

ADF & PCD 2018 GENERAL TERMS OF SALE AND EXHIBITION REGULATIONS

NB : This translation is supplied by way of information. As provided in article 15, the French version of these General Terms of Sale shall be the only authoritative text between the parties

1. PURPOSE AND SCOPE

These General Terms, which also constitute the Exhibition regulations, shall apply to all rentals of floor-space for the events called ADF (Aerosol & Dispensing Forum) and PCD2018 (Packaging of Perfume, Cosmetics & Design), hereinafter called the "Event, organized by EASYFAIRS ORIEX.

Hereinafter called "the Organizer", in addition to the sale of communication tools by the Organizer and shall govern said rentals and sales to the exclusion of any other document, in particular the Exhibitor's general terms of purchase.

By returning to the Organizer the request for admission, to which these General Terms are appended, the Exhibitor declares he/she has read and accepted said Terms. He/she thereby undertakes strictly to abide by same.

The Organizer reserves the right unilaterally to modify these General Terms at any time. Such modifications shall be set out in a written document given to the Exhibitors and shall immediately become legally binding.

2. ORGANIZATION OF THE EVENT

The organizer of the Event is:

EASYFAIRS ORIEX

29, rue de Trévis

75009 Paris

T. (+33) 01 40 22 72 72

Email : orieux@easyfairs.com

3. EVENT VENUE AND DATES

3.1. Event venue

Porte de Versailles - Hall 7 - 1 Place de la Porte de Versailles, 75015 Paris - France

3.2. Event dates - Stand set-up, public opening hours and stand dismantling

The Organizer shall determine the schedule for stand set-up and installation prior to the opening of the Event.

He shall also determine the schedule for dismantling the stands, removing the equipment, material and products and clearing the area at the end of the Event.

The stands allocated shall be set up and fitted out on Tuesday 30 January 2018 and occupied permanently by the Exhibitor on Wednesday 31st & Thursday 1st January 2018 in accordance with the following timetable:

Exhibitor set-up: Tuesday 30th January 2018 from 4.00PM to 8.00PM and Wednesday 31st January from 7.00AM to 8.30AM.

Public opening hours: Wednesday 31st January 2018 to 8.45 AM to 7.30PM and Thursday 1st January 2017 to 8.45AM to 5.00PM

Dismantling: Thursday 1st January 2018, Closing of the exhibition 5.00PM, departure of the exhibitors.

In the event the exhibitor fails to carry out the dismantling, removal and/or clearing in accordance with said timetable, the Organizer may have such steps taken at the expense and risks of the exhibitor.

Failure by an Exhibitor to comply with the deadline for occupying floor space shall automatically entitle the Organizer to claim payment of penalties for delay and damages.

The Organizer reserves the right at any time and in the absence of recourse by the Exhibitor to make such changes as are useful or necessary for the smooth functioning of the Event, in particular changes of stand time, location or fittings and changes of schedule, room, location.

4. REQUEST FOR ADMISSION

An Exhibitor who wishes to participate in the Event shall send the Organizer a request for admission.

Said request for admission, to which these Regulations and General Terms are appended, shall be returned by the Exhibitor duly completed, dated and signed, together with the portion of payment due, to the Organizer before the deadline set out in the request and/or in these regulations.

Unless the Organizer refuses the participation requested, the sending of said request for admission shall constitute a firm, irrevocable commitment to participate in the Event and to pay the full price of the stand rental and related costs.

After acceptance by the Organizer, a copy of the request for admission accepted and signed by the Organizer will be returned to the Exhibitor.

The Organizer reserves the right to refuse a request for admission without having to specify the grounds.

In the event of failure to accept, the sums paid by the Exhibitor shall be reimbursed to same in accordance with the cancellation clause below.

Stand locations are allocated in chronological order upon receipt of the requests for admission.

For the 2018 edition, specific rates conditions will be established for 2017 exhibitors confirming their 2018 participation, on the 2017 edition. General terms of sales are applicable for the 2018 reservations.

5. STAND RENTAL

5.1. Exhibition locations

Stand rental with a view to participating in the Event is a temporary occupancy agreement. It enables the exhibitor to display products and/or present services and shall in no way be construed as granting tenancy of real estate property.

Two categories of stands are offered for rental:

Single stand:

- DIMENSIONS: 6sqm.

According to the setting up of your booth, the 1sqm2 storage is built behind your stand. Access doors to storage area are on the side, in the space "between" the stands, or can be directly accessed from the stand (choice of the format on a first-come-first served basis).

- EQUIPMENTS: white walls, 1 halogen spotlight, electricity for lighting and charging mobile phone and laptop(1KW), carpet, insurance, cleaning, Wi-Fi connection + lunches for 2 people per day + lunches for four people per day + unlimited exhibitors badges with access to conferences.

Double stand:

- DIMENSIONS: 12 sqm

The 2sqm2 storage is built behind your stand. Access doors to storage area are on the side, in the space «between » the stands, or can be directly accessed from the stand.

- EQUIPMENTS: white walls, 2 halogen spotlight, electricity for lighting and charging mobile phone and laptop(1KW), carpet, insurance, cleaning, Wi-Fi connection + lunches for four people per day + unlimited exhibitors badges with access to conferences.

Decoration, transport, transport insurance, removal and storage of empty packaging, flowers, installing and distribution of liquids on the stand, telephone, fax machine, etc. are not included.

5.2. Additional services

The exhibitor may order from or through the Organizer additional communication tools, as detailed in the advertisement orders appended to the request for admission and in accordance with article 9 of these General Terms on advertisement insertions.

Additional fittings, such as stand decoration, power supply, furniture, flowers, telephone, additional exhibitor badges, etc. may also be ordered from the Organizer and various suppliers using the order forms that will be sent to the Exhibitor with his/her technical brief in September 2017.

6. TERMS OF PAYMENT

Any application form shall be accompanied by a payment fee bank transfer or cheque representing 50% of the total amount of the stand price. The balance shall be paid before 31 October 2017.

In the case of requests for booking sent to the Organizer as of 1st September 2017, full payment by cheque or bank transfer is required.

Payments from abroad shall be made exclusively by bank transfer.

Cheques will be cashed upon receipt for the sake of ease of handling and safety, but the request will be deemed to have been accepted only after signature by the Organizer and sending of the contract back to the exhibitor, in accordance with article 2 - Registration of those present.

Any delay in payment of sums due shall automatically give rise to penalties for late payment equal to three (3) times the legal interest rate on the sums due; the entire debt shall immediately fall due.

In the event of delay in payment of an invoice, the debtor shall incur a set charge of 50 euros, not including VAT, by way of compensation for recovery costs, in addition to the above-mentioned penalties for late payment; this shall in no way preclude a claim for legal compensation.

Furthermore, in the event of delay in payment, the Organizer reserves the right to suspend or cancel outstanding orders; delays in payment shall be construed as cancellation, leading to payment of the cancellation costs stipulated in the article below; the client shall not be entitled to claim compensation of any kind in accordance with the provisions of article 7.1 below - Cancellation of participation in the Event.

7. CANCELLATION OF PARTICIPATION IN THE EVENT

7.1. Cancellation by the Exhibitor

Cancellation of all or part of the services ordered by the Exhibitor, which shall be signified to the Organizer by registered letter with acknowledgment of receipt, shall give rise to a cancellation fee to compensate the Organizer for the loss sustained as a result of the non-availability of the location rented, in accordance with the following terms and conditions:

In the event the Organizer receives written notice of cancellation before the 31 October 2017, the Exhibitor shall immediately become legally liable for payment of a cancellation fee amounting to fifty (50%) of the total cost of the location and, where applicable, any other services ordered from the Organizer;

In the event the Organizer receives written notice of cancellation on or after the 31 October 2017, the Exhibitor shall immediately become legally liable for payment of a cancellation fee amounting to the full cost of the location and, where applicable, any other services ordered from the Organizer.

Amounts already paid by the Exhibitor to the Organizer in order to participate in the Event, which are not refundable as a result of the firm and irrevocable commitment of the Exhibitor upon sending the request for admission, may be deducted from said cancellation fee.

In the event the cancellation fee exceeds the total amount already paid by the Exhibitor to the Organizer, the Exhibitor shall immediately pay the balance.

In the event the payments already made by the Exhibitor to the Organizer exceed the cancellation fee, the Organizer shall immediately reimburse the Exhibitor for the difference.

In the event the written notice of cancellation is received after the 30 November 2017, the Exhibitor shall, in addition, pay for the costs of decorating the stand rented incurred for him by the Organizer, within the bounds of reason and as substantiated by the Organizer.

7.2. Non-presence of the exhibitor during the Event

Except prior written authorization, in the event the location booked is not occupied by the Exhibitor by 8pm on Tuesday 30 January 2017, the Exhibitor will be deemed to have cancelled his/her participation at the Event.

In this case, the Organizer will be entitled to use the stand as he sees fit and the Exhibitor shall pay to the Organizer such amounts as would have been due had he/she formally cancelled his/her participation at the Event at that date, even if the stand is finally rented to another Exhibitor by the Organizer.

7.3. Cancellation by the Organizer

Participation by the Exhibitor at the Event may also be suspended or cancelled by the Organizer in the event of failure by the Exhibitor to abide by the his/her obligations pursuant to these General Terms, and in particular, in the event of failure to pay the services ordered, non-compliant fittings, failure to respect safety rules, failure to occupy the stand, 24 hours after receipt by the Exhibitor of notice of such failing sent to him by the Organizer and in the absence of rectification of said failing within 24 hours.

In this case, the Exhibitor shall be liable for payment of the cancellation fee, on the date of cancellation signified by the Organizer, in accordance with the terms and conditions of article 7.1 above, without prejudice to such damages and compensation the Organizer shall be entitled to claim as a result of the Exhibitor's failings

Furthermore, in the event the Organizer has to take steps and incurs costs, in particular in the case of legal proceedings, to uphold his rights and obtain reparation for the failings of an Exhibitor, all the costs and expenses relating thereto shall be reimbursed by the Exhibitor, including lawyer's fees, within the bounds of reason.

8. TERMS AND CONDITIONS OF STAND

OCCUPATION

8.1. Sub-rental and transfer

In the absence of the prior written agreement of the Organizer, the Exhibitor shall not be entitled to transfer, sub-rent or share, for free or subject to consideration, all or part of the exhibition floor space rented and the rights and obligations flowing therefrom.

8.2. Fitting out and decoration of stands

Apart from the stand fittings provided for in article 5.1 and included in the rental of the location, stand decoration is at the discretion of the Exhibitor; the services offered in this respect by the Organizer are set out in the exhibitor's guide.

Special fittings must be requested in writing before the 30 November 2017 and authorized in advance, in writing, by the Organizer.

Notwithstanding the above, the Organizer reserves the right to have fittings that impair the general appearance of the event or the circulation of the public or which bother neighboring exhibitors modified or removed.

The specific decoration of the stands is done by the Exhibitors under their exclusive responsibility.

Exhibitors shall leave the locations, decoration, material and equipment made available to them in their original state.

8.3. Safety

In general, Exhibitors are bound by the laws and regulations that apply to fairs, exhibitions and trade shows in addition to the safety instructions issued by the prefecture and such rules that apply to the premises where the Event is taking place. The Organizer reserves the right to oversee compliance with said measures.

Supervision comes under the control of the Organizer; his decisions concerning application of safety rules shall be implemented immediately.

In particular, and while this list is not complete, it is recalled that:

- The use of audio systems is authorized, provided the sound is not audible beyond 90 cm in the aisle or in the neighboring locations and that it be directed toward the exhibitor's stand,

Smoke extractors and fire hose activators (so-called RIA) must be accessible to security staff at all times.

Only fireproof, incombustible (M0) and non-flammable (M1) materials are authorized.

- Machines used for demonstration purposes must be fitted with a safety device and be silent.

- The distribution of documents, objects, etc. outside the stand is strictly forbidden.

The Organizer reserves the right to check the safety of items displayed and, if necessary, to remove dangerous items at the expense of the Exhibitor, who shall have no recourse and no right to compensation whatsoever.

9. ADVERTISEMENT INSERTIONS

In the event of requests for advertisement insertions, the Exhibitor shall submit the digital files before the date stipulated on the order form (in accordance with the Exhibitor's technical brief)

Information sent after said date cannot be taken into account.

Only advertisement orders complete with payment will be taken into account.

Upon receipt and after acceptance by the Organizer, the invoice and a copy of the advertisement order will be sent to the Exhibitor.

The Organizer reserves the right to refuse advertisements without having to justify his decision.

Advertisement orders are processed in accordance with the rates set out in the request for admission.

The Organizer shall take due care properly to insert the advertisements and/or texts ordered by his clients and shall endeavor, in the event of difficulties, to offer the Exhibitor a satisfactory solution. Any error or omission in the corpus of the advertisement will entitle the Exhibitor to reimbursement of the sums already paid only.

The Exhibitor shall be fully responsible for the phone numbers, titles, headings, texts, drawings, photographs, logos and brand names published in the communication tools orders, which he declares to be fully authorized to use. The Exhibitor thus guarantees the Organizer against any consequences, and in particular, any sentences that may result from action by third parties in this respect.

Sales of communication tools not conducted directly with the Organizer shall be subject to the general terms and conditions set out in the order forms of such advertising agencies or advertisers and shall in no way bind the Organizer, unless otherwise agreed by the Organizer in writing.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Right of reproduction and representation

The Exhibitor gives the Organizer the right to reproduce and represent his distinctive signs (name, company name, commercial name, brand, trade name, logo, products, services, etc.) on all the Event communication media, whether digital or printed, in addition to any promotional campaign organized by the Organizer.

By signing the request for admission, the Exhibitor authorizes the Organizer to use and represent his name, image and other distinctive signs (commercial name, brand, trade name, logo, products, services, etc.) on all his communication media, whether digital or printed, for advertising purposes or to promote the Event.

Said Exhibitor who has given his authorization shall first have ensured, where applicable, that he also received that of his employees and subcontractors.

In the event the Exhibitor has given his authorization, the liability of the Organizer and other persons linked to the Organizer may not be invoked following the dissemination of his name, image and other distinctive signs (commercial name, brand, trade name, logo, products, services, etc.), for the purposes of the Event in France and /or abroad, in digital and/or printed format.

10.2. Right of access and rectification

An Exhibitor who has sent an order form to benefit from the communication tool services offered by the Organizer shall have a right of access, modification, rectification and deletion of his/her data. Such requests shall be sent to the following address:

EASYFAIRS ORIEX

29, rue de Tréville

75009, Paris

10.3. Event catalogue

The Organizer has the exclusive right to publish the official catalogue of the Event and also reserves the right to publish other printed material.

The organizer is the sole owner of the rights to publish and sell the Exhibitors' catalogue, in addition to the rights concerning advertising contained in said catalogue.

The information required to draft the catalogue is provided by the Exhibitor under his/her responsibility. The Organizer may not be held responsible for such omissions or errors in reproduction, composition, etc. that may occur.

11. INSURANCES

11.1. Insurance of the Organizer

The Organizer is insured against the financial consequences of his civil liability as Organizer.

11.2. INSURANCE OF THE EXHIBITOR

The Exhibitor declares to be insured with a company known to be solvent for his/her civil liability. The exhibitor will provide proof of insurance comprising a waiver of recourse against the organizer.

The Organizer shall take out, on behalf of the Exhibitor, comprehensive Exhibition insurance cover; a copy of the policy may be consulted upon request to the Organizer at the time the booking contract is signed.

11.3. Additional Insurance

Exhibitors may request additional insurance for an extra premium.

To be valid, this additional coverage must be requested 48h before the opening of the Event with the corresponding payment attached (see form in the Exhibitor file).

12. FORCE MAJEURE

The Exhibitor undertakes to pay the price of the services ordered in full even in the event of cancellation, delay or change of venue as a result of riots, strikes, civil strife, acts of war, force majeure or any other reason beyond the control of the Organizer.

In the event of cancellation of all or part of the duration of the Event for reasons of force majeure, the Exhibitor shall not be entitled to any form of compensation or damages whatsoever.

13. LIABILITIES

13.1. Material, equipment and building

The Exhibitor shall remain liable for all equipment and material, be it his/her own or rented, during transport and handling both inside the premises where the Event is being held and outside, and for any damage or loss caused by him/her or his/her principals.

The Exhibitor is personally liable and liable on behalf of the enterprises working for him/her for any damage caused to the building during the transport, installation, functioning or removal of his/her material and equipment.

13.2. Electrical fittings

With the exception of lighting, electrical power is provided at the request of the exhibitor and under his/her responsibility. In the event of tampering with the connection seals or fraudulent action pertaining to the gauging of fuses, the exhibitor shall be fully liable.

Fraud shall be punishable and shall result in the disconnection of electrical power for no less than one day. In the event of blown fuses in the Exhibitor's box, they may only be replaced by a representative of a duly authorized company.

In general, all connections between stands and electricity, telephone and water distribution networks are made at the expense and under the exclusive responsibility of the Exhibitors who so request within the requisite deadlines.

13.3. Rules that apply to the activity of Exhibitors

Exhibitors shall comply with the rules that apply to their activity and the products and services marketed, and shall be responsible for their commercial offers in addition to the accuracy of all information provided to the Organizer, in particular for the communication tools of the Event.

Exhibitors shall guarantee the Organizer against the consequences of any recourse or claim files by third parties in this respect.

13.4. Liability of the Organizer

Any damage, including commercial damage or impairment of use, suffered by the Exhibitor, for which the Organizer is not directly responsible may in no way come under the liability of the Organizer. Subject to legal and regulatory provisions, the overall liability of the Organizer in the provision of a stand and/or the sale of communication tools is expressly limited to the sums paid by the Exhibitor for said purpose.

14. CUSTOMS CLEARANCE

Exhibitors shall clear any material, equipment or product from abroad through customs.

The Organizer shall in no way be held liable for difficulties of any kind that may arise during customs clearance.

15. FRENCH LANGUAGE

The French version of these General Terms of Sale shall be the only authoritative text between the parties.

16. APPLICABLE LAW AND JURISDICTION

Any dispute or difficulty arising from the interpretation or implementation of these terms shall be subject to French law and