

GENERAL RULES & REGULATIONS

1. PURPOSE AND SCOPE

These General Terms, which also constitute the Exhibition regulations, shall apply to all rentals of floorspace for the event called ADF&PCD_NY, hereinafter called the "Event", organized by EFI US Inc., hereinafter called "the Organizer", in addition to the sale of advertising 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 exhibitor booth, to which these General Terms are appended, the Exhibitor declares that he/she/it has read, accepted and shall strictly abide by said Terms.

The Organizer reserves the right unilaterally to modify these General Terms at any time. Such modifications shall be set forth 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:

EFI US Inc. 228 East 45th Street, Suite 9E,
New York, NY 10017, USA

3. EVENT VENUE AND DATES

3.1. Event venue

The Altman Building & Metropolitan Pavilion,
135 West 18th Street, New York, NY, 10011
September 6 and 7, 2017

3.2. Event dates – Booth set-up, public opening hours and Booth dismantling

The Organizer shall determine the schedule for Booth set-up and installation prior to the opening of the Event. The organizer shall also determine the schedule for dismantling the Booths, removing the equipment, material and products and clearing the area at the end of the Event.

The booths allocated shall be set up and fitted out on Monday 4 September 2017 and occupied permanently by the Exhibitor on Tuesday 6 and Wednesday 7 2017 in accordance with the following timetable:

Exhibitor set-up: Monday 4 September 2017 [from 2pm to 8pm] and Tuesday 6 September [from 7am to 8.30am]
Tuesday 6 and Wednesday 7 September : public opening 9am to 6pm both days.

Dismantling : Wednesday 7 September 2017 closing hours [6pm], exhibitors departure [6:30pm to 7.30pm]. 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 risk of the Exhibitor.

Failure by an Exhibitor to comply with the deadline for vacating floorspace shall automatically entitle the Organizer to payment for costs in connection with the delay and any 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 Booth times, location or fittings and changes of schedule, room, location.

The City of New York has several major unions that have jurisdiction over trade shows. All exhibitors must abide by union regulations.

4. REQUEST FOR EXHIBITOR BOOTH

An Exhibitor who wishes to participate in the Event shall send the Organizer a request for exhibitor booth. Said request for exhibitor booth, to which these 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 General Terms.

Unless the Organizer refuses an Exhibitor's participation request, the sending of said request for exhibitor booth shall constitute a firm irrevocable commitment to participate in the Event and to pay the full price of the Booth rental and related costs.

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

The Organizer reserves the right to refuse a request for exhibitor booth 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.

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

5. BOOTH RENTAL

5.1. Exhibition Locations and Advertising Services included in the Booth Packages

Booth 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 Booths are offered for rental:

BOOTH PACKAGE

Single Booth Size: 3m x 2m x 2.4m H (9'.8 x 6'.5 x 7'.8 H)
Double Booth Size: 6m x 2m x 2.4m H (19'.6 x 6'.5 x 7'.8 H)
Includes:

- White Walls, 2 Halogen Spotlights, 1 Table, 3 Chairs, 3 wall mounted shelves, 1 Waste Basket, Carpeting, Cleaning, WiFi
- Double Booth also includes 1 Display Case and 2 Extra Halogen Spotlights
- Complimentary Breakfast, Lunch and Refreshments for You and Your Clients
- Opportunity to Present your Expertise at a Seminar
- Access for You and Your Team to attend Seminars
- Invitation to enter ADF-PCD New York Packaging Innovation Awards
- Your Company listed in the Pre-Event Program, Website and Show Catalog
- Printed Invitations + E-Vites for Clients available
- Other Advertising and Promotional Opportunities
- Decoration, transport, transport insurance, removal and storage of empty packaging, flowers, telephone, fax machine, etc. are not included.

5.2. Additional services

The Exhibitor may order from the Organizer additional advertising tools, as detailed in the advertising forms.

Additional fittings such as booth decoration, power supply furniture, flowers, etc. may also be ordered by the Organizer. Order Forms will be in exhibitor kit to follow.

6. TERMS OF PAYMENT

A check or bank transfer in the amount of 50% of the total booking fee shall be sent to the Organizer together with the request for exhibitor booth. The balance shall be paid before 31 May 2017.

In the case of requests for booking sent to the Organizer after June 1, 2017 full payment is required

Payments from abroad shall be made exclusively by bank transfer.

Check will be cashed upon receipt, but the request will be deemed to have been accepted only after a fully executed contract, signed by the Organizer, is provided to the Exhibitor.

Any delay in payment of sums due shall automatically require the Exhibitor to pay the Organizer a fee for late payment equal to three (3) times the legal interest rate on the sums due; the entire debt shall immediately become due. Furthermore, in the event of delay in payment, the Organizer reserves the right to suspend or cancel your booth order; delays in payment shall be construed as cancellation, leading to payment of the cancellation costs stipulated in the article below; the Exhibitor 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

The Exhibitor shall provide the Organizer written notice of cancellation of all or part of the services ordered, by certified mail, return receipt requested. An Exhibitor's cancellation shall give rise to a cancellation fee to compensate the Organizer for the loss sustained as a result of the nonavailability of the location rented, in accordance with the following terms and conditions:

In the event the Organizer receives written notice of cancellation on or before the 31 May 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 July 1, 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 exhibitor booth, 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.

7.2. Non-presence of the Exhibitor during the Event

Unless the Exhibitor obtained prior written authorization from the Organizer, in the event the location booked is not occupied by the Exhibitor by [9am] on Tuesday 6 September 2017, the Exhibitor will be deemed to have cancelled his/her participation at the Event.

The Organizer will then be entitled to use the Booth as it 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 Booth is rented to another Exhibitor.

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 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 Booth, 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 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 its 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.

8. TERMS AND CONDITIONS OF BOOTH OCCUPATION

8.1. Sub-rental and transfer

In the absence of a prior written agreement with 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 floorspace rented and the rights and obligations flowing therefrom

8.2. Fitting out and decoration of Booths

Apart from the Booth fittings provided for in article 5.1 and included in the rental of the location, Booth 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 things must be requested in writing before the July 1, 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 nearby exhibitors modified or removed.

The specific decoration of the Booths 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 New York 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; its decisions concerning application of safety rules shall be implemented immediately.

In particular, the Exhibitors shall comply with the following:

- The use of audio systems is authorized, provided the sound is not audible beyond in the aisle or in the neighboring locations and that it be directed toward the Exhibitor's Booth.
- Only flameproof materials and decoration may be used.
- Machines used for demonstration purposes must be fitted with a safety device and be silent.
- The distribution of documents, objects, etc. outside the Booth is strictly forbidden.
- Writing must comply with local fire department and conference facility rules.
- Aisles and fire exits must not be blocked by exhibits.
- All packing containers, wrapping materials, etc., are to be removed from the exhibit floor and may not be stored under tables/behind exhibits.
- Open flames, butane gas and oxygen tanks are not permitted.

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.

8.4. Cash & Carry

Retail sales are strictly prohibited during the Event. Violation of this rule will result in Exhibitor's Booth being repossessed by the Organizer. Subject to the foregoing, the distribution of samples, souvenirs, publications, etc., or other sales or sales promotions activities must be conducted by Exhibitor only from within its Booth. The distribution of any articles that interferes with the activities of, or obstructs access to, neighboring Booths, or that obstructs aisles, is prohibited. No article containing any product other than the product or materials made or possessed or used by Exhibitor in its product or services may be distributed except by written permission of the Organizer. In no event shall Exhibitor use its Booth to promote any other exhibition or conference. The Exhibitor shall conduct and operate its exhibit so as not to annoy, endanger or interfere with the rights of other exhibitors and visitors. Any practice resulting in complaints from any other exhibitor or any visitor which, in the opinion of the Organizer, interferes with the right of other or exposes them to annoyance or danger, may in its sole discretion be prohibited by the Organizer.

8.5. Social Functions & Activities

Social functions and other activities sponsored by Exhibitors cannot be held during exhibit hours or in conflict with any scheduled meetings or activities sponsored by the Organizer. Requests for social functions and other activities must be submitted in writing and are subject to approval by the Organizer.

Raffles and drawings are not permitted at the event.

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).

Only advertisement orders complete with payment will be accepted. Upon receipt and after 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 its decision.

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

The Organizer shall insert the advertisements and/or texts in the event of difficulties, to offer the Exhibitor a satisfactory solution. Any error or omission in 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 advertising tools orders, which he/she or it declares to be fully authorized to use. The Exhibitor thus indemnifies the Organizer against any consequences, and in particular, any judgments that may result from action by third parties in this respect.

Sales of advertising tools not conducted directly with the Organizer shall be subject to the general terms and conditions set forth 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. Reproduction and representation rights

The Exhibitor gives the Organizer the right to reproduce and represent his/her/its distinctive signs (name, company or business name, trade name, brand name, logo, etc.) for the entire duration of the Event and for any advertising campaigns organized by the Organizer.

10.2. Event Catalog

The Organizer has the exclusive right to publish the official catalog 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' catalog, in addition to the rights concerning advertising contained in said catalog.

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

11. INSURANCE

11.1. Insurance of the Organizer

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

11.2. Insurance of the Exhibitor

The Exhibitor declares to be insured with a company known to be solvent for its civil liability and products. The Exhibitor will provide proof of insurance comprising a waiver of recourse against the Organizer.

12. FORCE MAJEURE / ACT OF GOD

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, acts of God 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 agents working for him/her for any damage caused to the building during the transport, installation, functioning or removal of his/her material and equipment.

If more than one party is the Exhibitor, each party shall be jointly and severally liable.

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.

In general, all connections between Booths and electricity, telephone 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 advertising tools of the Event.

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

13.4. Liability of the Organizer

The Organizer shall not be liable for any damage, including commercial damage or impairment of use, suffered by the Exhibitor, for which the Organizer is not directly responsible. Subject to legal and regulatory provisions, the liability of the Organizer in the provision of a Booth and/or the sale of advertising tools is expressly limited to the sums paid by the Exhibitor for said purpose.

Neither the Organizer or any of its officers, agents, employees, or other representatives shall be held liable for, and the same hereby released from liability for, any damage, loss, harm or injury to the persons or property of the Exhibitor or any of its officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause.

The Exhibitor shall indemnify, defend, and protect the Organizer against, and hold and save the Organizer harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of, the Exhibitor, or any of its officers, agents, employees of other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these General Terms, and claims of damage or loss to any third party resulting from any infringement of a copyright or patent or the unauthorized use of a registered trademark.

In the event that, because of war, fire, strike, exhibit facility construction or renovation project, government regulation, public catastrophe, act of God or public enemy or other cause beyond the control of the Organizer, the Event or any part thereof is prevented from being held, is cancelled by the Organizer, or the exhibit space becomes unavailable, the Organizer in its sole discretion, shall determine and refund to the Exhibitor its proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by the Organizer and reasonable compensation to the Organizer, but in no case shall the amount of the refund to the Exhibitor exceed the amount of the exhibit fee paid.

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. AMERICANS WITH DISABILITIES ACT

Exhibitor acknowledges and agrees that the Event and its exhibition space will be a public accommodation as defined under Title III of the Americans with Disabilities Act ("ADA"). As a public accommodation, Exhibitor agrees that in connection with the Event, Exhibitor will (i) provide, at its expense, any auxiliary aids and services as may be necessary to ensure effective communication with Exhibitor by attendees of the Event; (ii) assure, at its expense, that displays posted at or on Exhibitor's exhibition space(s) are accessible to individuals with disabilities; and (iii) not discriminate or retaliate against any individual in violation of the ADA.

16. APPLICABLE LAW AND JURISDICTION

Exhibitor shall comply with all applicable laws, rules and license requirements of any governmental bureau or authority having jurisdiction over the Event premises, including but not limited to, those pertaining to equal opportunity employment.

These General Terms shall be governed by, interpreted, construed and enforced under and in accordance with, the internal laws of the State of New York, without regard to choice of law principles thereof. Any controversy involving the construction or application of any of the terms, covenants, or conditions of these General Terms will be submitted to arbitration in accordance with the Expedited Procedures and Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; provided however, that nothing in this paragraph shall prevent any party from commencing judicial proceedings for injunctive or other equitable relief. Any arbitration in accordance with this paragraph shall take place in New York City