### **Exhibition Contract Exhibitor Application Form**



# 中国国际汽车零部件博览会 China International Auto Parts Expo.

NOV. 29 – DEC. 1 2007

Company Name					Booth No.				
Address									
Contact Person		Tel		Fax					
Email		Website		Mobi Phon					
Mode of Trade- We are	Manufacturers □ Agents □ Scientific Research	Importe Design h Institute □		Distribu	utors □ Financial Insti	itution 🗆			
Exhibit Categories	1. Auto Parts and Components:  Engine System □ Chassis System □ Brake System □ Running Gear □  Steering System □ Body system□ Electric System□ Exhaust System□ Tire□  2. After-sales Market:  Auto Electronics and Electric Appliance □ Auto Supplies □ Car Care and Maintenance  Equipment and Products □ Spray Paint Equipment □ Maintenance/Test/Diagnosis  Equipment and Tools □ Parking Equipment □ Fast Repair Workshop □  After-sales Service Chain Store □ Auto Environmental Protection Equipment and Products □  Recycling Equipment and Products □ Waste Treatment Equipments and Products □  3. Refitting Equipment and Products □  4. Auto Products Related Media □ Club □								
Profile of Company	Please submit your company profile or product introduction in 100 words or less in Chinese or English via email or fax to the organizer.								
Please fill in	the form above clearly and correctly for the fascia board, Visitors' Guide and Exhibitors' Directory.								
Intellectual Property Rights	<ol> <li>For products involving trade marks, patents, copyrights, and quality accreditation, legal rights certificates and licensing contracts must be produced by Exhibitors for inspection.</li> <li>For exhibits provided by suppliers, the "Agreement on Exhibits between Exhibitor and Supplier" (Original) for the exhibits must be produced by Exhibitors for inspection.</li> </ol>								
Customized Services and Expenses									
Visitor Invitation Letter	1. Sent by Exhibitors (If you choose 2, pl		Copies 2. Sent visitor lists and visitor contacts t	Mark Contract	rganisers   ganisers.)	Copies			
Transportation and Hotels	Control Date Property of the SE	Transportation Needed Yes \( \text{No} \) \( \text{No} \) \( \text{Hotel} \) Yes \( \text{No} \) \( \text{The service is provided by the designated transportation company and travel agency. \( \text{)} \)							
Sponsorship	Yes □ No □  (Please consult with the Organizing Committee of China International Auto Parts Expo for detailed provisions.)								

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	Yes □ No □ Topics				Price	RMB Yuan
Forum or Release Conference						
	Products Release ☐  (6000 RMB Yuan /Per Y					
Standard Booth	Class A 2180 RMB Yo	uan/m <sup>2</sup> m <sup>2</sup>			Price	RMB Yuan
	Class B 1480 RMB Y					
	Class C 870 RMB Y	uan/m <sup>2</sup> m <sup>2</sup>	(Minima	ım: 3×3m)		
	Note: A 10% surplus is c					
	Class A 1880 RMB Yo	uan/m <sup>2</sup> m <sup>2</sup>			Price	RMB Yuan
	Class B 1180 RMB Y	uan/m <sup>2</sup> m <sup>2</sup>				
Indoor Raw Space	Class C 740 RMB Yuan/m <sup>2</sup> m <sup>2</sup> (Minimum Rental Space is 36 m <sup>2</sup> )					
	Exhibitors shall pay floor management charge to China International Exhibition					
	Center.					
Custom-built Booths	Yes □ No □				Price	RMB Yuan
	(The service will be provided by professional companies accredited by China					
	International Exhibition					
On-site Advertisement	Advertisement Code		Quantity		Price	RMB Yuan
	(Please visit www.iapec					
Directory Advertisement (210×130mm)	Outside Back Cover 600	00RMB Yuan□ Inside	Front Cover 5000	RMB Yuan□	Price	RMB Yuan
	Inside Back Cover 5000RMB Yuan □ Color Page 4500RMB Yuan □					
	Color Spread 8000RMB Yuan □ Black and White 3000RMB Yuan □					
Other	Handbags 24000 R	MB Yuan / 6000 Pieces	_	pieces	Price	RMB Yuan
Advertisement	Entry Tickets 15000RN					
Note	All the above charges are	Total	RMB Yuan			
Signature	Name	in CAPS	Position		Date	

This is our contract for booth space at the Exhibition Stated above. We confirm that we have read, understood and agree to comply fully with the exhibition terms and conditions overleaf.

### PLEASE SIGN & DATE ABOVE AND RETURN TO ORGANIZERS AT THE FOLLOWING ADDRESS-PHOTOCOPY FOR YOUR RECORD

Organizer: Genertec International Advertising & Exhibition Co., Ltd.

Address: 12/F, West Wing of Sichuan Mansion, 1 Fuwaidajie, Xicheng District, Beijing China

Postcode: 100037

Tel: 0086-10-68991436 68991735 68991734 Fax: 0086-10-68991422 68991084 68991944

Contact person: Ms. Zhang Yazhu Mr. Cui Peng Mr. Xie Yufeng Email: zhangyazhu@exh.genertec.com.cn, cuipeng@exh.genertec.com.cn

Website: www.iapechina.com

## **Exhibition Contract Exhibitor Application Form**

#### **EXHIBITION TERMS AND CONDITIONS**

These Exhibition Terms and Conditions and any special conditions or additional conditions agreed by the Organisers (as defined in paragraph 1 below) constitute the entire agreement between the Organisers and the Exhibitor (as defined in paragraph 1 below) to the exclusion of all other terms, conditions and warranties whatsoever and represent the only terms on which the Organisers trade notwithstanding any terms and conditions that may be contained in any order or other form of the Exhibitor.

This agreement shall not be varied save by written agreement between the Organisers and the Exhibitor signed by a duly authorized officer of each of the respective parties.

#### 1. **DEFINITIONS**

In these Terms and Conditions the following expressions have the following meanings:

- i "Organisers" means Genertec International Advertising & Exhibition Co., Ltd. or its lawful assigns.
- ii "Exhibition" means the event detailed on the Exhibition Contract Exhibitor Application Form.
- iii "Exhibitor" means any person firm or company who has made application for and who has been granted space in the Exhibition.
- iv "Exhibition Contract Exhibitor Application Form" means these Terms and Conditions read in conjunction with the application for booth space at the Exhibition overleaf.
- "Organisers' Exhibition Information Pack" means the exhibitor manual for the Exhibition and related information documents issued to the Exhibitor.
- vi The "Relevant Legislation and Regulations" mean (a) all relevant law and regulations for securing the health, safety and welfare of those attending the Exhibition which are currently in force in China; (b) the Rules and Regulations concerning the use and occupation of the exhibition site known as China International Exhibition Centre from time to time in force.
- vii The headings to the paragraphs are for convenience only and have no legal effect.
- **2. THESE TERMS AND CONDITIONS** shall be governed by and construed in accordance with Chinese Law and shall be deemed to include all other terms and conditions or rules and regulations issued from time to time by the Organisers in relation to the Exhibition whether contained in the Organisers' Exhibition Information Pack sales literature or otherwise.

#### 3. DURATION OF EXHIBITION.

Details of Exhibition hours are given in the Organisers' Exhibition Information Pack. During these times booths must be manned by Exhibitors' staff.

#### 4. TIME OF CONTRACT

Subject to paragraph 12 below and to the following provisions of this paragraph IV, application for space must be made on the Organiser's Official Exhibition Contract Exhibitor Application Form and must contain information on exhibits to be displayed. The contract for space shall be deemed to be made when the Exhibitor Application Contract has been received by the Organisers duly completed and signed by the Exhibitor and has thereafter been accepted by the Organisers. The Organisers may at their sole discretion accept applications by purchase order, in writing, by telex or facsimile or accept a deposit payment in lieu of written application and on the understanding that these Terms and Conditions shall apply.

#### **5. SIGNATORIES.**

The person or persons signing the Exhibition Contract Exhibitor Application Form on behalf of the Exhibitor shall be deemed to have full authority to do so on behalf of the Exhibitor and the Exhibitor shall have no right to claim as against the Organisers that such person or persons did not have such authority.

#### 6. EXHIBITS

i Exhibitors shall guarantee that their exhibits are authentic and legal.





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- Should any legal disputes arise, including disputes over infringement of intellectual property rights, such disputes shall be handed over to the law enforcement department under the expo for resolution.
- It is strictly forbidden to display products that do not fall under any of the product categories for this expo. It is also forbidden for any peddlers or businessmen other than exhibitors to display or sell any products in the booths or the exhibition halls. Should such products be brought into the exhibition and be found to be displayed in a booth, the exhibitor shall be expelled from the expo, and no portion of the payment received by Party A shall be reimbursed.

#### 7. CANCELLATION OF SPACE

In the event that an Exhibitor either wishes to cancel his space booking or fails to meet any of the payment obligations(whether to the amounts or dates of payment) detailed on the Exhibition Contract Exhibitor Application Form then the Organisers reserve the right(but without being obliged to do so and without prejudice to any other right or remedy available to the Organisers) to apply the following cancellation charges and to reallocate such space:

#### **Cancellation occurring**

6 months prior to Exhibition 90 days prior to Exhibition Less than 90 days prior to Exhibition

#### **Cancellation charge**

20% of total contract price 50% of total contract price 100% of total contract price.

- If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to the Organisers by **Recorded Delivery Post** and any such notice shall be deemed duly served on the day (not being a Saturday or Sunday or public holiday) two days following the date of posting.
- iii Notwithstanding that the Organisers may resell or reallocate the cancelled booth space (or the space by which it is reduced pursuant to paragraph 8) after payment of the cancellation charges the Organisers shall be under no obligation to reimburse all or any part of such cancellation charges.

#### 8. REDUCTION OF SPACE

Where after the contract for space has been made an Exhibitor wishes to reduce the size of his space booking when written notice of such wish must be forwarded to and received by the Organisers by Recorded Delivery Post. The Organisers reserve the right to apply the scale of cancellation charges set out in paragraph 7(i) above to the total contract price according to the amount by which the original booth area is reduced. The Organisers may resell or reallocate the space in question. There shall be no obligation on the Organisers to accept notification of reduction.

#### 9. RELOCATION

For the avoidance of doubt any contract between the Organisers and the Exhibitor for exhibition booth space is only for an amount of such space and allocation of the Exhibitor's name to any particular part of the Exhibition floor plan or booth number will not constitute any agreement warranty or representation by the Organisers that the Exhibitor is entitled to exhibit at the Exhibition in such particular location and the Organisers reserve the right without being required to give notice to the Exhibitor to alter the layout of the Exhibition floor plan or position of any booth at any time.

#### **10. SPACE NOT OCCUPIED**

The exhibitor must occupy the space allotted to him by opening time on the first day of the Exhibition. Any Exhibitor failing to do so will be deemed to have cancelled his space booking. In This event the Terms and Conditions relating to Cancellation of Space set out in paragraph 7 above shall apply and the Organisers may resell or reallocate such space.

#### 11. INDEMNITY

The Exhibitor shall fully and effectually indemnify the Organisers and keep the Organisers indemnified against

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all costs claims demands actions proceedings and losses whatsoever made against or incurred by the Organisers as a result of the Exhibitor exhibiting or advertising any goods or services at the Exhibition.

#### 12. LICENSOR AND LICENSEE

Upon acceptance of the Exhibition Contract Exhibitor Application Form by the Organisers there shall be a contract between the Organisers and Exhibitor subject to these Terms and Conditions. The Organisers in their discretion may accept the Exhibitor's application for space orally (including by telephone), by telex facsimile or by forwarding to the Exhibitor written acceptance (which shall include a copy of the Exhibitor Application Form signed by or on behalf of Organisers and the Exhibitor). In case of non-payment of any sum due from the Exhibitor(whether formally demanded or not) or any other breach of non-observance by the Exhibitor or any of these Terms and Conditions, the Organisers shall have right to revoke the Exhibitor's licence and re-enter upon the allotted space to remove and exclude the Exhibitor and all persons therefrom without prejudice to the right to recover all sums payable by the Exhibitor hereunder and without prejudice to any other right or remedy available to the Organisers.

#### 13. PROMOTION AND PRESENTATIONS

- Whilst the Organisers shall use their reasonable endeavors to organize and promote the Exhibition in such manner as they consider appropriate, the Organisers reserve the right to amend or vary the manner of methods of such organization and promotion and therefore any statements made by or on behalf of the Organisers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organisers' promotion and organizing strategy and shall not amount to any representation or warranty.
- ii Any contract for space shall not be conditional on the presence or location of any other exhibitor at the same or any other exhibition and any reference to such conditionally shall not apply to any contract between the Organisers and the Exhibitor for exhibition booth space.

#### 14. EXHIBITION MANAGEMENT

- Admittance: Visitors are not allowed to enter the exhibition hall before 09:00am on November 29, 2007. Any visitor trying to gain entrance prior to this time will be sent away from the exhibition halls.
- ii Dismantlement: The Exhibitor's booths may be dismantled after 15:00pm on December 1, 2007. Before this time, the Exhibitor may not take away the exhibits from the exhibition hall for any reasons, nor may booths be unstaffed. The Exhibitor who fails to comply will be regarded as in breach of contract.
- Noise control: The Exhibition stipulates that the maximum volume of the sound emitted from the booth shall be controlled under 85 decibels. Every booth should control volume within the area of the booth to avoid disturbing neighboring booths. The Organisers shall cut the power supply of any exhibitor whose volume exceeds 85 decibels 3 times during the Exhibition, and will not be responsible for any loss or any cost occurred hereof.
- iv Safety and fireproofing: Measures must be taken by the Exhibitor to fireproof his booths, exhibits, materials and accessories, and to comply with fireproofing regulations and construction statutes. The Exhibitor must abide by the relevant fire prevention requirements. Storage or use of flammable, explosive, highly toxic articles, radioactive substances or pressurized containers is not allowed in the public areas or inside the booths. The person with the highest rank from the booth is responsible for fireproofing the booth.

#### 15. POSTPONEMENT OR ABANDONMENT.

The Exhibitor shall not have any claim against the Organisers in respect of any loss or damage whatsoever consequent upon the Exhibition failing (for whatsoever reason) to be held or the Exhibition venue being or becoming wholly or partially unavailable for the holding of the Exhibition for whatsoever reason. If by rearrangement or postment of the period of the Exhibition or by substitution of an alternative venue for the





Exhibition or by means of any other reasonable matter or thing the Exhibition can be held the contracts for space shall be binding upon all parties save that the same shall be deemed to be varied so as to allow for any necessary change in venue, dates or period of the Exhibition, stand size, location or otherwise.

#### 16. INSURANCE AND EXCLUSIONS

- The Exhibitor must effect at his own cost full indemnity insurance against public liability and all other usual risks in respect of loss, damage or injury to goods and persons and in particular against theft. Where an event occurs which is covered by such insurance for which the Exhibitor wishes to be compensated then he must claim under such insurance in priority to making any permitted claim against the Organisers.
- ii Any liability of the Organisers to the Exhibitor in any way arising out this contract:
  - a) Shall be limited to direct losses or damage only and shall not extend to loss of profit or any indirect or consequential loss or damage howsoever arising; and
  - b) Shall not exceed an amount equal to the total contract price.

#### 17. ERECTION OF STANDS

All stand erection must comply with all Relevant Legislation and Regulations as defined in paragraph 1 above and by entering into an agreement to attend the Exhibition the Exhibitor warrants to the Organisers that the Exhibitor will ensure that the Exhibitor's booths at all times comply with the Relevant Legislation and Regulations.

#### 18. EXCLUSION OF PERSONNEL

The Organisers reserve the right in their absolute discretion to exclude or remove from the Exhibition any person whose presence (in the option of the Organisers) is or is likely to be undesirable and the Organisers may exercise such rights notwithstanding that any person is the employee or agent of the Exhibitor or is otherwise in any way connected or associated with the Exhibitor.