Participation Contract
參展合同

Stand No. 展台號

AFE 2012
Asia Funeral Expo & Conference
亞洲殯葬博覽及會議
17 – 19 • 5 • 2012
Hong Kong Convention & Exhibition Centre
香港會議展覽中心
Hong Kong 香港
www.asiafuneralexpo.com

Please complete this form (2-side) and fax to the organizer:
請填寫申請表格(雙面)，並傳真至主辦單位：

Vertical Expo Services Company Limited
縱延展業有限公司
Rooms 1101, 193 Lockhart Road, Wanchai, Hong Kong
香港灣仔駱克道193號東超商業中心1101-1103室
Tel / 電話 : (852) 2528 0275 / 3904 3831 Fax / 傳真 : (852) 2528 0072 Email / 電郵: afe@verticalexpo.com

Please use BLOCK LETTERS to complete this form. The information will be used for catalogue listing & other promotional uses.
請用正楷填寫此表格，資料將被登錄於展覽會會刊及作其他宣傳用途。

Company Name (English) :_____ 公司名稱 (中文)_____

Address 地址:_____

**Billing Address: *(kindly specific Billing Address only if it is different from the registered Company's Address shown above)*
**發票地址: *(如發票地址與以上登記公司相同，則不用填寫)*:_____

City/Postal Code 城市/郵編:_____ Country/Territory 國家/地區:_____

Tel 電話:_____ Fax 傳真: _____ E-mail 電郵: _____

Contact Person 聯繫人: (Mr 先生/ Ms 女士):_____ Job Title 職位: _____

Products / Services / Brand(s) 產品/服務/品牌:_____ Website 網站: _____

**Description of Products (Please attach a 50-words product description in English OR Both Chinese & English for promotion)*
**產品簡介 (請附上 50 字的中英文產品簡介作宣傳之用)*

Business Type 公司類型

- ❒ 101 Agent 代理商
- ❒ 102 Buying Office 採購辦事處
- ❒ 103 Consultant 諮詢顧問公司
- ❒ 104 Distributor 分銷商
- ❒ 105 Exporter 出口商
- ❒ 106 Importer 進口商
- ❒ 107 Manufacturer 製造商
- ❒ 108 Retailer 零售商
- ❒ 109 Services 服務
- ❒ 110 Trading Company 貿易公司
- ❒ 111 Wholesaler 批發商
- ❒ 112 Other 其他: _____

PARTICIPATION COST 參展費用

Furnished Stand (min. 9 m^2) 標準展台 (9 平方米起)	Total (USD)
USD 3,080 / 9m^2 平方米 X ___ = ____ m^2 平方米 (___m / 米 X ___ m / 米)	USD _____
Raw Space (min 36 m^2) 空地(36 平方米起)	**Total (USD)**
USD 2,530 / 9m^2 平方米 X ____ = ____ m^2 平方米 (____m / 米 X ____ m / 米)	USD _____
Please indicate number of open sides you request (subject to availability) 多邊開展台附加費:	
❒2 open side 兩邊 (5% premium) ❒3 open sides 三邊 (7.5% premium) ❒Island stand 獨立(10% premium)	
** Stands with more than one open side are charged with a premium on the total stand rental as appropriate.*	

Conditions of Participation 參展協議 :

In submitting this Participation Contract, the Exhibitor hereby agrees to accept all the terms stated in the Conditions of Participation. The Exhibitor understands this is a professional trade show in which retailing in not allowed and its exhibit right can be terminated by the Organizers immediately upon breach of agreement. 本參展商提交此展位元申請表格，並同意接受所有附帶參展條件，我司明白此展覽爲專業展覽會，不可進行任何零售活動。如有違規，主辦單位有權立即取消我司之參展資格。

All payment should be made in USD currency only. All banking charges are to be borne by applicant. 所有款項應以美元支付，所有銀行手續費用應由申請人承擔。

Contract and invoice without the stamp and signature by the Organizer is not a valid contract. The company involved will not have the right to exhibit and The Organizer shall not be responsible for any loss incurred with reference to the invalid contract. 任何未經主办单位盖章和签署之合同及發票，及非主办单位提供之指定银行账号，主办单位概不承認。

***Furnished stand** includes wall paneling, fascia, carpet, furniture & basic equipment (please refer to exhibitor's manual for details).*
標準展臺包括：牆板,楣板,地毯,家俱及基本設備。(詳情請參考參展商手冊)

***Raw Space** ONLY (Hall management fee is required for Raw Space Booking). 空地展位需付施工管理費。*

PAYMENT TERMS 付款條件

We agree to pay 50% deposit on confirmation of admission of space.
The remaining payment must be paid in full on or before the date indicated in the invoice.
我司同意支付50%訂金確認展位批准，餘額在發票指定日期或之前付清。

Payment 付款 :

All cheques/bankdrafts/telegraphic/transfers should be made to :
Vertical Expo Services Company Limited
Bank name: Hang Seng Bank
USD Saving Account: 024-294-580055-201
Bank swift code: HASEHKHH
Bank address: 83 Des Voeux Road, Central, Hong Kong

請將支票/銀行匯票/電匯(T/T)開至 :
縱延展業有限公司
銀行名稱 : 香港恒生銀行
帳號(美元) : 024-294-580055-201
銀行 swift code: HASEHKHH
地址 : 香港中環德輔道中83號

Signature of Exhibitor 參展商簽署 :

_____
Company stamp and legal binding signature 公章/授權簽字
Date 日期:_____

To be completed by the Organizer 由主辦單位填寫	
Accepted by 經主辦單位同意 :	Zone Allocated 分配展區 : _____
	Booth no. and Size 展台號及面積 : _____
	Sales 銷售員 : _____
	Contract No. 合約編號 : _____
_____	Invoice No. 發票編號 : _____
Signature / Company stamp 公章/授權簽字	Remark 備註 : _____
	Date 日期 : _____

Stand No. 展台號

Please complete this form (2-side) and fax to the organizer or to our representative in your region:
請填寫申請表格(雙面)，並傳真至主辦單位或我們在您所在地區的代表：
Vertical Expo Services Company Limited
縱延展業有限公司
Rooms 1101, 193 Lockhart Road, Wanchai, Hong Kong
香港灣仔駱克道193號東超商業中心1101-1103室
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Branch Office/Agent/Sales Representative in Asia 貴 公司亞洲的公司分行/代理/銷售處 (if any, 如適用)

❒1. Branch Office 公司分行 2. Agent 代理商 3. Sales Representative 銷售處 4. Others 其他
Company Name(English):_____ 公司名稱(中文):_____
Address 地址:_____
City/Postal Code 城市/郵編:_____ Country/Territory 國家/地區: _____
Tel 電話:_____ Fax 傳真:_____ E-mail 電郵:_____
Contact Person 聯繫人:_____ Job Title 職位:_____

Your Company's Trade Show / Exhibit Booth Contact 貴 公司的展覽會 / 展台負責人 *(For Organizer use / contact only. 只供主辦單位作聯絡用)*
Please fill in if name, etc. is different from the information given on the front page 如展臺負責人資料與頁面不同，請填寫：

Our Exhibit Booth Contact Person is 我們的展台負責人是:_____ Job Title 職位:_____
Address 地址:_____
City/Postal Code 城市/郵編:_____ Country/Territory 國家/地區: _____
Tel 電話:_____ Fax 傳真:_____ E-mail 電郵:_____

Product Classifications 產品分類

(Please mark a tick(s) ✓ where appropriate 可選擇多項)

Products 製成品

❒ 2101 Caskets / burial vaults / coffins 棺材/ 棺槨/ 靈柩
❒ 2102 Gifts / jewelry 工藝品/ 珠寶
❒ 2103 Urn 骨灰甕
❒ 2104 Keepsake 紀念品
❒ 2105 Artificial Flower 人造花飾
❒ 2106 Cosmetics 化妝品
❒ 2107 Furniture 家俱
❒ 2108 Clothing / garments 衣服 / 紡織品
❒ 2109 General funeral products 殯葬用品
❒ 2110 Printing / painting / photo 紙品 / 油畫 / 照片
❒ 2111 Funeral vehicle 殯儀車輛
❒ 2112 Others 其他_____
❒ 2113 Pet Funeral / Memorial Products 寵物殯儀品/紀念品
❒ 2114 Candles 蠟燭
❒ 2115 Disaster Pouches 遺體包裹袋
❒ 2116 Protective Clothing 保護衣物

Monument & Stone 紀念碑及石材

❒ 2201 Tombstone 墓碑
❒ 2202 Slab Stone 板石
❒ 2203 Monument 紀念碑
❒ 2204 Sculpture 雕塑
❒ 2205 Others 其他_____

Equipment and Tool 設備及器材

❒ 2301 Embalming equipment 遺體防腐設備
❒ 2302 Cold storage supplies 遺體冷藏設備
❒ 2303 Mortuary equipment 遺體處理設備
❒ 2304 Stone working machines 石材處理器材
❒ 2305 Cremation equipment 焚化設備
❒ 2306 Others 其他 _____
❒ 2307 Incineration Equipment 焚化器材
❒ 2308 Excavation Equipment 挖掘器材

Services 服務

❒ 2401 Cemetery services 墓園服務
❒ 2402 Cremation Services 火化服務
❒ 2403 Computer / website services 電腦 / 網路服務
❒ 2404 Transport services (e.g. airlines / shipping) 運輸服務(如船運、航運)
❒ 2405 Funeral consulting services 殯儀顧問服務
❒ 2406 Others 其他 _____
❒ 2407 Education / Training 教育 / 技術培訓
❒ 2408 Repatriation Services 遺體遣送服務

Components and Parts 配件及零部件

❒ 2501 Coffin handles 棺木手柄
❒ 2502 Coffin ornaments 棺木裝飾
❒ 2503 Furniture handles 傢俱手柄
❒ 2504 Decorations for funeral products 殯儀用品裝飾
❒ 2505 Fittings for funeral products 殯儀用品配件
❒ 2506 Others 其他：

Materials and Technology 材料及技術

❒ 2600 Paper 紙
❒ 2601 Stone 石材
❒ 2602 Fabric 布料
❒ 2603 Plastic 塑膠
❒ 2604 Chemicals 化工材料
❒ 2605 Timber 木材
❒ 2606 Metal 金屬
❒ 2607 DNA technology DNA 技術
❒ 2608 Embalming technology 遺體防腐技術
❒ 2609 Others 其他：

Thank you for participating in AFE 2011! 謝謝您參與 AFE 2011!

Asia Funeral Expo & Conference
MAY 17-19, 2012 HONG KONG

Standard Terms and Conditions

Definition

1. **In these conditions, save as the context otherwise requires, the following definition will be applied:**

1.1 "The Organizer" refers to

Vertical Expo Services Company Limited
Rooms 1101-1103
Tung Chiu Commercial Centre
193 Lockhart Road
Hong Kong
Tel: (852) 2528 0062
Fax: (852) 2528 0072
E-mail: info@verticalexpo.com
Website: http://www.verticalexpo.com

1.2 "Exhibition" - means the exhibition to be organized by the Organizer as specified in the space booking form attached to this Conditions ("Application Form").

1.3 "Exhibitor" - means a sole proprietorship, partnership or limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizer and, approved by the Organizer in advance in writing, include sub-licensees of the Exhibitor.

1.4 "Exhibition Venue" - means the venue as specified in the Application Form or other venue as designated by the Organizer.

1.5 "Participation Fee" - means the fees for the use of the spaces to be allocated to the Exhibitor in the Exhibition Venue.

1.6 "Participation Period" - means the period from the date that Exhibitor submit the application form to the end of time of the Closing date of the Exhibition.

1.7 "Publicity Materials" - means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity materials whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.

1.8 "Representatives" - means the directors, officers, employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor.

1.9 "Rules of Venue" - means the rules and regulations of the Exhibition Venue.

1.10 "Exhibitor's Manual" - means the manual supplied by the Organizers to the Exhibitors and complied by the Exhibitors which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time)

2. Timetable

The Exhibition Period is specified in the Application Form or as otherwise amended by the Organizer.

3. Application

3.1 Application Form duly completed and executed by the Exhibitor should be couriered or mailed or faxed to the Organizer at:

Vertical Expo Services Company Limited
Rooms 1101-1103
Tung Chiu Commercial Centre
193 Lockhart Road
Hong Kong
Tel: (852) 2528 0062
Fax: (852) 2528 0072
E-mail: info@verticalexpo.com
Website: http://www.verticalexpo.com

3.2 If the Organizer accepts an application for participation otherwise than on the Application Form, such acceptance shall be subject to these Terms and Conditions and a duly completed and executed Application Form delivered by the Exhibitor to the Organizer.

3.3 The Exhibitor shall provide the Organizer with any reasonable information in relation to its application. Subject to the written acceptance of the Organizer, receipt of any payment by the Organizer shall not constitute an acceptance of an application of the Exhibitor by the Organizer.

3.4 In consideration of the Organizer agreeing to consider the application of the Exhibitor, the Exhibitor agrees that it shall not at any time during the Participation Period withdraw its application.

4. Admission

4.1 Only those Exhibitors whose product range is within the title and scope of the Exhibition shall be considered for admission to the Exhibition.

4.2 Until an Exhibitor's application has been accepted in writing by the Organizer, no rights to exhibit will be granted notwithstanding any payment is made to the Organizer. The Organizer reserves the right to decline any application without giving any reason.

4.3 The Organizer shall be entitled to revoke any admission if such admission was made based on inaccurate or false information, misunderstanding or if the preconditions for admission no longer apply.

4.4 Should the Organizer be compelled to relocate or change individual stands, entrances, exits or aisles after admission, such relocation or changes shall not give rise to any right for any claims against the Organizer.

4.5 If through no fault on the part of the Organizer the space allocated is no longer available, the Exhibitor shall be entitled to a refund of the participation fee, free of interest, as agreed liquidated damages in accordance with Clause6 "Withdrawal". The Exhibitor agrees that under such circumstances no claims for further damages will be submitted and that the Organizer will not be liable to any other damages.

4.6 Upon admission by the Organizer or execution of the Agreement, the Exhibitor shall pay the Organizer the Participation Fee. Even if the government which the Exhibition is administered by does not approve the Exhibitor's all or part of import requirements, or the items on exhibition cannot be transported to the exhibition venue or cannot be transported to the exhibition venue on time (including but not limited to caused by loss, delay in transportation or detain by Custom), or the Exhibitor or its representative is late or cannot participate in the Exhibition, the Exhibitor will be legally bound by the liability of payment and the terms and

conditions of this contract.

4.7 Should the Exhibitor fails to take over the allocated space in compliance of the rules of the Exhibition Venue two days prior to the commencement of the Exhibition, such allocated space may be otherwise disposed of in such manner as the Organizer think fit. This shall not release the Exhibitor from his contractual obligations under this contract nor entitle it to a demand for refund or make any other claims against the Organizer.

5. Terms of Payment

5.1 Invoice of the Participation Fee will be delivered to the Exhibitor and become payable upon approval of the application. A non-refundable deposit representing 50% of the Participation Fee will become immediately payable upon the issuance of the invoice. The balance of the Participation Fee will be due on the 90th day before the first day of the Exhibition or other date indicated in the invoice.

5.2 Interest will be charged on any amount over due at the rate of 3% over the prime lending rate of USD dollar as quoted from time to time by HSBC Hong Kong.

5.3 The Organizer reserves the right to demand from the Exhibitor additional non-interest bearing deposit or other form of guarantee for the payment of the Participation Fee or costs of actual or potential damage.

5.4 Charges for services or deliverables other than the Participation Fee shall be payable at the time and in the manner as set out in the separate invoice issued for that purposes.

5.5 All payment and remittance should be made to Vertical Expo Services Limited in USD dollar without deduction of any bank charges, currency exchange charges, government fees or taxes and must be made by bank draft or direct transfer to:

Vertical Expo Services Company Limited
Bank name: Hang Seng Bank
USD Saving Account: 024-294-580055-201
Bank swift code: HASEHKHH
Bank address: 83 Des Voeux Road, Central, Hong Kong

5.6. The Organizer is granted a right of lien on all stand equipment and exhibitors of the Exhibitor in respect of any outstanding amount payable by the Exhibitor. The Exhibitor authorises the Organizer to realize or dispose of such items on lien in order to meet such outstanding payment. The Organizer cannot be held liable for damages or losses to the items on lien.

5.7 If invoices are sent to a third party on the Exhibitor's instructions, the latter shall still remain a debtor of the Organizer.

5.8 In case of default by the Exhibitor of payment of any sum due to the Organizer, interest shall be charged on the outstanding sum at a rate of 8% per annum. The Organizer shall be entitled to elect to rescind the contract or otherwise dispose of the stand area as it thinks fit.

6. Withdrawal or Non-Participation

6.1 The Application of the Exhibitor is irrevocable. Once the Application is accepted and subject to termination, the Exhibitor shall not be entitled to withdraw its participation in the Exhibition nor reduce the fair space applied for in its Application Form. Any request for withdrawal or variation of the fair space shall not constitute a variation nor wavier of any amount payable to the Organizer by the Exhibitor.

6.2 In the event that the Exhibitor's request for withdrawal is accepted by the Organizer, the following discounts of the participation fee will apply:

(a) the deposit is non-refundable in any event;
(b) in the event that the request of withdrawal is received within 30 days of the Application date, 75% is payable;
(c) in the event that the request of withdrawal is received after 30 days of the Application date, 100% is payable;
(d) notwithstanding the provisions the provisions in the sub-clauses 6.2(a) to (c) above, in the event that the request of withdrawal is received less than 90 days prior to the first day of the schedule Exhibition Period, 100% is payable.

7. Termination of Right to Exhibit

The Organizer shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition if in the reasonable opinion of the Organizer that any of the following events occurs:

7.1 The Exhibitor or any of its representative commits a breach of any of these Rules and Regulations; or

7.2 The Exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes, bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or

7.3 The Exhibitor conducts any activity which, in the opinion of the Organizer, does not conform to the nature and purpose of the Exhibition, or interfere with the rights of other Exhibitors at the Exhibition; or

7.4 The Exhibitor is absolutely forbidden to display prices, sell goods to private persons and to sell goods for immediate delivery in the exhibition premises.

7.5 The exhibit space is not occupied by the Exhibitor by 9:00 am on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have cancelled the exhibit space contracted for and the Organizer shall have the right to use such space as it deems appropriate. The participation fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date.

7.6 Subject to the reasonable estimation and judgement, the Organizer deem the participation qualification of the Exhibitor shall be terminated.

8. Exhibits and Exhibitor's Representatives

8.1 All exhibits and Exhibitor's representatives proposed to be present in the Exhibition Venue (including all the Exhibitor's personnel, presenters, models, security personnel or other agents) must be with the Exhibition badge.

8.2 Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent and approval of the Organizer.

8.3 Exhibits may not be removed during the course of the event. The operation and demonstration of exhibits is only admissible within the scope of accepted standards. The organizer will not be liable to the Permission, Quota or transferring the sales income.

9. Use of Site and Safety and other Obligations

9.1 The Exhibitor shall be responsible for the safety of their exhibits, their own representatives and all property with the Exhibition space allocated to it. The Exhibitor shall be liable for any damages, losses, claims, costs or other expenses suffered by any third parties resulted from the acts of the Exhibitor, its representatives, agents and by the its exhibits or any activities carried out by the aforesaid. The Exhibitor expressly releases the Organizer from any claim for

any damages, losses, claims, costs or other expenses suffered by the Exhibitors, its representatives or agents occurred in or resulted from the Exhibition. The Exhibitor shall take out the appropriate insurance to cover all these risks as referred to in this clause. The Exhibitor agrees to indemnify the Organizer, its representatives and agents and hold them harmless against all claims, liabilities and expenses (including legal costs in defending itself) of damages or losses of property or personal injury suffered by any third party which is resulted from any alleged infringement relating to any exhibit or acts of the Exhibitor, its representatives or agents.

9.2 The Exhibitor shall observe and comply with all the requirements and policies of the Exhibition Venue and Exhibitor's Manual. No advertising, display, demonstration or canvassing for business may be placed or carried out outside the allocated space.

9.3 Exhibitor's stand must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition Period.

9.4 The Exhibitor shall not do or permit to do any act which may cause nuisance, inconvenience, disturbance or risks to the Organizers, other exhibitors, visitors or any third party in the Exhibition Venue.

9.5 The Exhibitor undertakes to the Organizers that no exhibits which Infringe or may infringe any third party's intellectual property rights will be admitted to or be displayed in the Exhibition Venue during the Exhibition. The Exhibitor agrees that it will remove any items which, in the opinion of the Organizer or under allegation from any third party, may infringe the intellectual right of any third party. The Exhibitor agrees to indemnify the Organizer, its representatives and agents and hold them harmless against all claim, liabilities and expenses (including legal costs in defending itself) resulted from any alleged infringement relating to any exhibit or acts of the Exhibitor, its representatives or agents. Provided that the Organizer deems any items on exhibition infringe any third party's intellectual property or receive such claims, the Exhibitor shall agree to be terminated the Exhibition.

10. Exclusion of Liability

10.1 Contract and invoice without the stamp and signature by the Organizer is not a valid contract. The company involved will not have the right to exhibit and The Organizer shall not be responsible for any loss incurred with reference to the invalid contract.

10.2 None of the Organizer, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury or other damages, other than death or personal injury caused by the negligence of the Organizer or their employees, suffered by or caused to the Exhibitor, its representatives, employees, contractors or agents or the products or other property of the Exhibitor or such parties or any Exhibitor or visitor.

10.3 The Organizer shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.

10.4 The Exhibitor shall be responsible for effecting insurance which should include (but not limited to) its displays, exhibits and stands against 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 Organizer upon request.

11. Waiver

The waiver by the Organizer of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

12. Cancellation, Postponement and Other Changes of Exhibition

12.1 The Organizer reserves the right, in the case of Force Majeure, directives, laws or regulations imposed by any governmental or quasi-governmental authority, to cancel, postpone, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor. In such circumstances, the Exhibitor shall not be entitled to rescind from the contract or to claim against the Organizer or their agents or representatives, whether for loss or damages, or return of all or part of any money paid by the Exhibitor even if waives his right to the stand area allocated to him. Clause 7 shall apply accordingly.

12.2 The Organizer shall not be liable for any direct or indirect losses sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the event caused by the Force Majeure.

13. Force Majeure

"Force Majeure" shall mean all events which are beyond the control of the Organizer, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by the Organizer. Such events shall include earthquakes, typhoons, flood, fire, war, outbreak of disease, social unrest, act of government or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general commercial practice.

14. General Provisions

14.1 The Exhibitor agrees to be bound by these Standard Terms and Conditions. Any other agreements, individual permits or arrangements shall require written confirmation by the Organizer.

14.2 The English text and the text in other languages of these Standard Terms and Conditions shall be binding equally. Should any of the above items be or become invalid, this shall not affect the validity of the remaining terms.

14.3 These Standard Terms and Conditions together with the exhibitor's manual and the Application Form and all other contracts and agreements entered into between the Organizer and the Exhibitor in relation to the Exhibition will form an integral contract. In the event of any conflict between these Standard Terms and Conditions and the Application Form and all other contracts and agreements, these Standard Terms and Conditions shall prevail.

14.4 Any claims of the Exhibitors as against the Organizer shall be barred after the earlier of 6 months of the closing date of the Exhibition or 9 months of the date of the Application Form. The liability of the Organizer under this Contract shall be limited to the amount of the total payment received by the Organizer from the Exhibitor under this Contact.

14.5 Exhibitors shall bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Organizer in the recovery of any monies payable to it by the Exhibitors or in the enforcement of any terms of these conditions. The Organizer is entitled to set off any indebtedness of the Exhibitor to the Organizer against any indebtedness of the Organizer to the Exhibitor.

14.6 Time shall be of the essence of the contract in relation to all the provisions of these conditions as shall relate to the payment of any monies from the Exhibitor to the Organizer.

14.7 All notices, demands or other communications required or permitted to be given or made under these Conditions shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof at its address specified in these Conditions or in the Application Form (as the case may be), or such other address notified by such party. Any such notice, demand or communication shall be deemed to have been duly served (if

delivered personally or given or made by facsimile) immediately or (if given or made by letter) two days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

14.8 Nothing in these Standard Terms and Conditions shall create a relationship of landlord and tenant nor that of a partnership nor that of principal and agent between the Organizer and the Exhibitor.

15. Governing Law

These Conditions shall be governed by and constructed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Court.

标准条款

定义

1. 本标准条款所定的名词，适用于所有参展条款，除非上下文另有说明，否则均按以下的定义来解释。

1.1 “主办单位”指：

纵延展业有限公司
香港湾仔骆克道 193 号东超商业中心 1101-1103 室
电话：(852) 2528 0062
传真：(852) 2528 0072
电子邮件：info@verticalexpo.com
网站：http://www.verticalexpo.com

1.2 “展览会”:指由申请表中指定的主办单位所组织的展览会。

1.3 “参展商”:视不同情况，指申请在本展览会上展出其展品，且其参展或展览产品的请求已经主办单位同意的企业、股份有限公司或有限责任公司批准的及其经主办单位批准的分包方。

1.4 “展馆”:指本申请表上注明的展览场地或主办单位另行指定的其他用于展览的场地。

1.5 “参展费用”:指参展商在展览场地使用所分配展览面积的费用。

1.6 “展览期间”:指从参展商向主办单位递交申请表之日起，至展览会结束之日止的期间。

1.7 “宣传资料”:指促销礼品、产品名录、宣传手册和参展商希望在展览会上展示、派发或使用的所有广告和宣传材料。

1.8 “代表”是指有关方的董事、理事、雇员、代理人、承办人、分包承办人及所有其他代表。

1.9 “场地规则”:指由主办单位制定的展览场地的规则及规定。

1.10 “参展商手册”:指主办单位向参展商提供的且参展商同意遵守的包含有关参展资讯的手册，这些资讯包括但不限于不时增加或变更的参展规定、指定服务表格、搭建、参展商展示规定、运输和撤展等。

2. 时间安排

展览会期间于申请表注明或由主办单位另行修订。

3. 报名

3.1 由参展商填妥及签订的申请表应以快递、邮寄或传真的方式送交主办单位元的以下的联系方式：

縱延展业有限公司
香港湾仔骆克道 193 号东超商业中心 1101-1103 室
电话：(852) 2528 0062
传真：(852) 2528 0072
电子邮件：info@verticalexpo.com
网站：http://www.verticalexpo.com

3.2 如主办单位通过申请表以外的其他方式同意一项参与展览会的申请，本标准条款应适用于该参展商。

3.3 参展商应向主办单位提供任何有关其申请的合理资料。除非主办单位已出具同意参展商申请的书面文件，主办单位收到任何款项均不视为主办单位同意了参展商的申请。

3.4 在主办单位同意考虑参展商的申请时，参展商同意不会在展览期间撤回其参展申请。

4. 批准参展申请

4.1 只有产品属于展会主题范围之内的参展商的申请才能获考虑参展。

4.2 在主办单位以书面形式接受参展商的申请之前，无论主办单位是否收取过任何款项，参展商将不具有任何参展权利。主办单位保留不出具理由而拒绝申请的权利。

4.3 如果主办单位是由于不准确或错误资讯或误解才接受参展商的申请，或当初的前提条件已经不复适用，主办单位有权收回给予参展商的批准。

4.4 如主办单位在批准参展后不得不重新分配或调整个别展台、入口、出口或通道，以上的调整和变动不应构成对主办单位的任何索赔要求。

4.5 如非主办单位的过错而造成的被分配出的展位不可使用，参展商有权根据第 6 条的规定要求退还参展费(不含利息)，除此之外，参展商同意不会提出进一步的索赔要求，主办单位亦不对其他损失负责。

4.6 在主办单位批准参展商的申请或签署协议之后，参展商有义务支付参展费，即使展览会所在国当局不批准参展商的部分或全部进口要求，或参展品由于某一原因(包括但不限于丢失、运输延迟或海关扣押)不能运抵或及时到达，或者参展商或其代理迟到或不能参加展览会。

4.7 如果参展商或其代理在展览开始之前两天没有领取分配的展位，主办单位可以自主决定将此展位分配予其他参展方或另行处置。这不能免除参展商的合同义务或赋予其要求退款的权利，或赋予其向主办单位提起任何其他索赔要求的权利。

5. 付款方式

5.1 在参展商的申请被主办单位批准后，主办单位将向参展商发送参展费的付款通知。参展商须立即支付参展费的百分之五十（50%）作为不可退还的订金，并于付款通知发出后九十天内或付款通知上注明的期限内(以先到达者为准)缴纳剩余百分之五十（50%）的参展费用。

5.2 逾期支付的款项将逐日计收利息，年利率为香港汇丰银行有限公司不时指定的美元贷款最优惠利率加百分之三（3%）。

5.3 主办单位保留随时要求参展商支付额外无息押金的权利，作为实际或潜在的损失费用担保。

5.4 参展费以外的服务费或其他费用将按该等费用的付款通知上的方式另行支付。

5.5 所有款项须包含银行手续费和汇率转换费用，并通过银行汇票或直接转帐的付款方式以美金付至：

纵延展业有限公司
银行名称：香港恒生银行
账号(美元) : 024-294-580055-201
银行 swift code: HASEHKHH
地址：香港中环德辅道中 83 号

5.6 如参展商未能支付全部或部份应付款项，主办单位拥有参展商展位内的设备和展品的留置权。同时，参展商授权主办单位将留置物品变现或出售留置物品用

以支付欠款。主办单位将不为由于变现或出售而产生的留置物品的损失或损坏承担任何责任。

5.7 如主办单位将发票开至参展商指定的第三方，则参展商仍为主办单位的债务人。

5.8 如参展商未能按合同规定支付任何款项，则参展商所拖欠款项的利息应按照未付金额的百分之捌（8%）的年利率收取。如果未能按期付款，主办单位有权终止合同或对相应展位另行处置。

6. 取消申请或不参展

6.1 参展申请不可撤销。除终止合同外，参展商在递交登记表之后不得退出或减少展位面积，并且必须支付参展费及主办单位要求支付的实际发生的其他费用。

6.2 如主办单位同意参展商的退展要求，参展费将按以下方式计收：

(a) 订金在任何情况不可退回;

(b) 如主办单位在收到参展申请后三十日内收到参展商的书面退展申请，参展商应支付百分之七十五（75%）的参展费;

(c) 如主办单位在收到参展申请后三十日后收到参展商的书面退展申请的，参展商应支付百分之一百（100%）的参展费;

(d) 尽管上述第 6.2 条(a)至(c)项作此类规定，如主办单位在展览会开始前少于九十日收到参展商的书面退展通知，参展商仍须支付百分之一百（100%）的参展费。

7. 参展资格的取消

如主办单位合理地认为存在下述情况，主办单位有权在不事先通知的前提下取消参展商参展的参展资格:

7.1 参展商或其代表违反了本标准条款的任何一款规定或展馆相关规定；或

7.2 参展商作为法人被强制和/或自愿与其债权人进入清算程式，或其全部或部份资产由清算委员会接管，或因其债务问题导致类似情况；或者参展商作为私有企业或合伙企业，其或其合伙人/股东因破产或资不抵债或与债权人进入清算程式或因债务问题导致的类似情况；或

7.3 参展商进行的活动依据主办单位的标准与展览会的性质或目的不符，或侵犯了其他参展商的权利；或

7.4 参展商违反了在展区内禁止标示价格、禁止向个人出售货物和/或禁止在展馆内以现货交易的方式出售货物的规定，主办单位有权立即停止其参展资格并封闭其展位；

7.5 参展商在展览会第一天上午九时之前不进入展区参展，则视为其已取消所预订的展位，主办单位有权以合适的方式使用该展位元，此种情况被视为参展商在当日放弃参展，参展费用概不退还；

7.6 主办单位凭借其合理推定和判断，认为应该取消参展商的参展资格。

8. 展品及参展商代表

8.1 所有展品及将进入会场的参展商代表(包括参展商的员工、介绍员、模特儿、保安人员或其他代理人)应佩戴或粘贴主办单位提供的参展标识。

8.2 任何易燃、带有刺激性气味或展示时产生噪音的展品须经主办单位的书面同意和批准才能展出。

8.3 禁止参展商在展会正式结束前撤展。展品的操作和展示须符合主办单位和展馆规定的标准。主办单位对许可证、配额或销售收入的转帐问题概不负责。

9. 场地使用和安全及其他义务

9.1 参展商应承担保证其展位范围内的展品、其参展代表及其它所有财物的安全的责任。参展商对因其行为，其代表或代理人的行为及其展品，对任何第三方造成的损失、损害承担赔偿责任。参展商在此明确表示主办单位无需承担任何连带责任。对于展览会可能对参展商、其代表或代理人造成的损失、索赔或费用，参展商应购买合适的保险以降低本条所述的各种风险；参展商同意赔偿主办单位、其代表和/或其代理人因任何第三方对参展商的展品、参展商和/或其代表的侵权的指控而造成的所有损失及费用（包括抗辩的律师费）。

9.2 不准在展馆展台以外的其他地方作广告宣传、商品展示或者招揽生意。参展商在自己的展区外不得放置任何展品或广告牌。参展商应遵守展馆的所有规则和政策以及参展商手册的一切条款。

9.3 展会期间，必须由参展商授权的能够胜任的代表组织管理其展台。

9.4 在展览场馆参展商不应或不应许可他人进行任何对主办单位、其他参展商、参观人士或任何第三方造成滋扰、不便、干预或造成危险的行为。

9.5 参展商向主办单位承诺任何可能对第三者的知识产权造成损害或可能造成侵权的展品不会进入展览会会场并在展览会期间在展览场馆展出。参展商同意补偿主办单位、主办单位的代表或代理因参展商的展品侵害第三方的知识产权而遭受的损失，并使主办单位免于基于参展商的展品侵害第三方知识产权的任何主张、义务及费用。如主办单位认为有展品侵害第三方的知识产权或收到此类投诉，参展商应同意将有关展品撤离展览会场。

10. 责任的免除

10.1 任何未经主办单位盖章和签署之合同及發票，及非主办单位提供之指定银行账号，主办单位概不承認。

10.2 主办单位的任何一方及其代理商、代表、承包商或其雇员将不以任何形式对任何损失或伤害负责，除非是因主办单位或其雇员的过错或疏忽而造成参展商及其代表、雇员、承包商或代理商的死亡或人身伤害，或因上述原因给参展商或其他有关方，或其他参展商或参观者的产品或其他财产造成的损失或伤害。

10.3 主办单位将不以任何形式对由于此展览或此展览期间进行的任何介绍或达成的商业交易的后果负责。

10.4 参展商应负责为以下事项投保，包括但不限于：为其展示、展品和展位投保盗窃险、火险、公共险(包括展位债务)、和其他自然灾害险，并在主办单位要求时，出具上述保险的保单。

11. 弃权

主办单位放弃本标准条款中任何条款不能妨碍本标准条款的实施，也不得视为对违反标准条款的行为的弃权。

12. 展览会取消、延期和其他更改

12.1 主办单位保留在发生不可抗力(定义见条款 13) 时、在任何政府当局或半官方机关下达命令、指示时随时取消、推迟展览会、更改展览会性质、缩小展览会规模、缩短或延长展览会举办时间的权利。如有必要推迟、缩短、延长、取消或更改展览会举办时间，参展商无权解除合同或就由此产生的损失或损害向主办单位元或其代理或代表提出索赔、或者要求主办单位元或其代理或代表退还由其支付的全部或部分参展费用(即使其已放弃所指定展位的权利) 。此时应适用参展条件第 7 条之规定。

12.2 展览会如因上述原因被推迟、缩减、延长、取消或作其他更改，参展商由此产生的任何直接或间接损失不应由主办单位承担责任。

13. 不可抗力

“不可抗力" 应指主办单位无法控制、不可预见、不能避免或不能克服、且阻止主办方履行合同的所有事件，此类事件包括地震、台风、水灾、火灾、战争、疫情、社会动荡、政府行为或其他任何不可预见、不能避免、或无法控制的事件，包括在通行商业惯例中认可的不可抗力事件。

14. 一般条款

14.1 参展商同意遵守此标准条款。其他任何协议、许可或安排应当获得主办单位的书面确认。

14.2 本标准条款的英文版本、中文版本及其他语言的版本具有同等的法律约束力。如果上述某项条款无效或失效，将不影响本标准条款其他条款的效力。

14.3 本标准条款及申请表及参展商手册及所有其他由参展商与主办单位签订的合同和协议将构成完整的合同。如本标准条款与申请表或其他合同和协议有不一致之处，应以本标准条款为准。

14.4 参展商在展览会结束后的六个月之后或申请表上注明的日期的九个月(以较早的日期为准)后不得对主办单位提起索赔。主办单位在本合同中对参展商的赔偿责任应限在主办单位从参展商收到的费用总额。

14.5 参展商将承担主办单位为追回该参展商应付款或为实施本标准条款而发出的与参展商有关的一切费用和成本(包括支付全部法律费用)。主办单位有权以对该参展商的应付款冲销对该参展商的应收款。

14.6 以上标准条款中与参展商向主办单位支付款项相关的规定中，参展商须遵守合同中对时间的约定。

14.7 本标准条款下，应出具或发送的所有通知、告知，或其他必要的或许可的通信应以书面形式作出，并亲自递送，或以预付邮资挂号信或传真的方式送达收件人的地址，地址请参见本标准条款或申请表格(视情况而定)。此等通知、告知或通信应视为立即收到 (如亲自递交或以传真方式发送)，或寄送后两日内收到 (如以信件方式发送)，显示有正确地址、邮票和邮戳的信封可以作为充足的有效证据。

14.8 本标准条款并不构成主办单位与参展商之间的租赁关系或委托代理关系。

15. 适用法律

本标准条款适用于中华人民共和国香港特别行政区法律，参展商必须服从于香港法庭的非专属性管辖权。