



TERMS & CONDITIONS

ONLINE STORE & CONSUMER FAIR PARTICIPATION - TERMS AND CONDITIONS

As updated on 17/1/2023

The Exhibiting Company shall be irrevocably bound by the terms and conditions as stated in the Space Contract provided by TPA. Cancellation charges will apply as per the Space Contract. The Exhibitor shall at all times keep HFBA and each of its directors, officers, employees, agents and representatives (collectively, the "Indemnified Parties") fully and effectively indemnified from and against any and all liabilities, claims, damages, costs, charges and expenses to which any of the Indemnified Parties may be exposed or which any of the Indemnified Parties may incur, suffer, sustain and against all actions, suits, proceedings, claims, demands of any nature whatsoever which may be taken, made or threatened against any of the Indemnified Parties or incurred or become payable by any of the Indemnified Parties or which may arise directly or indirectly by reason of any act, deed, matter or thing done or permitted or omitted to be done by any of the Indemnified Parties in connection with this Agreement or arising therefrom and all other costs, charges and expenses in connection therewith, including legal costs on a full indemnity basis.

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Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

TERMS OF AGREEMENT

1. Terms of Reference

For the purpose of this Agreement, the term "Exhibition Organizer" shall mean Healthy Food and Beverage Association & The Planner Affairs Pte Ltd. The term "Sponsor/Exhibitor" shall mean any company, its employees and agents to whom exhibition space, sponsorship and or advertising items has been allocated.

2. Application for Participation

The submission of the sponsorship and exhibit space contract ("Form") shall be deemed acceptance of the Terms of Agreement by the Sponsor/Exhibitor. The application procedure is complete only when the Form and full payment are received by the Exhibition Organizer before the event set-up date. The Exhibition Organizer shall reserve the right to refuse any application at its sole discretion.



3. Allocation and Use of Exhibition Space (where applicable)

- a. Allocation of exhibition space is made by the Exhibition Organizer. While attention will be paid to Sponsor/Exhibitor's preference, the final decision on space allocation shall be made by the Exhibition Organizer.
- b. The Exhibition Organizer also reserves the right to change the space allocated when it deems necessary in the general interest of the Event.
- c. The Sponsor/Exhibitor shall not sublet the space allocated or use any space at the Event Venue other than that allocated without the prior written consent of the Exhibition Organizer.
- d. No Sponsor/Exhibitor shall be permitted to exhibit unless he has paid all fees prior to the event.
- e. Non-payment of fees will be deemed voluntary withdrawal and Clause 4 of this Agreement will apply to the remaining fees.

4. Cancellation

- a. In the event that the Sponsor/Exhibitor wishes to cancel all or part of the contracted sponsorship/exhibit space, the Cancellation is only accepted if a written notice is received.
- b. The Sponsor/Exhibitor shall pay to the Exhibition Organizer a cancellation fee at the following rates:
 - i. If the cancellation notice is received within 7 days of the signing of the Sponsorship Agreement, a sum equivalent to 25% of the contracted sponsorship/exhibit space amount.
 - ii. If the cancellation notice is received more than 4 months before the first day of the Event, a sum equivalent to 50% of the contracted sponsorship/exhibit space amount.
 - iii. If the cancellation notice is received on or less than 4 months before the first day of the Event, a sum equivalent to the full contracted sponsorship/exhibit space amount.
- c. All cancellation fees are payable immediately upon Cancellation. All payments made to the Exhibition Organizer under this contract are deemed fully earned and non-refundable and made in consideration for expenses incurred by the Exhibition Organizer and the Exhibition Organizer's lost or deferred opportunity to provide sponsorship/exhibit space to others, and all cancellation fees that may become due hereunder are acknowledged by Sponsor/Exhibitor to constitute liquidated damages.
- d. If the Sponsor/Exhibitor does not make full payment when due under the terms of this contract, the Exhibition Organizer may terminate this sponsorship/exhibit space held for the Sponsor/Exhibitor and the Sponsor/Exhibitor shall be responsible for payment to the Exhibition Organizer for all amounts which would have been due to the Exhibition Organizer under the terms of subsection (b) above, if the Sponsor/Exhibitor had cancelled this exhibit space as of the date of such default. All other provisions of this contract will continue in force until cancelled by the Exhibition Organizer.



5. Transport of Exhibits (where applicable)

- a. Sponsor/Exhibitor shall bear the responsibility and expenses for the transport of exhibits to the Event Venue.
- b. Sponsor/Exhibitor shall make his own arrangement for storage and warehousing for their exhibits and packaging materials before, during and after the event.
- c. Sponsor/Exhibitor shall remove his exhibits and decorative items from the Event Venue within the period stipulated by the Exhibition Organizer and shall indemnify the Exhibition Organizer for any loss by reason of delay or damage to the Event Venue.
- d. Sponsor/Exhibitor shall abide by the Customs formalities for his exhibits and materials brought to the country before and after the event.

6. Change of Dates and Venue

The Exhibition Organizer reserves the right to change the date and venue of the Event should circumstances so require. The Contract shall remain effective for the new date and venue provided the notice of change is made to the Sponsor/Exhibitor one month before the changes.

7. Force Majeure

- a. The Exhibition Organizer shall bear no liability whatsoever should this Event be cancelled, changed, rescheduled or postponed due to any event of Force Majeure which means an act of God, unforeseen occurrence or any other fortuitous event that renders performance of this Event impracticable, illegal or impossible. For purposes of this clause, fortuitous events shall include, but not be limited to fire, flood, earthquake, storm, hurricane, natural disasters, war, terrorist activities, SARS and other emergencies, matter or cause beyond the control of the Exhibition Organizer.
- b. Any cancellation or postponement of the Event pursuant to Clause 7(a) shall be made in writing, shall specify the event of Force Majeure relied upon and shall be effective from the date of the written notice
- c. If the Event is cancelled or rescheduled pursuant to 7(a), the Sponsorship Fee shall be reduced (and refunded to the Sponsor/Exhibitor) by such proportion at the Exhibition Organizer discretion. Any refund of the Sponsorship Fee shall be made within 30 days after the notice of cancellation or suspension of the Event and shall be without prejudice to any right (whether arising out of this Agreement or at law) that have been accrued to the Exhibition Organizer prior to the cancellation or suspension of the Event.
- d. Notwithstanding anything hereinbefore contained, the Exhibition Organizer shall not be liable to refund the Sponsorship Fee to the Sponsor/Exhibitor if the event of Force Majeure relied upon by the Exhibition Organizer is caused by or otherwise arises out of any action or inaction of the Sponsor/exhibitor.
- e. The Exhibition Organizer shall be under no liability to the Sponsor/Exhibitor or any other persons for any loss which they (or any of them) may sustain as a result of any Event of Force Majeure, or in



consequence of any cancellation, change, delay or postponement of the Event and upon payment to the Sponsor/Exhibitor of the re-fund amount, neither party shall thereafter have any claim against the other whether arising out of this Agreement or otherwise.

8. Security

a. While the Exhibition Organizer shall take up the necessary security precaution in the interest of the Event as a whole, the Exhibition Organizer shall not be liable for any loss or damage to exhibits or other properties of the Sponsor/Exhibitor or any injury to persons, whether it be before, during and after the Event.

b. Sponsor/Exhibitor warrants that nothing which he, his servants or agents shall do in or for the Event shall contravene any law or regulations, encroach upon third parties' rights, or pose any exceptional danger or risk which has not been previously disclosed to the Exhibition Organizer with sufficient precautionary measures taken.

9. Fire Prevention and other Regulations

All Exhibits, materials and fittings used or displayed in the stand must be properly fire-proofed and be in accordance with all applicable fire prevention and building regulations. Sponsor/Exhibitors' display shall not obstruct the view of other Sponsor/Exhibitors nor be in any manner objectionable to the Host Authority, the general interest of the Event and other Sponsor/Exhibitors or cause any annoyance or nuisance to other Sponsor/Exhibitors. The Exhibition Organizer reserves the right to issue such directions as it may deem necessary to the Sponsor/Exhibitor on remedying a breach of this term. The Sponsor/Exhibitor shall comply with such directions forthwith.

10. Insurance, Liability and Risks

The Sponsor/Exhibitor shall insure, indemnify and hold the Exhibition Organizer and the venue managers harmless in respect of all costs, claims, demands and expenses for incidents incurred by the staff or agent of the Sponsor/Exhibitor upon any person or things at the event venue.

11. Venue and Venue Property

The Sponsor/Exhibitor shall take all necessary precautions to prevent any harm done to the venue and venue property. The Sponsor/Exhibitor is liable to compensate the Exhibition Organizer for any damage done to the venue or venue property

12. Refusal of Admission

The Exhibition Organizer shall reserve the right to refuse any person admission to the Event Venue in the general interest of the Event.



13. Venue Regulations

Sponsor/Exhibitors shall abide by the Rules and Regulations of the Event Venue. Failure to comply with the Rules and Regulations will constitute grounds for breach of the Agreement. A Copy of the Rules and Regulations may be obtained from the Exhibition Organizer.

14. Supplementary Clauses

The Exhibition Organizer shall reserve the right to issue Supplementary Regulations in addition to those in the TERMS OF AGREEMENT to ensure the orderly management of the Event. Any supplementary Regulations shall form parts of the TERMS OF AGREEMENT and they shall be binding on all Sponsors/Exhibitors

15. Breach of Agreement

In cases where the Sponsor/Exhibitor fails to observe and perform any of the terms of this Agreement or any Supplementary Regulations stipulated in Clause 14 above, the Exhibition Organizer shall reserve the right to terminate the Agreement and all rental and fees paid by the Sponsor/Exhibitor to the Exhibition Organizer will be forfeited. Sponsor/Exhibitor shall furthermore indemnify the Exhibition Organizer for all losses and damages resulting from such failure in observing or performing the terms of this Agreement.

16. Interpretation

Interpretation of this Contract lies solely with the Exhibition Organizer. This Contract shall be governed by and construed according to Singapore LAW.