comply with the exhibition regulation, PRC laws and regulations, and international treaties, etc, and will not infringe on the legal rights of any other exhibitors and their Exhibits, or copy, use, produce, extract or modify the trademark, design, package or invention owned by any other exhibitors or their Exhibits, or take any illegal actions to prevent any other exhibitors from exercising and protecting their legal intellectual property rights and ownership on their products.
3. Prior to the Exhibition, we and our Exhibits have not been involved in any infringement dispute or taken any infringement actions by any third party or restricted by relevant legal enforcement.
4. No infringement as unauthorized photography or videography shall be taken by us.
5. We will be liable for any responsibilities due to any violation of the warranties above and the Organisers shall be relieved from such responsibilities.

Failure to respond to this Acknowledgement Letter shall be deemed as refusal to make acknowledgement by the exhibitor, and any dispute or responsibilities arising therefrom shall be handled or assumed by the exhibitor on its own.

Name : _____ Title : _____

Signature : _____ Date : _____

Company Stamp : _____

Specific Terms and Conditions

1. Organiser

Messe Frankfurt (HK) Ltd
35/F China Resources Building
26 Harbour Road, Wanchai,
Hong Kong

2. Location of event

National Exhibition and Convention Center
(Shanghai), Shanghai, China
West Entrance: 1888 Zhuguang Road
South Entrance: 168, East Yinggong Road

3. Date of event

28 – 31 August 2019

4. Registration and confirmation

Application to exhibit is made by submitting a completed and signed application form to the organiser. The organiser will confirm receipt of applications in writing by fax or original mail.

5. Terms of payment

A deposit of 50% is required upon application. Applicants should remit the appropriate amount directly to the organiser. Final balance of 50% is due on or before 17 May 2019. All bank charges are to be borne by applicant.

Note: Participation fee per sqm is applicable at an exchange rate of USD1=RMB7. Should the Yuan appreciate by more than 3%, the organiser reserves the right to adjust the USD price per sqm.

Payment should be made to:

Hong Kong and Shanghai Banking Corporation Ltd.
1 Queen's Road Central, Hong Kong
USD A/C No: 511-017758-274
A/C Holder: Messe Frankfurt (HK) Ltd.
Swift Code: hsbchkhkhk

6. Cancellation

If an applicant withdraws his application, for whatever reason, before he receives either a rejection or confirmation of his application, any participation fee paid will be forfeited.

If the exhibitor notifies the organiser of his withdrawal within three months of the start date of the event, he is liable for the total participation fee.

Should the exhibitor under contract (i.e. in receipt of confirmation) inform the organiser that he will not participate in the event, providing the organiser is able to resell the stand without loss, the payment to be made by the exhibitor will be reduced to a handling fee of US\$1,000 irrespective of the exhibitor's full liability for additional costs, catalogue fees etc.

7. General terms and conditions of participation

The detailed General Terms & Conditions of Participation are given on the organisers website www.messefrankfurt.com.hk and can be requested in printed form if required.

8. Booth allocation

The exhibitor booth location will be allocated according to product criteria, or other criteria set by the organiser. No change of booth location is allowed once it has been assigned and the exhibitor informed.

Additionally represented companies (co-exhibitors) must arrange their participation through the main exhibitor.

9. Catalogue entry

If the organiser does not receive the reply of Exhibiting Company Profile Form from the exhibitor, information from the application form will be used to prepare the exhibitor's entry in the fair catalogue or visitor guide.

10. Intellectual property rights / copyright

The exhibitor warrants that his exhibits and packages thereof and the related publicity materials do not in any way whatsoever violate or infringe any third party's rights including trade marks, copyrights, designs, names and patents whether registered or otherwise.

The organisers have the right to refuse participation of any exhibitor found guilty of infringement of intellectual property rights at any future trade fairs.

11. Correspondence address for enquiries

Messe Frankfurt (HK) Ltd.
35/F China Resources Building
26 Harbour Road, Wanchai, Hong Kong
Tel: (852) 2802 7728 Fax: (852) 2598 8771
Email:
hometextile@hongkong.messefrankfurt.com



Intellectual Property Rights Letter

Regulation for Protection of Intellectual Property Rights During Exhibition

Aiming at protecting the intellectual property rights (the "IPR") including patent, trademark, copyright etc. during Exhibition, this regulation (the "Regulation") is formulated in accordance with the Measures for Protection of Intellectual Property Rights during Exhibitions jointly promulgated by Ministry of Commerce, State Administration of Industry and Commerce, State Copyright Bureau and State Intellectual Property Office on March 1, 2006.

The Exhibition sponsor shall respect and protect the legitimate rights and interests of IPR owners during the Exhibition. The exhibitor shall strengthen their consciousness of IPR protection and undertake that their exhibits will not infringe others' IPR.

In order to protect the IPR and to promote the healthy development of the exhibition (the "Exhibition"), the Exhibition sponsor invite lawyers specialized in IPR protection to compose the Complaint Review Panel (the "CRP"). The CRP will be responsible for consultancy services relating to IPR, and reviewing the IPR disputes happened during the Exhibition in accordance with the laws and regulations in respect of IPR.

The CRP shall strictly deal with IPR infringement complaints which occur in the Exhibition venue during the Exhibition period in accordance with this Regulation.

Acceptance of Complaint

The complainant shall be the owner or the interested party of the IPR. The interested party shall include the authorized or licensed user, or the legitimate successor of the IPR. The licensees of patent licensing contracts and sole licensing contracts may file the complaint independently; the licensees of exclusive licensing contracts may file the complaint independently with permission of the patent owner. Unless otherwise stipulated in the contract, the licensees of general licensing contracts may not file the complaint independently. If the exhibitor deems that the products exhibited (the "Exhibits") by any other exhibitor infringe its patent, trademark or copyrights, and shall not communicate with the suspected infringing exhibitor directly by itself. The complainant shall fill in a Complaint Form, submit and be liable for the following materials in two copies when filing a complaint with the CRP:

1. A legitimate and effective certificate of the ownership of intellectual property rights: where any patent is involved therein, the patent certificate, the text of patent announcement, the credential of the patent owner, the certification on the legal status of the patent shall be submitted; where any trademark is involved therein, the certification documents of trademark registration shall be submitted, which shall be confirmed by the complaints by affixing a seal, and the credential of the trademark owner shall be submitted as well; where any copyright is involved therein, the certification of copyright and the credential of the copyright owner shall be submitted. (Documents evidencing patent-related rights, including patent specification of invention and utility model, or pictures and photographs of design, which are made public by State Intellectual Property Office of P.R.C; search reports of existing patent law or the counterpart of patent registry etc.)
2. The name of Exhibits in question, name and booth number of respondent;
3. Copy of business license of complainant (stamped with the common seal of the complainant), if the complainant is not the IPR holder, the complainant shall provide a copy of license agreement in respect of such IPR (stamped with the common seal of the complainant);
4. Evidence and cause against the infringement;
5. If the complaint is raised by attorney of exhibitor, an original copy of Power of Attorney shall be submitted; and
6. Any other materials the CRP may require.

If the complainant is a foreigner, foreign entity or other foreign organization, the valid certifications submitted shall be duly notarized by a notary public in its own country and attested by the Chinese embassy or consulate in such country; if the complaint is filed by an agent, the Power of Attorney shall also be notarized and attested. If the complainant is from Hong Kong or Macau area, the valid certifications submitted shall be duly notarized in Hong Kong or Macau and then stamped by China Legal Service (Hong Kong) Limited or China Legal Service (Macau) Limited; if the complaint is filed by an agent, the Power of Attorney shall also be notarized and stamped. If the complainant is from Taiwan area, the valid certifications submitted shall be duly notarized in Taiwan and verified by Notary Association in Mainland China; if the complaint is filed by an agent, the Power of Attorney shall also be notarized and verified.

The complainant shall warrant that all the materials are authentic and effective, and shall indemnify the respondent, and be liable for any loss and damage resulting from the unauthentic complaint materials or any other unfaithful complaint.

If any of the following occurs, the CRP shall not accept the complaint:

1. Where the materials submitted by the complainant do not meet the CRP's requirement and the complainant does not supplement the relevant materials required after notified by the CRP. The complainant or claimant has filed litigation in connection therewith in a court.
2. Where a complainant or claimant has filed a litigation concerning infringement on patent or trademark with the people's court;
3. Where any patent is in the procedures for declaring invalidation of patent right;
4. Where any dispute over the ownership of a patent is subject to the trial procedures of the people's court or to the mediation procedures of the administrative department of patent;
5. Where any patent has been terminated and its owner is attempting to resume the patent.
6. Where any right to the exclusive use of trademark has been invalidated or cancelled.
7. Where a complainant is not the owner of the IPR who cannot submit relevant IPR authorization or licensing documents.
8. Where a complainant has filed a complaint against the same exhibit for infringing the same IPR during the past exhibitions.
9. Any other circumstances that CRP deems inappropriate to accept a complaint.

Subsequent to the receipt of complaint materials required, the CRP shall notify the respondent and request it to respond within in half of a day. The respondent declining the complaint shall submit the relevant evidences; otherwise, it shall promptly withdraw the Exhibits in question and never re-exhibit the same. If the respondent can submit valid evidences proving that the removed exhibit does not infringe others' IPR, the CRP may allow the exhibitor to re-exhibit the removed exhibit.

If the respondent does not submit the relevant evidences, or the materials submitted cannot prove that it does not infringe any IPR, nor does the respondent withdraw the Exhibits in question, the CRP shall have the right to request the respondent to: 1) suspend the display of such Exhibits; 2) destroy and suspend distribution of advertising material of such Exhibits; and 3) to remove the exhibiting board of such Exhibits. If the respondent objects to the aforementioned measures, the CRP may send complaint materials and relevant information to the competent administration of IPR for handling in accordance with the law.

If the CRP deems it necessary, the CRP may allow and assist the complainant to collect evidence by means of photographing, videotaping, etc., and the respondent shall cooperate.

The Exhibition sponsor may assist the intellectual property administrative department to collect evidence by sampling from or registering and preserving the exhibit suspected of infringement, the respondent shall accept.

In order to maintain the order of the Exhibition, after the CRP has handled the complaint and before the end of the Exhibition, the complainant shall not adopt any further action against the respondent at the Exhibition venue.

Subsequent to the end of exhibition, the complainant shall resolve such IPR dispute through the court or administration of IPR; otherwise, the CRP will not accept the complaint with respect to the same Exhibits in the exhibitions thereafter.

If any personnel of exhibitors or non-exhibitors who negotiate with the respondent without permission of the CRP and cause dispute at the Exhibition venue which negatively impacts the order of the Exhibition, the Exhibition sponsor shall have right to refuse their entrance into the Exhibition venue or order them to leave the Exhibition venue.

If the exhibitor refuses to enforce the decision made by the CRP or the intellectual property administrative department and continue to exhibit the exhibit, or the exhibitor displays the removed exhibits again without permission of the CRP, the Exhibition sponsor shall have right to revoke the participation qualification of the exhibitor.

The Exhibition Organization Commission shall have the right to revoke the exhibiting qualification of the exhibitor that display the Exhibits in question for times and adversely affects the reputation of Exhibition.

The CRP shall coordinate and cooperate with the administration of IPR and reserve the rights to take necessary actions in accordance with the actual situation.

The Exhibition sponsor does not guarantee the result of handling the complaint regarding IPR dispute, or undertake any responsibility for such result for any relevant parties. Should the complaint or handling the complaint causes any loss or damage to any complainant, respondent, other exhibitor or non-exhibitor, the party which suffers the loss or damage shall pursue legal liabilities against the responsible party through legal actions. The Exhibition sponsor and the CRP shall assume no responsibility for such loss or damage.

-END-