ROGERS
WORLDWIDE

Exhibition Transportation & On-site Handling Services

R.E. Rogers, Inc.
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UNITED STATES

October 16, 2002

Ms. Linda A. Skladany
Senior Associate Commissioner for External Relations
Mail Code HF-10
Food & Drug Administration
5600 Fishers Lane
Rockville, MD, 20857

Re: Comments and Request for Guidance

Ref: Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (PL 107-188)

Dear Ms. Skladany,

My name is Louis M. Kerpan Jr. and I am the Director of Operations for R.E. Rogers Inc. We are involved in the international exhibition customs brokerage, international freight forwarding and transportation business. We act as the importer of record for many food and beverage shows in the United States. We are appointed by the owner or producer of the event as the 'official' broker or forwarder for the event to assist international exhibitors ship sample product to the event. I've listed several of the largest events we work on where large quantities of foreign food and beverage products are imported by our firm:

Winter Fancy Foods Show 2003, January 19-21, San Francisco, CA
Spring Fancy Foods Show 2003, May 5-7, Chicago, IL
Summer Fancy Foods Show 2003, June 29-July 1, New York, NY
http://www.fancyfoodshows.com/

The FMI Show, May 5-7, Chicago, IL
www.fmi.org

Numerous other tradeshows and exhibitions throughout the United States also have foreign exhibitors that bring product into the United States either for sampling by attendees at the event or for hospitality purposes when pitching some other product. Virtually every professional association and industry puts on a conference and tradeshow every one to three years somewhere in the United States. This is huge multi-billion dollar business that many Americans depend

upon for their livelihood. As a matter of fact, I've met FDA personnel at shows such as the BIO event where we've acted as the official broker and forwarder.

Typically the international shipments for these events come in three main ways:

1. We consolidate large numbers of exhibitors, each with their small boxes of samples, at one point in the foreign country of origin and ship together to the United States. We then make one large entry with U.S. Customs and any other relevant agencies.

2. An exhibitor ships only their material and we make an entry only for that one exhibitor's material.

3. An exhibitor may send their samples via courier such as DHL, FedEx, UPS, etc. Typically we do not become involved in such entries.

In all cases, the amounts of product per exhibitor are quite small, are not considered 'commercial' quantities and are consumed at the event. Leftovers are typically destroyed, given to charity or retained by the U.S. office or agent of the exhibitor. We don't handle each and every international shipment to the show, as our service is not exclusive. The exhibitors are free to use any broker or forwarder they wish.

For all of the events that we work on, we typically obtain the official tradefair designation from the U.S. Department of Commerce as allowed by the Trade Fair Act of 1959. This allows for the temporary duty free entry of goods into the United States for the purposes of exhibit at events so designated. For food and beverage samples, we've used this document to obtain flexibility from the various field offices of the various agencies. We also obtain from the Bureau of Alcohol, Tobacco & Firearms a waiver from the requirement for label approval and an importer's basic permit for alcoholic beverages. I've attached copies of these documents for the upcoming Winter Fancy Foods 2003 event for your review.

For each food event that we are appointed as the official broker or forwarder, we publish 'international shipping instructions'. These serve as a basic primer for foreign exhibitors shipping product to the United States for the event. We try to inform the shipper's of the various rules and regulations of the United States so that they can not only get their samples to the show on time but also to gain some understanding of the regulatory expectations foreign products must meet if a U.S. buyer is to show any interest.

Under current FDA regulation, there exists no formal acknowledgement or recognition of food and beverage products brought into the United States for tradeshows and exhibitions. We've dealt with this at a local level in the various

ports where the entries for these events are made. Each port has it's own policy and generally cooperates with us to insure that the samples get to the show on time provided that the items are not dangerous or questionable. For instance, in San Francisco, we file a letter with the Director (sample attached) and allow the FDA inspectors complete access to the freight and exhibitors before and during the event. In the ten years I've been with this company and working on these events in this matter, I can only recall a couple instances where the FDA has not released a shipment of sample product for our events.

The only real beef that we have with the current food import procedures is we do not see the benefit to anybody including the U.S. government, the public and ourselves for filing the amount of information necessary for these small sample shipments through the Import ABI system. We've asked about the establishment of a sample waiver for certified events but have never received any consideration.

However, I am quite concerned about the provisions of PL 107-188 on our operations for these events. Relative to tradeshows and exhibitions, this law is like using a paint roller when a small detail brush is called for to achieve the same level of safety for the food and beverage supply. I shall discuss my concerns by section and make suggestions:

Section 305 (Registration of Food Facilities).

For example, a unit of the Italian Government called the Italian Trade Commission sponsors and organizes a pavilion of Italian exhibitors at each Fancy Food show. This pavilion can contain hundreds of products from hundreds of producers. Typically, the Italian Trade Commission is signing up exhibitors up to the last minute for the event. This section requires that all of these exhibitors would have to register with the FDA.

If an exhibitor signs up for the show at the last minute and is not registered, then it is possible that they cannot display or have their product sampled at the show. As the process for registration is unknown at present in terms of cost, amount of paperwork and length of time, this can discourage participation in the events or cause an exhibitor who has spent a great deal of money on a booth, plane tickets, etc. to not be able to show their product. This could result in a real economic hardship for the exhibitor and, in retaliation, foreign governments could begin to impose similar requirements on U.S. exhibitors going to events in other countries. As we also handle shipments of U.S. companies participating in foreign tradeshows, we know this to be a real concern.

One of the reasons that exhibitors invest their time and money in tradeshows is to test the market for interest in their product and to find trusted agents, distributors or buyers. If registration is required for sample shipments and if registration is lengthy, expensive and inefficient, this will also stifle innovation in

the food and beverage industries, reduce choice to the American consumer and discourage free trade.

We suggest that a waiver program for international sample shipments for tradeshows be developed. To be eligible for a waiver, the following requirements should be met:

1. The event must be certified as an official tradefair under the Tradefair Act of 1959.
2. The FDA must be allowed complete access to the cargo and the exhibitors at the showsite.
3. The event must designate an agent within the U.S. to retain all records of import entries for at least five years made for that event through their 'official' broker or forwarder.
4. The operator or owner of the event must submit to the FDA in advance a complete exhibitor list or catalogue of the event that lists the exhibitor's name, address, phone, fax, e-mail and description of the products they wish to show. The operator or owner of the event must comply with any request from the FDA for any copies of exhibitor contracts and attendee lists. The operator or owner agrees to keep the records for at least five years.
5. Any goods found by the FDA to present a danger to any human or animal may be removed or detained if credible evidence or information is presented by an officer or qualified employee of the FDA.
6. All other import requirements and processes must be met or followed.
7. Only small, non-commercial quantities product may be entered into the United States sufficient for display and sampling at the event.
8. The owner or organizer of the event will designate the location of any advance receiving warehouses where product would be stored prior to move-in at the showsite.

The advantages of this approach are as follows:

1. The registration database is not cluttered with information from one-time shippers of small sample shipments.
2. If some of the exhibitors participate in more than one event or if they forget their registration identifier or code between events, then this avoids duplicated entries into the database.
3. The local field office has immediate access to the freight and the exhibitor as well as information about the exhibitor without the expenditure of large amounts of time and money by both the FDA and the exhibitor.

If the intent of this section is for some sort of record to be kept of each exhibitor who ships food to a tradeshow or exhibition, then a waiver achieves this intent without spending a lot of money and creating a new barrier to trade.

Section 306 (Establishment and Maintenance of Records).

Using our example of the Fancy Foods shows, we know the immediate previous sources for each shipment and the immediate subsequent recipient for each shipment. It is often the same entity unless they have an agent, distributor or broker represent them at the event. In any case, we have first hand knowledge of these entities. Furthermore, each attendee who may possibly sample the product of the exhibitor must register with the event operator or owner before receiving a badge to enter the exhibit area. These events are not open to the general public.

Each exhibitor at each tradeshow must contract with the owner or producer of the event for the booth space. Before space is granted at most events, the exhibitor must qualify. The product must fit in with the nature of the show. For instance, the producer of Captain Crunch won't show this product at a natural foods event. After the exhibitor qualifies and a contract for space is made, then each exhibitor must submit information for inclusion in the event's catalogue.

Under the waiver program suggested above, the FDA would achieve the intent of this section, a chain of custody, without any cost by using processes already used by the owner or producer of the events for other purposes.

Section 307 (Prior Notice of Imported Food Shipments).

Again using our example of the Fancy Foods shows, these events have been held in the same location around the same time of year for many years. They advertise in relevant industry publications and always make the local news with the mayor or other VIP seen sampling some food or beverage product. Restaurants, taxi companies, hotels and other entertainment companies gear up for these events because of the amount of business that the exhibitors and attendees generate. For food events in particular, it is highly likely that local FDA staff receive invitations to attend! The point is that these events are well known and planned years in advance.

The intent of prior notification is to prepare local field offices to target suspicious shipments from questionable sources. Under a waiver program as proposed above, the local FDA field office could be notified in the same manner that the U.S. Department of Commerce notifies the U.S. Customs Service when the official tradefair designation has been given to a particular event. In conjunction with the information that accompanies the application for a tradeshow waiver, the FDA knows or has access to the name of each exhibitor, their address, the importer, the country of origin, the port of entry and a description of what the exhibitor intends to show in general terms.

By having complete access to the cargo and the exhibitor before and during the show in one location with access control, the FDA is given ample opportunity to focus and intensively examine those shipments that are most interest to the FDA without creating a huge paperwork burden on the local field staff.

Section 303 (Administrative Detention).

Exhibiting in a tradeshow in a foreign country is expensive and frightening. You don't know the language, your biological clock is messed up, you're nervous about meeting existing and prospective buyers and you probably forgot something at home that you really need. Often, first time shippers to the United States may not adequately describe their goods on their documents. For instance, when shipping small yellow peppers packed in brine or vinegar, our Italian exhibitors may call the product pepperoni. In some parts of Italy and New York, this is a correct description or name. However, many other people in the U.S. would be thinking about a meat product. This could cause a long and costly delay in the clearance of the shipment due merely to a communications breakdown. The exhibitor misses the event for no good reason.

Under a waiver program for tradeshows, the FDA would be given ample opportunity to detain or sample any shipment that is deemed by a FDA officer or qualified employee as harmful to humans or animals through complete access to the showsite before and during the event. Decisions could be made quickly through direct inspection of a product. An advantage of tradeshow material is that the FDA also has direct access to the producer, processor or manufacturer of the product on the show floor. The FDA and the exhibitor have an opportunity to learn more about the product, the regulations, the processes and people that go into making the product. The exhibitor learns and the FDA may avoid making an egregious error that is costly for the exhibitor.

The establishment of a tradeshow waiver program by the FDA would achieve the following objectives:

1. Compliance with the intent of Congress regarding the protection of the food and beverage supply in an efficient and cost effective manner.
2. Avoid the construction of a non-tariff barrier to trade that could have potential adverse impact on U.S. food and beverage exporters, farmers, producers and distributors.
3. Standardizes the approach of the FDA around the country regarding international shipments to tradeshows.
4. Uses systems and practices already in place in a new way to accomplish new goals.
5. Reduces the amount of paperwork to a manageable level while retaining complete access to relevant information necessary for any FDA action.

6. Provides the FDA an opportunity to review, inspect and learn about new food and beverage products often before they come to market.
7. Saves the FDA money in terms of resources, staff, administrative and legal action, systems and procedures without sacrificing access and control.

Thank you for this opportunity to make our views known. We do hope that you seriously consider our proposal. If you require further information, please don't hesitate to contact me.

Regards,

Louis M. Kerpan Jr.
Director of Operations

LMK/ftc
Attachments

International Shipping Instructions

ROGERS
WORLDWIDE

The National Association for the Specialty Food Trade Inc. has appointed R.E. Rogers, Inc. as the sole official provider of customs brokerage, international freight forwarding, international transportation and related services for the 28th INTERNATIONAL WINTER FANCY FOOD & CONFECTION SHOW®. R.E. Rogers can arrange international air, ocean or ground transportation for exhibit material, customs clearance and related services for exhibitors, standbuilders and suppliers for this event.

All exhibitors, standbuilders and suppliers for this event expecting international shipments to arrive at the show should carefully note the following instructions and information. For additional information, please contact our headquarters office:

UNITED STATES:
Mr. Maurice Poe
23900 Hawthorne Blvd. #200
Torrance, CA 90505
Tel: (310) 791-2465/Mobile: (310) 345-6689
Fax: (310) 378-4895
mpoe@rerogers.com

CANADA:
Ms. Jenny Singer
940 Belfast Road
Ottawa, ON K1G 4A2
Tel: (613) 244-7347/Fax: (613) 244-7833
Mobile: (613) 298-7570
jsinger@rerogers.com

FOR ADDITIONAL OFFICES PLEASE CLICK HERE

Additional information on this event may be found at http://www.fancyfoodshows.com/exhibitwi03.html

We wish you a successful participation in this event and we look forward to being of service to you.

Los Angeles Office: 23900 Hawthorne Boulevard #200, Torrance, CA 90505 Tel: (310)378-4888 Fax: (310)378-4885 E-mail: admin@rerogers.com url:http://www rerogers.com
Chicago Office: 2015 S. Arlington Heights Road, #116-B, Arlington Heights, IL 60005 Tel: (847)806-9200 Fax: (847)806-9204 E-mail: jmucha@rerogers.com
New York Office: 248-06 Rockaway Boulevard, Jamaica, NY 11422 Tel: (718) 528-1886 Fax (718) 528-2192 E-mail: admin@rerogers com
Rogers Worldwide: Calgary • Mexico • London • Dubai • Riyadh • Johannesburg • Cape Town • New Delhi • Singapore • Beijing • Hong Kong • Jakarta • Kuala Lumpur • Manila

A) Documentation

For all shipments, we require five (5) copies of a proforma invoice/packing list in **ENGLISH**. The invoices must show the name and address of the shipper, the name of the show, the name of the exhibitor, the correct booth or stand number, identifying marks, quantity and description for each item, harmonic (Brussels) number of each item, weights/dimensions of each package, the country of origin and the F.O.B. value of each item in U.S. dollars. The invoice should be consigned to:

WINTER FANCY FOODS 2003
c/o R.E. Rogers Inc.
23900 Hawthorne Blvd #200
Torrance, CA 90505

PLEASE SEE THE SPECIAL INSTRUCTIONS THAT FOLLOW REGARDING THE IMPORTATION OF FOOD AND BEVERAGE ITEMS. FAILURE TO FOLLOW THESE INSTRUCTIONS WILL RESULT IN DELAYS AND ADDITIONAL COSTS. PLEASE PAY PARTICULAR ATTENTION TO THE LABELING REQUIREMENTS FOR ALL FOOD PRODUCTS. THE U.S. CUSTOMS SERVICE, THE U.S. DEPT. OF AGRICULTURE AND THE U.S. FOOD & DRUG ADMINISTRATION HAS BEGUN TO ENFORCE THE PROVISIONS OF THE NUTRITION LABELING AND EDUCATION ACT OF 1990 (NLEA).

Material of Mexican, Canadian or U.S. origins that are being shipped to the U.S. from Canada or Mexico also require a NAFTA certificate of origin. Please contact our Torrance office for more information regarding this document.

B) Restricted Cargo

DO NOT SHIP WEARING APPAREL OR TEXTILE MATERIAL TO THIS EVENT WITHOUT PRIOR APPROVAL.

The following categories of material may require special documentation and/or clearance to enter the United States:

- Food & Beverage Products
- Televisions & Computer Monitors
- Products Made of Animal Parts
- Live Animals
- Firearms and Ammunition
- Bearings of All Kinds
- Textiles and Wearing Apparel (hats, ties, bags, shoes, t-shirts, etc)
- Basic Iron & Steel Products
- Alcohol and Alcoholic Beverages
- Plants, Nuts, Roots and Seeds
- Motor Vehicles, Vessels and Aircraft
- Explosives and Other Military Equipment
- Biological and Nuclear Material of Any Kind
- Goods of U.S. Origin Being Returned
- Drugs and Medical Equipment of Any Kind

This list is not exhaustive and subject to change at any time by operation of law. Please contact R.E. Rogers Inc. for specific requirements regarding these and other categories of material.

C) Case Marking

Each case/crate must be clearly marked as follows:

Exhibitor Name: _____
c/o WINTER FANCY FOODS 2003
Moscone Convention Center
Hall: _____, Stand # _____
San Francisco, CA, USA
Nos. 1/total and up (example 1/10, 2/10 etc.)
Made in _____ (country of origin)

For Perishable Cargo, in addition to the above, THE PREFERRED TEMPERATURE and the appropriate phrase, REFRIGERATED or FROZEN should be clearly marked on the cargo.

D) Mexican and Canadian Border Clearances/Courier and Baggage Shipments

If the exhibitor requires U.S. Customs and other agency clearance services anywhere along the Canadian or Mexican borders or for any type of courier or baggage shipments, the Torrance office of R.E. Rogers, Inc. should be contacted for special instructions.

Material sent via courier or small package express services (DHL, UPS, FedEx, etc.) should consign these packages to either the advance-receiving warehouse of the official showsite material handling contractor or general contractor or directly to the showsite. R.E. Rogers Inc. cannot intervene in shipments sent via courier or small package express services.

E) Temporary Importation

This event will receive the official Trade Fair Designation. This classification from the U.S. Department of Commerce enables **non-consumable** international shipments to enter the United States for a period of up to 90 days without having to pay duty. Exhibitors can decide during the course of the show whether they want to permanently enter their goods into the U.S., re-export them after the close of the show or dispose of them under customs' supervision. R.E. Rogers utilizes a special import bond to process these customs entries. As per U.S. Customs regulations, trade fair entries can only be filed in port where the show is located. If the freight arrives into an airport or port other than where the show is located, then the freight will have to be moved in-bond to the port where the show is located prior to clearance. This will involve additional time and expense. Unless otherwise instructed, the freight arrives in a port or airport other than where the show is located or an ATA Carnet is used, all consignments will be imported under these U.S. Customs Trade Fair regulations if the total estimated duty liability is more than $300.00. If the total estimated duty liability is equal to or less than $300.00, then the goods will be entered permanently into the United States and the duty charged to the exhibitor or their agent. All food, beverage, give-away and literature items are considered consumable.

Please note that U.S. Customs will collect 0.125% of the FOB value of any ocean freight shipment entered as a trade fair entry as the Harbor Maintenance Fee. This fee is collected only on ocean freight shipments where the first U.S. port of unloading is on the U.S. East, Gulf or West Coasts; ocean freight routed through Canada is exempt from this fee. R.E. Rogers will pay this fee on behalf of the exhibitor or their agent and include the charge on our invoice at cost plus 15% cash advance fee.

Re-exportation, destruction or permanent entry of all goods entered into the United States under the authority of the trade fair bond posted by R.E. Rogers Inc. must be provided by R.E. Rogers Inc. or our authorized agents to prevent violation of the trade fair bond and the assessment of fines and penalties by U.S. Customs.

If an ATA carnet is utilized to temporarily import material for this event, the following policies should be noted:

1. The United States does not recognize the use of carnets for the purposes of exhibition and fairs. Therefore, the carnet Should be designated for use as 'professional equipment'.
2. R.E. Rogers Inc. and our authorized agents should be named as the authorized representatives able to sign the carnet.
3. Sufficient counterfoils or vouchers should be included in the carnet packet.
4. If the general list is in any language other than English, then a translation into English should accompany the carnet. There will be an additional charge for any translation done by R.E. Rogers Inc. or our agents.
5. A packing list that indicates how each named item on the general list is packed and in which crate, carton or other shipping unit should accompany the carnet.
6. Good entered into the United States under authority of a carnet may be converted to a definitive or permanent importation only with the advance approval of the U.S. Customs Service. The named holder of the carnet must also acknowledge to R.E. Rogers Inc. in writing their understanding that whatever bond or security posted by the holder with the issuing authority or guaranteeing association may be at risk.
7. **ATA carnets cannot be used to enter goods within the Ports of San Francisco or Oakland.**

F) Deadline Dates and Consignment Instructions

OCEAN FREIGHT

All non-perishable LCL ocean freight shipments must arrive at and be routed to **SAN FRANCISCO** or **OAKLAND** CFS by **JANUARY 6, 2003** with the ocean bill of lading consigned to:

WINTER FANCY FOODS 2003
c/o R.E. Rogers, Inc.
23900 Hawthorne Blvd #200
Torrance, CA 90505
Tel: (310) 378-4888
Fax: (310) 378-4895

Two (2) original and two (2) copies of the Bill of Lading and proforma invoices must be received by the R.E. Rogers, Inc. Torrance office no later than one (1) week prior to the ships arrival. **We recommend use of express Bills of Lading to prevent delays.**

If you plan to ship full ocean containers to the show, we recommend that the container arrive at CY, rail ramp or pier of the port named above **seven (7) working days prior to the exhibitor's target load-in date at the showsite**. The bill of lading should be consigned as indicated above. Please contact the show manager or consult your exhibitor's service kit for advice regarding target load-in dates at the showsite. For all full ocean container shipments, an 'Intermodal Certification' that conforms to the regulations of the U.S. Federal Highway Administration must be given to the ocean carrier to avoid unnecessary delays.

Important Information Regarding Full Containerload Shipments

If you plan to ship full ocean containers or self-propelled vehicles to the show, we recommend that the container arrive at CY, rail ramp or pier of the ports named above **seven (7) working days prior to the exhibitor's target load-in date at the showsite**. The bill of lading should be consigned as indicated above. Please contact the show manager or consult your exhibitor's service kit for advice regarding target load-in dates at the showsite. For all full ocean container shipments, an 'Intermodal Certification' which conforms to the regulations of the U.S. Federal Highway Administration must be given to the ocean carrier to avoid unnecessary delays in handling and delivery of the container to the showsite.

The exhibitor is responsible for any cleaning charges for container or chassis returned to their steamship line with trash, dunnage, blocking, bracing and fasteners that has been left in the container after unloading. The exhibitor is responsible for retaining all dunnage, blocking, bracing, rigging, fasteners and other gear needed to secure the cargo if this gear is necessary for securing the outbound cargo.

NOTE REGARDING EARLY MOVE-IN: Permission for early move-in must be obtained in advance and in writing from the general contractor and show management. Copies of the written authorization for early move-in must be faxed to the R.E. Rogers Inc. Torrance office three working days prior to the early move-in date. Failure to obtain advance permission will prevent delivery to the showsite.

Deliveries made outside of straight time are subject to overtime surcharges.

AIR FREIGHT

All non-perishable airfreight shipments must arrive at **SAN FRANCISCO INTERNATIONAL (SFO)** airport by **JANUARY 6, 2003** with the airwaybill consigned to:

WINTER FANCY FOODS 2003
c/o R.E. Rogers Inc./Exel Global Logistics
99 B Southill Dr.
Brisbane, CA 94005

All perishable airfreight shipments must arrive at **SAN FRANCISCO INTERNATIONAL (SFO)** airport on **JANUARY 15, 2003** and consigned as indicated above. WE MUST HAVE FAX COPIES OF ALL SHIPPING DOCUMENTS FOR PERISHABLE FREIGHT NO LATER THAN **JANUARY 13, 2003!**

R.E. ROGERS INC. MAKES NO GUARANTEE THAT ANY PERISHABLE SHIPMENT WILL BE CLEARED AND DELIVERED ON TIME AS THE ULTIMATE DECISION RESTS ON VARIOUS U.S. GOVERNMENT AGENCIES.

The proforma invoice/packing lists must accompany the shipment, attached to the air waybill.

IMPORTANT
OCEAN and AIR FREIGHT

- For all shipments, copies of documents, including truck, air or ocean bills of lading, invoices, carnets, packing lists and other required documentation must be faxed to R.E. Rogers, Inc. (Fax: (310) 378-4895) prior to arrival. Please also indicate the name of the exhibitor's showsite representative and the name of the hotel where they will be staying.

- On all shipping documents (Bill of Lading, air waybill) please indicate:

  NOTIFY ON ARRIVAL
  R.E. Rogers, Inc.
  Import Operations Department
  Tel: (310) 378-4888
  Fax: (310) 378-4895

- All air and sea consignments must arrive freight prepaid. Any collect shipments will incur a 15% surcharge to cover the advancement of funds.

- For all full ocean containerload shipments or free domicile/house air shipments which are routed to door of the showsite where the steamship line, freight forwarder or carrier controls the final delivery and choice of trucker, a delivery coordination fee will be charged to the exhibitor.

- We recommend the use of durable crates with screw-down lids to prevent loss or damage. Containers and glassware of any kind must be packed in at least double walled high strength cardboard boxes with adequate cushioning to prevent breakage. R.E. Rogers will not be responsible for broken containers or crushed boxes that are not adequately packed. Unpacking and packing your cargo at the showsite is the responsibility of the exhibitor.

- We recommend the use of double-walled pallet boxes for consolidated shipments containing material for several exhibitors in the same pavilion. These pallet boxes can be broken down at the showsite with labor supplied by the general contractor or the exhibitors. Labor may be purchased through R.E. Rogers or directly from the general contractor. Labor orders must be made in advance to insure availability. Use of these pallet boxes prevents pilferage, loss and breakage. Each pallet box must be marked with the name of the exhibitors contained therein as well as their booth numbers. A packing list should be provided for each pallet box. The manifest for consolidated shipment should specify what exhibitor is in what pallet box in terms of pieces, weight and measure.

  Perishable, controlled and non-perishable (dry) cargo must net be shipped together on the same bill of lading or in the same consolidation. Each category of material must be shipped and documented separately.

- Additional charges will be billed for any translation services performed by R.E. Rogers Inc. or our agents for invoices, packing lists and other documentation that is not in English.

G) Perishable Shipments

THE EXHIBITOR SHIPS PERISHABLE CARGO AT THEIR OWN RISK. NEITHER R.E. ROGERS INC., OUR OFFICES, SERVICE PARTNERS, AGENTS, VENDORS NOR OTHER PARTIES TO THE MOVEMENT OF ANY PERISHABLE CARGO CAN BE HELD LIABLE FOR THE CONDITION OF THE CARGO UPON DELIVERY TO THE SHOWSITE. THE EXHIBITOR ACKNOWLEDGES UNDERSTANDING OF THESE TERMS AND CONDITIONS BY CONSIGNMENT OF THIS CARGO TO R.E. ROGERS INC.

Perishable goods surcharges for entry and delivery as indicated below will apply for all perishable shipments regardless of the actual date of arrival. Perishable cargo may also be charged daily storage fees.

REFRIGERATED MATERIAL MUST NOT BE SHIPPED WITH FROZEN MATERIAL EVEN IF THEY ARE ASSIGNED SEPARATE HOUSE AIR WAYBILLS. PERISHABLE MATERIAL MUST NOT BE SHIPPED WITH DRY OR NON-PERISHABLE CARGO EVEN IF THEY ARE ASSIGNED SEPARATE HOUSE AIR WAYBILLS. WE REQUIRE USE OF DIRECT I.A.T.A. AIR WAYBILLS FOR ALL PERISHABLE SHIPMENTS.

All documents associated with perishable goods must specify the temperature that the goods must be kept at in both Celsius and Fahrenheit scales. The documents should indicate directly whether the goods should be **REFRIGERATED** or **FROZEN**. Failure to follow this advice may result in the storage of the perishable goods at an inappropriate temperature. Additionally, the preferred temperature and the appropriate phrase ('**REFRIGERATED**' or '**FROZEN**') should be clearly marked on the cargo.

The exhibitor is responsible for providing adequate refrigerated or frozen storage at the showsite. Please contact the official on-booth refrigeration contractor to rent on-booth refrigerators and freezers.

Please contact the official general contractor to arrange excess storage space at the showsite for that material not to be stored on the booth. Information for both of these services is contained in the exhibitor's manual.

The exhibitor should be aware that R.E. Rogers is not responsible for the condition of the material when delivered to the booth because we have no control over the packing of the cargo, the import routing and the temperature of the carrier storage facilities. Perishable cargo will be kept at carrier storage facilities until the evening before the last day of load-in at the showsite. All perishable material will be delivered to the showsite on the afternoon of the day prior to the opening of the show.

Please see the following website for advice about packing perishable cargo:

http://www.fsis.usda.gov/index.htm

H) Special Instructions Regarding Food & Beverages

For food and beverages imported into the United States, certain restrictions and quotas may apply that require import permits, licenses and inspections. This is especially true with regard to MEAT, SEAFOOD, PATES, CHEESES, PASTA, FRESH PRODUCE and ALCOHOLIC BEVERAGES. We encourage you to contact R.E. Rogers with specific questions concerning documentation and entry requirements.

NOTICE REGARDING THE PUBLIC HEALTH SECURITY AND BIOTERRORISM PREPAREDNESS AND RESPONSE ACT OF 2002 (PL 107-188): The United States has established the above mentioned law to enhance the security of the food and beverage supply. The relevant U.S. agencies are currently establishing regulations to enforce this law. The provisions of the law that will effect international shipments to this event are summarized below:

- Section 305 (Registration of Food Facilities) - requires the owner, operator, or agent in charge of a domestic or foreign facility to register with the FDA no later than December 12, 2003. Facilities are defined as any factory, warehouse, or establishment, including importers. The Secretary, through FDA, is required to issue final regulations addressing the registration requirements no later than December 12, 2003; however, food facilities must register with FDA by this date even if FDA has not issued final regulations. The Bioterrorism Act exempts farms, restaurants, other retail food establishments, nonprofit food establishments in which food is prepared for or served directly to the consumer; and fishing vessels (except such vessels engaged in processing as defined in 21 CFR 123.3(k)) from the requirement to register. Also, foreign facilities subject to the registration requirement are limited to those that manufacture, process, pack, or hold food, only if food from such facility is exported to the United States without further processing or packaging outside the United States.

- Section 306 (Establishment and Maintenance of Records) - requires the Secretary, through FDA, to issue final regulations by December 12, 2003, to establish requirements for the creation and maintenance of records needed to determine the immediate previous sources and the immediate subsequent recipients of food, (i.e., one up, one down). Such records are to allow FDA to address credible threats of serious adverse health consequences or death to humans or animals. Entities subject to these provisions are those that manufacture, process, pack, transport, distribute, receive, hold or import food. Farms and restaurants are exempt from these requirements.

- Section 307 (Prior Notice of Imported Food Shipments) - requires that prior notice of food shipments be given to FDA. The notice must include a description of the article, the manufacturer and shipper, the grower (if known), the country of origin, the country from which the article is shipped, and the anticipated port of entry. The Secretary, through FDA, must issue final regulations by December 12, 2003. While we fully expect regulations to be issued by this date, if such regulations are not issued, the statute still requires importers to provide no less than 8 hours and no more than 5 days notice to FDA until the regulation takes effect.

- Section 303 (Administrative Detention) - authorizes the Secretary, through FDA, to order the detention of food if an officer or qualified employee finds credible evidence or information indicating an article presents a threat of serious adverse health consequences or death to humans or animals. The Act requires the Secretary, through FDA, to issue final regulations to expedite court actions on perishable foods. No time frame is specified.

Further information regarding this law and subsequent regulations can be found at the following website: http://www.cfsan.fda.gov/list.html. R.E. Rogers Inc. will comply will all aspects of this law and it's subsequent regulations. All international exhibitors and shippers are required to comply with this law and subsequent regulation.

Please provide the following information to us when making your inquiry:

- Name, Date & Location of Show
- Name of Exhibitor, Address, Fax Number & Contact

- Mode of Transport & Port of Entry into U.S.
- Exact Description of Goods, In English
- U.S. Food & Drug Administration Product Codes. For assistance in obtaining these codes, please see the following website: http://www.accessdata.fda.gov/SCRIPTS/ORA/PCB/PCB.HTM
- Harmonic (Brussels) Commodity Code of Material (If Known). For assistance in obtaining these codes, please see the following website: http://dataweb.usitc.gov/SCRIPTS/tariff/toc.html
- Size and Type of Packing Used For Each Individual Item
- Gross & Net Weight of Material
- Value & Dimensions of Material
- List of Ingredients by Weight of Material
- Name & Address of Place of Manufacture
- Country of Origin

Following are some U.S. government agency websites that contain useful information and the latest regulations regarding food and beverage imports:

US Dept. of Agriculture (USDA) Homepage: http://www.usda.gov/
USDA Food Safety & Inspection Service: http://www.fsis.usda.gov
USDA APHIS Plant Protection & Quarantine: http://www.aphis.usda.gov/ppq/
USDA Agricultural Marketing Service: http://www.ams.usda.gov/
USDA APHIS Veterinary Service: http://www.aphis.usda.gov/ncie/
US Food & Drug Administration (FDA) Homepage: http://www.fda.gov/
FDA Center for Food Safety & Applied Nutrition: http://vm.cfsan.fda.gov/list.html
US Bureau of Alcohol, Tobacco & Firearms: http://www.atf.treas.gov/alcohol/index.htm
US Trade Representative's Office: http://www.ustr.gov/

This information must also be included on the shipper's invoice to avoid FDA and USDA clearance delays. It is the responsibility of the exhibitor to comply with all existing regulations of the US Government.

NOTE: THE U.S. FOOD AND DRUG ADMINISTRATION MAY REQUIRE THE DISPLAY OF A SIGN IN THE EXHIBITOR'S BOOTH THAT STATES THE FOLLOWING:

"This article is for display purposes only and not for sale, use or general consumption because it may not be in compliance with applicable regulations of the U.S. Food and Drug Administration."

Exhibitors whose material has been deemed as not confirming with applicable regulations who fail to display this sign will be fined. Signs will be available at the Rogers exhibitor service counter.

Perishable material should never be shipped with non-perishable material. Different types of perishable or controlled material should be shipped separately. Failure to do so could result in delay and additional cost.

Please note the following general requirements that are not meant to be all encompassing but serve as general guidelines.

LABELING

Following are guidelines to be followed for all food importation into the United States. These are not meant to be all encompassing. Shippers and exhibitors are encouraged to contact the nearest officer of the U.S. Department of Agriculture or the U.S. Food and Drug Administration for definitive advice regarding the marking and labeling laws of the United States.

- The country of origin of the material must be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article (or its smallest retail container) will permit. The country of origin must be identified by the English name of that country.
- The nutritional labeling regulations of the United States as specified under the Nutrition Labeling and Education Act of 1994 (N.E.L.A.) will be enforced by the U.S. Department of Agriculture and the U.S. Food and Drug Administration. Failure to conform to these regulations unless a waiver has been granted in advance could result in the seizure of the cargo.
- Alcoholic beverages of all kinds require special labeling. Please see section 'F' below.
- All labels must be in English.
- All products must be labeled "FOR TRADE FAIR USE ONLY - SAMPLE NOT FOR SALE"
- The serving size, ingredients list, name and address of the manufacturer, processor, packer or distributor and net weight in ounces and grams must all be listed in English on each consumer pack.

FRESH PRODUCE

Please identify all fresh produce by its common English name as well as the proper Latin scientific name. Contact the nearest U.S. consulate or embassy to arrange, if available, a pre-flight inspection of the material by a representative of the U.S. Department of Agriculture. If this is accomplished, then the original inspection certificate must accompany the other shipping documents. A copy of this certificate should be faxed to the coordinating R.E. Rogers office along with the name and phone number of the U.S. Department of Agriculture individual who performed the inspection.

Please note that certain commodities may be subject to quality inspection by the USDA's Agricultural Marketing Service as required by Section 8e of the Agricultural Marketing Agreement Act of 1937. These inspections are separate from any inspection by USDA APHIS. Please see the website www.ams.usda.gov/fv/8eWelcome.html for further information.

Certain types of produce may not be allowed into the United States due to pest infestation in the area of cultivation, quotas that limit the quantity allowed into the United States at any given time or because the material in question is deemed dangerous by the U.S. Department of Agriculture or the U.S. Food & Drug Agency.

ACIDIFIED & LOW ACID CANNED FOODS

All producers of acidified and low acid canned or bottles foods are required to register their establishments and file processing information with the FDA. Exhibitors must provide their **CANNING ESTABLISHMENT NUMBER** on their shipper's invoice. Imports of canned or bottled product from an establishment not register with the FDA may be subject to redelivery, fines, penalties and liquidated damages. Please see the following website for more information: http://www.cfsan.fda.gov/~lrd/lacfregs.html

MEATS, POULTRY, PATES AND SEAFOOD

A canning establishment number assigned by the FDA may be required for most types of canned meats and seafood. Certain types of fresh, chilled, cured, dried and frozen meats, pates and seafood are prohibited entry into the United States depending on the country of origin, type of animal used to produce the product and the method of preparation of the material at the factory or packing plant. Those types of meat and seafood that are allowed into the United States generally require quarantine or intensive physical examination as well as special permits that require additional time and cost to process. Most meats and seafood that are not canned require a certificate from the Veterinary Service of the country of origin that describes the type of animal used and the manufacturing process, an English translation of the certificate and the U.S.D.A. establishment number of the place where the product was processed or packed. R.E. Rogers can obtain authorization for importation of small quantities of fresh, chilled or frozen meat or seafood provided the exhibitor begins the application process at least four weeks prior to the opening of the show.

The internal temperature maintained while processing the product and the duration of the internal temperature should be specified on the shipper's invoice as well as the size and type of packaging.

CHEESE, MILK, EGGS, BUTTER, ICE CREAM & OTHER DAIRY PRODUCTS

U.S. Customs and the U.S. Department of Agriculture require valid import permits for most cheeses and other dairy products that are under quota and valued at $25.00 or more per shipment. Furthermore, the U.S. Food & Drug Agency has jurisdiction over insuring that the material is safe for human consumption. The general rule is that the softer the cheese, the more stringent the import requirements. If the exhibitor or their agent cannot obtain a valid permit, R.E. Rogers will attempt to obtain an EX-QUOTA PERMIT on behalf of the exhibitor. Most cheeses made from goat or sheep milk are exempt from ex-quota permit requirements. The following information must be provided to R.E. Rogers at least 7 working days prior to the arrival of the goods into the United States:

- Shipping Details (Bill of Lading & Flight Numbers)
- Types of Cheese/Dairy Products with Harmonic (Brussels) Code (If Known)
- Size and Type of Packing Used for Each Individual Item
- Description of Each Item by Weight, Dimension & Value
- Type of Animal from which the Material Originates
- Name & Address of the Manufacturer
- Description of Process Used to Make Material
- Country of Origin
- Common and trade names of products.

This information must also be listed on the shipper's invoice to avoid delays in FDA clearance. Please note that ex-quota permits will only be granted for shipments not exceeding 45 kilos per shipment per exhibitor. Obtaining the permit does not guarantee that the goods will be released. If necessary, we suggest that several smaller shipments, each shipped separately and under 45 kilos, be sent to insure that a sufficient amount of the material is cleared in time for the show. Our minimum charges would apply to each shipment. If the cheese or dairy product is made from the milk of two or more different animals, then the percentage of milk from each type of animal must be indicated on the shipper's invoice.

PASTA & NOODLES

Pasta and noodles from some countries in the E.U. are under quota and may require quota certificates (called P-1 & P-2 certificates) issued by the appropriate government agency in the country of origin if the quantity shipped exceeds 10 kilos per shipment. Generally this requirement is only for pasta and noodles made of durum wheat. However, as there are no exceptions to this requirement for amounts shipped in excess of 25 kilos, you should check with R.E. Rogers prior to shipping. Shipments of pasta or noodles that arrive without quota certificates, are in excess of 25 kilos net weight and are found to be quota material must be destroyed under Custom's supervision. We suggest that several small shipments be sent separately and less than 25 kilos net weight. Our minimum charges would apply to each shipment.

ALCOHOLIC BEVERAGES

As this show will be designated as an official international trade fair by the U.S. Department of Commerce, then a Federal Liquor Import Permit is not required. However, a state liquor license is required. R.E. Rogers will arrange for the temporary use of a state liquor license for a fee of $0.75/container of any size. It is imperative that the commercial or proforma invoices covering all shipments of alcoholic beverages list the following information:

- Type & Description of Beverage in English
- Harmonic (Brussels) Commodity Code of Each Type of Beverage
- Number of Containers of Each Type of Beverage
- Liquid Volume of the Container of Each Type of Beverage
- Value of Each Container
- Percentage of Alcohol by Volume or Proof of Each Type of Beverage

All containers must be marked **"FOR TRADE FAIR ONLY - SAMPLE NOT FOR SALE"**. Furthermore, each container must also be marked with the following statement:

GOVERNMENT WARNING:

- According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects.
- Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

The use of lead capsules on wine containers is unlawful in some states. Containers must be adequately packed to withstand rough handling to prevent breakage. Wooden crates with foam dividers are recommended. To prevent pilferage, do not indicate on marking of crates that they contain alcoholic beverages. R.E. Rogers is not responsible for breakage or loss due to inadequate packing or labeling.

I) Outbound Consignments

At the conclusion of this event, R.E. Rogers will be coordinating the outbound activities for all return shipments to their countries of origin. Customs exit formalities must be finalized before any international goods will be allowed to leave the United States. The R.E. Rogers on-site staff will discuss the appropriate arrangements with each exhibitor during the exhibition. If the outbound disposition of your goods and equipment is known in advance of the show, please notify the R.E. Rogers Torrance office at your earliest convenience.

Failure of the exhibitor or their agent to contact R.E. Rogers Inc. to make return arrangements will result in additional costs and delays. It is the responsibility of the exhibitor to properly pack and label their outbound cargo sufficiently to withstand the rigors of international transport. The exhibitor tenders their outbound cargo at their own risk. R.E. Rogers Inc.'s responsibility for the cargo begins upon receipt of the cargo in our outbound CFS or airport warehouse.

R.E. Rogers Inc. can also assist the exhibitor with their participation in other tradeshows, exhibitions and expositions throughout the United States, Canada and Mexico. Please contact any R.E. Rogers office or service partner for additional information about these and our other services.

J) Service Rates & Fees

Following is our tariff for our services. All rates are in U.S. Dollars. Special rate packages are available for large airfreight shipments in excess of 2000 chargeable kilos, full ocean container loads and full truckloads.

1. Import Services:

a. Inbound A.T.A. Carnet Endorsement: $165.00/carnet

b. Definitive Customs Entry Fee: $175.00/entry

c. Temporary (Tradefair) Customs Entry Fee: $275.00/entry

d. Perishable Freight Entry Surcharge: $225.00/Entry

e. Additional Shipper's Invoices (past one): $18.00 each

f. Additional Tariff Classifications (past three per invoice): $9.00 each

g. Import License/Permit: $325.00 each plus courier fees

h. Food & Drug Administration Clearance:
- Food & Beverage Products: $145.00/entry
- Other Products: $45.00/entry

i. U.S.D.A. APHIS Exam: $65.00 each + User Fees

j. State/Federal Liquor License Use Fee: $0.75/container of alcoholic beverage

k. Airport Transfer from Airline to Rogers' Warehouse: $0.18/actual kilo
Minimum = $25.00/Air Waybill

l. Inbound Showsite Coordination/Supervision Fee: $45.00/exhibitor
Minimum = $150.00/Shipment

m. Messenger Fee: $25.00/entry or carnet

n. Communications Fee: $30.00/entry or carnet

o. Courier Fees: At cost

p. Destination Terminal Handling or Other Collect Carrier Fees: At cost, Minimum = $45.00 per air or ocean bill of lading.

q. Import Surety Bond: Necessary if an A.T.A. carnet is not used.
- Minimum: $75.00/entry
- Definitive Import: 0.7% of the FOB value of the cargo
- Temporary Import: 1.6% of the FOB value of the cargo
- Maximum: Dependent on commodity

r. Duty, Tax & Customs User Fees, Estimated, Subject to Change: At cost plus cash advance fee determined by actual amount of duty, tax and user fees.

s. Delivery of Dry/Non-Perishable Cargo: Dependent on port or airport of arrival and delivery point (advance warehouse or showsite). Please contact R.E. Rogers Inc. for cost estimate. Indicate weight, measure, mode of transport and any special requirements (air-ride, flatbed, vanline, etc.).

Note: A delivery coordination fee is charged for any shipment routed by the shipper through their Carrier or Forwarder to Door Showsite or Advance Receiving Warehouse:

Ocean Freight: $150.00/Bill of Lading
Air Freight (Including all Free Domicile/Free House Shipments):
$50.00/Airwaybill

Notes: Prices include one hour of free waiting time. Prices based on use of standard, non-air-ride equipment during regular working hours unless otherwise specified. Special delivery or equipment surcharges may be due for pickups or deliveries made outside of regular working hours. Truck waiting time will be assessed at a rate of $65.00/hour or fraction thereof.

t. U.S. Food & Drug Administration Shipper Registration: $35.00/shipper

2. Showsite Services

In the United States, only the official general contractor appointed by the event organizer or management is allowed to physically move any cargo at the showsite, store empty packing material, provide forklifts, other handling equipment and labor or any other showsite services. R.E. Rogers can pay on behalf of the exhibitor their showsite material handling or drayage charges to the official general contractor on a cost plus a cash advance/handling charge provided the following conditions are met and understood by the exhibitor:

a Rate Structure: All charges actually billed will be based on estimated showsite material handling charges that are subject to change. Our cash advance/handling charges are based on a percentage of the total estimated showsite material handling charges. The exhibitor can pay their showsite material handling charges directly to the general contractor and avoid the payment of our cash advance/handling charges. Our cash advance/handling charges are based on the following schedule:

- Minimum: Cost plus $30.00
- Amounts equal to or less than $500.00: Cost plus 30%
- Amounts greater than $500.00 to equal to $2000.00: Cost plus 25%
- Amounts greater than $2000.00 to equal to $5000.00: Cost plus 22.5%
- Amounts greater than $5000.00 to equal to $10000.00: Cost plus 20%
- Amounts greater than $10000.00: Call for Estimate

b. Terms and Conditions: Following are our terms and conditions regarding showsite material handling and other showsite services. The exhibitor should also refer to the general contractor's information contained in the exhibitor service kit.

- The exhibitor understands that neither R.E. Rogers Inc. nor our agents, service partners, sister companies or other suppliers can be held responsible for the failure of the general contractor to perform showsite material handling, drayage or other showsite services in a responsible or timely manner. Complaints regarding these services should be directed to show management or the general contractor for resolution.

- The exhibitor understands that neither R.E. Rogers Inc. nor our agents, service partners or other suppliers are liable for any damage or loss that occurs while the freight is in the custody of the general contractor. All claims for loss or damage that may occur on or at the showsite should be made directly with the general contractor. Please note the terms and conditions of service as well as the limits of liability of the general contractor are usually published in the exhibitor service kit or indicated on the contractor's order forms.

- The exhibitor must supply R.E. Rogers Inc. with the general contractor's third party payment form that designates R.E. Rogers Inc. as the party paying the showsite material handling charges on behalf of the exhibitor. The form must be completely filled out with the exhibitor's credit card information and signed by the authorized credit card holder. The completed third party payment form must be sent to R.E. Rogers Inc. and the general contractor no later than one week prior to the load-in at the showsite.

- It is the responsibility of the exhibitor to arrange in advance for early move-in, late move-out, special handling equipment or other special services with the general contractor. These arrangements should be done in writing with copies given to R.E. Rogers Inc. R.E. Rogers Inc. can assist in the planning and coordination, but the ultimate responsibility lies with the exhibitor.

- It is the responsibility of the exhibitor to properly label their empty crates and other packing material with labels supplied by the general contractor. The exhibitor understands that R.E. Rogers Inc. is not responsible for the timely return of empty crates and other packing materials at the conclusion of the event. Nor is R.E. Rogers Inc. responsible for any item sent to storage that does not return. Complaints regarding empty storage and return should be directed to show management or the general contractor. As a guide, empty crates and packing material is generally returned to the exhibitor's booth within two to six hours of close of the event. The exhibitor should plan dismantling and travel plans accordingly.

- It is the responsibility of the exhibitor to properly pack, label and mark their outbound freight according to instructions received from R.E. Rogers Inc. The exhibitor understands that R.E. Rogers' liability for the freight begins when the cargo is placed on our designated carrier. Unless a R.E. Rogers representative is on-site, it is the responsibility of the exhibitor to properly file an outbound bill of lading with the general contractor that consigns the cargo according to instructions received from R.E. Rogers Inc. Failure of the exhibitor to contact R.E. Rogers Inc. for proper consignment instructions will result in needless delays and additional costs for which the exhibitor will be responsible.

- The exhibitor understands that all claims for loss or damage, complaints about deficient service and the correction of billing errors must be made prior to the conclusion of the show. Absolutely no changes can be made in the amounts due for showsite material handling and other services after the close of the event.

- The exhibitor understands and respects all union work rules and jurisdictions as described in the exhibitor service kit. The exhibitor will not tip, bribe nor otherwise induce any union member for the provision of any service. The exhibitor will report to show management any instance where a union member has solicited a tip or bribe. Any complaints regarding the actions or behavior of any union member should be reported by the exhibitor to show management.

- The exhibitor assumes all liability for any cargo placed on or near their booth by the contractor. Any claims for loss or theft of any exhibit material should be made to show management. Copies of any reports made should be given to R.E. Rogers Inc. for customs purposes. Failure to do so could result in the exhibitor having to pay duty, tax and customs user fees on the lost or missing material.

3. Export Services

a. Outbound A.T.A. Carnet Endorsement: $165.00/carnet

b. Cancellation of a Temporary (Tradefair) Customs Entry: $165.00/entry

c. Export Forwarding Fee:
- Ocean Freight: $125.00/bill of lading
- Air Freight: $45.00/airwaybill

d. Domestic Delivery Coordination: $25.00/outbound bill of lading

e. Air Export Airport Transfer Fees:
- Minimum: $25.00/airwaybill
- Rate: $0.18/chargeable kilo

f. Ocean LCL Bill of Lading Fee: $35.00/bill of lading

g. Messenger Fee: $25.00/bill of lading, carnet and/or airwaybill

h. Communications Fee: $30.00/bill of lading, carnet and/or airwaybill

i. Cancellation of Import Permit or License: $165.00 each

j. Delivery from Showsite to Port of Export: See item 's', section 1 above.

k. Outbound Showsite Coordination/Supervision Fee: $45.00/exhibitor
Minimum = $150.00/Shipment

Notes: Prices include one hour of free waiting time. Prices based on use of standard, non-air-ride equipment during regular working hours. Special delivery surcharges maybe due for pickups or deliveries made outside of regular working hours. Truck waiting time will be assessed at a rate of $65.00/hour or fraction thereof.

PLEASE NOTE THE FOLLOWING: Additional charges may be due for shipments that arrive after our arrival deadline dates as well as for overtime, special delivery, waiting time, intensive exams, unpacking, packing, storage, demurrage, blocking, bracing, other agency clearances, labor, multiple customs entries, truck waiting time, consolidated shipments containing cargo for several exhibitors requiring breakdown in our warehouse or at the showsite or for any other service not otherwise specified in our tariff. The actual charges associated with a shipment may differ from any written cost estimate given due to a change in the information, particulars or circumstances upon which the cost estimate was based. Subject to our terms, conditions, instructions and limits of liability. All rates are in U.S. Dollars.

K) Payment Terms

Payment of all estimated inbound charges must be received prior to filing of any customs entry. Payment of all estimated outbound charges must be received prior to the dispatch of the cargo from the United States. Credit terms may be available from official Rogers Worldwide offices, service partners and agents. Payment can be made via cash, traveler's checks, company checks drawn from an U.S. bank or American Express; we do not accept MasterCard or VISA. This is strictly enforced.

Our bank information is as follows:

R.E. Rogers Inc.
c/o Bank of America
Westchester Branch
8946 S. Sepulveda Blvd.
Los Angeles, CA 90045
Account # 03324 09569 – ABA Routing# 121 000 358

A copy of your confirmed bank transmittal receipt should be faxed to our Los Angeles office indicating our invoice number to insure that your payment is properly applied. In the event of non-payment, for any reason whatsoever, that should result in the use of collection agencies for recovery of outstanding monies, R.E. Rogers reserves the right to full recovery including any deductions of costs imposed by the aforesaid agencies. The exhibitor is ultimately responsible for all charges billed by R.E. Rogers regardless whether an agent, forwarder or other third party is involved in any way. All charges due R.E. Rogers Inc. must be paid in full before any claim for loss or damage will be processed, investigated or acknowledged.

L) Cargo Insurance

We can offer round-trip insurance for your exhibit material subject to various restrictions and deductions. Food and beverage items **cannot** be covered. Requests for coverage must be made in writing on your company's letterhead. Please contact this office for additional information. It is the responsibility of the exhibitor to arrange for adequate insurance coverage of their material while the cargo is in transit and in the custody of R.E. Rogers, the official drayage contractor or any other carriers, agents or vendors.

M) Recommended Agents

You will find attached a list of R.E. Rogers offices experienced in coordinating exhibition shipments. We suggest you contact one of these offices for your transportation services from point of origin to delivery to your booth. If there is not an R.E. Rogers Group or service partner office located in your country, please contact our Los Angeles office for advice about contacting our recommended service partner who is experienced in handling exhibition cargo. Should you choose to use your regular forwarding agent, please provide them with a copy of these instructions.

N) Limits of Liability

R.E. Rogers' liability for loss or damage of materials entrusted to them for shipment **EXCLUDING GLASS OR PERISHABLE MATERIAL OF ANY KIND** is limited to that of the carriers and/or agents employed to provide such services to a maximum of $50.00/package or the value of the cargo, whichever is less. R.E. Rogers Inc. is not liable for the loss or damage of any glass or perishable materials whatsoever. All work is undertaken at the owner's risk and otherwise in accordance with these shipping instructions and our terms and conditions, a copy of which is available upon request.

The aforementioned terms and conditions shall be construed according to the laws of the State of California. It is further agreed that jurisdiction and venue for any suit arising out of this transaction shall be in the Municipal or Superior Court of the State of California in the County of Los Angeles. It is further agreed that in the event of any suit to enforce any of the terms and conditions hereof, then in that instance the prevailing party shall be entitled to reasonable attorney's fees and costs as fixed by the court. It is the responsibility of the exhibitor to file a written preliminary notice of claim with R.E. Rogers Inc. before the close of the show to preserve their rights to make a formal claim at a later date.

O) Quality Service

R.E. Rogers, Inc., our overseas offices, agents, carriers and other vendors are committed to providing the best service for the fairest price. If the exhibitor feels that we have not fulfilled this commitment, please inform any of our Rogers Worldwide offices for an immediate response. Thank you for your business and we hope your participation is a great success!

ROGERS WORLDWIDE Group Offices & Service Partners

AUSTRALIA
Exposervice-Corrigans Sydney
Contact: Mark Richard
Tel: 61 29 759 8444
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markr@exposervice.com.au

Exposervice-Corrigans Melbourne
Contact: Brooke Lesko
Tel: 61 3 9330 3303
Fax: 61 3 9330 3337
brookel@exposerfvice.com.au

AUSTRIA
Poseidon Sped.
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Tel: 43 1 798 0350
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BELGIUM
Expo On The Move
Contact: Patrick Renard
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BRAZIL
WTB
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Fax: 55 11 3873 0821
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Fax: 86 21 62488204
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lars@onsitegroup.com

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samehco@intouch.com

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Fax: 33 1 4919 1591
l.canot@sdv.com

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Contact: Artur Kalkbrenner
Tel: 49 8271 80140
Fax: 49 8271 801490
pro-messe@t-online.de

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Fax: 91 11 694 9803
surjeet@rerogersindia.com

INDONESIA
Rogers Worldwide
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Tel: 62 21 420 5430
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DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

8002 Federal Office Building
550 Main Street
Cincinnati, Ohio 45202-3263

OCT 7 2002

805030:MDS
5100

Mr. Louis Kerpan, Jr.
R.E. Rogers, Inc.
23900 Hawthorne Boulevard, Suite 200
Torrance, California 90505

Dear Mr. Kerpan:

RE: WINTER FANCY FOODS
Moscone Convention Center
San Francisco, CA
January 19 - 21, 2003

This is in response to your correspondence, dated October 2, 2002, (copy enclosed), requesting a waiver from label approval for imported products and a waiver for R.E. Rogers, Inc. to have an importer's basic permit. You have requested these waivers for wine, beer and other alcoholic beverages being imported for use as samples during WINTER FANCY FOODS trade show, January 19 - 21, 2003, at Moscone Convention Center, San Francisco, CA.

Your request for waiver from labeling requirements and for the person importing the samples to have an importer's basic permit is approved provided you satisfy the following regulatory requirements:

a. All applicable taxes and duties have been paid on the imported products.

b. Each container of imported product bears a label stating "Samples Only - Not for Sale," or a similar such phrase displayed in a conspicuous manner.

Mr. Louis M. Kerpan, Jr.
R.E. Rogers, Inc.

c. Each container of imported product bears a label with the following health warning statement mandated by law:

Government Warning: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

d. If the product is wine, the label must state: "Contains Sulfites."

If you have any questions, contact Mary Savage, ATF Specialist, at 1-800-398-2282 or 513-684-2806. You may also write to the letterhead address.

Sincerely,

for Roger L. Bowling
Chief, National Revenue Center

Enclosures

UNITED STATES DEPARTMENT OF COMMERCE
International Trade Administration
Washington, D C. 20230

September 10, 2002

Mr. Maurice D. Poe
Exhibition Operations
R.E. Rogers Inc.
23900 Hawthorne Blvd., Ste. 200
Torrance, CA 90505

Dear Mr. Poe:

I am pleased to advise you that your application for certification under the Trade Fair Act of 1959 for the Winter Fancy Foods 2003, January 19-21, 2003, San Francisco, CA, has been approved.

The Commissioner of Customs has been notified by the Department of Commerce of this action. Please contact the appropriate U.S. Customs Service Office to arrange for a bond and other necessary details for entry and handling of foreign exhibits.

The enclosed information will be helpful in answering inquiries from the foreign exhibitors. Best wishes for the success of your show.

Sincerely,

Linda Harbaugh, Chairman
Trade Fair Act Committee

Enclosure

UNITED STATES DEPARTMENT OF COMMERCE
International Trade Administration
Washington, D C. 20230

September 10, 2002

Commissioner of Customs
U.S. Customs Service
1301 Constitution Avenue, NW
Washington, DC 20229

Dear Commissioner:

Application has been made under the provisions of the Trade Fair Act of 1959 and regulations issued by the Department of Commerce pursuant thereto, to have the WINTER FANCY FOODS 2003, designed as a Fair entitled to the privileges of the Act.

It has been determined that the public interest in promoting trade will be served by extending the privileges of the Act to this event.

The following information is supplied in accordance with the Act:

1. Name of the Fair: WINTER FANCY FOODS 2003

2. Site of the Fair: SAN FRANCISCO, CA

3. Dates of the Fair: The fair will open January 19, 2003 and will close January 21, 2003

4. Operator of the Fair: National Association for the Specialty Food Trade (NASFT)
120 Wall Street, 27th Floor
New York, NY 10005

Sincerely,

Linda K. Harbaugh
Chairman, Trade Fair Act
Committee

TRADE FAIR ACT OF 1959
INFORMATION FOR FAIR OPERATORS

As the operator of a fair which has been certified under the provisions of the Trade Fair Act of 1959, you are the sole consignee and importer of foreign exhibit items and are responsible for the cost of Customs supervision in connection with their entry and release.

If you have appointed a Customhouse broker to act as your representative, questions regarding packing, routine, storage, withdrawal, and documenting requirements can be directed to him. If not, the following information, which has been complied by the Trade Fair Act Committee United States Travel and Tourism Administration of the Department of Commerce in cooperation with the Customs Service, will assist you in answering inquiries.

ENTRY OF DUTY FREE EXHIBITS

Foreign exhibitors should consign their exhibit items to you at the port of Customs station designated by the Customs Service to serve the area in which the fair will be held. Shipments arriving at other U.S. Customs ports must be forwarded under a transportation bond for entry at the fair port.

PACKING AND MARKING OF CONTAINERS

In order to expedite the entry of exhibit items:

1. Goods which are to be sold or given away DURING the fair should be packed in a container separate from exhibit items or other goods which will remain until the fair closes.

2. Personal effects should be packed separately.

3. Identifying marks or numbers on packages must correspond to those on packing lists, and with information on Customs invoices. The exhibitor can obtain these invoices without charge at any U.S. Consulate

DOCUMENTATION REQUIREMENTS

1. Accurate, properly executed invoices must be furnished to you or your Customhouse broker by the foreign exhibitor before imported articles can be entered into the exhibition area.

2. An ordinary commercial invoice is acceptable for shipments valued at $500.00 or less; or for shipments of greater value where a special Customs invoice is not required.

3. A special Customs invoice is required for shipments valued at more than $500.00 where the merchandise is subject to a rate of duty dependent upon value.

4. All invoices must show:

   a. name and address of shipper;

   b. identifying marks and numbers on the packages;

   c. quantity of each imported item;

   d. full description of each article; e.g., it is not sufficient to list "1 vase". The invoice must indicate whether the vase is made of earthenware, porcelain, copper, brass, etc., as the tariff classification is based on the component material.

   e. weight or measure;

   f. unit price;

   g. total price.

5. A value must be shown for every item appearing on an invoice, including free samples and catalogs. The phrase "NO COMMERCIAL VALUE" should not be placed on an invoice.

SPECIAL REGULATION GOVERNING CERTAIN COMMODITIES

Your foreign exhibitors should consult the nearest U.S. Consular offices in their countries if they plan to exhibit foodstuffs, plants, livestock or beverages. Explosives, fireworks, and other materials which might be dangerous, injurious, or unhealthful, are excluded from entry.

DISPOSITION OF IMPORTED ARTICLES

At any time before, or within three months after the closing date of the fair (or the date the fail actually closes, if earlier) any article entered under the Trade Fair Act of 1959 may be reclassified for:

a. consumption;

b. warehousing;

c. use at another certified fair;

d. transfer to a Foreign Trade Zone;

e. abandonment to the U.S. Government;

f. destruction under Customs supervision;

g. export to country of origin, or to another foreign country. No article which has been entered under the Trade Fair Act may be consumed, sold, or removed from the bonded fairground until the provisions of Customs laws have been met and applicable duties and taxes paid. These duties and taxes are based on the original condition and rate in effect at the time of entry.

AUTOMATIC ABANDONMENT

If an article entered under the duty free provisions of the Trade Fair Act is still in Customs' custody three months after the closing date of the fair for which it was entered, it will be regarded as abandoned to the U.S. Government.

Sent to Sam/Exel SFO
On 12/21/01
Via Airborne

ROGERS
WORLDWIDE

Exhibition Transportation & On-site Handling Services

R.E. Rogers, Inc.
23900 Hawthorne Blvd., Suite 200
Torrance, CA 90505
Tel: (310) 378 4888 • Fax: (310) 378 4885
www.rerogers.com
E-mail: admin@rerogers.com
UNITED STATES

FDA IMPORTER AGREEMENT

ENTRY#: ARRIVAL DATE:

IMPORTER: R.E. Rogers Inc.
23900 Hawthorne Blvd., STE 200
Torrance, CA 90505

CONSIGNEE: Winter Fancy Food Show 2002 C/o: R.E. Rogers Inc.
C/o: Exel Global Logistics
2265 East El Segundo
El Segundo, CA 90245

PRODUCT DESCRIPTION: Sample foodstuffs including wine, cheese, bottled/canned vegetables, bottled seafood, olive oil, pasta, candy, and pastries.

TRADE FAIR: Winter Fancy Food Show 2002, January 20 – 22, 2002
Mescone Convention Center, San Francisco, CA.

SHOW HOURS: 10:00 AM – 5:00 PM, January 20 – 21, 2002
10:00 AM – 4:00 PM, January 22, 2002

By this letter, I do certify that the goods represented on the attached import log are intended solely for exhibition, display, sampling, demonstration, or photographic purposes. They will not be used for food or food service; will not be sold or given away; will not involve use on or by the public. All goods will be accounted for. A placard will be displayed at the point of display of each article which does not confirm to FDA regulations which states:

> *"This article is for display purposes only and not for sale, use or general consumption because it may not be in compliance with applicable regulations of the U.S. Food and Drug Administration"*

All remaining products will be destroyed under R.E. Rogers Inc. supervision. Copies of our disposal forms signed by each exhibitor and verified by R.E. Rogers Inc. indicating the disposition of the material entered will be forwarded to the FDA upon request. The FD-701's and associated invoices are in FDA's possessions.

NAME: L.M. Kerpan Jr.
TITLE: Director of Operations / Attorney In Fact

Signature: Louis M Kerpan Jr Date: 122101

FDA Approval: _____ Date: _____