APPLICATION FORM – PRODUCT PROMOTION

製造業拓展活動申請表

CONFIDENTIAL

密件

Hong Kong Business Mission to Kuala Lumpur, Malaysia & Ho Chi Minh, Vietnam

香港商貿團訪問馬來西亞吉隆坡及越南胡志明市

26 November – 1 December 2012



	portant 請注意 All Information must be comp	leted in English unless otherwise stated. 除註明外,所有資料請以 英文 塡寫
A.	Company Information 2	
1a.	Company Name in English	:
1b.	中文公司名稱	:
2.	Registered Office Address	÷
	公司登記地址	
	Correspondence Address 通訊地址 □ Same as above 同上	:
3.	Tel No. 電話	: 4. Fax No. 傳真:
5.	Email 電子郵件	:
6.	Web-Site 網址	:
7.	Business Registration Certific	cate No. 商業登記證號碼:
	Please provide a copy of BR	
8.	Name of Holding/Subsidiary	Companies in Hong Kong / Outside Hong Kong 香港/境外 分公司名稱:
9.	No. of Office Worker 職員數	· · · · · · · · · · · · · · · · · · ·
10.	No. of Factory Worker 工人隻	效目: In Hong Kong 香港 Outside Hong Kong 境外
11.	(around 100 words included year of establishment, brief	
	約 100 字包括創立年份、簡 史、主要業務範圍、及未來發 展方向等有關資料等)	
В.	Nature of Business 業務	性質
1.	☐ Importer 入口商	2. □ Exporter 出口商 3. □ Re-Exporter 轉口商
4.	☐ Manufacturer 生產商	2.
	☐ Factory in Hong Kong 生	ng 生產設施設於香港境外
5.	☐ Commission Agent 代理	商
6.	☐ Retailer 零售商	
7.	☐ Others 其他 (Please Sp	ecified 請註明)

1.	Export Sales Figures for the Past Two Years 3 2010 HK\$ 港幣	2. 2011 HK\$ 港幣				
D.	D. Information of Contact Person for this Promotion 是項活動之聯絡人資料					
1a.	Name Mr./Miss/Mrs.	2. Position Held 職位				
	(名稱 First Name) (效	住氏 Last Name)				
1b.	中文姓名	生/小姐/女士 3. Direct Tel No. 直線電話				
4.	Email 電子郵件	5. Direct Fax No. 直線傳真				
E.	Name of Delegate(s) 出席是項活動之公司代表名	3稱				
1.	Name in English Mr./Miss/Mrs.	中文姓名 先生/小姐/女士				
٠.	(First Name 名稱)	(Last Name 姓氏)				
Position Held 職位 Type of Travel Document Held 所持旅遊證件種類						
2.	Name in English Mr./Miss/Mrs.	中文姓名 先生/小姐/女士				
۷.	(First Name 名稱)	(Last Name 姓氏)				
	Position Held 職位 Ty	ype of Travel Document Held 所持旅遊證件種類				
F.	Product Category 產品類別					
1.	□ Audio-Visual Products 影音產品	22.				
2.	□ Biotechnology Products 生物科技產品	人造首飾及髮飾				
3.	□ Building Materials 建築材料	23. C Knitwear 針織服裝				
4.	☐ Clothing Accessories 服裝飾品及配件	24. Leather & Suede Clothing 皮革及麂皮服裝				
5.	☐ Computer & Peripherals 電腦及週邊設備	25. Lighting Products 照明產品				
6.	☐ Consumer Electronics (Misc)	26. Machinery, Mould & Die 機械及模具				
	消費電子產品(雜項)	27.				
7.	□ Cosmetics, Toiletries & Personal Care Products 化妝品、浴室用品及個人護理產品	28. Packaging Materials 包裝材料				
8.	□ Electrical Home Appliances 家庭電器產品	29. Pharmaceutical & Medicine 藥物及藥劑				
9.	□ Electronic/Electrical Components & Accessories 電子/電器零件及配件	30. Photographic & Optical Equipment 攝影及光學器材				
10.	☐ Environmental Protection Equipment & Products	31. Printed Items 印刷品				
	環保設備及產品	32.				
11.	☐ Fine Jewellery 珠寶首飾	眼鏡架、鏡片、部件及配件				
12.	☐ Food & Beverage 食品及飲料	33. Sports Goods 運動用品				
13.	☐ Footwear 鞋類	34. ☐ Sportswear 運動服裝				
14.	☐ Fur Clothing 皮草服裝	35. ☐ Stationery & Office Equipment 文具及辦公室設備				
15.	☐ Furniture 傢具	36. ☐ Telecom Products 電訊產品				
16.	☐ Garments 成衣	37. ☐ Toys & Games 玩具及遊戲				
17.	☐ Giftware & Premium 禮品及贈品	38. ☐ Underwear & Nightwear 內衣及睡衣				
18.	☐ Handbags, Travel Goods & Umbrellas手袋、旅行用品及雨傘	39. Vehicles, Auto Parts, Components & Accessories 車輛及汽車零配件				
19.	☐ Hardware 五金	40. U Watches & Clocks 鐘錶				
20.	☐ Health Care Products 保健用品	41. ☐ Yarns, Piecegoods & Textiles 紗線、布匹及紡織品				
21.	☐ Household Products (Non-Electrical) 家庭用品(非電動)	42. Others 其他 (Please Specify 請註明)				
	ジ へ が色/13日日(グト Hu おり /					
Brandname(s) 品牌名稱						
Product Details 產品詳情						

G.	Ex	isting Markets of the Produc	cts to be Promote	d 有關	產品的理	見有市場及比重	
	untry 본 / 년	/ Region 也區	% of Total Sales 佔總銷售額百分率		ountry / 家 / 地	/ Region 迟逼	% of Total Sales 佔總銷售額百分率
Asia	a 亞洲			Eur	ope 歐洲	N	
1.		Chinese mainland 中國內地		13.		Germany 德國	
2.		Hong Kong 香港		14.		U.K. 英國	
3.		Japan 日本		15.		Netherlands 荷蘭	
4.		Korea 韓國		16.		France 法國	
5.		Middle East 中東		17.	\Box	Italy 意大利	
6.		South East Asia 東南亞		18.	$\overline{\Box}$	Spain 西班牙	
7.		Taiwan 台灣		19.		Others 其他歐洲國家	
8.		Others 其他亞洲國家		-	一 ers 其他		
		s 美洲		20.		· Africa 非洲	
9.		- / c///. U.S.A. 美國		21.	$\overline{\Box}$	Australasia 大洋洲	
10.		Mexico 墨西哥		•		7 (17) (1	
11.		Brazil 巴西		-			
12.		Others 其他美洲國家	·	-			
		> (10) (I/II)	-	-			
H. Natu		ture and Location of Invest Investment 投資方式 1. 2. 3. 4.	☐ Joint Venture ☐ Sole Proprieto ☐ Cooperative 🕏	合資 rship 獅 合作	資	d 請註明)	
Loca	ation	of Investment 投資地點	口 Othoro 实施(1 10000	Сросию	□ H9 HT·911/	
I.	Ob	ejective(s) of Joining this Pr	omotion 參加是項	活動的	主童日	र्भ	
1.				(1113)/P	/ <u></u> &	17	
2.	H	Increase of sales 增加銷售額 Gain market exposure 獲取市場經驗					
3.	\Box	Conduct market study 市場考察					
4.		Appointment of agent/distributor 委任代理商/分銷商					
5.		Investment (e.g. Production Plant) 投資(如建廠)					
6.		Establish new contacts 建立	新的業務聯繫				
7.		Launch new products 推出新	「產品				
8.		Promote company image 推					
9.		Test market potential 測試產					
10.	Ш	Others 其他 (Please Specifi	ed 請註明)				
J.	Or	ganization(s) Wish to Meet	during the Missio	n 代表	團訪問期	期間希望約見的機構	
1.		Manufacturers 生產企業					
2.		Importers 進口商					
3.		Exporters 出口商					
4.		Wholesalers 批發商					
5.		Retailers 零售商	£ 1				
6. -	Ц	Department Stores 百貨商店賃					
7. 8.		Government Officials 有關政府 Others 其他 (Please Specifie					

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K. Participation Fee 參加費用

	No. of		Package Include				
Participation Fee 參加費用	Showcase(s) / Delegate(s) 數目	Group Airfare (Economy) 團體機票 (經濟客位)	Hotel Accommodation 當地住宿	Local Transportation 當地交通	Amount 合計		
HK\$1,500 per showcase		N/A	N/A	N/A	HK\$		
HK\$4,000 per delegate (for mission and showcase		×	×	✓	HK\$		
Application Deadline & Pays 截止及繳款日期	Total Amount 總計	HK\$					

Remarks 備註:

- 1. Business mission will only be organised should a sizeable number of delegates take part. 考察團必須有足夠人數才會成團。
- 2. The participation fee excludes airfare, hotel accommodation, meals & other admission fees (if any).
 參加費用不包括機票、酒店、用餐及入場門票(於有必要)。

參加費用不包括機票、酒店、用餐及入場門票(於有必要)	•			
We (Name of Company)				
hereby apply to participate in the Mission. We understand that the by the provisions of all documents forming part of the Application Participation.				
We hereby declare that the information given in the application from consent to the Council's checking with Customs and Excise Departmisleading information given by us to the Council will lead to the rej	tment of our trade records. We understand that any false or			
We understand that above information will be included into the Council's databank and the Council can make use of our information for trade promotion purposes.				
Company Stamp & Authorized Signature 公司印章及負責人簽署	Date 日期			
Full Name of Authorized Signature 負責人姓名	Position Held 職位			

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1. **DEFINITIONS**

In these Conditions of Participation and the Application Form, save as the context otherwise requires:

"Applicant" means the company named in Section A of the Application Form.

"Application" means the application by the Applicant to participate in the Mission, made by submitting the Application Form together with all necessary payments to the Council.

"Application Form" means the application form to which these conditions are annexed.

"Conditions" means these Conditions of Participation as amended by the Council from time to time.

"Council" means the Hong Kong Trade Development Council.

"Delegate(s)" means the individual(s) named in Section E of the Application Form who is/are nominated by the Participant to attend and represent it in the Mission.

"Executive Director" means the Executive Director appointed by the Council from time to time;

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

"Mission" means the mission named in the Application Form.

"Participant" means the Applicant after its Application has been accepted by the Council.

"Participation Fee" means the amount(s) payable by the Participant to the Council for the right to participate in the Mission, as specified in Section K of the Application Form.

"Products" means the goods described in Section F of the Application Form and which the Council agrees to accept for exhibiting during the Mission.

"Project Manager" means the project manager for the Mission appointed by the Council.

"Publicity Material" means all and any promotional gifts, catalogues, pamphlets, advertising and publicity material whatsoever which the Participant wishes to display, distribute or use at or for the purpose of the Mission.

"Related Companies" in respect of the Applicant or Participant means its holding companies, subsidiaries and subsidiaries of its holding companies.

ACCEPTANCE

- (a) The Applicant must be a Hong Kong entity with a valid Hong Kong business registration certificate with substantial operations in Hong Kong.
- (b) The Executive Director, on behalf of the Council, may in his absolute discretion accept or reject the Application without providing any reasons therefor.
- (c) The Applicant represents and warrants that none of its Related Companies, associates, or persons or companies that are effectively under its control has applied to participate in the Mission. The Council has an absolute discretion to reject the Application or withdraw its acceptance of the Application if the Applicant shall have breached this warranty and representation.
- (d) The Applicant is not allowed to exhibit products or materials that would infringe the intellectual property rights of others or that have caused the Applicant accusation or conviction of criminal or civil liability in IPR infringement claim. If the Applicant refuses to co-operate with the Council, the Council reserves the right to ban the Applicant, or any of its parent, associate, affiliated and/or subsidiary company, from participating in any future Mission.

3. PAYMENT

- (a) Upon submission of its Application, the Applicant shall pay to the Council the Participation Fee.
- (b) If the Application is rejected, the Council will within 30 days of the date of notice of rejection refund to the Applicant the Participation Fee received by it from the Applicant without interest.
- (c) When the Application is accepted by the Council, the Applicant will become a Participant. If it subsequently wishes to withdraw its participation, it may do so by notice in writing to the Council Whereupon the Participation Fee will be forfeited by the Council.
- (d) i. The Delegates shall settle with the hotel directly all charges incurred by them at the hotel when they check out from the hotel.
 - ii. The Participant shall indemnify the Council against all liabilities incurred by its Delegates in connection with the hotel or symposium venue and shall on demand pay to the Council immediately all amounts claimed by the hotel against the Council in respect thereof.
- (e) All payments by the Applicant/Participant to the Council shall be made promptly without any deduction, set-off or counterclaim.
- (f) The Council reserves the right to offset any balance to be refunded to the Applicant/Participant against any outstanding liabilities due by the latter to the Council in relation to their participation in the Council's other activities.
- (g) No interest will be payable by the Council in respect of any refund amounts to the Applicant/Participant.

4. PARTICIPATION IN THE MISSION

- (a) The Participant must be represented in the Mission by at least 1 Delegate.
- (b) Any Delegate nominated to represent the Participant in the Mission must be a senior executive of the Participant.
- (c) The Participant shall ensure that :-
 - each of its Delegates shall be fully conversant with the Products and shall be duly authorised to negotiate and conclude contracts for the sale of the Products;
 - its Delegates shall comply with the Conditions and with all directions which the Project Manager may from time to time give in connection with any matter appertaining to the Mission.

CONDITIONS OF PARTICIPATION

- (d) The Council reserves the right in its absolute discretion and without giving any reasons to require the Participant to replace any of its Delegates forthwith.
- (e) The Participant shall use its best endeavours to uphold the reputation of the Council and to promote the success of the Mission.

5. PRODUCTS

- (a) The Council shall have an absolute discretion to accept or reject any of the Products for exhibiting during the Mission without providing any reasons therefor.
- The Participant may only exhibit Products which are manufactured in Hong Kong or made by Hong Kong entities
- (c) The Participants warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any third party rights including without limitation trade marks, copyrights, designs, names and patents whether registered or otherwise
- (d) The Participant undertakes not to display anything which is unlawful, in breach of any person's intellectual property, harmful, threatening, violent, offensive, defamatory, libelous, scandalous, seditious, vulgar, obscene, indecent, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable.
- (e) The Participant warrants that (i) the Products and the packaging, and (ii) all information, statements, photographs and illustration provided for publication of mission catalogue and/or other publicity materials thereof do not in any way whatsoever violate any applicable laws, rules and regulations of the importing countries.
- (f) The Participant shall be solely responsible for and shall settle all expenses and liabilities incurred by it in relation to its participation in the Mission including without limitation all shipping and transportation charges, customs duties, handling charges and other costs and expenses arising from the shipment or any other mode of transportation of the Products in connection with the Mission. If the Council pays any of such charges, duties, costs or expenses on behalf of the Participant it shall be entitled to reimbursement from the Participant on demand and may offset any amount held by it on behalf of the Participant against such payment.

6. PUBLICITY

The Council will arrange for such publicity for the Mission as it shall in its absolute discretion deem fit. No Participant, Delegate or other officer, representative, agent or employee of the Participant shall give or cause to be given any interview, public announcement, press statement or any other publicity whatsoever in relation to the Mission.

7. INFORMATION

- (a) During the Mission the Delegate shall provide the Council with such information as to the business results of the Participant in the Mission as the Project Manager may from time to time request. Such information will not be divulged to third parties without the Participant's approval, save in relation to collective figures in respect of all or a majority of the persons or companies participating in the Mission.
- (b) At the conclusion of the Mission the Delegates shall complete questionnaires on the activities performed and the business carried out by the Participant during the Mission for the information of and further action by the Council.

E. TERMINATION OF RIGHT TO PARTICIPATE

- (a) Without prejudice to the Council's other rights and remedies, the Council has the right to terminate forthwith by notice the Participant's right to participate in the Mission on or following the occurrence of any of the following events:-
 - if the Participant or any of its Delegates, officers, representatives, agents or employees commits a breach of any of the Conditions;
 - ii. if the Participant, being a body corporate, enters into liquidation whether compulsorily or voluntarily or compounds with its creditors or has a receiver appointed over all or any part of its assets or if the Participant, being a sole proprietorship or partnership, becomes or one of its members becomes bankrupt or insolvent or enters into any arrangements with its creditors;
 - if the Executive Director in his absolute discretion decides that such right shall be terminated;
- (b) The Participant's right to participate in the Mission shall automatically terminate in the event that all its Delegates are refused entry visa or entry permit to the country or place where the Mission shall be held by any competent authorities.
- (c) In the event that the Participant's right to participate in the Mission is terminated, the Participation Fee will not be refunded to the Participant and any expenses incurred by the Council for and on behalf of the Participant prior to such termination and all other expenses reasonably incurred by the Council as a consequence of such termination shall be paid on demand by the Participant to the Council.
- the Council.

 The Council reserves the right to terminate the Participant's right to participate or continue to participate in any future Mission if the Participant is found to have committed any act including but not limited to failing to respect the intellectual property rights of any other party, non-compliance with product safety, environmental laws and/or any other act which, in the sole opinion of the Council, might damage the reputation and/or image of Hong Kong, its industries, the Mission, the Council or if the Executive Director and/or the Director or the Participant has done or failed to do any act which the Council, in its absolute discretion decides that such right shall be terminated. The Council has absolute right to review the Participant's products before the application is endorsed in writing.

9. CANCELLATION

The Council reserves the right to cancel or postpone the Mission or to shorten or prolong its duration at any time without incurring any liability whatsoever to the Participant and its Delegates if circumstances outside the reasonable control of the Council (including but not limited to war, embargo, civil unrest, terrorist attacks, legal proceedings or government regulations) make it in the sole opinion of the Council (which opinion shall be conclusive) impossible, impractical or undesirable for the Council to hold the Mission.

10. EXCLUSION OF LIABILITY

- (a) The Council shall not be liable for any loss, damage or personal injury howsoever suffered by or caused to the Participant or its Delegates, officers, representatives, agents, employees or any third party, or its Products or other property in the course of or in relation to the Mission, unless such loss, damage or personal injury shall be caused by any breach by the Council or its employees of the Conditions.
- (b) The Council assumes no responsibilities for any introduction or transaction made between the Participant and any third party during or as a result of the Mission.
- (c) The Participant shall be responsible for effecting all insurance coverage necessary in connection with its participation in the Mission including but not limited to insurance in respect of the Products, its other property and its Delegates (including travel and medical insurance).
- (c) The Participant undertakes to indemnify and at all times hereafter to keep indemnified the Council from and against all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which it may suffer or incur by reason of or in relation to any act, omission or default by the Participant or its Delegates, officers, representatives, agents and employees in the course of or in relation to the Mission.

11. CONFIDENTIAL INFORMATION

The Participant shall not disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to the business or affairs of the Council or other participants in the Mission which has been acquired by reason of the Participant's participation in the Mission.

12. WAIVER

No failure or delay by the Council in exercising or enforcing any right or power hereunder shall operate or be construed or operated as a waiver thereof. No waiver of any breach shall be construed as a waiver of any continuing or subsequent breach.

13. NOTICE

- Every notice or demand shall be in writing but may be given or made by post, cable, telex or fax.
- (b) Every notice or demand to be given by the Council may be sent to the address of the Participant stated in its Application Form. Every notice to be given by the Participant to the Council shall be sent to the offices of the Council at 38th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Hong Kong.
- (c) Every notice or demand shall be deemed to have been received in the case of a telex, or fax, at the time of despatch, and in the case of a letter three days after the posting of the same by prepaid post.

14. GENERAL

- (a) Nothing in the Application Form or the Conditions shall create or be deemed to create a partnership or the relationship of principal and agent or employer and employee between the Council and the Participant.
- b) The Application Form and the Conditions embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements between the Council and the Applicant relating to the Mission.
- (c) The Council reserves the right to alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the participants' manual) at any time it considers necessary for the orderly operation of the Mission. The amended Conditions and the additional rules and regulations shall be sent to the Participant and become effective immediately. The Participant will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. The Participant acknowledges that the Council shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, any additional rules and regulations, and any amendments thereof by the Council shall be final and binding on the Participants.

15. **GOVERNING LAW**

The Application Form and the Conditions shall be governed by and construed in all respects in accordance with the laws of Hong Kong and all the parties agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.