

EXHIBITION TERMS AND CONDITIONS

(1) These Exhibition Terms and Conditions and any special conditions or additional conditions agreed by the Organizers (as defined in paragraph 1 below) constitute the entire agreement between the Organizers 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 Organizers trade notwithstanding any terms and conditions that may be contained in any order or other form of the Exhibitor.

(2) This agreement shall not be varied save by written agreement between the Organizers 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 "Organizers" 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.
- v "Organizers' 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 Organizers in relation to the Exhibition whether contained in the Organizers' Exhibition Information Pack sales literature or otherwise.

3. DURATION OF EXHIBITION

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

4. TIME OF CONTRACT

Application for space must be made on the Organizer'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 Organizers duly completed and signed by the Exhibitor and has thereafter been accepted by the Organizers. The Organizers 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 Organizers that such person or persons did not have such authority.

6. Exhibits

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

- i 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 Organizers reserve the right (but without being obliged to do so and without prejudice to any other right or remedy available to the Organizers) to apply the following cancellation charges and to reallocate such space:

Cancellation occurring	Cancellation charge
6 months prior to Exhibition	20% of total contract price
90 days prior to Exhibition	50% of total contract price
Less than 90 days prior to Exhibition	100% of total contract price.

- ii If the Exhibitor wishes to cancel then written notice of such wish must be forwarded to the Organizers 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 Organizers 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 Organizers 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 Organizers by Recorded Delivery Post. The Organizers 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 Organizers may resell or reallocate the space in question. There shall be no obligation on the Organizers to accept notification of reduction.

9. RELOCATION

For the avoidance of doubt any contract between the Organizers 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 Organizers that the Exhibitor is entitled to exhibit at the Exhibition in such particular location and the Organizers 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 Organizers may resell or reallocate such space.

11. INDEMNITY

The Exhibitor shall fully and effectually indemnify the Organizers and keep the Organizers indemnified against all costs claims demands actions proceedings and losses whatsoever made against or incurred by the Organizers 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 Organizers there shall be a contract between the Organizers and Exhibitor subject to these Terms and Conditions. The Organizers 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 Organizers 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 Organizers 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 Organizers.

13. PROMOTION AND PRESENTATIONS

- i Whilst the Organizers shall use their reasonable endeavours to organize and promote the Exhibition in such manner as they consider appropriate, the Organiser 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 Organizers as to audience projections or methods or timing of promotion shall constitute only general indications of the Organizers' 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 Organizers and the Exhibitor for exhibition booth space.

14. POSTPONEMENT OR ABANDONMENT.

The Exhibitor shall not have any claim against the Organizers 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 postponement 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.

15. INSURANCE AND EXCLUSIONS

- i 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 Organizers.
- ii Any liability of the Organizers 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.

16. 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 Organizers that the Exhibitor will ensure that the Exhibitor's booths at all times comply with the Relevant Legislation and Regulations.

17. EXCLUSION OF PERSONNEL

The Organizers reserve the right in their absolute discretion to exclude or remove from the Exhibition any person whose presence (in the option of the Organizers) is or is likely to be undesirable and the Organizers 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.

For Official Use Only	
Date received:	
Hall: Stand No.	
Length: m	
Width: m	
Area: m ²	
<input type="checkbox"/> Shell	<input type="checkbox"/> Space

Organizer: Genertec International Advertising & Exhibition Co., Ltd.
 12/F, West Wing, Sichuan Mansion, 1 Fuwaidajie, Xicheng Dist., Beijing 100037, China
 Tel: 0086-10-68991436 68991272 Fax: 0086-10-68991422 68991083
 Email: info@iapechina.com

Company Details (Block Capital or Type Please)	Company Name
	Address
	Postal code City Country
	Tel Fax Website
	Email Address

Exhibition Contact	<input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Mr.	Position
	Tel	Mobile
	Fax	Email Address

Mode of Trade	We are:
	<input type="checkbox"/> Manufacturers <input type="checkbox"/> Suppliers <input type="checkbox"/> Agents <input type="checkbox"/> Wholesalers
	<input type="checkbox"/> Dealers <input type="checkbox"/> Importers <input type="checkbox"/> Exporters <input type="checkbox"/> Others

Products to be Displayed	This section will help us to find the right place for your expo appearance. Just tick the applicable box to specify your products. Exhibits Categories: 1. Auto parts <input type="checkbox"/> Engine system <input type="checkbox"/> Chassis system <input type="checkbox"/> Body system <input type="checkbox"/> Electronic system, etc 2. Repairing and Maintenance Equipment and Accessories <input type="checkbox"/> Repairing, testing and diagnosis equipment <input type="checkbox"/> Cleansing and maintaining devices <input type="checkbox"/> Parking lot facilities <input type="checkbox"/> Lubricants <input type="checkbox"/> Wax <input type="checkbox"/> Lac varnish <input type="checkbox"/> Cleaners, etc 3. Car Tuning and Accessories: <input type="checkbox"/> Tuning cars <input type="checkbox"/> Equipment <input type="checkbox"/> Hubs <input type="checkbox"/> Audio players <input type="checkbox"/> Satellite navigation <input type="checkbox"/> Interior and exterior ornaments, etc 4. <input type="checkbox"/> Materials and Components 5. <input type="checkbox"/> Accessories 6. <input type="checkbox"/> Energy-saving, Environmental Protection and New Energy Technologies and Products 7. <input type="checkbox"/> Auto Industry Related Certification and Quality Organizations, Finance, Insurance, Media and Clubs, etc.
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Stand Rate & Type Required	Shell Scheme: (Min.: 9 m ²) 2180 RMB/m ² X m ² = RMB ※ A surplus 10% is charged for corner stand. Space Only: (Min.: 36 m ²) 1980 RMB/m ² X m ² = RMB ※ Space only exhibitors should pay Administration Fee for Booth Construction to China International Exhibition Center.
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Payment Terms	1. 50% of the total amount must be paid within 15 days from the date of invoice. 2. The balance of the total amount shall be paid in full 50 days prior to the exhibition. 3. Access will not be given to the stand unless all accounts are settled prior to build-up dates. 4. All the above charges are settled in Chinese RMB Yuan. 5. All banking charges, if any, are to be borne by the Exhibitor.
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Company Signature	We confirm that we have read, understood and agree to comply fully with the exhibition terms and conditions overleaf.
	Signature
	Name in CAPS
	Position
	Date
	Stamp