

# Terms of Participation

## 1. Definition

- 1.1 Exhibition refers to the Horti China 2018 to be held at National Exhibition and Convention Center (Shanghai) from 22-24 November, 2018.
- 1.2 Organizers consist of VNU Richland Exhibition Co., Ltd.  
VNU Richland Exhibition Co., Ltd. will exercise all the rights and perform all the obligations of other organizers under the Terms of Participation on behalf of other organizers.
- 1.3 Exhibitors refer to individuals, enterprises or other organizations that are assigned with certain space by the organizer and display their products or services in this exhibition.
- 1.4 Co-exhibitors refer to individuals, enterprises or other organizations other than the aforesaid exhibitors that display their products or services at specific stands approved by the organizer in advance.  
Organizers or exhibitors may be referred to individually as "the Party", and collectively as "the Parties" in this Terms of Participation.

## 2. Participation Application and Acceptance

- 2.1 All the participation application shall be made through the submission of application form.
- 2.2 Unless otherwise decided by the organizer, all the enterprises, organizations or individuals intending to participate shall submit the signed application form to the organizer before 25 September, 2018. Once the exhibitor has submitted the application form, it shall be deemed as making a participation offer to the organizers.
- 2.3 All the exhibits of the exhibitor shall fall into one of the exhibits catalog of the exhibition. Otherwise, such exhibits shall not be displayed in the exhibition.
- 2.4 The submission of application form by the exhibitor shall be deemed as having made the participation request and fully accepting the provisions of the Terms of Participation.
- 2.5 The Exhibitor shall be an enterprise that has been incorporated for more than three years (including three years) in the mainland of China or other countries or regions outside China in accordance with applicable laws, and shall provide the copy of its certificate of incorporation or other valid documents of certification.
- 2.6 The exhibitor shall be the manufacturer or distributor of its exhibits, and shall provide the organizer with authentic documents of certification relating thereto.
- 2.7 After signing the application form, the exhibitor shall make the advance payment of the stand cost and the residual payment thereof in strict compliance with the date as stipulated in the application form. The application form for stand and the Contract shall be deemed to take effect after (1) they are signed/chopped by the exhibitor and sent to the organizer for application (registration); (2) the exhibitor has made the advance payment of the stand cost to the organizers in accordance with the agreement herein; and (3) the organizer has sent confirmation letter of participation to the exhibitor stating that the application has been accepted.
- 2.8 The submission of the application form and the confirmation of receiving such application from the organizer shall not constitute the organizer's approval of application or consent of using the corresponding stand by the exhibitor. In case that the space or place of the stand applied for by the exhibitor is inappropriate, the organizer may adjust the space and place of the stand applied for by exhibitors subject to the consents of both Parties.
- 2.9 Without the prior written consent of the organizer, the exhibitor shall not move, exchange or share its stand with any third party, or transfer part or all of its stand to third party (other than the co-exhibitor approved by the organizer or the company for which the exhibitor acts as an agent). Except for the specific space of stand the organizer assigns to the exhibitor leased by exhibitors under the Terms of Participation, the exhibitor shall not take up any other space (including passageway and other stand not used) within in the exhibition hall. The exhibitor shall only distribute printed materials or make advertisement promotion within the scope of its stand.

## 3. Co-exhibitors

- 3.1 In principal, each stand of the exhibition shall only be used by one exhibitor who has signed the Terms of Participation.
- 3.2 Any individual or unit other than the exhibitor displays its product shall make special application with the organizer and obtain the written approval of the organizer. The approval of co-exhibitors shall be based on the standards as provided in Article 2. Co-exhibitors shall sign related written commitment to ensure that they will abide by the provisions of the Terms of Participation.
- 3.3 The exhibitor shall be liable for the debts and faults of its co-exhibitors and other companies it represents as if it undertakes its own responsibilities. The exhibitor shall also provide stand lease and related service for such co-exhibitors and companies.
- 3.4 The Exhibitor shall pay RMB 2,000 to the organizer for the participation of each co-exhibitor within its stand.

## 4. Payment

- 4.1 Advance payment of the stand cost: the exhibitor shall pay 50% of the stand cost within thirty (7) days after signing the application form for participation, among which, 20% of the stand cost shall be deemed as the deposit paid by the exhibitor. The organizer will not provide invoices separately for the advance payment.
- 4.2 Residual payment of the stand cost: the exhibitor shall pay the remaining 50% of the stand cost before 25 September, 2018.
- 4.3 The applicant or exhibitor will receive the confirmation notice of the list of other expenses (for example, technology services, promotion materials) from the organizer, and shall make the foregoing payment within three (3) days after receiving the notice.
- 4.4 The exhibitor may participate into the exhibition and use the stand only after it has made full payment of the stand cost and other expenses.
- 4.5 In the event that the exhibitor delays to pay any fees hereunder, and fails to pay in full after receiving demand, then
  - 4.5.1 The organizer shall have the right to terminate the Terms of Participation, and confiscate the deposit paid by the exhibitor, and request the exhibitor to bear the liability in accordance with the Article 5 hereof;
  - 4.5.2 The organizer shall reserve the right to recover all the fees payable from the exhibitor.

## 5. Termination of Contract

- 5.1 In the event that the exhibitor expresses its intention of terminating the Contract, no matter whether it has the right to terminate the Contract, the organizer shall have the right to take the action that
  - 5.1.1 Requesting the exhibitor to bear the liability in accordance with the provisions of Article 5.4 and Article 5.5;
  - 5.1.2 Notifying the exhibitor in writing the termination of the Terms of Participation;
  - 5.1.3 Re-leasing or using by itself the space of the stand.
- 5.2 The organizer may reserve the right to make claims towards the exhibitor in respect of its losses.
- 5.3 The organizer shall have right to terminate the Contract in writing in any of the following circumstances.
  - 5.3.1 Where the exhibitor fails to make payment of the stand cost or other fees on time, and fails to pay in full after receiving demand from the organizer;
  - 5.3.2 The exhibitor violates any clause hereunder, and fails to remedy within the time limit provided by the organizer.
- 5.4 For the above reasons provided in this clause, in the event that the Terms of Participation is terminated when there is more than three (3) months prior to the start of the exhibition, the exhibitor shall pay 50% of the total stand cost to the organizer as liquidated damages (if the exhibitor has made such payment to the organizer in advance, then the organizer shall directly confiscate such payment);
- 5.5 For the above reasons in this clause, in the event that the Terms of Participation is terminated within three (3) months prior to the start of the exhibition, the exhibitor shall pay in full the stand cost to the organizer as liquidated damages (if the exhibitor has made such payment to the organizer in advance, then the organizer shall directly confiscate such payment);

## 6. Exemption Clause and Force Majeure

- 6.1 Where damages or losses arise from force majeure events (i.e. unforeseeable, unavoidable and insurmountable elements, including but not limited to fires, floods or other natural disasters, epidemics, avian influenza, wars, riots, acts of public enemy, terrorism, public behavior, government policies or changes in law, the exhibition hall or the place of exhibition having electricity interruption, or being unable to use normally for reasons not attributable to the organizer etc.) during their sustaining period, both Parties shall not bear the liability. The Party incurred damages shall immediately notify the other Party of such event and shall take all appropriate and legitimate measures to minimize the damages caused by such events.
- 6.2 Where the exhibition fails to be held or is interrupted or has any changes due to the aforesaid force majeure elements, or any life risk or property risk arises from such elements, the organizer shall not be held liable for losses, damages or injuries of any nature regardless of how such losses, damages, or injuries occur or who is involved in, except for:
  - 6.2.1 Physical damages incurred by the exhibits due to the willful or gross negligence of the organizer;
  - 6.2.2 The steal of the exhibits or other damages they incur due to the willful or gross negligence of the organizer
- 6.3 Where any third party incurs such losses, damages or injuries due to the failure of participation, negligence, act or failure of performance of the obligations, or the employees, servants, agents, contractors or invited persons of the exhibitor, the exhibitor shall ensure that the organizer is exempted from liabilities.
- 6.4 In any event, the organizer shall not be liable for damages, theft and losses of the property, items and exhibits caused by the exhibitor or its related staffs. The exhibitor shall be fully liable for the losses incurred by the organizer or its employees, agencies and management personnel.
- 6.5 If the exhibitor move-out, booth fee is not refundable. If the organizers revoked Convention booth, the organizers shall refund the total booth fee to the exhibitor.

## 7. Control of Acoustic Noise

- 7.1 The volume of the sound broadcasted or produced by the exhibitor within the exhibition hall shall not exceed 70 decibel (below 90 decibel within the machine display area) to ensure the exhibition will be conducted in a professional and undisturbed atmosphere. In case that the exhibitor refuses to comply with the stipulation of this clause, the organizer shall reserve the right to take corresponding measures.

## 8. Stand Set-up and Design

- 8.1 In case that the exhibitor who designs and sets up the stand by itself has additional service needs in respect of the design and set-up of the stand, it may contact third parties other than contractors designated by the general meeting to require them to provide services such as stand furniture, decoration, maintenance and infrastructure. The exhibitor shall fill in and submit the Guangdi Exhibitor Set-up Service Commitment whichever the form it takes to set up the stand.
- 8.2 The exhibitor shall comply with the applicable laws of the People's Republic of China and related management rules of the exhibition hall throughout its set-up of stand by itself, employees or its contractor, and shall ensure all the set-up works and machine works during the set-up process are in compliance with the foregoing stipulation. During the course of setting up the stand, the exhibitor shall not use water, electricity and gas without permission. Meanwhile, the stand set up by the exhibitor shall not affect the display effects of other exhibitors around. In the event that other exhibitors around make reasonable requests, the exhibitor shall have the obligation to make adjustment or changes to its set-up of stand. Meanwhile, the exhibitor shall do a good clean-up work for its stand and keep its stand tidy. In addition, the exhibitor shall report to the organizer in writing when it cannot set up the stand under such condition. All the Guangdi exhibitors/builders shall pay a set-up management fee to the builder of the main venue.
- 8.3 The design and construction of the stand shall conform to the stipulation of the stand set-up guideline prepared by the organizer. The set-up of the stand shall not do damage to any part of the exhibition hall; in case of similar destruction, the exhibitor shall be responsible for the compensation to the exhibition and related third party.

## 9. Exhibits Transportation

- 9.1 The exhibitor shall be responsible for the cost of transporting its exhibits to the exhibition hall.
- 9.2 The exhibitor shall submit the list of the name and quantity of the exhibits to the organizer or to the transportation service supplier it designates at least ten (10) days before the opening of the exhibition.
- 9.3 Before the exhibition ends, the exhibitor shall not remove any of its exhibits outside the exhibition hall.
- 9.4 For damages of any part of the exhibition hall caused by the transportation or removal of the exhibits, the exhibitor shall be responsible for the compensation to the exhibition hall and related third parties.
- 9.5 The transportation and removal of the exhibits within the exhibition hall shall be carried out by the service supplier designated by the organizer.

## 10. Move-in, Personnel Allocation and Move-out

- 10.1 The exhibitor shall comply with the time for move-in and move-out designated by the organizer. The exhibition space that is not used on the last day of the stipulated set-up time shall be deemed as a space of which the exhibitor waives the right of use and may be disposed of by the organizer at its discretion.
- 10.2 The exhibitor who obtains the permission to participate the exhibition has the obligation of participation. During the stipulated opening time, the exhibitor shall ensure appropriate staffs are allocated to the stand. The exhibitor shall not have the right to remove the exhibits or dismantle the stand before the end of the exhibition. Where the exhibitor breaches such stipulation, the organizer shall have the right to require it to pay a compensation of RMB 5,000.
- 10.3 After the exhibition ends, the exhibitor shall clean its stand properly, and shall remove the materials used to set up the stand or for the display within six (6) hours and restore the stand to its original condition and return it to the organizer.

## 11. Management Fee and Overtime Fee

- 11.1 As for the construction of the stand within the National Exhibition and Convention Center (Shanghai), National Exhibition and Convention Center (Shanghai) shall charge a certain amount of management fee. Such fee shall be paid by the constructor of the stand.
- 11.2 In case that the exhibitor desires to use the stand out of normal working time, it shall notify the National Exhibition and Convention Center (Shanghai) or the organizer in advance, and shall pay the overtime fee at its own cost.
- 11.3 The standard of charging management fee and overtime fee shall refer to the tariff schedule of the National Exhibition and Convention Center (Shanghai).

## 12. Safety Responsibility of the Exhibitor, Organizer and Exhibition Hall

- 12.1 Where any consequence arises from the conduct or negligence of the exhibitor or its co-exhibitors, representatives, staffs, agencies, contractors or the audience participating into the exhibition, the exhibitor shall ensure that the organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents will not incur any loss therefrom. In case that the aforesaid personnel bear any expenses, responsibilities, losses or are sued or claimed against, the exhibitor shall bear the full liability.
- 12.2 In order to ensure that the exhibition goes smoothly and safely, all exhibitors and builders shall purchase the third party liability insurance, and related insurance for staffs at the exhibition and the exhibits. Where the organizer makes requests, the exhibitor shall provide the organizer certification of being fully insured. In any event, the organizer shall not be held liable for any loss (including the profit loss incurred by the exhibitor) caused by elements out of its control, even if such elements have caused the failure of construction, set-up, completion, renovation or withdrawal at the exhibition venue; full or partial cancellation or change of the exhibition; or full or partial changes to the Terms of Participation.
- 12.3 The exhibitor and its builders shall operate strictly in conformity to the operation and use stipulation of the exhibition hall, and consciously obey the check and supervision of the decoration process by relevant staffs and strictly comply with the safety and fireproofing management system during the construction period. In case of breach resulting in damages to the exhibition or any third party, the exhibitor shall bear the full liability.
- 12.4 During the term hereof, the exhibitor shall be fully liable for the safety of its exhibits, stand, furniture and equipment. The organizer and its person-in-charge, authorized representatives, management personnel, employees, agents and other agents shall not bear any liability for personal or property losses arising therefrom.
- 12.5 As for third party service units recommended or designated by the organizer for the exhibitor, the exhibitor may execute relevant service contract with such service units at its discretion. Where the exhibitor's participation is affected for reasons of such service units, the exhibitor may settle the dispute in accordance with the provision of the service contract, provided, however, that any economic dispute or liability between the exhibitor and such service units does not involve the organizer.

## 13. Damage to the Exhibition Hall

- 13.1 The exhibitor shall perform due diligence at its best effort for the exhibition hall or all the decoration, equipment or other property within the exhibition hall, and shall ensure that no damage will be made to such property.
- 13.2 Where the exhibition or its property incurs any damage due to the act or negligence of the exhibitor or its co-exhibitors, representatives, staffs, agencies, contractors and other individuals using the exhibition hall for the exhibitor's reason, the exhibitor shall be responsible for the restoration and make compensation.
- 13.3 Upon the request of the organizer, the exhibitor shall arrange insurance for the relevant property within the exhibition hall, and submit the related insurance policy to the organizer or the checking service supplier of the insurance documents designated by the organizer.

## 14. Photography, Movie, Video and Sketch

- 14.1 Only individuals who obtain the authorization and valid chest card of the organizer may take photos, make sketches or videos. In any event, making photos or images or videos of other nature in accordance with the exhibits in the stand is prohibited. In case of breach of this clause, the organizer may request them to turn in all the materials recorded and may further take legal measures to trace accountability.
- 14.2 Where photographing the stand out of the normal opening time is needed with special lighting being used, prior consent of the organizer shall be obtained and the major surrounding circuit shall be opened by the electrician of the exhibition hall. The exhibitor shall bear the cost.
- 14.3 The organizer shall have the right to make photos, pictures, movies and videos in accordance with the exhibits on the exhibition, and shall have the right to use them in advertisement promotion or general media publication. The copyright of such works shall be the property of the organizer.

## 15. Intellectual Property

- 15.1 In case that intellectual property dispute occurs during the exhibition, the organizer shall notify relevant department and handle it in strict compliance with the provisions of the applicable regulations of the State.
- 15.2 The exhibitor shall respect the intellectual property of other exhibitors or enterprises within the industry. In case that court judgments or decisions of the administrative department of intellectual property evidence that one exhibitor's exhibits, printed documents, promotional materials or other items have infringed the intellectual property of another exhibitor, the organizer shall have right to remove such exhibits, printed documents, promotional materials giving rise to infringement out of the exhibition, and shall have the right to confiscate such objects until the exhibition ends, close the stand of the infringing exhibitor, and/or expel such exhibitor and its staffs out of the exhibition venue although it has no obligation to do so. The organizer shall also have the right to exclude the infringing exhibitor from participating exhibitions in the future. In case such measures are proved to be unfair, the exhibitor shall not make compensation request towards the organizer.
- 15.3 Once signing the Terms of Participation, the exhibitor shall be deemed as having committed that all its exhibits and the packages thereof do not infringe the intellectual property of others. Once any commodity or service displayed or provided by the exhibitor, or its conduct such as promotion is proved to constitute infringement of the intellectual property of any third party, the exhibitor commits to remove related items from the stand immediately.
- 15.4 The organizer shall not have to prove the adequacy of decisions and conducts it makes towards the exhibitor, the exhibitor agrees to respect any decision or conduct of the organizer. The exhibitor shall not have the right to request the organizer to make any compensation, unless the exhibitor can prove the gross negligence or willfulness of the organizer.

## 16. Handling the Breaches during the Exhibition Period

- 16.1 Where the exhibitor or its co-exhibitors, representatives, staffs, agencies, contractors breach the provisions herein during the move-in, display and move-out of the exhibition, the organizer shall have the right to restrict the entry of the exhibitor or its relevant staffs, remove the breaching exhibits, or even closing the breaching stand, and shall have the right to permanently cancel the exhibition qualification of the breaching enterprise. All the losses shall be borne by the exhibitor.
- 16.2 Where the exhibitor violates the P.R.C. laws, the organizer shall reserve the right to engage the liability of the exhibitor.

## 17. Dispute Settlement

- 17.1 The Terms of Participation and conditions shall be construed and governed by the laws of the People's Republic of China.
- 17.2 The exhibitor shall comply with the applicable or future laws and regulations relating to the Terms of Participation and the performance of conditions, made and published by the organizer or in connection with contracts of holding the exhibition, and rules made by the local government or the head of the exhibition hall.
- 17.3 Where any dispute arises from the Terms of Participation or related thereto, it shall be submitted to the Shanghai Arbitration Commission for arbitration in accordance with its arbitration rules. The arbitration award is final and binding on the two Parties.

## 18. Entire Contract

- 18.1 This participation application form and the Terms of Participation and other applicable laws and the rules of the exhibition hall constitute the entire contract between the exhibitor and the organizer.
- 18.2 Unless signed by the representatives of the organizer and the exhibitor, any revisions, changes or waiver of any provisions and stipulation herein shall not have any legal force. In case of any conflict, this contract shall prevail over other related rules and implementation of the exhibition.

## 19. Severability

- 19.1 In the event that the provision of the Terms of Participation or technology guideline is legally invalid or incomplete, the validity of other provisions or related contract shall not be affected. Under such circumstance, the parties hereto shall have the obligation to change the invalid provisions and/or supplement relevant provisions to achieve the economic purpose both Parties pursue to the largest extent.
- 19.2 In case of any discrepancy between the Chinese version and English version of the Terms of Participation and conditions, the English version shall prevail.

# 参展条款

## 1. 定义

- 1.1 展会是指将于**2018年11月22日至2018年11月24日**在国家会展中心（上海）举行的**2018亚洲园艺博览会（HORTI CHINA 2018）**。
- 1.2 主办单位是上海万耀华科展览有限公司。  
上海万耀华科展览有限公司将代表其他主办单位履行本参展条款项下主办单位的一切权利和义务。
- 1.3 参展商是指所有在本届展会中，获得主办单位所分配的特定空间并展出其产品或服务的个人、公司或其他组织。
- 1.4 联合参展商是指经主办单位事先同意的在特定参展商的展位展出自己产品或服务的上述参展商以外的个人、公司或其他组织。  
主办单位或参展商在本参展条款中均可单独被称为“一方”，合称为“双方”。

## 2. 参展申请及接受

- 2.1 所有参展申请都通过提交申请表提出。
- 2.2 除非由主办单位另行更改期限，所有有意参展的公司、组织或个人应在**2018年9月25日**之前向主办单位提交经签署的申请表。
- 2.3 参展商一旦提交参展申请表，即视其向主办单位发出的参展要约。
- 2.4 参展商的所有展品必须至少属于展会的展品目录中的一项，否则不得在展会中公开展出。
- 2.5 参展商提交申请表即表示其已提出参展请求并且完全接受本参展条款中的规定。
- 2.6 参展商必须为根据适用法律在中国大陆以外的国家或地区合法注册3年以上（含3年）的公司，且须提供公司注册证书复印件或其他有效证明文件。
- 2.7 参展商必须为其所有展品的制造商或经销商，并向主办单位提供真实的相关证明材料。
- 2.8 参展商提交申请表后，参展商应严格按照本参展申请表款规定的日期支付展位费首付款和展位费余额。展位申请表及合同应在(1)由参展商签字/盖章后送到主办单位申请(注册)；(2)参展商根据本参展条款约定向主办单位支付了展位首付款；以及(3)主办单位发参展确认函给参展商表示接受申请后双方才视为生效。
- 2.9 申请表的提交及主办单位确认收到该申请并不构成主办单位批准申请或同意参展商使用相应展位。若参展商申请的展位面积或位置不适合，经双方同意，主办单位可以调整参展商所申请的参展面积和展位位置。
- 2.10 未经主办单位事先书面同意，参展商不得移动、与任何第三方交换或共享其展位，也不得将其展位部分或全部转让给第三方（经主办单位批准的联合参展商和参展商代理的公司除外）。除主办单位分配给参展商且参展商在本参展条款项下租赁的特定展位面积，参展商不得占用展馆内任何其他空间（包括通道和其他空闲展位）。参展商只能在其展位范围内分发印刷物或进行广告宣传。

## 3. 联合参展商

- 3.1 原则上，展会的每一个展位只能由与主办单位签订参展条款的一个参展商使用。
- 3.2 任何参展商以外的个人或单位在展位展出其产品必须向主办单位提出特别申请，并取得主办单位的书面批准。联合参展商的批准同样基于上述第2.3条的标准。联合参展商应当签署相关书面承诺，以保证其遵守本参展条款的规定。
- 3.3 参展商应为其联合参展商和由其代表的其它公司的债务和过错承担责任，如同承担其自身责任一样，参展商还应向其提供展位租赁及相关服务。
- 3.4 参展商应就其展位内每一个联合参展商的参展向主办单位支付人民币**2,000元**。

## 4. 款项的支付

- 4.1 展位首付款：参展商应在签署参展申请表7天之内支付**50%**的展位费用，其中展位费用的**20%**部分应视为参展商支付的定金。主办单位不就展位首付款单独提供发票。
- 4.2 展位费用余款：参展商应在**2018年9月25日**之前支付另外**50%**展位费用。
- 4.3 申请人或者参展商将收到主办单位关于其它费用的清单（例如技术服务，宣传材料）的确认通知，参展商需在收到通知后3天内支付以上价款。
- 4.4 参展商全额支付展位费用和其他费用后方可参加展会并使用展位。
- 4.5 如参展商延迟支付本参展条款项下的任何费用，在经过催告后仍未完全支付的，则
  - 4.5.1 主办单位有权立即终止本参展条款，并且没收参展商已支付的定金，并要求参展商根据本参展条款第5条承担责任；
  - 4.5.2 主办单位保留向参展商追讨所有应付费用的权利。

## 5. 解除合同

- 5.1 如果参展商表示其解除合同，不论其是否有权解除合同，主办单位都有权利执行
  - 5.1.1 要求参展商根据**5.4、5.5**约定承担责任；
  - 5.1.2 书面通知参展商终止本参展条款；
  - 5.1.3 将展位面积再次出租或者自己使用。
- 5.2 主办单位可以保留继续就其他损失向参展商索赔的权利。
- 5.3 主办单位有权在如下情况下以书面通知的形式终止合同：
  - 5.3.1 参展商未能按时向主办单位支付展位费或其他款项，并在主办单位催告后仍未完全支付的；
  - 5.3.2 参展商违反了本参展条款的任何条款，又未能在主办单位给出的截止时间内修正。
- 5.4 因本条上述原因，在距离展会开始前还有3个月以上时，本参展条款被解除的，参展商须向主办单位支付展位总费用的**50%**作为违约金（若参展商已向主办单位预付该费用，则由主办单位直接没收）。
- 5.5 因本条上述原因，在距离展会开始不到3个月（含3个月）时本参展条款被解除的，参展商须向主办单位支付全额展位费用作为违约金（若参展商已向主办单位预付该费用，则由主办单位直接没收）。

## 6. 免责条款和不可抗力

- 6.1 如在不可抗力事件（即不可预见、不可避免且不可克服的因素，其中包括但不限于火灾、洪水或其他自然灾害、传染病、禽流感、战争、暴乱、公敌行为、恐怖主义、公共行为、政府政策或法律变化、展馆或展会举办地断电或非因主办单位原因而无法正常使用等）存续期间因其影响而导致损害或损失，双方均不承担赔偿责任。受损一方应立即通知另一方此类事件且应采取所有恰当和正当的措施将此期间的损害降到最低程度。
- 6.2 若由于上述不可抗力因素导致展会未能举办、中断或产生任何变化，或是导致人身或财产损失时，主办单位不应对其任何性质的损失、损害或伤害承担赔偿责任，无论该损失、损害或伤害如何发生，涉及何人，除非：
  - 6.2.1 由于主办单位故意或重大过失导致展品遭受物理损坏；
  - 6.2.2 由于主办单位故意或重大过失导致展品失窃或遭受其他损失。
- 6.3 如参展商未能参展、延迟、行为或未能尽到参展商责任，或因其员工、服务员、代理、承包商或邀请对象等原因导致任何第三方遭受任何此类损失、损害或伤害，参展商应确保主办单位对此负责。
- 6.4 在任何情况下，主办单位都不应对由参展商或参展商相关的人员导致的财产、物品、展品的损害、失窃、损失承担任何责任，参展商应就其主办单位或其员工、代理机构和管理人员由此遭受的损失承担全部赔偿责任。
- 6.5 如参展企业破产，展位费不予退还。如主办方撤销约定展位，需退还全部已缴展位费用。

## 7. 音量噪音控制

- 7.1 参展商在展馆内播放或产生的任何音量不得超过70分贝（机械展区控制在90分贝以下），以确保展览会在专业、不受干扰的气氛中顺利进行。如果参展商拒绝遵守本条约定，主办单位将保留采取相应措施的权利。

## 8. 展台搭建和设计

- 8.1 自行设计、搭建展台的参展商，如有额外对设计、搭建展台的服务需求，可与大会指定承建商以外的第三方联系以要求提供展台家具、装修、维修及基础设施等服务。参展商不论以何种形式搭建展台，都应填写并提交《光地展商搭建安全承诺书》。
- 8.2 参展商自行搭建、雇工或其承包商在搭建展台过程中始终遵守中华人民共和国相关法律以及展馆的相关规定，并保证在搭建过程中所有的搭建工作和机械作业都执行上述规定。在展台搭建过程中，参展商不得擅自用电、气、等。同时参展商搭建的展台不得影响到周围参展商的展示效果，如有周围参展商提出合理要求，参展商有义务对自己的展台搭建做出调整或修改。同时参展商在展会期间要做好自己展台的清理工作，保持展位整洁。此外，参展商在其无法按照该条件搭建展位时，应通过书面报告主办单位。所有光地参展商/搭建商需在布展期间向主场搭建商支付搭建管理费。
- 8.3 展台的设计和施工应符合由主办单位制定的展台搭建指南中的规定。展台搭建不得有破坏展馆任何一处之情况发生；如有类似破坏，由参展商负责，向展馆及相关第三方赔偿。

## 9. 展品运输

- 9.1 参展商应对其展品运输至展馆所产生的费用负责。
- 9.2 参展商应在展会开幕前至少十天向主办单位或其指定主场运输服务商提交展品名称及数量清单。
- 9.3 在展会结束之前，参展商不得将任何展品移出展馆外。
- 9.4 因展品运输或移动导致展馆任何部分损坏，参展商应负责向展馆及相关第三方赔偿。
- 9.5 展品在展馆内的运输和移动必须由主办单位指定的服务商完成。

## 10. 布展、人员配备以及撤展

- 10.1 参展商必须遵守主办单位指定的布展和撤展时间。在规定搭建时间最后一天之前还没有使用的展览场地将视为参展商放弃使用权，由主办单位任意处置。
- 10.2 得到许可参加展览会的参展商有参加本次展览会的义务，在展会规定开放时间内，参展商应保证展台始终配备合适的工作人员。在展会结束之前参展商无权移除展品或者拆除展台。如果参展商违反此规定，主办单位将有权要求其支付**5,000元**人民币的赔偿金。
- 10.3 在展会结束后，参展商需妥善清洁自己的展位，在6个小时内清除为搭建展台或展出所使用的材料，将展位恢复原状，并交还主办单位。

## 11. 管理费和超时费

- 11.1 对于在国家会展中心（上海）内进行展台施工，国家会展中心（上海）将收取一定的管理费，该费用将由展台施工方支付。
- 11.2 若参展商希望在正常工作时间以外使用展馆，应当提前通知国家会展中心（上海）或主办单位，并自行支付超时费。
- 11.3 管理费和超时费的标准应当以国家会展中心（上海）的收费价目表为准。

## 12. 参展商、主办单位及展馆的安全责任

- 12.1 若因参展商自身或其联合参展商、代表人、工作人员、代理机构、承包商和参展观众的行为或疏忽导致任何后果，参展商应保证主办单位及其负责人、授权代表、管理人员、公司员工、代理商及其他代理人不因此遭受任何损失，若前述人员因此而承担任何费用、责任、损失或遭到起诉或索赔，参展商应承担全部赔偿责任。
- 12.2 为保证展会顺利及安全进行，所有参展商、搭建商应当购买第三者公众责任险、相关参展工作人员、参展展品的相关保险。如主办单位提出要求，参展商应向主办单位提供参展商已进行充分投保的证明。主办单位在任何情况下均不应对其无法控制的因素而导致的损失（包括参展商由此而遭受的利润损失）承担任何赔偿责任，即使由于该等因素已导致在展会场地无法正常施工、搭建、完工、改造或撤展；展会被全部或部分取消、变更；或本参展条款被全部或部分变更。
- 12.3 参展商及其搭建商等人员严格按照展馆关于展厅内外的各项操作和使用规定作业，自觉服从展馆有关工作人员对装修过程的检查和监督。施工期间严格遵守展馆的各项安全、防火管理制度，如有违反将承担因此产生后果的全部责任。
- 12.4 在本参展条款有效期间，参展商应对其展品、展台及家具设备的安全性负全部责任，主办单位及其负责人、授权代表、管理人员、公司员工、代理商及其他代理人不应由此导致的人身或财产损失承担任何责任。
- 12.5 对于主办单位推荐或指定的为参展商提供服务的第三方服务单位，参展商可自行与这些服务单位签订相关服务合同。如由于这些服务单位原因而影响参展商参展，参展商可根据与服务单位的服务合同约定解决争议，但参展商与这些服务单位的任何经济纠纷及责任均与主办单位无关。

## 13. 展馆损害

- 13.1 参展商应对展馆或展馆内的一切装修、设备或其他财产的完好尽最大注意义务，并保证不对该等财产造成任何损害。
- 13.2 若由于参展商自身或其联合参展商、代表人、工作人员、代理机构、承包商和其他由于参展商原因而使展馆内的人的行为或疏忽导致展馆或其财产遭受任何损害，参展商应负责恢复原样并赔偿损失。
- 13.3 如果主办单位要求，参展商应为展馆内的相关财产办理保险，并将相关保单交付给主办单位或其指定的保险文本审核服务商。

## 14. 摄影、电影、录像和素描

- 14.1 只有经主办单位授权并拥有有效的主办单位胸卡的个人才能在展馆内摄影、照相、素描临摹或者录像。在任何情况下，不能根据他人展台内的展品（照片）或者其它性质的图像或者录像。如违反前款，主办单位可以要求其上撤所录材料并可以采取进一步法律手段追究此事。
- 14.2 需要在正常的开放时间以外拍摄展台，并进行特别照明，需要主办单位事先同意拍摄需要由展馆电工打开主要环绕电路，参展商将承担此费用。
- 14.3 主办单位有权拥有依据展览会上展品制作的摄影、图画、电影和录像，并有权在广告宣传或者一般的媒体出版物上使用。此类作品的版权属于主办单位。

## 15. 知识产权

- 15.1 如展会期间发生知识产权纠纷的，主办单位将严格按照国家相关法律法规规定通告相关部门并进行处理。
- 15.2 参展商应尊重其他参展商或行业内企业的知识产权。如果有法院的判决或知识产权行政管理部门的决定向主办单位证明，一个参展商的展品、印刷文件、宣传材料或者其他物品已经侵犯了另一个参展商的知识产权，尽管没有义务，但主办单位仍有权利将侵权参展商造成侵权的展品、印刷文件、宣传材料拆除出展览会，并且有权将其没收至展览会结束。关闭侵权参展商的展台，并/或将其和其员工驱逐出展览会会场。主办单位也有权排除侵权参展商参加以后的展览会。如果这些措施能证明是不公平的，参展商也不能向主办单位提出赔偿的请求。
- 15.3 参展商一经签定本参展条款即表示承诺其所有展品、展品外包装等没有侵犯他人知识产权。一旦参展商展出或提供的任何商品或服务、或者其促销活动等任何行为被证明侵犯了任何第三方的知识产权，参展商承诺将立即从展台撤除相关物品。
- 15.4 主办单位无须证明其对参展商做出的决定和行为的恰当性，参展商同意尊重主办单位的任何决定和行为。参展商无权要求主办单位作任何赔偿，除非参展商能证明主办单位有重大过失或有恶意。

## 16. 展会举办期间的违约处理

- 16.1 参展商或其联合参展商、代表人、工作人员、代理机构、承包商在展会布展、举办和撤展期间违反本参展条款规定的，主办单位有权酌情限制参展商或其有关人员入场、有权移走违规展品、甚至封闭违规展位，并有权永久取消违规企业的参展资格，损失一概由参展商承担。
- 16.2 参展商违反中国法律的，主办单位将保留追究参展商法律责任的权利。

## 17. 争议解决

- 17.1 参展条款及条件受中华人民共和国法律解释并管辖。
- 17.2 参展商必须无条件遵守现行及将来实施的与本条款及条件履行有关的、由主办单位制定发布的或与展会举办相关的合同有关的所有法律法规以及当地政府机关或负责人制订的规章制度。
- 17.3 凡因本参展条款引起的或与本参展条款有关的任何争议，均应提交上海仲裁委员会按照该会仲裁规则进行仲裁。仲裁裁决是终局的，对双方当事人均有约束力。

## 18. 整体合同

- 18.1 本参展申请表及参展条款和其他相关国家法律及展馆规定，构成参展商和主办单位之间的整体合同。
- 18.2 除主办单位与参展商双方代表签字，否则任何修改、变更或放弃其中条款与规定的做法均无法律效力。如有任何冲突，该合同将优于其他相关展会规定及执行。

## 19. 条款独立性

- 19.1 如果参展条款中或者技术规范中规定的条款在法律上无效或者不完整，其它条款或相关合同的有效性将不受影响。在这种情况下，合同双方有义务更换失效的条款和/或补足相关条款，最大可能地使得合同双方实现其追求的经济目的。
- 19.2 如本条款及条件的中英文文本有任何不一致之处，应以英文文本为准。

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