

Participation Provisions for International Pavilion of the 133rd Session of China Import and Export Fair

1. Definition

1.1 Except otherwise specified herein, the following words and expressions shall have the meanings stated as follows:

1.1.1 **“Exhibition”** means the International Pavilion of the 133rd session of China Import and Export Fair (Canton Fair).

1.1.2 **“Organizer”** means China Foreign Trade Centre.

1.1.3 **“Exhibitor”** means any companies legal person (Hereinafter referred to as company) submitting official Participation Application Form and has been approved by the Organizer.

1.1.4 **“Exhibition Area”** means the venue of the Exhibition.

1.1.5 **“Force Majeure”** means all unexpected and uncontrollable events and their unpreventable occurrence and impacts which may lead to a postpone of the Exhibition herein stipulated including earthquake, typhoon, flooding, war, riot, strike, demonstration, terrorism or threat, import prohibition, government intervention and so on.

1.2 All descriptions of time (date, workdays, number of days etc.) herein shall base on the Chinese mainland times.

1.3 All headings added in the provisions for convenience of peruse shall not alter the structure and force of this contract.

2. Application for Participation

2.1 Qualification of Applicants and of Exhibits

2.1.1 Exhibitors shall be the companies legally registered by eligible law in any country or region other than mainland China. Copy of the Company Registration Certificate (with company stamp) or other valid certificates shall be submitted. If the Company Registration Certificate is non-English or non-Chinese version, English or Chinese translation is required. After the Exhibitor submitting relevant materials at the time of registration and with the written confirmation of the Organizer, the head office/subsidiary/joint venture partner/representative office of the Exhibitor and other enterprises with substantial legal relationship with the Exhibitor can participate in the exhibition together, and must provide relevant supporting documents and authorization materials.

2.1.2 In case the Applicant entrusts its branches or any third party (official agents or distributors) to participate in the fair, the Applicant shall apply to the Organizer or the agents appointed by the Organizer in writing and submit Letter of Exhibition Authorization or Letter of Brand Authorization.

2.1.3 Exhibits shall fall into “The Exhibits Category (International Pavilion) of the 133rd Session of China Import and Export Fair” (hereinafter referred to as “The Exhibits Category (International Pavilion)”).

2.1.4 In view of traditional way of negotiating against samples, the exhibitors of International Pavilion of Canton Fair shall be the manufacturers, traders or relevant registered insinuations who are capable of providing actual and tangible goods.

2.2 The proof documents stated in clause 2.1 shall be submitted together with the Application Form, the Organizer has the sole and absolute discretion in relation to approve such application. The Organizer shall be authorized to determine whether to accept an application or not without putting forth any further explanation.

2.3 Upon submission of the Application Form, the Applicant shall be deemed to have accepted all participation provisions hereof and shall be legally bound by such application.

2.4 In order to verify the Applicant’s qualification, the Organizer may requires the Applicant to demonstrate his latest registration certificate, business card, product lists or other documents or materials concerned at any time.

2.5 All the application materials submitted by the Applicant, including the Company Registration Certificate and the Letter of Exhibition Authorization etc., shall be authentic.

3. Stand Allocation

3.1 The Organizer shall allocate the stands according to the nature of the exhibits and situation of the Exhibition.

3.2 The Organizer shall be entitled to allocate all stands without putting forth any further explanation.

3.3 The Organizer or its designated agent shall notify the Exhibitors of approved participation by sending out the Notice of Payment. The Provisions shall take effect once the Notice is given.

3.4 For any important reasons or security purpose, the Organizer or the agent appointed by the Organizer may be entitled to alter the dimensions of the stands, adjust the locations of the stands and re-structure the whole Exhibition hall whenever necessary. In case of any shrinkage of stand area due to such reason, a non-interest bearing reimbursement for such area differences shall be made to the Exhibitor by the Organizer or the agent appointed by the Organizer. However, the Exhibitor shall not be entitled to claim from the Organizer or the agent appointed by the Organizer for any further losses or request for any additional reimbursement based upon such reason.

4. Participation Fees and Payment

4.1 There shall be two stand fee criteria i.e. raw space fee and premium stand (9 square meters) fee. The raw space shall be the stand set up by the Exhibitor himself, which shall be with a minimum area of 36 square meters. Space less than 1 square meter shall be counted as 1 square meter.

All related services applied or ordered by the Exhibitor in accordance with the “Exhibitors Manual of the International Pavilion of the 133rd Session of China Import and Export Fair” shall be paid according to the payment requirements stipulated therein and be excluded from the stand fees.

4.2 Participation fees shall be settled and converted into RMB subject to the exchange rate in the Notice of Payment.

4.3 Time of payment

The Exhibitor shall remit the payment to the designated bank account on schedule as per the following specified time:

The Application Form submitted after November 15, 2022.	100% of total booth fees shall be paid to the designated bank account within 5 working days after receipt of the Notice of Payment (the fax copy is valid) from the Organizer or its designated agent.
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4.4 Delay in payment

Inability of the Exhibitor to make stand payment in due time stipulated herein shall be treated as delay in payment (Applicable to following provisions).

The Exhibitor shall be responsible for all economic losses of the Organizer or the agent appointed by the Organizer caused by delay in payment. In case that the Exhibitor's payment is delayed by more than 5 workdays, the Organizer or the agent appointed by the Organizer shall be entitled to terminate the provisions and transfer the corresponding stands to any third parties without reimbursing the advance payment (stand fee and other expenses included) that has been made by the Exhibitor to the Organizer or the agent appointed by the Organizer. Termination of the provisions under such circumstances shall be treated as a withdrawal of the Exhibitor from the Exhibition.

4.5 Remarks

4.5.1 The due payment day mentioned in 4.3 and 4.4 clauses shall be the receiving date.

4.5.2 The receiving date shall be the date that payment has reached the bank account of the Organizer or the agent appointed by the Organizer.

4.5.3 All expenses arising from bank remittance shall be borne by the Exhibitor without deducting from the payable participation fees. Payment bank and account number are indicated in the Notice of Payment.

4.5.4 The bank remittance bill shall be faxed to the Organizer or the agent appointed by the Organizer nominated contact person by the Exhibitor once the payment is made. The original copy of which shall be brought to the Exhibition in exchange for participation invoice.

5. Withdrawal from the Exhibition

5.1 Withdrawal from the Exhibition includes a withdrawal from all or parts of the stands which have been confirmed by the Organizer or the agent appointed by the Organizer (applicable to the following clauses).

5.2 Exhibitor shall be entitled to claim from the Organizer or the agent appointed by the Organizer for all paid participation fee and other service fees (Interests deducted) in case of any cancellation of the Exhibition caused by defaults of the Organizer or the agent appointed by the Organizer.

5.3 Except for stipulating in 5.2 herein, the Exhibitor shall furnish to the Organizer or the agent appointed by the Organizer a written notice in case he intends to withdraw from the Exhibition prior to the opening of the first day of the Exhibition. The Organizer or the agent appointed by the Organizer shall reserve the right to forfeit the paid stand fees (referring to withdrawn stands) as breaching penalty.

5.4 Except for reasons stipulated in 5.2 hereof, the Organizer or the agent appointed by the Organizer shall not reimburse to the Exhibitor any stand fee and other fees paid in case of his withdrawal due to any reasons (e.g. visa issue, delay in exhibits transportation, delay in exhibits custom clearance, tort of exhibits). Moreover, the Organizer or the agent appointed by the Organizer shall be entitled to terminate the provisions and transfer the related stands to a third party. In case that breach penalty is not enough for covering the losses caused to the Organizer or the agent appointed by the Organizer by the Exhibitor's withdraws, the Exhibitor shall take full responsibilities for all the losses caused therefrom.

5.5 In case that there shall be no exhibits or no Exhibitor's nominating persons in the stand one hour after the opening of the first day of the Exhibition, the Exhibitor shall therefore be treated as withdrawing from the Exhibition. Clause 5.4 shall be applicable to such withdrawal.

6. Usage of Offline Physical Exhibition Stands

6.1 The Exhibitor shall not transfer, sell or rent out the stand to any third party or share parts of or the whole stand with any third party without prior written consent of the Organizer.

6.2 Without prior written consent of the Organizer, the Exhibitor shall not display any products or distribute any promotional materials or gifts at any places other than the stands, or photographing, record, camera, transmit and broadcast the Exhibition event, or display, demonstrate, publicize any materials of any other exhibition and carry out any types of publicity in any form for the Exhibition. In case of violation of the provisions hereof, the Organizer shall be entitled to remove all exhibits or materials of the Exhibitor from the stand and in any other areas of the Exhibition.

6.3 Inability of the Exhibitor to attend the Exhibition due to visa issues, he shall then delegate a third party to participate the Exhibition or use the rent stands with a written consent from the Organizer or the agent appointed by the Organizer. The aforesaid third party shall hold the Power of Attorney from the Exhibitor to sign related Exhibition documents with the Organizer or the agent appointed by the Organizer to confirm that all provisions hereof have been accepted by such third party.

6.4 The Exhibitor shall be forbidden to carry out any publicity against the Laws and social morality of the People's Republic of China.

6.5 The Exhibitor shall be forbidden to retail or sell any exhibits for cash at the Exhibition Area.

6.6 The Exhibitor shall comply with the IPR protection regulations of the Organizer in case of complaining violation of a third party or being complained by any third party.

6.7 The Exhibitor shall not alter the stand without prior written consent of the Organizer.

6.8 In case of violation of the aforesaid regulations hereof by the Exhibitor, the Organizer shall be authorized to restrict participation of the Exhibitor or related personnel, and remove the violating exhibits, or even close down the violating stands. The Organizer shall be authorized to reject the participation of the violated Exhibitor forever, and the Exhibitor shall bear all losses caused therefrom. In case of violation of laws and regulations of People's Republic of China, the Organizer reserves the right to investigate the Exhibitor's legal liabilities.

7. Usage of Online Exhibitor Centre and Exhibitor Behavior Specifications

7.1 According to the requirements of the real name system for participation in the Canton Fair, the Exhibitor need to truthfully and timely register with their real identity information, and ensure that the company actually uses the Online Exhibitor Centre (that is, exhibits on the official website of the Canton Fair according to the corresponding stand number). If the identity information is false or the stand is not used truthfully, the Exhibitor shall bear all responsibilities. The Exhibitor shall be strictly forbidden to transfer or sublease (including parts of, the same below) Online Exhibitor Centre and vacant stands in any form, and be strictly forbidden to transfer or sublease platform accounts in any form or authorize others to use them without the consent of the Organizer. During the opening of the Canton Fair, the Exhibitor shall accept and cooperate with the inspection and supervision of stand use organized and implemented by relevant institutions of the Canton Fair. In case of any of the above-mentioned violations, once confirmed by relevant institutions of the Canton Fair, the corresponding punishment will be imposed in strict accordance with the Participation Provisions. The Exhibitor shall be fully responsible for all consequences arising from the violating use of stands.

7.2 When using the exhibition platform, communication and negotiation tools (hereinafter referred to as "online platform") and other services provided by the Canton Fair, the Exhibitor shall strictly abide by relevant laws and regulations, "Terms of Use", "Exhibits Posting Policy", "Copyright Statement" and other provisions on the official website of the Canton Fair, and comply with the use rules and privacy policies of relevant products of the technical support party of the Canton Fair. The Exhibitor shall promise to be responsible for the authenticity and legality of all exhibits, exhibition packaging, promotional materials, information released and other contents displayed on the online platform (hereinafter referred to as "participation behavior"), ensure the authenticity and accuracy of company and personnel information, and have the qualification to legally operate related businesses.

7.3 The Exhibitor shall cooperate with the Organizer in the organization and management of exhibition, review of participation behavior, qualification, information and other materials, and obey the restrictions of the Organizer on the participation behavior of the Exhibitor according to the relevant provisions of the Canton Fair.

7.4 The Exhibitor shall be forbidden to carry out any publicity against the laws and social morality of the People's Republic of China.

7.5 The Exhibitor shall comply with the IPR protection regulations of the Organizer in case of complaining alleged violation of a third party or being complained by any third party in terms of the IPR.

7.6 The Exhibitor shall cooperate with the Canton Fair and the Organizer to investigate and deal with trade disputes between it and purchasers due to various reasons, comply with the "Interim Provisions on Prevention and Settlement of Trade Disputes in the Online Session of Canton Fair" and the Participation Provisions, and obey the dispute resolution decisions made by relevant institutions of the Canton Fair according to the above provisions.

7.7 In case of violation of any provision of the Participation Provisions, the Organizer has the right to independently judge and, depending on the situation, take measures against the Exhibitor, including but not limited to warning in advance, stopping services, deleting relevant content, restricting part or all of the functions of the account, terminating services, blocking the account, canceling the future participation qualification of the company violating the regulations, and so on. For all the consequences and losses such as the Exhibitor cannot normally use the account and services of the Canton Fair caused by the above violation, the Exhibitor shall bear by itself and has no objection; The Exhibitor shall accept the handling according to relevant provisions of the Canton Fair and be responsible for compensating all losses (including but not limited to administrative penalties and actual losses suffered by the former and investigation fees, attorney fees, preservation fees, appraisal fees, evaluation fees and legal costs incurred by the former to safeguard its rights) caused to the Organizer, China Foreign Trade Center (Group) and the technical support party of the Canton Fair. The Exhibitor shall be fully responsible for all consequences arising from other violations. In case of violation of the laws of People's Republic of China, the Organizer reserves the right to investigate the Exhibitor's legal liabilities.

8. Exhibits

8.1 All exhibits shall fall into the exhibit category stipulated in this provision and have been recorded in the Exhibition Application Form and shall not violate Patent Law, Copyright Law, Trademark Law, Anti-Unfair Competition Law of the People's Republic of China and other related laws and regulations.

8.2 All tort exhibits shall be disposed according to IPR protection regulations of China Import and Export Fair.

8.3 The Organizer shall be entitled to remove all items beyond the exhibits category unless they are necessary accessories of the exhibits, publicity materials or free gifts.

8.4 The Exhibitor can self-arrange transporter or entrust transporter recommended by the Organizer and the Organizer. The Organizer shall only provide consultation service in this respect without taking any responsibilities for the transporter recommended. The Exhibitor shall be therefore requested to negotiate with such transporter in this concern.

8.5 In case the exhibits shall be forbidden to import due to legal or other reasons or delay in reaching the Exhibition, the Exhibitor shall be responsible for such outcomes since they are deemed to be risks to be borne by the Exhibitor. Such happenings shall not release the Exhibitor from making full payment due.

8.6 The Exhibitor shall not be allowed to take away any exhibits from the Exhibition venues which have not been gone

through custom clearance without permission of the Chinese Custom.

8.7 With the consent of Chinese Customs, Exhibits sold to or donated to domestic companies shall go through custom clearance and pay in relevant tariff and duties after dismantling. The Exhibitor shall not be authorized to remove any exhibits out of the Exhibition venues or any supervised places appointed by the Chinese Custom prior to completion of all import procedures.

8.8 Disposed exhibits, stand setting-up materials and other articles imported in bond shall be reported to the transporter recommended by the Organizer in advance. Those exhibits shall not be casually disposed by the Exhibitor himself and shall be handed over to the transporter to transfer the same to the Chinese Custom for settlement.

8.9 All exhibits shall be well packaged and handed over to the transporter to transit to supervised locations appointed by the Chinese custom so as to carry out procedures of repatriation except for those have been allowed to be imported, disposed and free gifts or promotional materials approved by the Chinese Custom.

9. Exhibitor's Badges

9.1 The Exhibitor shall only be granted Three Exhibition badges for free upon full participation payment have been made. Request of the Exhibitor for any extra badges shall be settled according to the "Exhibitors Manual of the International Pavilion of the 133rd Session of China Import and Export Fair".

10. Stand Setting-up

10.1 Only if the Exhibitor, prior to entering the Exhibition Area for setting up stands during the preparation period, present to the managing staff at site of the Organizer the customs clearance of all exhibits or other original documents such as ATA Certificate and submit relevant copies, can enter Exhibition Area. In case relevant documents are failed to be submitted, the Organizer reserves the right to reject the Exhibitor from entering the Exhibition Area, and the loss caused therefrom shall be borne by the Exhibitor.

10.2 All premium stands shall be set up by the contractor nominated by the Organizer. Raw space shall be set up by the Exhibitor's entrusted contractor recommended by the Organizer or the Exhibitor's own contractor accredited by the Organizer.

10.3 In case of entrusting any company to set up his stand, the Exhibitor shall then be responsible for the design, setting-up and relevant safety and fireproofing of such activities. The Exhibitor shall furthermore guarantee that all constructional work to be strictly complying with the operational and technical requirements stipulated in the "Exhibitors Manual of the International Pavilion of the 133rd Session of China Import and Export Fair" and relevant governmental laws and regulations.

11. Safety and Fireproofing

11.1 The Exhibitor shall be obliged to ensure all his activities to comply with and strictly abide by the Fire Control Law of the People's Republic of China stated in the "Exhibitors Manual of the International Pavilion of the 133rd Session of China Import and Export Fair" during process of Stand Construction, Exhibition and Stand Dismantling.

12. Services

12.1 The Exhibition provides the Exhibitor with relevant services such as information inputting and inquiry, lease of stand equipment, storage and transportation. Details of such service shall be illustrated in the "Exhibitors Manual of the International Pavilion of the 133rd Session of China Import and Export Fair".

12.2 The Organizer shall recommend transporters, contractor and travel agencies to provide services to the Exhibitor who shall be required to sign related service agreements with such organizations. The Exhibitor shall keep the Organizer informed in case of any adverse outcomes caused by such organizations and the Organizer shall endeavor to assist the Exhibitor to settle those issues. However, the Organizer shall not be responsible for any economic disputes arising therefrom.

12.3 All services provided by the Organizer to the Exhibitor shall be based upon his inventory and the real situation of the Exhibition. Hence, the Organizer shall not guarantee to provide related services at any time or under any situations. The Exhibitor shall therefore carry out timely procedures according to the "Exhibitors Manual of the International Pavilion of the 133rd Session of China Import and Export Fair". Any service delay or cancellation caused by the Exhibitor's delay in performing relevant procedures shall be deemed to be responsible by the Exhibitor himself.

12.4 The Organizer shall assist the Exhibitor to apply for visa to P.R. China or other entering documents following his reasonable request, however, approval of which shall not be guaranteed by the Organizer. The Exhibitor shall not use such disapproval as excuse to withdraw from the Exhibition.

13. Information Protection

13.1 Under condition of complying with laws of information protection, the Organizer shall be entitled to deal with and utilize the information of the Exhibitor for commercial purposes, and transfer such information to a third party for goal of efficiently fulfilling the provisions.

14. Losses and Responsibilities

14.1 The Organizer shall be responsible for personal injury caused by negligence of the Organizer himself, his legal representative, his official employee. The Organizer shall be responsible for other losses or damages, caused by malevolence or serious violation of duty of the Organizer himself, his legal representative and his official employee. Under such circumstances, the Organizer shall only compensate for the direct damages, while shall not compensate for the indirect damages.

14.2 The Exhibitor shall maintain at least one person in the stand during opening times of the Exhibition. The Organizer shall not compensate for any losses or damages happened to the Exhibition items or any equipment or installations

brought in by the Exhibitor therein.

14.3 The Exhibitor shall be responsible for any losses or damages to any other people or property losses caused by the Exhibitor himself, his staff or employee, his representative and the exhibits in the stand or any other items therein.

14.4 The Organizer shall recommend the Exhibitor to purchase proper and adequate insurance to ensure the safety of his personal property, Exhibition items and personal life.

14.5 The Exhibitor shall compensate for any losses or damages to the equipment and installations of the Exhibition or injury and death of any personnel caused by the malevolence, ignorance or mal-operation of the Exhibitor, his employee, staff, his contractor and employees of the contractor.

14.6 The Exhibitor shall be responsible for any penalty imposed by any legal departments of the People's Republic of China caused by its exhibits violating any laws or regulations of the People's Republic of China or being suspected of violating a third party's IPR. The Organizer shall be entitled to remove all illegal exhibits without reimbursing to the Exhibitor any losses arising therefrom.

14.7 Violating the related custom regulations of the People's Republic of China, the Exhibitor shall be responsible for all outcomes arising from the disposal of the exhibits without authorization. The Organizer shall retain the power to claim against the Exhibitor for any penalty imposed by the Custom of the People's Republic of China arising herefrom.

Notes: The Organizer hereby reminds that the Exhibitor shall safekeeping his exhibits. The Exhibitor may be required to render related tariff to the Custom of the People's Republic of China for any missing exhibits.

15. Exempt Provisions

15.1 In case of any alternation of Exhibition time, Exhibition layout or adjustment of stand locations caused by Force Majeure or any events beyond the control of the Organizer, the Exhibitor shall not be entitled to terminate or cancel the provisions and put forward any requirements to the Organizer including claim for any damages arising therefrom.

15.2 The Organizer shall endeavor to take all measures to ensure the security for the Exhibition during the period of the stand construction, exhibition and stand dismantling. Unless due to his malevolence or serious negligence, the Organizer shall not bear any responsibilities for any losses caused by his employee, recommended transporter and recommended contractor. The Organizer shall not be responsible for any losses caused by the Exhibitor, visitor or any third parties. The Exhibitor meanwhile commits to the Organizer that he shall not request for any compensation for any exhibit or personal property losses caused by his employee, staff, visitor to the Exhibition or any third parties.

15.3 The Organizer shall not be responsible for any contacts or transaction outcomes between the Exhibitor and any other parties arising during the course of the Exhibition or because of the Exhibition.

16. Supplemental Provisions

16.1 The Applicants shall guarantee to carry out the exhibiting work in compliance with all provisions of Canton Fair, and fully accept Canton Fair Organizer's on-site inspection and supervision on the use and management of the stand.

16.2 The provisions shall be part of the participation contract signed by the Organizer and Exhibitors after the provisions come into force. Both parties agree the participation contract includes Participation Provision, Participation Application Form, Notice of Payment, The Exhibit Catalogue (International Pavilion) of the 133rd Session of China Import and Export Fair., related additional and supplementary clauses. The aforesaid contents shall form an integral part of this contract and both parties shall be bound by it.

16.3 The formation and construction of the provisions are governed by the laws and regulations of the People's Republic of China.

16.4 All disputes arising from the execution of the Provisions shall be settled amicably through friendly negotiation. In case no settlement can be reached by negotiation, any party herein shall be authorized to submit the case to court having jurisdiction over the location of Exhibition for litigation solution. Chinese language and Law can be accepted in litigation.

16.5 In case of a conflict between this provision and any declarations, understandings, commitments made by both parties during any negotiations concerning the Exhibition, this provision shall prevail.

Place / Date _____ Seal / Authorized Signature _____