**TERMS & CONDITIONS**

Exhibitors shall be bound by conditions, rules and regulations set forth in *Exhibit Space Contract,* *Booth Confirmation* and *Exhibitor Manual*. Any changes must be made in writing and signed by an Authorized Official of Xiamen Jinhongxin Exhibition Co., Ltd. (hereinafter referred to as Organizer) who shall have full power to interpret and to alter or amend these rules hereof.

**1. Qualification**

a. No Exhibitors shall be permitted to exhibit unless they have paid prior to the Organizer all of the fees agreed for this exhibition.

b. Exhibitors are required to comply with the Exhibition Center, the building and all Government rules and regulations of People's Republic of China.

c. Rights of Exhibitors shall not be assignable. No Exhibitors may assign or transfer or sublet the whole or any part of their contracted spaces to any other parties, unless otherwise, the prior written approval shall be given by The Organizer to the registered Exhibitor.

d. Exhibitor agrees to exhibit only products which it manufactures, represents or distributes. All exhibits should not go beyond the exhibit range stipulated by the Organizer and listed in this Exhibit Space Contract. No fake, counterfeit and illegal products. The Organizer has the rights to remove those unqualified products, while the resulting risks and expenses should be borne by Exhibiting Companies.

e. Distribution of any materials is restricted to the booth of Exhibiting Companies. Aisles and any other public spaces should not be occupied. Uniformed attendants, models and other employees must remain within the booths occupied by their employers. Once found, the Organizer has the rights to confiscate those materials.

**2. Insurance**

a. The Exhibitors shall be responsible for all risks insurance covered on their exhibits and inside their booth area (including all equipment provided and rented from the Organizer) whilst:

i) At the Exhibition Hall including preparation and dismantling.

ii) The period should cover minimum 4 days before and 2 days after the exhibition. The Exhibitors should cover all risks insurance during stated period at their own costs.

b. The Exhibitors shall be responsible for the "Public Liability Insurance" to fully indemnify the Organizer, visitors and all other parties against liability at Law for and claimant's costs expenses in respect of:

i) Accidental bodily injury (including death, disease and illness) to persons/workers/visitors and all other parties who enter or stay in the areas / space owned by Exhibitor in respect of the occupational period.

ii) Accidental loss or damages to materials properties arising in connection with the insured's business (other than properties in insured's care, custody or control).

iii)The Exhibitors should cover minimum 4 days before and 2 days after the exhibition. The Exhibitors should cover the "Public Liability Insurance" at any time when the area/space are occupied by Exhibitors.

c. Any failure to cover the above mentioned "all risks" and "Public Liability Insurance" by the Exhibitors in respect of the said occupational period within the owned area/space, the Exhibitors should fully be responsible for any claims of loss and damages and any further legal liabilities incurred.

**3. Payment Rules**

a. Non-refundable of the total fees payable by each Exhibitor must be made according to the payment terms which is stipulated at the first page of this *Exhibit Space Contract*, any failure of payment by the Exhibitor will be responsible for the legal liabilities.

b. Any payments made by Exhibitor in respect of this *Exhibit Space Contract* are non-refundable due to the canceling, reducing, substituting or non-participation from their application. The organizer keeps all rights to redistribute the hereinbefore space.

c. In case of any delay payments in respect of this Exhibition whatsoever, the commitments of reservation made by the Organizer will be automatically void or forfeited and also the Exhibitor will be responsible for any incurred expenses.

**4. Shipment and Booth Setup**

a. The Exhibitors will make their own arrangements for delivery and receipt of shipment and storage of crates before move-in.

b. Booth Setup Time: 8:30-17:00, March 3-5, 2019. The Exhibitors shall complete booth setup before time fixed by the Organizer. The Organizer shall not be liable for loss of delay due to delivery or booth setup.

Booths Dismantling and Packaging starts from 16:00 on March 9 till 17:00 on March 10, 2019. Before that time, all the items (including goods purchased by visitors) cannot be moved out of the venue. All the exhibiting products should be moved-out of the venue overnight, as against loss. Construction frame should be dismantled while all exhibits are out.

c. Booth Setup Deposit should be paid to the venue by Exhibiting Company when moving-in. This deposit will be refunded after all the items are moved out within booth dismantling time. This deposit is suggested to be paid by booth contractors.

**Deposit for Booth Setup**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Booth Area (m2) | 6-50 | 51-100 | 101-200 | Above 200 |
| Deposit (CNY) | 3,000 | 4,000 | 5,000 | 6,000 |

**d. According to the safety regulations, fire-proofing or anti-fire materials MUST be used in Booth Setup. The booth should be single storey with no top cover.**

e. For Space Only booth, company name and booth number should be shown clearly in the booth design. Partitions facing the adjacent booths should be white clean, without affecting the image of other booths.

f. If any Exhibitor fails to decorate booth within the stipulated time or show up, the Organizer has the rights to re-arrange that booth.

g. For other regulations regarding Booth Setup and Dismantling, please refer to *Exhibitor Manual*.

**5. Exhibitor Badge**

All Exhibitors should claim badges at “Exhibitor Registration Counter” by presenting Booth Confirmation Letter at 8:30-17:00 on March 3-5, 2019. Free badge quota is listed as below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Total Space (m2) | 6-17 | 18-35 | 36-79 | 80-159 | 160-400 | Over 400 |
| Badge Amount | 5 | 10 | 20 | 30 | 40 | Max 50 |

Over the quota, each badge costs CNY 20 for application before January 31, 2019. On-site badge application or revising costs CNY 50 each.

**6. Safety Rules**

a.During Booth Setup and Dismantling, all staff in the venue (indoor and outdoor) should wear safety helmet. When working aloft (above 2 meters), workers should wear helmet, fasten safety belt and take related safety measures to avoid injuries caused by falling objects. No objects can be hung in the air without prior examination and approval of the Organizer and the venue. No use of unqualified stepstool, or delivering tools or objects by throwing. No alcoholic before and at work.

b. No airship or balloon in the venue (indoor and outdoor).

c. No smoking in the venue (indoor and outdoor).

d. Exhibits over weight limits are prohibited into the venue.

e. Please strictly comply with other safety rules.

**7. Photograph and Video Permission**

Organizer and its authorized agencies have the right to use likeness of exhibitors, images of activities, booths and exhibits in any photographic or video coverage of the event, including post-show activities.

**8. Intellectual Property**

Exhibiting companies should ensure all their exhibits, packages and promotion materials not to infringe any third party's legal rights and interests, including registered and legitimate trademark, copyright, patent, design and designation, as well as compensating for the resulting loss of the infringed units.

9. The representative of the Organizer, Sponsor, its Agents shall not be liable for loss, damage or delay resulting from acts of war, civil commotions, strikes or lock-outs intervention or regulation, military activity or any other circumstances which shall make it impossible or inadvisable for the Organizer to hold the Exhibition at the time and place provided. The Organizer reserves the right to re-schedule the exposition at an earlier and later date, or change of nature or cancellation in due course. The said Exhibitor shall be acknowledged that the Organizer have sustained damages and losses as a result of the foregoing as well, and shall and does hereby waive all claims for any damages or compensations in this respect. The sums paid to the Organizer as fees or otherwise in connection with this Exhibition shall remain as the property of the Organizer.

10. This agreement shall be governed by and construed according to laws in China. Any dispute between the parties hereof shall submit to the jurisdiction of Courts in China.

11. The Organizer reserves all rights to refuse any persons or parties enter this exhibition, only paid attendees, appointed persons of the Exhibitor and special invited guests who are accepted by the Organizer will be allowed to receive the entry badge for admission.

12. All Exhibitors should follow the rules and regulations of the exhibition center set forth by the center owner including: operation of booth, booth design, booth setup, erection and dismantling, exhibits display, booth operation, water/electrical work, insurance covers for all risks and public liabilities, move in and move out of exhibits or any other current regulations imposed by the Government of P. R. C. or all related authorities.

**13. Others**

a. Any work carried out in China must be in accordance with the current regulations imposed by the government of the P. R. C. and all related authorities. Any contravention of the conditions will be stopped immediately. The Organizer will not hold responsible for any extra cost or delay so caused.

b. Failure of the Exhibitor at any time before or during the Exhibition period to comply with any of the Exhibition rules and conditions shall automatically deprive the right to participate any further in the Exhibition and no claim for refund of any fee paid shall be entertained by the Organizer.

c. The Organizer reserves all rights to alter and amend any of the regulations herein and issue additional rules if they deem necessary for the orderly presentation of this Exhibition. Any disputes or difference arising out of the interpretation of these regulations or regarding the rights, duties and obligations of the Exhibitors shall be decided by the Organizer, whose decision shall be final.

d. In the unlikely event that the Exhibition has to be adjourned, canceled, terminated earlier or during exhibition period for the acts of God or un-foreseeable circumstances or for compliance with the Government laws and regulations, the Organizer shall not be liable for any damages or compensations. The Exhibitors shall acknowledge that any payment made in respect of this exhibition whatsoever shall not be refundable.