

ASIA FRUIT LOGISTICA Exhibition

Terms and Conditions

1 Event/organiser

- 1.1 ASIA FRUIT LOGISTICA (“**Event**”) is a specialised trade show for the international fruit & vegetable trade in Asia. Since there are unique demands for services and logistics in all areas of the fresh produce industry, related service providers are also included in the Event. In addition, the know-how necessary for the marketing of produce also plays an important role at the Event. The Event will take place at the Asia-World-Expo in Hong Kong.
- 1.2 The organizer of the Event is Global Produce Events, GmbH (“**Global Produce Events GmbH**” or “**Organiser**”), with legal address at Messedamm 22, 14055 Berlin, Germany.

2 Dates

- 2.1 **Duration of Event**
Duration: 28th – 30th September 2021
- 2.2 **Registration deadline**
30th March 2021
- 2.3 **Submission of essential construction plans**
15th July 2021
- 2.4 **Opening hours**
Visitors: 10:00 – 17:00
Exhibitors: 9:00 – 18:00
- 2.5 **Time of Construction**
26th September 2021 8:00 – 24:00
27th September 2021 8:00 – 24:00
- All stand construction/set-up work must be finished by 24:00 on 27th September 2021
- 2.6 **Time of Dismantling**
30th September 2021, 17:00 – 22:00
01st October 2021, 8:00 – 16:00
- 2.7 **Set-up/Dismantling**
Every exhibitor is obliged to completely equip and furnish the stand and to staff it with personnel for the duration of the Event.
Stands may not be dismantled before 17:00 on Thursday, 30th September 2021. If the exhibitor fails to comply with this provision, the Organiser is entitled to impose a penalty to be determined by the Organiser in each individual case at its reasonable discretion, the amount which is EUR 6,000 per day, and the appropriateness of which shall be examined by the competent court in the event of a dispute. The exhibitor shall be entitled to provide evidence that Organiser has suffered no damages or significantly less damages. The possibility of asserting further claims shall remain unaffected. The Organiser reserves the right to make alterations to this schedule. Please note any subsequent updates.

3 Participation conditions

3.1 Participation Conditions

Only companies and organizations involved in activities related to the trade show theme with regard to the industry and product group indices are legible for participation. Submission of registration form(s) alone does not entitle the applicant to participate at the Event. The Organiser decides on admission at its due discretion, taking into account the purpose of the Event and the available capacity. There is no further legal right for admission. Admission is not transferable. Claims for compensation based on application refusal will not be considered.

GPE determines the approval or refusal of applications. Should an application be accepted, the applicant will receive notification in writing and a detailed stand description. The notification of application approval is valid only for the therein-named exhibitor and the exhibition material as specified in the registration form. The transfer of all or some of your rights as exhibitor to a third party is not permitted.

Additional agreements are only valid upon receipt of written consent from the event management.

3.2 Stand Placement

Space allocation and stand sizes are determined in accordance with the trade show theme and the given spatial resources. However, the wishes of exhibitors will be taken into consideration as much as possible. The date on which formal application is received is not a decisive factor in this context. Swapping of allocated stand placements without the explicit consent of the event management is not permitted. Exhibitors are personally required to inform themselves on the location, dimensions, and possible imperfections of their allocated stand. Should the event management decide to make any changes in a space that has already been allocated (e.g. construction changes, installations), the exhibitors affected will receive timely notification. The event management reserves the right to make changes in stand placements to comply with unforeseen circumstances.

Should this be the case, affected exhibitors will as far as possible be allocated a comparable space to the greatest extent possible. Exhibitors have the right to cancel their registration within one week upon the receipt of the reallocation notification. Neither party shall have the right to compensation should this occur.

3.3 Site Work Deposit

Exhibitors may appoint their own contractor for stand design and construction, subject to the contractors being approved by Organiser, and if approved, the contractor must lodge with the Organiser a refundable damage deposit equivalent to EUR 70 per m² but not less than EUR 1,200 per stand. See also Section 7.2. of Technical Guidelines.

4 Exhibition Costs

Exhibition Costs contain both, a compulsory and non-refundable Registration Fee and Stand Costs.

4.1 Registration Fee

A compulsory and non-refundable Registration Fee of EUR 800 for each exhibitor and each co-exhibitor will be charged. This Fee includes the ASIA FRUIT LOGISTICA ON digital services.

4.2 Stand Costs

The Stand Costs will be charged according to the selected stand size (see for detailed information page 2 of Stand Registration Form). The Stand Costs include the rent for the exhibition space for the entire duration of the Event, a public liability insurance, a specific number of exhibitor and work badges (see for detailed information Section 7 of these ASIA FRUIT LOGISTICA Exhibition Terms and Conditions) and the use of all general technical and service facilities at the exhibition ground like hall lighting, ventilation, air conditioning and cleaning of the aisles. The Stand Costs do not include electricity or water utilisation or cleaning on the stand.

Stand up to 18 m² (Complete Stand Package, which includes space area up to 18m² & Complete Stand Construction (see 4.3) EUR 405/m²

Stands more than 18 m² (space only)

- Row (1 side open) EUR 300/m²
- Corner (2 sides open) EUR 315/m²
- Peninsula (3 sides open) EUR 330/m²
- Island (4 sides open) EUR 345/m²

A Complete Stand Construction for **Stands more than 18 m²** can be booked at a price of EUR 105 per m².

Two story stands will be subject to an additional charge of EUR 300 for each square meter of upper structure.

4.3 Complete Stand Package

It is mandatory to choose a Complete Stand Package when renting up to 18 m². The price shall vary depending on the selected stand form and items.

5 Withdrawal from contract

The terms in Section 8 of the General Terms and Conditions for Global Produce Events GmbH Trade Fairs and Exhibitions apply after successful registration. The same applies for order cancellations of ASIA FRUIT LOGISTICA complete stands.

6 Terms of payment

- 6.1 The period of payment is specified in the stand rental invoice. Please make reference to the invoice number and the customer number.
- 6.2 If additional space is subsequently requested and allocated, the additional fees are to be paid immediately.
- 6.3 In the event of late or incomplete payment, the statutory default interest pursuant to § 288, Paragraphs 1 and 2 of the German Civil Code (Bürgerliches Gesetzbuch) will be charged. Global Produce Events GmbH reserves the right to claim further damages caused by delay.
- 6.4 Additional orders or services will be invoiced

separately.

- 6.5 The amount due is to be paid immediately upon receipt of invoice.
- 6.6 Fixed Exchange Rate. All payments must be made in EUR. If payments are made in US-Dollar, the fixed exchange rate for the US-Dollar against the EUR of 1.25 shall apply.
- 6.7 For each alteration of invoices for which Global Produce Events GmbH does not assume responsibility, an additional handling fee of EUR 80 will be charged.

7 Exhibitor and Employee passes

7.1 Exhibitor passes

Exhibitors are entitled to the following number of passes:
up to 20 m² of rental space four passes and for every additional 10 m² one pass and for each registered co-exhibitor one additional pass. Additional exhibitor passes cost EUR 40 in advance and EUR 60 on-site each.

- 7.2 **Set-up/Dismantling passes** Exhibitors will receive passes for stand set-up and dismantling staff as required.

8 Technical guidelines

Exhibitors must comply with Global Produce Events GmbH and Asia-World-Expo technical guidelines including operation, fire safety, construction, and other security regulations. Exhibitors must also comply with rules and regulations as specified by work health & safety laws of Hong Kong (see guidelines here).

9 COVID-19 hygiene and safety concept

- 9.1 Before participating in the Event, exhibitors and co-exhibitors are required to obtain information about and comply with the currently valid regulations, laws, ordinances and other decrees issued in connection with the containment of SARS-CoV-2 (COVID-19). Furthermore, the exhibitor is obliged to observe the hygiene and safety measures issued by the Venue (details here) and the Organiser for the Event.
- 9.2 Exhibitors and co-exhibitors must ensure that any contracted third parties are informed about and comply with the valid regulations and measures. Furthermore, the exhibitor and co-exhibitor are responsible for complying with the applicable hygiene and protection regulations on the stand. Global Produce Events GmbH reserves the right to bar anyone who does not abide by the regulations for containing the COVID-19 virus and/or fails to comply with the hygiene and safety measures from participating in the Event.

10 Sales

Direct sales are not permitted. This applies to all direct sales to consumers. Non-permissible indirect business transactions with consumers include transactions in which a primary product, which can only be used in conjunction with another product, is given free of charge.

11 Food samples

Stands offering food samples free of charge or otherwise, must comply with all rules and regulations related to food, hygiene, health and safety and any other relevant laws in force in Hong Kong with respect to this.

12 Noise

Product presentations during the trade show may not be so loud as to disturb other exhibitors in the vicinity. In order to ensure that exhibitors can conduct their talks and meetings undisturbed, the noise level resulting from presentations on the stands (including live music, shows, moderations etc.) must remain below 50 decibels. Special events (e.g. receptions) to be held on the stands require written consent of Global Produce Events GmbH; this also applies to events exceeding the daily opening hours.

13 Construction and fire safety regulations

All emergency exits, stairwells, fire alarms, water hydrants, smoke vents, electrical connections, fuse boxes, telephone switch-boards, and the ventilation system must be kept clear. Open fires for cooking, heating, or operation purposes are not permitted. Packing materials, papers, and other combustibles may not be discarded on the hall floor. Vehicles, containers, and storage bins may not be parked/located within 5 metres of the hall walls. For further details regarding technical and construction regulations please refer to the Online Service Manual (OSM).

14 Liability Insurance

Exhibitors are expected to carry sufficient insurance in general. Specific obligatory Public Liability Insurance cover, as dictated by the exhibition centre management (Asia-World-Expo Management Limited). The coverage indemnifies the exhibitor against all sums which the exhibitor shall become legally liable to pay as damages consequent upon accidental i) bodily injury and ii) property damage to the property of Third Parties arising out of any of the exhibitors operations on the premises of Asia-World-Expo Centre, Hong Kong International Airport, Lantau for the duration of the ASIA FRUIT LOGISTICA 2021. The limit of indemnity is EUR 10.000.000 for any one occurrence. The jurisdiction of the insurance is Hong Kong. This insurance does not include legal liability arising out of erection or dismantling works of the venue or stands. For details regarding insurance clauses refer to the Online Service Manual (OSM).

15 Granting of rights

15.1 The Exhibitor hereby grants Global Produce Events GmbH the simple, non-exclusive, transferable and worldwide right to use ("**Usage Rights**") of data, logos, images, advertising spots, advertisements, etc. (collectively "**Exhibitor Content**"), which Exhibitor has made available to Global Produce Events GmbH in connection with the services provided by Global Produce Events GmbH. The Usage Rights entitles Global Produce Events GmbH for the purpose of this contract and limited to the

period of the services provided by Global Produce Events GmbH, to edit, copy, publish, display and disseminate the Exhibitor Content as well as to integrate and make them publicly accessible on the event website, digital event platform and in any other the event related medium and location. The aforementioned granting of Usage Rights shall also apply in particular to existing and future copyrights and ancillary copyrights to the Exhibitor Content, the right to one's own image, as well as rights to names, titles, trademarks and other signs.

15.2 The exhibitor guarantees that the exhibitor is the respective owner of the Exhibitor Content and/or that the exhibitor holds all necessary right to dispose of the Exhibitor Content and that the exhibitor therefore can effectively grant the Usage Rights to Global Produce Events GmbH as specified in section 15.1 of these ASIA FRUIT LOGISTICA Exhibition Terms and Conditions.

15.3 The exhibitor also guarantees that the Exhibitor Content made available to Global Produce Events GmbH is free of any third-party rights which could conflict with the granting of the Usage Rights under this contract. The exhibitor guarantees in particular that no personal rights of third parties will be infringed by the use of the Exhibitor Content within the framework of this contract, in particular that the persons depicted agree to the use of the Exhibitor Content as specified under this Contract.

15.4 If third parties assert an infringement of their rights through the use of the Exhibitor Content, the exhibitor shall indemnify and hold harmless Global Produce Events GmbH upon first request from all claims of third parties, in particular from claims for copyright and personal rights violations, infringement of patent, trademark, design and utility model rights, in the event of culpable action. This includes any costs incurred by Global Produce Events GmbH for legal defence. The exhibitor shall immediately notify Global Produce Events GmbH of any impairment of the rights covered by this contract. Any measures taken by the exhibitor must be agreed in advance with Global Produce Events GmbH. Each exhibitor is also obliged to support Global Produce Events GmbH fully and unreservedly in the defence of their rights.

15.5 The granting of the Usage Rights in accordance with the sections 15.4 to 15.1 of these ASIA FRUIT LOGISTICA Exhibition Terms and Conditions shall be compensated by the advertising effect generated by the publication of the Exhibitor Content.

15.6 Global Produce Events GmbH is not responsible for the content of the data and can therefore not hold liable for any damages or losses as a result of the agreed use of the data.

15.7 Global Produce Events GmbH expressly reserves the right, without having the corresponding obligation to check, to verify or to audit the Exhibitor Content, to refuse publishing the Exhibitor Content provided by

the exhibitor or to subsequently removing or editing the Exhibitor Content if

- its content violates laws, regulations or official orders; or
- its contents infringes the presumed rights of third parties; or
- its contents were objected by the German Advertising Council in a complaint procedure; or
- publication und presentation is unreasonable for Global Produce Events GmbH due to the contents, origin and/or technical form.
“Unreasonable” within the meaning of this subsection shall in particular include contents and representations which violate the principles of the protection of minors, that is in any form discriminatory and/or offensive and/or refers to such content and representations, or which do not meet the quality standards usually expected for such content and/or representations in technical and/or qualitative terms, and for which it is therefore to be feared that Global Produce Events GmbH and/or the Event will suffer not inconsiderable damage to its image, reputation or goodwill. The same applies also to content and representations that are likely to disparage other exhibitors and/or sponsors and/or event participants and/or their public perception.

15.8 In the cases of section 15.7 of these ASIA FRUIT LOGISTICA Exhibition Terms and Conditions, Global Produce Events GmbH shall inform the exhibitor of the measures taken. Global Produce Events GmbH shall not be responsible for the resulting delays in the provision of services or the resulting loss of exhibitor’s participation at the Event. In such cases, the exhibitor shall not be entitled to claim any losses or damages.

16 Availability of Services and Constraints

16.1 Within the scope of the following paragraphs and within the framework of foreseeable requirements, Global Produce Events GmbH guarantees that the Exhibitor Content on the event website, digital event platform and any other event related medium or location will be reproduced in accordance with the usual technical standard. The exhibitor is aware, however, that it is not possible to provide a completely error-free service according to the state of the art. In particular, an error in the presentation of the data does not exist if it is caused by the use of unsuitable presentation software and/or hardware (e.g. browser).

16.2 If the reproduction of Exhibitor Content is temporarily not possible due to a disruption in the communication networks of other operators, or due to a computer failure at third parties (e.g. other providers), or due to incomplete and/or non-updated offers on so-called

proxies (intermediate storage), Global Produce Events GmbH’s claim for payment remains in full.

16.3 In the event of inadequate reproduction quality of the Exhibitor Content for which Global Produce Events GmbH is responsible, the exhibitor shall be entitled to faultless replacement advertising, but only to the extent that the purpose of the image and text material has been impaired. If the replacement advertising fails or is unreasonable, the exhibitor shall be entitled to a reduction in payment. In such a case, however, the exhibitor may not withdraw from this contract or assert other claims (e.g. losses or damages).

16.4 The exhibitor is not entitled to any further warranty or other claims (e.g. for damages). Global Produce Events GmbH must be notified in writing of any defects within seven (7) business days of performance of the service. If notification is not made within the aforementioned period, the warranty rights shall lapse. This shall not apply if Global Produce Events GmbH has fraudulently concealed the defect or has assumed a guarantee for the quality of the item.

1.1 Place of jurisdiction The place of jurisdiction for the settlement of disputes in connection with the participation of exhibitor at the Event, also in a case involving documents, bills of exchange and cheques is Berlin Germany, provided that the exhibitor is a businessman, legal entity in the public law, or a special fund under public law or if exhibitor does not have a general place of jurisdiction in the Federal Republic of Germany.

1.2 Statute of Limitations

Claims by exhibitors against Global Produce Events GmbH expire after 6 months if not precluded by cogent legal regulations.

1.3 Redemptory Clause

If any individual provisions in these conditions of participation become void, this shall not affect the validity of the other regulations. The void provision should be altered in such a way as to fulfil the intended purpose.