## AchemAsia 2025 – General Terms and Conditions of Participation

#### 1. Event and Venue

AchemAsia 2025 12th International Expo and Innovation Forum for Sustainable Chemical Production 14 – 16 October 2025 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 Björn Mathes Technical Direction: Julia Kindsgrab

In matters relating to the preparation and implementation of AchemAsia 2025, 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

- 5.1 The exhibitor shall register the stand space with the "Application form for stand space" on www.achemasia.de. 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'.
- 5.2 The contract between DECHEMA and the exhibitor becomes legally binding when the registration confirmation has been sent by DECHEMA. DECHEMA reserves the right to exclude exhibitors from the exhibition even after conclusion of the contract, in particular if it transpires that their exhibits do not comply with the nomenclature for the event or if the exhibitor violates rights and obligations arising from the contractual relationship or the rights of third

parties with their exhibits or stand construction design. The exhibitor has no title for a specific position or size of the exhibition stand. When allocating stands, DECHEMA endeavors to consider requests made by the exhibitor but will have to allocate exhibition stands based on technical requirements of the exhibition.

- 5.3 Even in the event of significant deviations in the allocation of stands from the whishes expressed in the application, this shall become binding in accordance with the General Terms and Conditions of Participation if no objection in text form is received by DECHEMA from the exhibitor two weeks after the date of the stand allocation. The objection must state why the exhibitor's interests are unreasonably impaired by the stand allocation. Deviations in the provision of stands shall not constitute grounds for claims for damages or other claims against DECHEMA, notwithstanding the exhibitor's right to withdraw from the event in accordance with item 9.
- 5.4 Violations of any of the General Terms and Conditions of Participation herein contained by an exhibitor shall entitle the organiser to exclude an exhibitor from attending an exhibition and to seek remedies for such damages caused by such violations.
- 5.5 Exhibition space is licensed strictly to the exhibitors for trade promotion purpose allocated in a manner satisfactory to the organiser both during assembly and installation of the booth as well as at the exhibition. The organiser reserves the right to remove any items that the exhibitors has placed in all, or part of the space allocated to the exhibitors at the exhibitor's expense without notice should the organiser for security reasons or for other legal reasons, in particular competition law reasons not be satisfied with the way space is used and dispose of all items cleared from the exhibition space with no claim from the exhibitors in respect of the items disposed of. No exhibitor shall have any claim for any refund in respect of the space licensed, as provided in these General Terms and Conditions of Participation or any other monies paid.

#### 6. Exhibition fee Charges, Conditions of Payment

- 6.1 The exhibition fee for AchemAsia 2025 offers exhibition booths for various budgets and reflects the booth type and its location. The following options are available:
- Package aisle stands at outer gangways or stands along hall walls (min. 9 m<sup>2</sup>): € 399.00/m<sup>2</sup>
- Package aisle stands at inner gangways (min. 9 m<sup>2</sup>): 10 % surcharge
- Package stands with at least 2 sides open, not along hall walls (min. 18 m<sup>2</sup>): 20 % surcharge
- Raw space (stand area without stand construction, min. 36 m<sup>2</sup>): according to exhibition fee reduced by € 15.00/m<sup>2</sup>
- Co-exhibitor fee: € 1,100.00
- Mandatory media package fee for exhibitors and co-exhibitors: € 350.00

Package stands less than 18 m<sup>2</sup> are not eligible for booth design upgrade.

## Applications received before 1 April 2025 qualify for an additional discount of 5 % on all exhibition fees.

The payment shall be payable without any deductions within 14 days after the date of the invoice. The invoice will be dispatched electronically as PDF file. The exhibitor accepts this procedure and indicates an appropriate e-mail address for the electronic invoicing in his application. The payment should be made in EURO to:

## DECHEMA Ausstellungs-GmbH

Bank name/address: Commerzbank AG, Gallusanlage 2,

	60329 Frankfurt am Main, Germany
Account No.:	589 0355 00
Sort-Code:	500 400 00
IBAN:	DE 41 5004 0000 0589 0355 00
SWIFT-Code:	COBADEFF

**All bank charges are to be borne by the exhibitor.** If the exhibitor does not pay the exhibition fee in EURO currency, he must reimburse DECHEMA for all costs incurred as a result of any exchange rate differences. Payment via credit card is also possible.

- 6.2 The prices are exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, stamp or other tax), banking or FX fees, withholding, duties, levies, or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, or finance institution, and any and all additions to tax and other charges relating thereto (collectively, "Taxes and Fees"). All taxes shall be paid by the exhibitor in addition to the exhibition fee and other charges according to item 6.1. If any payment by the exhibitor is e.g. subject to withholding tax, the exhibitor agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount as is necessary to ensure that DECHEMA receives the same amount it would have received if there had been no withholding. The exhibitor shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any tax.
- 6.3 The exhibitor is in default of payment if he does not perform within this period of time. If the exhibitor defaults payment, DECHEMA is entitled, as lump sum compensation for delayed payment, to invoice the arrears to the level of 6 % 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.
- 6.4 DECHEMA, for potential claims against the exhibitor or coexhibitor, 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 exhibition fee comprises the following:
- 1) Stand space
- 2) Booth construction
  - a) Partition walls, in modular construction (colour white, height 2.50 m)
  - b) Carpet (colour grey)
  - c) Inscription of fascia (English/Chinese, 30 cm high, 19 mm thick), Helvetica type, black letters with company name and booth number
  - d) 1 white system counter (1 m x 0.5 m x 0.75 m)
  - e) Chairs and table or counter: 9 m<sup>2</sup>: 2 chairs, 12-18 m<sup>2</sup>: 3 chairs, 19-27 m<sup>2</sup>: 4 chairs, 28-36 m<sup>2</sup>: 6 chairs and up to 27 m<sup>2</sup>: 1 table, 28-36 m<sup>2</sup>: 2 tables
  - f) Socket (220 V), max 500 W: 9-18 m<sup>2</sup>: 1 socket, 19-24 m<sup>2</sup>: 2 sockets, 25-36 m<sup>2</sup>: 3 sockets
  - g) 2 LED-spotlights for every 9 m<sup>2</sup>
  - h) Stand cleaning
  - i) 1 waste paper basket
- Exhibitor passes, tickets for visitors, AchemAsia 2025 posters
- Presentation of products/innovations during technical seminars

Non-use of the services covered by the exhibition fee does not entitle the exhibitor to a reduction of the exhibition fee.

#### 8. Co-exhibitors

Exhibitors who intend to sublet their stand are obliged to register their co-exhibitors separately via the application form for co-exhibitors. The written consent of DECHEMA is required for the admission of co-exhibitors. An admission fee of  $\in$  1,100.00 will be charged for each co-exhibitor. Exhibitor and co-exhibitor are jointly and separately liable for the co-exhibitor fee. Co-exhibitors shall, except for point 7 1) and 2), benefit from the same services as the main exhibitor.

#### 9. Termination, Withdrawal and Compensation

- 9.1 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 exhibition fee after dispatch of the stand confirmation and before the outstanding stand exhibition fee is due.
  - (2) The total exhibition fee 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.

In the event of cancellation, the media package fee will be forfeited after the due date.

9.2 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.

9.3 Shall a co-exhibitor cancel his participation the admission fee and the media-package fee will be forfeited after the due date.

#### 10. Obligation of Acceptance

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

#### 11. Stand Construction

- 11.1 DECHEMA shall be responsible for the overall arrangement of the exhibition. DECHEMA provides the stand construction as described in item 7. The exhibitor may order additional furniture or stand fittings through DECHEMA.
- 11.2 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 General Terms and 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 technical character of the event. The exhibitor is fully responsible and accountable for the safety of exhibits and structures.
- 11.3 Stand structures that are included in the exhibition fee 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. Raw space stands and upgrade stands have a max. height of 4.40 m, single-deck only.
- 11.4 The assembly for basic packages will be on 13 October 2025, for exhibitors who applied for raw space from October 12 13 October 2025 (9:00 am to 6:00 pm). The dismantling shall begin directly after the end of the exhibition on 16 October 2025 whereby further details will be communicated in due time. No booth or exhibit shall be dismantled or removed before the official closing time of the exhibition on the last day of the exhibition.
- 11.5 All exhibits, booth materials and the like shall be removed immediately after the closing of the exhibition. 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 exhibition fee basis.

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

- 12.1 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.
- 12.2 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.
- 12.3 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, Move-in and Move-out

The arrangement and payment for transporting goods to and from the exhibition venue, receiving, decorating and removing its exhibit are entirely the responsibility of the exhibitors. 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.

Exhibitors shall move-in to the exhibition venue and move-out from the exhibition venue according to the arrangements and within the time limits specified by the organiser.

#### 14. Publications and Media Package

Detailed information on each exhibitor will be listed on www. achemasia.de and, if applicable, in the exhibition catalogue. These services will be charged with a mandatory media package fee for each exhibitor and co-exhibitor of  $\in$  350.00. The due date is 14 days after receipt of the invoice. In case of a cancellation after the due date, the media package fee payment will be forfeited, irrespective of whether the exhibitor made use of the media package option.

Covered in the media package are the exhibitor's address details, the company logo, a company profile (English: 200 text characters/Chinese: 100 text characters, 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).

#### 15. Liability and Insurance

15.1 The exhibitor is liable for all losses, injury or damages, that the exhibitor, its employees, its agents or auxiliary staff inflict on others within the context of AchemAsia 2025. The exhibitor is also liable for death or personal injury caused by the negligence of the exhibitor, its employees, its agents or auxiliary staff.

- 15.2 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.
- 15.3 An exhibitor shall be responsible for effecting adequate insurance which shall include (but not be limited to) his or her displays, exhibit and booths against all loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the organiser upon request.
- 15.4 DECHEMA is liable to the exhibitor only for property damage and financial loss 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.
- 15.5 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.
- 15.6 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.
- 15.7 The organiser is not liable to any exhibitor or visitor for the loss of or damage to their property on the exhibition grounds or in the vicinity of the exhibition grounds, unless the organiser is responsible for a grossly negligent or wilful breach of duty. The organiser is also not liable for the injury or death of an exhibitor or visitor on the exhibition grounds or when leaving the exhibition grounds, unless the organiser is responsible for a negligent or intentional breach of duty or there is a statutory, no-fault liability for which the organiser is compulsorily liable.

## 16. Patents, Copyrights and Other Property Rights

16.1 Each exhibitor shall observe intellectual property rights and shall omit infringements. The exhibitor warrants that the exhibits and packages thereof and the related publicity materials and the exhibition stands do not in any way whatsoever violate or infringe any third party's rights including but not limited to trademarks, 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. 16.2 DECHEMA is not liable to exhibitors for third party violation of patents, copyrights and other commercial property rights in connection with AchemAsia 2025. 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 through-out 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

- 18.1 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.
- 18.2 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 exhibition fee 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 exhibition fee.

#### 19. Cancellation of Exhibition

- 19.1 The organiser reserves the right to cancel, alter in character, reduce in scale, shorten or extend the duration of the exhibition at any time without incurring any liability whatsoever to the exhibitors or visitors due to circumstances outside the organiser's control including but not limited to war, embargo, civil unrest, outbreak of disease, legal proceedings or government regulations that make it impossible or impractical, for the organiser in their absolute discretion to hold the exhibition. An exhibitor shall have no right to claim and shall not claim against the organiser or their agents or representatives, whether for loss or damage, or return of part or all of any money paid by the exhibitor in respect of any cancellation, reduction, shortening or extension or any other alteration made to the exhibition made in accordance with this provision.
- 19.2 Furthermore, the organiser shall be entitled to cancel or postpone the exhibition, and to alter its duration and hours of operation. No claim by an exhibitor or visitor for compensation or refund as the case may be, shall be valid

under such circumstances. If the exhibition is required to be cancelled or the duration or hours of operation altered after opening, the General Terms and Conditions of Participation of the exhibition shall be applicable to the new duration and hours of operation. Should the exhibition be discontinued, all money already paid by the exhibitor shall be refunded.

#### 20. Termination of right to exhibit

DECHEMA is entitled to give immediate notice of termination of the contract,

- a) 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;
- b) if, despite DECHEMA's demand, the exhibitor fails immediately to redress violations of the General Terms and Conditions of Participation;
- c) 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.

## 21. 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. We will keep the personal data we hold confidential but may provide information to:

- Personnel, agents, advisers, auditors, contractors, financial institutions, and service providers in connection with our operations or services.
- The public, including persons enquiring about exhibitors of our events.
- Persons under a duty of confidentiality to us.
- Persons to whom we are required to make disclosure under applicable laws.
- Actual or proposed transferees or participants of our services.

## 22. Submission of claims

All claims of the exhibitors shall be made in writing to the organiser no later than fourteen (14) days following the last day of the exhibition. A submission of a claim or any review by the organiser does not in any way indicate any responsibility on the part of the organiser in respect of such claim.

#### 23. Additional rules and regulations

23.1 The organiser reserves the right to interpret, alter and amend these General Terms and Conditions of Participation and to issue additional rules and regulations at any time they consider necessary for the orderly operation of the exhibition, all interpretations of these General Terms and Conditions of Participation and any additional rules and regulations by the organiser shall be final.

- 23.2 Stipulations differing from or supplementing these General Terms and 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 as well as the rules and regulations of the exhibition venue which are deemed to be integral parts of and incorporated into these General Terms and Conditions of Participation. In the event of conflict between the provisions of such rules and regulations and these General Terms and Conditions of Participation shall prevail.
- 23.3 Should one or more provisions of these General Terms and 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.

## 24. Miscellaneous

The Exhibitor's manual for AchemAsia 2025 will form part of these General Terms and Conditions of Participation. The Exhibitor's manual is available on the internet at www.achemasia.de.

#### 25. 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, October 2024

#### DECHEMA Ausstellungs-GmbH