



#### 四、甲方的权利和义务

- 1、甲方为乙方在参展期间的用水、用电、治安和消防提供基本的公共保障。
- 2、甲方对展区进行管理，包括展位的总体规划和控制、功能区域的划分、质量管理、服务管理、形象设计监督等。
- 3、甲方根据乙方提供的电子版本免费为乙方在会刊上刊登 200 字以内的黑白中文简介。
- 4、甲方免费为乙方联系住宿、展品运输、海关报批等事宜，相关费用由乙方自理。

#### IV. RIGHTS & OBLIGATIONS OF PARTY A

- (1) Party A is responsible for water, electric supply and for providing safeguard and fire-fighting services to Party B during the 14<sup>th</sup> IFFAIR.
- (2) Party A has the right to manage the floor plan and area function, and to check Party B's exhibit quality, service quality and image design, etc.
- (3) Party A helps post a brief introduction (no more than 200 words) provided by Party B in the *Show Guide Magazine* in black and white for free.
- (4) Party A helps Party B settle hotel reservation, exhibit transportation and customs clearance affairs, etc here in China. All the cost shall be on Party B's side.

#### 五、乙方的权利和义务

- 1、乙方保证合法的经营资格并根据甲方需要向甲方提供营业执照等相关有效证件，展会期间不得损害国家和他人利益。
- 2、乙方按照约定的有关事项参展，自觉遵守甲方制订的规章制度，服从甲方的监督管理。
- 3、乙方如租用光地，需自行承担展位搭建费、特装押金、设备租用费等相关费用。

#### V. RIGHTS & OBLIGATIONS OF PARTY B

- (1) Party B should provide its legal Enterprise Business License to Party A in advance and shall not harm the public interest during the 14<sup>th</sup> IFFAIR.
- (2) Party B shall obey relevant exhibition stipulations under supervision and management from Party A.
- (3) In case that Party B reserve Raw Spaces for exhibition, the cost for exhibition booth(s)' set-up, rent fees for equipment, and other relevant cost shall be on Party B's side.

#### 六、付款方式

- 1、参展面积小于 36 平方米的展商须于合同签订后五个工作日内一次性付清所有款项。
- 2、参展面积大于 36 平方米，小于 72 平方米的展商须于合同签订后五个工作日内预付总款项的 80% 作为定金，余款须在 2010 年 9 月 20 日前全部付清。
- 3、参展面积大于 72 平方米的展商须于合同签订后五个工作日内预付总款项的 60% 作为定金，余款须在 2010 年 9 月 20 日前全部付清。

#### VI. TERMS OF PAYMENT

- (1) Exhibitors taking exhibit spaces less than 36 m<sup>2</sup> shall remit the total cost to Party A within 5 working days after signing of the contract by both parties.
- (2) Exhibitors taking exhibit spaces between 36 m<sup>2</sup> and 72 m<sup>2</sup> shall remit at least 80% of the total cost to Party A within 5 working days after signing of the contract by both parties. And the rest payment shall be done before September 20, 2010.
- (3) Exhibitors taking exhibit spaces more than 72 m<sup>2</sup> shall remit at least 60% of the total cost to Party A within 5 working days after signing of the contract by both parties. And the rest payment shall be done before September 20, 2010.

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## 七、合同解除和违约责任

- 1、乙方不具备合法经营资格,营业执照被行政管理部门吊销、收回的,甲方有权解除合同并没收所交款项。
- 2、乙方未按约定使用展位,严重影响他人利益,对展会造成不良影响,经通告未改的,甲方有权解除合同并没收所交款项。
- 3、乙方将展位擅自变更、转租、转让、转借给他人,擅自与其他展商互换展位的,甲方有权解除合同并没收所交款项。
- 4、乙方未按照约定支付租金的,甲方有权要求乙方按总金额的 20%支付违约金并有权与乙方解除合同。
- 5、乙方在 2010 年 8 月 10 号前要求解除合同的,乙方应以书面形式通知甲方,经甲乙双方协商一致后解除合同,乙方应向甲方支付展位费的 60%作为违约金,并承担相应的法律责任;乙方在 2010 年 8 月 10 号以后要求解除合同的,乙方应以书面形式通知甲方,经甲乙双方协商一致后解除合同,乙方应向甲方支付全部展位费作为违约金,乙方并承担相应的法律责任。
- 6、甲方未按约定提供展位致使乙方不能正常参展的,乙方有权要求甲方减收相应租金或解除合同。
- 7、出于某些不可预见因素的要求,如不可抗力、自然灾害、武装冲突、社会动荡、罢工、交通和/或通信线路中断或堵塞等,展会的组织者和/或主办方有权推迟、缩短、延长或关闭,参展者不得针对由此所受的任何损害而提出索赔要求。

## VII. CONTRACT CANCELLATION & BREACH

(1) In case that Party B is not a legal company or its business license has been revoked or recovered by its local administration bureau, Party A has the right to cancel the signed contract and the payment done by Party B is not to be refunded.

(2) In case that Party B brings adverse effects to other exhibition spaces and that Party B takes no notice of it after receiving announcement from Party A, Party A has the right to cancel the signed contract and the payment done by Party B is not to be refunded.

(3) In case that Party B change the exhibition spaces, rent or sell its own spaces to others without approval from Party A, Party A has the right to cancel the signed contract and the payment done by Party B is not to be refunded.

(4) In case that Party B fails to pay as stipulated in Article VI --- Terms of Payment, Party A has the right to ask Party B pay 20% of the total cost as compensation and to cancel the contract.

(5) In case that Party B decides to cancel the contract before August 10, 2010, Party B shall inform Party A the cancellation in advance with a written notice. The contract will be terminated upon mutual negotiation and Party B shall pay 60% of the total cost to Party A as compensation. In case that Party B decides to cancel the contract after August 10, 2010, Party B shall also inform Party A the cancellation in advance with a written notice. The contract can be terminated upon mutual negotiation but Party B shall pay 100% of the total cost to Party A as compensation.

(6) In case that Party A can not provide Party B with exhibition booths as stipulated in Article III --- Exhibition Booth & Advertising Reservation, Party B has the right to retrieve part of its payment or to cancel the contract.

(7) Party A has the right to postpone, shorten or cancel the exhibition due to some unforeseeable factors in terms of force majeure, natural disasters, armed conflict, social turbulence, strike, traffic and/ or communication circuit break-down or congestion, etc. And Party B is not supposed to ask for any compensation from Party A.

## 八、其它

双方经协商一致,同意上述条款。合同未尽事宜由双方协商,签订补充协议,补充协议与本合同具有同等的法律效力。如因译文或合同执行过程中发生纠纷,以展会所在地法院为第一管辖法院。

## VIII. OTHERS

The terms and conditions set out in this contract have been agreed by both Party A and Party B. Any unfinished

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issues will be put into the supplementary agreement, which has the equal legal effects. Any discrepancy between the English and Chinese version, the Chinese version will be considered as the valid contract. Should any disputes arise concerning the interpretation and execution of this contract, the local court in Ningbo, where the 14<sup>th</sup> IFFAIR is located, will be regarded as the only instance jurisdictional court.

### 九、合同效力

本合同一式两份，双方各执一份，自双方签字、盖章之日起生效。

### IX. CONTRACT EFFECTIVENESS

This contract is drawn up in both Chinese and English in duplicate. Party A and Party B shall hold one copy of the contract respectively and each copy will take effect upon the date when the contract is signed and chopped by both parties.

Party A: Ningbo Hixpo Conference & Exhibition Co., Ltd.

Party B:

甲方: 宁波华博会议展览有限公司

乙方:

(Chop) (盖章)

(Chop) (盖章)

Representative's

Name (代表人姓名)

Crystal Ying

Representative's

Name (代表人姓名)

Representative's

Signature (代表签字)

Representative's

Signature (代表签字)

Title (职务)

Manager, Int'l Dept.

Title (职务)

Date (日期)

Date(日期)