

参展条款细则

Exhibition Terms and Conditions

“2024 中国国际进口博览会参展合同”与本参展条款细则共同构成参展单位为参加 2024 中国国际进口博览会（以下简称“展会”）与中国国际进口博览局（以下简称“展会方”）签订的参展合同（以下简称“本合同”）。同时展会方将不时向参展单位提供与本展会有关的各类文件（包括但不限于《中国国际进口博览会参展商手册》（企业商业展）、相关管理措施等），均作为本展会重要的规章制度，参展单位同意并承诺予以严格遵守。

在此，参展单位正式确认将参加 2024 中国国际进口博览会，且已认真阅读并充分理解如下参展条件和条款，并同意接受其法律约束力。参展细则条款内容如下：

The Participation Contract for the China International Import Expo 2024 together with the Exhibition Terms and Conditions constitute the complete Participation Contract (hereinafter referred to as the Contract) between the exhibitor and China International Import Expo Bureau (hereinafter referred to as the Organizer) for the participation in the China International Import Expo 2024 (hereinafter referred to as the exhibition). Meanwhile, the Organizer will from time to time provide documents related to the exhibition for the exhibitor, including but not limited to *Exhibitor Manual of the China International Import Expo* (enterprise business exhibition) and relevant management measures, etc, all of which are important rules and regulations of the exhibition. The exhibitor shall agree and undertake to strictly comply with the above-mentioned documents.

The exhibitor hereby formally affirms that it will participate in the China International Import Expo 2024 and has thoroughly read and fully understood the following terms and conditions of participation, and agrees to accept the legal binding force. The terms and conditions of participation are as follows.

第一条 参展条件

1.1 参展单位须为在中华人民共和国境外（以下简称境外，含港、澳、台）合法注册并有效存续的法人或其他组织。参展单位提交本合同的同时须提供加盖公章的营业执照复印件或其他能够证明其主体资格文件。非英文或中文版本的主体资格文件须提供经具备相应资质的翻译服务机构翻译并加盖其公章的中文或英文翻译件。展会方可以要求参展单位出示或提供有关证明文件或材料，以确认参展单位是否符合参展资格。

1.2 货物贸易参展展品须在展会方规定的范围之内且须在境外（含港、澳、台）生产；参展单位需按展会方规定的时限提交参展展品清单及其原产地证明（创新孵化专区参展单位应提供报审、研发或试销等证明文件）。服务贸易参展服务产品须在规定的范围之内，且服务提供地须在境外（含港、澳、台）。创新孵化专区参展单位参展时其参展产品或服务应尚处于报审、研发或试销阶段。如在签署参展合同后发现其不符合参展要求，展会方有权采取拒绝其参展，对其相关展品或服务项目进行遮蔽、移除以及不退还未付展位费等相关措施。

1.3 在参展单位报名时提交有关材料并经展会方书面确认的情况下，与参展单位有联合经营或属于海外总公司或子公司或合作伙伴/代表处等实质性法律关系的境外企业可共同参展；任何未在展前提交有关材料并取得展会方书面确认的联合参展行为，一经发现，展会方有权取消其参展资格并要求参展单位各方退出展会现场，且参展单位实际支付的相关展位费用等均不予退还。

Article I Conditions of Participation

1.1 The exhibitor shall be legal persons or other organizations legally registered and validly existing in a country or region outside the customs territory of the People's Republic of China (hereinafter referred to as the "overseas", including Hong Kong Special Administrative Region (HKSAR), Macao Special Administrative Region (MSAR) and Taiwan region). The exhibitor shall provide the copy of business license affixed with corporate seal or other documents that could prove its qualification while submitting the Contract. Non-English or Chinese versions of the main qualification documents shall be provided with Chinese or English translations translated and stamped by a corresponding qualified translation service provider. The Organizer may request the exhibitor to produce or provide relevant supporting documents or information to confirm its qualification.

1.2 The exhibits for trade in goods shall be within the scope specified by the Organizer and manufactured overseas (including HKSAR, MSAR and Taiwan region). The exhibitor shall submit the list of exhibits and their certificate of origin (The exhibitors in the Special Exhibition for Innovation and Incubation shall submit documentary evidence of application for inspection and approval, R&D or trial sale) within the Organizer's stipulated time. The exhibits for trade in services shall be within the specified scope and related services shall be provided overseas (including HKSAR, MSAR and Taiwan region). The exhibits or service of the exhibitors in the Special Exhibition for Innovation and incubation shall be in the phase of application for inspection and approval, R&D or trial sale when being exhibited. If the exhibitor is found ineligible to participate in the exhibition after signing the Contract, the Organizer shall have the right to take relevant measures such as refusing its participation, refusing the refund of paid booth fees, covering or removing of relevant exhibits or service items.

1.3 Provided that the exhibitor has submitted relevant information in application and acquired the written confirmation from the Organizer, any overseas enterprise under substantial legal relation with the exhibitor concerning joint operation or as the joint-venture partner/representative office of the overseas head office or subsidiary may also jointly participate in the exhibition. Any aforesaid overseas enterprises who do not provide relevant information and obtain the written confirmation from the Organizer before the exhibition, once

discovered, the Organizer shall have the right to cancel their participation and require all parties withdraw from the exhibition without returning related booth fees paid by the exhibitor.

第二条 付款条件

2.1 双方签订本合同后，参展单位（或受托付款方）须按照本合同付款细则的约定完成付款义务。

2.2 参展单位（或受托付款方）付款后应及时将付款信息告知展会方并提供相应的付款凭证供展会方确认、核实。如参展单位（或受托付款方）需要发票，须提供开票信息，并可在展会举办期间持银行汇款单据或其他有效付款凭证至展会方指定地点换取发票。如参展单位（或受托付款方）逾期换取发票，展会方不再另行提供。

Article II Terms of Payment

2.1 After both parties sign this Contract, the exhibitor (or the entrusted payer) shall complete the payment as stipulated in the Payment Rules of this Contract.

2.2 After payment, the exhibitor (or the entrusted payer) shall notify the Organizer of the remittance in a timely manner and provide relevant payment voucher for confirmation and verification by the Organizer. If the exhibitor (or the entrusted payer) requires the invoice, the exhibitor (or the entrusted payer) shall provide the billing information and exchange the remittance receipt or other valid payment vouchers for the invoice at the designated place during the exhibition. If the exhibitor (or the entrusted payer) requires any invoice after the specified deadline, the Organizer will not satisfy such need.

第三条 展位分配

3.1 展会方收到参展单位签章的参展合同后，将根据对参展单位和展品等的评估情况，决定是否接受其参展申请。展会方将根据参展单位已确认的展品的类别和展会的实际情况分配展位，决定参展单位展位的具体位置安排，并保留最终的解释权。

Article III Allocation of Booths

3.1 After receiving the Contract signed and sealed by the exhibitor, the Organizer will decide whether to accept the application based on the evaluation of the exhibitor and exhibits, etc. The Organizer shall have the right to allocate the booths based on the type of exhibits confirmed by the exhibitor and the actual conditions of the exhibition, determine the specific arrangement of the booths and reserve the right of final explanation.

第四条 参展面积的变更、退出参展

4.1 本合同约定参展面积和展位均为双方协商确定，参展单位签订本合同后，如需增加或减少预定展位面积或数量的，应与展会方协商并在达成一致后另行签署补充合同。

4.2 参展单位如因故无法参展（包括但不限于因签证、展品运输或清关等原因），应向展会方提出书面申请并取得同意。已支付全部或部分展位费的，按本合同正文“参展须知”第6条规定执行。若参展单位未与展会方达成一致，擅自退出参展，展会方有权采取不退还未缴展位费用以及其他费用，终止本合同并将相应展位另行处置等措施，给展会方造成损失的，参展单位应承担赔偿责任。

Article IV Change of Exhibition Area and Withdrawal from Exhibition

4.1 The exhibition area and booth space stipulated in this Contract are agreed by both parties. If the exhibitor needs to increase or decrease the area or number of reserved booths after signing the Contract, they shall negotiate with the Organizer and sign a supplementary contract after reaching an agreement.

4.2 The exhibitor failing to participate in the exhibition for any reason (including but not limited to the visa, exhibits transportation or customs clearance, etc.), it shall submit a written withdrawal application to the Organizer and obtain consent. If all or part of the booth fee has been paid, it shall be implemented in accordance with Article 6 of the Participation Notice under this Contract. Otherwise, the Organizer shall have the right to take measures such as not refunding the paid booth fees and other costs, terminating this Contract and disposing the corresponding booth separately. The exhibitor shall compensate the Organizer for all the losses caused by the arbitrary withdrawal from the exhibition.

第五条 参展准备

5.1 参展单位须在规定时限内，按展会方的要求为所有参展人员实名申办参展证件。展会方根据参展单位预定的展位面积予以一定的免费证件额度，超出部分参展单位需支付证件费。证件申请经展会主办方和承办方审核通过后，展会方将邮寄或现场发放参展证件。参展人员持本人参展证件，并在遵守相关部门发布的疫情防控要求的前提下，方可在筹展、展览、撤展期间进入展厅。

5.2 如参展单位因其指定参展人员未能办理或及时办理相关参展证件，导致参展单位相关人员不能参展或充分参展的，一切后果由参展单位承担，与展会方无关。

5.3 展会方将为参展单位推荐会展相关服务商,包括展台设计搭建商、展品承运商等,并提供相关咨询服务。参展单位应自行与其确认的服务单位签订相关协议并遵照执行。如参展单位与上述服务商在签署或履行相关合同过程中发生纠纷,应由该双方当事人自行解决,与展会方无关。

5.4 标准展位由展会方指定的设计商、承建商设计和搭建,未经展会方同意,参展单位不得随意改动。光地展位由参展单位自行委托经展会方推荐的设计单位进行设计、施工单位进行搭建,且光地展位的设计方案应经展会方审核。参展单位需自行委托除展会方推荐的设计搭建商以外的其他单位的,应按展会方《参展商手册》等的规定执行。搭建商在筹展、撤展期间进入展厅所需证件由搭建商自行申请。

5.5 参展单位应按展会方安排进行展位设计、搭建、装潢、布展与撤展。参展单位应按照展会方规定的时间提前进入展厅搭建、布展,若开展前一天,参展单位仍不到场或展位内无展品陈列或无参展单位指定人员,此情况下视为参展单位未与展会方协商一致退出参展,适用第 4.2 条的规定。如参展单位超时布/撤展或违反其他相关规定,由此产生的包括加班费在内的各类额外费用及一切责任由参展单位自行承担。造成展会方损失的,参展单位应承担赔偿责任。

Article V Preparation for Participation

5.1 The exhibitor shall, as required by the Organizer, apply for participation certificates for all personnel in their real names within the time limit specified by the Organizer. The exhibitor shall be given a certain amount of free certificates according to its scheduled booth area and shall pay for the additional certificates. After the application is approved by the Host and the Organizer, the Organizer will issue the certificates by mail or on site. The exhibitor with its participation certificate shall be allowed to enter the exhibition halls during the preparation, exhibition and dismantling periods and subject to the epidemic prevention and control issued by the relevant departments.

5.2 If the exhibitor fails to participate in the exhibition or fully participate in the exhibition for the following reasons such as failure to apply for or timely apply for the relevant participation certificates, all outcomes shall be borne by the exhibitor and the Organizer shall not be liable for any compensation.

5.3 The Organizer will recommend exhibition service providers to the exhibitor, including booth designers and contractors, exhibit forwarder etc. and provide relevant consulting services. The exhibitor shall conclude and perform relevant agreement with its confirmed service provider. Any dispute arising from the conclusion or performance of relevant contract between the exhibitor and the aforesaid service provider shall be settled by both parties thereto and such dispute is irrelevant with the Organizer.

5.4 The standard booths shall be designed and constructed by the designer and contractor designated by the Organizer, and shall not be modified without the permission of the Organizer. The raw space booths shall be designed, constructed and decorated by the designer and contractor entrusted by the exhibitor upon recommendation by the Organizer. Meanwhile, the design schemes of raw space booths shall be examined and approved by the Organizer. If the exhibitor needs to entrust any other company other than the designers and contractors recommended by the Organizer, the provisions in *Exhibitor Manual* shall apply. The certificates required for the constructor to enter the exhibition hall during the preparation, dismantling period shall be applied by the constructor itself.

5.5 The exhibitor shall complete the booth design, construction, decoration and exhibits set-up and dismantling work according to the arrangement of the Organizer. The exhibitor shall enter the exhibition hall for arrangement in advance according to the time stipulated by the Organizer. If the exhibitor still does not show up at the exhibition site on the day before the exhibition, or there is no exhibit on display in the booth or no designated personnel of the exhibitor, in this case the exhibitor will be deemed to have withdrawn from the exhibition without reaching a consensus through consultation with the Organizer, and the provisions of Article 4.2 shall apply. If any exhibitor moves in/out of the exhibition hall beyond the specified time or violates other provisions, it shall bear all the extra expenses including overtime charges and liabilities arising therefrom; in case of any loss to the Organizer, the aforesaid exhibitor shall make relevant compensations.

第六条 参展展品和展位的使用

6.1 参展单位未经展会方书面同意不得将本合同所约定的权利义务(包括但不限于展位使用权)全部或部分向第三方转让或与第三方共担共享;参展单位确有合理理由无法参展需委托第三方的,应及时通知展会方并获得展会方书面同意;参展单位展出或即将展出的展品(以下简称“展品”,不含展品的必备附件、宣传品或免费礼品,下同)应符合展会方的要求,取得合法有效授权(如必要),属于参展单位向展会方提供的展品清单列明展品,对此展会方有权随时查验参展单位的展品是否符合要求,参展单位应予配合。如违反前述任一规定,展会方有权采取包括但不限于将其展品暂扣、移除、遮盖以及注销参展单位和相关第三方的证件并拒绝其参展等相关措施,取消该参展单位的参展资格并将其展位另行处置;参展单位不予配合并造成不良影响的,展会方有权拒绝其参加本届展会;情况特别严重或对进博会声誉或形象造成严重影响的,展会方有权将参展单位列入黑名单,拒绝参展单位及其关联企业在未来三年内参加进博会。因此所造成的后果与责任均由参展单位承担。

6.2 参展单位应严格遵守中华人民共和国法律法规和相关规定,以及展会方的有关规章制度。禁止在展会上派发与参展单位自身宣传无关的资料;不得进行任何违反中华人民共和国法律法规与政策或当地公序良俗的宣传;不得使用违反中华人民共和国《地图管理条例》等规定的地图进行宣传、展示等活动,参展单位可通过访问自然资源部官网的标准地图服务网站(<http://bzdt.ch.mnr.gov.cn/>)获取标准地图;不得违反法律规定进行摄影、录音、录像、直播等。违反上述规定的,展会方有权限制参展单位或其有关人员入场;情节严重的,展会方有权封闭违规展位,将违规人员清退出场;严重影响秩序或造成严重后果的,展会方取消其参展资格且不予退还已收展位费。由此产生的损失和责任由参展单位自行承担。

6.3 展会举办期间,未经展会方同意参展单位不得在展览场地进行零售或提供有偿服务,如发现有关单位或个人违反上述

规定，展会方有权勒令其停止该行为；情节严重的，展会方有权采取移走或暂扣违规展品等措施予以制止；严重影响会场秩序或造成严重后果的，展会方有权取消其参展资格并不予退还已付展位费。由此造成的一切后果由其自行承担。

6.4 参展单位保证其参展展品、展位设计、展品包装、宣传品及展位的其他展示部位，不侵犯他人知识产权等合法权益，并携带有关知识产权权属证书参展。展会期间，如遇有关知识产权纠纷或投诉，各参展单位应遵守《中国国际进口博览会关于参展项目涉嫌侵犯知识产权的投诉及处理办法》及相关管理规定要求并配合展会方的处理。因涉及侵犯知识产权事宜引起有关投诉或任何法律纠纷的，参展单位应自行承担有关责任和法律后果。因此造成展会方任何损失或受到处罚的，参展单位须予以赔偿。

6.5 参展单位应通过展会指定服务商办理展品入关手续（参展单位已自行办理展品进口的情况除外），并遵守中华人民共和国海关与检验检疫相关法规规定。参展单位应提前审查其参展展品，如参展展品因涉及进口禁止清单或限制清单中的相关品类而导致无法入境或参展的，参展单位应自行承担责任。未经中华人民共和国海关同意，参展单位不得擅自将未完税的展品带出展览场地。因擅自外置展品而导致违反海关、检验检疫等相关法规规定或相关行政主管部门管理规定的一切后果均由参展单位承担。因此造成展会方任何损失或受到处罚的，参展单位须予以赔偿。

6.6 参展单位应为其参展人员及参展展品的运输和参展购买相关人身及财产保险，并负责其展品及其他自有财产、工作人员的安全，为其配备必要的防护装置并采取相应的安全措施。参展单位自身、其工作人员或雇员、委托的施工单位及其雇员因恶意、疏忽或操作不当而造成展馆设备或设施损坏或人员伤亡的，参展单位展位内的展品或其他物件给他人人身或财产造成损害的，参展单位须承担损害赔偿赔偿责任。因此造成展会方任何损失或受到处罚的，参展单位须予以赔偿。

6.7 在筹展、展览、撤展期间，参展单位有义务确保其一切工作符合《中华人民共和国消防法》、政府有关部门发布的安全规章制度以及《参展商手册》中列明的安全与防火条例及展馆方所颁布的各项管理制度。如参展单位展位内存在不符合以上规定的情况，展会方有权要求参展单位限时整改，逾期未整改的，展会方有权另行委托第三方进行整改至符合展会方要求，参展单位须予配合并承担全部费用，否则，展会方有权禁止参展单位参展且无须承担任何责任，因此所产生的一切责任和损失由参展单位承担。

6.8 在展会举办期间，参展单位不得携带危险物品进入展览场地（具体规定详见《展商手册》中《禁限带物品须知》）。参展单位（包括其人员以及参展展品等）不得影响展会秩序，也不得对其他参展商或观众产生不合理的困扰，包括但不限于播放高音喇叭或参展机械设备产生的噪音等。

Article VI Exhibits and Use of Booths

6.1 Without the prior written consent of the Organizer, the exhibitor shall not assign or share rights and obligations agreed herein (including but not limited to the right to use booths) in whole or in part to a third party. Where the exhibitor has reasonable ground to be absent from the exhibition, the exhibitor shall timely notify the Organizer and entrust a third party to participate on its behalf upon the written consent of the Organizer. The exhibits being exhibited or to be exhibited (hereinafter referred to as "Exhibits", excluding essential auxiliaries, promotional materials or free gifts, the same below) shall satisfy the requirements of the Organizer, obtain valid and lawful authorization (if necessary) and fall into the range of the list of exhibits provided by the exhibitor to the Organizer. The Organizer is entitled to check the exhibits at any time and the exhibitor shall cooperate. In case of any violation, the Organizer shall reserve the right to take the following measures including but not limited to temporarily distraining, removing, covering the unconfirmed exhibits, canceling the certificates of the exhibitor or related third party, refusing their participation and disposing corresponding booth separately. If the exhibitor does not cooperate and bad influence arises from non-cooperation, the Organizer is entitled to refuse its participation in this exhibition. In case of particularly serious situation or giving rise to a serious influence on the reputation or image of CIIE, the Organizer is entitled to blacklist the exhibitor and refuse the exhibitor and its affiliates to participate in the CIIE in the next three years. The consequences and responsibilities arising therefrom shall be borne by the exhibitor.

6.2 The exhibitor shall strictly abide by the laws and regulations of the People's Republic of China as well as relevant regulations and rules issued by the Organizer. It is forbidden to distribute materials unrelated to its own promotion. Any publicity that violates the laws, regulations and policies of the People's Republic of China or local public order and morals is prohibited. It is forbidden to use maps violating *the Regulations on Map Management of the People's Republic of China* for publicity, display and other activities. The exhibitor may visit the standard map service website (<http://bzdt.ch.mnr.gov.cn/>) under the official website of the Ministry of Natural Resources to download the standard map. It shall not take photos, audio, video or live broadcasts in any illegal manner. Otherwise, the Organizer shall be entitled to restrict the entry of the exhibitor or its related personnel. In case of seriousness, the Organizer shall be entitled to close the exhibitor's booth and expel the offending personnel from the venue. If the exhibition order is affected seriously or serious consequences are caused, the Organizer shall be entitled to cancel its participation qualification without refunding the paid booth fees. All the losses and liabilities incurred therefrom shall be solely undertaken by the exhibitor.

6.3 During the exhibition period, the exhibitor shall not retail or provided paid service on the site without the consent of the Organizer. If the exhibitor or individual is found to violate above provisions, the Organizer shall be entitled to order them to stop such behavior. If the circumstances are serious, the Organizer shall be entitled to take such measures as removing or temporarily detain the illegal exhibits. If the exhibition order is affected seriously or serious consequences is caused, the Organizer shall be entitled to cancel its participation qualification without refunding the paid booth fees. All the liabilities incurred therefrom shall be solely undertaken by the exhibitor.

6.4 The exhibitor shall avoid and prevent the exhibits, booth design, exhibit package, promotional materials and other exhibition items

from infringing the intellectual property rights of others, and shall bring along ownership certificates of intellectual property rights to the exhibition. Where there are any disputes or complaints about intellectual property rights during the exhibition, the exhibitor shall abide by the *Measures for Suspected Infringement of Intellectual Property Rights by Exhibition Items at the China International Import Expo* and related management regulations and cooperate with the Organizer. In case of any complaint or legal dispute arising from any infringement of intellectual property rights, the exhibitor shall bear relevant responsibilities and legal consequences on their own. Besides, the exhibitor shall also compensate the Organizer for the loss or penalty (if any) suffered by the Organizer.

6.5 The exhibitor shall go through the designated service provider of the exhibition for customs entry of exhibits (except for those cases where the exhibitor has already completed the import procedures of exhibits by itself) and comply with the relevant laws and regulations of the customs and inspection and quarantine of the People's Republic of China. The exhibitor shall review its exhibits in advance. If the exhibits fail to be imported or exhibited due to the related categories in the import prohibition list or the restriction list, the exhibitor shall assume responsibilities on its own. Without the permission of the Customs of the People's Republic of China, the exhibitor shall not take dutiable exhibits out of the exhibition site. All consequences of violating laws and regulations related to customs, inspection and quarantine caused by unauthorized disposal of exhibits, shall be borne by the exhibitor. Any loss or punishment caused to the Organizer therefrom shall be compensated by the exhibitor.

6.6 The exhibitor shall purchase personal insurance and property insurance for the transportation and exhibition of its personnel and exhibits, and shall be responsible for the safety of its exhibits, properties and staff, and shall equip them with necessary protective devices and take corresponding safety measures. The exhibitor shall be liable for damage to equipment or facilities or personal injury in the exhibition hall due to the malevolence, negligence or improper operation of the exhibitor itself, its staff or employees, the entrusted contractors or their employees. In case of personal injury or property damage of others due to the exhibits or other objects in the booths, the exhibitor shall undertake the liability of compensation. Any loss or punishment caused to the Organizer therefrom shall be compensated by the exhibitor.

6.7 During the preparation, exhibition and dismantling, the exhibitor shall be obliged to ensure that its work is in line with *the Fire Control Law of the People's Republic of China*, safety regulations released by relevant government departments as well as the safety and fire control rules specified in the *Exhibitor Manual*. If the exhibitor is found in breach of the regulations above, the Organizer is entitled to request the exhibitor to rectify such breach within a specified deadline. If the exhibitor fails to make such rectification, the Organizer is entitled to entrust a third party to conduct such rectification until it meets the requirements of the Organizer and the exhibitor shall provide necessary cooperation and undertake the costs therefrom. Otherwise, the Organizer is entitled to ban the exhibitor from participation without undertaking any responsibility and all liabilities and losses shall be borne by the exhibitor.

6.8 During the exhibition, the exhibitor shall not enter the exhibition hall with dangerous articles (For details, please refer to the Notice of Prohibited Articles in the *Exhibitor Manual*). The activities of the exhibitor (including its personnel and exhibits) shall not adversely affect the exhibition order and shall generate unreasonable interference on other exhibitors or visitors, including but not limited to the noise from loudspeakers or other exhibition equipment and facilities.

第七条 免责条款

7.1 合同履行期间, 由于地震、台风、水灾、火灾、战争、瘟疫、恐怖活动或威胁、进口限制、政府干预及其他展会方不可预见、不可克服并对其发生和后果不能防止或避免的事件, 使展会不能如期举办时或如期举办将使履行成本过高, 因此取消展会或延迟展会时间的, 展会方应在该事件发生后立即通知参展单位。若展会因此取消时, 展会方将实际收取的参展费用足额本息退还至参展单位付款账户, 展会方无需承担其他任何责任。

7.2 因疫情或疫情防控措施等不可抗力因素或其他政府指令导致参展单位部分或全部已办理证件的参展人员无法入场, 不视为展会方违约, 但展会方应在上述事件发生后及时通知参展单位。因上述事件导致参展单位全部已办理证件的参展人员无法入场或导致参展单位已办理证件的部分参展人员无法入场, 且剩余可入场人员无法运作展台的, 参展单位应及时主动向展会方书面申请放弃参展, 展会方在收到申请后进行核实确认。核实确认情况属实的, 展会方除将相应展位费(实际收取)本息退还至参展单位付款账户之外, 不承担其他任何责任。核实确认不属实的或未能及时提出放弃参展申请的, 视为参展单位正常参展, 展会方不予退还任何费用。

7.3 除展会方恶意或严重疏忽外, 展会方无须为其推荐的或认可的施工单位、推荐的展品承运商或其他服务商所造成的任何损失承担责任, 也不为因参展单位、参观者、采购商或第三方的疏忽造成的损失承担任何责任。

7.4 参展单位应自行办理申请中华人民共和国入境或其他准入手续。展会方将向参展单位发送邀请函, 但无法保证其入境签证或其他准入证件获得批准, 展会方对此不承担任何责任。参展单位确因签证等原因不能参展的, 应当及时通知展会方。

7.5 参展单位若违反中华人民共和国相关法律法规或展会举办地政府相关规定而受到有关部门处罚的, 或涉及任何侵权、产品质量问题而引起与第三方纠纷的情况, 均由参展单位自行承担相关责任, 与展会方无关。

7.6 展会方可根据展会具体情况适当调整、修改有关图纸、参展商目录、展会规模等。如参展单位需要, 展会方将尽力向参展单位提供展馆平面图、结构图以及展商、采购商情况等信息, 但无法确保其时效性和准确性。

7.7 展会方有权对包括本合同参展单位在内的不特定参展单位及其参展人员、展品、商标、标识、印制的宣传、推广材料、网址以及公司名称等进行录音、录像等, 并善意的为实现展会相关目的以直播、录播、宣传、报道等方式对外进行传播、披露, 参展单位对此予以认可, 展会方不因上述传播、披露行为承担任何责任。

Article VII Exceptions

7.1 During the performance of the Contract, when the exhibition cannot be held as scheduled or is canceled or put off considering the exorbitant costs due to earthquake, typhoon, flood, fire, war, plague, terrorist activities or threats, restriction of import, government intervention or other unforeseeable, insurmountable or unavoidable events beyond the control of the Organizer, the Organizer shall immediately notify the exhibitor of the situations upon the occurrence thereof. If the exhibition is canceled accordingly, the Organizer shall return the actually received exhibition fees to the payment account of the exhibitor in full without interest and the Organizer shall not undertake any liability of default.

7.2 Due to force majeure factors such as the epidemic or epidemic prevention and control measures or other government orders, some or all personnel of the exhibitor who have already applied for certificates cannot be admitted, which shall not be regarded as a breach of contract by the Organizer, but the Organizer shall promptly notify the exhibitor after the occurrence of one or more events. If all personnel who have already applied for certificates are unable to enter the venue due to the aforesaid events, or some personnel of the exhibitor who have already applied for certificates are unable to enter the venue due to the aforesaid events and the remaining personnel are unable to run the booth, the exhibitor shall take the initiative to submit a written application to the Organizer to give up the participation in time. After receiving and verifying the application, the Organizer will verify whether the reason of giving up is due to above events or not. If so, the Organizer will take back or close the relevant booth and refund the booth fee (actually charged) to the payment account of the exhibitor without interest and the Organizer will not bear any other responsibility. If not, or the exhibitor fails to submit an application for giving up the participation in a timely manner, the exhibitor shall be deemed to have participated in the exhibition normally, and the Organizer will not refund any booth fee.

7.3 Except for malevolence or serious negligence of the Organizer, the Organizer shall not be responsible for any loss caused by the recommended or approved construction units, recommended forwarder of exhibits or other service providers, or for any loss resulting from the negligence of the exhibitor, visitors, purchasers or third parties.

7.4 The exhibitor shall apply for entry or other admission procedures to the People's Republic of China for its personnel. The Organizer will send the letter of invitation to the exhibitor, but will not guarantee the approval of the entrance visa or other certificates of access. The Organizer shall assume no liability for this. The exhibitor who cannot present at the exhibition for visa or other reasons shall timely notify the Organizer of such situations.

7.5 In case the exhibitor is punished by the relevant departments due to any violation of the relevant laws and regulations of the People's Republic of China or the relevant regulations of the government where the exhibition is held, or has a dispute with a third party due to any involvement in infringement or product quality issues, the exhibitor shall assume relevant responsibility and the Organizer shall assume no liability.

7.6 The Organizer may adjust and modify the relevant drawings, list of exhibitors, exhibition scale and other information according to the specific situation of the exhibition. If required by the exhibitor, the Organizer will try its best to provide the exhibitor with the floor plan and structure chart of the exhibition hall as well as the information of exhibitors and purchasers, but cannot ensure their timeliness and accuracy.

7.7 The Organizer has the right to record and videotape the unspecific exhibitors and their personnel, exhibits, trademarks, logos, printed publicity, promotional materials, websites and company names, etc., and to broadcast, record, publicize and report on the exhibition in good faith for the relevant purpose of the exhibition. The exhibitor shall be deemed to approve such acts and the Organizer shall bear no responsibility for above promotion or disclosure.

第八条 参展单位同意其提交《参展合同》及提供的其他资料信息存储于展会方资料库，展会方应当在其专业能力范围内采取必要合理的保密措施。在遵守资料和信息保护相关法律法规的前提下，展会方可以将参展单位相关资料与信息在网上参展商信息平台、会刊、宣传册、展商手册等渠道使用，也可以为实现展会相关目的而将其资料和信息转交相关第三方。若展会方出于其他商业目的而使用参展单位相关信息的，由双方另行协商。

Article VIII The exhibitor agrees that the Contract and other materials and information provided can be stored in the database of the Organizer, and the Organizer shall take necessary and reasonable confidential measures at its best capacity. Under the premise of abiding by relevant laws and regulations on relevant materials and information protection, the Organizer may make use of the materials and information concerned with the exhibitor on the exhibitors' online information platform, exhibition bulletin, brochure and other channels, or transfer the said materials and information to a third party for the purpose of the exhibition. If the Organizer uses the relevant information of the exhibitor for other commercial purposes, separate consultation shall be carried out.

第九条 参展单位同意遵守展会方关于展会的各项规定，接受展会方对参展单位的核查及对展位使用的现场检查。如发生违反参展合同或展会规定的行为，将承担相应的责任，并接受展会方作出的包括取消参展资格、没收参展证件、清退出场、在网站或刊物刊登违规信息等处理措施。

Article IX The exhibitor agrees to comply with various stipulations of the Organizer about the exhibition and accept its inspection on the exhibitor and the on-spot check of the use of the booths. In case of any activity that is inconsistent with the Contract or the exhibition regulations, the exhibitor shall undertake corresponding liability and accept the treatments made by the Organizer, including disqualification for the exhibition, confiscation of certificates, withdrawal from the exhibition, publication of violation information on websites or in publications, etc.

第十条 “中国国际进口博览会”运营过程中所产生的一切知识产权,包括但不限于展会名称、标识、吉祥物、设计、方案等所涉及的知识产权归展会方所有,未经展会方书面同意,参展单位不得使用,否则视为侵权,展会方保留追究其法律责任的权利。

Article X All intellectual property rights, including exhibition name, logo, mascot, design, plan, etc. created during the operation of China International Import Expo shall be owned by the Organizer. The exhibitor shall not use such rights without the written consent of the Organizer, otherwise, it shall be deemed as infringement and the Organizer reserves the right to investigate the breaching exhibitor's legal liabilities.

第十一条 本合同以中文版本为准,英文版本供参考;本合同适用中华人民共和国法律法规并按其进行解释。若在履行本合同中发生争议或纠纷,双方应友好协商解决。如协商不成,任何一方可将争议或纠纷提交展会所在地有管辖权的人民法院诉讼解决。

Article XI The Chinese version of this Contract is the official version and the English version is only for reference. The Contract shall be governed and construed in accordance with the laws and regulations of the People's Republic of China. Any dispute or controversy arising from the execution of or in connection with this Contract shall be settled by both parties through amicable consultations. If no settlement can be reached, either party may submit the dispute or controversy to the People's Court with jurisdiction in the place where the exhibition is held.

第十二条 本合同前述的联系人、住所地、电话、电子邮箱为双方通知送达的联系人、地址、电话、邮箱,如果任何一方变更,应在变更后及时以书面形式通知对方,如未及时通知,则任何一方通知送达前述地址或系统即视为被送达方收到,由此引发的法律后果由被送达人承担。

Article XII The contact persons, domiciles, telephones and E-mails herein are for the service of notices. In case of any change, the changing party shall immediately notify the other party in written form, if fails to notify timely, the notice sent to the above address or system shall be deemed as duly serviced and the legal consequences therefrom shall be undertaken by the addressee.

第十三条 本合同自展会方与参展单位签字或盖章之日起生效,除另有约定外,至合同条款履行完毕之日止;本合同未尽事宜,双方应另行协商并签订补充合同,补充合同为本合同不可分割的组成部分,与本合同具有同等法律效力;本合同一式四份,甲方执三份,乙方执一份,具有同等法律效力。

Article XIII This Contract shall come into force on the date when it is signed or sealed by the Organizer and the exhibitor. Unless otherwise specified, it shall expire when all contractual clauses are performed. For any unaccomplished matter herein, it shall be separately negotiated and concluded in a supplementary contract by both parties. Supplementary contract hereto shall be an integral part of the Contract and shall be of the equal legal effect as the Contract. This contract is made in quadruplicate, three for Party A and one for Party B, all of which shall be of the same legal effect.

(结束页)

(The End)