



# Application Form (International Exhibitor)

Company \_\_\_\_\_  
 Street, P.O. Box \_\_\_\_\_  
 City, Postal Code \_\_\_\_\_  
 Country \_\_\_\_\_  
 Area Code Telephone Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Contact:  Mr.  Ms. Position \_\_\_\_\_

Early Bird deadline:  
**31 May 2018**  
 Application deadline:  
**31 Jan 2019**

Member of the following trade associations \_\_\_\_\_  
 Website \_\_\_\_\_  
 Legal Representative (President, Chairman, General Manager, etc.) \_\_\_\_\_

Manufacturer  Dealer  Importer  Distributor  Service Company (multiple entries possible)

Headquarter of the parent company with full address and country:

Under which country would you like to be included in the statistics:  Headquarter  Branch Country: \_\_\_\_\_

**BILLING ADDRESS** (only if address differs from above. A surcharge of 50 EUR for any further change of invoice after issuing.)

Company Telephone \_\_\_\_\_  
 \_\_\_\_\_ Fax \_\_\_\_\_  
 Address E-mail \_\_\_\_\_  
 \_\_\_\_\_ Contact \_\_\_\_\_

<b>1. PARTICIPATION FEES:</b>	<b>2. MARKETING FEES:</b>
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Raw space	Early bird*	Full price*
	before 31 May	after 31 May
9–35 m <sup>2</sup> **	250 EUR/m <sup>2</sup>	280 EUR/m <sup>2</sup>
36–71 m <sup>2</sup>	225 EUR/m <sup>2</sup>	252 EUR/m <sup>2</sup>
72–107 m <sup>2</sup>	212 EUR/m <sup>2</sup>	238 EUR/m <sup>2</sup>
> 108 m <sup>2</sup>	200 EUR/m <sup>2</sup>	224 EUR/m <sup>2</sup>

Description	Price	Check to confirm
Company logo in Visitor Guide floor plan	380 EUR/logo	
Company logo in Visitor Guide exhibitor list	380 EUR/logo	

\* The price discounts apply for individual exhibitors only.

We wish to participate and apply for:

<b>Raw space only (without booth construction)</b> m <sup>2</sup>	<b>Raw space + Shell Scheme Package** (with booth construction)</b> m <sup>2</sup>
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\*\* For space applications under 18 m<sup>2</sup>, shell scheme packages are mandatory. Order form and package price will be available online in October.

**Co-exhibitors:**

A charge of 160 EUR will be applicable for each co-exhibitor or additionally represented company. Please fill the form **Application for registration of co-exhibitors or represented companies** attached (page 6).

This application form is only valid when the applicant receives a written admission confirmation from the organizer, which signifies the conclusion of the rental contract.

**Please complete and submit the index of products and services with this application form.**  
**Please take notice of the Participation Terms A and B as well as the Technical Guidelines.**  
**The attached Participation Terms A and B as well as the Technical Guidelines are recognized as legally binding in all parts.**  
**Each applicant acting on behalf of a third party shall be directly liable for meeting the demands of Messe Muenchen Shanghai Co., Ltd in respect of the above fair.**

Place and date \_\_\_\_\_ Company stamp and legal binding signature \_\_\_\_\_

## Index of Products and Services (Attachment to productronica China 2019 application form )

**Important: Completion of this form is mandatory**

Company

**We shall be presenting exhibits and/or services which come under the following product group(s) in the productronica China 2019 product index:**

- |                             |  |                             |   |
|-----------------------------|--|-----------------------------|---|
| <input type="checkbox"/> 1  | Semiconductor production                   | <input type="checkbox"/> 13 | Production subsystems   |
| <input type="checkbox"/> 2  | Production of displays, LEDs and discretes | <input type="checkbox"/> 14 | Production logistics and material-flow technology                   |
| <input type="checkbox"/> 3  | Photovoltaics production                   | <input type="checkbox"/> 15 | Production technologies for cable processing and connectors         |
| <input type="checkbox"/> 4  | Micronano production                       | <input type="checkbox"/> 16 | Coilware production   |
| <input type="checkbox"/> 5  | Cleanroom technology                       | <input type="checkbox"/> 17 | Hybrid-component manufacturing                                      |
| <input type="checkbox"/> 6  | Materials processing                       | <input type="checkbox"/> 18 | IT to Production, Industry 4.0                                      |
| <input type="checkbox"/> 7  | PCB and circuit-carrier manufacturing      | <input type="checkbox"/> 19 | Production technologies for batteries and electrical energy storage |
| <input type="checkbox"/> 8  | Electronic Manufacturing Services (EMS)    | <input type="checkbox"/> 20 | Organic and printed electronics                                     |
| <input type="checkbox"/> 9  | Component mount technology, pick & place   | <input type="checkbox"/> 21 | 3D Printing, additive manufacturing                                 |
| <input type="checkbox"/> 10 | Soldering and joining technology for PCBs  | <input type="checkbox"/> 22 | Production materials/equipment and environmental technology         |
| <input type="checkbox"/> 11 | Test and measurement, quality assurance    | <input type="checkbox"/> 23 | Services  |
| <input type="checkbox"/> 12 | Product finishing                          | <input type="checkbox"/> 24 | Others, please indicate: _____                                      |

If you have specified more than one main group, please state here where your principal emphasis lies:

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**Trademarks** (As a dealer, please fill in which brands you will exhibit)

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**We like to be allocated within:**

- |   |  |
|---|--|
| <input type="checkbox"/> Motion control segment                             | <input type="checkbox"/> Dispensing segment                            |
| <input type="checkbox"/> EMA (Electronics Manufacturing Automation) segment | <input type="checkbox"/> Soldering tools segment                       |
| <input type="checkbox"/> Cable processing segment                           | <input type="checkbox"/> Materials segment                             |
| <input type="checkbox"/> Connector manufacturing segment                    | <input type="checkbox"/> SMT segment                                   |
| <input type="checkbox"/> Component manufacturing segment                    | <input type="checkbox"/> EMS segment                                   |
|   | <input type="checkbox"/> PCB and circuit-carrier manufacturing segment |

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**To which application field does your products apply? (Multiple Choice)**

- |  |   |
|--|---|
| <input type="checkbox"/> Automotive industry     | <input type="checkbox"/> Aviation & Space technology    |
| <input type="checkbox"/> Industrial electronics  | <input type="checkbox"/> Military electronics           |
| <input type="checkbox"/> Communication systems   | <input type="checkbox"/> Mechanical engineering         |
| <input type="checkbox"/> Consumer electronics    | <input type="checkbox"/> Rail transit                   |
| <input type="checkbox"/> Household appliances    | <input type="checkbox"/> Security & Protection system   |
| <input type="checkbox"/> Computers & Peripherals | <input type="checkbox"/> Lighting engineering           |
| <input type="checkbox"/> Medical technology      | <input type="checkbox"/> Intelligent building           |
| <input type="checkbox"/> New energy              | <input type="checkbox"/> Internet of Things (IoT)       |
|  | <input type="checkbox"/> Others, please indicate: _____ |

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**We are also interested in:**

- productronica (next show: 12-15.11.2019, Munich, Germany )
- productronica India (next show: 26-28.9.2018, BIEC, Bengaluru, India)

# General Terms of Participation (A)

## TECHNICAL GUIDELINES

### (SHANGHAI)

#### A 1 Application

All potential exhibitors wishing to take part in the event must express their wish to do so by fully completing and signing the "Application" form and submitting it to Messe München GmbH. Messe München GmbH is entitled and authorized by Messe Muenchen Shanghai Co., Ltd. to act and invoice on behalf of Messe Muenchen Shanghai Co., Ltd. With the application, exhibitors express to Messe Muenchen Shanghai Co., Ltd. their serious interest in taking part in the event as exhibitors. All exhibits must be described precisely on the application form. Co-exhibitors and additionally represented companies must be named on the application form. The same particulars must be specified as for the exhibitor. Incomplete applications cannot be considered.

This application procedure does not apply to organizers of joint stands. They are not exhibitors as defined by the Terms of Participation.

#### A 2 Eligible exhibits and exhibitors

The Participation Conditions A and B as well as the Technical Guidelines are accepted as legally binding with submission of application documents. The application of the exhibitor represents the contractual offer. The admission or rejection will be confirmed to the exhibitor in writing in due time. Admission cannot be transferred.

The contract between Messe Muenchen Shanghai Co., Ltd and the exhibitor is concluded with the admission. According to this contract, Messe Muenchen Shanghai Co., Ltd is authorized to assign a stand area to an exhibitor, which might deviate from the information in the registration unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if Messe Muenchen Shanghai Co., Ltd does not receive the exhibitor's rejection of the assignment of the stand area within one week. If an exhibitor rejects a stand area before the deadline and the assigned stand area is unacceptable for the exhibitor, the exhibitor can demand that Messe Muenchen Shanghai Co., Ltd assign him an acceptable stand area. If Messe Muenchen Shanghai Co., Ltd does not comply with the demand within an appropriate time period, the exhibitor can withdraw from the contract. The exhibitor does not have any more far-reaching rights.

Exhibitors do not have a legal claim to admission unless such a claim results from the law. Exhibitors who have not fulfilled their financial obligations to Messe Muenchen Shanghai Co., Ltd, e.g., in respect of previous events, or have infringed the regulations governing the use of the event grounds, or the terms of participation, may be excluded from admission. Messe Muenchen Shanghai Co., Ltd is entitled to withdraw from the contract or to terminate the contractual relationship without notice if admission was based on incorrect or incomplete statements by the exhibitor, or if, at a later date, the exhibitor no longer fulfils the conditions for admission.

Only declared and admitted articles shall be exhibited. Messe Muenchen Shanghai Co., Ltd has the right to remove any other exhibits at the exhibitor's risk and expense.

Hired or leased articles shall not be exhibited. Messe Muenchen Shanghai Co., Ltd is entitled to remove such objects at the exhibitor's risk and expense. An exception is made in the case of objects which are not part of the exhibitor's range of goods, but which are required for their display (e.g. for demonstration purposes).

Co-exhibitors shall not be admitted, nor additional organizations represented, unless expressly specified in the notice of admission. Messe Muenchen Shanghai Co., Ltd may exclude specific exhibition objects from the admission and link the admission with conditions. The exhibitor's reservations, conditions, and particular wishes (e.g. regarding location, exclusion of competitors, stand construction or design) will be taken into account only if expressly confirmed in the notice of admission. Space will be allocated according to Messe Muenchen Shanghai Co., Ltd's requirements and the prevailing conditions, and in accordance with the classification system for the trade fair as applied by Messe Muenchen Shanghai Co., Ltd at its own discretion, and not according to the order in which applications are received.

#### A 3 Rental contract

The application of the exhibitor represents the contractual offer. The admission or rejection will be confirmed to the exhibitor in writing in due time. Admission cannot be transferred. The rental contract comes into force when Organizer has notified the exhibitor in writing that he is admitted. This generally occurs when the booth location is confirmed both sides. According to this contract, Organizer is authorized to assign a stand area to an exhibitor, which might deviate from the information in the application unless these deviations are unacceptable for the exhibitor. A deviation is considered acceptable if organizer does not receive the exhibitor's rejection of the assignment of the stand area within one week.

The allocation of the other stands, in particular of neighbouring stands, can change by the time the trade fair opens. Messe Muenchen Shanghai Co., Ltd is also entitled to relocate or close entrances to and exits from the trade fair grounds and halls, and to make other structural alterations. Exhibitors cannot make claims against Messe Muenchen Shanghai Co., Ltd because of such changes.

Messe Muenchen Shanghai Co., Ltd may also subsequently, i.e., after the rental contract and the stand assignment have come into force, change space allocations, and in particular change the location, type, dimensions and size of the exhibition area rented by the exhibitor, insofar as this is necessary for reasons of safety or public order, or because the trade fair is oversubscribed and further exhibitors must be admitted or because changes in assignments of exhibition space ensure that the facilities and space required for the trade fair are used more efficiently. However, such subsequent changes may not exceed the scope which the exhibitor can reasonably be expected to accept. Should such subsequent changes result in a lower participation fee, the difference in amount will be refunded to the exhibitor. Further claims against Messe Muenchen Shanghai Co., Ltd are excluded.

If exhibitors cannot use their stand space or are impaired in the use of their stand because they have infringed legal or official regulations or the Terms of Participation A and B or the Technical Guidelines, they are nevertheless obliged to pay the participation fee in full and to pay Messe Muenchen Shanghai Co., Ltd compensation for all damage caused by themselves, their legal representatives or employees; exhibitors are not entitled to cancel or terminate the contract unless the law specifically entitles them to do so.

#### A 4 Co-exhibitors and additionally represented companies

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor.

If an exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies. Admission of the exhibitor does not mean that a contract exists between Messe Muenchen Shanghai Co., Ltd and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment. This also applies to additionally represented companies if specified in the Special Terms of Participation B. The exhibitor must make this payment. The amount can also be invoiced subsequently by Messe Muenchen Shanghai Co., Ltd

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation A and B, the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors or

additionally represented companies as if they were his own. If co-exhibitors make direct use of Messe Muenchen Shanghai Co., Ltd services, Messe Muenchen Shanghai Co., Ltd is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without Messe Muenchen Shanghai Co., Ltd's prior written consent.

#### A 5 Cancelling the contract

If the location, type, dimensions or size of the exhibition area rented by the exhibitor are subsequently changed so much that the exhibitor can no longer be reasonably expected to accept the exhibition area, the exhibitor is entitled to withdraw from the rental contract within one week of receiving written notification by Messe Muenchen Shanghai Co., Ltd. Otherwise, apart from the statutory rights to withdraw from the contract, the exhibitor has no right to withdraw from this contract. If the exhibitor states that he is withdrawing from the contract, this means – regardless whether he has the right to withdraw from the contract or not – that he is renouncing once and for all his intention to take part in the trade fair. If the exhibitor states that he is withdrawing from the contract and thus renounces once and for all his intention to take part in the trade fair, Messe Muenchen Shanghai Co., Ltd. is entitled to re-let the stand area or use it itself without being obliged to do so, even if the exhibitor has no right to withdraw from the contract. If the exhibitor has stated that he is withdrawing from the contract, although he has no right to do so, the exhibitor is obliged to pay the participation fee. However, Messe Muenchen Shanghai Co., Ltd. must allow as a credit the value of the expenses saved and the advantages it has gained by re-letting or otherwise using the exhibition area; the exhibitor shall not have more far-reaching rights due to the fact that the exhibition space is rented to others or used in another way. In the latter case, however, Messe Muenchen Shanghai Co., Ltd. is to offset the value of the expense saved and the advantages it has gained by re-letting or otherwise using the given stand space. In addition to re-letting the stand space to another exhibitor, other usage thereof may also and above all involve Messe Muenchen Shanghai Co., Ltd. transferring its usage to a third party who would otherwise have been placed elsewhere to avoid giving the impression of a gap in the stand arrangement or re-designing the stand space to conceal the fact that is not occupied. In addition, the exhibitor must pay 35% of the agreed participation fee as flat-rate compensation for expenses incurred by Messe Muenchen Shanghai Co., Ltd. because the exhibitor has withdrawn from the contract without being entitled to do so and has thus, contrary to his duty, cancelled his participation in the trade fair. Messe Muenchen Shanghai Co., Ltd.'s right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that Messe Muenchen Shanghai Co., Ltd. has sustained less damage. To the extent that Messe München GmbH has not rented out the exhibition space to another exhibitor, who would otherwise not have been placed elsewhere, but used the space for other purposes, the exhibitor is to pay Messe München GmbH for expenses incurred resulting from this other utilization of the exhibition space. Messe Muenchen Shanghai Co., Ltd. is entitled to withdraw from the contract if the exhibitor fails to meet his financial obligations to Messe Muenchen Shanghai Co., Ltd. on time, Messe Muenchen Shanghai Co., Ltd. has extended the deadline by 5 days and this deadline for payment has not been met. Messe Muenchen Shanghai Co., Ltd. is also entitled to withdraw from the contract if the exhibitor neglects his duty arising from this contract to respect Messe Muenchen Shanghai Co., Ltd.'s rights, objects of legal protection and interests and Messe Muenchen Shanghai Co., Ltd. can no longer reasonably be expected to adhere to the contract. In the aforementioned cases Messe Muenchen Shanghai Co., Ltd. is entitled not only to withdraw from the contract but also to demand from the exhibitor the agreed participation fee as flat-rate compensation. Messe Muenchen Shanghai Co., Ltd.'s right to claim further damages remains unaffected. The exhibitor can demand that the flat-rate compensation be reduced if he proves that Messe Muenchen Shanghai Co., Ltd. has sustained less damage.

#### A 6 Force majeure, cancellation of the event

If Messe Muenchen Shanghai Co., Ltd is compelled, as a result of force majeure or other circumstances beyond its control (e.g., failure of the power supply), to vacate one or more exhibition areas, temporarily or for longer periods, or to postpone or curtail the trade fair, the exhibitors do not thereby acquire the right to withdraw or cancel, nor do they have any other claims against Messe Muenchen Shanghai Co., Ltd. in particular claims for damages.

If Messe Muenchen Shanghai Co., Ltd cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, or because it has become unreasonable for Messe Muenchen Shanghai Co., Ltd to hold the event, Messe Muenchen Shanghai Co., Ltd is not liable for damages and disadvantages to exhibitors arising from the cancellation of the event.

#### A 7 Participation fees

The participation fees are calculated in accordance with the rates specified in the Special Terms of Participation (see Part B "Participation fees"). Each square metre or part thereof will be included in full in the calculation, the floor area always being considered rectangular, without taking account of projections, supports, service connections and the like.

The applicant shall be invoiced for 100% of the participation fee shortly after receiving his written admission confirmation. This payment will be refunded if the applicant is not admitted to the trade fair, but may be detained by Messe Muenchen Shanghai Co., Ltd. to off-set liquidated damages as may be claimed by Messe Muenchen Shanghai Co., Ltd. under above clause A5 if the admission was already confirmed by Messe Muenchen Shanghai Co., Ltd., which shall not jeopardize any other remedies Messe Muenchen Shanghai Co., Ltd. shall have under statutory law. Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Payment of the participation price as well as payment for admitting co-exhibitors is a prerequisite for occupation of the exhibition area.

If exhibitors have ordered Messe Muenchen Shanghai Co., Ltd services, Messe Muenchen Shanghai Co., Ltd is entitled to withhold such services, including the supply of electricity, water, compressed air, etc., until the exhibitor has fulfilled his financial obligations to Messe Muenchen Shanghai Co., Ltd. This applies in particular to obligations arising from previous events. Terms and conditions of payment are in accordance with the Special Terms of Participation (see Part B "Terms and conditions of payment"). Messe Muenchen Shanghai Co., Ltd reserves the right to enforce the lessor's lien, as permitted by law, in order to secure Messe Muenchen Shanghai Co., Ltd's claims arising from the rental. The exhibitor must inform Messe Muenchen Shanghai Co., Ltd at any time about the ownership of articles, which are exhibited or to be exhibited. If an exhibitor does not meet his financial obligations, Messe Muenchen Shanghai Co., Ltd can detain the exhibits and stand fittings and, at the exhibitor's expense, sell them at public auction or privately. The legal provisions on the realization of the pledge are – as far as permitted by law – excluded. Messe Muenchen Shanghai Co., Ltd does not accept liability for damage to exhibits and stand fittings detained under this clause, unless Messe Muenchen Shanghai Co., Ltd is guilty of intent or gross negligence.

Upon special application by the exhibitor, the participation price and/or the payment for the admittance of co-exhibitors can be invoiced to a third party. As prerequisites, the third party must declare acceptance of the obligation or promise to pay the amount owed to Messe Muenchen Shanghai Co., Ltd, and Messe Muenchen Shanghai Co., Ltd must declare its agreement with such.

Should the exhibitor wish to have an invoice rewritten because the name, legal form or address of the recipient of the invoice has changed, the exhibitor is obliged to pay Organizer a sum amounting to 50 EUR for each change of invoice unless the details in respect of name, legal form or address of the recipient of the invoice were incorrect on the original invoice and Organizer was responsible for the incorrect details. The exhibitors should be ultimately responsible for failure of third party.

#### **A 8 Warranty**

Complaints about any defects in the stand or exhibition area are to be made in writing to Messe Muenchen Shanghai Co., Ltd immediately on occupying the exhibition area, and at the latest on the last day for stand assembly, so that Messe Muenchen Shanghai Co., Ltd can remedy such defects. Later complaints cannot be considered and cannot give rise to claims against Messe Muenchen Shanghai Co., Ltd.

#### **A 9 Liability and insurance**

Messe Muenchen Shanghai Co., Ltd is liable for personal injury (damage arising from injury to life, body or health) caused by neglect of duty for which Messe Muenchen Shanghai Co., Ltd, its legal representatives or employees are responsible, as well as for other damage caused by intentional or grave breach of duty by Messe Muenchen Shanghai Co., Ltd, its legal representatives or employees. Messe Muenchen Shanghai Co., Ltd is also liable for any damage caused by grave breach of cardinal duties by Messe Muenchen Shanghai Co., Ltd, its legal representatives or employees. In these cases Messe Muenchen Shanghai Co., Ltd is liable only if the damage is typical damage and not consequential damage and then only up to 5 times the net participation fee, at most, however, 65,000 EUR per claim. This limitation of liability applies only to entrepreneurs, legal persons under public law or special fund under public law. If the exhibitors are entrepreneurs, legal persons under public law or special funds under public law, Messe Muenchen Shanghai Co., Ltd is under no circumstances liable for damage to or loss of goods brought to the trade fair by the exhibitor or the stand fittings or furnishings. In this case, it is immaterial whether such damage or loss occurs before, during or after the trade fair. The same applies to vehicles left on the trade fair grounds by exhibitors, their employees or representatives. For his part, the exhibitor is liable for any culpable damage to persons or property caused by him, his employees, representatives and exhibitors and their exhibition articles or exhibition installations and equipment. Each exhibitor is obligated to take out suitable insurance with sufficient insurance coverage with an insurer registered in the European Union and to pay the premiums incurred (including insurance tax) in good time.

#### **A 10 Photography, filming, video recording, and sketching**

Only persons authorised by Messe Muenchen Shanghai Co., Ltd and in possession of a valid Messe Muenchen Shanghai Co., Ltd pass may film, photograph, or make sketches or video recordings in the exhibition halls. Under no circumstances may photographic or other images or recordings be made of other exhibitors' stands. If this rule is infringed, Messe Muenchen Shanghai Co., Ltd can demand that the recorded material be surrendered and take legal steps to achieve this end. Photographs of stands which are to be taken outside normal opening hours and need special lighting require Messe Muenchen Shanghai Co., Ltd's prior consent. Such photographs require the main ring circuit to be switched on by the hall electrician. The exhibitor will be charged the costs incurred, insofar as they are not borne by the photographer. Messe Muenchen Shanghai Co., Ltd is entitled to have photographs, drawings, films and video recordings made of events at the trade fair, of stands and exhibits, and to use them for advertising or general press publications.

#### **A 11 Catering, deliveries to stands**

Only companies approved for the event grounds may supply exhibition stands with food, beverages and/or flowers. Deliveries to exhibition stands are only permitted with restrictions. Messe Muenchen Shanghai Co., Ltd is authorized to allow deliveries to stands only at certain times.

#### **A 12 Intellectual property rights**

Messe Muenchen Shanghai Co., Ltd. expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, Messe Muenchen Shanghai Co., Ltd. is entitled but not obliged to set up an Intellectual Property Complaint Office (IP Office) for each trade fair, whose purpose shall be to support exhibitors in cases of infringement of their IP rights by other exhibitors. If it is proved to Messe Muenchen Shanghai Co., Ltd., by presentation of a court decision, that an exhibitor has infringed the intellectual property rights of another exhibitor with the articles on display, printed papers, advertising materials, or otherwise, then Messe Muenchen Shanghai Co., Ltd. is entitled, although not obliged, to remove from the offender's stand the exhibits, printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. Messe Muenchen Shanghai Co., Ltd. is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against Messe Muenchen Shanghai Co., Ltd., unless the latter is guilty of gross negligence or wrongful intent.

#### **A 13 Exhibitors' passes**

Messe Muenchen Shanghai Co., Ltd expects exhibitors to respect the intellectual property rights of other exhibitors. For this end, Messe Muenchen Shanghai Co., Ltd is entitled but not obliged to set up an Intellectual Property Complaint Office (IP Office) for each trade fair, whose purpose shall be to support exhibitors in cases of infringement of their IP rights by other exhibitors. If it is proved to Messe Muenchen Shanghai Co., Ltd, by presentation of a court decision, that an exhibitor has infringed the intellectual property rights of another exhibitor with the articles on display, printed papers, advertising materials, or otherwise, then Messe Muenchen Shanghai Co., Ltd is entitled, although not obliged, to remove from the offender's stand the exhibits, printed matter, or advertising material causing such infringement and to impound them until the end of the trade fair, to close the offender's stand, and/or to expel him and his staff from the trade fair grounds. Messe Muenchen Shanghai Co., Ltd is also entitled to exclude the offender from future trade fairs. If such measures prove unjustified, no claim for damages can be made against Messe Muenchen Shanghai Co., Ltd, unless the latter is guilty of gross negligence or wrongful intent. For the time in which the trade fair is held, the exhibitor receives a number of free exhibitors' passes as specified in the Special Terms of Participation. Any additional exhibitors' passes requested are charged for. All exhibitors' passes are numbered and the passes are not transferable. Exhibitors' passes must not be given away or sold to unauthorised third parties, e.g. to persons or companies who wish to offer goods for sale or to render services at the trade fair centre without corresponding authorisation from Messe Muenchen Shanghai Co., Ltd. Exhibitors' passes are issued only after payment of the participation fee, and the remuneration for the admission of any co-exhibitors.

#### **A 14 Assembly, staffing and dismantling of stand**

The dates for assembly and dismantling, specified in the Special Terms of Participation, must be observed. Stands not occupied by the last day for assembly may be disposed of as Messe Muenchen Shanghai Co., Ltd sees fit.

Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes. If they break this rule, Messe Muenchen Shanghai Co., Ltd is entitled to demand a penalty of 325 EUR.

Messe Muenchen Shanghai Co., Ltd is entitled to exclude from future trade fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair, or who otherwise infringes the Terms of Participation, without prejudice to Messe Muenchen Shanghai Co., Ltd's right to cancel the contract in accordance with Section A5 or to a claim for all costs thereby incurred by Messe Muenchen Shanghai Co., Ltd.

#### **A 15 Verbal agreements**

All verbal agreements, individual and special arrangements are valid only with Messe Muenchen Shanghai Co., Ltd's written confirmation.

#### **A 16 Regulations for use**

Exhibitors must comply strictly with the building and use rules for the event grounds. Exhibitors are not permitted to spend the night in the halls or on the open-air grounds. Exhibitors must take the other participants in the event into consideration, must not act contrary to public policy and must not misuse their participation in the event for ideological, political or other purposes which have nothing to do with the event.

#### **A 17 Period of limitation, period of exclusion**

All the exhibitor's claims against Messe Muenchen Shanghai Co., Ltd arising from the stand rental, and all legal proceedings in connection therewith lapse after a period of six months. This period of limitation starts at the end of the month in which the closing date of the fair falls. Not with standing the provisions set out in Clause A8, any complaints about invoices are to be made in writing within a period of exclusion amounting to 14 days following receipt of the invoice concerned.

#### **A 18 Place of performance, applicable law**

Shanghai shall be the place of performance, also for all financial obligations. Only the law of the People's Republic of China shall apply.

#### **A 19 Jurisdiction, arbitration agreement**

The following shall apply to exhibitors incorporated in the PR of China: In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may bring an action at the court which has jurisdiction at the registered address of Messe Muenchen Shanghai Co., Ltd.

The following shall apply to exhibitors incorporated or with their principal place of business outside the PR of China:

In the event of any dispute, controversy or claim (collectively, "dispute") arising out of or relating to this rental contract, or the breach, termination or invalidity of this rental contract, the both parties shall attempt in the first instance to resolve such dispute through friendly consultations. If any dispute is not resolved by friendly consultations, then any party may submit the dispute to the China International Economic and Trade Arbitration Commission Shanghai Sub-Commission for arbitration in Shanghai in accordance with its rules of arbitration procedure.

#### **A 20 Data protection**

In compliance with data protection legislation, the person-related data of the exhibitor is processed and used for fulfilling the business purposes of Messe Muenchen Shanghai Co., Ltd as well as being forwarded to third parties in order to above all fulfil the purpose of the contract concerned. Personal data of the Exhibitor shall be used by third parties for marketing purposes of related trade fairs by the associate companies of Messe Muenchen Shanghai Co., Ltd.

#### **A 21 Severability Clause**

Should the provisions set out in the Terms of Participation or Technical Guidelines be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected. In such a case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue. In case of divergence between the English and the Chinese text, the English shall prevail.

As of March 2018

**Title of the trade fair**  
**productronica China 2019**

**Venue**  
**Shanghai New International Expo Centre, Shanghai, China**

**Duration and Opening hours**  
**March 20–22 2019**  
**March 20–21, 9 a.m. to 5 p.m.**  
**March 22, 9 a.m. to 4 p.m.**

**Organizer:**  
**Messe Muenchen Shanghai Co., Ltd.**  
**11th floor, PINGAN Fortune Tower, 1088 Yuanshen Road,**  
**Pudong New Area, Shanghai 200122**  
**Tel: +86-21-2020-5500**  
**Fax: +86-21-2020-5699**  
**E-mail: epc@mmei-shanghai.com**  
**Website: productronica-china.com**

**Special Terms of Participation (B)**

All prices indicated below are gross, Chinese Business Tax is included. No value-added tax is required.

**B 1 Application (see A 1)**

Applications are to be made on the enclosed form, which should be returned to Messe München GmbH at the earliest opportunity, filled in and signed with a legally binding signature. One copy is retained by the applicant.

**B 2 Permitted exhibits and exhibitors (see A 2)**

All domestic and foreign manufacturers or their Chinese subsidiaries, general importers and specialist dealers authorized by the manufacturers are admitted as exhibitors. General importers and authorized specialist dealers may only exhibit machines and plants whose manufacturers are not represented at productronica China 2019.

All exhibits must correspond to the relevant range of exhibits for this trade fair and be designated by name and category on the application form. Articles other than those permitted and registered, as well as used or leased machinery, may not be exhibited. Messe Muenchen Shanghai Co., Ltd has the final decision.

Organisers of joint stands are not exhibitors as defined by the Special Terms of Participation.

**B 3 Co-exhibitors and additionally represented companies (see A 1/2/4)**

Permission for co-exhibitors and additionally represented companies must be requested in writing. The registration fee is 160 EUR for each co-exhibitor or additionally represented company admitted.

**B 4 Participation fees (see A7)**

The participation fees per m<sup>2</sup> of floor space are:

a) In the halls (minimum stand size 9 m<sup>2</sup> for shell scheme and 18 m<sup>2</sup> for raw space)

Raw space	Early bird	Full price
	before 31 May	After 31 May
9–35 m <sup>2</sup>	250 EUR/m <sup>2</sup>	280 EUR/m <sup>2</sup>
36–71 m <sup>2</sup>	225 EUR/m <sup>2</sup>	252 EUR/m <sup>2</sup>
72–107 m <sup>2</sup>	212 EUR/m <sup>2</sup>	238 EUR/m <sup>2</sup>
> 108 m <sup>2</sup>	200 EUR/m <sup>2</sup>	224 EUR/m <sup>2</sup>

\*There is a wide variety of shell schemes on offer. Please see separate order form.

Upper-storey stand space will not cost any of the price of the respective ground-floor space.

b) Besides the rent of the stand area, the participation fees includes extensive services provided by Messe Muenchen Shanghai Co., Ltd., such as consultation and planning advice, publicity work, organization and technical assistance.

**B 5 Terms of payment (see A 7)**

The deadlines for payment given in the invoices must be observed. Each square meter or part thereof will be included in full in the calculation, the floor space always being considered rectangular, without taking account of projections, supports, service connections and the like. This payment will be refunded if the applicant is not admitted to the trade fair, but will be forfeited if the applicant withdraws unilaterally and completely from the undertaking. The exhibitor shall receive an invoice for the remainder of the participation fee after stand assignment. Payment of the invoices is due immediately unless other payment deadlines are stated in the invoices. Prior payment in full of the amount invoiced is a condition for access to the exhibition area, an entry in the catalogue, and provision of workers' and exhibitors' passes.

The applicant or exhibitor will receive invoices for all additional charges (e.g. technical services, advertising material) with the confirmation of the order; they are to be paid immediately on receipt. All invoiced amounts in all Messe Muenchen Shanghai Co., Ltd. invoices, which are connected with the event, are to be paid in EUR, without deductions and free of all charges, by credit transfer to the account specified in the invoices, mentioning the exhibitor's company name and invoice number.

**B 6 Dates of setting up and dismantling (see A 14)**

a) In the halls:

Beginning of set-up on March 18, 2019, 9 a.m. Dismantling must be completed by 10 p.m. on March 22, 2019. An extension is possible only in exceptional cases with the written permission of Messe Muenchen Shanghai Co., Ltd.'s Operations Department.

**B 7 Stand design and equipment (see Technical Guidelines)**

a) In the halls Stand height:

The maximum construction and advertising height for stand construction is 6 m.

Assuming that the Technical Guidelines are observed in designing and constructing a stand, drawings need to be submitted for one-storey stand construction in the halls insofar as they are built by the exhibitor. On request, Messe Muenchen Shanghai Co., Ltd. will check submitted stand construction plans (submitted in two copies) for exhibitors. No specific approval will be issued.

All other stand constructions which are higher than 3 meters, multi-storey stands (see item 4.9 Technical Guidelines), mobile stands, stands with bridges, stairs, cantilevered roofs, galleries, etc.) and constructions on the open-air exhibition grounds require approval.

Two-storey stand construction is permitted in the halls with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by Messe Muenchen Shanghai Co., Ltd. Approval for the two-storey stand depends on the position of the stand within the hall and the area it occupies. Stand drawings containing elevations and cross-sections, cutaway view, electricity layout, static test report or static load calculation, specification of construction must be submitted in duplicate to Messe Muenchen Shanghai Co., Ltd.'s Operations Department for approval by the deadline specified, at the latest 8 weeks before stand assembly is to start.

For two-storey structures covering more than 30 m<sup>2</sup>, exhibitors need to install sprinkler systems on the ceilings of each storey. The structures of the stand cannot hang on the structures of the hall.

In the case of infringement of any of the conditions specified here,

Messe Muenchen Shanghai Co., Ltd is entitled to take action in accordance with the General Terms of Participation. Messe Muenchen Shanghai Co., Ltd will erect partition walls only upon request and at the exhibitor's expense. Exhibitors will receive, in good time, the order form for these walls and further stand walls (height 2.50 m) with the Exhibitors' Manual.

b) On the open-air site

All structures to be set up in the open-air area exhibition grounds require the prior consent of Messe Muenchen Shanghai Co., Ltd. Permission from the construction supervising authority must be obtained for building facilities, which exceed a roofed area of 50 m<sup>2</sup> or a height of 3.00 m.

Two-storey stand construction is permitted in the open-air site with the approval of a top-level certified structural engineer, who is employed by the exhibitor or recommended by Messe Muenchen Shanghai Co., Ltd. Approval for the two-storey stand depends on the position of the stand and the area it occupies. The required application forms as well as plans of ground and upper floor, elevations, cross-sections, electricity layout and static calculations or test reports, specification of construction and material must be submitted to Messe Muenchen Shanghai Co., Ltd's Operations Department in due time, but at least 8 weeks before setup begins.

At the setup of facilities, especially buildings, all applicable regulations at the event site must be observed.

Attention must be paid to all existing supply pipes, foundations, distribution boxes, etc. during all setup work. Insofar as they are within individual stand areas, they must be accessible at all times. Stand structures may not be built nearer than 0.5 m to the border of neighboring stands unless Messe Muenchen Shanghai Co., Ltd gives written permission for this.

Construction elements, stand signboards and banners must be arranged so that there is no unreasonable nuisance to neighbours. Misleading company signs must be removed at the request of the trade fair management. For all construction work, allowance must be made for existing supply lines, distribution boxes, etc. Where these are located within individual stand areas, they must be accessible at all times. Any underground work may only be commenced after approval by Messe Muenchen Shanghai Co., Ltd's Operations Department. Exhibitors whose stands adjoin the enclosing fence of the trade fair grounds may not use the fence for their construction purposes. Use of the outside of the fence to carry advertising material is not permitted. Publicity balloons are not permitted on the trade fair grounds. In the case of infringement of any of the conditions specified here, Messe Muenchen Shanghai Co., Ltd is entitled to take action in accordance with the General Terms of Participation.

**B 8 Other regulations**

All building structures on the trade fair grounds shall be executed in accordance with the legal requirements for construction materials. Revolving tower cranes, etc. must be secured according to regulations. Suspending advertising media or other loads (apart from flags) from cranes is prohibited for safety reasons.

**B 9 Technical installations**

Applications for electrical installation, water, drainage, and telecommunications can be considered only if submitted in due time on the order forms available from Messe Muenchen Shanghai Co., Ltd. The precise terms of delivery and the connection fees are stated on these forms.

**B 10 Restoration of the exhibition areas**

All exhibition areas must be handed over to Messe Muenchen Shanghai Co., Ltd's Operations Department in their original condition by the stipulated date for completion of dismantling. At the end of the exhibition, exhibitors must remove from the site all the materials especially the double-sided carpet tape used from their stands by the respective timings stated in the "Operations Schedule". Messe Muenchen Shanghai Co., Ltd is entitled to charge the exhibitor concerned for the removal of excessive waste (stand construction debris, crates/pallets, cartons, packing materials or literature) by a contracting firm at exhibitor's cost.

**B 11 Use of equipment**

Only cranes, fork-lift trucks and working platforms may be used that have been provided by the Messe Muenchen Shanghai Co., Ltd service partners responsible. In special cases, the consent of Messe Muenchen Shanghai Co., Ltd Operations Department is required.

**B 12 Transport of track-laying vehicles**

Only track-laying vehicles with smooth track plates, that are also approved for public roadways, may be driven on the roads of the trade fair grounds. The transport of track-laying vehicles into the exhibition halls is permitted only with the express approval of Messe Muenchen Shanghai Co., Ltd Operations Department. The exhibitor is fully responsible for any damage to road surfaces and hall floors.

**B 13 Sales regulations**

Direct sales and other services or deliveries made from the stand are not permitted.

Exhibited goods must not be delivered to purchasers until after the trade fair closes. Sales are permitted only to wholesalers, retail or trade customers.

**B 14 Catalogue, Internet, Visitor Information**

An official trade-fair catalogue, an Internet database and visitor information will be compiled for the trade fair. All exhibitors (including co-exhibitors, companies at joint stands and additionally represented companies) are included, with the name indicated in the application, in the alphabetical list of exhibitors in these media. The minimum entry contains the exhibitor's company name, hall and stand number in the alphabetical list of exhibitors. Exhibitors (including co-exhibitors and companies at joint stands) will be offered other entries, e.g. in the Product Index, and other forms of presentation in these media on a separate order form. The forms will be sent to applicants in good time. Messe Muenchen Shanghai Co., Ltd assumes no responsibility for the correctness and completeness of the catalogue, Internet database and visitor information. The exhibitor is solely responsible for the permissibility under law – and particularly the law on competition – of any advertisement placed in the trade fair catalogue, the Internet database or the visitor information of Messe Muenchen Shanghai Co., Ltd at the instigation of the advertiser. Should third parties assert claims against Messe Muenchen Shanghai Co., Ltd on account of the impermissibility of the advertisement under law in general or the law on competition, the advertiser shall hold Messe Muenchen Shanghai Co., Ltd fully safeguarded against all claims asserted including all costs of any necessary defence in court on the part of Messe Muenchen Shanghai Co., Ltd. The same applies to exhibitor entries actuated by exhibitors in the trade fair catalogue, the Internet database or the visitor information of Messe Muenchen Shanghai Co., Ltd.

**B 15 Workers' and exhibitors' passes (see A 13)**

For the time in which the trade fair is held, each exhibitor receives the following number of exhibitors' passes free of charge:

Registered m <sup>2</sup> :	Passes :	Registered m <sup>2</sup> :	Passes :
9 to 17	5	55 to 100	35
18 to 26	10	101 to 400	50
27 to 54	25	more than 400	maximum 50

The number of exhibitor's passes is not increased for co-exhibitors or additionally represented organisations. Additional exhibitors' passes are obtainable from the trade fair management and will be charged for. Exhibitors' passes are intended solely for stand personnel and must not be passed on to third parties.

Workers' passes for setting up and dismantling of stands are available in the numbers required and will be charged for. These passes are valid only during the time of setting up and dismantling and do not authorise the holder to enter the trade fair centre during the event. Workers' passes must not be passed on to unauthorised third parties, i.e. to any third party not in a relationship of permanent or temporary employment with the exhibitor.

**B 16 Circular letters**

Once the stands have been allocated, exhibitors will be informed by circular of further details concerning preparation and organization of the trade fair.

**B 17 Alterations**

Messe Muenchen Shanghai Co., Ltd reserves the right to make alterations and additions in matters affecting technical arrangements and safety.



# Application for registration of co-exhibitors or represented companies (to be filled in by main exhibitor)

## MAIN EXHIBITOR

STAND NO. (if already known) COMPANY | \_\_\_\_\_ |

| \_\_\_\_\_ | CONTACT | \_\_\_\_\_ | Tel | \_\_\_\_\_ |

We hereby authorize the company below as co-exhibitor or additionally represented company at our stand at productronica China 2019. The company has all technical and commercial documents necessary for the information of visitors concerning the exhibits on display. The exhibits correspond with the Index of Products and Services of productronica China 2019.

**CO-EXHIBITOR**

**ADDITIONALLY REPRESENTED COMPANY**

Company

| \_\_\_\_\_ |

Street, P.O. Box

| \_\_\_\_\_ |

City, Postal Code

| \_\_\_\_\_ |

Country

| \_\_\_\_\_ |

Area Code

Telephone

Fax

| \_\_\_\_\_ |

E-mail

| \_\_\_\_\_ |

Contact:  Mr.  Ms.

Position

| \_\_\_\_\_ |

**(see overleaf, A4 and B3  
Terms of Participation)**

Website

| \_\_\_\_\_ |

Legal Representative (President, Chairman,  
General Manager, etc.)

| \_\_\_\_\_ |

Manufacturer  Dealer  Importer  Distributor  Service Company (multiple entries possible)

Headquarter of the parent company with full address and country:

Under which country would you like to be included in the statistics:  Headquarter  Branch Country: \_\_\_\_\_

## INDEX OF PRODUCTS AND SERVICES

- |   |   |
|---|---|
| <input type="checkbox"/> 1 Semiconductor production                   | <input type="checkbox"/> 13 Production subsystems   |
| <input type="checkbox"/> 2 Production of displays, LEDs and discretes | <input type="checkbox"/> 14 Production logistics and material-flow technology                   |
| <input type="checkbox"/> 3 Photovoltaics production                   | <input type="checkbox"/> 15 Production technologies for cable processing and connectors         |
| <input type="checkbox"/> 4 Micronano production                       | <input type="checkbox"/> 16 Coilware production   |
| <input type="checkbox"/> 5 Cleanroom technology                       | <input type="checkbox"/> 17 Hybrid-component manufacturing                                      |
| <input type="checkbox"/> 6 Materials processing                       | <input type="checkbox"/> 18 IT to Production, Industry 4.0                                      |
| <input type="checkbox"/> 7 PCB and circuit-carrier manufacturing      | <input type="checkbox"/> 19 Production technologies for batteries and electrical energy storage |
| <input type="checkbox"/> 8 Electronic Manufacturing Services (EMS)    | <input type="checkbox"/> 20 Organic and printed electronics                                     |
| <input type="checkbox"/> 9 Component mount technology, pick & place   | <input type="checkbox"/> 21 3D Printing, additive manufacturing                                 |
| <input type="checkbox"/> 10 Soldering and joining technology for PCBs | <input type="checkbox"/> 22 Production materials/equipment and environmental technology         |
| <input type="checkbox"/> 11 Test and measurement, quality assurance   | <input type="checkbox"/> 23 Services  |
| <input type="checkbox"/> 12 Product finishing                         | <input type="checkbox"/> 24 Others, please indicate: _____                                      |

The application fee is **160 EUR** for each co-exhibitor or additionally represented company admitted and will be charged to the main exhibitor. The catalogue entry online and in Visitor Guide is free of charge for all co-exhibitors, which includes the company name, hall and stand number. Further services can be ordered with separate order forms in the Exhibitor Manual.

Place and date

Company stamp and legal binding signature

## Extract from the Terms of Participation A and B

### A 4 Co-exhibitors and additionally represented companies

A co-exhibitor is one who presents his own goods or services, using his own staff, at the stand of another exhibitor (the main exhibitor). This definition includes group companies and subsidiaries. Agents and representatives are not admitted as co-exhibitors.

In the case of an exhibitor who is also a manufacturer, an additionally represented company is any other company whose goods or services are offered by the exhibitor.

If an exhibitor who is a distributor displays not only the products of one manufacturer but also goods and services of other companies, then these count as additionally represented companies.

Admission of the exhibitor does not mean that a contract exists between Messe Muenchen Shanghai Co.,

Ltd and the co-exhibitors or other companies he represents. Co-exhibitors are admitted against payment.

This also applies to additionally represented companies if specified in the Special Terms of Participation B.

The exhibitor must make this payment.

The amount can also be invoiced subsequently by Messe Muenchen Shanghai Co., Ltd.

The exhibitor is responsible for ensuring that his co-exhibitors and other companies he represents comply with the Terms of Participation A and B, the Technical Guidelines as well as the instructions of the Trade Fair Management. The exhibitor is liable for the debts and negligence of his co-exhibitors or additionally represented companies as if they were his own. If co-exhibitors make direct use of Messe Muenchen Shanghai Co., Ltd services, Messe Muenchen Shanghai Co., Ltd is entitled to invoice the exhibitor for these services. He is jointly and severally liable. The exhibitor may not move, exchange or share his stand, nor surrender it either in part or in whole to third parties, without Messe Muenchen Shanghai Co., Ltd's prior written consent.

### B 3 Co-exhibitors and additionally represented companies (see A 1/2/4)

Permission for co-exhibitors and additionally represented companies must be requested in writing. The registration fee is 160 EUR for each co-exhibitor or additionally represented company admitted.