



CS200230

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## Contract of Philippines Commodity Pavilion at CIIE 2020

Signed in: Minhang, Shanghai

Contract No.: 202010L06810

**Party A:** Center for International Trade Expositions and Missions

Contact Address: Golden Shell Pavilion, Sen. Gil Puyat Ave. Conner Roxas Blvd., Pasay City, Philippines 1300

Contact:

Tel:

E-mail:

**Party B:** DEMAGE INTERNATIONAL MESSE LTD.

Contact Address: no.257, 3F-5F Jinglian Road, City, Country: Shanghai, PRC

Contact person: Claire.Qian

Tel: 18317196045

E-mail: [claire.qian@demage.com](mailto:claire.qian@demage.com)

In accordance with the *Contract Law of the People's Republic of China* and other relevant laws and regulations, Party A and Party B, following the principle of equality and mutual benefit, honesty and credibility, reach the following agreements on Party B's provision of for Party A:

I. Party A entrusts Party B to manufacture, construct and dismantle the CIIE booth.

Exhibition Hall: National Exhibition and Convention Center (shanghai)

Date of Exhibition: 05-10 November 2020

Area of Booth: 108 m<sup>2</sup>

II. Party B charges USD 55,655, for the manufacture, construction, dismantlement, on site service and all the organizer fees (including management fees, electricity costs during the show, power connection fees and certification fees).

## III. Payment Schedule:

1. Party A shall pay 50% of the contract price, amounting to USD 27,827.5 within 7 workdays since the day of signing.
2. Party A shall pay 50% of the contract price, amounting to USD 27,827.5 within 7 workdays since the exhibition closed.
3. Party A can only fulfill the payment by check or transfer of account. The due bank and account No. of Party B are as follows:

## 1. Beneficiary's bank:

Industrial and Commercial Bank of China Shanghai China Chang Qiao Sub-Branch

## 2. Beneficiary:

DEMAGE INTERNATIONAL MESSE LIMITED

## 3. Bank's Address:

NO 37, LUO XIANG ROAD, SHANGHAI, CHINA

## 4. SWIFT CODE:

ICBKCNBJSHI

## 5. Beneficiary's Account Number:

1001-2993-0914-1604-203

Party A shall provide the bank remittance on the date of payment to Party B for backup if paying any amount by way of remittance.

4. For the above price paid by Party A, Party B shall issue a full amount and valid invoice to Party A within 10 workdays after receipt of each payment.

IV. 1. Party B shall be responsible for the production, operation and dismantlement of the exhibition booth, and arrange project managers on site to handle various affairs and provide assistance throughout the exhibition.

2. Party B shall finish the stand within the time limit required by organizer.

## V. Rights and Obligations of Party A and Party B

1. Party A shall provide relevant requirements within the time required by Party B. All written documents provided by Party B for confirmation shall be confirmed in writing by Party A within 3 days. In case of no written objection within 3 days, it shall be deemed as no

- objection, and Party B may directly launch the relevant production according to such written documents.
2. Party A shall confirm the color samples of various materials required for the booth.
  3. Party A shall fulfill the payment in strict accordance with the payment schedule, and shall not delay the payment time. If Party A fails to fulfill its payment obligation as scheduled by the Contract, Party B is entitled to require Party A to pay 5 % of the sum as liquidated damages on each day of overdue. If Party A fails to pay the agreed payment in full or exceeds the payment time for more than 30 days, Party B shall have the right to terminate the Contract. Party A shall, in addition to the agreed sum and overdue fine, pay 20% of the total contract price as the termination fine.
  4. Party B is responsible for the pre-production of the exhibition and the implementation of build up, in addition to ensuring the work to be completed on time, on quality and quantity.
  5. Party B is responsible for coordinating all kinds of accidents on site to ensure to carry out the work smoothly. Party B shall guarantee all safety matters during the execution of the contract, and ensure the project quality complies with the safety standards for the construction.
  6. Party B shall produce in strict accordance with the materials, color samples and requirements confirmed by Party A. Party B may change or modify the materials if necessary, in consultation with Party A.
  7. After the contract is signed, both parties may sign a supplementary agreement after consensus if the content needs to be modified. Otherwise, either party shall perform the corresponding rights and obligations in accordance with this Contract.

#### VI. Completion and Acceptance

1. Party A and Party B confirm that Party B shall complete the project according to the construction drawings confirmed in writing by both parties.
2. Party A shall carry out inspection and acceptance immediately after Party B completes the execution of the construction drawings, and sign the acceptance inspection report on the qualified part. If find the completed construction is inconsistent with the agreed

construction drawings, or the changes in construction according to the Contract are inconsistent with the construction requirements of Party A. Party A shall immediately propose to Party B and require instant amendments on site

If Party A fails to submit a written objection to Party B and explains the reasons within three days after Party B completes its work, Party A shall consider Party B's production and operation as fully consistent with this Contract, regardless of whether Party A signs the acceptance inspection report.

3. Electricity application of Party A during exhibiting shall comply with the rules and requirements of the exhibition.

#### VII. Liability for Breach of Contract

1. Either party to the Contract, who is responsible for economic losses to the other party due to any failure in performing the Contract, shall assume full responsibility.

2. Party A shall notify Party B in due time for Party A's failure to fulfill its contractual obligations, handle the contract termination procedures and compensate Party B for the corresponding economic losses, as well as deliver 50% of the total contract price as the fine.

#### VIII. Force Majeure

In case of earthquakes, typhoons, floods, fires, wars, strikes, government bans and other unforeseen, unpreventable or inevitable circumstances with consequences, which affect the implementation of the relevant provisions of the Contract, both parties shall decide either to terminate this Contract, or to delay its implementation according to the extent of their influence on the performance of the Contract.

IX. If any unspecified issues, both parties may negotiate separately and make supplementary provisions. Such supplementary provisions shall have the same legal effect as this Contract.

Handwritten stamp: 2011.11.11

X. Any disputes arising during the performance of the Contract shall be settled by negotiation; if it fails, such disputes shall be submitted to the local court where the contract was signed (No. 398 Jinglian Road, Minhang District, Shanghai) for settlement. The losing party shall bear the reasonable expenses (including but not limited to legal fees, legal fees, travel expenses, notary fees, appraisal fees, etc.) incurred by the winning party for the defense of rights.

XI. This Contract shall be valid after the signature and seal of both parties (only original is valid).

XII. This Contract is made in duplicate. Each party holds one respectively.

XIII. Party A may, with the consent of Party B, proceed to Party B's production factory to confirm the articles made by Party B for Party A and ensure the smooth progress of the exhibition project.

XIV. If either party sends any written document by e-mail or courier according to the e-mails and addresses of the other party stated in the Contract, it shall be deemed lawfully and effectively served. If one of the above contact addresses are changed, the other party shall be notified in writing within five days after the change, otherwise, the delivery to one of the above addresses is still valid and lawful.

Party A (Signature/Seal):

  
PAULINA SUACQUI JUAN  
Executive Director

Party B (Signature/Seal):




Date of Signing: \_\_\_\_\_

Date of Signing: \_\_\_\_\_

Signed in the presence of the following:

  
MA. LOURDES D. MEDIRAN  
Deputy Executive Director

  
ROWENA D. MENDOZA  
OIC-DM, Operations Group 2

  
MALERNA C. BUYAO  
Chief, Controllership Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF PASAY ) S.S

NOV 03 2020

BEFORE ME, a Notary Public for and in the City of Pasay, on this \_\_\_\_\_ day  
\_\_\_\_\_ of personally appeared the following:

Name	Competent Evidence of Identity	Issued at/on
PAULINA SUACO-JUAN	_____	_____
DEMAGE INTERNATIONAL; MESSE LIMITED	_____	_____

known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities they represent.

This instrument, which refers to a Contract of Services consisting of SIX (6) pages including this page whereon this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page.

WITNESS MY HAND AND SEAL on the place and date first-written above.

*[Signature]*  
**MA GLEOFFE L. JAIME**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2021  
 COMMISSION NO. 20-04  
 POLL NO. 27802

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