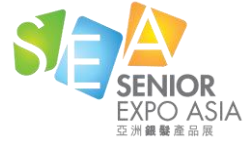


50+ Expo I/O SEA Participation Contract 參展合同



Please complete this form with a copy of a **valid Business Registration Certificate** email to the organizer:
請填寫申請表格並連同申請企業的有效商業登記證副本電郵至主辦單位：

Brilliant Vertical Exhibition (Hong Kong) Limited
香港美縱展覽有限公司
Room C, 17/F, King Palace Plaza, 55 King Yip Street, Kwun Tong,
Kowloon, Hong Kong
香港九龍觀塘敬業街55號皇廷廣場17樓C室

Stand No. 展位號

5 - 7 / 7 / 2024
Hong Kong Convention and Exhibition Centre
香港會議展覽中心

Tel / 電話 : +852 2528 0062 Fax / 傳真 : +852 3954 5715 Email / 電郵 : info@50plusexpo.com.hk Website / 網址 : www.50plusexpo.com.hk

Please use **BLOCK LETTERS** to complete this form. The information will be used for fascia board & other promotional uses.
請用**正楷**填寫此表格。資料將被登錄於展覽會楣板及作其他宣傳用途。

Company Name (English) : _____ 公司名稱(中文) : _____

Address 地址: _____

**Billing Address: (kindly specific Billing Address only if it is different from the registered Company's Address shown above)

**發票地址: (如發票位址與以上登記公司相同, 則不用填寫):

City/Postal Code 城市/郵編: _____ Country/Territory 國家/地區: _____

Tel 電話: _____ Fax 傳真: _____ E-mail 電郵: _____

Contact Person 聯繫人: _____

(Mr/ Ms/ Miss) _____ Job Title 職位: _____

Products / Services / Brand(s) _____

產品/服務/品牌: _____ Website 網站: _____

Your Company's Exhibition Coordinator 貴公司的展覽會/展位負責人 (For Organizer use / contact only. 只供主辦單位作聯絡用)

Please fill in if name, etc. is different from the information given above 如展位負責人與以上資料不同, 請填寫:

Our Exhibit Booth Contact Person is 我們的展位負責人是: _____ Job Title 職位: _____

PARTICIPATION COST 參展費用

1	<input type="checkbox"/> Standard Booth* (min. 9 m ²) 標準攤位* (9 平方米起)
	HKD 26,500 / 9 m ² x _____ = _____ m ² (_____ m / 米 x _____ m / 米)
	<input type="checkbox"/> Raw Space (min. 36 m ²) 空地 (36 平方米起)
	HKD 2,610 / m ² x _____ = _____ m ² (_____ m / 米 x _____ m / 米)
2	Open sides surcharge 多邊開展台附加費
	<input type="checkbox"/> Corner Booth (5%, 2 sides open) <input type="checkbox"/> Head Booth (7.5%, 3 sides open) <input type="checkbox"/> Island stand (10%, 4 sides open)
Remarks 備註: _____	
DISCLAIMERS 明確聲明	
Total 總金額: HKD _____	
<input type="checkbox"/> I confirm that I have read and understood the general terms and conditions of Participation in 50+ Expo I/O Senior Expo Asia 我已閱讀及了解有關參展50+博覽暨亞洲銀髮產品展的條款及參展協定。	
*Standard Booth includes wall paneling, fascia, carpet, furniture & basic equipment. Raw Space includes space rental ONLY. *標準攤位包括: 牆板、楣板、地毯、傢俱及基本設備。空地只包含空間租用。	

Conditions of Participation 參展協定

- In submitting this Participation Contract, the Exhibitor hereby agrees to accept all the terms stated in the Conditions of Participation. The Exhibitor understands this is a professional fair and its exhibit right can be terminated by the Organizers immediately upon breach of agreement. 參展商提交此展位申請表格, 並同意接受所有附帶參展條件並明白此展覽為專業展覽會, 如有違規, 主辦單位有權立即取消參展資格。
- All banking charges are to be borne by applicant. 所有銀行手續費用應由申請人承擔。
- Exhibitors cannot display and promote infringing products. Exhibitors violating may be limited or terminated for its exhibiting. 展商不許陳列和宣傳侵權產品。主辦單位有許可權制和取消違規企業展出。
- Scanned contract copy is also valid 合同掃描副本同樣有效
- NO exhibitor will be allowed to move out before the official closing time of the show on 7 July 2024. 參展商於2024年7月7日展覽正式關閉時間之前不能提前撤展。

Signature of Exhibitor 參展商簽署:

To be completed by the Organizer 以下由主辦單位填寫:

Sales: _____ Contract no: _____ Booth no: _____

Accepted by 經主辦單位同意:

Company stamp and legal binding signature 公章/授權簽字
Date 日期: _____

Company stamp and legal binding signature 公章/授權簽字
Date 日期: _____

Standard Terms and Conditions

Definition

1. In these conditions, save as the context otherwise requires, the following definition will be applied:

1.1 "The Organizer" refers to

Brilliant Vertical Exhibition (Hong Kong) Limited
Room C, 17/F, King Palace Plaza, 55 King Yip Street, Kwun Tong, Kowloon, Hong Kong
Tel: (852) 2528 0062
Fax: (852) 3954 5715
E-mail: info@bvexhibition.com
Website: www.bvexhibition.com

1.2 "Exhibition" - means the exhibition to be organized by the Organizer as specified in the space booking form attached to this Condition ("Application Form").

1.3 "Exhibitor" - means a sole proprietorship, partnership or limited company applying to exhibit at the Exhibition or, as the case may be, whose application to exhibition or, as the case may be, whose application to exhibit at the Exhibition has been accepted by the Organizer and, approved by the Organizer in advance in writing, include sub-licensees of the Exhibitor.

1.4 "Exhibition Venue" - means the venue as specified in the Application Form or other venue as designated by the Organizer.

1.5 "Participation Fee" - means the fees for the use of the spaces to be allocated to the Exhibitor in the Exhibition Venue.

1.6 "Participation Period" - means the period from the date that Exhibitor submit the application form to the end of time of the Closing date of the Exhibition.

1.7 "Publicity Materials" - means the promotional gifts, catalogues, pamphlets and all and any advertising and publicity materials whatsoever which an Exhibitor wishes to display, distribute or use at the Exhibition.

1.8 "Representatives" - means the directors, officers, employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor.

1.9 "Rules of Venue" - means the rules and regulations of the Exhibition Venue.

1.10 "Exhibitor's Manual" - means the manual supplied by the Organizers to the Exhibitors and compiled by the Exhibitors which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time)

2. Timetable

The Exhibition Period is specified in the Application Form or as otherwise amended by the Organizer.

3. Application

3.1 Application Form duly completed and executed by the Exhibitor should be couriered or mailed or faxed to the Organizer at:

Brilliant Vertical Exhibition (Hong Kong) Limited
Room C, 17/F, King Palace Plaza, 55 King Yip Street, Kwun Tong, Kowloon, Hong Kong
Tel: (852) 2528 0062
Fax: (852) 3954 5715
E-mail: info@bvexhibition.com
Website: www.bvexhibition.com

3.2 If the Organizer accepts an application for participation otherwise than on the Application Form, such acceptance shall be subject to these Terms and Conditions and a duly completed and executed Application Form delivered by the Exhibitor to the Organizer.

3.3 The Exhibitor shall provide the Organizer with any reasonable information in relation to its application. Subject to the written acceptance of the Organizer, receipt of any payment by the Organizer shall not constitute an acceptance of an application of the Exhibitor by the Organizer.

3.4 In consideration of the Organizer agreeing to consider the application of the Exhibitor, the Exhibitor agrees that it shall not at any time during the Participation Period withdraw its application.

4. Admission

4.1 Only those Exhibitors whose product range is within the title and scope of the Exhibition shall be considered for admission to the Exhibition.

4.2 Until an Exhibitor's application has been accepted in writing by the Organizer, no rights to exhibit will be granted notwithstanding any payment is made to the Organizer. The Organizer reserves the right to decline any application without giving any reason.

4.3 The Organizer shall be entitled to revoke any admission if such admission was made based on inaccurate or false information, misunderstanding or if the preconditions for admission no longer apply.

4.4 Should the Organizer be compelled to relocate or change individual stands, entrances, exits or aisles after admission, such relocation or changes shall not give rise to any right for any claims against the Organizer.

4.5 If through no fault on the part of the Organizer the space allocated is no longer available, the Exhibitor shall be entitled to a refund of the participation fee, free of interest, as agreed liquidated damages in accordance with Clause 6 "Withdrawal". The Exhibitor agrees that under such circumstances no claims for further damages will be submitted and that the Organizer will not be liable to any other damages.

4.6 Upon admission by the Organizer or execution of the Agreement, the Exhibitor shall pay the Organizer the Participation Fee. Even if the government which the Exhibition is administered by does not approve the Exhibitor's all or part of import requirements, or the items on exhibition cannot be transported to the exhibition venue or cannot be transported to the exhibition venue on time (including but not limited to caused by loss, delay in transportation or detain by Custom), or the Exhibitor or its representative is late or cannot participate in the Exhibition, the Exhibitor will be legally bound by the liability of payment and the terms and conditions of this contract.

4.7 Should the Exhibitor fails to take over the allocated space in compliance of the rules of the Exhibition Venue two days prior to the commencement of the Exhibition, such allocated space may be otherwise disposed of in such manner as the Organizer think fit. This shall not release the Exhibitor from his contractual obligation under this contract nor entitle it to a demand for refund or make any other claims against the Organizer.

5. Terms of Payment

5.1 Invoice of the Participation Fee will be delivered to the Exhibitor and become payable upon approval of the application. A non-refundable deposit representing 50% of the Participation Fee will become immediately payable upon the issuance of the invoice. The balance of the Participation Fee will be due on the 90th day after the invoice issue date or other date indicated in the invoice (whichever occurs first). Full payment has to be settled by the date indicated in the invoice if participation confirmed within 90 days before the first day of the Exhibition.

5.2 Interest will be charged on any amount over due at the rate of 3% over the prime lending rate of USD dollar as quoted from time to time by HSBC Hong Kong.

5.3 The Organizer reserves the right to demand from the Exhibitor additional non-interest bearing deposit or other form of guarantee for the payment of the Participation Fee or costs of actual or potential damage.

5.4 Charges for services or deliverables other than the Participation Fee shall be payable at the time and in the manner as set out in the separate invoice issued for that purposes.

5.5 All payment and remittance should be made to Brilliant Vertical Exhibition (Hong Kong) Limited in HKD dollar without deduction of any bank charges, currency exchange charges, government fees or taxes and must be made by bank draft or direct transfer to:

Brilliant Vertical Exhibition (Hong Kong) Limited
Bank name: Bank of China (Hong Kong) Limited
Bank account: 012 600 2 023657 8
Bank swift code: BKCHHKHXXX
Bank address: 1 Garden Road, Hong Kong

5.6 The Organizer is granted a right of lien on all stand equipment and exhibitors of the Exhibitor in respect of any outstanding amount payable by the Exhibitor. The Exhibitor authorizes the Organizer to realize or dispose of such items on lien in order to meet such outstanding payment. The Organizer cannot be held liable for damages or losses to the items on lien.

5.7 If invoices are sent to a third party on the Exhibitor's instructions, the latter shall still remain a debtor of the Organizer.

5.8 In case of default by the Exhibitor of payment of any sum due to the Organizer, interest shall be charged on the outstanding sum at a rate of 8% per annum. The Organizer shall be entitled to elect to rescind the contract or otherwise dispose of the stand area as it thinks fit.

6. Withdrawal or Non-Participation

6.1 The Application of the Exhibitor is irrevocable. Once the Application is accepted and subject to termination, the Exhibitor shall not be entitled to withdraw its participation in the Exhibition nor reduce the fair space applied for in its Application Form. Any request for withdrawal or variation of the fair space shall not constitute a variation nor wavier of any amount payable to the Organizer by the Exhibitor.

6.2 In the event that the Exhibitor's request for withdrawal is accepted by the Organizer, the following discounts of the participation fee will apply:

- (a) the deposit is non-refundable in any event;

- (b) in the event that the request of withdrawal is received within 30 days of the Application date, 75% is payable;
- (c) in the event that the request of withdrawal is received after 30 days of the Application date, 100% is payable;
- (d) notwithstanding the provisions the provisions in the sub-clauses 6.2(a) to (c) above, in the event that the request of withdrawal is received less than 90 days prior to the first day of the schedule Exhibition Period, 100% is payable.

7. Termination of Right to Exhibit

The Organizer shall have the right to terminate without notice an Exhibitor's right to exhibit in the Exhibition if in the reasonable opinion of the Organizer that any of the following events occurs:

- 7.1 The Exhibitor or any of its representative commits a breach of any of these Rules and Regulations; or
- 7.2 The Exhibitor, being a body corporate, enters into a liquidation whether compulsory or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or takes or suffers any similar action in consequence of debt or if an Exhibitor being a sole proprietorship or partnership becomes, or one of its members becomes, bankrupt or insolvent or enters into any arrangements with its creditors or takes or suffers any similar action in consequence of debt; or
- 7.3 The Exhibitor conducts any activity which, in the opinion of the Organizer, does not conform to the nature and purpose of the Exhibition, or interfere with the rights of other Exhibitors at the Exhibition; or
- 7.4 The exhibit space is not occupied by the Exhibitor by 9:00 am on the first exhibition day of the Exhibition, the Exhibitor shall be deemed to have cancelled the exhibit space contracted for and the Organizer shall have the right to use such space as it deems appropriate. The participation fee paid will be forfeited as if the Exhibitor had cancelled the participation as of such date.
- 7.5 Subject to the reasonable estimation and judgement, the Organizer deem the participation qualification of the Exhibitor shall be terminated.

8. Exhibits and Exhibitor's Representatives

- 8.1 All exhibits and Exhibitor's representatives proposed to be present in the Exhibition Venue (including all the Exhibitor's personnel, presenters, models, security personnel or other agents) must be with the Exhibition badge.
- 8.2 Any display of inflammable or pungent exhibits or exhibits whose demonstration entails noise requires the prior written consent and approval of the Organizer.
- 8.3 Exhibits may not be removed during the course of the event. The operation and demonstration of exhibits is only admissible within the scope of accepted standards. The organizer will not be liable to the Permission, Quota or transferring the sales income.
- 8.4 Senior Expo Asia is an international trade event. To maintain a professional image and a proper business environment for international visitors to conduct their sourcing activities at the show, **NO exhibitor will be allowed to move out before the official closing time of the show on 7 July 2024.**
- 8.5 The organizer will issue move-out permits to all exhibitors in the late afternoon on the last event day i.e. **7 July 2024**. Only during the official move-out period will exhibitors be allowed to remove exhibits from the exhibition halls.

9. Use of Site and Safety and other Obligations

- 9.1 The Exhibitor shall be responsible for the safety of their exhibits, their own representatives and all property with the Exhibition space allocated to it. The Exhibitor shall be liable for any damages, losses, claims, costs or other expenses suffered by any third parties resulted from the acts of the Exhibitor, its representatives, agents and by the its exhibits or any activities carried out by the aforesaid. The Exhibitor expressly releases the Organizer from any claim for any damages, losses, claims, costs or other expenses suffered by the Exhibitors, its representatives or agents occurred in or resulted from the Exhibition. The Exhibitor shall take out the appropriate insurance to cover all these risks as referred to in this clause. The Exhibitor agrees to indemnify the Organizer, its representatives and agents and hold them harmless against all claims, liabilities and expenses (including legal costs in defending itself) of damages or losses of property or personal injury suffered by any third party which is resulted from any alleged infringement relating to any exhibit or acts of the Exhibitor, its representatives or agents.
- 9.2 The Exhibitor shall observe and comply with all the requirements and policies of the Exhibition Venue and Exhibitor's Manual. No advertising, display, demonstration or canvassing for business may be placed or carried out outside the allocated space.
- 9.3 Exhibitor's stand must be manned by an authorized and competent representative of the Exhibitor at all times during the Exhibition Period.
- 9.4 The Exhibitor shall not do or permit to do any act which may cause nuisance, inconvenience, disturbance or risks to the Organizers, other exhibitors, visitors or any third party in the Exhibition Venue.
- 9.5 The Exhibitor undertakes to the Organizers that no exhibits which infringe or may infringe any third party's intellectual property rights will be admitted to or be displayed in the Exhibition Venue during the Exhibition. The Exhibitor agrees that it will remove any items which, in the opinion of the Organizer or under allegation from any third party, may infringe the intellectual right of any third party. The Exhibitor agrees to indemnify the Organizer, its representatives and agents and hold them harmless against all claim, liabilities and expenses (including legal costs in defending itself) resulted from any alleged infringement relating to any exhibit or acts of the Exhibitor, its representatives or agents. Provided that the Organizer deems any items on exhibition infringe any third party's intellectual property or receive such claims, the Exhibitor shall agree to be terminated the Exhibition.

10. Exclusion of Liability

- 10.1 None of the Organizer, its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of loss, injury or other damages, other than death or personal injury caused by the negligence of the Organizer or their employees, suffered by or caused to the Exhibitor, its representatives, employees, contractors or agents or the products or other property of the Exhibitor or such parties or any Exhibitor or visit or.
- 10.2 The Organizer shall not be responsible in any manner whatsoever for the consequences of any introduction or commercial transaction made during or as a result of the Exhibition.
- 10.3 The Exhibitor shall be responsible for effecting insurance which should include (but not limited to) its displays, exhibits and stands against loss or damage by theft, fire, public (including occupier's liability) and any other natural causes, and shall produce such policy of insurance to the Organizer upon request.

11. Waiver

The waiver by the Organizer of any of these Conditions shall not prevent the subsequent enforcement of these Conditions and shall not be deemed to act as a waiver in respect of any subsequent breach.

12. Cancellation, Postponement and Other Changes of Exhibition

- 12.1 The Organizer reserves the right, in the case of Force Majeure, directives, laws or regulations imposed by any governmental or quasi-governmental authority, to cancel, postpone, alter in character, reduce in scale, shorten or extend the duration of the Exhibition at any time without incurring any liability whatsoever to the Exhibitor. In such circumstances, the Exhibitor shall not be entitled to rescind from the contract or to claim against the Organizer or their agents or representatives, whether for loss or damages, or return of all or part of any money paid by the Exhibitor even if waives his right to the stand area allocated to him. Clause 7 shall apply accordingly.
- 12.2 The Organizer shall not be liable for any direct or indirect losses sustained or disadvantages suffered by the Exhibitor as a result of postponement, curtailment, extension, cancellation or other changes to the event caused by the Force Majeure.

13. Force Majeure

"Force Majeure" shall mean all events which are beyond the control of the Organizer, and which are unforeseen, unavoidable or insurmountable, and which prevent performance by the Organizer. Such events shall include earthquakes, typhoons, flood, fire, war, outbreak of disease, social unrest, act of government or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as Force Majeure in general commercial practice.

14. General Provisions

- 14.1 The Exhibitor agrees to be bound by these Standard Terms and Conditions. Any other agreements, individual permits or arrangements shall require written confirmation by the Organizer.
- 14.2 The English text and the text in other languages of these Standard Terms and Conditions shall be binding equally. Should any of the above items be or become invalid, this shall not affect the validity of the remaining terms.
- 14.3 These Standard Terms and Conditions together with the exhibitor's manual and the Application Form and all other contracts and agreements entered into between the Organizer and the Exhibitor in relation to the Exhibition will form an integral contract. In the event of any conflict between these Standard Terms and Conditions and the Application Form and all other contracts and agreements, these Standard Terms and Conditions shall prevail.
- 14.4 Any claims of the Exhibitors as against the Organizer shall be barred after the earlier of 6 months of the closing date of the Exhibition or 9 months of the date of the Application Form. The liability of the Organizer under this Contract shall be limited to the amount of the total payment received by the Organizer from the Exhibitor under this Contract.
- 14.5 Exhibitors shall bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Organizer in the recovery of any monies payable to it by the Exhibitors or in the enforcement of any terms of these conditions. The Organizer is entitled to set off any indebtedness of the Exhibitor to the Organizer against any indebtedness of the Organizer to the Exhibitor.

- 14.6 Time shall be of the essence of the contract in relation to all the provisions of these conditions as shall relate to the payment of any monies from the Exhibitor to the Organizer.
- 14.7 All notices, demands or other communications required or permitted to be given or made under these Conditions shall be in writing and delivered personally or sent by prepaid registered post or by facsimile addressed to the intended recipient thereof at its address specified in these Conditions or in the Application Form (as the case may be), or such other address notified by such party. Any such notice, demand or communication shall be deemed to have been duly served (if delivered personally or given or made by facsimile) immediately or (if given or made by letter) two days after posting and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.
- 14.8 Nothing in these Standard Terms and Conditions shall create a relationship of landlord and tenant nor that of a partnership nor that of principal and agent between the Organizer and the Exhibitor.

15. Governing Law

These Conditions shall be governed by and constructed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Court.

標準條款

定義

1. 本標準條款所定的名詞，適用於所有參展條款，除非上下文另有說明，否則均按以下的定義來解釋。

1.1 “主辦單位”是“國際組織單位”的簡稱，指：

香港美縱展覽有限公司
香港九龍觀塘敬業街 55 號皇廷廣場 17 樓 C 室
電話：(852) 2528 0062
傳真：(852) 3954 5715
電子郵件：info@bvexhibition.com
網站：www.bvexhibition.com

1.2 “展覽會”：指由申請表中指定的主辦單位所組織的展覽會。

1.3 “參展商”：視不同情況，指申請在本展覽會上展出其展品，且其參展或展覽產品的請求已經主辦單位同意的企業、股份有限公司或有限責任公司批准的及其經主辦單位批准的分包方。

1.4 “展館”：指本申請表上注明的展覽場地或主辦單位另行指定的其他用於展覽的場地。

1.5 “參展費用”：指參展商在展覽場地使用所分配展覽面積的費用。

1.6 “展覽期間”：指從參展商向主辦單位遞交申請表之日起，至展覽會結束之日止的期間。

1.7 “宣傳資料”：指促銷禮品、產品名錄、宣傳手冊和參展商希望在展覽會上展示、派發或使用的所有廣告和宣傳材料。

1.8 “代表”是指有關方的董事、理事、雇員、代理人、承辦人、分包承辦人及所有其他代表。

1.9 “場地規則”：指由主辦單位制定的展覽場地的規則及規定。

1.10 “參展商手冊”：指主辦單位向參展商提供的且參展商同意遵守的包含有關參展資訊的手冊，這些資訊包括但不限於不時增加或變更的參展規定、指定服務表格、搭建、參展商展示規定、運輸和搬展等。

2. 時間安排

展覽會期間於申請表注明或由主辦單位另行修訂。

3. 報名

3.1 由參展商填妥及簽訂的申請表應以快遞、郵寄或傳真的方式送交主辦單位的以下的聯繫方式：

香港美縱展覽有限公司
香港九龍觀塘敬業街 55 號皇廷廣場 17 樓 C 室
電話：(852) 2528 0062
傳真：(852) 3954 5715
電子郵件：info@bvexhibition.com
網站：www.bvexhibition.com

3.2 如主辦單位通過申請表以外的其他方式同意一項參與展覽會的申請，本標準條款應適用於該參展商。

3.3 參展商應向主辦單位提供任何有關其申請的合理資料。除非主辦單位已出具同意參展商申請的書面檔，主辦單位收到任何款項均不視為主辦單位同意了參展商的申請。

3.4 在主辦單位同意考慮參展商的申請時，參展商同意不會在展覽期間撤回其參展申請。

4. 批准參展申請

4.1 只有產品屬於展會主題範圍之內的參展商的申請才能獲考慮參展。

4.2 在主辦單位以書面形式接受參展商的申請之前，無論主辦單位是否收取過任何款項，參展商將不具有任何參展權利。主辦單位保留不出具理由而拒絕申請的權利。

4.3 如果主辦單位是由於不準確或錯誤資訊或誤解才接受參展商的申請，或當初的前提條件已經不復適用，主辦單位有權收回給予參展商的批准。

4.4 如主辦單位在批准參展後不得不重新分配或調整個別展臺、入口、出口或通道，以上的調整和變動不應構成對主辦單位的任何索賠要求。

4.5 如非主辦單位的過錯而造成的被分配出的展位不可使用，參展商有權根據第 6 條的規定要求退還參展費(不含利息)，除此之外，參展商同意不會提出進一步的索賠要求，主辦單位亦不對其他損失負責。

4.6 在主辦單位批准參展商的申請或簽署協定之後，參展商有義務支付參展費，即使展覽會所在國當局不批准參展商的部分或全部進口要求，或參展品由於某一原因(包括但不限於丟失、運輸延遲或海關扣押)不能運抵或及時到達，或者參展商或其代理遲到或不能參加展覽會。

4.7 如果參展商或其代理在展覽開始之前兩天沒有領取分配的展位，主辦單位可以自主決定將此展位分配予其他參展方或另行處置。這不能免除參展商的合同義務或賦予其要求退款的權利，或賦予其向主辦單位提起任何其他索賠要求的權利。

5. 付款方式

5.1 在參展商的申請被主辦單位批准後，主辦單位將向參展商發送參展費的付款通知。參展商須立即支付參展費的百分之五十(50%)作為不可退還的訂金，並於付款通知發出後九十天內或付款通知上注明的期限內(以較早者為準)繳納剩餘百分之五十(50%)的參展費用。於開展前 90 天內確定之參展商，需付按付款通知上注明的期限內一次性付款。

5.2 逾期支付的款項將逐日計收利息，年利率為香港滙豐銀行有限公司不時指定的美元貸款最優惠利率加百分之三(3%)。

5.3 主辦單位保留隨時要求參展商支付額外無息押金的權利，作為實際或潛在的損失費用擔保。

5.4 參展費以外的服務費或其他費用將按該等費用的付款通知上的方式另行支付。

5.5 所有款項須包含銀行手續費和匯率轉換費用，並通過銀行匯票或直接轉帳的付款方式以港幣付至：

香港美縱展覽有限公司
銀行名稱：中國銀行(香港)
銀行帳號：012 600 2 023657 8
銀行 swift code：BKCHHKHHXXX
銀行地址：香港花園道一號

5.6 如參展商未能支付全部或部份應付款項，主辦單位擁有參展商展位內的設備和展品的留置權。同時，參展商授權主辦單位將留置物品變現或出售留置物品用以支付欠款。主辦單位將不為由於變現或出售而產生的留置物品的損失或損壞承擔任何責任。

5.7 如主辦單位將發票開至參展商指定的協力廠商，則參展商仍為主辦單位的債務人。

5.8 如參展商未能按合同規定支付任何款項，則參展商所拖欠款項的利息應按照未付金額的百分之捌(8%)的年利率收取。如果未能按期付款，主辦單位有權終止合同或對相應展位另行處置。

6. 取消申請或不參展

6.1 參展申請不可撤銷。除終止合同外，參展商在遞交登記表之後不得退出或減少展位面積，並且必須支付參展費及主辦單位要求支付的實際發生的其他費用。

6.2 如主辦單位同意參展商的退展要求，參展費將按以下方式計收：

(a) 訂金在任何情況不可退回；

(b) 如主辦單位在收到參展申請後三十日內收到參展商的書面退展申請，參展商應支付百分之七十五(75%)的參展費；

(c) 如主辦單位在收到參展申請後三十日後收到參展商的書面退展申請的，參展商應支付百分之一百(100%)的參展費；

(d) 儘管上述第 6.2 條(a)至(c)項作此類規定，如主辦單位在展覽會開始前少於九十日收到參展商的書面退展通知，參展商仍須支付百分之一百(100%)的參展費。

7. 參展資格的取消

如主辦單位合理地認為存在下述情況，主辦單位有權在不事先通知的前提下取消參展商參展的參展資格：

7.1 參展商或其代表違反了本標準條款的任何一款規定或展館相關規定；或

7.2 參展商作為法人被強制和/或自願與其債權人進入清算程序，或其全部或部份資產由清算委員會接管，或因其債務問題導致類似情況；或者參展商作為私有企業或合夥企業，其或其合夥人/股東因破產或資不抵債或與債權人進入清算程序或因債務問題導致的類似情況；或

7.3 參展商進行的活動依據主辦單位的標準與展覽會的性質或目的不符，或侵犯了其他參展商的權利；或

7.4 參展商在展覽會第一天上午九時之前不進入展區參展，則視為其已取消所預訂的展位，主辦單位有權以合適的方式使用該展位，此種情況被視為參展商在當日放棄參展，參展費用概不退還；

7.5 主辦單位憑藉其合理推定和判斷，認為應該取消參展商的參展資格。

8. **展品及參展商代表**
- 8.1 所有展品及將進入會場的參展商代表(包括參展商的員工、介紹員、模特兒、保安人員或其他代理人)應佩戴或粘貼主辦單位提供的參展標識。
- 8.2 任何易燃、帶有刺激性氣味或展示時產生噪音的展品須經主辦單位的書面同意和批准才能展出。
- 8.3 禁止參展商在展會正式結束前撤展。展品的操作和展示須符合主辦單位和展館規定的標準。主辦單位對許可證、配額或銷售收入的轉帳問題概不負責。
- 8.4 亞洲銀髮產品展是一個國際性貿易展覽會。為維護展覽會的專業形象以及為國際訪客提供一個適當的商業環境作採購等商業活動。參展商於**2024年7月7日**展覽正式關閉時間之前**不能提前撤展**。
- 8.5 主辦單位將於展覽會最後一天下午發出撤展許可證給所有參展商(即**2024年7月7日**)。參展商只准於正式撤展期間方可進行撤展活動。
9. **場地使用和安全及其他義務**
- 9.1 參展商應承擔保證其展位範圍內的展品、其參展代表及其它所有財物的安全的責任。參展商對因其行為,其代表或代理人的行為及其展品,對任何協力廠商造成的損失、損害承擔賠償責任。參展商在此明確表示主辦單位無需承擔任何連帶責任。對於展覽會可能對參展商、其代表或代理人造成的損失、索賠或費用,參展商應購買合適的保險以降低本條所述的各種風險;參展商同意賠償主辦單位、其代表和/或其代理人因任何協力廠商對參展商的展品、參展商和/或其代表的侵權的指控而造成的所有損失及費用(包括抗辯的律師費)。
- 9.2 不准在展館展臺以外的其他地方作廣告宣傳、商品展示或者招攬生意。參展商在自己的展區外不得放置任何展品或看板。參展商應遵守展館的所有規則和政策以及參展商手冊的一切條款。
- 9.3 展會期間,必須由參展商授權的能夠勝任的代表組織管理其展臺。
- 9.4 在展覽場館參展商不應或不應許可他人進行任何對主辦單位、其他參展商、參觀人士或任何協力廠商造成滋擾、不便、干預或造成危險的行為。
- 9.5 參展商向主辦單位承諾任何可能對第三者的智慧財產權造成損害或可能造成侵權的展品不會進入展覽會會場並在展覽會期間在展覽場館展出。參展商同意補償主辦單位、主辦單位的代表或代理因參展商的展品侵害協力廠商的智慧財產權而遭受的損失,並使主辦單位免于基於參展商的展品侵害協力廠商智慧財產權的任何主張、義務及費用。如主辦單位認為有展品侵害協力廠商的智慧財產權或收到此類投訴,參展商應同意將有關展品撤離展覽會場。
10. **責任的免除**
- 10.1 主辦單位的任何一方及其代理商、代表、承包商或其雇員將不以任何形式對任何損失或傷害負責,除非是因主辦單位或其雇員的過錯或疏忽而造成參展商及其代表、雇員、承包商或代理商的死亡或人身傷害,或因上述原因給參展商或其他有關方,或其他參展商或參觀者的產品或其他財產造成的損失或傷害。
- 10.2 主辦單位將不以任何形式對由於此展覽或此展覽期間進行的任何介紹或達成的商業交易的後果負責。
- 10.3 參展商應負責為以下事項投保,包括但不限於:為其展示、展品和展位投保盜竊險、火險、公共險(包括展位債務)、和其他自然災害險,並在主辦單位要求時,出具上述保險的保單。
11. **棄權**
- 主辦單位放棄本標準條款中任何條款不能妨礙本標準條款的實施,也不得視為對違反標準條款的行為的棄權。
12. **展覽會取消、延期和其他更改**
- 12.1 主辦單位保留在發生不可抗力(定義見條款 13)時、在任何政府當局或半官方機關下達命令、指示時隨時取消、推遲展覽會、更改展覽會性質、縮小展覽會規模、縮短或延長展覽會舉辦時間的權利。如有必要推遲、縮短、延長、取消或更改展覽會舉辦時間,參展商無權解除合同或就此產生的損失或損害向主辦單位或其代理或代表提出索賠、或者要求主辦單位或其代理或代表退還由其支付的全部或部分參展費用(即使其已放棄所指定展位的權利)。此時應適用參展條件第 7 條之規定。
- 12.2 展覽會如因上述原因被推遲、縮減、延長、取消或作其他更改,參展商由此產生的任何直接或間接損失不應由主辦單位承擔責任。
13. **不可抗力**
- “不可抗力”應指主辦單位無法控制、不可預見、不能避免或不能克服、且阻止主辦方履行合約的所有事件,此類事件包括地震、颱風、水災、火災、戰爭、疫情、社會動盪、政府行為或其他任何不可預見、不能避免、或無法控制的事件,包括在通行商業慣例中認可的不可抗力事件。
14. **一般條款**
- 14.1 參展商同意遵守此標準條款。其他任何協定、許可或安排應當獲得主辦單位的書面確認。
- 14.2 本標準條款的英文版本、中文版本及其他語言的版本具有同等的法律約束力。如果上述某項條款無效或失效,將不影響本標準條款其他條款的效力。
- 14.3 本標準條款及申請表及參展商手冊及所有其他由參展商與主辦單位簽訂的合同和協定將構成完整的合同。如本標準條款與申請表或其他合同和協議有不一致之處,應以本標準條款為準。
- 14.4 參展商在展覽會結束後的六個月之後或申請表上注明的日期的九個月(以較早的日期為準)後不得對主辦單位提起索賠。主辦單位在本合同中對參展商的賠償責任應限在主辦單位從參展商收到的費用總額。
- 14.5 參展商將承擔主辦單位為追回該參展商應付款或為實施本標準條款而發出的與參展商有關的一切費用和成本(包括支付全部法律費用)。主辦單位有權以對該參展商的應付款沖銷對該參展商的應收款。
- 14.6 以上標準條款中與參展商向主辦單位支付款項相關的規定中,參展商須遵守合同中對時間的約定。
- 14.7 本標準條款下,應出具或發送的所有通知、告知,或其他必要的或許可的通信應以書面形式作出,並親自遞送,或以預付郵資掛號信或傳真的方式送達收件人的位址,位址請參見本標準條款或申請表格(視情況而定)。此等通知、告知或通信應視為立即收到(如親自遞交或以傳真方式發送),或寄送後兩日內收到(如以信件方式發送),顯示有正確位址、郵票和郵戳的信封可以作為充足的有效證據。
- 14.8 本標準條款並不構成主辦單位與參展商之間的租賃關係或委託代理關係。
15. **適用法律**
- 本標準條款適用於中華人民共和國香港特別行政區法律,參展商必須服從於香港法庭的非專屬性管轄權。