



# 首屆香港一帶一路國際食品展

## THE 1<sup>ST</sup> BELT & ROAD INTERNATIONAL FOOD EXPO (HK)

27<sup>TH</sup> - 29<sup>TH</sup> JUNE 2018

ASIAWORLD-EXPO

WWW.BRIFEXPO.COM

**APPLICATION DEADLINE**  
30<sup>th</sup> APR 2018

### BOOTH APPLICATION FORM

Please use **CAPITAL BLOCK LETTERS** to complete this form.

Return by email: [brifexpo@fmcexhibition.com](mailto:brifexpo@fmcexhibition.com)  
or Fax. no.: +852 2370 0072

#### Exhibitor ("Exhibitor") Information:

Exhibitors' information will be put in the official fair guide and BRIFE 2018 website.

\*The "Company Name" should be the same as appeared on the Business Registration Certificate and will be used to produce fascia board at your booth and as Exhibitor Name.

\*Company Name

English:

中文:

Mailing Address:

City / State / Province:

Postal Code:

Country:

Telephone:

Country Code

City Code

Number

Fax:

Country Code

City Code

Number

Corporate Email Address:

Website:

Business Registration Certificate Number: Please attach photocopy of Business Registration Certificate

#### Billing Information:

Contact (Mr. / Ms.):

Job Title:

Contact's Email:

Contact's Telephone:

Mobile:

Country Code

City Code

Number

Invoice Billing Address (if different from above):

City / State / Province:

Postal Code:

Country:

#### Type of Products / Services / Brand(s) to be Exhibited:

\*The following information should be used on the classification of fair guide and website.

Product

- Snacks
- Biscuits
- Seafood
- Meat
- Poultry
- Diet Food
- Halal Food
- Dairy Products
- Rice & Noodles
- Health Food
- Canned Food
- Other(s):

- Organic Food
- Frozen Food
- Bakery Products
- Dehydrated Food
- Beverages (Alcoholic)
- Beverages (Non-Alcoholic)
- Sauce & Seasoning
- Processed Food
- Confectionery & Sweets
- Fresh Fruits and Vegetables
- Convenient & Instant Food
- Oil & Cereals / Pulses & Grains

Service

- Logistics
- Bank
- Accounting
- Taxation Service
- E-commerce
- Legal Service
- Financial Service
- Investment Fund
- Food Packaging
- Quality Certification
- Food Processing Machinery
- Food Equipment & Technology
- Distributor
- Sale Representative
- Manufacturer
- Retailer
- Wholesales
- Other(s):

Business Region (Please specify the countries & regions):

**Brand(s) name:** Please attach the proof of brand registration certificate & logo certificate.

Exhibitor Booth Options			
Type of Booth	Standard Booth <sup>1</sup>	Premium Booth <sup>2</sup>	Raw Space (at least 18sqm & multiple of 9sqm)
Open 1 Side	HK\$31,980 x _____ US\$4,100 x _____	HK\$35,490 x _____ US\$4,550 x _____	HK\$ 3,127 / sqm x _____ US\$ 400 / sqm x _____
Open 2-Side <small>*Confirmation is subject to the final booth allocation.</small>	HK\$33,560 x _____ US\$4,305 x _____	HK\$37,440 x _____ US\$4,800 x _____	
Fee	(A) Subtotal: _____	(B) Subtotal: _____	(C) Subtotal: _____
<b>Co-Exhibitor Fee</b> (Co-exhibitor(s) must be separately registered and are bound by the Terms and Conditions included herein.)			
(D) Cost per Co-Exhibitor HK\$780 x _____ / US\$100 x _____			
<b>Total (A+B+C+D) = HK/US\$ _____</b>			
Other preference, please specify ( <i>The organizer reserves all rights regarding the final booth arrangements</i> ):			
<b>Terms of Payment</b>			
50% deposit of the total cost of Exhibitor Rate paid due upon signing this Contract, the remaining 50% due on or before 30 April, 2018.			
Applications received on or after 30 April, 2018 will be paid in full payment. The policy for cancellation are set forth in the Terms and Conditions page attached in this application form.			
All cheques / bank drafts / telegraphic transfers should be made payable to: FMC Exhibition Co., Limited Name and address of Bank DBS Bank (Hong Kong) Limited HKD Current Account: 016-478-7833330070 USD Current Account: 016-478-7802807510 RMB Current Account: 016-478-490224328 Bank Swift Code: DHBKHKHH 16 <sup>th</sup> Floor, The Center, 99 Queen's Road Central, Central, Hong Kong <small>*All bank charges should be borne by the Exhibitor</small>			

If you are interested in joining the following value-added promotion opportunity at BRIFE 2018, please put a  in the box below.

- to hold a seminar session
- to become a sponsor
- other advertising opportunities

We, the undersigned, hereby, agrees to pay the above described fees on or before the below noted dates and to comply with the Terms and Conditions listed in this Booth Application Form and overleaf.

\_\_\_\_\_

Company Name

\_\_\_\_\_

Authorized Signature

Name (in capital letter): \_\_\_\_\_

Title / Position: \_\_\_\_\_

Company stamp

Date: \_\_\_\_\_

Internal use: \_\_\_\_\_

Approved by: \_\_\_\_\_

[1] [2]: Please refer to the website of BRIFE ([www.brifexpo.com](http://www.brifexpo.com)) for details.

# TERMS and CONDITIONS

## 1. Definition - In these Terms and Conditions, save as the context otherwise requires:

- 1.1. The "Conditions" means these Conditions, Rules and Regulations.
- 1.2. The "Organizer" means "FMC Exhibition Co., Limited" which also means FMC Exhibition Co. Limited.
- 1.3. The "Booth Application Form" means the cover sheet attached hereto with the caption "BRIFE 2018 Booth Application Form."
- 1.4. The "Exhibition" means the BRIFE 2018 to be held in AsiaWorld-Expo during 25<sup>th</sup>-29<sup>th</sup> June 2018.
- 1.5. The "Contract" means the Conditions, together with the Booth Application Form and Co-Exhibitor Form.
- 1.6. The "Exhibitor" means the exhibitor named on the Booth Application Form, including any and all officers, directors, managers, employees and agents of such exhibitor, together with any co-exhibitors identified on the Co-Exhibitor Form, and any and all officers, directors, managers, employees and agents of such co-exhibitor who is/are accepted by the Organizer and approved by the Organizer in advance in writing.
- 1.7. The "Technical Organizer" means the company contracted by the Organizer to coordinate the exhibition.
- 1.8. The "Exhibition Venue" means AsiaWorld-Expo in Hong Kong.
- 1.9. The "Exhibition Fee" means the fee to be paid by the Exhibitor for the use of spaces to be allocated to the Exhibitor in the Exhibition Venue plus the fee for adding co-Exhibitor under the same booth application.
- 1.10. The "Exhibitor's Manual" means the manual made available by the Organizer for downloading by the Exhibitors at such designated website to be supplied by the Organizer to the Exhibitors from time to time, such manual contains information, rules and regulations relating to the Exhibition and the Exhibition Space and other incidental matters (as amended from time to time).

## 2. Application, Alteration and Cancellation

- 2.1. All applications for an Exhibition booth or raw space must be made pursuant to the Exhibition Contract. The Organizer alone has the authority to accept or refuse applications for admission and to allocate the Stand Space but will consider the Exhibitor's wishes as far as possible.
- 2.2. The Organizer reserves the right to advance, postpone, vary and/or change the location of the Exhibition and/or vary and/or change the location and/or size of the Stand Space and/or Booth, and/or the layout of the Exhibition, without the Exhibitor having any claim on the Organizer.
- 2.3. Once the application made via a Booth Application Form is accepted, the Exhibitor shall not be entitled to withdraw its participation in the Exhibition nor reduce the booth space(s) applied for in its Booth Application Form. Any request for withdrawal or variation of the booth space(s) shall not constitute a variation nor waiver of any amount payable to the Organizer by the Exhibitor.
- 2.4. No cancellation by an Exhibitor is effective unless given in writing by mail, fax or email to FMC Exhibition Co., Limited, or to [brifexpo@fmcexhibition.com](mailto:brifexpo@fmcexhibition.com). Exhibitors cancelling on or before 30 April, 2018 shall be subject to a cancellation free equals to 50% of the total cost of cancelled space. Cancellations occurring after 30 April, 2018 are subject to a cancellation fee equals to 100% of the total cost of cancelled space. All outstanding cancellation fees are payable immediately to Organizer upon cancellation.
- 2.5. Whenever the Exhibitor fails to meet his/its obligations under the Contract, the Organizer has the right, without prior notice or prior proof of default, to immediately terminate the Contract without liability for any damages, direct or indirect, incurred by the Exhibitor.
- 2.6. Without limitation to the aforementioned, the Exhibitor shall be deemed to fail to meet his/its obligations under the Contract whenever the Exhibitor is declared bankrupt, a Receiver is appointed or the Exhibitor otherwise ceases his/its activities.
- 2.7. If through no fault on the part of the Organizer the space allocated is no longer available and there is no other comparable booth space available, the Exhibitor shall be entitled to a refund of the Participation Fee paid, free of interest, as agreed liquidated damages. The Exhibitor agrees that under such circumstances no claims for further damages will be submitted and that the Organizer will not be liable to any other damages.

## 3. Terms of Payment

- 3.1. The Exhibitor shall pay the total cost of the rent of the Exhibition space allocated as per the Organizer's instructions.
- 3.2. The non-refundable deposit which represents 50% of the Exhibition Fee should be paid upon submission of the Booth Application Form. Upon acceptance of the application, the remaining 50% of the Exhibition Fee will be due on 30 April 2018 or such other date as may be indicated in the invoice.
- 3.3. Whenever the Exhibitor fails to meet his/its obligation to pay in a timely manner, interest will be charged on any amount over due at the rate of 3% over the prime lending rate of Hong Kong dollar as quoted from time to time by HSBC Hong Kong.
- 3.4. The Organizer reserves the right to demand from the Exhibitor additional non-interest bearing deposit or other form of guarantee for the payment of the Exhibition Fee or costs of actual or potential damages.
- 3.5. Charges for services or deliverables other than the Exhibition Fee and any other relevant charges or expenses as mentioned in the Exhibitor's Manual shall be payable at the time and in the manner as set out in the corresponding invoice issued for such purposes.
- 3.6. All payment and remittance should be made to FMC Exhibition Co., Limited in US or HK dollars without deduction of any bank charges, currency exchange charges, government fees or taxes, and should be made in the manner as stated in the Booth

Application Form.

- 3.7. The Organizer is granted a right of lien on all stand equipment and exhibits of the Exhibitor in respect of any outstanding amount payable by the Exhibitor. The Exhibitor authorizes the Organizer to realize or dispose of such items on lien in order to meet such outstanding payment. The Organizer cannot be held liable for damages or losses to the items on lien.
- 3.8. If invoices are sent to a third party on the Exhibitor's instructions, the Exhibitor shall still remain primarily liable to the Organizer for the invoice amount until the invoice is fully settled.
- 3.9. In case of default by the Exhibitor of payment of any sum due to the Organizer, the Organizer shall without prejudice to other available reliefs be entitled to elect to rescind the contract or otherwise dispose of the booth space(s) allocated as it thinks fit.

## 4. Exhibition Space and Booth

- 4.1. The Exhibitor shall keep his/its Exhibition Space and/or Booth open, clean and in good order throughout the Exhibition. Retail sales of any products are not permitted.
- 4.2. Subletting part of the Exhibition Space and/or Booth by the Exhibitor is not permitted.
- 4.3. The Exhibitor shall arrange for and procure all necessary licenses, approvals and other documents required for the construction of Exhibition Space and/or the Booth during the Exhibition, to the satisfaction of, and in a timely manner as indicated by the Organizer.
- 4.4. The Exhibition Space's and/or Booth's technical installations must be approved by the Organizer or persons duly authorized by the Organizer. The technical installations, provided by or through the Organizer, or by or through the Technical Organizer, shall be operated only by personnel, appointed or approved by the Organizer or the Technical Organizer.
- 4.5. No exhibit, display of products or working demonstrations which involve substances of a dangerous or explosive or endangered species of animals and plants or reasonably be suspected to infringe any intellectual rights of any third party during the Exhibition.
- 4.6. Any display of inflammable or pungent exhibits or exhibits whose display or demonstration entails noise, smell or strong light requires the prior written approval of the Organizer.

## 5. Construction, Decoration and Dismantling

- 5.1. The Organizer supplies Stand Spaces and/or Booth without any additional services, fitting, installation. Any additional service, fitting, and installation shall be provided by Technical Organizer or prior approved by the Organizer.
- 5.2. The installation, operation and dismantling of the Exhibition Spaces and/or Booths and the display of products or exhibits is to take place in consultation with the Organizer. The Organizer or persons duly authorized by the Organizer are authorized to give instructions and directives and to make regulations.
- 5.3. After the Contract has been established, a Exhibitor's Manual containing further technical information concerning the Exhibition, together with order forms for Booths, services and additional fittings regarding the construction, installation and decoration of the Exhibition Space and/or Booth (e.g. telephone connections, electrical installation and etc.) shall be provided to the Exhibitor. These services and additional fittings will be invoiced by or on behalf of the Technical Organizer. The Exhibitor must order the services and additional fittings and pay the related invoices in a timely manner, as instructed by the Technical Organizer.
- 5.4. The Organizer and/or the Technical Organizer shall inform the Exhibitor in writing of the date and time on which the Exhibition Space shall be available for installation and decoration, the date and time the Exhibition Space must be completed as well as the date and time the dismantling of the Exhibition Space may commence and is to be completed. Except for the date and times indicated by the Organizer, no construction and installation work and the carrying in of goods is allowed. These dates and times may be changed by the Organizer.
- 5.5. Should the Exhibitor for any reason fail to remove all his/its property or otherwise fail to vacate the Exhibition Space by the date and time specified by the Organizer, the Exhibitor shall be fully responsible for any penalties imposed on the Organizer or any other losses or costs incurred by the Organizer as a result thereof. Without prejudice to any other right or remedy of the Organizer, the Organizer may remove any property of the Exhibitor from the Exhibition Space after said time at the Exhibitor's expense, without any liability for loss or damage to such property.
- 5.6. Plans with respect to any construction, decoration and fittings, which are not to be provided by or via the Technical Organizer, and an outline of the Exhibitor's projected activities are to be submitted for approval to the Organizer, in a timely manner as indicated by the Organizer. The Organizer may make all necessary amendments to the Exhibitor's planned construction, decoration and activities. No construction can take place, decorations be made or activities undertaken without the prior written approval by the Organizer. The Exhibitor shall not change the construction, decoration, and activities from the approved plan without prior written approval by the Organizer. The Exhibitor is responsible and liable for all extra costs associated with the Exhibitor's proposed plans.

## 6. Liability, Indemnity and Insurance

- 6.1. The Organizer is not responsible or liable for expenses, losses and damages of

- any kind incurred or sustained by the Exhibitor, or any harm or injury to any person(s) connected thereto, in any cases.
- 6.2. The Organizer is not responsible or liable for the correct operation of any or part of the technical installations during the exhibition, and cannot be held liable for damages of any kind incurred by the Exhibitor, caused by insufficient or incorrect operation of these technical installations or parts thereof.
  - 6.3. The Exhibitor accepts full responsibility and liability for the repair of any damages directly or indirectly caused by the Exhibitor to the property of the Exhibition venue or third parties.
  - 6.4. The Exhibitor will hold harmless and undertakes to indemnify the Organizer in respect of, but not limited to, all claims, actions, proceedings, costs, expenses, damages or liabilities, including bodily injury, harm or death, arising from or in connection with the construction, decoration, operation, activity or dismantling by the Exhibitor of the Exhibition Space and/or Booth during the Exhibition.
  - 6.5. The Exhibitor accepts full responsibility and liability for all costs for legal procedures, legal and other expert aid, incurred by the Organizer as a result of the Exhibitor not complying with the Contract.
  - 6.6. The Exhibitor shall adequately insure all his/its property and personnel for all damages to his/its property or his/its personnel, and all damages to the Exhibition venue's property or other third parties caused by his/its properties, himself/itself or his/its personnel.
  - 6.7. All exhibitors are requested to follow the emergency measures under the Tropical Cyclone (commonly known as "typhoon") or Black Rainstorm Warning Signal during the BRIFE 2018. In case the opening or operation of BRIFE 2018 is affected by the hosting of Tropical Cyclone Warning Signal No. 8 (or above) or Black Rainstorm Warning Signal, Organizer is not liable for any liability, losses, damages, costs and expenses arising from or in connection with the bad weather.

#### **7. Publicity**

- 7.1. No free or paid publicity of any kind or in any form is allowed for non-exhibiting firms. The Exhibitor is not allowed to place or distribute exhibited goods and/or advertising material outside the Exhibition Space, to make any announcements regarding the Exhibition on radio and/or television nor make recordings for commercial purposes without prior written approval from the Organizer.
- 7.2. The Exhibitor shall allow the Organizer or persons or legal entities duly authorized by the Organizer, to publish a guide, compiled on the basis of information to be furnished by the Exhibitor. Exhibitor shall submit the required information to the Organizer in a duly manner, as specified by the Organizer. The Organizer accepts no responsibility or liability for any errors and/or omissions in the guide.

#### **8. Protection of Intellectual Property Rights**

All exhibits and the packages thereof, publicity material or any other part of the display on the Exhibitor's Stand must not violate or infringe any intellectual property rights including but not limited to trade marks, copyright, designs, names and patents, whether registered or otherwise. Exhibitors are required to comply with the rules and complaint procedures as set out in the Exhibitor's Manual on the Protection of Intellectual Property Rights as issued by the Organizer. Failing to observe this clause may lead to immediate termination of the Contract. All rights of the Organizer are reserved.

#### **9. Miscellaneous**

- 9.1. Catering activities and catering related activities on the Exhibition Space are only permitted after prior written approval by the Organizer. No prior approval is required for keeping drinks and foodstuffs on the Exhibition Space that have been obtained from the catering department of the Exhibition Venue. Additional charges to Exhibitor in connection with catering activities may be levied by the Organizer. Exhibitor is required to accept the responsibility and abide of Food safety by the terms set forth in the Exhibitor's Manual.
- 9.2. The Organizer and persons duly authorized by the Organizer must be permitted free entrance to all Exhibition Spaces. The Exhibitor shall abide by all directions and

instructions given by said persons. Among others, officials from the Fire Brigade, Police or similar governmental authorities, and Security Officials authorized by the Organizer, shall be deemed to be duly authorized persons under the Contract.

- 9.3. In case of a disturbance of the peace at the Exhibition, caused directly or indirectly by the Exhibitor, the Organizer is authorized to close down the Exhibition Space and remove all persons and/or products the Organizer deems necessary in order to restore the order. In the event of such an occurrence, the Organizer is authorized to terminate the Contract forthwith, without the Exhibitor having any right of restitution of the paid sums. The Exhibitor shall be fully responsible and liable for all costs resulting from the disturbance and the measures taken in connection therewith.
- 9.4. The terms and conditions of the Exhibition Venue are supplementary to these Terms and Conditions. In case of conflict these Terms and Conditions prevail, unless the Organizer specifies otherwise.
- 9.5. If a participant has failed to meet his obligations towards the Organizer under the Contract, the Organizer may: keep possession of the goods of the Exhibitor, present in the Exhibition Venue, or have them stored at the expense and risk of the Exhibitor in order to promote that obligations under the Contract will be met, without any previous intervention of a Court.

#### **10. General Conditions**

- 10.1. The Organizer is entitled to rule upon all matters not provided for in these Terms and Conditions and to make any necessary amendments or additions hereto, which shall thereupon become binding to the Exhibitor.
- 10.2. The rules of organizing an exhibition in the Exhibition Venue are incorporated in these Terms and Conditions. In case of conflict these Terms and Conditions prevail, unless the Organizer specifies otherwise.
- 10.3. These Terms and Conditions shall be governed by and constructed in all respects in accordance with the laws of Hong Kong and the Exhibitor irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts.
- 10.4. No other terms and conditions shall apply, unless such terms and conditions have been accepted by the Organizer. Such acceptance shall be made in writing only.
- 10.5. The Exhibitor agrees to be bound by these Terms and Conditions. Any other agreements, individual permits or arrangements shall require written confirmation by the Organizer.
- 10.6. The English version of these Terms and Conditions shall prevail all versions in any other languages in case of any inconsistency or discrepancies.
- 10.7. These Terms and Conditions together with the Exhibitor's Manual and the Application Form and all other written contracts and written agreements entered into between the Organizer and the Exhibitor in relation to the Exhibition shall form an integral contract ("the Contract"). Any other representation or oral agreement will not be considered as part of the Contract. In the event of any conflict between these Terms and Conditions and the Application Form and all other contracts and agreements, these Terms and Conditions shall prevail.
- 10.8. Any claims of the Exhibitor as against the Organizer shall be barred after the earlier of 6 months of the closing date of the Exhibition or 9 months of the date of the Application Form. The liability of the Organizer under this Contract shall be limited to the amount of the total payment received by the Organizer from the Exhibitor under this Contract.
- 10.9. The Exhibitor shall bear all costs and expenses (including legal costs on a full indemnity basis) incurred by the Organizer in the recovery of any monies payable to it by the Exhibitor or in the enforcement of any Terms and Conditions. The Organizer is entitled to set off any indebtedness of the Exhibitor to the Organizer against any indebtedness of the Organizer to the Exhibitor.
- 10.10. Nothing in these Terms and Conditions shall create a relationship of landlord and tenant nor that of a partnership nor that of principal and agent between the Organizer and the Exhibitor.