

# RULES AND REGULATIONS

## Organizer/Exhibitors/The Exhibition

- A) The term "Organizer" means the organizer(s) of the exhibition which is Organized Committee and in some cases together with Chinese, Vietnamese or other overseas organization(s).
- B) The term "Exhibitor" means any organization, company firm or person who exhibit at the exhibition and shall include any labour, staff and agents of any such organization, company firm and person.
- C) The term "The Exhibition" means the exhibition stated overleaf.
- D) The "Expo Committee" means the joint governing body of the exhibition including organizer, co-organizer, host, sponsors and supporters.

## Rules and Regulation:

Exhibitors shall be bound by the conditions, rules and regulations set forth in this agreement and any changes must be made in writing and signed by an authorized official of the Organizer, who shall have full power to interpret and to make or amend these rules, provided that such amendments and additions do not operate to diminish the rights reserved for the exhibitor under the contract/application, and shall not operate to increase liabilities of its host, sponsors, agents or employees. Exhibitor expressly acknowledges that no representations — whether oral or in writing — expressed or implied — have been made concerning the amount of business to be gained from the exhibition, its success or that the Expo Committee or any of its agents, employees or other entities allied with them have made any guarantees or assurances concerning the exhibition. Exhibitor further acknowledges that this document constitutes the entire agreement and the binding rules and regulations existing between the parties, and that he has been given no oral change or modification. No one is authorized to make any oral changes in this agreement.

## Registration & Withdrawal of Participation:

Registration shall be deemed complete when the Application Form is received. The execution of the application is deemed conclusive evidence of the Applicant's agreement to pay the fees due. Applications cannot be cancelled 45 days prior to the Exhibition. The Organizer, Host and Sponsors, and their employees or agents are not required to refund any of the fees agreed to on the Application Form.

## Rejection of Participation:

The Expo Committee, organizer, and host have the right to reject any participation within one month if the exhibitor is considered as late registrant, its business nature is not relevant to the expo topic, and any other conditions that the Organizer, Expo Committee and Host consider not appropriate for that particular exhibitor to participate. The Organizer will refund to that rejected exhibitor for the booth/space rental or attendee package fee received from them.

## Terms of Payment

All payment must be paid in 4 months before the exhibition opening.

## Reduction of Space:

For those exhibitors who reduce their original required space or change their requirement such as from constructed booth to indoor space, the Expo Committee will not refund to that exhibitor the payment difference, if any.

## Cancellation, Re-schedule, Re-location:

in case the Expo Committee finds it necessary to cancel the said Expo due to any unforeseen reasons, the Expo Committee and its agents or employees shall not be liable to exhibitors for any loss, damage or delay resulting from such a cancellation other than the full refund of booth rental paid.

There will be no refund in case of cancellation of the exhibition due to: - cancellation by the Chinese host and sponsors which is out of the control of the organizer.

- Act of God or Governmental interventions.

The Expo Committee and its agents or employees shall not be liable to exhibitor for loss, damage or delay resulting from acts of war, civil commotion, strikes, lock-out, Government intervention or regulations, import or export restriction, Government's military activity or Act of God or any other circumstances which shall make it impossible or inadvisable for the Expo Committee to hold the exhibition at the time and place provided. The Expo Committee reserves the right to reschedule the exhibition for a later date. The Expo Committee reserves the right to re-locate the exhibition. The exhibitor acknowledges that the Expo Committee has sustained the damages and losses as a result of the foregoing as well and shall and does hereby waive all claims for damages or compensation or refund. The sums paid to the organizer as fees or otherwise in connection with the exhibition shall remain the property of the Organizer.

## Refund of Payment to Withdrawn Exhibitors:

If an Exhibitor has to cancel his participation in the exhibition, he must notify the Organizer in writing and upon the approval of the Organizer, the payment for booth/space rental or attendee package and other related services will be refunded according to the following schedule:

- Over 120 days before expo opening : 100% refund
- 120 to 90 days before expo opening: 50% refund + 50% retention
- 90 to 45 days before expo opening : 100% retention
- within 45 days before expo opening no refund or retention

## Note:

"Retention" means that part of Exhibitor's payment which can be retained as

- future participation fee in the Organizer's other exhibition or
- advertising fee or
- translation and printing fee

If an Exhibitor cancels his participation within 45 days before expo opening, the payment will neither be refunded nor retained by the Organizer as everything has been fixed and all expenses have been occurred.

## Additional Fee for Late Payment:

Since the Organizer has to guarantee an Exhibitor's space with Chinese counterparts by means of payment, it is important to secure his confirmation before the Organizer's confirmation to the Chinese. For any late confirmation by means of late payment of booth/space/attendee package fee, additional fee will be charged according to the following schedule:

- 60 days-30 days before expo opening : 5%
- Within 30 days before expo opening: 10%

## Late Registrant:

Acceptance of late registration will be based on the availability of space and full payment must be made within two weeks after having got the approval of participation from the Organizer.

The Organizer reserves the right not to secure the space for late registrant who does not make payment within 2 weeks. For each week of delay of payment, a special handling fee of 1% of the participation fee will be charged to the late registrant.

## Booth Allocation

The Organizer shall allocate the space in accordance with the nature of exhibits or in the manner the Organizer deems fit. The Organizer reserves the right to change the space allocated to the Exhibitor at any time prior to the commencement of the build-up of the Exhibition should exceptional circumstances justify, and to alter the space to undertake other structural alterations as they deem fit. Such changes shall be at the discretion of the Organizer and the Exhibitor shall have no claim for compensation as a result of the changes.

## Admission:

No Exhibitor shall be permitted to exhibit unless he has fully paid prior to the exhibition of all the fees agreed to.

The Expo Committee also reserves the right to refuse any non-exhibitors, children and unrelated visitors, in the interest of benefit and safety of the Exhibitors.

## Attendance Hour/Badges:

Attendance hours shall be controlled solely by the Expo Committee who will specify hours, etc. The exhibition will be very exclusive. Only paid attendees, appointed persons of the exhibitors and specially invited guests will be allowed to receive the entry badges which are required to enter the Exhibition.

Admission shall be by ticket (for Chinese visitors) or badge (for Exhibitors), and identification badges shall not be transferrable.

## Invitation of Chinese Visitors:

All Chinese visitors must be officially invited by the Chinese host. All Chinese visitors will have to arrange and pay for their own transportation and lodging.

It is very important that no Chinese visitors will be invited to come to the Exhibition by foreign participants without official invitation (entrance ticket) from the Organizer and/or the Chinese Host. Those guests who are not officially invited will normally not be allowed to enter the Exhibition.

Attendance at seminars and conferences, as well as the presentation of a Chinese project briefing, must all be pre-arranged.

## Entrance Tickets for Chinese Visitors:

Normally, exhibitors can request for entrance ticket (which is a kind of the Chinese host's invitation) from the organizer. Each exhibitor may get one ticket for each square meter booth/space. However, the ticket issuing is subject to the final arrangement by the Chinese host. The Organizer will inform the Exhibitor at a later stage.

## Chinese Manpower

"Chinese Manpower" means hiring of local Chinese to assist in the Exhibition site. All such manpower will be provided by the Chinese host and hired through the Fair Manager upon request.

The official employee of an Exhibitor's representative office in China can work in the Exhibition, however, he must get prior approval from the Chinese host who may charge a handling fee.

## Seminar:

Seminars and conferences as well as the public presentation of briefings must all be prearranged.

## Selling of Exhibits/Business:

The Expo Committee would help the Exhibitors in selling their exhibits and arranging business meetings with potential buyers. However, the Expo Committee does not guarantee the success and the amount of business to be concluded.

## Transfer of Right:

Rights of an Exhibitor shall not be assignable to any other firm, person and no Exhibitor may transfer or share the whole or any part of the booth/space contracted for, without the written approval from the Organizer.

## Official Expo Directory:

The publisher of the directory, the Expo Committee, its agents or employees will not be responsible for any errors or omissions on copy prepared and submitted by the advertiser or Exhibitor.

## Company Listing:

The Organizer will allow an Company listing for each exhibitor. Each extra listing of an exhibiting company name costs US\$50.

## Fire, Building and Safety Regulations:

Exhibitors are expected to comply with any fire, building and all Government rules and regulations.

All aisles and fire exits shall not be blocked or obstructed. According to the fire regulation, 0.5 metre from the front edge of the booth will be free from partition.

## Electrical Fittings and Decoration Services:

For safety sake, all power lightings and other electrical fittings must be installed by the official contractor appointed by the Expo Committee at a reasonable charge.

## Booth Contractor:

An official contractor will be appointed. However, an Exhibitor has the right to use his own contractor as long as the booth drawing and set up must be sent to the Organizer for prior approval.

## Obstruction to Neighbouring Exhibits:

Exhibits shall not obstruct the view of adjoining exhibits nor be operated in any manner objectionable to other Exhibitors. All lighting within the exhibit must be arranged and operated so as not to be distracting to adjacent exhibits. Photographs, radios or other sound devices operated in a manner objectionable to the Expo Committee shall be prohibited.

## Unusual Promotion Manner:

Exhibitor shall not permit raffles, donations or other promotional measures that require members or guests to be present at a specified location and time, and all unusual promotional plans must be approved by the Expo Committee.

## Removal of Exhibits:

No exhibitor will be allowed to remove his exhibits from the exposition floor prior to the official termination of the Exhibition. An Exhibitor shall have an authorized representative present at the exposition throughout the whole period of Exhibition and during the installation and dismantling of his exhibit.

## Right of Possession:

During the term of this agreement and as long as the exhibit is on the exhibition site, the Organizer shall reserve the right to possession of all exhibits if there is any complaint from the Chinese authorities or any unsettled payment from the Exhibitor.

## Insurance, Losses and Liability:

The Expo Committee, its employee or agents, freight forwarder, booth contractor and travel agent are not responsible for any loss, theft or damage by fire or injury of any nature to any person or article. Reputable watchmen will be on duty day and night, but the Expo Committee, while taking all precautions against loss, will not guarantee against it and it is hereby expressly released from any liabilities for injury or damage therefrom.

The exhibitors are advised to cover those small displayed items by transparent cover or be chained. Loss of those articles may create a lot of problems, such as the Exhibitor might even have to pay duty for the lost items. From our understanding, Chinese are honest people. In past occasions, many international students and teenagers are found to have stolen items just for fun.

All Exhibitors shall hold responsibility to insure, indemnify and hold the Expo Committee, Organizer, sponsors, its employees or agents harmless in respect of all costs, claims, and any expenses incurred as a result of loss, or injury caused by the Exhibitors.

## Third Party Liability Insurance:

Exhibitors are required to obtain insurance for all third party risk, and to ensure that the Organizer is added as a named insured in such insurance protection.

## Arrangement of visa:

The Expo Committee will assist Exhibitor in obtaining (without guarantee) visa for entrance into the country where the Exhibition is to be held. However, if the Exhibitor is unsuccessful in obtaining visa from the necessary Government authorities, it will not constitute a basis for cancellation of this contract/application. The Exhibitor, however, may substitute another party or company who meets the entry and Government formalities necessary for entry into the country where the Exhibition is to be held. Such substitution shall be the sole responsibility of the Exhibitor.

## Delay of Shipment:

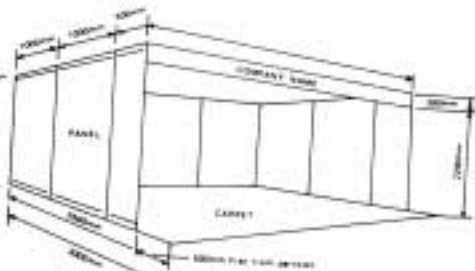
The Expo Committee, its agents or employees are not responsible for any loss, damage or delay incurred in freight shipments (transport, handling and cleaning), into and out of the country in which the Exhibition is held. Exhibitors are urged to adequately insure all shipments.

## Customs Clearance:

For uniform customs clearance, all freight must be handed over to the official freight forwarder when the exhibits entering the city of the Exhibition site. If any Exhibitor has to remove any exhibits from the Exhibition site, he must inform the official freight forwarder beforehand.

## Governed Agreement:

Exhibitor acknowledges that this document constitutes the entire agreement and the binding rules and regulations existing between the parties, and that no change or modification hereto has been made orally. No one is authorized to make any oral changes in this agreement. This agreement will be governed by and construed according to English law. Any disputes between the parties under this agreement hereby submit to the jurisdiction of the English courts.



According to the Chinese rules, for fire and cargo passages, all partitions must be 0.5m away from the front, e.g.

- booth with 3m depth, the partition should be only 2.5m
- booth with 5m depth, the partition should be only 4.5m

You are allowed to put furniture up to the front of the booth. However, we do not recommend you to put any heavy exhibits up at the front

## Furnished Constructed Booth will have:

| Booth Size (sq.m.) | 17 or less | 18 - 26 | 27 - 35 | $\frac{SIZE}{9} = N^*$ |
|--------------------|------------|---------|---------|------------------------|
| Spotlight          | 2          | 4       | 6       | 2 x N                  |
| Power Plug         | 1          | 2       | 3       | 1 x N                  |
| Information Desk   | 1          | 2       | 3       | 1 x N                  |
| Chair              | 2          | 4       | 6       | 2 x N                  |

\* All decimals of N not counted

e.g.  $\frac{50}{9} = 5.555 \Rightarrow N = 5$

This standard furniture is not exchangeable or refundable.

