

TERMS AND CONDITIONS OF CONTRACT

1 Title of event

ProWine Asia 2017

2 Owner of event and Implementation Company

Messe Düsseldorf China Ltd
Hong Kong Exhibition Services Ltd

Implementation company:
Hong Kong Exhibition Services Ltd

3 Venue

Hong Kong Convention & Exhibition Centre

4 Duration, opening times and dates

Stand construction:
06/05/17 (14:00 – 24:00)
07/05/17 (09:00 – 22:00)

Duration:
08/05 - 11/05/17

Opening times:
08/05 - 10/05/17 (10:30 - 18:30)
11/05/17 (10:30 - 17:00)

Stand dismantling:
11/05/17 (17:00 – 24:00)

5 Exhibitor Profile

Main categories of the exhibit profile as follows :

1. Wines (according to cultivable areas)
2. Sparkling wines
3. Spirits
4. Wine accessories
5. Trade Literature
6. Services

Exhibitors are required to list on the Exhibitor Manual form the product categories which correspond with the goods they intend to show and at the same time to select the appropriate product section. If exhibits fall under more than one product section then these should all be listed on the Exhibitor Manual form.

6 Contract for Space

An application/contract for space in the Exhibition shall be made on the form overleaf and shall be duly signed by the Exhibitor or a person authorised by him. When the Space Application/Contract is signed on behalf of an Exhibitor it should so state and should state the name of the Exhibitor. Following receipt of the Space Application/Contract together with initial payment, the Implementation Company shall issue an acceptance of such Space Application/Contract which shall bind the Exhibitor to exhibit at the Exhibition and to observe the Rules and Regulations of the Exhibition (as amended from time to time). The Implementation Company reserves the right to refuse to accept any Space Application/Contract at its absolute discretion without giving reasons therefore.

7 Payment

- (a) The payment schedule for space rental and stand packages is as follows:
- (i) if Space Application/Contract is signed and submitted before 8 December 2016
50% balance with return of Space Application/Contract
50% balance by the date specified on the Space Application/Contract
- OR
- (ii) if Space Application/Contract is signed on or after 8 December 2016
100% with return of Space Application/Contract
- (b) All sums payable under this contract shall be paid together with the addition of such Goods and Services Tax (or such other government tax or levy) as is legally payable on those sums.

The total cost represents only the payment for the site, with or without stand packages as appropriate, details of which are set out overleaf and all other goods and services required by the Exhibitor shall be paid for by the Exhibitor in addition thereto.

Exhibitors will not be allowed to occupy their space or stands if the payment terms specified on the Contract are not followed. These terms cannot be varied under any circumstances.

Interest at the rate of 2% per month will be charged on any amount outstanding for a period exceeding 14 days after the due date for payment until payment is made.

8 Cancellation of Exhibition Space

In the event of the Implementation Company agreeing to any request for release from the Contract, the Exhibitor will be liable for all or part of the cost stated in the Contract overleaf as set out below:

Cancellation 271 days or more before the exhibition	15% of cost
Cancellation between 270 and 181 days before the exhibition	40% of cost
Cancellation between 180 and 121 days before the exhibition	60% of cost
Cancellation between 120 and 61 days before the exhibition	80% of cost
Cancellation 60 days or less before the exhibition	full cost

This scale of charges will apply only from the date the Implementation Company receives written notice by letter, e-mail or fax. In addition to this scale, the Exhibitor will be liable for any specific cost incurred on his behalf by the Implementation Company.

These terms cannot be varied under any circumstances.

9 Failure to Exhibit

- (a) Any organisation which, having signed a Space Contract for exhibition space, fails to exhibit whether or not for any reason of the Exhibitor's own choosing and has not been released from the Space Contract by the Implementation Company shall be liable for the full amount stated in the Space Contract plus any additional costs incurred by the Implementation Company as a result of such failure to exhibit.
- (b) The Implementation Company will not be liable in any way in the event that Bodies of Authority such as immigration and customs, prevent the attendance of personnel or exhibits at the Exhibition.

10 Limitation of Liability and Indemnity

- (a) To the extent permissible under the law, the Joint Owners, the Implementation Company, its officers, directors, employees, servants or agents shall not be liable for:-
- (i) the safety of the Exhibitor, its staff, servants, agents, contractors or invitees during the exhibition;
 - (ii) any damage to or loss of exhibits, articles or other property of whatever kind brought in to the exhibition by the Exhibitor, its staff, servants, agents, contractors or invitees or members of the public; or
 - (iii) any other damages or loss (including, without limitation, the loss of goodwill or business profits, interruption due to work stoppage, data loss, computer failure or malfunction and all other commercial damages or losses or exemplary, aggravated, punitive or such similar damages whether arising out of contract, tort or any other legal theory).

- (b) The Joint Owners and the Implementation Company shall not in any event be held responsible for any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of stands or the entry, siting or removal of exhibits, or for the failure of any services or amenities provided by the hall landlord or other third parties.
- (c) While the Joint Owners and the Implementation Company may provide information on the relevant legal requirements applicable to the Exhibitor (including the licences and permits which the Exhibitor has to obtain), the Joint Owners and the Implementation Company shall not be responsible for any errors or omission and the Exhibitor is solely responsible for ensuring that it has complied with all legal requirements.
- (d) The Joint Owners and the Implementation Company shall not be responsible for the acts or omission of any contractor appointed by the Implementation Company to provide any products or services to the Exhibitor.
- (e) In the event that the Joint Owners and the Implementation Company are found by a court of competent jurisdiction or any other competent authority or tribunal to be liable notwithstanding the provision of this clause, the aggregate liability of the Joint Owners and the Implementation Company for all claims made by the Exhibitor in respect of any loss or damage incurred or suffered shall not exceed the amount paid by the Exhibitor to the Implementation Company for the space at the event at or during which the loss or damage was incurred or suffered. This limitation does not apply to claims in respect of personal injury or death.
- (f) The Exhibitor shall indemnify and hold the Joint Owners and the Implementation Company harmless in respect of any and all loss, damage, expense (including legal costs on a solicitor and clients basis), or liability (whether criminal or civil) and costs of settlement suffered or incurred by the Joint Owners and the Implementation Company due to any act, omission, neglect or default of the Exhibitor, its staff, servants, agents, contractors or invitees, and any claim by any third party that any exhibit, service or other material or information exhibited, provided or used by the Exhibitor infringes the intellectual property rights or any other rights of any party. The indemnity provided under this clause shall survive the termination of this Space Contract and is in addition to any other remedy which the Joint Owners and the Implementation Company are entitled to under the law.

11 Sub-Letting

The Exhibitor must not transfer, dispose of or part with or otherwise sublet the whole or any part of its site, whether for financial consideration or otherwise. The Exhibitor must, if it is an agent, distributor or licensee, state at the time of contract or through the Publicity and Technical Services Manuals' forms, the names of the principals to be represented. This does not prohibit an Exhibitor displaying the products of a principal for whom it becomes agent, distributor or licensee after the time of contract, with the prior written permission of the Implementation Company.

12 Exhibitor's Insurance

Exhibitors shall make sure that they are fully covered by insurance including, but not restricted to, all risks of their property, exhibits or articles of any kind, public liability and comprehensive protection against any loss or damage caused by any circumstance whatsoever whether by reason of fire, water, theft, accident or any other cause. The Exhibitor shall insure against, indemnify and hold the Joint Owners and the Implementation Company harmless in respect of the Exhibitor's liability to the Joint Owners and the Implementation Company. If the Implementation Company so demands the Exhibitor shall provide proof to the Implementation Company that the Exhibitor has adequate insurance cover. Exhibitors shall ensure that their temporary staff and the staff of their servants, agents or contractors are insured against claims for workman's compensation. The period for which such insurances shall be maintained shall be from the time the Exhibitor or any of his servants, agents or contractors first enters the exhibition grounds until it has vacated the exhibition grounds and all its exhibits and property have been removed.

13 Group Stands

Contracting parties for group stands are responsible for ensuring that all Exhibitors within their group are fully aware of and agree to abide by these Terms and Conditions and by the Rules and Regulations of the Exhibition.

14 Force Majeure

The Joint Owners and the Implementation Company shall not be liable to the Exhibitor by reason of any cancellation or part-time opening of the exhibition, either as a whole or in part, for any non-performance of its obligations under this Space Contract or for any amendments or alterations to all or any of the Rules and Regulations of the Exhibition in each case to the extent that such occurrence is due to any circumstances not within its control.

15 Unforeseen Occurrences

In the event of any occurrences not foreseen in these Rules and Regulations, the decision of the Implementation Company shall be final.

16 Copyright

The Exhibitor gives permission to the Joint Owners and the Implementation Company to publish before, during and after the Exhibition any and all press releases, photographs, product information, and brochures sent to them for the purpose of obtaining publicity for the Exhibition and/or Exhibitor. The Exhibitor guarantees that all graphic elements, designs and photos are either:

- 1) original material,
- 2) paid for by the Exhibitor or,
- 3) already in the public domain such that the Joint Owners and the Implementation Company cannot be sued for copyright violation.

17 Counterfeits and Copyright Infringements

Copyright infringement will be vigorously policed at the Exhibition. Copies or counterfeit goods are not permitted at the Exhibition. Exhibitors infringing copyright laws may have their goods confiscated by customs and be banned from future exhibitions.

18 Government Ruling

The Exhibitor shall have no claim against the Joint Owners and the Implementation Company should national or state government authorities, acting independently or under the auspices of an international authority (e.g. the United Nations), ban, restrict or refuse participation at the Exhibition by the Exhibitor or the display or promotion of any of its products or services.

19 Governing Law and Jurisdiction

These Terms and Conditions and the Space Contract between the Implementation Company and the Exhibitor shall be governed by the laws of Hong Kong SAR, and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR.

TERMS AND CONDITIONS of Space Contract
ProWine Asia
Pages 2 and 3 of Space Application/Contract
Accepted by Exhibiting Company:

Signature _____