

第二十二届中国(上海)国际眼镜业展览会
THE 22th CHINA (SHANGHAI) INT'L OPTICS FAIR, SIOF2021
1 - 3 / 3 / 2021

主办单位: 中国眼镜协会 • 中国中轻国际控股有限公司
 ORGANIZERS: China Optometric & Optical Association (COOA)
 Sinolight International Holdings Corporation

协办单位: 香港东方国际展览有限公司

CO-ORGANIZER: Orient International Exhibition Co., Ltd. Hong Kong

请填写表格寄回:
 香港东方国际展览有限公司
 香港九龙尖沙咀柯士甸路22-26A好兆年行602室
 电话: (852) 2789 3220 传真: (852) 2789 3260
 电子邮箱: orientex@netvigator.com

Please return this form to:
ORIENT INTERNATIONAL EXHIBITION CO., LTD.
 Unit 602, Austin Tower, 22-26A Austin Avenue,
 Tsim Sha Tsui, Kowloon, Hong Kong
 Tel: (852) 2789 3220 Fax: (852) 2789 3260
 E-mail address: orientex@netvigator.com

参展合同 APPLICATION AND CONTRACT FORM

Company Name (English) : _____
 公司名称 (中文) : _____
 Address : _____
 联系人 Contact : _____ 职位 Title : _____
 电话 Telephone : _____ 传真 Fax : _____
 电子邮箱 E-mail : _____ 网页 Website : _____
 展品 Exhibits : _____ 业务性质 Business Nature : _____

我司申请租用 We undertake to book:

- Shell Scheme 标准展台** (min. 12m² 最少12平方米) Rental per sq.m. 每平方米租金
 US\$395美元 RMB\$2,950人民币 HK\$3,140港元
 _____ m² 平方米 展位编号 Booth No.: _____ 合计 Total: _____
- Raw Space 净地** (min. 36m² 最少36平方米) Rental per sq.m. 每平方米租金
 US\$365美元 RMB\$2,725人民币 HK\$2,900港元
 _____ m² 平方米 展位编号 Booth No.: _____ 合计 Total: _____

**** 全部转角展位需加收租金百分之十 All corner positions are subject to a 10% participation fee surcharge**

参展商可选择以港元、美元或人民币缴付参展费用, 但须按参展合同订明该币种之每平方米参展价格缴付。

Exhibitors can choose to pay booth rental in USD, HKD or RMB. The eventual amount to be paid must be exactly in line with your choice of currency denomination pertaining to unit price per square metre in the contract of participation.

本公司同意遵守此参展合约背页附印之条款, 并按规定于东方国际展览有限公司确认我司递交之参展合约后14日内缴付参展费用百分之三十作订金, 余款于展览会开幕前90日付清。付款支票抬头为“东方国际展览有限公司”或将款项汇进东方国际展览有限公司于香港上海汇丰银行尖沙咀分行之美元账户号码181-0-613925 或 港元账户号码181-1-072998 并知会东方国际展览有限公司汇款详情。缴付人民币请与我司联系付款方法。

We accept the TERMS OF PARTICIPATION as printed overleaf and we undertake to pay 30% of the booth rental fee as deposit within 14 days after OIEC confirming this participation contract, and the balance to be paid not later than 90 days prior to the official opening of the exhibition. Cheques are to be made payable to **Orient International Exhibition Co., Ltd.** or direct payment to OIEC's **US dollar account no. 181-0-613925** or **HK dollar account no. 181-1-072998** at Hong Kong and Shanghai Banking Corporation Limited, Tsim Sha Tsui Branch, Hong Kong and notify OIEC the full remittance details. **For RMB payment, please contact us.**

日期 Date _____

签署及公司盖章 Signature & Company Chop / Stamp _____

此部份由东方国际展览有限公司填写 For OIEC use only

确认合同 CONFIRMATION OF CONTRACT

展位类别 Type of Booth: _____ 面积 Area: _____ m² 平方米 阔度 Frontage: _____ m 米 深度 Depth: _____ m 米
 已付订金 Deposit Paid: _____ 分配的展位编号 Allocated booth number: _____

日期 Date _____

钟建桥 总经理 ANDY CHUNG, GENERAL MANAGER
 东方国际展览有限公司
 ORIENT INTERNATIONAL EXHIBITION CO., LTD.

TERMS OF PARTICIPATION 參 展 条 款

1. Terms of Reference

Under these rules and regulations:

- 1.1 The term "Conditions" means the terms of Applications and Participation rules and regulations set by Orient International Exhibition Co., Ltd.
- 1.2 The term "Exhibitor" shall include all employees, servants and agents of any company, partnership, firm or individual to whom space has been allocated for the purpose of exhibiting.
- 1.3 The term "Fair" shall mean the exhibition to be organized as specified in the application and contract form.
- 1.4 The term "Organizers" means the organizers of the Fair.
- 1.5 The term "Co-organizer" shall mean Orient International Exhibition Co., Ltd.
- 1.6 The term "Venue Owner" shall mean Shanghai East Best Convention & Exhibition Management Co., Ltd.

2. Application for Participation & Stand Confirmation

All applications for participation in the Fair shall be made on the prescribed application and contract form. The application and contract form shall be submitted to Co-organizer or their authorized representatives. It shall deem to be the application of participation. In accordance with the requests listed in the form, Co-organizer will allocate Exhibitor stand location afterwards. The form will be signed by Co-organizer and Exhibitor to confirm stand reservation. Stand location will be guaranteed when Exhibitor has settled the participation fee as in clause 5, Terms of Payment. Co-organizer shall reserve the right to accept or refuse any application without disclosing to the Exhibitor any reasons thereof.

3. Allocation of Exhibition Space

Co-organizer shall allocate the space in accordance with the nature of exhibits or in any manner they may deem fit. Co-organizer shall reserve the right to change the space allocated to Exhibitors at any time prior to the commencement of the erection of the stand of Exhibitor should exceptional circumstances demand and, to alter the space, to transfer or close entrances and exits to the exhibition facilities and to undertake other structural alterations as they may deem fit. Such changes shall be at the discretion of Co-organizer and Exhibitor shall have no claim for compensation as a result of such changes.

4. Use of Exhibition Space

Exhibitors are only entitled to exhibit the announced products and to display the exhibits with competent personnel in their stands during the opening hours of the Fair. Co-organizer reserves the rights to refuse admittance to any Exhibitor to the Fair or to have access to any stand. Exhibitors are not allowed to sub-let or assign the allotted stand(s) to other parties either wholly or in part without the written consent of Co-organizer. Exhibitors will be liable for any damage to the walls or to any part of the exhibition hall in which their exhibits are placed and shall not paint or otherwise alter the floors, ceilings, pillars or walls without the prior consent of Co-organizer.

5. Terms of Payment

- 5.1 30% of the total participation fee to be settled by Exhibitor within 14 days upon confirming the Application and Contract Form by the co-organizer.
- 5.2 Balance shall be paid not later than 90 days prior to the opening date of the Fair.
- 5.3 Failure to comply with the above will result in Co-organizer disposing the space allocated to the default Exhibitor who shall not be entitled to any form of compensation. Any payment made to Co-organizer will not be refunded unless the exhibition application is rejected or has been declined (including overbooking).

6. Breach of Conditions and Withdrawal by Exhibitor

Without prejudice to the rights of Organizers in respect of any breach of the Conditions on the part of Exhibitor, Co-organizer may at their discretion allow Exhibitor to withdraw from the Fair subject to the following situation:

- 6.1 Exhibitor must give written notice to Co-organizer his desire of withdrawal. If Co-organizer allows such withdrawal, she will notify the Exhibitor the decision in writing.
- 6.2 Once the application of participation is confirmed by the Co-organizer in writing, Exhibitors are given a 3-day buffer period to review their participation. The cancellation policy will come into effect after the buffer period and Exhibitor who withdraws from the Fair is obliged to pay cancellation charges subject to the following schedule:

| | Cancellation charges as a percentage of the total participation fee |
|---------------------------------|---|
| On or before 21 Nov 2020 | 20% |
| Between 22 Nov – 19 Dec 2020 | 50% |
| Between 20 Dec 2020– 9 Jan 2021 | 80% |
| On 10 Jan 2021 or later | 100% |

- 6.3 Should Exhibitor fail to observe or comply with any of the Conditions or if Exhibitor shall fail to pay any of the participation fee as per clause 5, Terms of Payment, Co-organizer may thereupon by written notice given to Exhibitor rescind her participation in the Fair.
- 6.4 Upon Co-organizer exercising her right to rescind Exhibitor's participation in the Fair under sub-clause 6.3 of this clause, she may but is not obliged to resell or otherwise deal with the exhibition space contracted by Exhibitor in default on such conditions as Co-organizer shall deem fit. In the event Co-organizer having elected to but not able to resell the said exhibition space, Exhibitor in default shall be liable to pay the entire participation fee to Co-organizer as liquidated damages for the loss of rental.

7. Changes

The Organizers and Co-organizer reserve the right to change the venue and duration of the Fair if exceptional circumstances so demand. In the event of these changes, the agreement to participate shall remain in force so long as Exhibitor is informed at least a month before such changes will happen. In the event of these changes and/or even cancellation of the Fair, Exhibitor shall not be entitled to any claim for compensation in connection with her reservation for participation.

8. Protection of Intellectual Property Rights

Exhibitor warrants that the exhibits and packages thereof and the publicity material or any other part of the display on the stand are originals and she does not in any way whatever violate or infringe any third party's rights including all intellectual property

rights including but not limited to trade marks, copyright, designs, names, and patents whether registered or otherwise. On finding such exhibits, Co-organizer will remove them from the stand at the cost of Exhibitor whose right of display will then be terminated and the participation fee forfeited. Exhibitor agrees to fully indemnify Organizers and Co-organizer and their agents, representatives, contractors and employees against all costs, expenses and damages arising from any third party's claim of infringements by Exhibitor and/or Organizers and Co-organizer and/or the latter's agents, representatives, contractors or employees of such third party's right.

9. Erection and Decoration of Stand

Exhibitor will be allowed to erect and decorate her stand as per regulation and schedule in Exhibitors' Kit issued by Co-organizer. Any damages caused by Exhibitor or her stand contractors on common property shall be the responsibility of Exhibitor. Exhibitor must complete her construction and decoration by the date and time stipulated by Organizers and Co-organizer.

10. Lighting and Electricity

Shell scheme Exhibitor will be provided with facilities and services by Co-organizer appointed official stand contractor as shown in Co-organizer's Exhibitors' Kit. Raw space Exhibitor will be responsible for appointing any stand contractor for her stand design, construction, dismantle, electricity wiring and consumption and the related charges. All lighting fixtures and electrical connections have to be installed properly in compliance with China's safety ordinance and shall be carried out by either Co-organizer's stand contractor or Exhibitor's stand contractor approved by Co-organizer. Co-organizer reserves the right to impose a surcharge on the stipulated rates for any requirements or installations of late orders. Co-organizer shall not be responsible nor guarantee the availability of electricity supply and service that the stand construction will be completed within the stipulated time schedule.

11. Movement of Exhibits

- 11.1 All exhibits from Exhibitor have to be handled by the appointed official forwarder within exhibition hall.
- 11.2 Exhibitor shall bear the responsibility and expenses for the transport of exhibits to and from exhibition hall.
- 11.3 Exhibitor shall make her own arrangement for exhibit storage.
- 11.4 Exhibitor shall remove all exhibits from exhibition hall within the period stipulated by Organizers and shall indemnify the Organizers' and Co-organizer's loss by reason of the delay or damage to exhibition hall.

12. Failure of Services

Co-organizer shall not be liable for any loss sustained by Exhibitor directly or indirectly attributable to the cancellation, suspension or reduction of duration and size of the Fair from the period advertised or specified due to:

- 12.1 Force Majeure
- 12.2 Acts of War, Military Activity, Municipal Statutory of Civil Authority requisition
- 12.3 Fire, flood, typhoon, excessively inclement of weather, earthquake, or a combination of the same
- 12.4 Damage caused by an aerial object or aircraft
- 12.5 Strikes or lockouts by workmen

If the Fair is cancelled, reduced or postponed then and in such event the participation fee paid to Co-organizer or any part thereof may be refunded at the sole discretion of Co-organizer to Exhibitors but without prejudice to Co-organizer's right to appropriate the entire sum or any part thereof for expenses they have already incurred for the Fair. Where goods and services are supplied to Co-organizer in exchange for free space or other considerations, Co-organizer shall not be liable for any refund of the same.

13. Security

Organizers shall take all security precautions in the interest of Exhibitors and visitors. However, Organizers and Co-organizer shall not be held responsible for any loss or theft of exhibits at the exhibition hall during the build-up, exhibition and dismantling period. Co-organizer shall also not be held responsible for any loss or damage to exhibits or any articles belonging to Exhibitors.

14. Fire Regulations

All materials used in the stands and exhibition constructions must be properly fire-proofed in accordance with local regulations. Exhibitors are liable to legal action, fine and compensation and indemnify Organizers and Co-organizer for any loss resulted if she fails to do so. Fire marshals will patrol the exhibition facilities and will be authorized to stop any demonstration that is potential fire hazards. Organizers and Co-organizer have the right, should circumstances necessitate and make changes in Exhibitor's stand in the interest of fire control.

15. Insurance, Liability and Risks

All Exhibitors shall insure, indemnify and hold Organizers, Co-organizer and the venue owners harmless in respect of all costs, claims, demands and expenses to which they may be subject as a result of loss of or injury arising to any persons howsoever caused while the said persons are upon or examining or passing the Stands during the tenancy of the Fair. The liability or risks of the employees, agents or exhibits shall be the responsibilities of Exhibitor.

16. Supplementary Clauses

Co-organizer reserves the right to interpret, alter and amend any of these Conditions. Whenever necessary, Co-organizer shall have the right to issue supplementary regulations in addition to those in Conditions to ensure the smooth management of the Fair. Any additional written regulations and/or instructions shall form part of these Conditions and they shall be binding on Exhibitors.

17. The failure to observe or breach of any clause herein by Organizers and Co-organizer shall not constitute agreement to modification of the agreement or a waiver of any subsequent breach of such clause.

18. Applicable Law

Any dispute, difference, or question which may arise at any time hereafter between Co-organizer and that Exhibitor touching on the true construction of these terms and conditions for participation or the rights and liabilities of the parties hereto shall be finally settled by arbitration in accordance with the Law of Hong Kong. The award of the above arbitration shall be final and binding upon both parties.