

**Appendix I General Terms of Business for Trade Fairs and Exhibitions organised
by Global Produce Events (HK) Co., Limited**

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General Regulations

1. Applications
2. Joint Exhibitors
3. Conclusion of the Agreement
4. Allocation of Stands
5. Exhibits
6. Terms of Payment
7. Liability, Insurance
8. Cancellation, non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Global Produce Events (HK)
9. Force Majeure
10. Workers and Exhibitors Passes
11. Photographs and Film, Video and Sound Recordings
12. Advertising
13. Official Approval, Legal Regulations, Technical Guidelines
14. Regulations for the Maintenance of Order

Stand Construction

15. General Regulations, Deadlines
16. Stand Design

Other Services

17. Order Centre
18. General Inspection, Cleaning
19. Technical Installations
20. Photography
21. Catering Services
22. Data Protection

Concluding Regulations

23. Concluding Regulations

1 Applications

1.1 Stand Applications

Applications to participate in a trade fair or exhibition (event) must be made using the online "Stand Registration Form". The online stand registration can be accessed through the online Exhibitor Management System (EMS) at www.asiafruitlogistica.com. This online registration should be completed carefully and must include a legally binding signature in the Stand Application Agreement. The application is an irrevocable offer to enter into a contractual agreement with **Global Produce Events (HK) Co., Limited**, to which the exhibitor is committed until the commencement of the event. After successful fulfilment of the online application form, the exhibitor will be sent the Stand Application Agreement including the ordered services, such as ordered exhibition space in square meters, space type and price for the ordered space. The exhibitor shall accept this Stand Application Agreement by signing it through a legal representative.

1.2 Details of the Contract

The main sections of the contract are

- a) the Online Stand Registration Form,
- b) the Stand Application Agreement,
- c) the Exhibition Terms and Conditions for ASIA FRUIT LOGISTICA,
- d) the regulations as contained in the Order Centre of the Exhibitor Management System (EMS),
- e) General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events (HK) Co., Limited.

Where there is conflict between these various regulations, they shall apply in the order listed above.

1.3 Conclusion of the Contractual Regulations

By signing the Stand Application Agreement, the exhibitor recognizes as binding the Exhibition Terms and Conditions for ASIA FRUIT LOGISTICA, the regulations contained in the Order Centre of the Exhibitor Management System (EMS), and the General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events (HK) Co., Limited. He is responsible for ensuring that those persons employed by him during the event also comply with the terms of the contract in every respect.

2 Joint Exhibitors

If a number of exhibitors intend to hire a stand jointly, they must name one of their exhibitors in their application who will be authorised to negotiate with **Global Produce Events (HK)** on their behalf. The authorised party bears the same liability for any faults or cases of negligence on the part of those whom he is authorised to represent as he does for his own faults and negligence. The participating exhibitors are liable jointly and severally to **Global Produce Events (HK)**.

3 Conclusion of Contract

3.1 Confirmation of Participation

The decision whether to accept the offer will be made by **Global Produce Events (HK)**, who will then issue a 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 (HK)** 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 (HK)** 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 (HK)** 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 (HK)** will endeavour to meet specific requirements for stand forms (i.e., number of open sides) and stand locations wherever possible. **Global Produce Events (HK)** 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 box in the online stand registration form. **Global Produce Events (HK)** will endeavour 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 person unless agreement has been reached with **Global Produce Events (HK)**.

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 (HK)**. Exhibits may only be replaced by other items if written agreement has been obtained from **Global Produce Events (HK)**, 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 (HK) is entitled to demand that exhibits should be removed if these were not included in the stand registration form, 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 (HK)** 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 relevant authorities, and to observe these regulations. The Order Centre 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 laws governing industrial patents 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 rental as stated in the stand rental invoice must be made payable within the time as specified in the Exhibition Terms and Conditions and should be remitted to the account of **Global Produce Events (HK)** as indicated on the invoice. While making payment 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.

A final invoice, if necessary, will be sent after the event ends.

6.2 Transfer of Claims, Offsetting Claims

Claims against **Global Produce Events (HK)** are not transferable. Claims of **Global Produce Events (HK)** shall not be offset.

6.3 Objections

Objections to invoices will only be considered if submitted to **Global Produce Events (HK)** 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 (HK)** 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 (HK)** is only liable for any damage to the items held in lien if such damage was caused maliciously or by gross negligence.

7 Liability, Insurance

- 7.1 **Global Produce Events (HK)** is only liable in case of (1) personal injuries sustained by the other party or (2) property losses caused by **Global Produce Events (HK)** deliberate acts or its gross negligence or (3) damages under the applicable laws for product defects (especially under the product quality law).
- 7.2 The exhibitor is liable in accordance with legal regulations. It is obligatory that exhibitors carry sufficient insurance. For further details, see information in the Order Centre.
- 7.3 Other than death or personal injury caused by the negligence of **Global Produce Events (HK)** or its employees, none of its agents, representatives, contractors or employees shall be liable in any way whatsoever in respect of any loss, injury or other damages suffered by or caused to the Exhibitor, its agents, representatives, contractors or employees or the product or other property of the Exhibitor, or of such parties or of any other Exhibitors or visitors.

For the avoidance of doubt, any death or personal injury caused by or resulting from the act of God, war, health concerns (such as the outbreak of the Severe Acute Respiratory Syndrome), threats of terrorist attack, riots, demonstrations, civil disturbances, inevitable accident or any other cause not within control of **Global Produce Events (HK)** shall not be regarded as the negligence of **Global Produce Events (HK)** or its employees. Any approval granted by **Global Produce Events (HK)** pursuant to the terms and conditions (specifically the Exhibition Terms and Conditions for ASIA FRUIT LOGISTICA, the regulations contained in the Order Centre of the Exhibitor Management System (EMS), and the General Terms of Business for Trade Fairs and Exhibitions organised by Global Produce Events (HK) Co., Limited) shall not constitute any form of endorsement of the subject matter of the approval by the Organiser, and shall not in any way transfer any liability or responsibility to **Global Produce Events (HK)** or not in any way relieve or diminish the Exhibitor of its indemnity and responsibilities.

8 Cancellation, Non-participation on the Part of the Exhibitor; Withdrawal from the Contract by Global Produce Events (HK)

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

The full invoice amount (stand rental, registration fee) shall still be payable if the exhibitor cancels or fails to take part in the event without notification of cancellation. If the exhibitor cancels and another lessee can be found for the stand, **Global Produce Events (HK)** retains the right to demand 25% of the invoiced stand rental charge from the original lessee to cover costs. The full stand rental must be paid when **Global Produce Events (HK)** rents the agreed upon stand space, although the overall area is reduced as a result of the cancellation/non-participation. The lessee retains the right to submit evidence to prove that no such costs were incurred by **Global Produce Events (HK)**, or that they were lower than stated. The right to assert additional claims remains unaffected.

8.2 Withdrawal by Global Produce Events (HK)

Global Produce Events (HK) is entitled to withdraw under the following circumstances:

- a) If the registration fee and rental charge 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;
- b) If the stand is not occupied in time, that is, if it is not obviously occupied within 24 hours of the official opening;

- c) If the exhibitor infringes domiciliary rights, and does not refrain from such actions even after being advised to do so;
- d) If the registered exhibitor, as a private or corporate entity, no longer conforms to the requirements for granting acceptance, or if **Global Produce Events (HK)** 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 (HK)** immediately in such circumstances.

In the cases referred to above, **Global Produce Events (HK)** is entitled to claim damages. Clause 8.1 may be applied accordingly.

9 Force Majeure

9.1 Cancellation of the Event

If **Global Produce Events (HK)** is prevented from holding the event for reasons outside its own control or that of the exhibitor, all claims to the stand rental become void. However, **Global Produce Events (HK)** may still invoice the exhibitor for work carried out in the latter's instructions, to cover any expenses already incurred, if the exhibitor is unable to furnish evidence that the results of this work are of no interest to him.

9.2 Rescheduling of the Event

If **Global Produce Events (HK)** is in a position to hold the event at a later date it must notify exhibitors immediately. Exhibitors are entitled to cancel their participation in the event if it is rescheduled, provided such cancellation is given within one week following receipt of this notification. In such cases claims for payment of stand rental no longer apply.

9.3 For Events that have Already Commenced

If **Global Produce Events (HK)** is obliged to shorten or cancel an event that has already begun, as a result of force majeure, exhibitors are not entitled to assert claims for repayment or for exemption from the stand rental charge.

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 Exhibition Terms and Conditions.

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. 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 authorized 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 (HK) 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 (HK)**.

In case of engagement of non-official photographer / videographer onsite, prior approval from **Global Produce Events (HK)** is required. Clause 20 may be applied accordingly.

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 (HK)**. 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 performing rights regulations, as well as 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 Order Centre, in particular with regard to the regulations contained therein relating to stand construction and design, and the extensive safety regulations.

14 Regulations for the Maintenance of Order

14.1 Domiciliary Rights

During the event the exhibitors are subject to domiciliary rights of Global Produce Events (HK) and AsiaWorld-Expo Management Ltd. (hereafter exhibition venue management company), which apply throughout the Exhibition Grounds. Exhibitors must comply with instructions given by employees of Global Produce Events (HK) and the exhibition venue management company, 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. The parking spaces offered through the event venue are limited and are available to exhibitors. Exhibitors need to pay the parking fee individually. Global Produce Events (HK) is not responsible for any vehicle parked in all parking facilities.

14.3 Access to the Exhibition Grounds

Vehicles which do not have the correct authorisation or a document entitling them 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 Exhibition Terms and Conditions.

14.4 Leaving the Exhibition 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.

Person under 18 years old will not be admitted into the Exhibition Grounds.

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 (HK) which can be found in the Order Centre.

15 General Regulations, Deadlines

15.1 Deadlines

The construction and dismantling periods will be specified in the Exhibition Terms and Conditions.

15.2 Construction, Services for Exhibitors

The Order Centre contains a list of services available from companies authorised by Global Produce Events (HK), regarding planning, construction and design of standard and individual stands.

15.3 Dismantling Period

15.3.1 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.

15.3.2 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 (HK) 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 (HK) 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 (HK) is entitled to impose liens to cover any expenses thus incurred.

16 Stand Design

16.1 Authorization

All exhibitors who have chosen to build an individual stand (raw space rented) are required to submit their construction plans (floorplan and front view) to the officially appointed technical service provider & Global Produce Events (HK) for approval before the deadline stated in the Exhibition Terms and Conditions. Complete details can be found in the Order Centre. Exhibitors who have chosen a complete stand package do not need to submit their booth plans for approval.

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 2.5m in height adjoins that of a neighboring 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 (HK) reserves the right to prohibit construction of unsuitable or inadequately designed stands.

16.3 Stand Equipment and Fittings during the Hours that the Event is Open

The stand must be correctly equipped and furnished and staffed by competent personnel throughout the duration of the fair or exhibition, between the stipulated opening times.

16.4 Penalty Clause

If the exhibitor fails to comply with the regulations as stated above (No. 16.1, 16.2, 16.3), Global Produce Events (HK) is entitled to impose a penalty of US\$ 7,200 per day if its instructions and warnings are not heeded.

17 Order Centre

Confirmed exhibitors will be supplied with or get access to the Order Centre which is to be found in the Exhibitor Management System (EMS) at www.asiafruitlogistica.com, containing regulations and information such as: Technical guidelines, technical equipment standards in the halls, installations, stand constructions, design and furnishing, as well as other services at trade fairs provided by Global Produce Events (HK). It also includes the necessary order forms.

18 General Inspection, Cleaning

- a) Global Produce Events (HK) will provide security cover for the halls. However, it will only be liable for damages in the case of deliberate acts or 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 removed 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 (HK).
- b) Global Produce Events (HK) 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.
- c) 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 (HK).
- d) The exhibitor or his appointed stand constructor 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 Order Centre 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 (HK). Further details are contained in the Exhibition Terms and Conditions.

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 thus authorised by Global Produce Events (HK) 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 (HK).

21 Catering Services

Catering services are provided exclusively by companies authorised by Global Produce Events (HK).

22 Data Protection

The exhibitor expressly agrees that Global Produce Events (HK) may store, process, or disseminate personal information – including electronically processed data – for business purposes in accordance with Hong Kong data protection laws. The exhibitor expressly agrees that Global Produce Events (HK) may store, process or disseminate business information – including electronically processed data – as long as necessary to achieve the objectives of Global Produce Events (HK) or its affiliates, or to fulfil any other justifiable needs. Any declaration of consent you have provided to Global Produce Events (HK) can be withdrawn at any time. For more information, please see the privacy policy statement on www.asiafruitlogistica.com.

23 Concluding Regulations

23.1 Changes and Amendments in Writing

Any changes to the contents of this agreement (No. 1 Item 2), and ancillary agreements, are only legally binding if they have been confirmed in writing by Global Produce Events (HK).

23.2 Hong Kong Special Administrative Region Law

The mutual rights and obligations deriving from this contractual arrangement and resulting from this contract are subject to the law of Hong Kong Special Administrative Region.

23.3 Place of Performance and Venue

The place of fulfilment is Hong Kong Special Administrative Region. The place of jurisdiction for the settlement of disputes, also in a case involving documents, bills of exchange and cheques is, in so far as the exhibitor is a businessman, legal entity in the public domain, or a separate asset under public law, Hong Kong Special Administrative Region. The organiser reserves the right to lodge its claims to the court in the place where the exhibitor has its registered company address or those of its branches.

23.4 Redemptory Clause

If any individual provisions in these terms of business 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.