

1. General Terms and Conditions for Participation at the ASIA FRUIT LOGISTICA ON (18.-20.11.2020)

I. Scope

1. These General Terms and Conditions for the Participation at the ASIA FRUIT LOGISTICA ON (“General Terms and Conditions”), as effective at the time of the conclusion of participation contract (“Contract”), apply for the Contract between Exhibitor and/or Visitor and Global Produce Events GmbH with regard to the participation at the ASIA FRUIT LOGISTICA ON (“AFL Digital Event”).
2. Organizer of the Digital Event is the Global Produce Events GmbH (“GPE GmbH”), located at Messedamm 22, 14055 Berlin, Germany.
3. Exhibitor and/or Visitor of the AFL Digital Event are companies, institutions, media, associations and research facilities that are active in the field of fruit & vegetable trade for the Asian market, who contact GPE GmbH and access the AFL website (www.asiafruitlogistica.com) in order to participate at the AFL Digital Event.
4. Any conflicting, deviating or supplementary terms and conditions for purchase or terms and conditions for business or any other terms and conditions of the shall not apply, unless GPE GmbH expressly approves to their applicability. These General Terms and Conditions shall also apply if GPE GmbH unconditionally performs Services despite knowledge of differing or contrary terms and conditions of the Exhibitor and/or Visitor.

II. AFL Digital Event

1. **Duration of the event**
November 18 –20, 2020
2. **Registration deadline (thereafter upon only request)**
October 31, 2020
3. **Opening hours for visitors of the live program –China time zone**

Asia Fruit Congress:
Tuesday 17.11.2020

AFL Digital Event:
Wednesday, 18.11.2020, 10 a.m. - 6 p.m.
Thursday, 19.11.2020, 10 a.m. - 6 p.m.
Friday, 20.11.2020, 10 a.m. - 6 p.m.
4. AFL Digital Event can be accessed via AFL Website. On the website, registered users (Exhibitors and Visitors) of the AFL Digital Event are provided with various programs that offer topics on the fresh produce industry. The AFL Digital Event program will go online at least 2 weeks before the beginning of the same. After the AFL Digital Event finished, the program will be available online for at least 3 weeks.
5. Both Exhibitor and/or Visitor shall participate at the AFL Digital. Exhibitor can chose between different Exhibitor Packages and Visitor may participate by buying a Visitor Ticket.

III. Exhibitor Packages and Visitor Tickets

1. GPE GmbH offers three Exhibitor Packages, the scope of which is specified in the respective service description as mentioned at [AFL Website](#).
 - a. **Business: EUR 1.500**
 - b. **Premium: EUR 4.000**
 - c. **Corporate: EUR 10.000**
2. The Exhibitor shall receive the rights of services exclusively within the scope and at the times for the provision of services specified in the respective Exhibitor Package. A transfer of these rights to third parties is excluded.
3. GPE GmbH offers a **Visitor Ticket** at a cost of **EUR 30**. The scope of the same is specified in the respective service description as mentioned at [AFL Website](#).
4. *All the above-mentioned prices are net prices and do not include the statutory value added tax.*

IV. Conclusion and Duration of the Contract

1. The Exhibitor Packages and Visitor Tickets are offered by GPE GmbH can be booked on the AFL website. Access to the booking platform will be offered only during the registration period
2. For Exhibitor Packages, the Exhibitor has to fill out the booking form and confirm these General Terms and Conditions. Exhibitor will receive confirmation of registration by email, which will include an overview of the services ordered. Exhibitor Packages are limited to availability. Contract with Exhibitor will be concluded under the condition of timely payment. *See also Section V. Invoicing.*
3. For Visitor Tickets, the Visitor has to fill out the booking form and to confirm these General Terms and Conditions. Visitor Tickets must be paid immediately by credit card in our ticket-shop. Visitor will receive a confirmation of registration by e-mail, which will include an overview of the services ordered.
4. The GPE GmbH reserves the right to amend the program and/or change time of different events within the AFL Digital Event. In this case, the contract is automatically extended by the corresponding period of time and the dates for the services to be provided are postponed to the new period of the AFL Digital Event.
5. If the AFL Digital Event must be canceled by GPE GmbH due to organizational or other reasons, for which GPE GmbH is not responsible, the remuneration for the Exhibitor Packages and Visitor Tickets will be refunded. Further claims, in particular for losses and damages are excluded.

V. Invoicing Exhibitor Package

1. Upon conclusion of the Contract for the Exhibitor Package according to section IV.3 of these General Terms and Conditions, the remuneration is due and will be invoiced.
2. 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 1.20 shall apply.
3. GPE GmbH shall be free to invoice its services by mail or electronically by e-mail, fax, or e-invoicing. Exhibitor consents to the electronic transmission of invoices.
4. For each alteration of invoices an additional handling fee of EUR 80 will be charged.
5. Payments shall be due without deduction within the period stated in the invoice after the invoice has been issued and shall be transferred to one of the accounts stated on the invoice, quoting the customer number and invoice number.
6. In the event of default of payment, interest on arrears shall be charged for companies and persons acting commercially at 8 % points, and for natural persons at 5 % points above the respective base interest rate of the European Central Bank. GPE GmbH reserves the right to prove higher damages caused by default.
7. Objections to the invoice can only be considered if they are received by GPE GmbH in text form (e.g. email) within fourteen (14) days. GPE GmbH reserves the right to charge a processing fee in the event of changes to the invoice, the reason for which is not the fault of GPE GmbH.
8. Offsetting against claims of GPE GmbH, the exercise of a right to refuse performance or a right of retention shall be excluded if Exhibitor is a company or a person acting in a commercial capacity, unless the claim of the Exhibitor has been legally established or is undisputed.
9. The assignment of claims against GPE GmbH to third parties is excluded.

VI. Implementation regulations

1. The implementation/exercise of the rights and/or services under the Contract and/or the service description by/for the Exhibitor and/or Visitor shall be carried out in accordance with the type, scope, duration, etc. and in close coordination with GPE GmbH and always in compliance with statutory and other regulations.
2. Exhibitor Package services, such as the forwarding of links to the Exhibitor's own webinars, advertising clips, short presentations, must be created by the purchaser of the Exhibitor Packages or of the individual services at their own expense and made available to GPE GmbH in good time for them to be integrated on the AFL matchmaking website (at least 4 weeks before the AFL Digital Event). GPE GmbH only supports livestream software like zoom, bluejean and Youtube. In the event of late provision, GPE GmbH is not obliged to publish the information. In this case, the

claim to payment of the agreed remuneration remains valid. This also applies in the event that no content at all is made available to GPE GmbH for the purpose of any publication services.

3. Exhibitor logos must be forwarded to GPE GmbH immediately after conclusion of the Contract.

VII. Granting of rights

1. The Exhibitor hereby grants GPE GmbH the non-exclusive, transferable and worldwide right to use of data, logos, images, advertising spots, advertisements, etc. (collectively "data"), which Exhibitor has made available to GPE GmbH in connection with the services provided by GPE GmbH and for the purposes covered by the Contract and limited to the agreed time period, in order to integrate them to AFL website and other agreed medias, to display them there and to publish them generally or in a closed circle of users. The aforementioned granting of rights also refers in particular to existing copyrights and ancillary copyrights to the data, the right to one's own image as well as rights to names, titles, trademarks, and other signs. Also, the right to use includes the right to use, copy, modify, distribute, publish and process data without any further consent by the Exhibitor and without any further notification and/or obligation to pay a royalty fee to Exhibitor or any third party, as long as aforementioned way of use is deemed necessary for GPE GmbH to provide the agreed services and/or to fulfill its contractual obligation under this Contract.
2. GPE BE 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.
3. Exhibitor hereby guarantees that Exhibitor is entitled to the transfer and publication of the data provided. In particular, the Exhibitor hereby confirms that the provided data do not violate the applicable law or anyone's rights (including intellectual property rights).
4. Without any mandatory obligation to examine the provided data, GPE GmbH expressly reserves the right to refuse to publish data, and/or to remove or edit the content of data at a later date, if:
 - a. its content violates laws, regulations, or official orders, or
 - b. its contents presumably infringe the rights of third parties, or
 - c. its content has been objected to by the German Advertising Council in a complaint procedure, or
 - d. its publication is unreasonable for GPE GmbH due to its content, origin, or technical form.
5. In this case, GPE GmbH shall inform the Exhibitor immediately of the measures taken. The resulting delays in the provision of services or the resulting failure of services by GPE GmbH shall be the sole responsibility of the Exhibitor. The Exhibitor shall not be entitled to claim damages or losses.

6. If third parties claim that their rights have been infringed by the use of the data, the Exhibitor shall, in the event of culpable action, indemnify GPE GmbH upon first request against all claims by third parties, in particular claims for copyright and personal rights violations, infringement of patent, trademark, design and utility model rights. This includes any costs of GPE GmbH 's legal defense. The Exhibitor assures that they will cooperate with GPE GmbH in order to ward off any claims by third parties.

VIII. Availability of Services and Constraints

1. Within the scope of the following paragraphs and within the framework of foreseeable requirements, GPE GmbH guarantees that the data on the website 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).
2. If the reproduction of data 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), GPE GmbH 's claim for payment remains in full. Otherwise, the claim for payment shall be reduced according.
3. In the event of inadequate reproduction quality of the data for which GPE 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 or to withdraw from the Contract.
4. The Exhibitor is not entitled to any further warranty or other claims (e.g. for damages). GPE 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 GPE GmbH has fraudulently concealed the defect or has assumed a guarantee for the quality of the item.

IX. Termination

1. The Contract shall not be terminate by either Party.
2. However, each Party's right to terminate the Contract for good cause and without observing a termination period remains unaffected. Good cause for GPE GmbH shall be deemed to apply in particular, but limited to the following situations:
 - a. Exhibitor or Visitor has not paid the agreed payments on the respective due date and after the expiry of a reasonable grace period;

- b. Exhibitor or Visitor violates an obligation arising from this Contract to take account of the rights, legal assets, and interests of GPE GmbH, and GPE GmbH cannot reasonably be expected to adhere to the Contract;
- c. Exhibitor or Visitor infringes essential rights or legal interests of GPE GmbH 's contractual Exhibitors and GPE GmbH cannot reasonably be expected to adhere to this Contract.

X. Conduct requirements

Both, Exhibitors and Visitors are required to adhere to high standards of conduct at all times, and therefore Exhibitors and Visitors are requested to behave appropriately, respectfully and courteously in all interactions with each other and with others participants as well as with GPE GmbH staff. Exhibitor and Visitor agree not to: (i) harass or cause a nuisance, inconvenience, distress or anxiety or violate the privacy of anyone with whom Exhibitor or Visitor get in contact with or to any employee of GPE GmbH or its associated companies; (ii) do anything which restricts or inhibits anyone else's use and enjoyment of the Services; and (iii) do anything that deliberately or recklessly prejudices or damages the reputation of GPE GmbH or any of its associated companies.

XI. Disclaimer and Limit of Liability

1. GPE GmbH makes no representation or warranty about the AFL Digital Event and makes no representation that the AFL Digital Event and/or the services provided therewith will be uninterrupted or error-free. The AFL Digital Event and the associated services (including content and information) will be provided on an "as is" and "as available" basis.
2. GPE GmbH also makes no representation or warranty for any revenue or profit expectations and/or business opportunities associated, either directly or indirectly, with the participation of the AFL Digital Event and/or the use of services therewith.
3. GPE GmbH can only be held liable for intent and gross negligence, as well as for the breach of a material contractual obligation. In the event of an ordinarily negligent breach of a material contractual obligation, the liability of GPE GmbH shall be limited to the typical foreseeable damage as at the conclusion of the Agreement. In the event that performance is initially impossible, GPE GmbH can only be held liable if the obstacle to performance was known or the lack of knowledge was due to gross negligence, provided that it was not a material contractual obligation.
4. The non-fault liability of GPE GmbH for defects existing at the time of conclusion of the Agreement according to Section 536a, paragraph 1, sentence 1 of the German Civil Code is hereby excluded.

5. Where the liability of GPE GmbH is excluded or limited, this also applies to the personal liability of the employees, workers, legal representatives, executive staff and vicarious agents of GPE GmbH.
6. Aforementioned exclusions of liability according to Section X.3 to X.5 of these General Terms and Conditions do not apply if defects have been concealed maliciously or if a guarantee of quality has been made, and do not apply to liability for claims under the German Product Liability Act or physical injuries (to life, limb or health).
7. With the exception of the claims arising under Section X.6 of these General Terms and Conditions, claims of the user to compensation for which liability is limited under this Section X of these General Terms and Conditions shall become time-barred one year after the start of the statutory limitation period.

XII. Online Dispute settlement platform

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 GPE GmbH's contact details, including e-mail address, can be found in the imprint of AFL Digital Event website.
2. GPE GmbH is neither obliged nor willing to participate in the dispute resolution procedure.

XIII. Place of performance and jurisdiction, Governing Law

1. The place of fulfilment and jurisdiction for all disputes in connection with this Agreement shall be Berlin (Germany) provided that the Exhibitor and/or Visitor is a merchant, a legal entity under public law or a special fund under public law or if Exhibitor and/or Visitor does not have a general place of jurisdiction in the Federal Republic of Germany.
2. German law shall apply exclusively to any disputes arising out of or in connection with the Agreement and the present General Terms and Conditions and/or the participation at the AFL Digital Event, regardless of the legal grounds, to the exclusion of any conflict of law provisions which refer to a different jurisdiction. The UN Convention on Contracts for the International Sale of Goods shall not apply.
3. Should individual provisions of these Terms and Conditions be ineffective, the validity of the remaining provisions shall not be affected. The invalid provision shall be amended in such a way that the intended purpose is achieved.