



Hong Kong International Lighting Fair (Autumn Edition)

香港國際秋季燈飾展

27-30/10/2010

Fax: (852) 2824 0249 Attn: Exhibitions Department

Part V 第五部份

Additional Promotion Package – Official Magazine & Enhanced Online Promotions 額外推廣計劃 – 大會指定產品雜誌及網上推廣計劃加強版

1) Official Fair Magazine Special Advertising Offer 大會指定產品雜誌廣告優惠

HKTDC Lighting magazine published by Hong Kong Trade Development Council is the official magazine of the fair and will be distributed to visiting buyers free at the fairground. Exhibitors' full-page advertisements in the magazine will be published in the "Exhibitor Highlights" section without incurring any loading charge.

香港貿發局出版的《香港貿發局燈飾》雜誌為香港貿發局香港國際秋季燈飾展大會指定產品雜誌，將於展覽會中大量免費派發予入場買家。凡參展商在此雜誌刊登的全版廣告，將可免費被安排編印於雜誌較前位置的「展覽會專輯」部份。

Product Magazine 產品雜誌	Full page colour ad rate 全版彩色廣告費	Booking Deadline 預訂截止日期	Ad page(s) 刊登頁數	Total ad fee 總廣告費
HKTDC Lighting, Oct 2010 issue 《香港貿發局燈飾》2010年10月號	<input type="checkbox"/> HK\$13,500/US\$1,740 per page 每頁 (Loading charge per page waived 豁免特別廣告位每頁附加費：HK\$2,700/US\$348)	3 Sep 2010 2010年9月3日		

2) hktcd.com Enhanced Online Promotions Package

「貿發網」網上推廣計劃加強版

Deadline : 8 Oct 2010
截止日期 : 2010年10月8日

One-year Enhanced Online Promotions at www.hktcd.com 一年「貿發網」(www.hktcd.com) 網上推廣計劃加強版

Exhibitors can enjoy additional exposure at www.hktcd.com and obtain more buyer contacts through this package:
參展商可透過此計劃增加在「貿發網」(www.hktcd.com)的曝光機會，並藉此獲取更多買家查詢：

- Display company information and product photos at www.hktcd.com for one year (100 photos on English website, and unlimited photos on Chinese website), where buyers can view your exhibits before, during and after the fair.
於「貿發網」登載公司資料及產品照片，為期一年(英文網站100張，中文網站無限張)，讓買家在展覽會前、舉行期間及結束後瀏覽您的展品。
- Receive priority referrals to related buyers visiting HKTDC trade fairs and get a related buyers' list FREE.
優先獲推介予相關香港貿發局展覽會買家，並可免費獲取相關的買家名單。
- Complimentary Dun & Bradstreet authentication of company information and Intertek verification of certificates offered to highlight exhibitor's integrity and thus increase buyer-confidence.
由著名認證機構鄧白氏(Dun & Bradstreet)認證公司資料，及天祥集團(Intertek)驗證各項證書，突顯企業誠信，加強買家的信心。
- Product descriptions, photos and keywords edited by Web specialists to boost exposure and search rankings (for a maximum of 30 products at English website).
專人修訂英文網站中的產品說明、圖片及關鍵詞，提升曝光率及搜索排名(最多30項產品)。

HK\$11,060 / US\$1,420 (original price 原價：HK\$14,100 / US\$1,810)

Customer Service Line 客戶服務專線：(852) 1830668 Email 電郵：supplier@hktcd.org

Remarks:

1. Enhanced Online Promotions are only available to exhibitors at the respective fairs.
2. Due to production and uploading procedures, advertiser's information will not be featured for three weeks during the Enhanced Online Promotions period.
3. The launch date of individual advertiser's Enhanced Online Promotions are determined by the date of submission of materials.

註：

1. 參加網上推廣計劃加強版的公司必須為該相關展覽會之參展商。
2. 在網上推廣計劃加強版展示期間，我們約需三星期進行資料製作，客戶所登載的資料將在此段期間不能顯示在網站上。
3. 個別參展商之網上推廣計劃加強版正式開始日期將視乎提交資料的時間而定。

We hereby apply for the "Enhanced Online Promotions" at the HKTDC Hong Kong International Lighting Fair 2010 (Autumn Edition) and agree to abide by the Hong Kong Trade Development Council, D&B Checked Services and Intertek Certificate Verified Service terms and regulations, which is posted on http://info.hktcd.com/promotion_terms/index.htm.

本公司現申請以上香港貿發局香港國際秋季燈飾展2010之網上推廣計劃加強版，並同意遵守刊載於 http://info.hktcd.com/promotion_terms/index.htm 的香港貿易發展局、「鄧白氏認證服務」及「天祥證書驗證服務」條件及條款。

Organiser 主辦機構:

Sponsors 贊助商:



Federation of Hong Kong Industries 香港工業總會
Hong Kong Electrical Appliances Manufacturers Association 香港電器製造業協會
The Chinese General Chamber of Commerce 香港中華總商會
The Chinese Manufacturers' Association of Hong Kong 香港中華廠商聯合會

The Hong Kong Electronic Industries Association 香港電子業商會
The Hong Kong Exporters' Association 香港出口商會
The Indian Chamber of Commerce Hong Kong 香港印度商會
Trade and Industry Department, HKSAR Government 香港特別行政區政府工業貿易署

Total advertising fee from Official Magazine and/or Enhanced Online Promotions

大會指定產品雜誌及/或網上推廣計劃加強版總廣告費

HK\$/US\$ _____

Company Name 公司名稱 : _____

Person In-charge 負責人 : _____ Contact Person 聯絡人 : _____ Title 職位 : _____

Tel 電話 : (_____) - (_____) Fax 傳真 : (_____) - (_____)

Address 地址 : _____

_____ Business Registration Certificate No. 商業登記證 : _____

Email 電郵 : _____ Website 網站 : _____

Company Stamp & Authorised Signature 公司印鑑及負責人簽名 :

For Exhibition Agents Use Only 供參展代理商使用

Authorized signature & company stamp

認可簽名及代理印章 :

_____ Contract date 簽約日期 : _____

Contact Person 聯絡人 : _____ Position 職位 : _____

Tel 電話 : (_____) - (_____) Fax 傳真 : (_____) - (_____)

Terms & Conditions for Online Promotions

1) INTERPRETATION

- 1.1 In this Terms & Conditions unless the contrary intention appears the following definition(s) apply:
- "Advertisements"** print advertisements and/or online advertisements accepted for publication by HKTDC on Publication and/or the HKTDC website
- "Advertisers"** any person and/or company and/or business who place Advertisements on Publication and/or the HKTDC website
- "Publication"** any publication published or owned by HKTDC on which Advertisements provided by Advertisers are published with HKTDC's permission
- "HKTDC"** Hong Kong Trade Development Council
- "HKTDC website"** "www.hktcdc.com" or any other Internet website operated by HKTDC on which Advertisements provided by Advertisers are published with HKTDC's permission
- 1.2 Words denoting the singular shall include the plural and vice versa.
- 1.3 The headings in this Terms and Conditions are inserted for convenience only and do not affect its construction.

2) GENERAL

- 2.1 All Advertisers must be legally and validly registered companies or businesses either in Hong Kong Special Administrative Region or in their country of origin. HKTDC reserves its rights to (i) require Advertisers to produce a copy of their business registration certificate, certificate of incorporation or other company or business registration documents at any time and (ii) refuse to accept an Advertisement order if such documents are not provided by the Advertisers.

3) CANCELLATION, SUSPENSION AND ALTERATION

- 3.1 Advertisements may only be cancelled subject to:
- the confirmation of agreement for cancellation by HKTDC which shall be made at the sole and absolute discretion of HKTDC; and
 - the right of HKTDC to claim against the Advertiser for the full scale amount and/or charges in respect of all Advertisements that have been published by HKTDC under this Contract and also without prejudice to the rights and remedies of HKTDC against the Advertiser in respect of any accrued or antecedent claim or breach of any of the terms and conditions set out in this Contract; and
 - the full payment of the claim referred to in b) above by the Advertiser.
- 3.2 HKTDC shall have the right at its sole and absolute discretion to
- change the position of any Advertisement accepted for publication in the Publication and/or the HKTDC website without any notice
 - make any alteration it deems necessary or desirable in any Advertisement and require any block, copy or advertising material to be amended or altered to meet HKTDC's approval; and
 - vary or modify the website address, name, design, layout, contents, production, download time, time of publication, resolution, packaging, any other matter in relation to the Publication and/or the HKTDC website or any issue thereof or any other matters relating to the HKTDC website and any property owned by HKTDC on which Advertisements are published without prior notice and HKTDC shall not be responsible for any losses, damages, costs or expenses that the Advertiser incurs as a result of or in connection with such variation or modification.
- 3.3 The date(s) and month(s) of publication of the Publication and/or the HKTDC website or any issue thereof as advised by HKTDC (whether under this Contract or otherwise) is/are for indication only. HKTDC shall have the right at its sole and absolute discretion to alter the date/month of publication of the Publication and/or the HKTDC website, cancel or suspend the publication of the Publication or any issue thereof and/or the HKTDC website without any prior notice to the Advertiser. In the event HKTDC cancels or suspends the publication of the Publication or any issue thereof and/or the HKTDC website, HKTDC shall make a reasonable and proportional refund of the advertising fee paid to HKTDC for the particular Advertisement which is not published or launched by HKTDC or which is not published or launched by HKTDC for the full term of the publication period stated in this Contract because of the aforesaid cancellation or suspension without any compensation. In no circumstances shall the total liability of HKTDC for any such alteration, cancellation or suspension exceed the amount of a full refund of the advertising fee paid to HKTDC for the particular Advertisement in connection with which liability arose. The Advertiser hereby unconditionally and irrevocably undertakes that it will not make any other claim both legal or equitable against HKTDC, its servants and/or agents for any losses or expenses that it may suffer or incur as a result of or otherwise in connection with such alteration, cancellation or suspension.
- 3.4 Without prejudice to Clause 3.1 of this Contract, if the Advertiser for whatever reason cancels any Advertisement placed with the HKTDC under this Contract, the HKTDC shall have the right to demand repayment in full of any concessions, discounts and/or price reduction given to the Advertiser in respect of such Advertisement. If the Advertiser, due to any fault or inaction on its part or as a result of its own decision, fails to place all the Advertisements under the date and time specified in the Contract, the HKTDC shall have the right to demand repayment of discounts, concessions, and/or price reduction (including without limitation any series discounts given to long-term booking) given to the Advertiser in respect of any other advertisement under the Contract.

4) REMEDY AND REFUND

- 4.1 In the event of any error, mistake, misprint or omission in the launching, printing or publication of an Advertisement or any part thereof which arises out of the negligence or default of HKTDC, HKTDC will reinstate the Advertisement or the relevant part thereof (as the case may be) in the next issue or remedy such error, mistake, misprint or omission as soon as practicable or make a reasonable and proportional refund or adjustment to the advertising fee. No reinstatement, fee refund or adjustment will be made where the error, mistake, misprint or omission does not materially detract from the Advertisement. In no circumstances shall the total liability of HKTDC for any error, mistake, misprint or omission exceed the amount of a full refund of the advertising fee paid to HKTDC for the particular Advertisement in connection with which liability arose or the cost of a further or corrected Advertisement of a type and standard reasonably comparable to that in connection with which liability arose. In the case of any such error, mistake, misprint or omission, the only remedy to the Advertiser will therefore be either of the followings
- a reinstatement of the particular Advertisement in connection with which liability arose or the relevant part thereof (as the case may be) in the next issue of Publication and/or in the relevant HKTDC website;
 - a full refund or a reasonable and proportional refund (as the case may be) of the advertising fee paid to HKTDC for the particular Advertisement in connection with which liability arose; or
 - the cost of a further or corrected Advertisement of a type and standard reasonably comparable to that in connection with which liability arose.
- The Advertiser hereby unconditionally and irrevocably undertakes that it will not make any other claims both legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such error, mistake, misprint and/or omission.
- 4.2 In the event that HKTDC removes any Advertisement placed by the Advertiser for any reason(s) other than those stated in Clause 10.2 of this Contract, HKTDC shall make a reasonable refund of the advertising fee paid to HKTDC for the particular Advertisement which is so removed by HKTDC. In no circumstances shall the total liability of HKTDC for such removal exceed the amount of a full refund of the advertising fee paid to HKTDC for that particular Advertisement which is so removed. The Advertiser hereby undertakes that it will not make any claims both legal and/or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of otherwise in connection with such removal.

- 4.3 The Advertiser may request HKTDC to remove any Advertisement placed before the expiration of the publication period stated in this Contract. In the event that such Advertisement is so removed with the consent and approval of HKTDC, the Advertiser shall not be entitled to any refund of the advertising fee paid to HKTDC nor any other claims both legal and/or equitable against HKTDC whatsoever.

5) REPRESENTATION

- 5.1 HKTDC makes no representation to the Advertiser as to the quality of the Publication and/or the HKTDC website (whether in respect of paper type, colour, resolution, download time, layout presentation or otherwise) and HKTDC shall not be liable to the Advertiser in respect of all or any respect of the quality or otherwise of the Publication and/or the HKTDC website.

6) LIMITATION OF LIABILITY BY HKTDC

- 6.1 HKTDC only provides a communication platform for Advertisers to receive and reply to visitors' enquiries for business purposes. The Advertiser shall properly manage the use and confidentiality of the Message Centre Account and Contact List and should take its own precautions to prevent any misuse thereof by its staff. The Advertiser should inform HKTDC in writing at least 5 working days in advance of any proposed change of its log-in name and password. HKTDC shall in no circumstances be liable to the Advertiser or the visitors to the HKTDC website or any other person for any error, mistake, misuse, delay, loss or omission whatsoever and howsoever occurring in communications between them or the level of safety with which they are conducted. The Advertiser unconditionally and irrevocably undertakes that it will not make any claim either legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such error, mistake, misuse, delay, loss or omission.

7) INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Advertiser hereby undertakes to act in good faith in all respects and represents, warrants and undertakes that (i) no third party intellectual property rights or any other rights will be infringed as a result of the publication of any Advertisement on the Publication and/or the HKTDC website featuring the Advertiser's products or services and/or in any material supplied by the Advertiser to HKTDC in relation to or otherwise in connection with the Advertisement; (ii) the Advertiser's Advertisement complies with and will comply with all applicable laws and regulations, including without limitation, those relating to advertising; and (iii) it has obtained all necessary consents and licences for the Advertisement.
- 7.2 HKTDC reserves the sole and absolute discretion to decline to publish any printed Advertisement if it reasonably suspects that the Advertisement may (i) involve the infringement of intellectual property rights or other rights of any third party; or (ii) otherwise contravenes Clause 7.1 of this Contract, unless the Advertiser can, within 3 working days of being requested to do so, adduce evidence to the satisfaction of HKTDC that (a) it has the right to place the Advertisement and/or the Advertisement does not infringe any intellectual property rights of any third party; or (b) the Advertisement does not contravene Clause 7.1 of this Contract. In respect of online advertisements published on the HKTDC website, HKTDC shall remove the Advertisement immediately if it reasonably suspects that the Advertisement may (i) involve the infringement of intellectual property rights or other rights of any third party; or (ii) otherwise contravenes Clause 7.1 of this Contract. HKTDC shall consider to publish the advertisements again if the Advertiser can, within 3 working days of being requested to do so, adduce evidence to the satisfaction of HKTDC that (a) it has the right to place the Advertisement and/or the Advertisement does not infringe any intellectual property rights of any third party; or (b) the Advertisement does not contravene Clause 7.1 of this Contract. The Advertiser agrees that it shall comply with the complaint procedure applicable to the Advertisement regarding infringement of intellectual property rights that the HKTDC may issue from time to time, whether as a complainant of infringement of intellectual property right or as a party subject to any such complaint.
- 7.3 HKTDC reserves the sole and absolute discretion to decline to publish/remove any Advertisement if the Advertiser is found to have committed any act which, in the opinion of HKTDC, might prejudice or damage the reputation and/or image of Hong Kong, its industries, or HKTDC. Areas of concern include product safety and respect for intellectual property rights (IPR), labour rights and environmental laws.

8) INDEMNITY

- 8.1 The Advertiser hereby undertakes and agrees to fully and unconditionally indemnify and hold HKTDC and its agents, representatives, contractors and employees harmless against any claims, damages, penalties, losses or any expenses howsoever incurred as a result of or in connection with (i) any breach or alleged breach of representation, warranty or undertaking given by the Advertiser herein; (ii) any infringement or alleged infringement of intellectual property rights, including but not limited to patents, registered designs, copyrights or trade mark infringement arising as a result of the insertion of any Advertisement by the Advertiser or any agent of the Advertiser in any Publication published by HKTDC and/or in the HKTDC website; (iii) any claim that the Advertisement involves false or deceptive advertising or sale practices; (iv) any claim arising or in connection with Clause 9.1 of this Contract and/or (v) any third party claims whatsoever arising in or derived from or as a result of the insertion of any Advertisement by the Advertiser.

9) PROOF OF QUALITY

- 9.1 All statements, claims or representations ("Claims") in the Advertisement regarding the quality of the Advertiser's products or services must be (i) accompanied by a clear and written reference in the Advertisement to the independent survey, research or other source upon which the Claims are based; and (ii) supported by the relevant independent survey, research or other source, a copy of which must be provided to HKTDC.

10) WARRANTIES

- 10.1 The Advertiser hereby warrants that it has not been and is not engaged in any legal proceedings (including litigation, arbitration and/or prosecution) and no such proceedings were or are pending or threatened, nor are there any facts likely to give rise to such proceedings known or which would on reasonable enquiry be known to the Advertiser or its directors, other than those which have been disclosed to HKTDC in writing prior to the entering of this Contract. The Advertiser acknowledges that it shall immediately notify HKTDC in writing upon becoming aware of any matter or thing which has rendered or may or is likely to render any warranty in these terms and conditions untrue or incorrect.
- 10.2 In the event of any breach by the Advertiser of any of its warranties, undertakings and/or other provisions of this Contract, HKTDC shall have the right at its sole and absolute discretion to remove from the Publication and/or the HKTDC website Advertisement placed by the Advertiser forthwith and/or to terminate this Contract forthwith without notice, in which case HKTDC shall not be liable to refund any advertising fee paid to HKTDC for such Advertisement so removed and the Advertiser hereby undertakes that it will not make any claims both legal or equitable against HKTDC, its servants and/or agents for any losses, damages, costs or expenses that it may suffer or incur as a result of or otherwise in connection with such removal.

11) ADVERTISEMENT PREPARATION, REVIEW AND APPROVAL

- 11.1 The content and all colour proofs, digital files, copies, artworks, photos, pictures, graphics or information involved of an Advertisement are subject to final approval by HKTDC which reserves all its rights to amend or refuse any Advertisement. Any such amendment or refusal shall not result in HKTDC incurring any liability to the Advertiser or its agents whatsoever.
- 11.2 All Advertisement and/or web page designs (including, without limitation, text, graphics and pictures) and artworks must be submitted to HKTDC not less than 30 days before the first day of the publication period stated in this Contract for HKTDC's approval. All submitted colour proofs and digital files will not be returned.
- 11.3 All digital files must be attached with colour proofs for printing reference.

- 11.4 No proofs will be provided to the Advertiser prior to publication of the Advertisement.

12) PRICING

- 12.1 Payment in respect of Advertisements must be received by HKTDC (in the case that the Advertisement order is placed by the Advertiser through an advertising agency accredited by HKTDC) as per terms of payment of respective agencies or (in the case that an Advertisement order is placed directly to HKTDC by the Advertiser) not less than 30 days before the first day of the publication period stated in this Contract, and any late payment shall entitle HKTDC, at its sole and absolute discretion, to refuse publication of any Advertisement without incurring any liability whatsoever to the Advertiser or its agent as a result of its refusal to publish.

13) LONG-TERM BOOKING

- 13.1 Long-term bookings are subject to price variation and format alteration and when announced by HKTDC from time to time.

14) DISPOSAL OF ADVERTISEMENT MATERIALS

- 14.1 All submitted web page designs (including, without limitation, text, graphics and pictures), artworks and digital files must be collected by the advertising agency or Advertiser from HKTDC (within 3 calendar months of the first day of the publication period stated in this Contract). HKTDC reserves all its rights to dispose of or otherwise deal with all uncollected materials in such manner as it thinks fit and Advertiser is not entitled to any compensation whatsoever.
- 14.2 All Advertisement on Publication must be submitted to HKTDC in digital files (in PDF/X1a:2001 format or such other format as may be specified by HKTDC from time to time in its sole and absolute discretion) and accompanied by colour proofs for printing reference. Only if the Advertiser chooses to supply the colour proofs in conformity with ISO 12647-2 standard, HKTDC will instruct its printer to print the corresponding Advertisement in conformity with such ISO standard to ensure colour quality of the advertisement. HKTDC shall have no liability for the colour quality or other aspects of the Publication and the foregoing is subject always to Clause 5.1 of this Contract. No proofs will be provided to the Advertiser prior to publication of the Advertisement.

15) FORCE MAJEURE

- 15.1 If either the Advertiser or HKTDC is affected by any cause outside or beyond its reasonable control including (without limitation) acts of God, interruption or disruption in transmission of an Advertisement or any enquiry from visitors of the HKTDC website, war, riot, malicious acts of damage, civil commotion, strike, lockout, industrial dispute, refusal or licence, power failure, fire, computer virus or the lack of availability of materials, it shall promptly notify the other party of the nature and extent of the circumstances in question. Notwithstanding any other provision of this Contract, neither party shall be deemed to be in breach of the terms and conditions of this Contract, or otherwise be liable to the other, for any delay and the performance of its obligation shall be extended accordingly as the case may be.

16) LINKING OF WEBSITE

- 16.1 The Advertiser hereby undertakes not to place or incorporate or link directly or indirectly with any other websites, advertisements, or any other promotional commercials, private or public etc of the Advertiser or any other third party company, corporation or person save and except with HKTDC's prior written consent. In case of any breach of this Clause, HKTDC shall be entitled to delink the Advertiser's link with the HKTDC website and to claim against the Advertiser for any losses or damages suffered as a result of or in connection with, directly or indirectly, the aforesaid breach.

17) ENTITLEMENT OF FREE COPY

- 17.1 Advertisers of each unit of Advertisement are entitled to one free copy of the respective Publication where the Advertisement appears.

18) SOLICITING

- 18.1 Any person, excluding any officer or employee of HKTDC but including any accredited advertising agency of HKTDC, in soliciting orders for advertising spaces and in all dealings and correspondence with the Advertiser in relation or incidental thereto shall act on its own behalf as principal and not as agent for or partner of HKTDC. HKTDC shall not be liable for any representation, act, omission, neglect or default of any such person whatsoever.

19) GOVERNING LAW AND JURISDICTION

- 19.1 These terms and conditions are governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China and the parties hereby agree to submit themselves to the non-exclusive jurisdiction of the Hong Kong Special Administrative Region courts and jurisdiction.

20) MISCELLANEOUS

- 20.1 HKTDC reserves the right to interpret, alter and amend any of these terms and conditions at any time it considers necessary. The amended terms and conditions shall become effective immediately upon posting of the same on our website at http://info.hktcdc.com/promotion_terms/index.htm. Once the amended terms and conditions have been posted on our website at http://info.hktcdc.com/promotion_terms/index.htm, the Advertiser will be deemed to have notice of the same and have accepted the amended terms and conditions. All interpretations of these terms and conditions by HKTDC shall be final and binding on the Advertiser.

21) SUPPLIER REFERENCE

- 21.1 The data and information of suppliers ("the Suppliers' Information") contained on, distributed through or linked or downloaded from HKTDC website or any services contained on the Website are provided by HKTDC and third party providers ("Vendors"). The Suppliers' Information is provided by the individual suppliers to the Vendors, and in turn provided by the Vendors to the best knowledge of the Vendors without verification by HKTDC. Neither HKTDC nor the Vendors represent or make any warranty in respect of the accuracy, completeness, reliability or continuous supply of the Suppliers' Information. Any reliance by you of the Suppliers' Information or any data or information contained herein will be at your own risk and neither HKTDC nor the Vendors shall be responsible or liable to you or to any other person for any direct, indirect, incidental or other damages or loss arising out of any use or inability to use the Suppliers' Information. HKTDC reserves the right in its sole and absolute discretion, but without any obligation, to make changes or amendments to or correct any error in the Suppliers' Information without notice. HKTDC and all Vendors herein expressly disclaim any and all warranties, express or implied and do not accept any responsibility in respect of the Suppliers' Information. The above is without prejudice to the Terms of Use and Privacy Statement published on HKTDC website
- 21.2 The Advertiser hereby agrees and accepts that HKTDC has the right to upload the information provided by the Vendors about the Advertiser on the website of www.hktcdc.com.

22) INTERTEK VERIFIED SERVICES

- 22.1 For the terms and conditions of Intertek Verified Services, please visit the website at http://info.hktcdc.com/terms_intertek/index.htm. HKTDC reserves the right to interpret, alter and amend any of these terms and conditions at any time it considers necessary. The amended terms and conditions shall become effective immediately upon posting of the same on our website at http://info.hktcdc.com/terms_intertek/index.htm. Once the amended terms and conditions have been posted on our website at http://info.hktcdc.com/terms_intertek/index.htm, the Advertiser will be deemed to have notice of the same and have accepted the amended terms and conditions. All interpretations of these terms and conditions by HKTDC shall be final and binding on the Advertiser

DUN & BRADSTREET CHECKED SERVICES

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, the following words and phrases shall have the following meanings:

"Affiliates" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under the common control with, the person or entity specified. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of a person or entity through the ownership of voting securities, by contract or otherwise;

"Agreement" means the D&B Checked Registration Form together with the terms and conditions herein;

"Channel Distributor(s)" means distributors appointed by D&B for purposes of promoting the Services;

"Charges" means D&B's charges for the provision of the Services exclusive of all applicable customs duties or import surcharges, sales or value added taxes, rates, duties, levies, or similar tax assessments imposed by any authority, government, or government agency which may apply or may be introduced from time to time, the particulars of which are set out on D&B Checked Registration Form and which may be amended from time to time upon D&B notifying the Customer in writing;

"Checked Profile" means the summary of the commercial business information of the Customer prepared by D&B based on the Materials provided pursuant to Clauses 2.2.1 and shall include any updates thereof;

"Checked Website" means the website with URL address being <http://www.dnb.com/hk> which is owned, maintained and used by D&B for purposes arising out of and/or in connection with D&B's provision of the Services;

"Confidential Information" means any trade secrets and/or confidential or proprietary commercial, financial, marketing, technical or other information, whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium, and which is either designated as confidential or which is otherwise clearly confidential in nature but shall not include the Materials;

"Customer" means the company identified in the D&B Checked Registration Form, subject to the approval of D&B;

"D&B" means Dun & Bradstreet (HK) Limited whose registered address is at 18/F, Caroline Centre, Lee Gardens Two, 28 Yun Ping Road, Causeway Bay, Hong Kong;

"D&B Checked Registration Form" means the form to be submitted by the Customer for subscription to the Services;

"Effective Date" means the commencement date of the Services appearing on the D&B Checked Registration Form;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Initial Period" means a period of twelve (12) months from the Effective Date; **"Intellectual Property Rights"** means copyright and related rights, moral rights, design rights, trade marks and service marks (including internet domain names and email address names), rights in product names, brand names, designs, logos, slogans, get up, formula and inventions, product rights, rights in knowhow, rights in databases and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world;

"Materials" means any data, information, documentation and materials identified on the D&B Checked Registration Form to be provided by the Customer to D&B as required by D&B for purposes of enabling D&B to prepare the Checked Profile;

"Parties" means D&B and the Customer, and the term "Party" refers to either D&B or the Customer;

"Services" means service(s) to be provided by D&B to the Customer in the form of Plan A; the scope of which is more particularly described in Clause 2 and which shall be offered in accordance with the terms and conditions in this Agreement; and

"Working Days" means any day(s) other than (i) Saturdays and Sundays, and (ii) days on which banks are closed for business in Hong Kong.

1.2 In this Agreement,

1.2.1 a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision from time to time;

1.2.2 a person includes a reference to a body corporate, association or partnership;

1.2.3 the word "include" or "including" is to be construed without limitation;

1.2.4 a Clause, schedule or paragraph, unless the context requires otherwise, is a reference to a clause of, a schedule to or a paragraph of a schedule to this Agreement, as amended from time to time in accordance with this Agreement; and

1.2.5 the headings are inserted for convenience only, and shall not constitute a part of or be referred to in interpreting this Agreement.

2. SERVICE

2.1 In consideration of the Charges, D&B agrees to provide the Services to the Customer.

2.2 The scope of the Services is the following:

2.2.1 upon receiving the Materials from the Customer, D&B shall

2.2.1.1 review the Materials; and

2.2.1.2 no later than thirty (30) days upon receiving the Materials prepare the Checked Profile provided that D&B receives adequate and appropriate Materials which shall be determined solely by D&B.

2.2.2 D&B shall update the Checked Profile once every six (6) months and in order to take benefit of this updating service, the Customer must provide D&B with all necessary Materials no later than thirty (30) days prior to the date(s) scheduled for updating the Checked Profile which are set out on the D&B Checked Registration Form;

2.2.3 any non-scheduled update of the Checked Profile requested by the Customer shall be additionally charged for at the then D&B's current rates which will be made available to the Customer upon request; and

2.3 The Customer acknowledges and agrees that

2.3.1 the information in the Checked Profile shall be valid as at the date of publication and D&B shall have the right, at its sole discretion, to invalidate the status of the Checked Profile if D&B discovers that the information in the Checked Profile is not or may not be accurate as at the date of publication;

2.3.2 it is the Customer's sole responsibility to ensure that the Checked Profile is accurate and up-to-date;

2.3.3 the Customer may make reference to the Checked Profile but only in the manner stipulated by D&B;

2.3.4 D&B shall not have any liability towards any third party for any loss or damage such third party suffers by relying on the Checked Profile and/or the Materials and the Customer further acknowledges and agrees that D&B will not indemnify the Customer in the event any third party claims against the Customer for any loss and damage suffered arising out of or in connection with such third party's reliance on the Checked Profile and/or the Materials;

2.3.5 D&B agrees not to use the Materials except for the purposes of performing its obligations to the Customer, carrying out internal analyses and improving D&B's products and services. For the avoidance of doubt the scope of use of the Materials stipulated under this Clause shall extend to all Affiliates of D&B but the restriction shall not apply to Materials that no longer or do not constitute Confidential Information, including without limitation the circumstances set out at Clause 5.2; and

2.3.6 D&B shall be entitled, but not obliged, to publish the Checked Profile at the Checked Website or any other websites that are controlled, operated and/or owned by D&B, D&B's Affiliates or the Channel Distributors, subject to any service agreements signed between D&B and the Channel Distributor.

3. WARRANTIES

3.1 D&B warrants to the Customer that it shall use all reasonable skill and care to perform the Services and it shall take all reasonable and practical steps to avoid or ameliorate any default on its part in carrying out the Services.

3.2 Except as expressly set out in this Agreement, all conditions, warranties and representations, expressed or implied by (i) statute, (ii) common law or (iii) otherwise, in relation to the provision of the Services are hereby excluded to the maximum extent permitted by law.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall give D&B clear briefings and shall, at its own expense, make available the Materials to D&B by post or in the form of scanned documents if provided by electronic means and cooperate with D&B for the purposes of enabling D&B to provide the Services and to prepare the Checked Profile.

4.2 The Customer shall ensure the Materials it provides to D&B and the content of the Checked Profile are up-to-date and where necessary, request that the Checked Profile be updated by D&B. The Customer acknowledges and agrees that D&B shall not be responsible for any inaccuracy or out dated information and/or statements in the Checked Profile to the extent that such information and/or statements are based on the Materials.

5. CONFIDENTIAL INFORMATION

5.1 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to the other Party disclosed or obtained as a result of the relationship of the Parties under this Agreement and shall not use nor disclose the same save for the purposes of this Agreement or with the prior written consent of the other Party. Where disclosure is made to any employee, sub-contractor or agent or professional advisors, it shall be done subject to obligations equivalent to those set out in this Clause 5. Each Party shall use its best endeavours to procure that any such employee, sub-contractor or agent complies with such obligations. Each Party shall be responsible to the other in respect of any disclosure or use of such confidential information by a person to whom disclosure is made.

5.2 The foregoing obligations shall not apply, however, to any part of the Confidential Information which (i) was already known to the recipient party (otherwise than following a breach of the Agreement) prior to receipt thereof; (ii) was already in the public domain or becomes so through no fault of the recipient party; (iii) was acquired by the recipient party from a third party having the right to convey the Confidential Information to the recipient party without any obligation of confidentiality not to disclose the same; (iv) is independently developed by the recipient party; and (v) is approved for release by prior written authorisation by the disclosing party.

5.3 The Parties agree to indemnify each other against loss or damage arising directly from any breach or non-performance of this Clause 5.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Materials
The Customer hereby grants to D&B and its Affiliates a non-exclusive, royalty-free licence to use the Materials for the purpose of fulfilling its obligations under this Agreement and for purposes of Clause 2.2. The Customer warrants and represents to D&B that it has all necessary rights to the Materials and that the use of the Materials by D&B and its Affiliates will not infringe any third party rights.

6.2 The Customer
The Customer acknowledges and agrees that any Intellectual Property Rights developed by D&B during the course of its provision of the Services, including without limitation the Checked Profile, shall vest in D&B and the Customer agrees to take all necessary steps to vest such Intellectual Property Rights in D&B, from the date of creation if created later than the date of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

7.1 The Customer shall indemnify D&B and hold D&B harmless from and against any and all claims made against D&B alleging that the use of any or all of the Materials permitted under this Agreement infringes the Intellectual Property Rights of a third party. Such indemnity will include all losses, costs (including legal costs) and expenses incurred by D&B as a consequence of such claim. The Customer acknowledges and agrees that D&B's Affiliates may also take benefit of this indemnity.

8. LIMITATION OF LIABILITY

8.1 D&B shall not in any circumstances have any liability for any claim for loss of profits or anticipated savings, loss of goodwill or injury to reputation, loss of business opportunity, punitive damages, losses suffered by third party or indirect, consequential or special loss or damage regardless of the form of action, whether in contract, strict liability or tort (including negligence), and regardless of whether D&B knew or had reason to know of the possibility of the loss, injury or damage in question. Such exclusions will apply to the fullest extent permissible at law but D&B does not exclude liability for death or personal injury caused by the negligence of D&B or its Affiliates, its employees or agents, or for fraud.

8.2 The aggregate liability of D&B to the Customer for all losses, damages, costs, claims or expenses suffered by the Customer arising out of or in connection with any breach by D&B or its Affiliates of the terms of this Agreement or any tort or breach of statutory duty committed by D&B or its Affiliates (or any officer, employee, agent or subcontractor thereof) in connection with the performance or purported performance of D&B's obligations under this Agreement, including without limitation any indemnities given by D&B under this Agreement, shall be limited to and in no circumstances whatsoever exceed the total amount of Charges D&B receives from the Customer under this Agreement.

9. CHARGES AND PAYMENT

9.1 The Customer shall pay D&B the Charges within thirty (30) days from the date of receipt of the invoice. Payment can be made by telegraphic transfer or bank remittance or cheque or cash.

9.2 If the Customer has not paid the Charges by the due date, D&B shall be entitled but not obliged to charge the Customer interest on the overdue amount from the due date up to the actual date of payment (including before and after judgment) at the rate of two percent (2%) per month or at the highest interest rate permissible by law, whichever is the lower. Such interest shall accrue on a daily basis and shall be payable by the Customer on demand.

9.3 Without prejudice to Clause 9.2, if the Customer fails to make any payment when due and remains in default for seven (7) days following the Customer's receipt of a written notice of such default from D&B, D&B shall have the right to remove the Checked Profile from the Checked Website or other postings or publication of the Checked Profile for the period until the day on which the payment is received by D&B.

9.4 D&B shall have the right to revise the Charges once every twelve (12) months commencing from the Effective Date. The revised Charges shall only take effect upon notification by D&B.

10. FORCE MAJEURE

10.1 No Party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, inclement weather, fire, flood, explosion, civil commotion, outbreak of epidemics or strikes.

11. TERM AND TERMINATION

11.1 Subject to earlier termination as provided for in this Agreement, the Agreement

11.1.1 commences on the Effective Date and will continue in force for the Initial Period; and

11.1.2 shall be renewed automatically for further successive terms of twelve (12) months each unless the Customer notifies D&B in writing of its intention to terminate the Agreement and that such a notice must be received by D&B at least three (3) months prior to the expiration of the Initial Period and in the case of renewals after the Initial Period, three (3) months prior to the expiration of each subsequent term. In the absence of any written notice of termination from the Customer, D&B will confirm in writing the renewal of the Agreement prior to the expiration of the Initial Period and in the case of renewals after the Initial Period, prior to the expiration of each subsequent term.

11.2 This Agreement may be terminated

11.2.1 by D&B forthwith by written notice to the Customer if the Customer is in breach of any term of the Agreement and either that breach is incapable of remedy or the Customer has failed to remedy that breach within fourteen (14) days after receiving a written notice from D&B;

11.2.2 by D&B forthwith by written notice to the Customer if the Customer fails to pay the Charges when due provided that D&B gives the Customer at least fourteen (14) days prior written notice of such default and of D&B's intention to terminate the Agreement should the default remain unremedied within the said notice period;

11.2.3 by either Party with immediate effect from the date of service on the other Party of a written notice if (a) the other Party ceases or threatens to cease to carry on business; or (b) the other Party commits an act of insolvency or goes or is placed into liquidation (either provisionally or finally), (other than solely for amalgamation or reconstruction purposes); or (c) a provisional liquidator or a receiver is appointed over any part of that Party's business or property; or (d) an encumbrancer takes possession or a receiver is appointed over the whole or any of the other's business property or assets;

11.2.4 by either Party without cause by giving thirty (30) days' prior notice in writing to the other Party; or

11.2.5 by either Party by giving the other Party one (1) month's prior written notice if a Force Majeure Event persists for more than two (2) months.

12. CONSEQUENCES OF TERMINATION

12.1 Termination by either Party in accordance with the rights contained in Clause 11 will be without prejudice to any other rights or remedies of that Party accrued prior to termination.

12.2 Termination will not discharge either Party from performing any obligation or from payment of any sums already due or becoming due by reason of the termination.

12.3 If termination is initiated by the Customer pursuant to Clause 11.2.4, the Customer shall pay D&B forthwith all outstanding Charges and any Charges paid are not refundable.

12.4 If termination is initiated by D&B pursuant to Clause 11.2.4, D&B shall refund to the Customer, on a pro-rata basis, the Charges applicable for the unused period of the Initial Period and if termination is made during any renewed term, the unused period of such renewed term.

12.5 Upon termination of this Agreement, the Customer agrees that it shall cease immediately making any reference to the Checked Profile or the Checked Website.

12.6 Clauses 1, 3, 5 to 9 and 12 to 21 shall survive termination of the Agreement.

13. NOTICES

13.1 Any notice given under or in relation to the Agreement shall be in writing, signed by or on behalf of the Party giving it and shall be served (1) by delivering it personally or by sending it by recorded delivery or registered post; or (2) by post; or (3) by facsimile transmission to the address and for the attention of the relevant Party's representative at its registered office or such other address as otherwise notified by that Party in writing.

13.2 A notice shall be deemed to have been received (1) if delivered personally, at the time of delivery; (2) in the case of post, two (2) Working Days after the date of posting; and (3) in the case of facsimile transmission, on the day of transmission if sent before 16:00 hours of any Working Day and otherwise at 09:00 hours on the next Working Day and provided that, at the time of transmission of a facsimile transmission, an error-free transmission report has been received by the sender.

14. ENTIRE AGREEMENT

14.1 This Agreement, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties relating to such matters.

14.2 Each of the Parties acknowledges and agrees that in entering into the Agreement, and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement as a warranty. The only remedy available to it for breach of the warranties will be for breach of contract under the terms of the Agreement. Notwithstanding the foregoing, nothing in this Clause 14 seeks to avoid liability for fraudulent misrepresentation or fraudulent concealment.

15. RELATIONSHIP BETWEEN THE PARTIES

15.1 Nothing in this Agreement is intended to create a partnership, or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party, or to authorise either Party to act as agent for the other Party. Neither Party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

16. PUBLICITY AND BRANDING

16.1 D&B shall be entitled to make press announcements or publicise this Agreement or its contents in any way without the prior written consent of the Customer. The Customer shall grant D&B a revocable, royalty-free licence to use the Customer's logos, trademarks and/or trade names for purposes of this Clause and shall indemnify D&B and hold D&B harmless from and against any and all claims made against D&B alleging that the use of any of the Customer's logos, trademarks and/or trade names infringes the Intellectual Property Rights of a third party. Such indemnity will include all losses, costs (including legal costs) and expenses incurred by D&B as a consequence of such claim.

17. SUBCONTRACT AND ASSIGNMENT

17.1 The Customer may not assign the Agreement to any third party without prior written consent from D&B. D&B has the sole discretion to assign or subcontract any or all of its obligations under the Agreement to any third party.

18. VARIATIONS

18.1 Any amendment or variation or waiver to the Agreement shall be not be binding on the parties unless set out in writing, expressed to amend the Agreement and signed by or on behalf of each of the Parties' respective representatives.

19. WAIVER AND CUMULATIVE REMEDIES

19.1 The rights and remedies provided by this Agreement may be waived only in writing by the relevant representative in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.

19.2 Unless a right or remedy of D&B is expressed to be an exclusive right or remedy, the exercise of it by D&B is without prejudice to D&B other rights and remedies. Any failure to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

19.3 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law or in equity or otherwise under this Agreement.

20. SEVERABILITY

20.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of the Agreement that is fundamental to the accomplishment of the purpose of the Agreement is held to any extent to be invalid, the Customer and D&B shall immediately commence good faith negotiations to remedy that invalidity.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement is governed by and shall be construed and interpreted in accordance with the laws of Hong Kong and each Party hereby submits to the non-exclusive jurisdiction of the Hong Kong courts.