

《条款与条件》

TERMS & CONDITIONS

1. 定义 DEFINITIONS

本《条款与条件》中，下列术语的含义均见下文规定，除非上下文另有要求：

In these Terms and Conditions the following expressions shall, unless the context otherwise requires, have the following meanings:

附加规定，指场馆方针对展厅内的展览而发布的规章制度。

Additional Regulations means the regulations issued by the Venue Owner in relation to exhibitions mounted at the Venue.

《参展合同》，指主办方按照本《条款与条件》第四条的规定接受参展方展位申请的有约束力的合同（以下简称“合同”）。

Contract to Exhibit means the binding contract relating to the acceptance by the Organiser of the application for Space by the Exhibitor in accordance with clause 4 below (here in after refer to as “Contract”)

撤展期，指参展商应从场馆内撤走所有展品与展台的时间。

Breakdown Period means the period for removal of all Exhibits and Stands from the Venue.

协议，指参展方与主办方之间就参展方在所述展览过程中占用展位而签署的《参展合同》、本《条款与条件》以及附加规定。

Agreement means the agreement between the Exhibitor and the Organiser for the Exhibitor to occupy space at the Exhibition contained in the Contract, these Terms and Conditions and the Additional Regulations.

展览，指于2025年6月4日至6月7日在上海世博展览馆（地址：上海市浦东新区国展路1099号）举办的设计上海，包括与其有关的分区展览。

Exhibition means Design Shanghai (4th -7th June, 2025 at Shanghai World Expo exhibition & convention center No.1099 GuoZhan Road) including any sectional exhibition associated with it.

参展方，指按照《参展合同》的约定，经主办方确认获得分配光地展位或展台展位的单位、组织或个人。

Exhibitor means any person to whom space at the Exhibition shall have been allotted under the Contract and shall include companies, institutions and individuals, which are confirmed by the Organiser.

展品，指参展方事先向主办方进行充分描述且经主办方依本《条款与条件》第十一条允许其进行展览的物品。

Exhibit means any articles fully described by the Exhibitor and permitted by the Organiser to be exhibited.

场馆方，指展厅所有人及其代理人、雇员与工作人员。

Venue Owner means the proprietor of the Halls, together with its agents, employees and workmen.

展厅，指在其中进行展览的展厅。

Venue means the Exhibition venues in which the Exhibition shall take place.

搭建期，指允许参展方进入展厅，在所分配的展位安装、架设所有展品与展台的时间。

Build Up Period means the period exhibitors have permission to get access to halls for installation of all exhibits and stands in allocated space.

主办方，指[柯莱睿（上海）会展有限公司]和/或受其委派主办展览的其它公司及其代理人、服务人员与工作人员。

Organiser means Clarion Events Shanghai Limited and/or others appointed by them to organise the Exhibition together with their agents, servants and workmen.

光地展位，指主办方分配给参展方的展览区域。该区域不包括任何布置、既有展台或任何设施设备配置。

Space Only stand means the area allocated to the Exhibitor by the Organiser. This area doesn't include any installation, existing stands and facilities.

标准展位，指展位含中由主办方负责搭建的部分，该部分应符合相关宣传册所规定的型式规格。

Shell Schemestand means that part of the stand to be constructed by the Organiser and conforming with the

specifications for its type specified in the appropriate brochure.

光地展位与标准展位 Space only stand and Shell Scheme stand

主办方为参展方提供光地展位与标准展位两种展位选择。展位的选择与分配由参展方在提交《参展合同》时申请，并经主办方书面确认。展位的选择一经主办方书面确认，除非获得主办方书面同意，不得更改。

Organiser provides two options for exhibitors: Space Only stand and Shell Scheme stand. Exhibitors should choose specific type of stand when submitting Contract to Exhibit

and get approval from Organiser Stand selection cannot be changed once confirmed by the Organiser unless obtain approval in writing.

在满足主办方权利的原则下，参展方可获得许可，在参展期间进入相关展位并占用展位展示展品以及属于展览范围的其它物品与材料。不论是光地展位或标准展位，参展方均应在搭建期内完成展品、物品、材料以及展台安装，在撤展期内拆除展品、物品、材料以及展台，并遵守以下相关展位使用规定：

Under the principle of satisfying Organiser's rights, exhibitors are entitled to get access into allocated stand during period and usage of stand space and other facilities and materials within range of Exhibition. Both Space Only and Shell Scheme exhibitors should complete installation, setting up and construction of stand within

Build Up Period; and dismantle and remove exhibits, materials and stands within Break down Period. Exhibitors should comply with the following provisions:

光地展位 Space Only Stand

尽管参展方可以根据布展规划，对光地展位进行布置使用，参展方不得变动或修改展馆的布局、建筑结构和基础设施，或对其他影响上述事项的任何部分进行变动或修改。在场地使用期限内，若参展方需对展馆内的柱子、墙面或廊道等建筑物上进行装修、设计，必须事先书面向主办方申请并经主办方书面许可同意。

Exhibitors are not allowed to change or alter the layout of halls, architectural structure and fundamental facilities, or any other relative parts. Every decoration and design towards pillars, walls, or isles should be submitted to Organiser for approval in writing during period.

参展方在所分配的光地展位内进行搭建、安装、拆卸、运输及善后工作及费用由参展方自行承担。参展方进行上述活动时不得影响其他参展商。

All costs occurred during Build Up, installation, Break down and logistics should be borne by Exhibitors. Exhibitors must not affect other Exhibitors during above activities.

如果参展方被分配到的光地展位背靠其他参展商，参展方应当搭建隔离墙体并自行承担相关的费用。

Exhibitors must build a partition wall if adjacent to other exhibitors with shared walls.

标准展位 Shell Scheme Stand

申请并获分配展台展位的参展方不得变动或修改既有场地布置及设施设备配置。

Exhibitors must not change or alter the display or facilities on allocated space.

主办方与场馆方可随时进出光地展位或标准展位。

Organiser is entitled to get access to Space Only stand or Shell Scheme stand whenever necessary.

2. 参展期与时间表 DURATION OF EXHIBITION AND TIMETABLE

参展方应依据以下规定在场地使用日期内进入展厅： Exhibitors should get access into venues on following schedule:

开放时间：见参展商手册。Opening Hours: please refer to the Exhibitor Manual.

搭建期：（请注意：参展方应在参展商手册规定的期限内提交参展商的展位安装方案并获得主办方审批通过。如果主办方未能在参展商手册规定的期限内收到、审批方案，则不得架设光地展台）；

以及

The Build Up Period (Please note – Space Only Stands cannot be constructed unless plans have been submitted and approved by the Organiser within the timetable set in the Exhibitor Manual); and

撤展期：参展方如需延长撤馆时间，应于2025年6月7日中午12:00之前以书面形式向主办方申请。经主办方同意后，方可延长撤馆时间。

Breakdown Period: -Exhibitor should submit written application to the Organiser by 12.00 in noon on 7th June, 2025 and obtain the consent from the Organiser if extra hours required for dismantle.

3. 《参展合同》 CONTRACT TO EXHIBIT

参商方必须采用主办方的《参展合同》申请展位，该《参展合同》可由主办方随时提供。主办方自行决定是否接受其它方式的申请。在任何情况下，本《条款与条件》均适用于展位申请。《参展合同》经主办方签字盖章方可对双方具有约束力。主办方保留接受或拒绝潜在参展方展位申请的权利，无论该申请是否采用主办方标准申请表提出，也无论参展方是否已经全额或部分支付展位款项。

Applications for stands must be made on the Organiser's official Space application form which is provided by the Organiser from time to time. The Organiser may at its sole discretion accept applications by other means. In any event, these Terms and Conditions shall apply to all applications for stands. The Contract is only valid and binding to both parties with both stamp and signature from authorised signatory. The Organiser reserves the right to accept or reject any application for stand from any potential Exhibitor, whether or not the application has been made on the Organiser's standard form and whether or not all or part of the payment for the stand has been made.

主办方并非必须接受潜在参展方的展览展位申请，即使主办方业已接受该参展方进行其他展览的展位申请并不能视为参展方有权自动参与后续展览。

The Organiser is not bound to accept an application for stand from a potential Exhibitor for the Exhibition even if it has accepted an application for space from that Exhibitor for an other exhibition. There is no automatic right for an Exhibitor to participate in any subsequent exhibition.

若参展方为单位或其他组织，《参展合同》应当加盖该单位或组织的公章并经有授权的签字人签字方可视为正式向主办方申请展位（如参展方为中国境外主体并且不适

用公章的，则需经有授权的签字人签字）。《参展合同》一经主办方签字盖章，便对双方具有约束力。除非本《条款与条件》另有约定，未经另一方书面同意，任何一方不得擅自更改《参展合同》的内容。

Application of stand will only be considered with both official company stamp and signature from authorized signatory on the Contract to Exhibit (if the Exhibitor is not a PRC entity and the official company stamp does not apply, the Contract to Exhibit shall be signed by its authorized signatory). The contract is binding to both parties once Organiser signed and stamped. Unless otherwise agreed in these Terms and Conditions, either party is not entitled to amend content on contract without written agreement from the other party.

4. 付款 PAYMENT

参展方应按照《参展合同》所述付款安排向主办方付款。付款到期日之前，如果主办方未能收到参展方支付的相关款项，则主办方保留拒绝参展方占用相关展位的权利。若由于参展方延迟支付相关款项导致主办方拒绝参展方占有相关展位的，已支付的款项不予退还。参展方应自行承担其自身因该等延迟付款所导致的任何损失，并应当赔偿主办方因该等延迟付款所导致的任何损失

(若有)。除非另有说明，所有金额均已含增值税，参展方无需再向主办方支付增值税（若适用）。

The Exhibitor shall pay the Organiser in accordance with the payment details set out in the Contract to Exhibit. The Organiser reserves the right to refuse to let the Exhibitor occupy the stand if the Organiser has not received leared fund so fall payments due from the Exhibitor before the due dates. Received payment will not be refunded if the Exhibitor delays payment, which cause the Organiser refuse the Exhibitor to occupy stand. Exhibitors should bear all costs due to delayed payment due to own reasons, and also compensate the Organiser's losses which occurred by such delayed payment. Unless otherwise stated, all sums stated are Inclusive of VAT, which(if applicable)the Exhibitor no need to pay any other VAT.

考虑到参展商根据第4条的规定与主办方签订了《参展合同》，若主办方尚未收到参展方对主办方的到期应付款项的，参展商同意将参展方（或其代理人）的展品、器材、机械、工具或其它货物按照主办方的指令存放，直到主办方收到参展商应支付给主办方的所有款项。

In consideration of the Exhibitor entering into the Contract to Exhibit with the Organiser in accordance with the provisions of section4, the Exhibitor agrees to hold all its(or its agents)Exhibits, fittings, machinery, tools or other goods to the order of the Organiser pending receipt by the Organiser of all sums due and owing to the Organiser by the Exhibitor.

若参展方选择通过信用卡向主办方支付，则支付款项中应增加3%管理费（含增值税），该管理费应由参展方另行支付。

If the Exhibitor pays the Organiser by credit card, an administration charge of 3%(inclusive of VAT)shall be added to the payment, which the Exhibitor shall pay in addition.

参展方不可因其对主办方的索赔、反索赔或抵销而扣减款项之全部或部分的款项。

The Exhibitor shall not with hold any payment in whole or in part on the ground that it has a claim, counterclaim or set-off against the Organiser.

5. 参展方撤销/取消 EXHIBITOR WITHDRAWAL/CANCELLATION

主办方收到并签署确认参展方递交的《参展合同》之后，参展方即须接受所获分配的光地展位或标准展位，展厅向观展者开放期间，参展方可随时利用该展位，同时，参展方需要支付与所分配的展位相应的展台/展览指南/互联网广告等费用，遵守参展商手册及附加规定中其他针对参展方的义务。参展方可以在主办方确认《参展合同》之前取消或撤销展位申请，但是该等申请必须通

过挂号信发出本款所述书面通知方可生效。《参展合同》经主办方确认并由主办方分配展位后，参展方不得撤销展位申请。若参展方需要取消已获分配的展位，应当按照下列的时间和比例向主办方支付相关费用：

Once the Organiser receives the completed Contract to Exhibit with signature and stamp, the Exhibitor shall be bound to take the stand allocated, to occupy it at all times when the Exhibition Venue is open to visitors and to pay all the charges in respect of the stand/Show Guide/Internet advertisement and otherwise comply with all the Exhibitor's obligations. Cancellation or withdrawal by the Exhibitor is only permitted if effected by notice, inwriting, by registered mail, and asset out in this paragraph Exhibitors are not entitled to cancel the stand once Organiser confirms the contract and allocated stand. Exhibitors should pay to the Organiser with following arrangements if need to cancel the stand:

a) 如果取消发生在展览首日之前的12个月以上，则收取10%的参展合同金额（取消费）

If the cancellation occurs more than 12 months prior to the first day of the Exhibition: 10% of the Charges (Cancellation Charge)

b) 如果取消发生在展览首日前9个月至12个月内，则收取50%的参展合同金额（取消费）

If the cancellation occurs more than 9 months and less than 12 months prior to the first day of the Exhibition: 50% of the Charges (Cancellation Charge)

c) 如果取消发生在展览首日前9个月内，则收取100%的参展合同金额（取消费）

If the cancellation occurs less than 9 months prior to the first day of the Exhibition: 100% of the Charges (Cancellation Charge)

为避免异议，即使参展方没有取消展位，但是其在展位竣工截止日期尚未完成光地展位或展台展位的布置从而导致参展方未能实际占用其展位，参展方仍需支付《参展合同》约定总计费用的100%；而且除非主办方后续与参展方达成了其他约定，若主办方可以向其他参展商重新分配或处理该展位，由于该展位未被占用而致使主办方需要寻找替代参展商以及对展览布置做出必要改动或进行替代性安排，一经主办方要求，参展方应立即向主办方支付后者在上述过程中合理产生的成本、费用与其它款项。

If the Exhibitor's stand is not completed by the deadline for stand completion or the Exhibitor fails to occupy its stand, 100% of the charges shall remain payable by the Exhibitor, and unless the Organiser is subsequently able to re-allocate or dispose of such stand to another Exhibitor, all costs, expenses and other amounts reasonably incurred by the Organiser in seeking to find an alternative Exhibitor and carrying out any modifications necessary to the layout and making alternative arrangements for the Exhibition as a result of the said stand being unoccupied, shall be immediately payable by the Exhibitor to the Organiser on demand.

经参展方要求，若参展方与主办方约定减少所承包的展位的金额或大小，则参展方后续取消的费用，应比照主办方与参展方在原始《参展合同》中所约定的总计费用计算参展方应付的取消费，而且该取消费应计入主办方的所有成本及损失。

In the event that the Exhibitor and the Organiser agree, at the Exhibitor's request to reduce the value/size of the stand contracted for, then in the event of any subsequent cancellation or withdrawal by the Exhibitor (how so ever occurring) the cancellation fee payable by the Exhibitor shall be calculated by reference to the charges in the original Contract to Exhibit agreed by the Organiser and Exhibit or and will reflect all costs.

6. 展位减小 REDUCTION OF SPACE

主办方接受参展方展位申请后，若参展方要求减小预订展位大小，则参展方必须通过挂号信将该要求寄送至主办方。主办方保留按照原始展位面积减少量，将上述第六条所载取消费比例应用至总成本之中的权利。主办方可以转售或重新分配该展位，但是主办方无义务报销因展位减小而产生的全部或部分费用。为避免异议，主办方无义务接受参展方关于展位减小的要求。

Where an Exhibitor requests the reduction in the size of its stand booking after acceptance by the Organiser of the Exhibitor's application for stand, then the Exhibitor must forward such request to the Organiser by recorded delivery post. The Organiser reserves the right to apply the scale of cancellation charges set out in clause 6 above to the total cost according to the amount by which the original stand area is reduced. The Organiser may re-sell or re-allocate the stand in question, but the Organiser shall be under no obligation to reimburse all or any part of the charge for reduction in space. There shall be no obligation on the Organiser to accept the request for reduction of space by the Exhibitor.

7. 海外参展方义务 OBLIGATIONS OF THE OVERSEAS EXHIBITOR

海外参展方应：The Exhibitor shall:

- (a) 确保参展方在华期间相关人员的签证的有效性。

Ensure a valid Visa is in place for the duration of the Exhibitor's time in China.

- (b) 向主办方申请相关信函，以便申请签证。

make a request to the Organiser for a letter to support the Visa application.

- (c) 确保参展方相关人员在华期间的护照有效性。

ensure a valid passport is in place for the duration of the Exhibitor's time in China.

- (d) 确保参展方已购买在华期间的适当的旅游保险并保证该等保险的有效性。

ensure valid travel insurance is in place for the duration of the Exhibitor's time in China.

- (e) 制定相关知识产权文件，做好产品的知识产权保护工作。

be responsible for safeguarding their products with appropriate intellectual property rights documents.

参展商在华期间，如果由于文件有误或其他情形而造成版权或专利侵权或退款，则主办方概不承担。

The Organiser cannot accept liability for copyright and patent infringement or refund costs due to the Exhibitor not having the correct documents or other circumstance for the entire stay in China.

上述所指的在华期间应该包括展台搭建期、展览期与撤展期。

Duration in China should include Build Up, Exhibition and Breakdown Periods.

8. 参展方一般义务 GENERAL OBLIGATIONS OF THE EXHIBITOR

一) 参展方应当 The Exhibitor shall:

- (a) 不得开展、促成、允许或被开展主办方认为构成妨害或可能侵犯或违反主办方、或场馆方、或其委派的膳食承包商所持有的许可的事宜，而且（不限于）参展方应确保展位的音量不会超过主办方认为会影响其它参展商或会违反法律、法规或其它规章制度的声级；

not do, cause, permit or suffer to be done anything which shall in the opinion of the Organiser constitute a nuisance or which may be an infringement of or contravene any license held by the Organiser, or the Venue Owner, or its appointed catering contractor and (without limitation) the Exhibitor shall ensure that sound levels emitted from the stand shall not exceed those levels which in the opinion of the Organiser would cause disturbance to other Exhibitors or which would breach any laws, by-laws or any other rule or regulation;

- (b) 不得开展、促成、许可或被开展可能引起展厅或主办方、场馆方或其它参展商或人员或财产或观展者损伤的事宜；

Not do, cause, permit or suffer to be done anything which may occasion damage, disfigurement or injury of any kind to the Venues or to the person or property of the Organiser, Venue Owner or any other Exhibitor or any visitor;

- (c) 参展方开展业务，分发宣传材料的范围仅限制于所分配的展位。参展方不得将买家从展厅带离；

Conduct business and distribute literature only from the allocated stand and no other part of the Venues and not take away buyers from the Venues to other business premises;

- (d) 未经主办方事先书面许可，不得在展台上摆放或销售带有设计上海标识或其变体、或设计上海字样的、或带有赞助商名称或其它明示或暗示与展览有关联的字样的货物；

Not bring on to their stands or offer for sale any goods which bear the logo, adaptation there of or the words Design Shanghai or bear the name of sponsors or any other words which expressor imply an association with the Exhibition unless prior written permission is granted by the Organiser;

- (e) 经主办方要求，提供展品可持续性发展报告，由参展方在展览期间出示。

provide at the Organiser's request a Sustainability Statement in relation to Exhibits that will be shown by the Exhibitor at the Exhibition.

- (f) 保持所使用或分配的场地和公共区域的清洁和畅通。不得在展厅吸烟；易燃、易爆和腐蚀性强的物品严禁带入展厅。参展方在搭建展台和布置物时必须使用防火材料，或经过环保、阻燃处理的材料。所有展品和展示材料的主要油漆涂料工作不允许在展馆内进行。展厅内只允许对展品、展示材料进行修补性的油漆涂料工作。外来餐饮不得擅自带入展厅。

Keep cleanness and unobstructed on allocated space and public areas. It is not permitted to smoke in the Venues. Any flammable, explosive or corrosive substances are not allowed to be brought to halls. Exhibitors should use inflammable materials. Painting work is not allowed in halls. Food and drink from outside are not allowed to be brought to halls.

- (g) 妥善负责并保管自己的财产。

Exhibitors should be responsible for their own properties.

- (h) 未经主办方同意，不得在展馆内进行广告发布。

It is not permitted to distribute advertisements on the hall.

- (i) 配合并协助主办方安保工作人员的所有与安保相关的安排。

Exhibitor should assist the security arrangements with Organisers.

- (j) 未经主办方书面同意，不得为推动其展览使用场馆方的名称、商标和标识。

it is not permitted to use the name, logo or trademark of venue without written approval from Organiser.

二) 展览期间，参展方仅可展览主办方认为属于展览范围的物品，或者可以在展位上展示或提供的物品。不得展示除参展方之外其他人的货物、卡片、广告或相片。

Only items which are in the Organiser's opinion within the scope of the Exhibition may be exhibited at the Exhibition or otherwise be displayed or made available from the stand. Goods, cards, advertisements or photographs of persons who are not Exhibitors may not be displayed.

三) 主办方应委派官方承包商负责展览区域的电气工作，参展方应服从该等安排并直接与该承包商结算相关费用。

The Organiser shall appoint an official contractor for electrical work on all Exhibition Space. The Exhibitor shall be responsible for settling all accounts directly with such contractor.

四) 参展方应根据协议结合自身情况购买与其所承担的风险相适应的保险。

The Exhibitor shall insure with are put able insurance company for its liability under the Agreement.

五) 参展方应遵守知识产权相关法律法规，合法参展，不得侵犯他人知识产权（包括但不限于商标、专利、著作权及其他知识产权），并应对知识产权行政管理部门或司法部门的调查予以配合。

Exhibitors shall comply with the relevant laws and regulations of intellectual property rights, and shall not infringe on the intellectual property rights of others (including but not limited to trademarks, patents, copyrights and other intellectual property rights), and shall cooperate with the investigation of the administrative department of intellectual property or the judicial department.

9. 设计上海最佳实践条款 DESIGN SHANGHAI BEST PRACTICE CLAUSE

- (a) 防止设计被复制 Protection against design plagiarizing

展览期间所展示的产品全部是原创设计，是您所能购买到的最佳设计之一。

Any products shown at the exhibition will be original designs and will be among st the best you can buy

- (b) 设计价值 Design Values

• 所有产品设计与结构均体现出整体性。

All product design and construction will demonstrate integrity

- 所有产品外形美观或具有使用价值，抑或二者兼而有之。
- All products will be either beautiful or useful, and ideally both
- 所有产品均有创新，能够接受时间的检验。

All products should be innovative but designed to stand the test of time

- 所有产品均安排技术娴熟的工人，按照最高标准制造，体现出持久价值。

All products should be made by craftsmen to the highest standard, embodying lasting values.

- 所有产品展示均做到专业、恰如其分。

All products will be displayed on your stand in a professional and appropriate manner.

- 展台结构与设计与设计上海保持协调。

All stands will be constructed and designed in keeping with the Design Shanghai.

10. 主办方权力与决定权 POWERS AND DISCRETION OF THE ORGANISER

主办方有权 The Organiser is entitled to:

- (a) 采用精选流程，确保参展方与展品均适合展览，拒绝接纳无法满足该精选流程要求的参展方或展品；

Use a selection process to ensure that Exhibitors and Exhibits are appropriate for the Exhibition and refuse an Exhibitor or Exhibit if they do not meet the requirements of such selection process;

- (b) 在最适合参展方产品或服务领域的展览区域内，对参展方申请的展位区域或展馆进行调整，即使该展览区域并非是参展方所申请的展区；

Allocate to the Exhibitor as space in the appropriate section of the Exhibition which best matches the profile of the Exhibitor's products or services, even if this section is different from that requested by the Exhibitor;

- (c) 在参展方接管展位之前，可以更改分配给参展方的展位的面积，如果变更后的展位面积小于申请展位时指定的面积，则主办方根据减少的面积，按比例向参展方退款；

Change the size of the stand allocated to the Exhibitor at any time before the Exhibit or takes possession of the stand and if such changed area of such stand is smaller than the area specified in the application for space, the Organiser shall make a refund to the Exhibitor pro-rata to the amount to the area reduced;

- (d) 改动展览以及展位的位置或布局；

alter the position or layout of the Exhibition and any stands including the stand and space;

- (e) 对于主办方认为不适合或可能不适合的人，主办方可以拒绝接纳此人参展或令其退出参展，而且无论此人是参展方的服务人员、代理人还是与参展方存在任何关联的，主办方均可行使此权利；

refuse any person admission to the Exhibition or remove from the Exhibition any person whose presence in the opinion of the Organiser is or is likely to be undesirable and the Organiser may exercise such rights notwithstanding that any person is the servant or agent of the Exhibitor or otherwise in any way connected or associated with the Exhibitor;

- (f) 对于主办方存有异议或者参展方未能按照本《条款与条件》退场或不符合本《条款与条件》的器材或机械或其它物品，主办方有权要求其撤出展览，费用与风险均由参展方承担；

remove from the stand or the Venues at the risk and expense of the Exhibitor any Exhibit, fitting or machinery or other items to which the Organiser has an objection or which the Exhibit or fails to remove in accordance with or which do not comply with these Terms and Conditions;

- (g) 改动日期、开放时间、搭建日期与时间、休息日期与时间、以及展览总时间；

alter the dates, opening hours, dates and duration of the Build Up Period, dates and duration of Breakdown Period and the total duration of the Exhibition;

- (h) 随时变更或改动上述规定，或特殊情况下允许存在例外。

change or vary these regulations at any time, or permit exceptions in special circumstances.

- (i) 决定本次展览所有家具的租赁。

Decide the furniture renting for this exhibition.

11. 参展方赔偿损失与损害、以及补偿 EXHIBITORS' LIABILITY FOR LOSS AND DAMAGE AND INDEMNITY

参展方或其代理人、承包商或其它受邀人员带入展厅进行展览的展品、器材与其它物品，责任与风险均由参展方承担。该等展品、器材与物品发生损失或损害的，主办方概不承担。

All Exhibits, fittings and all other items brought into the Exhibition by the Exhibitor or the agents, contractors or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, fittings or items however caused.

因以下原因而导致主办方遭受损失、损害、承担成本、手续费与费用的（包括直接利润损失及间接利润损失），参展方向主办方做出赔偿，保证主办方获得赔偿：

The Exhibitor shall indemnify and keep indemnified the Organiser against all loss, damages, costs, charges and expenses (including contingent or consequential loss of profit)

whatsoever arising from or in consequence of:

(a) 参展方违反协议; 或

any breach by the Exhibitor of any of the terms and conditions of the Agreement; or

(b) 主办方因参展方或其代理人、分包商、受邀人员或雇员违约或过失而遭受损失; 或

Any loss suffered by the Organiser as a result of default or negligence of the Exhibitor or any of its agents, sub-contractors, invitees or employees; or

(c) 因参展方违约或过失或参展方违反协议而导致第三方(包括参展商雇员、承包商、代理人及受邀人员)提出责任或索赔; 或

Any liability to or claim by any third party (including the employees, contractors, agents and invitees of the Exhibitor) arising from the default or negligence of the Exhibitor or any breach by the Exhibitor of the Agreement. Or

(d) 参展方违反附加规定的; 或

against supplementary rules, or

(e) 参展方违反参展商手册的

against Exhibitor Manual

架设、使用、拆除展台的参展方或其承包商、分包商、服务人员、代理人或受邀人员、或展台观展者直接或间接在或从展台上开展任何事宜的、或属于上述人员或由其引入的展品或机械或其它物品在或从展台上开展任何事宜的, 若出现与之有关的伤害、损失或损害, 则参展方应负责承担、赔偿并确保主办方受偿。

The Exhibitor is responsible for and will indemnify and keep indemnified the Organiser against all injury loss or damage arising in connection with the erection, use and dismantling of the stand and anything done on or from the stand caused directly or indirectly by the Exhibitor or any contractor, sub-contractor, servant, agent or invitee of the Exhibitor or visitor to the stand or by any exhibitor machinery or other item belonging to or introduced by any such person.

12. 主办方责任范围 LIMITATION OF ORGANISER'S LIABILITY

(a) 主办方不会对展览的地点、是否存在或不存在任何其他参展商或潜在参展商做出一般或特殊的保证。主办方应本着诚实信用原则, 参展方的姓名可能会出现在平面图或展位编号或主办方编制或代表主办方编制的注明参展商业已临时或另行预订参展的声明中, 但是, 该等情形不会构成主办方对参展方参展的保证或承诺。主办方无须对其它参展商缺席参展承担任何责任。

The Organiser does not make any warranty as to the Exhibition in general, and in particular in relation to the presence or absence or location of any other Exhibitor or potential Exhibitor. Whilst the Organiser shall act in good faith, the name of any Exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any Exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute a warranty, representation or undertaking by the Organiser that any such Exhibitor shall attend the Exhibition. The Organiser shall not be liable for the absence of other Exhibitors from attending the Exhibition.

(b) 对于参展方或其员工、代理人、承包商或其它受邀人员死亡或遭受人身伤害, 主办方与场馆方概不承担, 除非该等死亡或受伤系因主办方或场馆方过失或主观故意造成。协议并未排除或限制参展方、主办方或场馆方或各自服务人员、代理人或员工过失致死或人身受伤的责任。

The Organiser and the Venue Owner shall not be responsible for death or personal injury to the Exhibitor or employees, agents, contractors or other invitees of the Exhibitor save as a result of the Organiser or the Venue Owner's negligence. Nothing in the Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of the Exhibitor, the Organiser or the Venue Owner or their servants, agents or employees.

(c) 在不损害第13(b)条的原则下, 参展商因以下原因(包括但不限于)而遭受损失或损害: 违约、侵权(包括过失)、虚假陈述或违反法定义务, 导致参展商提出索赔的, 主办方与场馆方对该等索赔的综合责任应以下列金额中的较高者为准(a)贰拾伍万人民币(人民币250,000元), 以及(b)参展方按照协议规定支付给主办方的相关参展款项。

Without prejudice to clause 13(b), the combined liability of the Organiser and the Venue Owner for a claim made by the Exhibitor in respect of loss or damage suffered by the Exhibitor however that liability arises including (without limitation) breach of contract, tort (including negligence), misrepresentation or breach of statutory duty shall not exceed the higher of (a) two-hundred-fifty thousand CNY (RMB250,000), and (b) the amount of all sums paid by the Exhibitor to the Organiser under the Agreement in relation to the Exhibition.

(d) 在任何情况下, 主办方与场馆方均无需赔偿:

The Organiser and the Venue Owner shall not in any event be liable for any:

(i) 间接或结果性损失、损害、成本或费用; indirect or consequential losses, damage, costs or expenses;

(ii) 利润损失; loss of profit;

(iii) 收入损失; 或 loss of revenue; or

(iv) 商誉损失。loss of good will.

(f) 展览结束后或者对于连续展览, 第一个产生索赔的展览之后逾二(2)年参展商提出索赔的, 主办方与场馆方概不承担。

The Organiser and the Venue Owner shall not be liable for any claim made by the Exhibitor more than two (2) years after the Exhibition or, in the case of a series of events, the first such event which gives rise to such claim.

除非协议另有规定，主办方应排除协议未明确规定的相关展览服务条款、条件、陈述

(虚假或疏忽陈述除外)与保证，无论是法规规定的还是通过法律运用或其它方式规定的包括但不限于对特定目的具有令人满意的质量和适用性的暗示保证。

Except as set out in the Agreement, the Organiser excludes all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to services provided in respect of the Exhibition, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.

(f) 本第十三条中，排除或限制责任的条款均应单独解释、应用和存续，即使该等条款因任何原因而被确定为在任何情况下均无法适用或无法强制执行，该等条款仍继续保持效力，无论协议是否期满或终止。

Each provision of this clause 13 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of the provisions is held in applicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of the Agreement.

13. 保险 INSURANCE

与参展方位搭建、拆除有关的、与展览期间或搭建、拆除期间在或从展位上许可、疏忽或开展的任何事宜有关的索赔（无论是因人身伤害还是财产或其它损害而产生）、直接或间接因参展方作为、不作为或过失、或因参展商拥有、使用或控制的展品、物品或事宜而产生的索赔，参展方应自行承担。若主办方因等索赔遭受任何损失，参展方应对主办方进行赔偿。

Exhibitor is responsible for and shall indemnify the Organiser in respect of all claims (whether arising from personal injury or damage to property or otherwise), arising in connection with the erection and dismantling of the Exhibitor's stand and anything permitted, omitted or done there on or there from during the period of the Exhibition or during the construction and dismantling periods arising directly or indirectly by the act, omission or neglect of the Exhibitor or from any exhibit, article or thing in the possession or use of or under the control of the Exhibitor.

a) 参展方应自行承担全部失窃风险和责任，并承担产品责任。

Exhibitor exhibits entirely at its own risk and responsibility to theft and be covered for product liability.

b) 主办方将采取其认为合适的预防措施，确保展览正常进行，但是在任何情况下，主办方均无须对展台、展品、材料或参展商或其他人的其它财产的损失、损害或安全承担任何责任。

The Organiser will take such precautions as it may consider appropriate for the proper running of the Exhibition, but will not at any time be responsible for the loss of, or damage to, or safety of any stand, Exhibit, materials or other property of any Exhibitor or any other person under any circumstances.

我们建议您考虑办理以下方面的保险：We would also recommend that you consider taking additional insurance in respect of the following:

一. 展览费用--因参保人无法控制的原因而取消、废弃、推迟、缩短时间、延迟撤离或未抵达，参保人因此而直接发生的与展览有关的费用损失

Exhibition Expenses-loss of expenses directly incurred by the Insured in connection with the exhibition as a result of cancellation, abandonment, postponement, curtailment, failure to, vacate, late or non-arrival of exhibits arising from a cause beyond the control of the Insured.

二. 展览责任--参保人因任何人（不包括参保人雇员）遭受人身伤害、疾病或重大财产损失或损害而支付赔偿金与索赔人的支出和费用的法律责任。

Exhibition Liability-The legal liability of the insured to pay compensation and claimant's costs and expenses arising out of bodily injury disease or illness sustained by any person (other than an employee of the insured) or loss of or damage to material property.

三. 展览财产--搭建、场馆直接往来运送期间，场馆内财产发生的损失或损害。

Exhibition Property-Loss of or damage to property whilst at the Venue, during building up and whilst in direct transit to and from the Venue protected against loss or damage.

参展方应评估各自财产的价值与参展成本，确保保险金额足以保护参展方。

The Exhibitor should assess the value of their property and the costs of exhibiting and ensure that sufficient cover is in place to protect the Exhibitor.

14. 主办方取消/因不可抗力而取消 CANCELLATION BY ORGANISER/FORCE MAJEURE

如果主办方自主决定展厅因主办方无法控制的原因而不适合或无法占用或无法或实际难以举办展览，该等原因包括（但不限于）火灾、洪水、暴风雨、政府干预、蓄意损毁、战争或恐怖主义行为或威胁、天灾、罢工、骚乱或其它原因，则主办方保留以下权利（但并非有义务）：

If at the absolute discretion of the Organiser, the Halls shall become unfit or unavailable for occupancy or it becomes impossible or impractical to hold the Exhibition for

reasons beyond the control of the Organiser including (without limitation) fire, flood, storm, government intervention, malicious damage, acts or threats of war or terrorism, acts of God, strikes, riots or any other cause the Organiser reserves the right (but shall not be obliged):

- (a) 变更展览位置和/或日期; to change the location and/or date of the Exhibition;
- (b) 缩短展览时间; to curtail the Exhibition;
- (c) 缩短安装期、开放时间或撤展期; 或 to reduce the Build Up Period, Opening Hours or Breakdown Period; or
- (d) 取消展览。to cancel the Exhibition.

在本条款第 a 条、第 b 条以及第 c 条所述情形下, 双方同意并确认, 主办方无须向参展商退款、支付附加费用、赔偿参展商所遭受的其它损失或损害。

In the circumstances specified in paragraphs a, b and c of this section, the parties agree and acknowledge that the Organiser shall not have any liability to the Exhibitor for refunds, additional expenses or charges or to make payment for any other loss or damage suffered by the Exhibitor.

若按照本条款第 d 条规定取消展览, 则参展商同意完全和解并放弃对主办方的索赔, 放弃的索赔范围为参展商按照比例接受参展商在展览时所支付的总款项与主办方所发生的相关展览成本之间的差额, 其中包括主办方全权决定而设立的用于应对未来展览索赔与费用的准备金。

If the Exhibition is cancelled in accordance with paragraph d of this section, the Exhibitor agrees to accept in complete settlement and discharge of all claims against the Organiser a pro-rata share of the total amount paid by all exhibitors at the Exhibition, less all costs and expenses incurred by the Organiser in connection with the Exhibition including a reserve, established at the sole discretion of the Organiser, for future claims and expenses in connection with the Exhibition.

若主办方因其它商业原因而取消展览, 其中包括 (但不限于) 展览缺乏支持, 则主办方应向参展方退回参展方已支付给主办方的费用, 而且参展方同意并确认, 对于该等取消展览事宜, 参展方对主办方不会提出其它索赔。

In the event that the Exhibition is cancelled by the Organiser for any other commercial reason including (without limitation) the lack of support for the Exhibition, the Organiser will refund to the Exhibitor all charges paid by the Exhibitor to the Organiser and the Exhibitor agrees and acknowledges that he will have no further claim what so ever against the Organiser in respect of such cancellation.

15. 附加规定与消防措施 ADDITIONAL REGULATIONS AND FIRE PRECAUTIONS

未经消防负责人员事先同意, 严禁使用明火与易燃品。

No naked flames or smouldering products are allowed without prior agreement of the fire officer.

参展方必须遵守影响或适用展览或展厅的当地法律规定与其它规定或要求, 尤其是消防相关规定。展台上的材料必须为不可燃或为阻燃材料。

The Exhibitor must comply with all statutory local and other regulations or requirements and by-laws which affect or apply to the Exhibition or the Venues and in particular any fire safety regulations. All materials used on the stand must be non-flammable.

参展方必须遵守附加规定与展台器材规定, 主办方会提供该等规定的复印件, 同时应遵守场馆方与当地政府部门不时作出的其它指示与规定。

The Exhibit or must comply with and observe additional regulations and stand fitting regulations, copies of which are available from the Organiser and all other instructions and regulations laid down by the Venue Owner and the local authorities from time to time.

16. 终止与撤销 TERMINATION AND WITHDRAWAL

在不损害其它权利的原则下, 凡出现以下情形的, 主办方均可在书面通知后终止本合同:

Without prejudice to any other rights, the Organiser may terminate the Contract by notice in writing:

(a) 参展方未能在《参展合同》所载的付款时间到期之日起十四天内向主办方支付全部或部分到期款项 (无论是否正式要求);

If the whole or any part of the amounts due from the Exhibitor to the Organiser as provided in the Contract to Exhibit are not paid within fourteen days of the due dates (whether formally demanded or not);

(b) 参展方未能遵守和履行协议的任何条款;

if the Exhibitor fails to observe and fulfil any of the terms of the Agreement;

(c) 参展方发生破产、清算或重组。

if the Exhibitor bankruptcy, liquidation or recombination

终止后, 参展方应向主办方支付协议项下在该等终止之前即到期的款项。

Upon termination, the Exhibitor shall remain liable to pay the Organiser the amounts due from it under the Contract prior to such termination.

17. 参展商手册 EXHIBITOR MANUAL

主办方应在开放日之前向参展方和其它参展商提供参展商手册, 参展商手册除包含其它内容外, 还应对展览方式与过程作出具体规定。参展方同意, 遵守参展商

手册所包含的相关规定。

The Organiser shall provide to the Exhibitor and all other exhibitors an Exhibitor Manual before the Opening Day which inter alia contains specific regulations with regard to their manner and conduct of the Exhibition. The Exhibitor agrees to abide by any relevant provisions contained in that Exhibitor Manual.

18. 转让与分包 ASSIGNMENT AND SUB-CONTRACTING

未经主办方事先书面同意，参展方不得将其展位转让、转租、分包或以任何形式给除参展方之外的任何第三方使用。

The Exhibitor shall not assign, sub-let, sub-contract or in any way let any third party other than the Exhibitor to use the stand without the prior written consent of the Organiser.

未经主办方事先书面同意，参展方不得转让、转租、让与或质押或意图转让、转租、让与或质押协议之全部或部分、或其在协议项下的权利、责任与义务。

The Exhibitor shall not assign, sub-let, transfer or charge or purport to assign, sub-let, transfer or charge in whole or in part the Exhibitors' stand or the Agreement or any of its rights, liabilities or obligations under the Agreement without the prior written consent of the Organiser.

主办方保留向其他人、事务所或公司转让其在协议项下全部或部分权利、责任或义务的权利。主办方应向参展方通知该等转让。

The Organiser reserves the right to assign its rights, liabilities or obligations under the Agreement either in whole or in part to any other person, firm or company. The Organiser shall give notice to the Exhibitor of any such assignment.

协议对主办方承继人与受让人以及参展方承继人和受让人（若主办方书面同意）均具有约束力，并以其为受益人。

The Agreement shall be binding upon and shall benefit the successors and assigns of the Organiser and (where the Organiser's written consent is given) the successors and assigns of the Exhibitor.

19. 双方关系 RELATIONSHIP OF THE PARTIES

协议不会在双方之间设立、亦不可视为设立任何合伙、合资、雇主与雇员或委托人与代理人关系。

Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

20. 可分割 SEVERANCE

若协议任何条款在任何方面已经或将要无效、违法或无法强制执行，则该条款不会影响协议其余条款的有效性、合法性与强制执行性，其余条款应仍然完全有效。

If at any time one or more provisions contained in the Agreement is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

21. 语言 LANGUAGE

协议以中英双语书写。若两种语言出现任何的不一致，以中文为准。

The Agreement is written in Chinese and English. In case of any inconsistency, the Chinese language prevails.

22. 适用法律 APPLICABLE LAW

《参展合同》及本《条款与条件》的订立、履行、终止及其解释适用中华人民共和国现行法律。因执行《参展合同》或本《条款与条件》或其他相关协议或附件而产生的争议，应提交场馆所在地的人民法院通过诉讼方式解决。

The validity, construction, performance, termination and explanation of the Contract and "Terms and Conditions" shall be governed by Chinese law and shall be subject to the exclusive jurisdiction of the People's Court located at the area of the Venue.