

## Appendix 12 Measures for Commercial Dispute Prevention and Settlement of Complaint at the China International Import Expo

1. These Measures are hereby formulated in accordance with the relevant laws and regulations of the People's Republic of China and the relevant management regulations of the China International Import Expo (hereinafter referred to as the "CIIE"), for coordination and the resolution of commercial disputes between exhibitors and buyers at the CIIE, to maintain order at the CIIE, and to protect the legitimate rights and interests of the parties that concluded transactions at CIIE.
2. These Measures apply to the prevention of commercial disputes between exhibitors and buyers at the CIIE (hereinafter referred to as "commercial disputes"), and to settlements of related complaints.
3. Exhibitors and buyers of the CIIE shall follow the principles of fairness, voluntariness, equality and good faith during their negotiation of transaction intention as well as conclusion and performance of the contract.
4. Exhibitors and buyers are recommended that after reaching upon an agreement on certain transaction, both parties shall conclude a contract in writing specifying such terms as the contract object, quantity, quality, price or remuneration, time of performance, place and method of performance, liability for default, and dispute settlement resolution. The contents of the contract should be clear, specific and complete in order to mitigate trade risks and expedite settlement of any dispute that might arise.
5. Should a commercial dispute arise between the exhibitor and the purchaser, the parties are encouraged to resolve disputes through amicable negotiations. Should these negotiations fail, the parties may file a complaint and request for dispute settlement in accordance with these Measures, or settle the dispute according to the dispute resolution mutually agreed by both parties.
6. CIIE organizer will establish an Intellectual Property Protection and Commercial Dispute Settlement Service Center (hereinafter referred to as the "Service Center") during the CIIE to accept complaints concerning commercial disputes. CIIE organizer, the China International Economic and Trade Arbitration Commission (hereinafter referred to as the "CIETAC") and other relevant organizations will jointly dispatch staff to the Service Center, for the acceptance and settlement of commercial dispute complaints, and for provision of commercial legal consultation services to the consultants for reference.
7. The Service Center may publish and distribute relevant consultation materials, and provide information on Chinese laws and regulations on foreign trade, prevention of risks relating to international trade laws, commercial arbitration, etc. to improve exhibitors' and buyers' understanding of the Chinese law and policy environment.
8. According to the needs of exhibitors and buyers, the Service Center may carry out various forms of commercial legal consultation services to enhance the legal awareness of exhibitors and buyers, and to provide the guidance on standardization of transactions.
9. A commercial dispute complaint shall not be filed unless the following conditions are satisfied:
  - 1) The complainant and the respondent shall be exhibitors or buyers participating in the CIIE, with a requirement of presence in the exhibition hall;
  - 2) A complaint shall be filed to the Service Center by the complainant in person; and complaints filed by other methods such as by telephone or email would not be accepted; and
  - 3) The complainant shall provide the materials prescribed in Article 10 hereof.

Where the respondent is not present in the exhibition hall, the Service Center may assist the complainant in coordinating with the relevant department or agency.
10. The complainant shall provide the following materials when filing a complaint:
  - 1) Application for Complaint (Annex);
  - 2) Valid documents and related identity documents demonstrating the complainant's participation in the current CIIE;
  - 3) Evidence related to the commercial dispute, including but not limited to trade contracts, payment vouchers, proof of correspondence, etc.;
  - 4) Power of attorney and the identity certificate document of the agent (where an agent is entrusted to make the complaint on the complainant's behalf). The power of attorney shall be signed or sealed by the principal, and shall specify the entrusted tasks and the scope of the power of agency; and
  - 5) Other materials that the Service Center requires to be submitted.
11. All the materials submitted by the complainant shall be genuine, legitimate and valid. Materials in foreign languages shall be submitted together with a Chinese translation thereof.
12. Upon receipt of a complaint, the Service Center deems it compliant with Articles 9 and 10 after examination hereof, it shall accept such complaint and inform the respondent through the contact information provided by the complainant.

13. After accepting the complaint, the Service Center shall request relevant information from the complainant and the respondent, and mediate between both parties.
14. If the mediation is successful, the Service Center may render a mediation agreement, which shall be signed or sealed by both parties or their agents; alternatively, the parties may also conclude a settlement agreement on their own.
  - If the parties conclude a mediation or settlement agreement, they may, based on the arbitration agreement reached by both parties, request the CIETAC to render an arbitral award in accordance with the terms of the mediation or settlement agreement.
  - The arbitration award shall be enforceable, which shall be promptly and fully performed by both parties. Where one party fails to perform it in accordance with the arbitration award, the other party may apply to a competent court for enforcement in accordance with the law.
15. If mediation is unsuccessful, the parties may settle the dispute in accordance with an agreed dispute settlement resolution. In the absence of such an agreed resolution, it is recommended to make specific arrangements for the settlement mode of the dispute.
16. Exhibitors and buyers shall cooperate with the Service Center and abide by the relevant provisions regarding the exhibition order at the CIIE, and shall not affect the order of the CIIE due to disputes. Exhibitors and buyers affecting the order of the CIIE shall be subject to sanction as per the relevant provisions regarding the maintenance of order at the CIIE.
17. The Service Center shall establish an archival system for complaints, maintain timely records of complaints with the settlement outcomes, and perform statistical analysis thereupon, so that reference can be made to the relevant information during the qualification and evaluation of exhibitors for the next CIIE.
18. These Measures shall be subject to the interpretation of the China International Import Expo Bureau.
19. These Measures shall be effective from the date of issuance.

Relevant annex is available for downloading on the official website of CIIE.