

# TERMS AND CONDITIONS

- 1. Definition**
  - 1.1 In this Agreement, unless the context otherwise requires: -

**"Contract Fees"** means the total participation fees payable by the Exhibitor to the Organizer, as set forth on the overleaf hereof and as varied or modified from time to time as the Organizer and the Exhibitor may agree, which include:

    - For 'shell-scheme booth': contracted space (45%), construction fees (10%), publicity package (25%) and administrative fees (20%)
    - For 'raw space': contracted space (45%), publicity package (25%) and administrative fees (30%).

**"Contracted Space"** means the total size of raw space or shell-scheme booth(s) and the second storey (if applicable) that the Exhibitor has by virtue of this Agreement contracted to occupy in the Exhibition, as varied or modified from time to time as the Organizer and the Exhibitor may agree.

**"Exhibition"** means the exhibition mentioned on the overleaf thereof and organized by the Organizer.

**"Exhibition Venue"** means the venue or place at which the Exhibition is being held.

**"Exhibitor"** means the organization or company, registered outside PRC, who has applied and been accepted to exhibit in the Exhibition, the particulars of which are set forth on the overleaf hereof.

**"Force Majeure Event"** means any fire; flood; storm; drought; earthquake; volcanic eruption; explosion; epidemic; nuclear accident or fallout; chemical accident; acts of war; martial law (or imposition of similar public coercion); military activities; governmental or judicial interventions; import or export restrictions; civil commotion; civil disobedience; uprising; march; revolt; demonstration; occupation; terrorist attack or threat; sabotage; lock-out; riot; hostilities; failure of electricity, gas or water supply; strikes; labor dispute; shortage of materials; interferences, interruption or delay in travelling, transportation, communication, accommodation or any other facilities necessary for carrying out the Exhibition or the preparation therefor; inaccessibility unavailability or closure of the Exhibition Venue or any part thereof; revocation, withdrawal, suspension, cancellation or cessation of the governmental license approval or permit to or by which the Exhibition is subject or regulated; or any other incidents or acts of God which are beyond the control of the Organizer but may in the reasonable opinion of the Organizer make it impossible or inadvisable for the Organizer to hold the Exhibition at the time and place provided therefor.

**"Organizer"** means SFCHINA EXHIBITION LTD. and SINOSTAR-ITE INTERNATIONAL LTD., the organizers of the Exhibition.

**"PRC"** means the People's Republic of China.
  - 1.2 The headings are inserted for convenience only and shall not affect the construction of the Agreement.
  - 1.3 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.
- 2. Application for Participation**
  - 2.1 An application shall be deemed accepted when such application is confirmed by the Organizer and the terms and conditions herein and on the overleaf hereof shall constitute a fully binding contract between the Exhibitor and the Organizer.
  - 2.2 Any application, once accepted by the Organizer, cannot be cancelled without the consent of the Organizer.
  - 2.3 The Organizer shall at all time have the right to refuse any application without tendering any explanation.
- 3. Withdrawal from Participation**
  - 3.1 Notwithstanding Clause 2.2, the Exhibitor may withdraw its participation from the Exhibition by giving a notice in writing to the Organizer ("**Withdrawal Notice**"), which notice must reach the Organizer at least 90 days prior to the opening date of the Exhibition and, once served, shall be irrevocable unless it is expressly waived by the Organizer. The withdrawal by the Exhibitor shall only be effective after and on condition that the Exhibitor receives a written acceptance from the Organizer in respect thereof and the Exhibitor has paid the Withdrawal Fees set forth in Clause 3.2.
  - 3.2 As a condition to effectuate the withdrawal, the Exhibitor shall pay Withdrawal Fees equivalent to 50% of the total Contract Fees payable herein ("**Withdrawal Fees**"). If by the time of the service of the Withdrawal Notice the Exhibitor has already paid to the Organizer the Contract Fees or any parts thereof or any other payments which exceed the Withdrawal Fees, the Organizer may at its discretion deduct the Withdrawal Fees from the amount so paid by way of set-off and thereafter refund the balance thereof, if any, to the Exhibitor. If by the time of the service of the Withdrawal Notice the Exhibitor is yet to pay the Contract Fees or any parts thereof or, even if the Exhibitor has paid but the amount of which is less than the Withdrawal Fees, the Exhibitor shall forthwith make payment within 15 days of the Withdrawal Notice to the Organizer of the Withdrawal Fees or any insufficient part thereof (after setting off the payment which has been paid prior thereto, if any) to make up the Withdrawal Fees.
  - 3.3 No request of withdrawal by the Exhibitor will be accepted if no Withdrawal Notice is given to the Organizer or the Withdrawal Notice reaches the Organizer less than 90 days prior to the opening date of the Exhibition in which case the Organizer shall not be required to make any refund to the Exhibitor.
- 4. Terms of Payment**
  - 4.1 A deposit equivalent to 50% of the Contract Fees shall be paid to the Organizer upon the acceptance of the application by the Organizer and in the event of any breach of this Agreement by the Exhibitor the deposit shall be forfeited to the Organizer as liquidated damages.
  - 4.2 Notwithstanding any provisions of this Agreement to the contrary, all Contract Fees and other payments must be fully paid by the Exhibitor to the Organizer at least two months before the opening date of the Exhibition, failing which the Organizer may at its discretion terminate this Agreement and be at liberty to assign the contracted space which is originally assigned to such Exhibitor to other exhibitors or for other purpose(s) as the Organizer may at its discretion deem fit.
- 5. Cancellation, Suspension or Reschedule**
  - 5.1 Notwithstanding anything contained in this Agreement, the Organizer may at any time cancel, suspend or reschedule the Exhibition if in the reasonable opinion of the Organizer the Exhibition is affected or is potentially affected by any Force Majeure Event or any other matter (including and without limitation to third party action) which may materially hinder, prevent or obstruct the Exhibition or the preparation thereof or it is undesirable or impracticable in the general interest of the Exhibition or the attendees to the Exhibition to hold or continue the Exhibition but without incurring or owing any liabilities or obligations whatsoever to the Exhibitor save and except the refund of a part of the Contract Fees stipulated in Clause 5.3 hereunder.
  - 5.2 If the Organizer decides to cancel, suspend or reschedule the Exhibition, the Organizer shall give a notice in writing to the Exhibitor informing of its decision thereof and the ground of its opinion ("**Change Notification**").
  - 5.3 If the Exhibition needs to be cancelled by the Organizer due to Force Majeure Event, the Organizer shall make refund to the Exhibitor. The amount of the refund shall be calculated on the basis of the date of the Cancellation Notification (refers to as "**Notification Date**"): (a) if the Notification Date is 60 days or more before the opening date of the Exhibition, the refundable amount shall be 85% of the Contract Fees; (b) if the Notification Date is less than 60 days but 30 days or more before the opening date of the Exhibition, the refundable amount shall be 80% of the Contract Fees; (c) if the Notification Date is less than 30 days before the opening date of the Exhibition and before the first day of move-in period, the refundable amount shall be 75% of the Contract Fees. If the Notification Date falls on a Saturday, Sunday, or a public holiday in PRC or Hong Kong, the next good business day will apply instead. The refund shall be made by the Organizer within 45 days from the Notification Date. Save and except the refundable amount, the Exhibitor shall have no right to make any further claim whatsoever against the Organizer due to the cancellation, and the Organizer shall be fully discharged from all of its obligations in this Agreement. If by the Notification Date the Exhibitor is yet to pay to the Organizer any Contract Fees, or the amount paid is less than the difference of the Contract Fees and refundable amount, the Exhibitor shall still be liable to pay to the Organizer the amount equal to the difference between the Contract Fees payable herein and the amount which would have been refunded to the Exhibitor.
  - 5.4 If the Exhibition is suspended by the Organizer after move-in period has commenced, but before the last date of the Exhibition, whether or not the Exhibition is resumed after such suspension, the Organizer shall be under no obligation to refund any Contract Fee or other payments that have been paid by the Exhibitor or otherwise pay any compensation whatsoever to the Exhibitor due to the suspension.
  - 5.5 Without prejudice to the generality of this Clause 5, the Exhibitor has no right to claim against the Organizer for refund of any Contract Fees or other payments paid herein or for other compensation whatsoever unless it is proved that the Exhibition is cancelled, suspended or rescheduled SOLELY due to the willful, manifest and material fault or negligence of the Organizer and the amount claimed shall in no circumstances exceed the amount of the Contract Fees that has already been paid by the Exhibitor to the Organizer pursuant to this Agreement prior to such claim.
- 6. Reduction of Space**
  - 6.1 If the Exhibitor wishes to reduce the Contracted Space or change his requirement in relation thereto (including change from shell-scheme booth to raw space, etc.) or make any other change(s) thereof, the Organizer will not reduce the Contract Fees or other payments or refund any payment difference, if any, resulting therefrom.
  - 6.2 The Organizer may in its discretion refuse any request by the Exhibitor for reduction of the contracted space or change of his requirement in relation thereto or any change(s) thereof without tendering any reason to the Exhibitor. Notwithstanding the foregoing, if and when the Organizer accepts such request by the Exhibitor, the Organizer may impose any conditions or charge additional fees against the Exhibitor as the Organizer may in its discretion deem fit.
- 7. Booth Allocation**
  - 7.1 The Organizer shall allocate the space or assign location in the Exhibition to the Exhibitor in accordance with the nature of the exhibits and in whatever manner as the Organizer may deem fit provided that the area of the Contracted Space will not be adversely affected.
  - 7.2 The Organizer shall have the absolute right to change the space allocated to the Exhibitor at any time prior to the commencement of the build-up of the Exhibition if the circumstances so justify or alter the space to undertake other alterations as the Organizer may deem fit and provided that the area of the Contracted Space is not adversely affected as a result of the changes, the Exhibitor shall have no claim for loss, damages, compensation or refund.
- 7.3 All Contracted Space in "Shell Scheme Booth Exhibit Zone" are not allowed to change to raw exhibit space without prior written approval from the organizer.
- 8. Admission of Entry**
  - 8.1 For the purpose of effective management of the Exhibition, the Organizer shall have the absolute right to refuse any entry into the Exhibition of any non-exhibitors, children, unrelated visitors or any other persons that the Organizer may in its discretion deem inappropriate.
- 9. Transfer of Rights**
  - 9.1 The Exhibitor shall not assign or transfer, or purport to assign or transfer, any of his rights or obligations under this Agreement to any third party or share the whole or any part of the Contracted Space with any third party without prior written consent of Organizer. The Organizer reserves the right to terminate Exhibitor's participation immediately with no refunding of the full amount of participation fees committed if the afore-said situations are found with sufficient evidence.
- 10. Fire, Building and Safety Regulations**
  - 10.1 The Exhibitor shall comply with all fire, building and safety statutes, laws, rules and regulations of PRC and/or the place of jurisdiction in which the Exhibition is held and, in addition thereto, observe and obey any rules, regulations or directions adopted or given by the Organizer in relation to the Exhibition.
  - 10.2 The Exhibitor shall not at any time block or obstruct any aisles and fire exits in the Exhibition Venue.
- 11. Raw Exhibit Space Construction**
  - 11.1 All materials used in the stand construction must be non-flammable or fire-proofed, and must correspond to the local Fire Prevention Law. Inflammable materials such as elastic fabric, straw and lumber are prohibited to be used in Exhibition Halls.
  - 11.2 The drawings and designs plans for construction of two-storey booth, or those as required by "Terms and Condition (Appendix)", must be examined and verified by qualified structural engineers registered in PRC, and/ or by structural engineering firm appointed by the Venue or Organizer. All costs incurred for such purpose will be borne by the Exhibitors or their appointed Contractors.
  - 11.3 In accordance with the laws of PRC, the Exhibitor must take out proper and adequate third party insurance in respect of the Contracted Space and all members of staffs/Contractors working at the Exhibition Venue and other place or places in which the Exhibitor prepares for the Exhibition.
- 12. Electrical Connection Services**
  - 12.1 For the purposes of safety and effective management of the Exhibition, the Exhibitor shall only employ or engage the official contractor appointed by the Organizer for the installation and maintenance of all power, lightings and other electrical fittings to, for or in the contracted space at the expense of the Exhibitor.
- 13. Exhibits**
  - 13.1 Throughout the opening time of the Exhibition, the Exhibitor shall not remove his exhibits from the exposition floor or close his Contracted Space in the Exhibition.
  - 13.2 The Exhibitor shall appoint an authorized representative to be present at the Exhibition Venue throughout the whole period of the Exhibition and during the installation and dismantling of his exhibits.
  - 13.3 The Exhibitor shall not exhibit any goods/services which is/are irrelevant to the subject nature of the Exhibition. In the opinion of the Organizer and which is final, the exhibits/services is/are irrelevant to the subject nature of the Exhibition, the Organizer reserves the rights to remove such exhibits/services from the Exhibition Venue and stop the Exhibitor to continue exhibiting. The Organizer shall not be liable for any claims, compensation or any refund of the Contract Fees paid by the Exhibitor to the Organizer.
- 14. Insurance, Losses and Liability**
  - 14.1 The Organizer and its servants, employees, agents, freight forwarders and contractors shall not be under any liability whatsoever in respect of any loss, damages or injury of any nature (to person or property) sustained by the Exhibitor or his employees, agents, invitees or licensees caused by or through or in any way owing to fire, overflow of water, electricity shock, block out, telecommunication breakdown, theft, robbery or violence or arising from the negligence of any exhibitors or other visitors or users to or of the Exhibition Venue and the Exhibitor shall indemnify and keep the Organizer fully indemnified against all costs, claims, demands, expenses, actions and liability whatsoever in respect of any damage caused to any person or property whomsoever or whosoever arising from the negligence of the Exhibitor, his employees, agents, invitees or licensees.
  - 14.2 The Exhibitor shall take all necessary precautions to avoid theft and to ensure that his exhibits and other articles in his Contracted Space will not cause any danger or potential danger to other exhibitors, visitors, users of the Exhibition and shall not keep or store any hazardous goods in the Exhibition Venue unless with the prior written approval of the Organizer. The Exhibitor is advised that in accordance with the statutes, law, rules or regulations of PRC and/or the place of jurisdiction in which the Exhibition is held the Exhibitor may become liable to governmental duty or levy for any lost imported items.
- 15. Arrangement of Visa**
  - 15.1 The Exhibitor is solely responsible for arranging the necessary visa or other entry permit into PRC for the purpose of participation in the Exhibition but the Organizer will upon reasonable request by the Exhibitor assist, without guarantee of whatever nature, the Exhibitor in applying for or obtaining for such visa or other entry permit.
  - 15.2 In the event that the Exhibitor is unsuccessful, whether with or without the assistance of the Organizer, in obtaining the necessary visa or other entry permit into PRC for the purpose of participation in the Exhibition, the Exhibitor shall have no right for cancellation of this Agreement and/or refund of any paid Contract Fees or other payments to the Organizer but may nominate another party or company, subject to the consent of the Organizer in its discretion, to take up the Contracted Space in place of the Exhibitor provided that the replacing party or company shall sign the relevant instrument to confirm his acceptance of this Agreement and to comply with the terms and conditions hereof.
- 16. Customs Clearance**
  - 16.1 For uniform customs clearance, the Exhibitor shall only employ or engage the official freight forwarder appointed by the Organizer for all customs clearance of exhibits at his own expense. The Exhibitor shall ensure that all information provided to such official freight forwarder is full and accurate for customs clearance. Notwithstanding the foregoing, the Organizer gives no warranty of whatever nature that the exhibits of the Exhibitor will pass the necessary customs clearance.
- 17. The Organizer's Rights**
  - 17.1 The Exhibitor shall not display, show, advertise, broadcast, circulate or distribute any materials of any form or carry out any promotional activities in any manner in relation to other exhibition or fair of whatever nature in the Exhibition Venue without the prior written approval of the Organizer (which approval shall be made or withheld at the discretion of the Organizer). Any violation of this clause will entitle the Organizer to remove the Exhibitor's exhibits, articles, items or properties or his personnel or agents from the Exhibition Venue and refuse entry of the Exhibitor's personnel or agents into the Exhibition Venue and the Organizer will not be liable to any loss, damages, costs, claims or injury sustained or suffered by the Exhibitor or his employees, agents, invitees or licensees in consequence thereof or refund any Contract Fees or other payments paid by the Exhibitor to the Organizer.
  - 17.2 Notwithstanding any provisions of this Agreement to the contrary, the Organizer at all time, for the effective management of the Exhibition, reserves and has its unfettered rights to remove any of the Exhibitor's exhibits, articles, items or properties or his personnel or agents from the Exhibition Venue and refuse entry of the Exhibitor's personnel or agents into the Exhibition Venue as the Organizer may in its discretion deem fit without tendering any explanation to the Exhibitor.
  - 17.3 The Organizer reserves and has the final right to explain and interpret the terms and conditions of this Agreement.
- 18. Entire Agreement**
  - 18.1 This Agreement and the confirmation issued by the Organizer in respect thereof constitute the whole agreement between the parties relating to the Exhibition and any further or additional agreement or understanding between the parties in relation to any matters incidental thereto shall be made in writing and signed by the parties and affixed with the company's seal.
- 19. Miscellaneous**
  - 19.1 The exercise of or failure to exercise any right or remedy in respect of any breach of this Agreement shall not save as provided herein, constitute a waiver by the Organizer of any other right or remedy it may have in respect of that breach.
  - 19.2 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
  - 19.3 Notices or other communications required to be given by the parties hereto pursuant to this Agreement shall be written in English and shall be delivered, if to the Organizer at its registered office in Hong Kong SAR, or to the Exhibitor at the address set forth on the overleaf, personally or by registered airmail or by postage prepaid or by a recognized courier service or by facsimile transmission. The notices or communications shall, in the absence of earlier receipt, be deemed to have been effectively served: (a) if delivered by personal delivery, then on delivery; (b) if sent by post to an address within the same country in which the sender is situated, then on the second (2nd) working days after the date of posting (as indicated by the postmark thereon); (c) if sent by post to an address outside the country of despatch, then on the seventh (7th) working days after the date of posting (as indicated by the postmark thereon); (d) if sent by recognized courier services, then on the third (3rd) working day after the date on which it is handed over to the courier service; and (e) if sent by facsimile transmission, then on the 1st working day after the date of the successful despatch (as indicated by the machine-printed despatch confirmation thereof).
  - 19.4 In this Agreement, references to a day mean a calendar day, and a working day a calendar day but excluding any Saturday, Sunday or general public holiday in Hong Kong SAR, either of which is to a period of 24 hours running from midnight.
  - 19.5 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR and each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of Hong Kong SAR in respect of any claim dispute or matter arising under this Agreement
  - 19.6 Nothing in this Agreement confers or purports to confer on any third party any benefit or any right pursuant to the Contract (Rights of Third Party) Ordinance (Cap.623), laws of Hong Kong SAR to enforce any term of this Agreement.