

## Terms and Conditions of Contract for FENESTRATION BAU China (2)

**(Due to change of the venue, some adjustments are made on the terms of the contract according to the requirements of the venue, so**

**please make sure you read carefully as exhibitors)**

This Terms and Conditions is a Contract constituted based on the principle of voluntariness, fairness and good faith. Upon entering into effect, all unrevised print out contents of this contract shall be regarded as what both parties have agreed upon. Both parties would be asked to read the contents carefully and sign with corporate chop for confirmation. Fax and scanned copy are valid.

### **I. Definitions**

1. The Organizer of "FENESTRATION BAU China" is MMU BAU Fenestration Co., Ltd. (hereinafter referred to as Party A) and "Exhibitor" in the contract refers to any company, contractor or agent who has been granted space in the Exhibition (hereinafter referred to as Party B).
2. "This Contract" refers to Application/Agreement for FENESTRATION BAU China (1), Terms and Conditions of Contract for Fenestration BAU China (2) and relevant appendix and supplementary agreements signed by both parties.
3. "This Agreement" refers to the Terms and Conditions signed by both parties.
4. "Exhibition" in this contract refers to FENESTRATION BAU China to be held from 29 Oct 2020 to 1 Nov 2020 at New China International Exhibition Center (NCIEC), Beijing, China.

### **II. Application**

1. Exhibitor shall accept the entire contents of This Contract.
2. This Contract shall be signed by the person in charge and stamped with corporate chop.
3. The application process shall be deemed to be complete after the Organizer and the Exhibitor sign this Contract and fees payable by Party B for space are received by Party A's designated bank account.
4. The Organizer reserves the right to decline any applications.

### **III. Qualifications**

1. This Exhibition only accepts applications from companies with exhibits related to this exhibition.
2. The exhibitor shall provide copies for the following documents of qualifications:
  - a. Business License Duplicate
  - b. Certificate of Registered Trade Mark for Products (If available)

### **IV. Payments & Booth Confirmation**

1. After signing this contract, Party B shall make 50% of total payment for the booth(s) before the dates of this contract as down payment for the space and the booth will be deemed validly booked. The remainder, the 50% balance payment shall be made before 10th Aug 2020.
2. Full payment for booth(s) shall be made by Party B in the following scenarios:
  - a. Party B's booth area is 36sqm or below 36sqm;
  - b. The signing date of this Contract is after 10 Jul 2020 (included).
3. See Appendix I ( INVOICE of the contract) for details of payment amount and payment term.
4. Party A will issue Booth Confirmation Letter no later than 15 days prior to the opening of the exhibition, after full payment is received.

### **V. Default Responsibility of Payment Overdue**

1. In the case where Party B fails to make payment due according to the time agreed in this contract, Party A has rights to require Party B to take responsibilities of such default of overdue payment in the following fashion agreed upon.
2. In the case where Party B fails to make down payment before the date of this contract, the contract will automatically turn invalid and Party A has rights to redistribute the booth(s) previously agreed in this contra-

- ct with no obligation to notify Party B in any fashion.
3. Within 10 days of overdue for the remainder of payment by Party B, this contract will continue to be carried out after Party B makes overdue fines to Party A at a daily rate of 0.3% of the amount of overdue payable per day for the total number of days from the second day after the overdue date for the payable agreed in this contract to the date of actual payment is made in full.
  4. After 10 days of overdue for the remainder of payment by Party B, this contract will automatically terminate, and Party A has rights to redistribute the booth(s) previously agreed in this contract with no obligation to notify Party B. Party B shall pay default fine, which is the total amount of the booth(s) fees of Party B, so the payment made earlier by Party B will not be refunded by Party A and Party B shall make up the discrepancy. Where Party B is willing to continue to fulfill this contract, upon mutual agreement of the two parties, this contract will continue to be carried out, and Party A reserves the rights over Party B to take responsibilities of default of overdue payment.

### **VI. Obligations and Rights of Party A**

1. Distribution of booth(s): Party A will distribute booths(s) taken into considerations of various factors in a comprehensive manner. Under special circumstances, Party A reserves its rights of modifying distributions of booth(s), moving exhibiting facility, closing exits/entrances of exhibiting halls, and adjusting professional sections, to which Party B will not be entitled to objections.
2. Safety: Party A will adopt necessary safety preventative measures in line with all parties' interests. Under circumstances of hidden safety issues, Party A reserves the right to deny entry of any visitors into the venue of the exhibition. Party A shall not be responsible for any exhibits or other property losses or damages before, during and after the exhibition.
3. Party A will provide such basic services as onsite security, public area cleaning, entry of catalogue, promotions and marketing materials like Proceedings etc.
4. Supplementary Clauses
  - a. Exhibitors Manual published by Party A constitutes a part of the contract, and please have a review in detail.
  - b. If Party B fails to submit files and make payment according to the Exhibitors Manual, Party A has rights to make adjustments of Party B's booth(s) even Party B has made full payment to the booth(s).
  - c. Party A reserves its rights of making and releasing supplementary clauses to guarantee management in good order for the exhibition. All supplementary clauses shall be deemed as a part of the Exhibition Contract, and shall apply binding force to Party B.

### **VII. Obligations and Rights of Party B**

1. Use of Booth(s)
  - a. Party B shall only display applied exhibits and assign capable personnel to manage booth(s) and exhibits.
  - b. Without Party A's written consent, Party B shall not sub-lease nor transfer to others either by part or in full part of booth(s).
  - c. Party B shall only exhibit within the boundaries of booth(s) rented, and shall not make performances, or send out marketing products or souvenirs in public area.
  - d. Without Party A's consent, Party B shall not make changes on floors, ceilings, pillars or walls in exhibiting halls and shall take responsibility for damages on walls or other parts incurred by Party B, for which Party A will not take any collateral responsibilities.

- e. Party B's exhibits, objects and installations shall not block the view of any other exhibitors or cause inconvenience of other exhibitors or pose harms to the interests of the whole exhibition. If complaints were filed by other exhibitors due to the causes of Party B, Party A has rights to require Party B to rectify according to actual situations and Party B shall cooperate with Party A for such rectifications, the results of which shall be subject to the standard required by Party A.

### **2. Booth(s) Construction and Decoration:**

- a. Party B shall construct and deploy the booth in accordance with the requirements of Party A, venue provider and official constructor within designated time frame. For details, please see Exhibitor's Manual.
- b. Party B shall indemnify against all costs or damages on other Exhibitors or public property incurred by Party B or its Subcontractors, for which Party A will not take any collateral responsibilities.
- c. The total one - storey stand height cannot be more than 5m and the total two - storey stand height cannot be more than 6m. The booth area on the upper level can not exceed 1/3 of that of the ground level. In case of violations by Party B, which thereof result in failure of drawings review and further of exhibiting, the Organizer will not take any responsibilities thereof.
- d. In case of Party B's adjacent booth(s) with other booth(s) (back to back), the part of the back wall that exceeds the height of the adjacent shall be covered with pure white fire proof materials. Party A has the right to cut power supply to exhibitors in violation of this rule, and shall be Party B shall take all responsibilities for all consequences caused thereof.

### **3. Transport of Exhibits:**

- a. Party B will be responsible for transporting exhibits to exhibition venue and will bear the costs thereof.
- b. Party B will be responsible for the arrangement of storage for exhibits during the exhibition.
- c. Party B shall remove all exhibits within time period designated by Party A, and Party B shall indemnify Party A for any damages and delays caused by doing otherwise.

4. Insurance: Party B shall ensure to have had sufficient insurances, including but not limited to comprehensive insurances against personal accident, property, exhibits or any kind of objects and third party insurance for other personnel providing services. It is suggested that Party B sign safety agreements with its designated special construction contractors and cover relevant insurances. Where Party B undergo safety accidents in the process of booth(s) constructions, Party B and its designated special construction contractors shall take corresponding responsibilities and Party A is exempt from any collateral responsibilities.

5. Responsibilities and Risks: During the exhibition, in order to ensure interests of Party A and all parties taking part in the exhibition to be exempt from damages, all damages incurred by Party B against Party A or the third party (parties) shall be indemnified in full by Party B. Party A is exempt from any collateral responsibilities.

### **VIII. Management of the Exhibition**

1. Forbidden to open ahead of agenda: This exhibition will officially open at 9:00 on 29 Oct 2020

and visitors will not be allowed to enter prior to the opening.

2. Forbidden to move out ahead of schedule: The move out time starts at 14:00 on 1 Nov 2020, and no exhibitor shall remove exhibits or leave booth(s) empty without a person on duty for any reasons prior to this time. In case of violations, a breach of contract will be constituted on the exhibitor.

3. Noise Controls: Exhibition venue specifies the highest sound volume in booth(s) to be 75decibels and all amplification devices shall be prohibited. All booths shall control sound range within boundaries of their own booths, in order not to affect peripheral booths. In case of violations, Party A or the exhibition venue has the right to directly cut off power supply to this exhibitor and Party B shall take responsibilities for all damages caused by this and if such has affected the effect of the whole exhibition, Party A reserves its rights to hold Party B responsible.

A written application is required to be submitted to Party A if Party B need to use amplification devices under special circumstances. The amplification devices can only be brought to the venue subject to Party A's consent and the application form in Exhibitor Manual must be filled in beforehand.

4. Safety Rules for Fireproof: All exhibiting booths, exhibits, materials and components shall adopt normal fire proof measures and comply with fire proof rules and building regulations. Related work shall comply with fire proof requirements and the storage or use of flammables, explosives, toxics, radioactive objects and pressurized containers etc are forbidden. The person with the highest position onsite from the exhibitor will be the person in charge of safety fire proof. In violation thereof by Party B, Party B shall take full responsibilities for any losses of Party A or the third party.

5. Laws & Regulations: Party B shall unconditionally comply with existing laws, rules and regulations and guarantee not to harm interests of others. In case of any violation, Party B might be cancelled with its qualifications for the exhibition and be pursued with legal liabilities.

#### **IX. Exhibits**

1. The exhibitor shall ensure the authentication and legitimacy of exhibits, ensure the exhibiting products are within the categories regulated by Part A and ensure the booth shall neither be sub-leased nor transferred to others or any third party. Any non-related products such as airplane models, spectacles glass, fitness and outdoor objects etc are prohibited to be exhibited. In case of violations, Part A reserves the rights to take back the booth without any refund of the booth fees. If such has affected the effect of the whole exhibition, Party A reserves its rights to hold Party B responsible.

2. It is strictly forbidden to display products that do not fall under any of the product categories for this exhibition. It is also forbidden for any peddlers or businessmen other than exhibitors and official visitors to enter the exhibiting halls. Should such irrelevance, mismatch against registration form, onsite modifications on exhibits without authorizations or non official visitors inside is found, the exhibitor will be cancelled with its qualification for exhibition without getting any refund of payments made, and will be pursued with legal liabilities.

3. **IPR Protection:** Party A will set up IPR Complaints Institute during the exhibition in accordance with law. This institute shall protect legitimate rights and interests of exhibitors and proprietor of IPR in accordance with national laws and regulations. In case of IPR disputes during the exhibition, this institute will support complainers' safeguard of rights in accordance with national laws and regulations as well as

Complaints and Treatment of IPR Infringement Suspicion set out by the exhibition.

Party B shall commit to guarantee all exhibits, packaging, publication materials, instructions, hardware and software for onsite demo and any exhibiting area in booth(s) do not violate related laws and regulations nor infringe upon others' rights, including all IPR. Should disputes occur over infringement on other's rights, Party B shall accept and execute the treatment decisions made in accordance with law by IPR Complaint Institute of the exhibition. Exhibits suspected of infringement of rights shall be covered and removed etc. Should indemnifications be required, Party B shall indemnify all costs and damages incurred against all parties involved.

When exhibits are complained against IPR infringement, the complained shall actively cooperate with administrative authorities or judiciary authorities for evidence collection, inspection and enquiry etc. during the exhibition, and shall cooperate with the Organizer to submit relevant demonstration documents and in other IPR related work.

Party A will have the right to decline or terminate the exhibiting of exhibitors whose products infringe upon IPR.

4. Photography and camera shooting: in any case, Party B shall never take photos or images or videos according to the exhibits in other booths. In case of any violation, Party A has the right to request Party to submit the recorded material and can take legal action to further pursue the matter.

#### **X. Catalogue of the Exhibition**

1. Party A shall be entitled to exclusive rights of publishing and circulating Catalogue of the Exhibition.

2. Catalogue of the Exhibition is an item of service provided by Party A to Party B. Party B shall fill in related information on catalogue entry form with great attention, and Party A will not be responsible for errors, omissions or format changes thereof.

3. When Party B's information filled in are not discernable, Party A does not have the right to fill in such information based on this contract and Party B shall take all responsibilities for the result caused that Catalogue of the Exhibition will not include any information involved with this company.

#### **XI. Cancellations**

Party A could permit Party B to cancel exhibition due to special causes:

1. Party B shall submit a written application for cancellation and Party A shall notify Party B in written format if such application is granted

2. Application for cancellation submitted before 10<sup>th</sup> June 2020, if granted by Party A, will enable payments for booth(s) to be transferred to the next year as down payment of Party B's booth(s) in the next year after deductions of necessary expenses incurred by Party A. In the case where Party B's paid booth(s) fees exceed the booth(s) fess for the next year, Party A will not refund the excessive part.

3. Application for cancellation submitted during the

period from 10<sup>th</sup> June 2020 (incl.) to 10<sup>th</sup> July 2020(incl.), no refund will be made and will be regarded as default fines, either Party A permits or not.

4. Application for cancellation submitted after 10<sup>th</sup> July 2020, no refund will be made, either Party A permits or not, and Party B shall pay off the outstanding of booth(s) charges as default fines, for which Party B will be pursued with default responsibilities.

5. If application for cancellation in written format is absent by 10<sup>th</sup> Oct. 2020 and turns out to have empty booth(s) during the exhibition, such will constitute cancellation in reality. In such case thereof, Party B shall not only make full payment of the booth(s) fees as default fines, but also shall indemnify Party A for compromises in the effect of the exhibition due to vacant booth(s).

#### **XII. Termination**

Party A will have the right to singularly terminate the contract Should Party B default in any of the following, payments made for booth(s) space by Party B will not be returned and Party A shall be indemnified by Party B for all losses incurred due to termination of the contract:

1. Fails to meet payment obligations due in full for booth(s);
2. Sub-leases or transfers booth(s) without written consent from Party A.
3. Severely violates this agreement and impede normal operation of the exhibition.

#### **XIII. Force Majeure**

1. Party A will not take any legal liabilities for losses of Party B caused by cancellation, suspension, duration shortening or modifications of date and venue of the exhibition due to force majeure, such as wars, natural disasters, pandemic, strikes, government important events, government interference or others.

2. Should force majeure handicap or obstruct Party A to perform obligations specified in this agreement, Party A will have the right to revoke or terminate this agreement in a timely manner. Party A shall inform Party B in written form and explain in details of the changes of time and venue. Party B shall not take this as the ground to apply for cancellations.

3. Should the exhibition be cancelled due to force majeure, Party A shall inform Party B to terminate this contract in written notifications. Party A shall refund part of payment made by Party B, without prejudice to expenses incurred on Party A. The payment to be refunded will be made within 60 days after notification of contract termination, without prejudice to rights entitled to Party A prior to revoke or termination thereof, including contract or legal rights.

#### **XIV. Disputes Settlement**

The interpretation for this contract will comply with laws and regulations of PRC and in case of disputes, both parties shall agree to be subjected to the people court where Party A locates.

Our company has reviewed the terms and conditions above in detail and accepts the terms and conditions thereof.

Signature of person in charge (corporate chop please):

Confirmation Date: