

Carta Compromiso

PLMA Chicago 2020

Chicago, EE.UU.

15 al 17 de noviembre de 2020



En Santiago de Chile, a de febrero de 2020, don (ña), Cédula Nacional de Identidad N° en representación de la empresa..... RUT N°....., ambos domiciliados en, expone:

PRIMERO: Por el presente instrumento y en mi calidad de gerente general y representante de.....en adelante indistintamente “LA EMPRESA”, manifiesto el compromiso de nuestra empresa en participar como expositora en la Feria PLMA Chicago 2020, que se desarrollará en la ciudad de Chicago, EE.UU., entre los días 15 y 17 de noviembre de 2020, evento que coordina y organiza “CHILEALIMENTOS” con el apoyo de “PROCHILE”.

SEGUNDO: Nos comprometemos a pagar y enviar adjunto el comprobante de depósito de la cuota de participación en dólares de los Estados Unidos de América (US\$ 5.500), en la forma y en el plazo establecido para ello en la presente convocatoria.

TERCERO: En nuestra participación en el evento ferial nos comprometemos a dar cabal cumplimiento a las siguientes obligaciones:

A. Gestionar el envío de muestras y costear todos los gastos del envío hasta el recinto ferial, incluyendo el almacenamiento y manejo de éstas desde y hacia el espacio asignado por la Feria para tales efectos. Asimismo, y una vez finalizada la Feria, “LA EMPRESA” se hace responsable del retorno, donación o venta de las referidas muestras y, en este último caso, se compromete a entregarlas directamente al comprador al finalizar la Feria, previa internación de las mismas, asumiendo todos los costos que esto implique, incluidos los impuestos, tasas y gravámenes establecidos por el país donde se desarrolle el evento, así como también los costos de bodegaje que sean necesarios para poner a disposición del comprador los productos vendidos, respetando cabalmente el Reglamento de la Feria y la legislación aduanera del país sede.

B. Designar y financiar el viaje de un representante, debidamente acreditado, para la atención permanente del stand durante todo el período que dure la Feria, el cual se presentará en el Pabellón con a lo menos un día de antelación a la fecha de inicio del evento.

C. Respetar el diseño del stand de acuerdo a los lineamientos entregados por “CHILEALIMENTOS”, y a ubicar las muestras en los lugares previamente definidos por éstos, velando siempre por el prestigio de la presentación del Pabellón nacional.

D. Entregar dentro de los plazos y según el formato exigido por “CHILEALIMENTOS”, las gráficas y/o logo de “la empresa”. En caso de que no se entregue el material según las exigencias, plazos y formatos, “CHILEALIMENTOS” queda facultado a ubicar en dicho espacio la gráfica genérica que estime conveniente, aun cuando no guarde relación con la empresa adjudicataria.

E. Entregar, en un plazo no mayor a una semana de finalizada la feria, copia de 40 de tarjetas de visita de contactos realizados en la feria. Dicha información no será divulgada por “CHILEALIMENTOS” y solo será usada como medio de verificación de la participación en la Feria frente a PROCHILE.

F. Respetar el Reglamento Interno de la Organización Ferial que se adjunta a esta Carta Compromiso, velando por el irrestricto respeto y cumplimiento de la normativa que formule la Organización Ferial para los expositores.

G. Reembolsar a “CHILEALIMENTOS” toda cantidad que por causa de multas u otro concepto haya efectivamente debido pagar, ya sea como consecuencia de nuestra participación o de cualquier incumplimiento como expositor y cualquier otra causa no imputable a “CHILEALIMENTOS”.

CUARTO: En caso de que “LA EMPRESA” desista de participar en la feria, se faculta a “CHILEALIMENTOS” a retener los dineros entregados, a fin de que sean empleados en el pago de los gastos efectuados en consideración a la participación comprometida. Salvo que la misma “Empresa” encuentre un reemplazante dentro de los plazos estipulados por la organización del evento y que este último cancele la cuota de participación en el acto.

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Firma

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Nombre Representante

.....
Nombre Empresa

TRADE SHOW TERMS & CONDITIONS

1. All exhibits in the PLMA Private Label Trade Show (the "Show") shall be for the general and educational benefit of the private label industry and for the promotion of private label products for use by retail and wholesale companies as their store brands.

2. Exhibition in the Show is open to all Active Members of the Private Label Manufacturers Association (PLMA) and in the sole discretion of PLMA to such Associate Members and non-member companies whose activities relate to the production, packaging and promotion of private label products, that have timely filed applications in proper form for exhibition space, provided that such applicants (a) currently meet the eligibility requirements for PLMA membership; (b) have made full payment of applicable dues, fees and surcharges; (c) have complied with past Show Rules; (d) have complied with all PLMA requests for required information and data, and (e) have proposed exhibits which are, in PLMA's sole judgment, consistent with the general purposes of the Show and include products whose manufacture, production, marketing, use and sale is not violative of the laws of the United States or any State. PLMA may impose surcharges on Associate Members and non-members in such amounts as PLMA shall establish. PLMA may require an exhibitor to provide such information as may be necessary to verify that the exhibitor is engaged in the promotion of such private label products and may in its sole discretion exclude from the Show an exhibitor, including any Active or Associate member, which, among other things, is not engaged in the requisite private label activities, fails to provide such verification, or which has failed to abide by Show rules in prior years. No exhibitor may sublet, resell or permit the use of all or any part of any exhibition space to or by any other company, division or person or utilize its exhibit booth to represent or solicit to represent any other company, division or person or their products.

3. Each exhibitor will receive standard exhibit space measuring 10' x 10' or the equivalent thereof, and may contract for such additional adjoining space as PLMA may approve. The exhibitor understands and accepts that architectural features and necessary equipment, such as building columns, fire hoses and extinguishers, and utility cables, may extend into exhibitor's booth space. All applications for exhibit space are subject to review and approval by PLMA of the exhibitor's proposed layout, design and decoration. Applicants for 6-unit, 8-unit and other island booths are required to submit to PLMA no later than ninety (90) days prior to the Show a detailed diagram of the display plan, including front and side elevations and all dimensions. Approval shall be at the sole and exclusive discretion of PLMA.

4. Each exhibitor is entitled to receive 8' high back drape, 36" high side drapes, 7' x 44" company sign, 6' draped table, 2 side chairs, 1 wastebasket, 9' x 10' carpet and mat, at the exhibitor's expense, install special displays, and decorations, if they are in accordance with the policies of Donald E. Stephens Convention Center and Rosemont Exposition Services. No exhibitor, however, may obstruct the view or detract from the decor of any adjacent exhibitor or from the Show generally or operate equipment that interferes with any other exhibitor. Exhibitors are required to keep the official company name and booth number sign in a position that is readily visible from the aisle, or to provide such other name and booth number identification as deemed adequate by Show management. The exhibitor shall be solely responsible for complying with all laws, ordinances and regulations pertaining to health, fire prevention and public safety while participating in the Show. PLMA reserves the right to require any exhibitor found in violation of this rule to make such modifications as may be necessary to remove the obstruction or cause of complaint or otherwise correct any violation.

5. No exhibitor may use decoration, equipment or furniture which extends into the public aisle or exceeds 4' in height within the first five feet from the aisle. Nothing may exceed 8' in height at any point in the booth. Exhibitors requesting a waiver of these restrictions must submit a detailed diagram of the display plan, including front and side elevations with all dimensions, at least 90 days prior to the first day of set-up for approval. If any display is erected that violates this rule or deviates from an approved plan, Show management has the right to perform, at the exhibitor's expense and without any further approval from the exhibitor, any work necessary to remove or bring such display into full compliance with this rule. Neither PLMA nor its agents, employees or contractors shall be in any way liable for any damage to exhibitor's display that results from such work.

6. Exhibitors agree not to schedule any event that conflicts with the officially published program of the Show, including without limitation, seminars, food functions and/or trade show floor hours, or conduct any business which detracts from the Show and/or its value to fellow exhibitors.

7. All products displayed in the exhibit booth of an Active Member or a non-member meeting the eligibility requirements of an Active Member must be available to retailers and wholesalers

in private label packaging. Only products that are specifically identified by the exhibitor in the application for exhibit space may be displayed in exhibitor's booth at the trade show. A product may be exhibited in national brand or controlled brand packaging for display purposes only, and only when the exhibitor makes a substantially similar product for private label and promotes such private label products for use by retail and wholesale companies as their store brands. If the exhibitor has not been engaged in the actual sales of such private label, then PLMA may require an exhibit to consist entirely of samples labeled as available for private label or permit such lesser quantity as PLMA may, in its sole discretion, determine. All products, packaging, ingredients, components or services displayed in the exhibit booth of an Associate Member or a non-member meeting the eligibility requirements of an Associate Member must be available for private label use. No exhibitor may use its exhibit primarily or substantially for the promotion of national or regional brands or controlled brands and PLMA reserves the right to require an exhibitor to provide verification of actual private label sales and exclude any exhibitor which fails to provide such verification or whose exhibit violates the foregoing. Exhibitor (a) assumes full responsibility for complying with all federal copyright and trademark laws and any regulations issued thereunder and all state and federal laws of unfair competition and laws governing the promotion, display and sampling of alcoholic beverages, and (b) undertakes to indemnify and hold PLMA harmless from all claims, suits and damages, including reasonable attorneys' fees, relating to the foregoing.

8. PLMA provides security guards for the general supervision of the Show floor, to check badges and maintain order in accordance with published schedule of show hours, including set-up and breakdown. Exhibitor is responsible for the security of its own property at all times. Exhibitor should obtain locked storage and/or insurance for all equipment, samples or other property deemed valuable. PLMA is not responsible for any loss, damage or injury regardless of cause. Exhibitors should contact their insurance company to secure an all-risk rider on all property from the original point of shipment to its return to the final point of shipment, including the time it is in use during the Show.

9. Exhibitors and exhibitors contractors, at their sole cost and expense are required to procure and maintain for the period of the 2019 Trade Show (including move-in and move-out days) the following minimum amounts of insurance: a) Commercial General Liability insurance against claims for bodily injury or death, property damage, and personal, intellectual property, advertising injury, and products liability (including liquor liability where applicable), occurring in or upon or resulting from or in connection with the leased exhibition space. Such insurance shall include contractual liability and products liability coverage with combined single limits of liability of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate, with PLMA and its employees named as additional insureds. b) Worker's Compensation insurance as required by statutory Law and Employers Liability with limits not less than: Bodily injury by accident - \$1,000,000 each occurrence; Bodily injury by disease - \$1,000,000 each employee. c) Exhibitor shall obtain and furnish to PLMA upon request, a Certificate of Insurance evidencing the required insurance naming PLMA and the exhibition facility as additional insureds. Exhibitor agrees to protect, indemnify and hold harmless PLMA and its officers, agents and employees against all claims, suits, losses, damages and expenses of every kind, including attorneys' fees and costs, resulting from or arising in connection with exhibitor's use or occupancy of the exhibition space, its products and/or actions of its agents, employees, and visitors to the exhibition space.

10. The exhibitor understands that Donald E. Stephens Convention Center and its contractor, Rosemont Exposition Services, shall establish prices and labor rules governing all work requested by an exhibitor as well as the receipt and handling of exhibitor property, safety and other regulations; and exhibitors shall be solely responsible for their own relations, contracts, and transactions with said convention center and contractor and any other third parties, including subcontractors and personnel who perform services with respect to exhibitor's booth or exhibition.

11. The exhibitor will provide for the timely set-up and breakdown of its booth during prescribed hours. Exhibitor shall keep its exhibit open and adequately staffed for the duration of all Show floor hours and no exhibit equipment or displays may be dismantled or removed prior to the officially published breakdown time. Exhibitors who fail to abide by the published breakdown time may be subject to financial penalty, rejection of future applications to exhibit or both.

12. Exhibitors shall receive two exhibitor registration badges. Additional exhibitor registration badges may be purchased at a fee set by PLMA. Badges are reserved for full-time employees of the exhibitor only and any exception to the rule must be requested in writing no less than 30 days prior to move-in. Badges are for use by authorized personnel only and are not transferable.

No one authorized to wear an exhibitor's badge may represent any company, product or service other than those of the exhibitor. An exhibitor's use and distribution of badges shall be deemed to be a consent by exhibitor and badge wearer to all conditions, provisions and limitations set forth on such badges.

13. If exhibitors permit any use of badges in violation of the rules or fail to halt such activity upon request by Show management, all badges in question will be confiscated and such exhibitors will be liable for payment of the maximum registration fee for such individuals. Badges issued for the Show are at all times the property of Show management. They may not be altered in any way and may be examined by Show officials at any time.

14. Failure to comply with Show rules, Show schedules or requests for required information regarding the exhibitor's booth, exhibitor's personnel or eligibility to exhibit will be grounds for rejection of exhibitor's application to exhibit for the current or succeeding years or cancellation of the exhibitor's booth in the event the application was previously approved, and in such event PLMA may resell such exhibition space without further obligation to the exhibitor. In addition to any other rights and remedies, PLMA may remove from an exhibitor's booth any signs, literature or products, and make such other changes which may, in PLMA's sole discretion, be required to bring such booth into compliance with Show Rules.

15. PLMA may supplement, change, or waive these Rules and Regulations as it deems appropriate. PLMA will be the sole judge of all conditions and circumstances pertaining to these Rules and Regulations. PLMA reserves the right to make and change booth assignments at any time at its sole discretion.

16. PLMA may undertake to list each exhibitor in a program guide and such online directories and other publications as PLMA may publish during the year, subject to timely submission of required information by the exhibitor. PLMA reserves the right to edit the listing to fit available space, format and style. No brand names may be used in any description of products. PLMA assumes no responsibility and will not be liable for any errors or omissions appearing in the exhibitor's listing in such publications.

17. Any legal action or proceeding relating to this agreement shall be instituted in a court of competent jurisdiction located in New York County, New York, and each party agrees not to assert by way of motion, defense or otherwise in any such action or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action or proceeding is brought in an inconvenient forum, or that the venue of the action or proceeding is improper. The exhibitor irrevocably submits to the jurisdiction of such court in any such action or proceeding. Any issue arising under this agreement shall be determined in accordance with the laws of the State of New York. This agreement becomes effective only when accepted and signed by a duly authorized representative of PLMA at its offices in New York, New York.

18. PLMA will not be responsible for any injury, loss, or damage that may occur to exhibitor's employees or property from any cause, or which may be sustained by any person who may be on the premises leased to the exhibitor or watching or participating in any demonstration or exhibit of the exhibitor. PLMA shall not be liable for, and exhibitor shall not be entitled to lost profits or any incidental, special, indirect, punitive or consequential damages for any of its acts or omissions, whether or not apprised of the possibility of any such lost profits or damages. To the extent any such damages sustained by the exhibitor, are caused solely by the gross negligence or willful misconduct of PLMA, exhibitor's recoverable damages shall be limited to and not exceed the amount of any exhibit space fees actually paid by exhibitor to PLMA pursuant to this agreement, provided however that PLMA shall not be liable for any damages sustained by the exhibitor as a result of the cancellation, abandonment, entailment or postponement of the trade show for reasons beyond PLMA's control, including without limitation, the act of war, insurrection, strikes, natural disaster, or the curtailment of transportation to the exhibition site.

19. Payment shall be made in accordance with fees and applicable surcharges set by PLMA and payable in full with application. No set up of exhibition space by exhibitor shall be permitted unless exhibitor is current in payment of all membership dues, exhibition fees and surcharges. Fees and surcharges are non-refundable, except upon withdrawal from the Show in accordance with the following. Withdrawal from the Show shall be subject to the following conditions: All requests for cancellation must be made in writing by a duly authorized representative of the exhibitor to PLMA and shall be considered effective on the date such requests are actually received by PLMA. Cancellations shall be subject to the following refund policy: (a) Cancellations received on or before April 1, 2019, 75%. (b) Cancellations received on or before July 3, 2019, 50%. (c) Cancellations received on or before Sept. 6, 2019, 25%. (d) Cancellations after Sept. 9, 2019, no refund.