

MODE SHANGHAI 2014

October 15 - 17, 2014 • Shanghai Exhibition Center

Please complete and return this form by email to CCCT:zhanghantao@ccct.org.cn

Your	company	
Company	street/ p.o.box	
Address	postal code	city
	country	website
Contact	phone	fax
	title: () Mr. () Ms.	
	first name	last name
	email	

Your sector Please indicate your preferred sector. Subject to acceptance by the fashion direction.

CONTEMPORARY (Men's & Woman's wear) DENIM(Casual, Sports wear)

PROGRESSIVE (Young Designers Brand) ACCESSORIES

Your stand Package Stand: US\$395/m² (minimum 9m²)

width X depth = sqm

Payment conditions: 50% deposit required with application. Final/balance payment is due before September 12, 2014.

Signature	Exhibition Company	
	Signature	Date

(Authorized by Exhibiting Company)

TERMS & CONDITIONS

1. ORGANIZERS - (I) The Exhibition is organized by the Organizers. In these conditions the term ' The Organizers' means Mode Shanghai Organizing Committee. (II)'Exhibitor' means the signatory of this Application Form and includes all companies, employees or agents of such.

2. AGREEMENT - (I) This Agreement is hereby entered into between the Organizer and the Exhibitor. (II) This Agreement constitutes a license granted by the Organizer to the Exhibitor only and shall not be deemed to be a lease or an agreement for lease.

3. ALLOCATION OF STAND SPACE - The Exhibitor booth location will be allocated according to product criteria, or other criteria set by the organizer. No change of booth location is allowed once it has been assigned and the exhibitor informed.

4.STAND AND RENT TERMS OF PAYMENT - (I) Unless otherwise stipulated rent shall be paid by the Exhibitor in 2 installments in accordance with the following schedule: (a) 50% of the contract value due with application;(b)The Exhibitor must pay the total stand rent in full to the Organizers by September 12, 2014

5. WARRANTY - The Exhibitor represents, warrants and undertakes that it is entering into this agreement as principal and not as agent or nominee of any third party, and the exhibits do not infringe or are likely to infringe any patent, trademark, copyright and other intellectual property right of any party and it agrees that in the event of any breach of the representations, warranties and undertakings herein contained or any breach of the provisions of this Agreement, this Agreement and the license herein granted may be terminated by the Organizers(without the Organizers being liable for any damages or claims whatsoever and without prejudice to the Organizers' other rights and remedies) and the Exhibitors shall indemnify the Organizers against any and all costs, claims, demands, losses, liabilities, charges, actions and expenses.

6. EXHIBITS AND OTHER RELATED MATERIALS - (I) All exhibits, brochures, audio-visual presentations, display and all related materials and article is subject to the approval of the Organizer. (II) The Exhibitor is solely responsible for ensuring that all governmental and other regulatory approvals in the Exhibition have been obtained prior to the commencement of the Exhibition.

7. STANDFITTING SERVICES - For Exhibits under the shell scheme, stand fitting works can only be carried out by the Official Contractor.

8. CANCELLATION - (I) The Organizers reserve the right at all times to, without the Exhibitor having the right to compensation, (aa) change the dates of the Exhibition; or (bb) cancel the Exhibition due to any cause whatsoever. (II) No application can be cancelled or altered unilaterally by the exhibitor. The Organizers may comply with a request to cancel the application subject to the condition that the Exhibitor pay a compensation will depend on the time of the total stand rental payable in accordance with the following schedule:

Time of receipt of notice of cancellation Compensation:
Percentage of the total stand rental.

(a) 3 months before	50%
(b) Between 1 to 3 months before the commencement of construction of the Exhibition	80%
(c) Less than one months before the commencement of construction of the Exhibition	100%

9. INSURANCE POLICY - The Organizer shall not be responsible for any loss or damage to the Exhibitor's property caused during moving, transportation or shipment. In such cases, the Exhibitor is still liable to pay the full stand rental and any other amount payable to the Organizers.

10. LOSS OR DAMAGE - The Organizers shall not be responsible for any loss or damage to the Exhibitor's property caused during moving, transportation or shipment. In such cases, the Exhibitor is still liable to pay the full stand rental and any other amount payable to the Organizers.

11. LIMITATION OF LIABILITY - (I) The liability of the Organizers (if any) shall under no circumstances (whether arising from breach of contract, tort or otherwise) exceed the amount of the total contract price paid by Exhibitor for the license herein granted.(II) The person or persons appointed by the Organizers to undertake any official tasks including the Official Contractor and Official Freight Forwarder are independent contractors and are not agents of the Organizers.

12. SUB-LICENSING AND NON-ASSIGNMENT-(I)This license to participate in the Exhibition is personal to the Exhibitor and is non-transferable. (II) No licensing or sub-licensing may without the consent or approval of the Exhibitor to any other party. The Exhibitor shall not assign or sublet the stand space or any part thereof.

13. TERMINATION-(I) If in the reasonable opinion of the Organizers, the Exhibition premises may become unfit for occupancy or If the holding of the Exhibition or the performance of the Organizers of any of the provisions of this Agreement are interfered with by virtue of any / cause, this Agreement (or any part thereof) may forthwith be terminated or cancelled by the Organizers with out the Organizers being liable in damages or otherwise to the Exhibitor.(II)This Agreement may be terminated forthwith by the Organizers if, in the Organizers' opinion, when the Exhibitor does not or may be unable to perform or comply with any of Its obligations of this Agreement.

14. REVOCATION-Upon termination of this Agreement the license granted is revoked and thereupon the Exhibitor shall immediately leave the Exhibition premises and remove all Its exhibits.

15. SELF-HELP REMEDIES-The Organizers will have the right to take the following courses of action without any judicial intervention, if necessary at the Exhibitor's expense, against an Exhibitor who acts in contravention of any provision of this Agreement or who fails to comply with a direction given by or on behalf of the Organizers;
(a) refuse the Exhibitor and Its representatives admission to the Exhibition ;
(b) close end/or clear the Exhibitor's stand ; and
(c) take possession of the Exhibits displayed, any goods and anything built or fitted by the Exhibitor

16. INTELLECTUAL PROPERTY RIGHTS / COPYRIGHT- The exhibitor warrants that his exhibits and packages thereof and the related publicity materials do not in any way whatsoever violate or infringe any third party's rights including trade marks, copyrights, designs, names and patents whether registered or otherwise. The organizer has the right to refuse participation of any exhibitor found guilty of infringement of intellectual property rights at any future trade fairs.

17. LAWS AND REGULATIONS-All laws, rules and regulations (including without limitation, traffic, health, fire safety and environmental laws and regulations) imposed by the Organizers or local authorities and agencies or the lesser of the Exhibition premises must be strictly observed by the Exhibitor.

18. STAMP AND OTHER DUTIES-The Exhibitor shall pay all and any stamp and other taxes or duties(if any), including any interest and penalties, payable on or in connection with this Agreement..

19. COMPLIANCE CLAUSE-The Exhibition shall, upon the Organizers' written request, forthwith take all necessary action and/or refrain from any further action which is, in the Organizers' view, necessary to comply with any of its obligations and, forthwith provide any necessary information or document to evidence such compliance.

20. EXHIBITORS' MANUAL AND FLOOR PLAN-Further rules and regulations pertaining to the Exhibition can be found in Exhibitors' Manual and other documents issued by the Organizers from time to time.(II)The Organizers reserve the right to make further rules and regulations(having immediate effect) from time to time in relation to any aspect of the Exhibition. (II)Such rules and regulations whether contained in the Exhibitors' Manual or shall be binding on the Exhibitor.

21. PARTIAL INVALIDITY-The invalidity or unenforceability or any provision of this Agreement shall not affect the validity or enforceability of any other provision..

22. REMEDIES AND IMPLIED WAIVERS-No failure or delay on the part of the Organizers to exercise, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided by law...

23. GOVERNING LAW AND JURISDICTION-(I)This Agreement shall be governed by, and construed in accordance with the laws of P.R. China.