

# General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events GmbH

## 1 Allocation of Stands

### 1.1 Stand Applications

Applications to participate in a trade fair or exhibition ("Event") must be made using the form marked "Stand Application Form".

This form should be completed carefully and must include a legally binding signature. The application is an irrevocable offer to enter into a contractual agreement with Global Produce Events GmbH, to which the exhibitor is committed until the commencement of the event.

### 1.2 Details of the Contract

The main sections of the contract are

- a) the Stand Application Form,
- b) the ASIA FRUIT LOGISTICA Exhibition Terms and Conditions,
- c) the Regulations as contained in the Online Service Manual (OSM),
- d) this General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events GmbH.

In the case of a conflict between the provisions of these various regulations, the provisions shall apply in the order listed above.

### 1.3 Conclusion of the Contractual Regulations

By confirming the stand application the exhibitor recognises as binding the ASIA FRUIT LOGISTICA exhibition terms and conditions, the Regulations contained in the Online Service Manual (OSM) as well as these General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events GmbH. The exhibitor is responsible for ensuring that its employees, its vicarious agents as well as each co-exhibitor also comply with all terms and conditions of the contract in every respect.

## 2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one representative in their application who will be authorized and vested with sufficient power to negotiate with Global Produce Events GmbH on their behalf.

The authorised party bears the same liability for any faults or cases of negligence on the part of those whom the representative is authorised to

represent as the representative does for representative's own faults and negligence. The participating exhibitors are liable jointly and severally to Global Produce Events GmbH.

## 3 Conclusion of the Agreement

### 3.1 Confirmation of Participation

The decision whether to accept the offer will be made by Global Produce Events GmbH, who will then issue written confirmation (acceptance of the exhibitor and the exhibits for which application has been made).

### 3.2 Restrictions on the Exhibitor and Exhibits

If relevant grounds exist, and in particular if there is insufficient space, Global Produce Events GmbH may exclude individual exhibitors from participating, and may also limit the Event to specific groups of exhibitors, if this becomes necessary in order to attain the objectives of the Event. This also applies to exhibits.

### 3.3 Deviations from the Application

If Global Produce Events GmbH accepts the application for display space or for exhibits, subject to extensions, restrictions or other alterations, it is obliged to abide by this offer for a period of two weeks.

## 4 Allocation of Stands

### 4.1 Principle

In allocating the stand placement Global Produce Events GmbH will take into account the subject and the way in which a particular Event is subdivided, as well as the space that is available. Global Produce Events GmbH will endeavor to meet specific requests for stand forms (i.e. number of open sides) and stand locations wherever possible. Global Produce Events GmbH does not guarantee the availability of ceiling suspension points or possibilities above the allocated stand. The exhibitor should indicate its desire for ceiling suspension points by ticking the corresponding point on page 2 of the application form. Global Produce Events GmbH will endeavor to meet its request wherever possible.

### 4.2 Changes to Adjoining Stands

The exhibitor should accept that changes may take place in the situation on other stands at the beginning of the Event, compared with the time at which initial acceptance was granted. No claims for damages by either party can be entertained.

### 4.3 Exchanging Stands or Transferring them to Third Persons

The allocated stand may not be exchanged for that of another exhibitor, nor may it be transferred either partially or completely to a third party unless

agreement has been reached with Global Produce Events GmbH.

## 5 Exhibits

### 5.1 Removal, Exchange

Only the agreed exhibits may be displayed. Furthermore they may only be removed subject to the approval of Global Produce Events GmbH. Exhibits may only be replaced by other items if written agreement has been obtained from Global Produce Events GmbH, and replacement must take place at least one hour before the official daily opening time, or one hour after the official closing time.

### 5.2 Exclusions

Global Produce Events GmbH is entitled to demand that exhibits should be removed if these were not included in the stand hire contract, or if they subsequently prove to cause annoyance or danger, or are incompatible with the objectives of the Event. In the event of non-compliance, Global Produce Events GmbH is entitled to have recourse to law in removing the exhibits at the exhibitor's expense.

### 5.3 Direct Sales

Unless expressly permitted, no items may be sold directly. If such approval is given the exhibits must be marked with clearly legible price tickets. It is the exhibitor's responsibility to obtain the necessary approval from the trading and health authorities, and to observe these regulations. The Online Service Manual (OSM) contains further details.

### 5.4 Protection of Copyrights and Patents

It is the responsibility of the exhibitor to ensure that intellectual property rights like copyrights, patents, trademarks, industrial design and other in Hong Kong are complied with.

## 6 Terms of Payment

### 6.1 Date when Payment becomes Due

The registration fee as well as the stand costs, as stated in the confirmation of acceptance and the stand rental invoice, is payable on the dates listed in the conditions of participation, and should be remitted to the account of Global Produce Events GmbH as indicated on the invoice. When making payments please state customer number and invoice number. Invoices for all ancillary costs will be issued immediately following the end of the event. The sum becomes payable on the issue of the invoice.

### 6.2 Transfer of Claims, Offsetting Claims

Claims against Global Produce Events GmbH are not transferable. Claims may only be off-set in the case of uncontested counterclaims or

counter-claims which have been ruled valid.

## 6.3 Objections

Objections to invoices will only be considered if submitted to Global Produce Events GmbH in writing within 14 days following issue of the invoice.

## 6.4 Hirer's Rights of Lien

In order to secure any claims it may have, Global Produce Events GmbH shall be entitled to exercise its rights of lien as hirer, and to sell the items thus withheld as it wishes, following notification in writing. Global Produce Events GmbH is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

## 7 Restriction of Organiser's Liability, Insurance

**7.1** The Organiser does not guarantee that the agreed services will achieve the effect intended by the exhibitor or the co-exhibitor, unless Organiser has made its execution more difficult or thwarted by culpable breach of essential contractual obligations or by grossly negligent behaviour. The exhibitor acknowledges that the services agreed in this participation contract may be restricted by public law regulations. The Organiser shall not be liable for damages in the event of restrictions arising from such regulations.

**7.2** The Organiser shall be liable for damages caused intentionally or through gross negligence by the Organiser, its legal representatives, executive staff or vicarious agents, irrespective of the legal grounds.

**7.3** The Organiser shall be liable for damages in the case of simple negligence, subject to statutory limitations of liability (e.g. care in own affairs), only:

7.3.1 for damages resulting from injury to life, body or health;

7.3.2 for damages resulting from the violation of an essential contractual obligation. "**Essential contractual obligations**" are those obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose observance the respective other Contractual Party may regularly rely. In the event of a breach of essential contractual obligations, the Organiser's liability for damages in cases of simple negligence shall be limited to the amount of damages typically occurring and foreseeable at the time the contract was concluded.

**7.4** The strict liability (non-fault liability) of Global Produce Events GmbH for damages

caused by preexisting deficiencies associated with rented space and equipment is ruled out.

**7.5** Insofar as the liability of the Organiser is excluded or limited, this shall also apply to the employees, executives, vicarious agents and legal representatives of the Organiser.

**7.6** The aforementioned exclusions and limitations of liability shall not apply in the event of injury to life, body or health of persons caused due to negligence, the explicit assurance of characteristics and in the event of liability under the Product Liability Act.

**7.7** The exhibitor is liable in accordance with legal regulations. Exhibitors are obliged to carry sufficient insurance. For further details see Terms and Conditions in Online Service Manual (OSM).

## **8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Global Produce Events GmbH**

### **8.1 Cancellation, Non- participation on the Part of the Exhibitor**

The entire exhibition costs shall still be payable if the exhibitor cancels its participation or reduces unilaterally the booked exhibition space or fails to take part in the Event (No-Show); irrespective if with or without notification of cancellation.

In this case, if, without being obliged to do so, Global Produce Events GmbH assigns all or part of the booked exhibition space to a third party ("**third-party exhibitor**"), which Global Produce Events would not have otherwise assigned an exhibition space, Global Produce Events shall reimburse the exhibitor for the (pro rata) stand costs attributable to the Event minus the reduced amount, which Global Produce Events GmbH incurs (i.e. the difference between stand costs agreed with the exhibitor and the stand costs agreed with the third-party exhibitor), as well as (ii) a flat-fee reimbursement of expenses amounting to 25% of the stand costs agreed with the exhibitor for the effort made by Global Produce Events to find a third-party exhibitor. The exhibitor shall be permitted to prove that the expenses incurred by Global Produce Events GmbH are significantly lower than the flat-fee compensation for expenses (in this case the lower amount shall be owed as compensation for expenses). The exhibitor's obligation to pay for other deliveries and services already provided upon his request shall remain unaffected. This shall also apply to the Registration Fee. Global Produce Events is not obliged to accept a substitute exhibitor nominated by the exhibitor.

### **8.2 Withdrawal by Global Produce Events GmbH**

Global Produce Events GmbH is entitled to withdraw under the following circumstances:

8.2.1 if the registration fee and/or stand costs is not received in full at the latest by the date stated in the invoice for participation costs and if the exhibitor does not pay before the expiry of any extension period that may be granted;

8.2.2 if the stand is not occupied in time, i.e. if it is not obviously occupied within 24 hours of the official opening;

8.2.3 if the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;

8.2.4 if the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if Global Produce Events GmbH subsequently becomes aware of any reasons which, had they been known before, would have excluded that person from participation. This applies in particular when bankruptcy or insolvency proceedings have been instituted, or if the exhibitor becomes insolvent. Exhibitors are required to inform Global Produce Events GmbH immediately in such circumstances.

In the cases referred to above, Global Produce Events GmbH is entitled to claim damages. Section 8.1 may be applied accordingly.

## **9 Reservations (cancellation, postponement, shortening and termination of the Event due to a justified exceptional situation as well as cancellation for economic reasons)**

**9.1** In the event of a justified exceptional situation (as defined in section 9.2), which makes it impossible or unreasonably difficult to hold the Event within the planned spatial and/or temporal scope, Global Produce Events GmbH shall be entitled, at its discretion and taking into account the interests of the exhibitor in holding the Event (and, in the event of a change to or deviation from the agreed service, also taking into account the reasonableness of such a change or deviation for the exhibitor), to choose whether

- (i) to cancel the Event ("**Cancellation**") or
- (ii) to postpone the Event to another period ("**Postponement**") or
- (iii) to shorten the Event Period ("**Shortening**") or
- (iv) to terminate the Event ("**Termination**") if the Event had already started when such a situation arises.

**9.2** A "**justified exceptional situation**" within the meaning of section 9.1 is the existence of Force Majeure or another Comparable Event.

9.2.1 **“Force Majeure”** is an event with external influence, unforeseeable at the time of the conclusion of the participation contract, has no operational or personal connection or cannot be attributed to the sphere of one of the Contractual Parties and cannot be averted even by exercising the utmost care that can reasonably be expected. This includes, in particular but not exhaustively, the events listed below as examples: Natural disasters and their consequences, war, terrorist attacks, social unrest, pandemics, endemics, the interruption or massive impairment of transport, supply or telecommunications connections. Cases of Force Majeure also include (but are not limited to) the enactment of legal regulations (e.g. laws or ordinances) or official or public law measures for which the Contractual Parties are not responsible or urgent official warnings or recommendations relating to the fact that the Event cannot or may not be carried out as planned.

9.2.2 **“Other Comparable Events”** in accordance with section 9.2, sentence 1 shall also be deemed to include unforeseeable lawful strikes and lawful lockouts as well as other interruptions or disruptions of operations for which the Contractual Parties are not responsible.

9.2.3 An event is considered to be **“unforeseeable”** within the meaning of the aforementioned section 9.2.1 and 9.2.2 if, at the time of conclusion of the participation contract, it could not be assumed, after reasonable assessment of actual indications and with regard to the time of the Event, with sufficient probability, that a case of force majeure or Other Comparable Event was imminent.

9.2.4 Furthermore, a justified exceptional situation as per section 9.2 shall also be deemed to exist if, at the time of the measure taken in accordance with section 9.1, it can be assumed with sufficient probability on the basis of a reasonable assessment of actually existing indications that a case of Force Majeure or Other Comparable Event within the meaning of section (iv) is imminent at the time of the event. This is also the case, for example, if a justified exceptional situation existed at an earlier point in time and has been remedied in the meantime, but a new justified exceptional situation is to be expected at the time of the Event (e.g. a further wave of infection from the COVID19 pandemic).

**9.3** The following is applicable in cases of **cancellation** of the Event by Global Produce Events GmbH as per section 9.1 (i):

9.3.1 Global Produce Events GmbH shall be obliged to inform the exhibitors immediately about the cancellation.

9.3.2 Global Produce Events GmbH's claim to the stand costs pursuant to section 4.2 of the

ASIA FRUIT LOGISTICA exhibition terms and conditions shall lapse and the stand costs already paid shall be immediately refunded to the corresponding exhibitor. However, the exhibitor shall reimburse any ancillary services and additional services already provided by Global Produce Events GmbH. The obligation to pay the registration fee remains unaffected.

9.3.3 In the event of cancellation within four (4) months prior to the Event, Global Produce Events GmbH shall also be entitled to reimbursement up to 25% of the stand costs on the basis of the services already rendered by Global Produce Events GmbH for the preparation for the Event (installation of technical infrastructure, marketing measures, exhibitor services). The exhibitor shall be entitled to prove that Global Produce Events GmbH has not incurred any expenses in the specific case or that the reasonable amount is significantly lower than the flat-rate amount for expenses; in the event of such proof, no amount or the lower amount shall be due.

9.3.4 Claims for damages by the exhibitor due to the cancellation of the Event shall be excluded because Global Produce Events GmbH is not at fault. If and insofar as Global Produce Events GmbH is at fault in an individual case, the regulations in section 7 shall apply with regard to the liability of Global Produce Events GmbH.

**9.4** The following is applicable in cases of temporal **postponement** as per section (i)(ii) and a **shortening** as per section (ii) (iii):

9.4.1 Global Produce Events GmbH shall be obliged to provide the exhibitor with a statement regarding the postponement and/or shortening without delay.

9.4.2 The participation contract shall be amended to the extent that it applies to the new period or duration of the event and the exhibitor does not object to the amendment of the contract within twenty eight (28) working days of receipt of the notification.

9.4.3 If the exhibitor objects to the postponement and/or shortening, Global Produce Events GmbH's claim to the stand costs pursuant to section 4.2 of the ASIA FRUIT LOGISTICA exhibition terms and conditions shall lapse and the stand costs already paid shall be immediately refunded to the corresponding exhibitor. Global Produce Events GmbH's claim to remuneration for additional services already provided as well as the obligation to pay the registration fee shall remain unaffected by this.

9.4.4 If the exhibitor objects to the postponement and/or shortening within four (4) months prior to the start of the Event, Global Produce Events GmbH shall be entitled, on the basis of the services already provided by the exhibitor for the preparation for the Event (installation of the technical infrastructure,

marketing measures, exhibitor services), to claim compensation from the exhibitor for expenses to be determined at its reasonable discretion, up to a maximum of 25% of the stand costs. The exhibitor shall be entitled to prove that Global Produce Events GmbH has not incurred any expenses in the specific case or that the reasonable amount is significantly lower than the flat-rate amount for expenses; in the event of such proof, no amount or the lower amount shall be due.

9.4.5 Claims for damages by the exhibitor shall be excluded because Global Produce Events GmbH is not at fault. If and insofar as Global Produce Events GmbH is at fault in an individual case, the regulations in section 7 shall apply with regard to the liability of Global Produce Events GmbH.

**9.5** The following is applicable in cases of **termination** of the Event as per section (iii) (iv):

9.5.1 Global Produce Events GmbH's claim to payment of the stand costs shall continue to exist, unless the termination of the Event leads to a shortening of the Event period by more than 40%. In this case, Global Produce Events GmbH's claim shall be reduced to 80% of the stand costs in accordance with section 4.2 of the ASIA FRUIT LOGISTICA exhibition terms and conditions and the difference between the stand costs and the amount already paid shall be immediately refunded to the corresponding exhibitor. Global Produce Events GmbH's claim to remuneration for additional services already provided as well as the obligation to pay the registration fee shall remain unaffected by this.

9.5.2 Claims for damages by the exhibitor shall be excluded because Global Produce Events GmbH is not at fault. If and insofar as Global Produce Events GmbH is at fault in an individual case, the regulations in section 7 shall apply with regard to the liability of Global Produce Events GmbH.

**9.6** Notwithstanding the above provisions, Global Produce Events GmbH shall be entitled to cancel the Event at its reasonable discretion and taking into account the justified interests of the exhibitors (which shall include, among other things, the preparatory measures already taken by the exhibitors for the Event) and to terminate the corresponding participation contracts at the latest twelve (12) weeks before the planned date of the Event, if economic viability cannot be achieved or if the level of registrations indicates that the essential objective of the Event (in particular the presentation of a representative range of products and services from one or more economic sectors) cannot be achieved and the purpose of the Event is therefore missed. The deadline may be shortened if the nature of the Event allows for cancellation at shorter notice. The following applies in this case:

9.6.1 Global Produce Events GmbH shall provide reasons for the cancellation of the Event and the termination of participation contracts.

9.6.2 With the cancellation of the Event Global Produce Events GmbH's claim to payment of the stand costs pursuant to section 4.2 of the ASIA FRUIT LOGISTICA exhibition terms and conditions shall lapse. The stand costs that has already been paid shall be refunded to the corresponding exhibitors. Global Produce Events GmbH's claim to remuneration for additional services already provided as well as the registration fee shall remain unaffected by this.

9.6.3 Claims for damages by the exhibitor shall be excluded because Global Produce Events GmbH is not at fault. If and insofar as Global Produce Events GmbH is at fault in an individual case, the regulations in section 7 shall apply with regard to the liability of Global Produce Events GmbH.

## **10 Workers' and Exhibitors' Passes**

### **10.1 Workers' Passes**

Exhibitors will be supplied free of charge with passes for themselves and for any auxiliary staff employed during construction and dismantling. These will only be valid during construction and dismantling periods, and do not entitle the holders to enter the Exhibition Grounds during the event itself.

### **10.2 Exhibitors' Passes**

Exhibitors will receive a limited number of special passes valid for the duration of the exhibition or fair, for use by themselves and their employees, and entitling them to admission free of charge. Additional details can be found in the conditions of participation.

### **10.3 Regulations Applying to Both Types of Passes**

Passes are issued in the holder's name, or must be filled in correctly by the holder, who should also sign them. They are not transferable and are only valid in conjunction with an official ID document. In cases of misuse the passes will be withdrawn without compensation. In the case of joint participation by a number of exhibitors, only the authorised exhibitor will receive the required passes. Additional passes are available, for which a charge will be made.

## **11 Photographs and Film, Video and Sound Recordings**

Global Produce Events GmbH is entitled to take photographs, make drawings, or to make films or video recordings of events taking place at the fair, of structures and stands, or of exhibits, and to use these for advertising purposes or for publication in the media. No objections for whatever reason by exhibitors will be entertained. This also applies to photographs or recordings made directly by the

press or television with the approval of Global Produce Events GmbH.

## 12 Advertising

### 12.1 Scope

Advertising of all kinds is permitted but only within the stand hired by the exhibitor, on behalf of the exhibitor's own company, and only for exhibits manufactured or distributed by the exhibiting firm.

### 12.2 Approval

Advertising by means of loudspeakers, the display of slides or films, or the inclusion of performances or shows require the written approval of Global Produce Events GmbH. Written approval must also be obtained for the use of other equipment and installations intended to enhance the impact of advertising either optically or acoustically. Advertising of a political nature is strictly prohibited.

## 13 Official Approval, Legal Regulations, Technical Guidelines

In all cases it is the responsibility of the exhibitor to obtain official approval. Exhibitors are responsible for ensuring the compliance with regulations pertaining to trading and industrial law, police regulations, health regulations and other legal requirements. This also applies in particular to laws governing technical equipment. Moreover, exhibitors must observe the "Technical Guidelines" as specified in the Online Service Manual (OSM), in particular with regard to the regulations contained therein relating to stand construction and design, and the extensive safety regulations also specified in this folder.

## 14 Regulations for the Maintenance of Order

### 14.1 Domiciliary Rights

During the event exhibitors are subject to the domiciliary rights of Global Produce Events GmbH and AsiaWorld-Expo Management Ltd., which apply throughout the Exhibition grounds. Exhibitors must comply with instructions given by employees of Global Produce Events GmbH and AsiaWorld-Expo Management, Ltd., who will prove their identity by means of an appropriate identification document.

### 14.2 Parking Spaces

Efforts will be made to meet exhibitors' specific requirement regarding parking on the Exhibition Grounds. However no automatic rights exist to a parking space.

### 14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them to enter and to park within the Exhibition Grounds will not

be allowed access to the grounds during the event. Regulations pertaining to the delivery of goods and other items are covered by the conditions of participation.

### 14.4 Leaving the Grounds

Exhibitors and accompanying persons must leave the halls within one hour following the official closing time each day, and all vehicles must leave the grounds by this time. Any persons wishing to leave the exhibition with packages must furnish proof that they are entitled to do so to the security staff at the exits.

### 14.5 Miscellaneous

No animals are permitted on the Exhibition Grounds. Water required for use in connection with foodstuffs or for the cleaning of utensils coming into immediate contact with foodstuffs may only be obtained from taps supplying hygienic water. Water for such purposes may not be obtained from toilet facilities.

**14.6 Environmental Protection** Exhibitors are required to make every effort to protect the environment. In this respect they should also observe the Environmental Guidelines of Global Produce Events GmbH which are enclosed with the Online Service Manual (OSM).

## 15 General Regulations, Deadlines

### 15.1 Deadlines

The construction and dismantling periods will be specified in the ASIA FRUIT LOGISTICA exhibition terms and conditions.

### 15.2 Construction

Services for Exhibitors The Online Service Manual (OSM) contains a list of services available from companies authorised by Global Produce Events GmbH, regarding planning, construction and design of standard and individual stands. The contractual relationship will be exclusively entered by and between the exhibitor and the service company. Global Produce Events GmbH shall not become a party of this arrangement and shall therefore not be responsible for fulfillment of any contractual obligations, unless expressly determined otherwise in writing by Global Produce Events GmbH.

### 15.3 Clearance Passes

A clearance pass must be shown before exhibits can be removed at the end of the exhibition or trade fair. Such passes will only be issued and made available to the stand occupant if the stand rental invoice has been paid in full.

### 15.4 Dismantling Period

Stands may not be cleared before the end of the event. Dismantling must be completed by the end of the allotted dismantling period. On expiry of this period Global Produce Events

GmbH is entitled to undertake dismantling, removal of exhibits and their storage at the exhibitor's expense, or to order such arrangements to be made at the exhibitors' expense. Global Produce Events GmbH will only be liable for losses or damage to exhibits when such losses or damages are due to deliberate action or gross negligence. Global Produce Events GmbH is entitled to impose liens to cover any expenses thus incurred.

## **16 Stand Design**

### **16.1 Authorisation Certificate**

Exhibitors with ground-level, single-story stands without roofs with 2.5 metres height are not required to submit plans for approval, providing the stand is in compliance with all other technical guidelines. Any other type of stand, mobile stand or special constructions requires approval. Construction plans (floor plan and front view) must be submitted in duplicate to Global Produce Events GmbH for approval. Complete details can be found in the Online Service Manual (OSM).

### **16.2 General Appearance**

Stand walls bordering visitor aisles must include transparent panels, niches, displays or the likes in order to provide an open atmosphere on the exhibition stand in tune with the event. Such stand boundary walls facing any open aisle may not exceed 30 % of the stand length boundary, with each section of such wall no longer than 3 meters. Such boundary walls facing the aisle must be suitably decorated with graphics. Any stand construction which includes such stand boundary walls must be submitted for approval. Where the back wall of a stand measuring over 2.50 meters in height adjoins that of a neighbouring exhibitor, its appearance must be a neutral white, so as not to adversely affect the appearance of the other stand. The lessee is obliged to install a white partition separating his stand and the directly adjacent stand, which is structurally stable, has no gaps, and bears no advertising of any kind. Any stand construction which includes such walls must be submitted for approval. The exhibition stand must comply with the overall plan for the exhibition. Global Produce Events GmbH reserves the right to prohibit construction of unsuitable or inadequately designed stands.

### **16.3 Penalty Clause**

If the exhibitor fails to comply with the regulations as stated above (Sections 16.1, 16.2, 16.3), Global Produce Events GmbH is entitled to impose a penalty up to the amount of EUR 6.000 per day if its instructions and warnings are not heeded. The appropriateness of the penalty amount 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.

## **17 Online Service Manual (OSM)**

Together with the confirmation of acceptance, exhibitors will be supplied with access to the Online Service Manual (OSM), containing information such as: Technical guidelines, technical equipment standards in the halls, installations, stand constructions, design and furnishing, as well as about other services at trade fairs provided by companies authorised by Global Produce Events GmbH and other services. It also includes the necessary order forms.

## **18 General Inspection, Cleaning**

**18.1** Global Produce Events GmbH will provide security cover for the halls. However, it will only be liable for damages in the case of gross negligence. Security cover for the exhibition stand itself is a matter for the exhibitors. They are advised to take out appropriate insurance cover against such risks. During the night valuable and easily removable items should be securely locked up. Private security staff to guard the stands during the night-time may only be employed subject to written agreement by Global Produce Events GmbH.

**18.2** Global Produce Events GmbH will provide general cleaning on the grounds and in the aisles. Exhibitors are responsible for cleaning their own stands. Such cleaning work must be completed each day prior to the opening of the event.

**18.3** If the exhibitors do not employ their own personnel, stand cleaning and security must be arranged through the relevant company appointed by Global Produce Events GmbH.

**18.4** The exhibitor or his appointed stand constructors are responsible for disposing of any waste materials resulting from their work. In this respect the rules laid down in the environmental guidelines in the Online Service Manual (OSM) must be observed.

## **19 Technical Installations**

Regular supplies of electricity, water, gas and telephone services, along with other services in the halls, will be provided by companies authorised by Global Produce Events GmbH. Further details are contained in the conditions of participation.

## **20 Photography**

The taking of photographs, films or videos on behalf of exhibitors during the daily opening hours of the event may only be carried out by photographers, film or video production companies who have received authorisation by Global Produce Events GmbH and in possession of the appropriate pass. Such authorisation also

applies prior to and after the daily opening hours of the event. No other photographers or production companies will be permitted access to the Exhibition Grounds. Information on this matter can be obtained from the Global Produce Events GmbH.

## **21 Catering Services**

Catering services are provided exclusively by companies authorised by Global Produce Events GmbH.

## **22 Data Protection**

Exhibitors and Global Produce Events GmbH acknowledge that they are so-called "separate responsible parties" within the meaning of EU General Data Protection Regulation (EU-GDPR) and as such are solely responsible for the lawfulness of the processing of personal data in their respective area of responsibility. The exhibitor assures that exhibitor will comply with the data protection laws and regulations applicable to exhibitor and in particular will adequately inform exhibitor's employees and processors about data processing by Global Produce Events GmbH.

## **23 Online Dispute settlement platform**

**23.1** The European Commission provides a platform for out-of-court online dispute resolution (OS platform), which can be accessed at [www.ec.europa.eu/Consumers/Odr](http://www.ec.europa.eu/Consumers/Odr) Global Produce Events GmbH' contact details, including e-mail address, can be found in the imprint on the Event's website.

**23.2** Global Produce Events GmbH is neither obliged nor willing to participate in the dispute resolution procedure.

## **24 Concluding Regulations**

### **24.1 Changes and Amendments in Writing**

Any changes to the contents of this agreement and ancillary agreements, are only legally binding if they have been confirmed in writing by Global Produce Events GmbH.

### **24.2 Applicable Law**

The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **24.3 Place of Performance**

The place of fulfilment is Hong Kong.

**24.4 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.

### **24.5 Statute of Limitations**

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

### **24.6 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.