



Smart City Expo 2016
@Mobile World Congress Shanghai
2016 国际智慧城市博览会·上海浦东
@世界移动大会·上海
Jun. 29th – Jul. 1st, 2016
2016 年 6 月 29 日 — 7 月 1 日
Shanghai New International Expo Center
上海新国际博览中心

Exhibitor Exhibition Form
展位申请表

此合约由上海慧都展览有限公司与以下参展商共同签署。

This contract is hereby made between Shanghai Wistropolitan Exhibition CO., LTD. and the exhibitor as named below for this exhibition.

展商资料 (Exhibitor Information)

Company Name In Chinese (公司中文名称): _____

Company Name In English (公司英文名称): _____

Company Address (公司地址): _____

Mailing Address (发票邮寄地址): _____

City (城市): _____ Postal Code (邮编): _____ Country (国家): _____

Contact person (联系人): _____ 职务(Position) _____

Tel (电话): _____ Fax (传真): _____

Email (电子邮件): _____ Website (网址): _____

展位类型申请 (具体展位位置将由主办单位划分)

Stand Space Application (Space allocation will be assigned by the organizers)

(Please choose either option 1 or option 2) (请选择选项 1 或选项 2)

Option 1(选项 1):

Raw Space (minimum 36 sqm) 光地 (36 平方米起租)

Price(价格): 国内展商(Chinese Exhibitor): RMB 2500 /sqm 人民币 2500 元/平方米

Price(价格): 国际展商(International Exhibitor): Euro 535 /sqm 535 欧元/平方米

面宽(W): _____ 进深(D): _____

Total Area (总面积): _____ **sqm(平方米)** **Total Cost (总价格):** _____

Option 2(选项 2):

Shell scheme (minimum 9 sqm) 标准展位 (9 平方米起租)

Price(价格): 国内展商(Chinese Exhibitor): RMB 25000/展位 人民币 25000 元/展位

Price(价格): 国际展商(International Exhibitor): Euro 5350/展位 5350 欧元/展位

Special request 特殊要求: _____

Total Area (总面积): _____ **sqm(平方米)** **Total Cost (总价格):** _____

展商承诺 (Exhibitor Agreement)

Exhibitor Agreement

Agreement 1: To all the exhibits on display, we either own the intellectual property rights, or have the authorization or permission for exhibition from the owner of the intellectual property rights, which have no infringement activity involved. Otherwise, we will remove the infringed exhibits from display immediately, cooperate with the organizer and related legal agency on investigation and will not use this reason to request back any participation fee.

Agreement 2: The corporate name is legally registered, valid and effective. We will not attend the exhibition with other corporate name or transfer the booth without the authorization from the show organizer. And the displaying exhibits will be in the accordance with the exhibits category of the show.

Remarks: Any illegally registered corporate or any booth transfer without the organizer's permission is strictly forbidden by the show organizer. The organizer reserves the right to reject any unregistered exhibitors or co-exhibitors to attend the exhibition, as well as exhibitors with exhibits not in accordance with show exhibits category. (More details referred in 'Rules & Regulations of exhibitors')

承诺 1: 我们对展出产品拥有自主知识产权或经知识产权人的授权许可，不存在侵权行为。如确属侵权，我们将撤出展品，配合主办方和相关法律机构的调查，并不以展品被撤为由要求退还展位费。

承诺 2: 我们的公司名称经合法注册，真实有效。未经组织单位同意，我们不以其他公司名义参展，也不转让展台。我们只以符合展会要求的展品参展。

注: 组织单位禁止非合法注册的展商参展，禁止未经许可的展台转让，并有权拒绝未经登记的参展商或分展商参展，拒绝不符合展会要求的展品进入展会。详见参展条款之规定。

展商申明 (Exhibitor State)

We agree that this application, when approved by the organizer, shall constitute, together with the Terms & Conditions for Participation annexed hereto, and any additions which may be made pursuant to the said Terms & Conditions, a valid and legally binding contract. We have read and agreed fully to the Terms & Conditions for Participation.

我方同意这份参展申请，在主办单位的同意之下，与随附条款，以及依据随附条款所制定的任何附件一起，构成一合法及有效的合约。我方经阅读及同意“参展条款”。

Signature (签字)

Date (日期)

Company Stamp / Chop (公司盖章)

Please return application form, duly signed and stamped to(请将申请表签名盖章后邮件回传至):

Shanghai Wistropolitan Exhibition CO., LTD. 上海慧都展览有限公司

Room D, 11F Zhi Yuan Building, No. 768 Xietu Rd., Shanghai 上海市斜土路 768 号致远大厦 11 楼 D 座

Postal Code 邮编: 200023

Tel 电话: +86-21-63333578

E-mail 邮箱: sc@smartcity-mwcs.com

Please transfer the payment to the following account 请将款项汇至以下账户:

Bank 开户行: China Construcion Bank, Anshun Rd. Branch 建设银行安顺路支行

Account Name 户名: Shanghai Wistropolitan Exhibition CO., LTD. 上海慧都展览有限公司

Account No. 账号: 31050174420000000048

参展条款

1. 定义

“展会”是指将于2016年6月29日至7月1日在上海新国际博览中心举行的国际智慧城市博览会·上海浦东。

“参展商”是指所有在本届展会中，获得主办单位所分配的一定空间并展出其产品或服务的个人、公司或其他组织。

“联合参展商”是指在特定参展商的展位展出自己产品或服务的个人、公司或其他组织。

主办单位或参展商在本参展条款中均可单独被称为“一方”，合称为“双方”。

2. 参展申请及接受

所有参展申请都应通过提交申请表提出。除非由主办方另行更改期限，所有有意参展的公司、组织或个人应在2016年5月31日之前向主办单位提交经签署的申请表。参展商一旦提交参展申请表，即视为其向主办单位发出的参展要约。参展商的所有展品必须至少属于展会的展品目录中的一项，否则不得在展会中公开展出。参展商提交申请表即表示其已提出参展请求并且完全接受本参展条款中的规定。一旦主办单位同意参展商的申请，本参展条款即生效成为对参展商及主办单位具有约束力的合同。

3. 付款

- 随交回参展申请表并与主办单位正式签定合同后7日内支付50%的参展总费用。
- 余款务必在2016年5月31日前付清。
- 如在以上规定日期之后才提出申请，则应随交回的合同支付全部费用。

无视付款规定日期，随交回合同拖欠定金款项的展商(a)，主办单位有权对其参展申请表及合同作自动取消处理；主办单位有权在规定的日期之前提醒拖欠余款的展商(b)，此类展商不得以任何理由拒绝付款；否则，主办单位有权取消其展位。

4. 取消展览场地

在临近展会之际，参展商不允许任意取消、选择或减少已定展位。但参展商如有特殊情况，主办单位可根据不同情况予以不同程度的处理，参展商需负担：

离展会时间	主办单位不予退还的费用
a) 展会前三个月及以上	50%的参展总费用
b) 展会前三个月及以内	100%的参展总费用

这一收费标准将从主办单位收到参展商的信函或传真的书面通知之日起计算；除此以外，参展商还将负担主办单位为其所花的任何具体费用。这些条款在任何情况下均不得更改。

5. 音量噪音控制

参展商在展馆内播放或产生的任何音量不得超过70分贝，以确保展览会在专业、不受干扰的气氛中顺利进行。如果参展商拒绝遵守本条约定，主办单位将保留采取相应措施的权利。

6. 展台搭建和设计

自行设计、搭建展台的展商，如有额外对设计、搭建展台的服务需求，可与大会指定承建商联系以要求提供展台家具、装修、维修及基础设施等服务。展台的设计和施工应符合由主办单位制定的展台搭建指南中的规定。展台搭建不得有破坏展馆任何一处之情况发生；如有类似破坏，由展商负责向主办单位赔偿。

7. 展品运输

- 参展商应对其展品至展馆的运输及费用负责。
- 在将展品运至展馆前，参展商需自行安排展品的储藏室或货仓。
- 参展商应在展会开幕前至少十天向主办单位提交展品名称及数量清单。
- 在展会闭幕之前，参展商不得将任何展品移出展馆外。
- 因展品运输或移动导致展馆任何部分损坏，参展商应负责向主办单位赔偿。
- 展品在展馆内的运输和移动必须由主办单位指定的供应商完成。

8. 布展、人员配备以及撤展

参展商必须遵守主办单位指定的布展和撤展时间。在规定搭建时间最后一天之前还没有使用的展览场地将由主办方任意处置。得到许可参加展览会的参展商有参加本次展览会的义务。在展会规定开放时间内，展台必须始终配备合适的人员。参展商应特别重视保证在展览开放期间，展台已经配备充足人员。在展会结束之前参展商无权移走展品或者拆除展台。如果参展商违反此规定，主办方将有权要求其支付5,000元人民币的赔偿金。

在展会开幕期间，如果任何参展商配备了不合格的人员，或者展出了不完整或没有得到许可的展品，或者在展会结束前撤出或者清除展台，或者违反了其它参展条款规定，主办方将有权禁止其参加以后由主办方举办的展览会。

9. 管理费和超时费

对于在上海新国际博览中心内进行展台施工，上海新国际博览中心将收取一定的管理费。该费用将由展台施工方支付。若参展商希望在正常工作以外使用上海新国际博览中心，应当提前通知上海新国际博览中心，并支付超时费。管理费和超时费的标准应当以上海新国际博览中心的收费价目表为准。

10. 安全与保险

为增加参展商与搭建商使用或搭建光地展位的抗风险能力以及确保现场施工人员的安全保障，每个特装展位必须事前购买展览会责任保险后，方可办理有关审图、缴押金、报电、订水、及通讯设备租赁等入场手续。另建议各展商事先为展品和其它贵重物品（参照上海市展（博）览会场馆安全防范管理规定）以及雇员购买保险。在使用租借物品时，请注意归还时保证物品无损。主办单位将尽力做好安全保卫工作，但对展品遗失或损坏一概不负责任。

11. 参展商、主办单位及展馆的安全责任

若因参展商自身或其联合参展商、代表人、工作人员、代理机构、承包商和参展观众的行为或疏忽导致任何后果，参展商应保证主办单位及其负责人、授权代表、管理人员、公司员工、代理商及其他代理人不因此遭受任何损失，若前述人员因此而承担任何费用、责任、损失或遭到起诉或索赔，参展商应承担全部赔偿责任。如主办单位提出要求，参展商应向主办单位提供参展商已进行充分投保的证明。主办单位在任何情况下均不应对其无法控制的因素而导致的损失（包括参展商由此而遭受的利润损失）承担任何赔偿责任，即使由于该等因素已导致在展会场地无法正常施工、搭建、完工、改造或撤展；展会被全部或部分取消、变更；或本参展条款被全部或部分变更。

参展商及其搭建商等人员严格按照展馆关于展厅内外的各项操作和使用规定作业，自觉服从展馆有关工作人员对装修过程的检查和监督。施工期间严格遵守展馆的各项安全、防火管理制度，如有违反将承担及因此产生后果的全部责任。

在本参展条款有效期内，参展商应对其展品、展台及家具设备的安全性负全部责任，主办单位及其负责人、授权代表、管理人员、公司员工、代理商及其他代理人不应由此导致的人身或财产损失承担任何责任。

12. 展馆损害

参展商应对展馆或展馆内的一切装修、设备或其他财产的完好尽最大注意义务，并保证不对该等财产造成任何损害。若由于参展商自身或其联合参展商、代表人、工作人员、代理机构、承包商和其他由于参展商原因而使用展馆的人的行为或疏忽导致展馆或其财产遭受任何损害，参展商应负责恢复原样并赔偿损失。如果主办单位要求，参展商应为展馆内的相关财产办理保险，并将相关保单交付给主办单位。

13. 对主办单位/管理方的赔偿

在任何情况下，主办单位都不应对由参展商或与参展商相关的人员导致的财产、物品、展品的损害、失窃、损失承担任何责任。参展商应就主办方或其员工、代理机构和管理人员由此遭受的损失承担全部赔偿责任。仲裁裁决是终局的，对双方当事人均有约束力。

14. 遵守法律

参展条款及条件应受中华人民共和国法律解释并管辖。参展商必须无条件遵守现行及将来实施的与本条款及条件履行有关的、由主办单位制定发布的或与展会举办相关的合同有关的所有法律法规以及规章制度。凡因本合同引起的或与本合同有关的任何争议，均应提交仲裁委员会按照该会仲裁规则进行仲裁。仲裁裁决是终局的，对双方当事人均有约束力。

15. 补充条款

为了保证展会的顺利进行，主办单位有权在必要的时候签发本条款及条件的补充规定。该等补充规定一旦由参展商同意并签署，即对主办单位和参展商产生约束力。

如果参展商未及时同意并签署任何主办发发出的补充规定，主办方有权立即终止本参展条款及条件，并取消参展商参加展会的资格。

16. 违反“参展条款”

参展商如有违反“参展条款”或将制订的辅助条款中的任何内容，视情节轻重，主办单位将有权取消参展商参展资格。参展商将无权要求主办单位赔偿任何损失、开支，或退还已支付的款项，并且参展商仍应支付本参展条款及条件项下的全部费用。

17. 不可抗力

如果主办单位由于不可抗力或其他无法克服的因素（如停电）而被迫推迟展会举办时间，参展商无权取消参展或向主办单位主张任何违约责任，尤其是赔偿责任。如果主办单位由于不可抗力或其他无法克服的因素而取消举办展会，主办单位不因此而向参展商赔偿任何损失。

18. 条款独立性

如果参展条款中或者技术指南中规定的条款在法律上无效或者不完整，其它条款或相关合同的有效性将不受影响。在这种情况下，合同双方有义务更换失效的条款和/或补足相关条款，最大可能地使得合同双方实现其追求的经济目的。

如本条款及条件的中英文文本有任何不一致之处，应以英文文本为准。

TERMS & CONDITIONS FOR PARTICIPATION

1. Definition

"Exhibition" shall mean the event, Smart City Expo 2016, which will take place from Jun. 29th – Jul. 1st 2016, at Shanghai New International Expo Center, China.

"Exhibitor" shall mean any person, firm or organization allocated a space by the Organizers in the above-said exhibition, and exhibiting its own products or services at such space.

"Co-exhibitor" shall mean any person, firm or organization exhibiting its own products or services at the stand space of an Exhibitor.

The Organizer and the Exhibitor may be respectively referred to as a "Party" and collectively referred to as the "Parties" under this Terms & Conditions for Participation.

1. Application of participation & acceptance

All applications for participation shall be made on the Application form overleaf.

Each company, association, person intending to participate in the exhibition, should apply by presenting signed Registration form to the Organizer before May 31st, 2016. Exceptions to the application deadline will be taken by the organizer according to its own discretion. With the application, exhibitors express to the organizer their contractual offer in taking part in the event as exhibitor. All exhibits must belong to one of the products categories of the Exhibition. Exhibits not belonging to the products categories are not admitted.

2. Terms of payment

- A non-refundable deposit of 50% of total stand rental as well as the co-exhibitors fee charges within 1 week once the stand location is confirmed.
- The balance shall be paid before May 31st, 2016.
- For other additional services, payments must be made in full, in advance, when placing orders for services.
- Payment by the stipulated date is a prerequisite condition for the Exhibitor's participation in the exhibition and use of the stand. In the event of default of payment by the stipulated date in (a), the Exhibitor's application shall be deemed to be cancelled and the 50% deposit forfeited; and (b), the Organizer shall reserve the right to claim all payment due from the defaulting Exhibitor. The Exhibitor shall not be entitled to any form of compensation whatsoever, whether for loss of profits or otherwise.

3. Withdrawal

The Exhibitor will not be permitted to withdraw from, cancel, alter or reduce in any way their booking of the exhibition. However, the Organizer may consider special cases and in their sole discretion grant partial refunds according to how many months/weeks prior to the start of the exhibition that the proposed withdrawal or charge is made known to the Organizer in writing.

Months prior to start of exhibition	Cancellation Fee
a) More than 3 months	50%
b) Within 3 months	100%

Besides the above fees, the Exhibitor shall also be liable for any expenses incurred to the Organizer for its cancellation of participation.

4. Volume Control

Exhibitors should control the volume inside the exhibition hall under 70 db to maintain a good environment. The organizer reserves the right to take any necessary action against an exhibitor refusing to comply with this rule.

5. Stand fitting and design

The individual design of the stand, if in excess of the services indicated in the offer, is the concern of each individual Exhibitor who shall apply with the official contractor for furniture, fittings, fixtures and utilities. The nature of the design and construction of the stand shall, however, be subjected to the construction guidelines set by the Organizer. In the event any part of the exhibition venue is damaged due to construction of the stand, the Exhibitor shall be liable for all losses incurred to the Organizer.

6. Movement of exhibits

- The Exhibitor shall bear the responsibility and expenses for transport of exhibits to the exhibition venue.
- The Exhibitor shall make their own arrangements for the storage and warehousing of the exhibits.
- The Exhibitor shall submit a list of exhibits to the Organizer at least ten days prior to the start of the exhibition.
- No exhibits or other goods will be permitted to leave the exhibition venue before the end of the exhibition.
- The Exhibitor shall indemnify the Organizer against any losses or damages due to delay or damage to the exhibition venue.
- The on-site freight forwarding must be done by the official freight forwarder appointed by the Organizer

8. Set-up, staffing and dismantling of stand

The dates for stand set-up and dismantling as specified by the Organizer must be strictly observed. Stands not occupied by the last day of the set-up period may be disposed of as the Organizer sees fit. Exhibitors admitted to the fair undertake to participate in the event. The stand must be properly equipped and staffed by qualified personnel throughout the trade fair during the prescribed opening hours. Particular attention should be paid to ensuring that the stand is already fully staffed when the trade fair opens. Exhibitors are not permitted to remove trade fair goods or dismantle their stands before the trade fair closes. If exhibitors break this rule, the Organizer is entitled to demand a penalty of 5,000RMB.

The Organizer is entitled to exclude from future trade fairs any exhibitor whose stand is staffed by insufficiently qualified personnel during the trade fair's opening hours, who exhibits an incomplete range of goods or goods not admitted to the trade fair, who vacates or clears his stand before the end of the trade fair.

All exhibition areas must be handed over to the Organizer in their original condition by the stipulated date for completion of dismantling. At the end of the exhibition, exhibitors must remove from the stand all materials for fitting the stand and for exhibition without damaging any original property or equipments in the exhibition venue.

9. Management fee and overtime fee

The management of the expo-center charges a management fee for stand constructions within the expo-center. This management fee shall be paid by the contracted stand constructors. In case exhibitors wish to use the leased area beyond basic daily hour, exhibitors must inform the expo-center in advance and pay overtime fee. The above management fee and overtime fee may be charged by the expo-center in accordance with the price list of the center.

10. Exhibits' security & insurance

To reduce the contractor and exhibitors' liability risk and ensure the construction site security, every raw space booth exhibitor must purchase the exhibition liability insurance before applying for booth drawing inspection, electricity power service and so on. After the exhibitor purchased the insurance and this is been approved by the Shanghai Renxin Insurance Broker Co., Ltd., then the exhibitor could apply for booth drawing inspection, electricity power service and so on.

Exhibitors must have adequate insurance coverage against any and all eventuality throughout the entire exhibition for their personnel, equipment, third party liability claims, and movement of equipment in and out of exhibition halls.

11. Exhibitors, organizers, venue's security duties and responsibilities

The Exhibitor shall indemnify and hold the Organizer, its directors, trustees, officers, employees, agents and representatives, harmless with respect to all costs, claims, liabilities, losses, demands, proceedings and expenses to which the Organizer, its directors, trustees, officers, employees, agents and representatives may in any way be subjected caused as a result of any act of omission of the Exhibitor, co-exhibitor, representatives, employees, agents, contractors or invitees. If the Organizer so demands, the Exhibitor shall provide proof to the Organizer that the Exhibitor has adequate insurance coverage. The Organizer shall not in any event be held responsible for any loss or damages whatsoever (including loss of profits suffered by the exhibitor) as a result of any restrictions or conditions which prevent construction, erection, completion, alteration or dismantling, or for the failure of any service normally provided at the listed exhibition ground, for the cancellation or part-time opening of the exhibition either as a whole or in part, or for amendments or alterations to all or any of the 'Terms & Conditions for Participation' caused by any circumstance not within the Organizer control.

Exhibitors shall comply with all the rules and regulations imposed or laid down by the exhibition venue for all purpose concerned with operation and usage. Exhibitors shall be in deference to the inspection by the staffs of the exhibition venue during the construction period. Exhibitors, their agents or contractors shall comply with all the rules and regulations in terms of security and fire controlling of the exhibition venue. The exhibitors shall bear the responsibility and consequence resulted from his violation. During the period of this Terms & Conditions for Participation, security of exhibits, stands and furniture is wholly the responsibility of the Exhibitor, while the Organizer, its directors, trustees, officers, employees, agents and representatives shall not be responsible for any losses and damages to properties or injuries to person incurred.

12. Damage to venue

The exhibitor shall take good care of and shall not cause any damage or permit or suffer any damage to be done to the exhibition venue or to any part or parts thereof or to any fittings, equipment or other property therein, and shall make good and pay for damages thereto (including accident damage and damage by fire) caused by act or omission of himself, employees, co-exhibitors, agents, representatives, contractors or persons by reason of the use of the exhibition venue by the Exhibitor. If the Organizer so demands, the Exhibitor shall insure the venue for any damage and send the insurance documents to the Organizer.

12. Indemnity of the Organizer/ show manager

Under no circumstances shall the Organizer make good or accept any responsibility or liability however arising with respect to damage, theft or loss of any property, goods, articles or things however placed, deposited, brought into or left upon the premise either by the Exhibitor for his use or purpose or by any other person, and the Exhibitor must indemnify the Organizer, its employees, agents and officers in respect thereof.

13. Compliance with laws

The Terms and Conditions for Participation shall be construed and governed by laws of the People's Republic of China. Exhibitors shall comply with all the rules, regulations and laws imposed or laid down or prescribed in the future by the government, public authorities and owners or managers of the exhibition venue for all purposes concerned with the implementation of these terms and conditions, of the regulations and stipulations laid down or prescribed in the future by the Organizer by virtue thereof, and of all other contracts relating to the exhibition. Any dispute arising from or in connection with the Terms & Conditions for Participation shall be submitted to Shanghai Arbitration Commission for arbitration which shall be conducted in accordance with the Commission's arbitration rules. The arbitral award is final and binding upon both parties.

14. Supplementary clauses

Whenever necessary to ensure the smooth management of the exhibition, the Organizer shall have the right to issue supplementary regulations and instructions in addition to those in the 'Terms & Conditions for Participation'. All such additional written instructions form a part of the 'Terms & Conditions for Participation' and are binding on all Exhibitors after being accepted and executed by the Exhibitors.

Should the Exhibitors fail to accept and execute any supplementary regulations in a timely manner, the Organizer may immediately terminate the Terms & Conditions for Participation and exclude the Exhibitor from the event.

16. Breach of 'Terms & Conditions for Participation'

The breach of the above-mentioned 'Terms & Conditions for Participation', and any other supplementary rules and regulations determined by the Organizer, will result in the exclusion of the Exhibitor from the event, and the Exhibitor shall have no right to claim compensation for any losses or expenses, or to demand refund on any payments already processed, nor shall the Exhibitor be released from his contractual obligation to pay.

17. Force majeure

If the Organizer is compelled, as a result of force majeure or other circumstances beyond its control (eg, failure of the power supply), to postpone the event, the exhibitors do not thereby acquire the right to withdraw or cancel participation of the event, nor do they have any other claims against the Organizer, in particular claims for damages.

If the Organizer cancels the event because it cannot hold the event as a result of force majeure or other circumstances beyond its control, the Organizer is not liable for damages to exhibitors arising from the cancellation of the event.

18. Severability Clause

Should the provisions set out in these Terms & Conditions for Participation be or become legally invalid or incomplete, the validity of the other provisions or the contract concerned remains unaffected. In such a case, the contracting parties undertake to replace the invalid provision and/or fill the gap with a provision with which the contracting parties are most likely to achieve the economic purpose they pursue.

In the event of any inconsistency between the English and Chinese version of the Terms & Conditions for Participation, the English version shall prevail.