

## **Appendix II Exhibition Terms and Conditions for ASIA FRUIT LOGISTICA 2022**

### **Exhibition Terms and Conditions for ASIA FRUIT LOGISTICA 2022**

#### **A. General**

##### **B. ASIA FRUIT LOGISTICA 2022**

##### **C. ASIA FRUIT LOGISTICA 2022 Virtual Platform**

#### **A. General**

##### **A 1. Event and Organiser**

ASIA FRUIT LOGISTICA (hereafter “exhibition”) is a specialised trade show for the international fruit & vegetable marketing and 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 exhibition. In addition, the know-how necessary for the marketing of produce also plays an important role at the event.

ASIA FRUIT LOGISTICA 2022 (hereafter “AFL 2022” or “event”) is organised by Global Produce Events (HK) Co., Limited (hereafter Global Produce Events (HK)) and will take place as an in-person exhibition event at the Queen Sirikit National Convention Center, Bangkok, Thailand.

Registered exhibitor companies of AFL 2022 (see below section B) will in addition have a virtual presence on the ASIA FRUIT LOGISTICA 2022 Virtual Platform (see below section C) to showcase their products and/or services online.

##### **A 2. Dates and Times**

A 2.1 Duration of ASIA FRUIT LOGISTICA 2022: 2– 4 November 2022 (Wednesday to Friday)

A 2.1.1. Daily opening hours: 10:00 –17:00 (visitors), 09:00 – 18:00 (exhibitors)

A 2.1.2. Registration application deadline: 30 April 2022

A 2.1.3. Submission of building plans: 10 September 2022

A 2.1.4. Orders for entries in the visitor guide (company names and addresses of exhibitors & co-exhibitors): 23 September 2022

A 2.1.5. Commencement of construction: 31 October – 1 November 2022 08:00 – 24:00

A 2.1.6. Commencement of dismantling: 4 November 2022 17:00 – 24:00, 5 November 2022 08:00 – 16:00

A 2.2. Duration / public accessibility of ASIA FRUIT LOGISTICA 2022 Virtual Platform:

A 2.2.1. Company profile on the ASIA FRUIT LOGISTICA 2022 Virtual Platform: 7 September - 30 November 2022

##### **A 3. Participation conditions**

Only companies and organisations involved in activities related to the trade show theme with regard to the industry and product group indices are eligible for participation. Submission of (online) registration application form(s) alone does not imply any subsequent entitlement to participate in the exhibition. The organiser reserves the right to refuse applications without further explanation. The decision is deemed to be final. Claims for compensation based on application refusal will not be considered.

Global Produce Events (HK) determines the approval or refusal of applications. Should an application be accepted, the applicant will receive a 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 stand registration application 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 Global Produce Events (HK).

## A 4. Application

Applications can only be made by using the official online stand registration form at [www.asiafruitlogistica.com](http://www.asiafruitlogistica.com). Applicants are requested to fill in the online form carefully. Receipt of the application form does not imply any subsequent entitlement to participate in the exhibition. Applications received after the application deadline are subject to the organiser's discretion. The application is binding. To permit automated processing of applications, the details submitted will be filed in a data storage system and may be passed on to third parties as required to fulfill the agreement. Global Produce Events (HK) shall be entitled to withdraw from or to terminate the contractual relationship without notice if admission has been granted on the basis of incorrect or incomplete information provided by the exhibitor and/or the co-exhibitor, or if the conditions for admission on the part of the exhibitor subsequently cease to apply. A compulsory, non-refundable registration fee will be charged once Global Produce Events (HK) approves the application (see A 6.1. Registration Fee).

## A 5. Stand Placement

Space allocation and stand sizes are determined in accordance with the exhibition 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 Global Produce Events (HK) 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 an area that has already been allocated (e.g., construction changes, installations), the exhibitors affected will receive timely notification. Global Produce Events (HK) 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 of reallocation notification. Neither party shall have the right to compensation should this occur.

For exhibitors who are entitled to reduce their previously agreed booth size or who have been permitted to do so, Global Produce Events (HK) reserves the right to reallocate the booth and the decision is final. Subsequent cancellation of the agreed reduced stand size by the exhibitor will be handled in accordance with 8.1 of the General Terms and Conditions for Trade Fairs and Exhibitions of Global Produce Events (HK) Co. Limited.

## A 6. Exhibition Costs

Exhibition costs include the registration fee and stand rental costs. All prices quoted are excluding applicable taxes.

### A 6.1. Registration Fee

A compulsory registration fee of USD 520 for each primary exhibitor and USD 360 for each co-exhibitor will be charged which includes the virtual presence on the ASIA FRUIT LOGISTICA 2022 Virtual Platform. The registration fee is non-refundable in any circumstances. Global Produce Events (HK) reserves the right to hold the further processing of the application until the registration fee is fully settled. In the event of the cancellation or termination of AFL 2022, the registration fee is transferrable to the following edition of ASIA FRUIT LOGISTICA.

### A 6.2. Stand Rental Costs

The stand rental costs will be charged according to the selected stand size and booth type (please refer to the detailed information on the stand registration form). The stand rental costs include the rental for the exhibition space for the entire duration of the exhibition, a specific number of exhibitor and work badges (see detailed information under B 7 "Exhibitor Passes"), 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 rental costs do not include electricity and water utilisation on the stand (for raw space exhibitors only).

Complete stand package up to 18 m<sup>2</sup> USD 500/m<sup>2</sup>

(Stand area & complete stand package entitlement – see stand registration form for details)

Raw space stands from 19 m<sup>2</sup> and above

Row stand (space only) USD 375/m<sup>2</sup>

Corner stand (space only) USD 400/m<sup>2</sup>

Peninsula stand (space only)	USD 425/m <sup>2</sup>
Island stand (space only)	USD 450/m <sup>2</sup>

### A 6.3. Complete Stand Package

It is mandatory to choose a complete stand package when renting up to 18 m<sup>2</sup> stand. (See detailed information on the stand registration form and in Annex 2 of the stand registration form).

### A 6.4. Alteration Fee of Invoice

Global Produce Events (HK) reserves the right to charge an additional processing fee of USD 100 per invoice issued for changes to invoices or additional invoices issued for which Global Produce Events (HK) is not responsible.

## A 7. Terms of payment

The period of payment is specified in the invoice. Please quote invoice number and customer number. All invoices will indicate the pricing in USD. Payments should be made to the bank account indicated on the invoice. **Exhibitors are to pay all money remittance charges on top of the invoiced amounts.** The participation is subject to the condition that all outstanding and due claims of Global Produce Events (HK) against the exhibitor have been settled in full.

If additional space is subsequently requested and allocated, the additional fees are to be paid immediately. In case of late or incomplete payments, Global Produce Events (HK) reserves the right to reallocate the rented space as it sees fit. Exhibitors are liable for rental payments even if their stand is reallocated to another exhibitor or used for other purposes and the rent cannot be retrieved from the new holders. Should the space be reallocated and rented to third party, the original lessee remains liable for 25% of the rental price agreed upon as compensation (see General Terms of Business for Trade Fairs and Exhibitions by Global Produce Events (HK)).

Incident expenses are invoiced separately.

## A 8. Change of the form of company

The exhibitor lessee undertakes to notify Global Produce Events (HK), the lessor, immediately about any change in the form of the company (merger or transformation), even if the change only affects the legal form, with no devolution of property. The obligation to provide such information also applies to links between companies and structural changes to the company's legal form (changes in holdings resulting from the inclusion or withdrawal of shareholders and holdings by the lessee in other or previous companies which have or have had a contractual relationship with Global Produce Events (HK) etc. In the above cases Global Produce Events (HK) is entitled to withdraw from the exhibition agreement with immediate effect. Any down payments made up to that time will be reimbursed. No claims for damages by the exhibitor will be entertained, regardless of their legal basis.

## A 9. Usage rights

- A 9.1. The exhibitor hereby grants Global Produce Events (HK) the simple, non-exclusive, non-transferable, worldwide usage rights ("Usage Rights"), limited to the agreed purpose and term of the exhibition contract, to use the data, logos, brands, images, advertising spots, advertisements, links, etc. provided by the exhibitor to Global Produce Events (HK) in connection with the services to be provided by Global Produce Events (HK) (collectively referred to as "exhibitor contents") at the event, into the event website, the virtual platform and any other event related medium, to display, reproduce, disseminate and make them publicly accessible, as well as to technically process them to the extent necessary for the provision of services by Global Produce Events (HK). The aforementioned granting of Usage Rights shall also apply in particular to existing and future copyrights and ancillary copyrights to the exhibitor contents, the right to one's own image, as well as rights to names, titles, trademarks, and other signs ("property rights").
- A 9.2. If and to the extent that a database, databases, a database system or database systems are created on Global Produce Events (HK)'s server during the term of the respective exhibition contract, in particular by compiling data and/or exhibitor contents of the exhibitor through activities permitted under this contract, Global Produce Events (HK) shall be entitled to all rights thereto. Global Produce Events (HK) shall remain the owner of the databases or database systems even after the end of the contract. This shall not affect the exhibitor's ownership of their data and exhibitor contents.
- A 9.3. Global Produce Events (HK) reserves the right, without any obligation to check, to remove the provided exhibitor contents from entries, contributions, or other publications or not to publish it, if it is credibly informed that
- A 9.3.1. its contents violate laws, regulations, or official orders; or

- A 9.3.2. its contents infringe the presumed rights of third parties; or
- A 9.3.3. its contents were objected to in a complaint procedure; or
- A 9.3.4. the presentation of the exhibitor contents is unreasonable for Global Produce Events (HK). “Unreasonable” within the meaning of this section shall in particular include contents and representations which violate the principles of the protection of minors, which are in any form discriminatory or offensive or which refer 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 (HK) and/or the event will suffer not inconsiderable damage to its image.
- A 9.4. Global Produce Events (HK) reserves the right to remove or not to publish entries, contributions, or any other publication of the provided exhibitor contents, if it is credibly made aware of circumstances which make the publication of the exhibitor contents unreasonable for Global Produce Events (HK) due to the contents, origin or technical form.
- A 9.5. Furthermore, Global Produce Events (HK) reserves the right to remove or not to publish exhibitor contents if the exhibitor subsequently makes changes to the provided exhibitor contents itself, or if the exhibitor subsequently changes the exhibitor content referred to by means of a published link within its sphere of influence, and if the requirements of A 9.3 or A 9.4 are thereby fulfilled.
- A 9.6. Global Produce Events (HK) shall inform the exhibitor immediately of the measures taken in accordance with A 9.3 to A 9.5. The exhibitor shall have no claims for damages against Global Produce Events (HK) due to the resulting delays in the provision of services or the resulting failure of services by Global Produce Events (HK), unless Global Produce Events (HK) acted with intent or gross negligence (also see the limitation of liability in accordance with A 12).
- A 9.7. The exhibitor each guarantee that they are the respective owners of the exhibitor contents they have transferred and that they can effectively grant the Usage Rights specified in A 9.1 to Global Produce Events (HK). The exhibitor also guarantees that the exhibitor contents made available is free of third-party rights which could conflict with the granting of rights under this contract. The exhibitor guarantees that no personal rights of third parties will be infringed by the use of the exhibitor contents within the framework of this contract, in particular that the persons depicted agree to the use of the exhibitor contents as specified in the contract.
- A 9.8. If third parties assert an infringement of their rights through the use of the exhibitor contents, the exhibitor shall indemnify Global Produce Events (HK) 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 (HK) for legal defence. The exhibitor shall immediately notify Global Produce Events (HK) of any impairment of the rights covered by the contract. Any measures taken by the exhibitor must be agreed in advance with Global Produce Events (HK). The exhibitor is also obliged to support Global Produce Events (HK) fully and unreservedly in the defence of their rights.
- A 9.9. The granting of Usage Rights in accordance with A 9.1 to A 9.8 shall be compensated by the advertising effect generated by the publication of the exhibitor’s contents and contributions.

## **A 10. Obligations of the Exhibitor**

- A 10.1. Every exhibitor is obliged to correctly equip and furnish the stand and to staff it with personnel for the duration of the exhibition. Stands may not be dismantled before 17:00 on 4 November 2022 (Friday). If the exhibitor fails to comply with this regulation, the organiser is entitled to impose a penalty of USD 7,200 per day. The organiser reserves the right to make alterations to this schedule. Please note any subsequent updates.
- A 10.2. The exhibitors are obliged to provide the contributions and cooperation required for the provision of services by Global Produce Events (HK), e.g., provision of logo, claim, URL for website, functionality of links, etc., in good time and at their own expense. The submission deadlines communicated by Global Produce Events (HK) shall be decisive. If logos, contributions, and other exhibitor contents are to be published with a graphic design, these must be submitted - also by the submission deadline - in accordance with specifications for media data published by Global Produce Events (HK).
- A 10.3. Exhibitors are responsible for the contents and presentation (e.g., graphic presentation or illustration) of the exhibitor content. If logos, contributions and/or other exhibitor content is submitted in the file formats other than the ones as specified for acceptable media data Global Produce Events (HK) shall not assume any guarantee for proper presentation. No political natured statements or contents of any kind may be published by the exhibitor.
- A 10.4. If the exhibitor’s contributions or obligations to cooperate are not made in time, Global Produce Events (HK) shall not be bound by its obligations to provide services. In this case, the agreed performance obligation of the exhibitor shall however remain in force. This also applies even if the exhibitor does not provide any content for the purpose of participation in the event.
- A 10.5. The exhibitor shall inform Global Produce Events (HK) immediately as soon as he/she becomes aware of any indications that exhibitor’s contents cannot be accessed or used in any other way.

A 10.6. The primary exhibitor shall be obliged to inform the co-exhibitor of the content of these Terms and Conditions, in particular of the obligations of the co-exhibitor arising from them. The exhibitor shall ensure that the co-exhibitor is committed to the obligations and requirements of these Terms and Conditions to the same extent as the exhibitor is committed to Global Produce Events (HK).

## **A 11. Reservations (Cancellation, postponement, shortening and termination of the event due to a justified exceptional situation as well as cancellation for economic reasons)**

A 11.1. In the event of a justified exceptional situation (as defined in A 11.2), which makes it impossible or unreasonably difficult to hold the event within the planned spatial and/or temporal scope, Global Produce Events (HK) 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 to hold the event,

A 11.1.1. to cancel the event ("Cancellation") or

A 11.1.2. to postpone the event to another period ("Postponement") or

A 11.1.3. to shorten the event period ("Shortening") or

A 11.1.4. to terminate the event ("Termination") if the event had already started when such a situation arises.

A 11.2. A "justified exceptional situation" within the meaning of A 11.1 is the existence of force majeure or another comparable event.

A 11.2.1. "Force Majeure" is an event with external influence, unforeseeable at the time of the conclusion of the exhibition 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, 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.

A 11.2.2. "Other comparable events" in accordance with A 11.2 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.

A 11.2.3. An event is considered to be "unforeseeable" within the meaning of the aforementioned A 11.2.1 and A 11.2.2 if, at the time of conclusion of the 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.

A 11.3. Furthermore, a justified exceptional situation as per A 11.2 shall also be deemed to exist if, at the time of the measure taken in accordance with A 11.1, it can be assumed with sufficient probability based on a reasonable assessment of actually existing indications that a case of Force Majeure or "other comparable event" within the meaning of A 11.2 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 COVID-19 pandemic).

A 11.4. The following is applicable in cases of **cancellation** of the event by Global Produce Events (HK) as per A 11.1.1.

A 11.4.1. Global Produce Events (HK) shall be obliged to inform the exhibitors immediately of the cancellation.

A 11.4.2. Global Produce Events (HK)'s claim to the stand rental fee shall lapse and the stand rental fee already paid shall be refunded to the corresponding exhibitor. However, the exhibitor shall reimburse any ancillary services and additional services already provided by Global Produce Events (HK).

A 11.4.3. There will be no refund of the registration fee of primary exhibitor and/or co-exhibitors under any circumstances. The virtual presence on the ASIA FRUIT LOGISTICA 2022 Virtual Platform (see section C) remains unaffected.

A 11.4.4. Claims for damages by the exhibitor due to the cancellation of the event shall be excluded because Global Produce Events (HK) is not at fault. If and insofar as Global Produce Events (HK) is at fault in an individual case, the regulations in A 12 shall apply with regard to the liability of Global Produce Events (HK).

A 11.5. The following is applicable in cases of **temporal postponement** as per A 11.1.2 and a **shortening** as per A 11.1.3:

A 11.5.1. Global Produce Events (HK) shall be obliged to provide the exhibitor with a statement regarding the postponement and/or shortening.

A 11.5.2. The 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.

- A 11.5.3. Any objection on the postponement and / or shortening will only be considered if submitted to Global Produce Events (HK) in writing within 7 days following the official statement.
- A 11.5.4. If the exhibitor objects to the postponement and/or shortening, Global Produce Events (HK)'s claim to the stand rental fee shall lapse and the stand rental fee already paid shall be refunded to the corresponding exhibitor. Global Produce Events (HK)'s claim to remuneration for additional services already provided shall remain unaffected by this.
- A 11.5.5. There will be no refund of the registration fee of primary exhibitor and/or co-exhibitors under any circumstances. The virtual presence on the ASIA FRUIT LOGISTICA 2022 Virtual Platform (see section C) remains unaffected.
- A 11.5.6. Claims for damages by the exhibitor shall be excluded because Global Produce Events (HK) is not at fault. If and insofar as Global Produce Events (HK) is at fault in an individual case, the regulations in A 12 shall apply with regard to the liability of Global Produce Events (HK).
- A 11.6. The following is applicable in cases of **termination of the event** as per A 11.1.4:
  - A 11.6.1. Global Produce Events (HK)'s claim to payment of the full stand rental fee 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 (HK)'s claim shall be reduced to 80% of the stand rental fee and the difference between the stand rental fee and the amount already paid shall be refunded to the corresponding exhibitor. Global Produce Events (HK)'s claim to remuneration for additional services already provided shall remain unaffected by this.
  - A 11.6.2. Claims for damages by the exhibitor shall be excluded because Global Produce Events (HK) is not at fault. If and insofar as Global Produce Events (HK) is at fault in an individual case, the regulations in A 12 shall apply with regard to the liability of Global Produce Events (HK).
- A 11.7. Notwithstanding the above provisions, Global Produce Events (HK) 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 exhibition 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:
  - A 11.7.1. Global Produce Events (HK) shall provide reasons for the cancellation of the event and the termination of exhibition contracts.
  - A 11.7.2. With the cancellation of the event and the termination of contracts, Global Produce Events (HK)'s claim to payment of the stand rental fee shall lapse. The stand rental fee that has already been paid shall be refunded to the corresponding exhibitors.
  - A 11.7.3. There will be no refund of the registration fee of primary exhibitor and/or co-exhibitors under any circumstances. The virtual presence on the ASIA FRUIT LOGISTICA 2022 Virtual Platform (see section C) remains unaffected.
  - A 11.7.4. Global Produce Events (HK)'s claim to remuneration for additional services that have already been provided shall remain unaffected by this.
  - A 11.7.5. Claims for damages by the exhibitor shall be excluded because Global Produce Events (HK) is not at fault. If and insofar as Global Produce Events (HK) is at fault in an individual case, the regulations in A 12 shall apply with regard to the liability of Global Produce Events (HK).

## **A 12 Liability**

- A 12.1. Global Produce Events (HK) does not guarantee that the agreed services will achieve the effect intended by the exhibitor unless Global Produce Events (HK) 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 contract may be restricted by public law regulations. Global Produce Events (HK) shall not be liable for damages in the event of restrictions arising from such regulations.
- A 12.2. Global Produce Events (HK) shall be liable for damages caused intentionally or through gross negligence by Global Produce Events (HK), its legal representatives, executive staff, or vicarious agents.
- A 12.3. Global Produce Events (HK) shall be liable for damages in the case of simple negligence, subject to statutory limitations of liability (e.g., care in own affairs), only:
  - A 12.3.1. for damages resulting from injury to life, body or health;
  - A 12.3.2. 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, Global Produce

Events (HK)'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.

- A 12.4. Insofar as the liability of Global Produce Events (HK) is excluded or limited, this shall also apply to the employees, executives, vicarious agents, and legal representatives of Global Produce Events (HK).
- A 12.5. 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 applicable law.
- A 12.6. The exhibitor is liable in accordance with legal regulations. Exhibitors are obliged to carry sufficient insurance. For further details, see Exhibition Terms and Conditions B 11 (liability insurance) and information in the Order Center of the online Exhibitor Management System (EMS).

### **A 13. Terms of Business**

The regulations contained in the Order Center of the online Exhibitor Management System (EMS) apply to these Special Conditions of Participation (Exhibition Terms and Conditions of ASIA FRUIT LOGISTICA 2022) as well as the General Terms of Business for Trade Fairs and Exhibitions by Global Produce Events (HK).

### **A 14. Local Data Protection Law**

Personal data about anyone with whom we are involved in business will be stored and processed in accordance with local data protection law in Hong Kong Special Administrative Region within the terms of the contractual arrangement.

## **B. ASIA FRUIT LOGISTICA 2022**

### **B 1. Stand Rental**

Minimum stand size is 9 sqm for complete stand packages including stand construction and 19 sqm for raw space.

The prices include the rent for the exhibition space for the entire duration of the event and the use of all general technical and service facilities in the fair halls like hall lighting, ventilation, air conditioning and cleaning of the aisles. The prices for complete stand packages include electricity on the stand. Electricity on raw space needs to be ordered with the appropriate application form. **Maximum two co-exhibitors may be registered per 9 sqm.** A compulsory registration fee will be charged once Global Produce Events (HK) approves the application (see A 6.1. Registration Fee).

### **B 2. Special Right of Cancellation**

- B 2.1. The exhibitor is granted a special right of cancellation if officially ordered travel restrictions in the country of origin or in Thailand make it impossible or unacceptable for the exhibitor and/or exhibitor representatives enter Thailand by 1 August 2022 and later or that make it foreseeably impossible or unacceptable for the exhibitor and/or exhibitor representatives to enter Thailand for the purpose of participating in the event in person. In this case the exhibitor shall be exempt from paying the cancellation fee. This special right of cancellation remains in effect even if at a later date the travel restrictions have been lifted and the possibility to enter Thailand is restored.
- B 2.2. Unacceptability shall be assumed if the return to the country of origin would be impossible or would require a quarantine of 7 days or more after return or if the entry to Thailand would require a quarantine of 7 days or more. Upon request by the organiser, proof of travel restrictions in the country of origin must be provided to Global Produce Events (HK) by means of appropriate documentation in either English or Chinese language.
- B 2.3. Exhibitors must declare their cancellation according to B 2.1. by 1 August 2022 to the organiser at the latest in order for it to take effect.
- B 2.4. Exhibitors are not entitled to assert claims for reimbursement of costs incurred in connection with the planned participation in the cancelled event.

### **B 3. Remote Booth Participation**

- B 3.1. Exhibitors entitled to a special right of cancellation according to B 2.1. are given the option to participate at their own booth with a complimentary booth assistant provided by Global Produce Events (HK) (remote booth participation). Each remote booth is eligible for one complimentary booth assistant. Remote booths exceeding 36 sqm are eligible for 2 complimentary booth assistants. Each additional 36sqm remote booth space is eligible for another complimentary booth assistant. Booth assistants may receive introductory information from the exhibitor and are instructed to distribute exhibits and promotional materials at the booth and to collect and forward business requests to the exhibitor. Production and shipment costs for exhibits and any materials to be shown and distributed at the stand are borne by the exhibitor.
- B.3.2. Exhibitors who choose to participate with a remote booth will have a one-time option to reduce their previously agreed upon booth size. Global Produce Events (HK) reserves the right to reallocate the booth in the event of a booth size reduction and the decision is final with no further right of cancellation.
- B 3.3. By expressly agreeing to participate with a remote booth option according to B 3.1. the exhibitor agrees to waive his special right of cancellation according to B 2.1.
- B 3.4. Exhibitors must declare their remote booth participation according to B 3.1. to the organiser by 1 August 2022 at the latest in order for it to take effect.
- B 3.5. Exhibitors who choose to participate with a remote booth are agreeing to comply to the rules and stipulations laid out in the General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events (HK) Co., Limited and the Exhibition Terms and Conditions for ASIA FRUIT LOGISTICA 2022 without the need to sign and upload the stand application agreement for the chosen remote booth at AFL 2022.

### **B 4. Official Visitor Guide**

An official visitor guide will be issued; Global Produce Events (HK) does not accept any responsibilities for any omissions, misquotations or other errors, which may occur in the compilation of this visitor guide.

### **B 5. Regulations Governing Halls and Indoor Places**

- B 5.1. Night work ban and early stand set-up: The time of construction is from 08:00 - 24:00
- B 5.2. Events at the stand must be registered with Global Produce Events (HK) by using the appropriate form in the Order Center of the online Exhibitor Management System (EMS). This applies to for example, reception at stand or events exceeding the daily opening hours.  
  
According to the size of the event, the exhibitor is charged extra costs for additional security personnel (compulsory) and additional services, e.g., barriers, personnel for providing sanitary fittings, checkroom, sanitary services, etc. Our Operation Team will coordinate with you on the details.
- B 5.3. Direct sale of products such as food, drinks, or typical souvenir at ASIA FRUIT LOGISTICA is 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.
- B 5.4. Food samples that are free of charge must comply with the exhibition venue management company and all rules and regulations related to food, hygiene, health and safety and any other relevant laws that are in force in Thailand with respect to this.
- B 5.5. Product presentations and events during the trade show are not allowed to disturb other exhibitors. The noise level resulting from presentations on the stand (including live music, shows, moderations etc...) must remain below 50 decibels.
- B 5.6. Advertising of all kinds is only permitted within the exhibitor's official stand area.
- B 5.7. No political natured information material of any kind may be distributed. Moreover, no political statement may be included in the design and decoration of the stands.
- B 5.8. It is forbidden to stick posters and other materials on the wall and the floor outside the hired stand.
- B 5.9. Individuals that are under 18 years old will not be admitted to the exhibition grounds.
- B 5.10. Exhibitors must comply with Global Produce Events (HK) and exhibition venue management company on their rules & regulations, technical guidelines including operation, fire safety, and construction. For further details on the Rules & Regulations, see information



in the Order Center of the online Exhibitor Management System (EMS). Exhibitors must also comply with rules and regulations as specified by work and safety laws of Thailand.

## **B 6. Installations, partition walls**

Electricity and water installations as well as partition walls, must in all cases be expressly ordered, see information in the Order Center of the online Exhibitor Management System (EMS).

## **B 7. Exhibitors Passes**

Exhibitors are entitled to the following passes: 4 passes will be included up to 20 sqm of rental space. One additional exhibitor pass for every additional 10 sqm and one pass for each registered co-exhibitor. Additional pass will cost USD 80 each. Passes are personalized and are not allowed to be used by any other person to gain access to the exhibition ground. Lost or forgotten passes will not be replaced.

Exhibitors will receive passes for stand set-up and dismantling staff as required.

## **B 8. Admission for exhibitors**

Exhibitors passes allow access to the exhibition grounds from 9:00 a.m. – 6:00 p.m. Only individuals that are 18 years old or above will be admitted.

## **B 9. Technical guidelines**

Exhibitors must comply with Global Produce Events (HK) and exhibition venue management company on their 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, and regulations related to COVID-19 situation of Thailand.

## **B 10. 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 meters of the hall walls. For further details regarding technical and construction regulations, see information in the Order Center of the online Exhibitor Management System (EMS).

## **B 11. Liability Insurance**

Exhibitors are expected to carry sufficient insurance in general. Specific obligatory Public Liability / insurance cover, as dictated by the exhibition venue management company is included in the stand rental. The coverage indemnifies the exhibitor against all sums which the exhibitor shall become legally liable to pay as damages consequent upon accidental i) bodily injuries, ii) death, iii) property / loss of damage.

The limit of indemnity is USD 1,000,000 for any one occurrence and the number of claims is unlimited during the term of insurance. The jurisdiction of the insurance is Thailand. This insurance does not include legal liability arising out of erection or dismantling works of the venue or stands. For details regarding insurance clauses, see information in the Order Center of the online Exhibitor Management System (EMS).

## **B 12. Copyright Fees / Licenses & Permits**

Permission must be obtained for all public presentations by copyrighted music, either on records or other sound carriers or for musical presentations involving the reproduction of radio or television broadcasts.

## C. ASIA FRUIT LOGISTICA 2022 Virtual Platform

### C 1. Virtual presence

Exhibitors of AFL 2022 automatically have a virtual presence on the ASIA FRUIT LOGISTICA Virtual Platform without additional cost. The virtual presence is included in the exhibitor registration fee and non-refundable in any circumstances (see A 6.1.). Entry of information and upload of company / staff profiles and other media to be published online on the ASIA FRUIT LOGISTICA Virtual Platform are to be made exclusively through the online Exhibitor Management System (EMS).

The following are the regular virtual benefits for registered exhibitors of ASIA FRUIT LOGISTICA 2022:

	Primary Exhibitor	Co-Exhibitor
<b>Elements and functions</b>		
Company profile	Company profile upload including: <ul style="list-style-type: none"> <li>- company name, logo, address, telephone, email, website-link</li> <li>- company short description</li> <li>- hall and stand number</li> <li>- branch codes and entry of product key numbers</li> </ul>	Company profile upload including: <ul style="list-style-type: none"> <li>- company name, logo, address, telephone, email, website-link</li> <li>- company short description</li> <li>- hall and stand number</li> <li>- branch codes and entry of product key numbers</li> </ul>
Staff profile	Exhibitor staff profile upload including: <ul style="list-style-type: none"> <li>- staff name, profile picture, job title, staff introduction</li> </ul>	Staff profile upload including: <ul style="list-style-type: none"> <li>- staff name, profile picture, job title, staff introduction</li> </ul>
Media uploads (brochure, video, pdf)	✓	✓
Product uploads	5 products included	3 products included
Links to social media profiles	✓	✓
Communication and exchange	<ul style="list-style-type: none"> <li>- live chat function</li> <li>- e-business card exchange and download</li> </ul>	<ul style="list-style-type: none"> <li>- live chat function</li> <li>- e-business card exchange and download</li> </ul>
Online content	<ul style="list-style-type: none"> <li>- free access to online content published on the ASIA FRUIT LOGISTICA Virtual Platform</li> </ul>	free access to online content published on the ASIA FRUIT LOGISTICA Virtual Platform
Additional entries; sponsoring and advertising opportunities	<ul style="list-style-type: none"> <li>- at extra cost</li> </ul>	<ul style="list-style-type: none"> <li>- at extra cost</li> </ul>

### C 2. Availability

C. 2.1. Global Produce Events (HK) is obligated to provide the contractual services on the ASIA FRUIT LOGISTICA 2022 Virtual Platform in the scope and time frame agreed upon for this purpose. The services by Global Produce Events (HK), in particular the reproduction of exhibitor contents through digital media, shall be provided in accordance with the technical standards normally expected for the type of agreed service provision and with the care expected for this purpose. However, the exhibitor is aware that it is not possible to offer completely error-free services in the field of digital media in accordance with the latest technological innovations. In particular, an error in the presentation of the exhibitor contents does not exist if the error or fault is caused by the use of unsuitable presentation software and/or hardware (e.g., browser).

C. 2.2. Global Produce Events (HK) does not guarantee the permanent and uninterrupted availability of the virtual platform and/or event website or the services offered in this context. Global Produce Events (HK) aims to achieve an average availability of the virtual platform and event website and thus of the services of 95% in relation to the platform opening period.

C. 2.3. Availability within the meaning of this section is calculated as follows:

Availability = actual time/desired time x 100%

Actual time = total time – total downtime

Desired time = total time

- C.2.4. When calculating the total downtime according to the above section, the following times shall not be taken into account:
- C.2.4.1. Periods of unavailability due to internet disruptions beyond the control of Global Produce Events (HK) or other circumstances beyond the control of Global Produce Events (HK), in particular circumstances as a result of an epidemic or pandemic (such as Covid-19) or justified exceptional situations (see definition under “A 11” Reservations);
  - C.2.4.2. Periods of unavailability due to planned maintenance work on the database system or the virtual platform or event website;
  - C.2.4.3. Times due to mandatory unscheduled maintenance work required to eliminate malfunctions and errors; the exhibitor shall be informed of this, if possible, by means of a notification on the virtual platform or the event website.
  - C.2.4.4. Times of non-availability due to the fact that the technical requirements to be provided by the exhibitor for access to the virtual platform or the event website are temporarily not met, for example in the event of hardware malfunctions of the exhibitor.
  - C.2.5. If the availability of the virtual platform and/or event website and thus of the services of Global Produce Events (HK) which are the subject of the contract, in particular the digital reproduction of the exhibitor contents, is temporarily not possible due to a disruption of 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), the claim of Global Produce Events (HK) to the provision of the exhibitor’s services shall remain valid without restriction. In all other respects, the limitations of liability in accordance with “A 12” (Liability) shall be applicable.
  - C.2.6. In the event of insufficient reproduction quality of the exhibitor contents, for which Global Produce Events (HK) is responsible, the exhibitor shall be entitled to claim error-free replacement service, but only insofar as and only to the extent that the purpose of the image and text material has been impaired. If this form of supplementary performance fails or is inappropriate, the exhibitor shall be entitled to a corresponding reduction in its obligation to perform. In such a case, the exhibitor may not withdraw from the contract or assert other claims (e.g., damages).
  - C.2.7. Complaints by the exhibitor for identifiable defects must be submitted to Global Produce Events (HK) in writing within seven (7) working days of the provision of services. If the notification is not sent within the aforementioned period, the warranty rights of the exhibitor shall expire. This shall not be applicable if Global Produce Events (HK) has fraudulently concealed the defect or has assumed a guarantee for the quality of the item or the success of the service.