



2011 International (Shenzhen) Metal Casting Show

2011 国际(深圳)铸业展

25 - 27.5.2011

中国深圳会展中心

Shenzhen Convention & Exhibition Center, China

承办单位填写 Event Manager's use only:

提交合同时间 Submission Date/Time: _____

选位编号 Booth Selection No.: _____

展位合同 EXHIBITING SPACE CONTRACT

公司名称 Company Name _____ 电话/手机 Tel/Mobile _____

通信地址 Address _____ 传真 Fax _____

邮政编码 Postal Code _____ 国家 Country _____ 电邮 Email _____

联系人 Contact Person _____ 职别 Position _____

展台租赁选项 RESERVATION SPECIFICATIONS

展位类型 Booth Type	会员/FDI往届展商价 Member & FDI Past Exhibitor Rate	非会员价 Non-member Rate	注意 Note:
标准展位 (每9平方米) Standard Booth (every 9sqm)	人民币 RMB 12,084 (含税Tax-included) 美金 USD 1,802 港币 HKD 13,886	人民币 RMB 14,565 (含税Tax-included) 美金 USD 2,137 港币 HKD 16,748	1. 标准展位另收取美金8元/港币60元/人民币50元(含税)之管理费(每9平方米计算)。 An extra of USD8/HKD60/RMB50 (tax-included) will be charged as management fee for a standard booth (every 9sqm).
光地展位 (每9平方米; 36平方米起订) Raw Space (every 9sqm, at least 36sqm for reservation)	人民币 RMB 10,600 (含税Tax-included) 美金 USD 1,585 港币 HKD 12,190	人民币 RMB 13,080 (含税Tax-included) 美金 USD 1,950 港币 HKD 15,030	2. 光地展位另收取美金16元/港币120元/人民币100元(含税)之管理费(每9平方米计算)。 An extra of USD16/HKD120/RMB100 (tax-included) will be charged as management fee for raw space (every 9sqm).
展位租金 Booth Rental	: 展位数量 No. of Booth	× 展位单价 Booth Unit Price	= 总展位租金 Total Booth Rental
管理费 Management Fee	: 展位数量 No. of Booth	× 管理费单价 Management Fee Unit Price	= 总管理费 Total Management Fee
			总金额 Total Amount _____

付款方式与重要日期 Payment Terms & Critical Dates

- 展位订金(30%)须于2010年12月10日前付清,即可参加2011年1月10日选位会议;余款(70%)须于2011年4月10日前付清。否则,须缴纳3%滞纳金,或被视为放弃参展,已付之订金将不获返还。To join the Booth Selection Meeting held on 10 January 2011, exhibitors are required to settle the booth rental deposit (30%) on or before the payment deadline i.e. 10 December 2010. Balance (70%) is required to be settled no later than 10 April 2011. Otherwise, an extra of 3% of booth rental fee should be charged as surcharge. Deposit will NOT be returned for any booth application withdrawal.
- 双层展位需缴纳附加费,费用为展位第二层面积之30%。For double-deck booth design, an extra of 30% of 2nd deck rental fee will be charged.
- 在付清展位费用后,由标准展位转为空地展位之更改将不获退回费用差额。Once payment is settled, the balance will NOT be returned when transferring from standard booth to raw space.

付款方式

Payment Mode

人民币RMB

美金或港币USD or HKD

账户名称 Account Name	北京摩奇营销软件技术开发有限公司广州分公司	摩奇创意有限公司 Magic Media Company Ltd.
银行名称 Bank Name	中国银行广州东山广场支行	香港上海汇丰银行有限公司 The Hong Kong and Shanghai Banking Corporation Limited
银行地址 Bank Address	广州先烈中路69号东山广场地下	香港湾仔皇后大道东185号合和中心 Hopewell Centre Office, 185 Queen's Road East, HK
账户号码 Account No.	821014058928091001	004-162-211999-838

本人在此确认为本合同公司授权之单位或员工代表,并代表公司签字以确认公司接受本合同的内容及细则。本人同时确认本合同公司愿遵守此合同内及背页有关展位之条文,愿意承担合同内之一切费用,并且愿意根据管理单位之安排,付清所有费用。取消合同必须征得管理单位同意。合同取消后,管理单位保留索要规定的违约赔偿(非罚金)的权利,参展商应支付到合同取消时为止的所有违约赔偿(并赔偿由此带来的损失)。请仔细阅读合同背面的内容。

I hereby declare to have read & accepted the 2011 IMCS Exhibition Terms & Conditions, including the cancellation & payment policy, that forms part of this contract.

客户签名及盖章 Authorized Signature _____ 日期 Date _____

主办单位签名及盖章 Signed by Show Organizer _____ 日期 Date _____

承办单位签名及盖章 Signed by Event Manager _____ 日期 Date _____

将此展位合同邮寄至承办单位 - e21摩奇创意 Please fax & courier this contract to the Event Manager - e21 MagicMedia:

广州办事处 Guangzhou Office

中国广州市先烈中路80号汇华商厦大厦10层1010室
Rm 1010, Cyber Port, No.80, Xianlie Zhong Road, Guangzhou, P.R.C
邮编 Postal code: 510070
电话 Tel: +86-20-3761 9100 ext. 812
传真 Fax: +86-20-3761 9011
电邮 Email: kathy.he@e21mm.com

香港办事处 Hong Kong Office

香港湾仔皇后大道东248号9楼904-907室
Rm 904-907, 9/F, 248 Queen's Road East, Wanchai, HK
电话 Tel: +852-2189 7378
传真 Fax: +852-2960 1830
电邮 Email: cathina.huen@e21mm.com

2011国际(深圳)铸业展览会条款及细则

2011MCS Exhibition Terms & Conditions (the "Contract")

1. 管理单位。此处所用“管理单位”一词与合同中阐明的该词涵义相同，或者指在展览会管理过程中代表“管理单位”的官员、委员会、代理人、员工或赞助单位。

Management. The word "Management" as used herein shall mean Management as specified in the contract or its officers or committees or agents or employees or sponsors acting for it in the management of the Exposition.

2. 合格的展品。管理单位具有完全的决定权，决断任一产品或展品是否符合条件。

Eligible Exhibits. Management reserves the right in its complete discretion to determine the eligibility of any product or display.

3. 承包商服务和信息。管理单位从参展商的利益出发，选择了若干公司作为官方承包商，为参展商提供各种服务。参展商应遵守当地工会与展览会机构或者与展览会管理单位雇用的授权承包商达成的相关规章制度。完整的服务信息包括：参展规定、细则以及有关展品运输、人工或者布展、撤展、电路配置、展位设备、清扫价格表，这些信息包含在《参展商服务手册》中，该手册将于展位确定后寄出。展会楼层还将设有参展商服务中心，以便根据参展商的要求提供服务。

Contractor Services and Information. Management has, in the best interest of the exhibitors, selected certain firms to serve as official contractors to provide various services to exhibitors. The exhibitor will abide by and comply with rules and regulations concerning local unions having agreement with the exposition facility or with authorized contractors employed by Show Management. Complete information, including exhibition rules, instructions, and schedule of prices regarding drayage, labor or erecting and dismantling, electrical work, furniture, cleaning, etc., will be included in the Exhibitor Services Manual, to be forwarded after space has been confirmed. An Exhibitor Service Center will be maintained on the exhibit floor to facilitate service requests from exhibitors.

4. 展台搭建和布置。展品的布置不能妨碍展览会的总体外观，也不能遮挡其他参展商的展品。在定制不符合规定的特殊展示前，应将计划以书面形式提交管理单位审批。对于所有线性展位（非岛形），展位前半部的侧壁高度不得超过4英尺。展位的后壁高度不得超过8英尺；背靠墙壁的展位除外，此类展位的后壁高度不得超过12英尺。不允许将未经表面加工的展台材料暴露于相邻展位。

Booth Construction and Arrangement. Exhibits shall be so arranged as not to obstruct the general view, nor hide the exhibits of others. Plans for specially built displays not in accordance with regulations are to be submitted to Management for approval in writing before construction is ordered. For all linear booths (non-island), any side walls constructed are limited to a 4 ft. height in the front 1/2 of the booth. The booth's back wall may not exceed a height of 8 ft., with the exception of those standing freely against a wall, which may go up to 12 ft. No display material exposing an unfinished surface to neighboring booths will be permitted.

5. 展示和安装的拆除。如果参展商未能在其展位安装其产品或者未能在规定时间缴纳展位租金，展览会管理单位将有权收回该展位，并在其认为合适的条件和情况下将该展位或者其中部分展位出租给其认为合适的单位。任何参展商在未征得展览会管理单位同意并获得书面批准前，无权在展览会结束前将展品打包或者移除展品。

Display and Installation Removal. In the event the exhibitor fails to install his or her products in his or her exhibit space or fails to pay the space rental at the time specified, Show Management shall have the right to take possession of said space and lease same or any part thereof to such parties and upon such terms and conditions as it may deem proper. No exhibitor shall have the right prior to closing of the Exposition to pack or remove articles on exhibit without permission from and approval in writing from Show Management.

6. 展位使用。参展商在未得到管理单位的书面同意前，不得将分派得的展位转让或者转租给他人，或者对其经过正当商业渠道生产或出售的产品之外的商品进行展示或宣传。

Use of Exhibit Space. Exhibitors may not assign or sublet any space allotted to them without written consent of Management or to display or advertise goods other than those manufactured or carried by them in the regular course of business.

7. 参展商代表。每个参展商必须指定至少一名代表，负责联系展品的安装、操作和移除。必要时，该代表应有权签定此类服务合同，并且参展商要对其负责。

Exhibitor Representative. Each exhibitor must name at least one person to be its representative in connection with the installation, operation, and removal of the exhibit. Such representative shall be authorized to enter into such service contracts as may be necessary and for which the exhibitor shall be responsible.

8. 限制。管理单位具有唯一的决断权，可限制或驱逐由于噪声、刺眼或闪烁的灯光、不当的操作方法或其他任何原因给他人造成不快的人、物品或者展品，也有权禁止或驱逐在管理单位看来损害展览会总体声誉的展出活动。如果发生了此类限制和驱逐行为，管理单位不必退还参展商之前支付的任何钱款。展示活动的安排应使观看的人群限于参展商的展位内，不得阻碍过道或邻近的展出。任何形式的竞赛均须事先获得管理单位的书面批准。参展商同意授权管理单位使用展览会上拍摄的照片，供以后进行展览会宣传之用。

Restrictions. Management reserves the right in its sole discretion to restrict or remove persons, things, or exhibits which are objectionable for any reason including noise, glaring or flashing lights, method of operation, or any other reason, and also to prohibit or evict any exhibit which, in the opinion of Management, may detract from the general character of the exhibition. In the event of such restriction or eviction, Management is not liable for any refund of any amount paid hereunder. Demonstrations must be so located that crowds collected will be within the exhibitor's space and not blocking aisle or neighboring exhibits. Contests of any kind must be first approved in writing by Management. The exhibitor agrees to grant Management the right to use photographs taken at the Exposition in future promotion of the exhibit.

9. 入场。管理单位在任何时候均具有对准许进入展览会政策的唯一控制权。

Attendance. Management shall have sole control over admission policies at all times.

10. 参展商活动。参展商承诺在展览会之前、期间或者之后决不开展或进行任何与会议和展览的正式议程冲突的活动，包括但不限于：招待会、讨论会、座谈会和招待活动，无论是在酒店和/或展览会现场还是以外，除非获得管理单位的书面批准。参展商应在展出日期的30天前将在其展位内进行或者与其展览一同举行的活动计划就时间和地点问题提交管理单位书面审批。任何形式的宣传材料和参展商出版物的分发均限于参展商的展位内进行。参展商的展品或产品不得伸入过道中。

Exhibitor Activities. Exhibitor agrees not to schedule or conduct any pre-, during or post-outside activity including, but not limited to, receptions, seminars, symposiums, and hospitality suites that are in conflict with the official program of the Conference and Exposition, whether such activities are held at or away from the Hotel and/or Exposition Facility, except with written approval of Management. Exhibitor will submit to Management 30 days prior to the Exhibit Date any program exhibitor intends to hold at or in conjunction with its exhibit for written approval as to time and place. Distribution of advertising material and exhibitor publications of any sort shall be restricted to the exhibitor's booth. Exhibitor's exhibit or product may not extend into any aisle.

11. 责任。如果参展商未能遵守此协议条款的任一方面，管理单位将有权在不通知参展商的情况下将上述展位提供给其他参展商，或者以任何其他形式进行使用，但是这并不影响参展商支付合同中规定的全额金额的责任。

Responsibility. If the exhibitor fails to comply in any respect with the terms of this agreement, Management shall have the right, without notice to the exhibitor, to offer said space to another exhibitor, or to use said space in any other manner, but this shall not be construed as affecting the responsibility of the exhibitor to pay the full amount specified by the contract.

12. 遵守规章。参展商有责任遵守涉及火灾、安全和健康问题的当地、州和联邦政府机构的所有相关条例、规则和法令，以及展览会举办地的经营者和/或所有者的规章制度。必须严格遵守香港特区政府的规定。布置装饰品必须为防火材料制成。接线线路必须符合消防部门和保安守的规定。任何情况下，任何设备或展出物品的重量不得超过展厅楼板的最大负荷。对于因有意或其他原因未能按照最大负荷规定分散其展出物品重量而导致的财产或人身的损失或伤害，参展商独自承担全部责任。

Compliance. The exhibitor assumes all responsibility for compliance with all pertinent ordinances, regulations, and codes of duly authorized local, state, and federal governing bodies concerning fire, safety, and health, together with the rules and regulations of the operators and/or owners of the property wherein the exhibit is held. The laws of Hong Kong SAR must be strictly observed. Cloth decorations must be flameproof. Wiring must comply with fire department and underwriters' rules. Under no circumstances may the weight of any equipment or exhibit material exceed the hall's maximum floor load. Exhibitor accepts full and sole responsibility for any injury or damage to property or persons resulting from failure, knowingly or otherwise, to distribute the load of his exhibit material in conformity with the maximum load specifications.

13. 债务。管理单位、和/或展览会机构及其代理人、员工对于参展商及其员工或代表的财产损失、失窃和损坏不承担任何责任。此外，对于无论是由于参展商或其代理人使用还是占用展位而于协议期间导致的人身或财产的损坏或伤害，管理单位、和/或展览会机构将不承担责任，而应由参展商进行赔偿，并保证管理单位、酒店和/或展览会机构不受债务的损害。如果参展商的物品未能到达，则参展商承担由此产生的所有费用。建议参展商办理包含展出物品损坏和丢失的特殊保险以及人身和其他人财产损失的公共责任险。参展商对于其自身及其代理人或员工的任何行为或疏忽导致的管理单位、展览会机构，或者其他个人、展品或物品的任何损失承担责任。参展商承诺在参展商官方目录的名单及其他任何促销资料上出现任何错误或疏忽时管理单位将不承担责任。展览会管理单位保留由于展厅面积重新规划而在不事先告知的情况下移动参展商的展位的权利。

Liability. Management, and/or Exposition Facility, its agents, or employees shall not be responsible for any loss, theft, or damage to the property of the exhibitor, his or her employees or representatives. Further, Management and/or Exposition Facility will not be liable for and the exhibitor shall indemnify and hold harmless Management, the hotel and/or Exposition Facility from all liability which might ensue from damage or injury to persons or property during the term of this agreement from any cause whatsoever by reason of the use or occupancy of the exhibit space by the exhibitor or his or her assigns. If the exhibitor's material fails to arrive, the exhibitor is nevertheless responsible for all amounts due hereunder. Exhibitors are advised to carry special insurance to cover exhibit material against damage and loss and public liability insurance against injury to the persons and property of others. Exhibitor is liable for any damage caused to Management, the Exposition Facility, or any other person, exhibit or thing caused by any act or omission of the exhibitor, its agents, or employees. The exhibitor agrees that Management shall not be responsible in the event of any error or omission in the listings in the Exhibitor's Official Directory and in any promotional material. Show Management reserves the right, without prior notice, to move an exhibitor's booth(s) to conform to floor plan reconfigurations.

14. 付款和取消政策。参展商必须在2010年12月10日向管理单位交纳合同金额的百分之三十作为押金，否则展位预定将被取消。在管理单位确认展位前，不构成最终合同。余额应在2011年4月10日之前支付。如果参展商未能按时付款，则管理单位可以在不另行通知的情况下取消其展位，并可以重新分配该参展商的展位。如欲取消参展，参展商应于开展前6个月以书面取消通知通过挂号信件或保证信件寄给管理单位。任何由于未按规定付款或取消合同而进行的展位重新分派均不影响管理单位索取规定的违约赔偿的权利，也不影响参展商支付以上费用的责任。

Payment and Cancellation Policy. Thirty percent of the booth rental fee stated in the contract must be received by Management by 10 December 2010 or the tentative space reservation will be invalid. No contract is final until space is confirmed by Management. The balance should be settled by 10 April 2011. If payments are not made on schedule, Management may cancel exhibitor's right to exhibit without further notice, and may reassign exhibitor's space. Cancellation in writing must be received by Management via registered or certified mail 6 months prior to the show. Any reassignment of space on failure to pay or cancellation shall not affect Management's right to liquidated damages or the exhibitor's liability for the amounts set forth above.

15. 取消或终止展览会。根据管理单位的判断，当用于举行展览会的建筑物不适用于展览会举行或者无法使用，或者由于游行示威、罢工、禁运、禁令、战争、不可抗力、火灾或者由政府机构宣布的紧急状态或者由于中华人民共和国的法律或法规或者由于任何其他超出管理单位控制能力的事件的发生而受到严重干扰，管理单位可以取消或终止展览会。因上述原因取消或终止展览会时，参展商放弃任何和所有的向管理单位进行损失或费用索赔的要求，并且同意偿还全部债务，放弃对管理单位的所有索赔要求，即放弃对所有参展商支付的总金额减去管理单位的所有成本和费用，包括用于将来索赔的储备金以及相关费用后剩余的金额按照参展商所占比例分得的部分的索赔要求。如果管理单位由于任何原因决定取消或终止展览会，参展商放弃所有可能的向管理单位进行损失或费用索赔的要求，并且接受全部债务清偿结果，放弃对管理单位的所有索赔要求，即放弃根据协议支付给管理单位的全额的退款要求。

Cancellation or Termination of Exposition. In the event that the premises where the Exposition is to be held shall, in the sole determination of Management, become unfit or unavailable for occupancy, or shall be substantially interfered with by reason of picketing, strike, embargo, injunction, act of war, act of God, fire or state of emergency declared by any government agency or by reason of Government of People Republic of China or regulation or by any reason of any other occurrence beyond the control of Management, Management may cancel or terminate the Exposition. In the event of such cancellation or termination, the exhibitor waives any and all claims the exhibitor might have against Management for damages or expenses and agrees to accept in complete settlement and discharge of all claims against Management the exhibitor's pro rata share of the total amount paid by all exhibitors less all costs and expenses incurred by Management in connection with the Exposition including a reserve for future claims and expenses in connection therewith. In case Management shall for any reason determine to cancel or terminate the Exposition, the exhibitor waives all claims the exhibitor might have against Management for damages or expenses and agrees to accept in complete satisfaction and discharge of all claims against Management a refund of all amounts paid by the exhibitor to Management in accordance with this agreement.

16. 音乐播放。参展商承认在其展位内播放任何实况或录音的拥有版权的音乐必须得到版权所有者或代理人的许可。参展商对于获取必要的许可承担全部责任，并且同意赔偿香港压铸及铸造业总会由于参展商未能获得此类许可而遭受的任何损失或费用，并保证香港压铸及铸造业总会不受损害。

Performance of Music. The exhibitor acknowledges that any live or recorded performances of copyrighted music which occur in the exhibitor's booth must be licensed from the appropriate copyright owner or agent. The exhibitor undertakes full responsibility for obtaining any necessary licenses and agrees to indemnify and hold Hong Kong Diecasting and Foundry Association harmless from any damages or expenses incurred by Hong Kong Diecasting and Foundry Association due to the exhibitor's failure to obtain such licenses.

17. 争议解决。当参展商与官方承包商、或者参展商与工会或工代表、或者两个或多个参展商之间发生争议或者发生争执时，参展商应该遵守管理单位出于解决争议或意见不合的目的而对于管理争议或意见不合所涉及之展览会、行为或者决定之规定作出的所有解释。

Resolution of Disputes. In the event of a dispute or disagreement between exhibitor and an official contractor, or between exhibitor and a labor union or a labor union representative, or between two or more exhibitors; all interpretations by Management of the rules governing the Exposition, action, or decisions concerning the dispute or disagreement intended to resolve the dispute or disagreement shall be binding on the exhibitor.

18. 规则的修正和协议。上述规则中未明确规定的任何内容应完全以管理单位的决定为依据进行解释。每个参展商有义务阅读并遵守《参展商服务手册》中的所有规章制度。每个参展商都应该对该手册和该文件中的所有规定承担全部责任。

Amendment and Agreement to the Rules. Any matters not specifically covered by the preceding rules shall be subject solely to the decision of Management. It is each exhibitor's responsibility to read and comply with all rules and regulations stated in the Exhibitor Services Manual. Each exhibitor will be fully responsible for all rules stated in the manual and this document.

19. 仲裁。由本合同、与本合同相关或者与承租方租用展位相关的事宜引起的任何争议或索赔要求均应根据香港特区政府的规定进行仲裁。

Arbitration. Any controversy or claim arising out of or relating to this contract or the use by licensee of the leased premises shall be settled by arbitration in accordance with the laws of Hong Kong SAR.