



2008 China International Bearing Industry Exhibition

2008 中国国际轴承及其专用装备展览会

September 23-26, 2008 Shanghai Everbright Convention & Exhibition Center

2008年9月23至26日 上海光大会展中心

Application and Contract Form 参展申请及合同书

Please complete and return to:

CBIA (Beijing) Exhibition Co., Ltd.
Room 612 Machinery Building, No. 248 Guang An Men Wai Street,
Xuanwu District, Beijing 100055, P.R.China
Tel: 8610-63317090, 63317099
Fax: 8610-63317080
E-mail: expo@cbia.com.cn

请将此表返回:

中轴协(北京)会展有限公司
北京市宣武区广安门外大街248号机械大厦612室
邮编: 100055
电话: 8610-63317090, 63317099
传真: 8610-63317080
电子邮件: expo@cbia.com.cn

Name of Exhibitor
参展商公司名称

English 英文

Chinese 中文

Address
地址

English 英文

Chinese 中文

Post Code
邮编

Contact
联系人

Position
职位

Telephone
电话

Fax
传真

E-mail
电子邮件

Web site
网址

Booth Options 展位选择

Raw Space
净地

Sq.m.
平方米

USD300 per sq.m. (minimum area 27 sq.m.)
每平方米300美元(租用面积不得少于27平方米)

Total Amount(USD)
金额(美元)

Shell Scheme
标准展位

Sq.m.
平方米

USD330 per sq.m. (minimum area 9 sq.m.)
每平方米330美元(租用面积不得少于9平方米)

Total Amount(USD)
金额(美元)

Shell Scheme including space, carpeting, walls on three sides, fascia boards in Chinese and English, 1 reception table, 1 discussion table, 4 chairs, 4 spotlights, 1 single phase (5A/220V) socket, 1 waste paper basket. Raw space is only space without any decoration.

标准展位包括场地、地毯、三面围板、中英文楣板、一个咨询台、一张洽谈桌、四把椅子、四盏射灯、一个单相(5A/220V)电源插座、一个纸篓。净地展位只有场地,无其它设施。

Type of Exhibits

展品种类

We accept the TERMS OF CONTRACT as printed overleaf and we undertake to pay the unit costs in accordance with the said terms of contract, namely 50% upon signing of the contract, and balance not later than 90 days prior to the official opening of the exhibition. Checks should be made in favor of **China Bearing Industry Association**, Industrial and Commercial Bank of China Beijing Lishilu Sub-branch, Account No. 0200003609014405308

本公司愿意遵守此参展合同背页的各项合同条款,并同意合同条款所订,于签署此参展合同时缴付参展费用的50%为订金,余款在展览会开幕前九十日缴付。收款单位名称:中国轴承工业协会,开户行:中国工商银行北京礼士路支行,帐号:0200003609014405308

Date
日期 _____ Signature & Company Chop/Stamp 签字及公司盖章

Confirmation of Contract (For CBIA use only) 合同确认 (CBIA 专用)

Booth Number
展台分配编号 _____ Area
面积 _____ Booth Type
展位种类 _____

Deposit received USD
已收订金 美元 _____

Date
日期 _____

CBIA (Beijing) Exhibition Co., Ltd.
中轴协(北京)会展有限公司

TERMS OF CONTRACT

合同条款

1. Terms of Reference 各项条款

Under these rules and regulations the term 'Exhibitor' shall include all employees, Servants and agents of any company partnership, firm of individual to whom space has been allocated for the purposes of exhibiting.

The term 'Exhibition' shall mean the exhibition referred to on the application and contract form.

The term 'Organizers' shall mean China Bearing Industry Association.

The term 'Contract' means the contract for exhibition space at the Exhibition entered into between the Organizers and the Exhibitor which incorporates the rules and regulations.

本合同中的“参展商”是指在展览中分配有展位的,以展示为目的的公司及其雇员、服务人员 and 任何公司或个人委派的代理商。

本合同中的“展览”是指在参展申请及参展合同中涉及的展览。

本合同中的“主办单位”是指中国轴承工业协会。

本合同中的“合同”是指主办单位与参展商签定的展位租赁合同,合同包括参展商应履行的各项规定和条款。

2. Application for Participation 参展申请

All application for participation shall be made on the prescribed application form. The application form shall be submitted to the Organizers or their authorized representatives. The submission of the form shall deem to be confirmation of participation and acceptance by the Exhibitor of the Terms of Contract. The Organizers shall reserve the right to accept or refuse any application without disclosing to the Exhibitor any reasons thereof.

所有参展申请均应按照指定的申请表格填写。申请表格应提交给主办单位或其授权代表。提交申请表格视为确认参展和接受本合同中规定的各项条款。主办单位保留接受或拒绝申请的权利并无需向参展商说明原因。

3. Allocation of Exhibition Space 展位的分配

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

主办单位将根据参展展品的特性或其他认为适宜的方式分配展位。在摊位搭建以前,如遇特殊情况,主办单位有权随时改变分配给参展商的展位,移动展览设施,或将展馆入口改为出口,以及进行其他结构调整。主办单位有权做出此种调整,参展商无权提出索赔。

4. Use of Exhibition Space 展位的使用

Exhibitors are entitled to exhibit only the announced products and to man the exhibits only with competent personnel during the opening hours of the Exhibition. The Organizers reserve the rights to refuse admittance to any visitor to the Exhibition or to have access to any stand. Exhibitors are not allowed to sub-let or assign the stand/s allotted to them to other parties either wholly or in part without the written consent of the Organizers. 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 the Organizers.

参展商只能展示申报的展品。在展会期间,参展商应委派有能力的人员管理展品。主办单位保留拒绝任何参观者进入展会或展场的权利。未经主办单位的书面同意,参展商不得以任何形式将其展位全部或部分指派、分配或转租给第三方。参展商对展厅端面或其他部位的损坏要负责。未经主办单位同意,参展商不得更改地面、天花板、展馆柱面或墙面。

5. Terms of Payment 付款条件

a. 50% of the charges payable by the Exhibitors under the Contract Form(Unit Cost) to be paid upon signing of the contract form.

b. The balance shall be paid not later than 90 days prior to the opening date of the exhibition.

c. In case of default of payment of the Exhibitor is entitled to claim interest at a rate of annually 20% for the full balance.

a. 参展商在签定参展合同后,支付合同费用的50%。

b. 剩余款项在开展前90天内付清。

c. 如果参展商拖欠支付费用,欠款部分将按20%的年利率收取利息。

6. Breach of Contract and Withdrawal by Exhibitor 参展商违约及退展

Without prejudice to the rights and remedies of the Organizers in respect of any breach of the Contract on the part of the Exhibitor, the organizers may at their discretion allow the Exhibitor to withdraw from the Exhibition subject to the following conditions:

a. The Exhibitor must give written notice to the Organizers that he desires to withdraw and if the organizers allow such withdrawal they will notify the Exhibitor of their decision in writing.

b. Any payment to the organizers will not be refunded.

c. Should the Exhibitor fail to observe or comply with any of the terms and conditions contained herein or if the Exhibitor shall fail to pay any of the unit costs at the time and in the manner aforesaid, then the organizers may thereupon by written notice given to the Exhibitor rescind the contract.

d. Upon the Organizers' exercising their right to rescind the contract under sub-clause(c) of this clause, they may but are not obliged to relet or otherwise deal with the Exhibition space contracted by the Exhibitor in default on such conditions as the Organizers shall deem fit. In the event the Organizers having elected to but not able to relet the said Exhibition space, the Exhibitor in default shall be liable to pay the entire unit costs to the Organizers as liquidated damages for the loss of rental.

由于参展商违约,为了保证不会对主办单位的利益造成任何损害,主办单位可依据下列条件允许参展商退展:

a. 参展商必须书面告知主办单位其退展的申请,若主办单位同意参展商退展,要将决定书面通知参展商;

b. 参展商已支付给主办单位的任何费用将不予退还;

c. 由于参展商未遵守本合同条款的规定,或未在上述规定的期限内支付场租费,主办单位将以书面形式通知参展商解除本合同;

d. 依据本条款的条款c.的规定,主办单位可行使其权力与参展商解除本合同。主办单位可以转租违约的参展商的展位,但不是必须转租这些展位,或者主办单位以它认为合适的方式来处理这些展位。如果这种情况发生时,主办单位决定转租这些展位,但又没能转租出去,违约的参展商将承担所有展位租金的损失。

7. Changes 变更

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

如遇意外情况,主办单位保留变更展会地点和展会时间的权力。如果展会地点和/或展会时间发生变更,只要在变更前一个月通知参展商则原参展协议仍然有效。如果展会地点和/或展会时间发生变更或展会取消,参展商无权就所预订的展位进行索赔。

8. Construction and Decoration of Stand 摊位的搭建和装修

Exhibitors will be allowed to decorate their unit as per schedule in Exhibitor's manual. Any damages caused by the exhibitor or his/its contractors to other Exhibitors or common property shall be the responsibility of the Exhibitor. All Exhibitors must complete their construction and decoration by the date and time stipulated by the Organizers.

根据参展商手册,参展商可以对其展位进行装饰。任何由参展商或其搭建商造成的对其他参展商或公共财的损害,参展商须承担全部责任。所有参展商必须在主办单位规定的日期和时间之前完成搭建和装修。

9. Movement of Exhibits 展品的运输

a. Exhibitors shall bear the responsibility and expenses for the transport of exhibits to the Exhibition venue.

b. Exhibitors shall make their own arrangement for storage and warehousing of their exhibits.

c. Exhibitors shall remove all exhibits from the Exhibition hall within the period stipulated by the Organizers and shall indemnify the Organizers against any loss by reason of the delay of damage to the Exhibition hall.

a. 参展商负责将展品运至展会地点并承担运费。

b. 参展商负责安排排展品的堆放和存储。

c. 参展商应在主办单位规定的期限内将展品从展览馆全部运走,否则由于延误造成的损失需向主办单位做出赔偿。

10. Failure of Services 展会失败

The organizers shall not be liable for any loss sustained by the Exhibitor directly or indirectly attributable to the cancellation, suspension or reduction of duration of the scheduled Exhibition from the period advertised or specified due to:

a. Force majeure.

b. Acts of war, military activity, and municipal statutory or civil authority requisition.

c. Fire, flood, typhoon, excessively inclement of weather, earthquake or a combination of the same.

d. damage caused by an aerial object or aircraft.

e. Strikes or lockouts by workmen.

If the Exhibition is cancelled, reduced, or postponed, then the unit costs or any part thereof paid to the Organizers may be refunded at the sole discretion of the organizers, but without prejudice to the Organizers' right to appropriate the entire sum or any part thereof for expenses they have already incurred for the Exhibition.

由于下列直接或间接的原因,致使展会被取消、暂停或缩短展期,从而给参展商带来损失,主办单位将不对参展商承担责任:

a. 不可抗力;

b. 战争行为、军事活动、地方性法规或民政部门的要求;

c. 火灾、水灾、台风、极端的恶劣天气、地震或这些自然灾害同时发生时;

d. 由于飞行物体或飞机造成的损失;

e. 工人的罢工或停工;

如果展会被取消、缩短展期或推迟举办,在不损害主办单位利益或不影响已发生的费用的前提下,主办单位有权决定向参展商退还已支付的全部或部分费用。

11. Security 安全

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

主办单位将对参展商和参观者采取安全预防措施,但是对于展会之前、展会期间和之后展品的丢失或被窃不承担任何责任。主办单位对参展商的展品或其他物品的损失或损坏也不承担任何责任。

12. Fire Regulations 防火规则

All Materials used in stands and exhibition constructions must be properly fire proofed in accordance with local regulations. Fire marshals will patrol the Exhibition facilities and will be authorized to stop any demonstrations that are potential fire hazards.

所有用于搭建展台和展位的材料必须符合当地法规的要求采用耐火材料。消防队长将巡视所有展览设施,并有权制止任何潜在的可引起火灾的行为。

13. Insurance, liability and Risks 保险、责任和风险

All exhibitors shall insure, indemnify and hold the Organizers 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 however caused while the said persons are upon or examining or passing the Exhibition stands, during the tenancy of the Exhibition. The liability of risks of the employees, agents or exhibits shall be the responsibilities of the Exhibitors.

在展会期间,为保证主办单位和展馆的展览成本、各种声明、需求和支出费用不受到损害,无论何种原因,所有参展商都要缴纳保险,对检查展位或经过展位的人员对主办单位和展馆造成损失或伤害,进行赔偿。参展商应对其工作人员、代理人或展品的风险承担责任。

14. Supplementary Clauses 补充条款

Whenever necessary, the Organizers shall have the right to issue supplementary regulations in addition to those in the Terms of Contract to ensure the smooth management of the Exhibition, Any additional written regulations and/or instructions shall form part of these Terms of Contract and they shall be binding on the Exhibitors.

如必要,主办单位为确保展会的顺利进行,有权制定补充规定作为本合同条款的补充。任何补充规定和/或条例都视同本合同的一部分,并对参展商具有约束力。

15. The failure to object to any breach of any clause herein by the Organizers shall not constitute agreement to modification of this agreement or a waiver of any subsequent breach of such clause.

若参展商对此合同的各项条款没有异议,主办单位将不再修订本合同;或者说当参展商违背了本合同的条款规定,将视同自动放弃本合同。

16. The construction of the terms of Contract herein will be governed by the laws of P.R.China

本合同条款适用于中华人民共和国法律。