

Please read these Terms carefully as they contain important information. These Terms set out the terms and conditions on which the Exhibitor books a space to exhibit at an Exhibition (defined below) organised by Easyfairs Oriex

## 1. Definitions

1.1 In these Terms the following words shall have the following meanings:

**Booking Form:** the booking form issued by the Organiser for the purposes of placing a Booking or such other form of application approved by the Organiser and made by the Exhibitor for a Booking.

**Booking:** a booking by the Exhibitor to book a Space to exhibit at the Exhibition.

**Breakdown Period:** the period for the removal of all Exhibits and Stands from the Venue.

**Build-up Period:** the period for the delivery and installation of all Exhibits and Stands at the Venue.

**Business Day:** every day of the week except Saturdays, Sundays and other public and French bank holidays.

**Charges:** any charges other than the Fees payable by the Exhibitor to the Organiser for Services.

**Contract:** the contract between the Organiser and Exhibitor in respect of the Booking and Services, incorporating these Terms.

**Data Protection Laws:** data protection legislation applicable to France from time to time, including the “Loi Informatique et Liberté” dated 6th January 1978, and EU General Data Protection Regulation ((EU) 2016/679).

**Demand:** any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, damage, compensation, outgoing, penalty or proceeding.

**Exhibition:** the event, exhibition, show, fair or other event held by the Organiser referred to in the Booking Form or in respect of which is the subject of a Booking.

**Exhibitor:** the person identified as the exhibitor on the Booking Form or who otherwise submits an application for a Booking, and who is allocated Space pursuant to the Contract.

**Exhibitors Manual:** the Organiser’s manual for the Exhibition.

**Exhibits:** any material, article or item of the Exhibitor or its Representatives and permitted by the Organiser to be exhibited.

**Fees:** the total sums payable by the Exhibitor to the Organiser for the Booking and allocation of the Space.

**Material:** any or all material, content and/or information requested by the Organiser and/or submitted by the Exhibitor to the Organiser for use in connection with the Exhibition.

**Organiser:** Easyfairs Oriex (SASU, RCS number 501 395 503 whose registered office is at 49 Rue de Trévisse 75009 PARIS, France) including any group companies engaged by the Organiser to manage the Exhibition on its behalf.

**Regulations:** the regulations contained in the Exhibitors Manual and any additional regulations issued by the Venue Owner in relation to exhibitions held at the Venue.

**Representatives:** the directors, employees, contractors, subcontractors, agents, consultants or other representatives of either party.

**Services:** additional services provided by the Organiser to the Exhibitor in connection with the Exhibition as identified on the Booking Form or as otherwise ordered by the Exhibitor and accepted by the Organiser.

**Space:** the areas of floor space at the Exhibition allocated to the Exhibitor under the Contract.

**Stand:** any structure, platform or other erection located at the Space for the Exhibitor’s purposes at the Exhibition.

**Terms:** these terms and conditions, any Exhibition Manual and any Regulations.

**Venue:** the location and halls where the Exhibition will take place.

**Venue Owner:** the owner, operator and/or manager of the Venue.

1.2 In these Terms the following rules of interpretation apply to the Contract:

(a) clause headings shall not affect the interpretation of the Contract;

(b) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(c) a reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established;

(d) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;

(e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;

(f) the Contract shall be binding on, and enure to the benefit of, the parties to the Contract and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party’s personal representatives, successors and permitted assigns;

(g) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

(h) a reference to **writing** or **written** includes fax and email;

(i) any obligation on a party not to do something includes an obligation not to allow that thing to be done;

(j) a reference to **the Contract** or to any other agreement or document referred to in the Contract is a reference of the Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time; and

(k) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. Agreement - Booking of Space

2.1 These Terms govern all Contracts and Bookings to the exclusion of any other terms and conditions.

2.2 A Booking must be made on the Booking Form which must be completed in full, contain all information required by the Organiser and be signed on behalf of the Exhibitor. The Organiser may at its sole discretion accept Bookings by other means (including written, oral or electronic means) provided that these Terms shall apply to all applications for Bookings and the Contract.

2.3 By submitting a Booking Form or such other application for a Booking accepted by the Organiser, the Exhibitor agrees to be bound by these Terms. The representative signing the Booking Form on behalf of the Exhibitor warrants that he has authority to contractually bind the Exhibitor to the Contract and the Exhibitor warrants that any representative signing the Booking Form on behalf of the Exhibitor is duly authorised to contractually bind the Exhibitor.

2.4 The person signing the Booking Form on the Exhibitor’s behalf shall be deemed to have full authority to do so and the Exhibitor shall have no right to claim that such person did not have such authority.

2.5 A binding Contract will come into existence on the acceptance of the Booking by the Organiser, whether by the Organiser signing the Booking Form, sending confirmation of acceptance or otherwise accepting the Exhibitor’s application for a Booking. Any issue of an invoice by the Organiser to the Exhibitor for the relevant Fees shall constitute acceptance of the Booking.

2.6 Until a binding Contract comes into existence (regardless of whether the Booking Form has been submitted or a deposit on account of Fees has been paid), the Organiser reserves the right to accept or reject applications for Bookings without liability to the Exhibitor including the right without giving notice to the Exhibitor to reallocate Space to another exhibitor.

2.7 The Organiser processes and evaluates all requests for a Booking, using various section criteria including: (a) the availability of various

Exhibition spaces; (b) the balanced distribution of the content of the Exhibition; (c) the degree to which the Exhibitor's activity corresponds with the purpose of the Exhibition; (d) the quality of the products, brands and/or displayed works of the Exhibitor; and (e) the variation of the products and/or displayed works of other exhibitors.

2.8 The Organiser reserves the right to reject a request for a Booking for any reason, including one or more of the following, non-exhaustive reasons: (a) the request is incompatible with one or more of the criteria set out in clause 2.7; (b) the Exhibitor fails to comply with one or more of its obligations deriving from its Booking request; (c) the Exhibitor has failed to comply with one or more of its obligations relating to any other event or exhibition that was organised by the Organiser or a company associated with it; (d) the Exhibitor threatens the proper order or the good name and reputation of the Exhibition or of the Organiser; (e) the Exhibitor does not comply with the provisions concerning the fitting out and decoration of the Space or the Stand, as contained in the Exhibitors Manual; or (f) the Venue Owner objects to the participation of the Exhibitor.

2.9 The Organiser's acceptance of a Booking only relates to that Booking and does not give rise to any right for the Exhibitor to participate in any future Exhibition or other event organised by the Organiser or an associated company at a future date.

### **3. Allocation of the Stand Space.**

3.1 The Organiser has the absolute discretion to determine the allocation of Space to the Exhibitor and the spaces allocated to other exhibitors at the Exhibition.

3.2 Within 7 days of the Exhibitor being informed of the allocation of Space by the Organiser, the Exhibitor may raise any bona fide and genuine objections to the allocation of the Space. The Organiser will review and consider such objections in good faith but the determination of the Organiser shall be final and binding on the Exhibitor.

3.3 Every effort shall be made to allocate to the Exhibitor the Space, which has been booked and communicated to the Exhibitor. However, to facilitate an effective layout or organisation of the Exhibition or if the Organiser believes it to be in the best interest of the Exhibition or for any other genuine and bona fide reason (whether or not beyond the Organiser's control), the Organiser has the right to make a Space reallocation at any time, provided that the reallocated Space shall not be more than 10% greater or less than the Space which has been booked.

3.4 The Organiser shall provide the Exhibitor with an Exhibition map that is drawn up by the Organiser and/or Venue Owner and identifies the allocated Space of the Exhibitor. This Exhibition map is provided to the Exhibitor for information only, and the Organiser cannot be held liable for any differences between the dimensions in this plan (which are only indicative) and the actual dimensions of the allocated Space.

3.5 If the Exhibitor believes that the Exhibition map contains dimensional errors with regard to the Space allocated to it, these errors must be reported to the Organiser in writing and at the latest on the first day of the Build-Up Period. The Organiser will assign a Representative to determine the possible dimensional errors. The Organiser will not consider errors that are submitted after the Stand has been built.

### **4. Fees and other Charges**

4.1 All Fees must be paid in accordance with the terms and methods set out on the Booking Form as accepted by the Organiser (or other acceptance of a Booking) and the Organiser's invoices or as otherwise set out in this clause 4. Upon acceptance by the Organiser of the Exhibitor's Booking Form or other application for a Booking, the full amount of the Fees shall be due by the Exhibitor to the Organiser. The Organiser reserves the right to require directors of the Exhibitor to provide a personal guarantee for the payment of the Fees and Charges.

4.2 Unless the Organiser's acceptance states otherwise, the Fees shall be payable by the Exhibitor to the Organiser as follows (or if earlier within 14 days of the date of the invoice for the relevant Fee):

(a) **When the acceptance takes place on-site at the Exhibition in respect of the next edition of the Exhibition, or more than 6 months before the next edition:**

(i) a first non-refundable deposit of 50% of the Fee upon acceptance by the Organiser of the Exhibitor's Booking;

(ii) the remaining 50% of the Fee at the latest 90 days before the Build Up Period.

(b) **When the acceptance takes place 6 months or less before the Exhibition:**

(i) a non-refundable deposit of 50% of the Fee upon acceptance by the Organiser of the Exhibitor's Booking; and

(ii) the remaining 50% of the Fee at the latest 90 days before the Build Up Period.

(iii) If the Booking is made within 120 days of the Exhibition, 100% of the Fee will be due upon acceptance by the Organiser of the Exhibitor's Booking.

4.3 Charges for Services ordered by the Exhibitor shall be invoiced separately by the Organiser.

4.4 All invoices submitted by the Organiser for Fees or Charges are payable within 14 days of the date of the invoice. If the order is made within 30 days of the Build Up Period, invoices are payable immediately.

4.5 The Fee and Charges shall be payable without discount, deduction, withholding or set-off and are stated exclusive of VAT which (if and to the extent applicable) shall be payable at the prevailing rate.

4.6 Unless otherwise agreed with the Organiser, all invoices submitted by the Organiser are payable in the currency stated in the invoice and in cleared funds by a transfer to the Organiser's nominated bank account as appearing on the Organiser's invoices or Booking Form.

The Organiser reserves the right to issue electronic invoices and the Exhibitor agrees to accept electronic invoicing.

4.7 If the Exhibitor fails to meet any payment obligations under this clause 4 (whether as to the amounts or date of payment), then without prejudice to the Organiser's other rights and remedies, the Organiser may exercise any of the following rights:

(a) the Organiser reserves the right and shall be entitled to cancel the Contract, to refuse the Exhibitor access to the Exhibition and to resell or reallocate the Space allocated to the Exhibitor and the provisions of clause 5 below relating to cancellation charges shall apply. Any such cancellation, refusal, resale or reallocation by the Organiser shall not affect the Organiser's right to demand any and all amounts that are payable by the Exhibitor under the terms of the Contract;

(b) the Organiser can charge interest on any late payment at the rate of 12% per annum. Such interest shall accrue on a daily basis from the date on which payment becomes overdue until the date the Organiser receives payment of the full overdue amount together with any accrued interest;

(c) the Organiser shall be entitled to suspend Services;

(d) the Organiser shall be entitled to recover from the Exhibitor all costs of collection and recovery of Fees and Charges; and/or

(e) the Organiser shall be entitled on demand to accelerate the obligation to pay all Fees and Charges payable under the Contract, including Fees and Charges which under the original terms of the Contract fall due for payment at a later date.

4.8 Any dispute by the Exhibitor concerning an invoice must be made within 7 days following the invoice date. Any such dispute shall not under any circumstances give the Exhibitor the right to suspend any other payment obligation or any other obligation of the Exhibitor under the Contract.

4.9 Notwithstanding any other provision of these Terms, the Exhibitor shall not be allowed to participate within the Exhibition unless it has paid to the Organiser the total amount of all sums owed under the Contract, in cleared funds at least one week in advance of the start date for the Build Up Period.

4.10 In the event that the Exhibition is interrupted or prematurely ended due to circumstances beyond the Organiser's control, it is acknowledged and agreed by the parties that the Organiser shall have no liability to the Exhibitor whatsoever in connection with such interruption or premature ending including any liability to refund or repay (partial or otherwise) any Fees or Charges or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or to make payment of any other compensation or Demand suffered or incurred by the Exhibitor as a result of or in connection with such interruption or premature ending.

### **5. Cancellation or Reduction of Space.**

5.1 A Booking application accepted by the Organiser cannot be

unilaterally withdrawn or changed by the Exhibitor. Any unilateral withdrawal or change by an Exhibitor of its Booking or any other application and any request made by an Exhibitor to reduce the Space allocated to it shall be considered and treated as a request for a cancellation of the Booking or a request for cancellation of part of the Space.

5.2 The Exhibitor recognises that participation in the Exhibition by each exhibitor is an essential prerequisite for the success thereof. As of the acceptance of the Booking application, the Exhibition will be organised and planned taking into account the Exhibitor's participation. Any change by the Exhibitor in its participation in the Exhibition will have a significant impact on the organisation and planning of the Exhibition, depending on the proximity to the opening of the Exhibition.

5.3 Subject to the conditions set out below in clause 5.4, the Exhibitor is at all times free to cancel its participation in the Exhibition, and/or to reduce the floor space initially requested and to change the type of Stand chosen. The Exhibitor may apply by notice in writing to the Organiser at any time prior to the Exhibition to cancel the Booking (**Cancellation Notice**) or to reduce the Space (**Reduction Notice**). Any Cancellation Notice or Reduction Notice must be sent by recorded delivery post or email to the Organiser with reasons for such cancellation or reduction. The Organiser, in its sole discretion, can either accept or reject the Cancellation Notice or Reduction Notice. If the Organiser accepts the Cancellation Notice, the Booking and Contract shall be deemed cancelled. If the Organiser accepts the Reduction Notice, the booking of Space, which forms the subject of the Reduction Notice, shall be deemed to be cancelled. The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Cancellation Notice or Reduction Notice or the date the Organiser cancels the Contract pursuant to clause 4.7(a) (**Cancellation Date**).

5.4 If the Booking is cancelled, whether unilaterally or by acceptance by the Organiser, and regardless of the Cancellation Date, the Exhibitor shall be liable to pay the Organiser cancellation fees as follows, without discount or rebate:

- (a) where cancellation is notified six months or more before the Build Up Period, a cancellation fee equal to 50 % of the total Fees and Charges is due;
- (b) where cancellation is notified between six months and three months before the Build Up Period, a cancellation fee equal to 75 % of the total Fees and Charges is due;
- (c) where cancellation is notified between three months and thirty days before the Build Up Period, a cancellation fee equal to the total Fees and Charges is due;
- (d) where cancellation is notified less than thirty days before the Build Up Period or after the Build Up Period, a cancellation fee equal to the total Fees and Charges is due and, where appropriate, the amount of any other invoices payable by the Exhibitor to the Organiser, increased by €1,000 by way of compensation for the additional damages and prejudice the Organiser will sustain as a result of the lateness of the cancellation. No-shows without prior notice of cancellation from participation in the Exhibition shall be treated as cancellation under this clause 5.4(d).

5.5 If the Space is reduced, whether unilaterally or by acceptance by the Organiser, no cancellation fee shall be due in respect of the reduction of Space and the Exhibitor shall remain liable for the full Fee provided that the Organiser may, in its absolute discretion, agree a reduction of the Fee to respect of the reduction in Space.

5.6 The Exhibitor acknowledges and accepts that the cancellation fees set out in this clause 5 represents reasonable compensation for, and a genuine pre-estimate of, the costs and other losses incurred by the Organiser as a result of the cancellation and that such fees do not represent a penalty.

5.7 The Exhibitor acknowledges and accepts that if it does not actually occupy the Space, the Organiser shall be entitled to allocate the Space to another exhibitor or to place on the Space allocated to the Exhibitor the following announcement: "This stand was reserved for [Exhibitor's name] under the terms of an application dated [date]".

5.8 If the Organiser accepts a Cancellation Notice or Reduction Notice or if the Organiser terminates the Contract for whatever other reason, the Organiser shall have the absolute discretion (but without prejudice

to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any cancellation fee or other payments due under these Terms) to reallocate or resell the Space allocated to the Exhibitor which has been cancelled.

## 6. Occupation of Space, Construction of Stands and Exhibits

6.1 The Exhibitor shall:

- (a) occupy the Space allocated to it by the show opening time on the first day of the Exhibition and for the whole duration of the opening hours of the Exhibition. If the Exhibitor fails to do so it shall be deemed to have cancelled its Booking and the Organiser shall be entitled to resell or reallocate such Space and cancellation fees set out in clause 5 shall apply;
- (b) not sub-let, share or part with occupation of the Space or any part of it without the Organiser's prior written consent;
- (c) occupy the Space as the Organiser's licensee. The Exhibitor shall not obtain any right of exclusive possession or occupation of or any proprietary interest in the Space or the Venue;
- (d) appoint a representative who is responsible for the Stand as at the time it is made available and for the duration of the Exhibition and shall ensure that at least one representative of the Exhibitor is present at and in attendance on the Stand at all times during the opening hours of the Exhibition;
- (e) occupy the Space and Stand, complete all necessary fitting works and ensure the Stand is appropriately dressed and maintained and that all Exhibits are in position no later than end of the Build Up Period;
- (f) keep the Stand appropriately dressed and maintained and all Exhibits open to view and the Stand adequately staffed during the opening hours of the Exhibition and not dismantle the Stand before the end of the Exhibition and start of the Break Down Period;
- (g) conduct business and distribute literature and other promotional articles only from the Stand and not from other areas of the Venue;
- (h) not sell, give away or distribute not sell, give away or distribute or permit to be sold, given away or otherwise distributed from the Stand or any other part of the Venue, any articles of food, drink or tobacco other than those supplied by the Venue Owner, or its appointed catering contractor, or unless otherwise agreed by the Organiser; and
- (i) not do, cause, permit or suffer to be done anything which shall in the opinion of the Organiser constitute a nuisance or which may be an infringement of or contravene any licence held by the Organiser or the Venue Owner, or its appointed catering or other contractor and (without limitation) the Exhibitor shall ensure that sound levels emitted from the Stand shall not exceed those levels which in the opinion of the Organiser would cause disturbance to other exhibitors or which would breach the Regulations of any other laws, bye-laws, rule or regulation.

6.2 Subject to payment of the relevant Charges, the Organiser shall supply and erect Stands (either through the Organiser or an official stand contractor appointed by the Organiser) on behalf of the Exhibitor. The Exhibitor shall be entitled to appoint its Representatives to design, supply, erect and dismantle its own Stand. If the Exhibitor supplies and erects its own Stand it shall ensure that the Stand is erected and ready for use at the Space by the end of the Build Up Period and shall ensure the Stand is dismantled and removed from the Space and Venue by the end of the Break Down Period.

6.3 The Exhibitor shall provide the following information and documentation relating to the Stand (**Stand Information**) to the Organiser: (a) a detailed dimensional sketch; (b) a detailed fitting-out design; (c) if the Exhibitor will be responsible for the supply and construction of the Stand, the contact information of the Representative appointed by the Exhibitor to supply and/or construct the Stand; and (d) the contact information of other Representatives whose services the Exhibitor proposes to use in connection with the occupation of the Space, the supply or construction of the Stand and the maintenance of the Space and Stand during the Exhibition.

6.4 Full details of any Stand shell scheme provided by the Organiser will be detailed in the Exhibitors Manual. Plans for specially built Stands and/or displays (including Stands not constructed from any such shell scheme) or Stands or displays to be supplied by the Exhibitor must be submitted to the Organiser for approval before construction is ordered.

6.5 The Exhibitor's Stand shall be constructed in accordance with the

rules and regulations set out in the Exhibition Manual. The Exhibitor shall comply with all instructions of the Organiser and/or its Representatives in respect of the construction of the Stand, including any comments of the Organiser on the Stand Information submitted by the Exhibitor pursuant to clause 6.3. The Organiser reserves the right to refuse to make the allocated Space available to the Exhibitor and/or require the Stand to be removed, dismantled or changed if the Space is not organised or the Stand is not constructed in accordance with the Stand Information, the Exhibitors Manual or the instructions of the Organiser or if the Space or Stand may interfere with the general organisation of the Exhibition, other exhibitors or visitors or fail to comply with any applicable health or safety regulations.

6.6 The Exhibitor will be given access to the Venue and Space during the Build-Up Period for the purposes of preparing and fitting the Space, constructing the Stand and arranging the Exhibits, which must be completed by the end of the Built-Up Period on the day before the opening of the Exhibition. If these activities are not completed within this timescale, the Organiser reserves the right to cancel the Contract immediately on notice without any liability to the Exhibitor and the Exhibitor shall have no right to be refunded any element of the Fees or Charges.

6.7 If the Organiser is responsible for the supply and construction of the Stand, any errors or defects in the Stand must be notified to the Organiser within 1 day of the later of the construction of the Stand or the first day of the Build-Up Period. In the absence of notification, the Exhibitor shall be deemed to have accepted the Stand and that the Stand is in full compliance with its requirements and proposed activities at the Exhibition and the Organiser's obligations to supply and construct.

6.8 If, in the opinion of the Organiser, the Exhibitor's Stand, Exhibits and/or display extends beyond its allocated space the Organiser may at its sole discretion charge the Exhibitor for the extra space so occupied at the prevailing rate.

6.9 The Exhibitor must not erect its Stand and/or Exhibit in a manner which would in the opinion of the Organiser obstruct the light or impede the view along the open spaces or gangways of the Exhibition or occasion inconvenience to or otherwise affect the display of any other exhibitor.

6.10 Only those items and articles which are, in the Organiser's opinion, within the scope of Exhibition or which the Organiser otherwise deems suitable may be exhibited at the Exhibition. The Organiser has the right to remove from the Stand or Venue at the Exhibitor's risk and expense, any Exhibit, fitting, machinery or other item the Organiser has an objection to or which do not comply with the terms of the Contract, Regulations or the Exhibitors Manual.

6.11 The location of the Space allocated to the Exhibitor shall be provisional and subject to change prior to the Exhibition. No acceptance by the Organiser of the Exhibitor's Booking Form or allocation of the Exhibitor's name to any particular location or stand number will constitute any agreement, warranty or representation by the Organiser that the Exhibitor is entitled to exhibit at the Exhibition in such particular location or stand number. The Organiser reserves the right without being required to give notice to the Exhibitor to alter the position or layout of the Exhibition, features or catering areas including the layout of any Exhibition floor plan or position of the Space or Stand (and the space or stand allocated to other exhibitors) at any time.

6.12 Should any dispute arise as to the Space allocation, the extent of any extra Space deemed by the Organiser to be occupied by the Exhibitor beyond that allocated or as to the Exhibitor's right to display any Exhibits, the decision of the Organiser shall be final and binding.

6.13 The Organiser and any other person either authorised by the Organiser or having an interest in the premises (including the Venue Owner) shall without notice be entitled to access at all reasonable times, before during and after the Exhibition, the Exhibitor's Space and for this purpose the Organiser or any such person shall be entitled to use such reasonable force as may be necessary without incurring any liability whatsoever to the Exhibitor.

## **7. Exhibitor's General Obligations**

The Exhibitor shall:

7.1 co-operate with the Organiser in all matters relating to the Exhibition and the Exhibitor's participation or attendance at the Exhibition;

7.2 provide the Organiser with such information and materials (including Material) as the Organiser may reasonably require or request in connection with the Exhibition and the Exhibitor's participation or attendance at the Exhibition, and ensure that such information is true, complete and accurate in all material respects;

7.3 provide the Organiser and Representatives with access to the Exhibitor's Representatives and as reasonably required by the Organiser;

7.4 obtain and maintain all necessary licences, permissions and consents which may be required to enable the Exhibitor to participate at or attend the Exhibition; and

7.5 comply with all applicable laws and other bye laws, requirements, rules and regulations, as well as any additional obligations as set out in the Exhibitors Manual.

## **8 Exhibitors Manual**

8.1 After receipt of the Fee and prior to the start of the Exhibition, the Organiser shall provide the Exhibitor with a copy of the Exhibitors Manual.

8.2 The Exhibitors Manual will contain, inter alia, specific rules, regulations and requirements in connection with the Exhibition (including manner and conduct of the Exhibition, the Exhibitor's attendance at the Exhibition, erection of Stands, the provision of associated services and installations and approved contractors and the Venue).

8.3 The Exhibitor shall and shall procure that its Representatives comply with the terms of the Exhibitors Manual.

## **9. Material**

9.1 The Exhibitor shall supply the Material required by the Organiser for marketing, promotion or other media purposes relating to the Exhibition. The Exhibitor is responsible for creating, obtaining any necessary clearance or permission and supplying the Material to the Organiser without the request of the Organiser, prior to the copy date notified to the Exhibitor. Failure to do so may result in existing Material in the possession of the Organiser being used or repeated or the Material being omitted from promotional or marketing material, at the Organiser's sole discretion.

9.2 The Exhibitor grants the Organiser a non-exclusive, royalty free, licence to reproduce, transmit, exhibit, distribute and use (and have reproduced, exhibited, distributed or used) the Exhibitor's name and Material (submitted by the Exhibitor) in relation to (whether before, during or after) the Exhibition. The Exhibitor warrants to the Organiser that:

(a) the Exhibitor is the sole author and legal and beneficial owner of the Material and/or that the Exhibitor has all necessary rights, consents and licences required to use, amend edit, adapt and/or publish the Material for the purpose of the Exhibition; and

(b) the Organiser's use, reproduction, distribution or transmission of the Material will not infringe any applicable law or the rights (including intellectual property rights) of any person.

9.3 The Exhibitor shall ensure all Material is true, accurate and correct and is not offensive, abusive, indecent, defamatory, obscene or otherwise inappropriate for use by the Organiser.

9.4 The Organiser will make every effort to avoid errors, but will not be liable for any errors in the preparation of marketing material issued in connection with the Exhibition.

9.5 The Organiser will not be liable for any Demand in connection with any Material and other property of the Exhibitor whilst under the Organiser's possession or control. The Organiser reserves the right to destroy, without notice, all Material and/or other property of the Exhibitor which has been in its custody for six months from the date of its last use.

9.6 The Exhibitor will agree the content of any presentations at the Exhibition with the Organiser, within the deadlines determined by the Organiser. The Organiser retains ultimate editorial control over such presentations and the Exhibition.

9.7 Without prejudice to any other provision of these Terms, the Exhibitor guarantees in particular that the photos, illustrations, other

graphic works and/or texts that it makes available to the Organiser for inclusion in the Exhibition guide, catalogue or applicable website, or that are communicated to the press, are free of all third party rights, so that the Organiser can use, reprint, manage or exploit them in any manner whatsoever, without restriction and without infringement of third party rights. Should this not be the case, the Exhibitor undertakes to secure all rights and consequently pay any compensation that may be owed in connection with the use of such photos, illustrations, other graphic works and/or texts made available to the Organiser and to indemnify the Organiser for any Demand incurred or suffered by the Organiser due to breach of this clause and/or infringement of intellectual property rights of any third party. If a third party should object to the use of such photos, illustrations, other graphic works and/or texts, the Exhibitor must immediately inform the Organiser thereof in writing. The Organiser reserves the right to remove or delete any infringing photos, illustrations, other graphic works and/or texts at its absolute discretion without liability to Exhibitor.

#### **10. Exhibitor's Representative and Passes**

10.1 The Exhibitor must supply to the Organiser the name of at least one person to be its Representatives in connection with the installation, operation and removal of its Exhibits.

10.2 In order to ensure only official access to the Exhibition areas, the Exhibitor and its Representatives will be issued with non-transferable passes. No admission to the Exhibition areas will be allowed unless the pass is presented. The Exhibitor will be required to provide the Organiser at least two weeks before the first day of the Build Up Period with a list detailing the Representatives who will be present on the Stand on the day(s) on which each person is likely to be in attendance.

#### **11. Duration and Timetable of Exhibition**

11.1 The time and dates of the Exhibition, including opening hours, Build Up Period and Break Down Period are or will be as stipulated in the Exhibitors Manual or as otherwise confirmed or notified by the Organiser.

11.2 During the opening hours of the Exhibition, the Exhibitor's Representatives must adequately man the Stands with the Exhibits fully set up and not covered up. The Exhibitor must be ready and able to conduct business during such opening hours. Consequently, the Exhibitor shall ensure that at least one Representative of the Exhibitor is present at and in attendance on the Stand at all times during the opening hours of the Exhibition.

11.3 The Exhibitor must maintain its allocation Space, the Stand and the Exhibits in good condition through the period of the Exhibition and ensure the Space, the Stand and the Exhibits are kept tidy and clean at all times. If the Organiser deems it useful or necessary, it can have all cleaning or repair activities performed on the Space allocated to the Exhibitor or the Stand at the Exhibitor's expense.

#### **12. Removal of Exhibits and Stand**

12.1 No Stand or Exhibit shall be packed, removed or dismantled prior to the closing of the Exhibition without written permission from the Organiser.

12.2 If the Exhibitor acts in breach of clause 12.1, it shall be liable to the Organiser for all and any Demands suffered by the Organiser in connection with the detraction to the Exhibition and Exhibition's appearance as a result of such breach.

12.3 Each Exhibitor shall dismantle and remove all Exhibits, fittings, articles, materials, rubbish and other items and display materials from the Space and Venue by the specified times during the Breakdown Period and in any event no later than the end of the Breakdown Period (including the Stand if the Exhibitor is responsible for dismantling the Stand) (**Exhibitor Property**). If the Exhibitor fails to comply this clause, the Organiser reserves the right to dismantle and remove the Exhibitor Property. The dismantling and removal of Exhibitor Property shall be at the Exhibitor's sole risk and expense and the Organiser shall not be liable for any damage or loss to Exhibitor Property. The Exhibitor will be liable for all dismantling, removal, storage and handling charges resulting from its failure to dismantle and/or remove the Exhibitor Property from its

allocated Space and the Venue (whether by the specified times or not) and any charges or penalties imposed on the Organiser by the Venue Owner.

12.4 The Exhibitor must surrender any Stand supplied by or on behalf of the Organiser in its original condition. The Exhibitor shall indemnify the Organiser for any and all Demands caused by the Exhibitor, its Representatives or any visitor, to the Stand, Venue or any other property located at the Venue.

#### **13. Exhibition Attendance**

13.1 The Exhibitor acknowledges that the Organiser shall not be held responsible for the failure of all or any other contracted exhibitors to attend the Exhibition or the failure of any number of attendees to attend the Exhibition for any reason.

13.2 The name of any exhibitor which may appear on any floor plan or stand number or any statement made by or on behalf of the Organiser that any exhibitor is booked to attend the Exhibition provisionally or otherwise shall not constitute any warranty, representation or undertaking by the Organiser that any such exhibitor shall attend the Exhibition or attend any particular location or space at the Venue. Any Exhibitor's Booking Form or other application for Space or any acceptance thereof by the Organiser shall not be conditional on the presence or location of any other exhibitor at the Exhibition or any other exhibition.

#### **14. Exclusion of Personnel**

The Organiser reserves the right in its absolute discretion to exclude or remove from the Exhibition any person whose presence, in the opinion of the Organiser, is or is likely to be undesirable and the Organiser may exercise such right notwithstanding that any such person is a Representative of the Exhibitor or otherwise in any way connected or associated with the Exhibitor.

#### **15. Undesirable Activities**

15.1 If it appears to the Organiser that the Exhibitor may be or is engaged in activities which are deemed to be contrary to the best interests of the Exhibition or which appear unethical or to be in breach of any law or the Regulations, the Organiser may without being under any liability to refund or abate any Fees or Charges, immediately cancel any Space allocation which may have been made to the Exhibitor and require it forthwith to vacate the Space allocated to it and refuse the Exhibitor the right to participate further in the Exhibition.

15.2 Canvassing for orders, except by the Exhibitor on its own Stand in the normal course of its business, is strictly prohibited and in any such case the right to expulsion referred to in clause 15.1 above may be exercised by the Exhibitor. The distribution or display by the Exhibitor of printed or other placards, handbills or circulars or other articles except by the Exhibitor on its own display on its Stand is prohibited, except by prior written agreement with the Organiser.

#### **16. Fire Precaution**

16.1 All materials used for decorating or covering or forming part of the Stands or displays must be of non-flammable material.

16.2 No explosives, detonating or fulminating compounds or other dangerous materials shall be brought into the Venue or Exhibition by or on behalf of the Exhibitor. No naked flames or smoldering products are allowed within the Exhibition without prior agreement of the fire officer.

16.3 The Exhibitor must comply with all instructions given by the Venue Owner and other relevant authorities to avoid the risk of fire or any other similar risk.

#### **17. Compliance with Law and Regulations**

The Exhibitor shall abide by and observe all applicable laws and other bye laws, requirements, rules and regulations imposed by any municipal, local or other competent authorities relating to the Exhibition, Venue and the Exhibitor's attendance at the Exhibition and Venue, and all rules and regulations imposed by the Organiser, the Venue Owner or managers of the Venue including without limitation the Regulations.

#### **18. Electric, Plumbing, Lighting and Power**

18.1 The Exhibitor shall use the service contractors appointed by the Organiser to carry out and/or supply all electrical, plumbing, lighting, power and other service supply, installations and/or connections (**Utility Services**) unless the Organiser otherwise agrees in writing. If the Organiser permits the Exhibitor to use its own service contractors, the Exhibitor shall be responsible for settling all accounts with such service contractor.

18.2 The Fees may include charges for certain Utility Services, as described in, and subject to, the package purchased by the Exhibitor as part of the Booking. All packages for Utility Services are subject to a fair usage policy.

18.3 The Exhibitor shall be responsible for settling all charges for additional Utility Services carried out on and/or consumed by the Exhibitor's Stand or display (over and above that included in the package purchased as part of the Booking). If the Organiser considers that, in its absolute discretion, the Exhibitor has consumed Utility Services in excess of fair usage, the Exhibitor shall be liable for all charges in connection with such excess use.

18.4 The Exhibitor shall ensure that all Utility Services (over and above that included in the package purchased as part of the Booking or for which the Exhibitor appoints its own service contractor) on its Stand, Space and/or Exhibits comply with any applicable law and other statutory or local regulations or requirements to which the Exhibition or Venue may be subject including the Regulations.

18.5 Any direct light from an electrical device must be screened in such a way as to avoid causing nuisance or discomfort to visitors or other exhibitors.

## 19. Insurance

19.1 The Exhibitor is responsible for and is obliged to take out, effect and maintain at its own cost and expense appropriate insurance policies to cover all risks, losses and damages that may arise in connection its participation at the Exhibition and all liabilities that may arise under or in connection Contract including:

- (a) all losses, liabilities or damages of any kind that may be caused by any action, omission, default or negligence by the Exhibitor and/or its Representatives and/or any person under the control or instruction of the Exhibitor and/or any holders of participant cards and/or passes issued by the Exhibitor (including losses, liabilities or damages in connection with personal injury, death and damage to or loss of property);
- (b) all loss, damage or theft of any Stands, Exhibits, articles, belongings, items, products, materials, machines and/or goods whilst transported to, stored, use or located at the Venue;
- (c) all liability under clause 22 of these Terms; and
- (d) postponement, abandonment or cancellation of the Exhibition.

19.2 Without prejudice to the generality of clause 19.1, the Exhibitor shall take out and maintain the following insurance policies: (a) public liability insurance; (b) product liability insurance; and (c) employers' liability insurance, (together the "**Policies**"). The Policies shall be with a reputable insurer and provide a limit of indemnity of not less than €5 million per claim or such other limit or limits as may be specified by the Organiser from time to time (including any limit or limits specified in the Exhibitors Manual). The Exhibitor shall provide such evidence of the Policies and payment of the relevant premiums as the Organiser may request. The Organiser reserves the right to exclude the Exhibitor from the Exhibition if satisfactory evidence of the Policies is not provided in advance of the Exhibition.

## 20. Termination and Rights of Suspension

20.1 Without limiting its other rights or remedies, the Organiser may terminate the Contract with immediate effect by giving written notice to the Exhibitor if:

- (a) the Exhibitor commits a breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach (i) within 7 days of the Exhibitor being notified in writing to do so or (ii) in any event not later than before the first day of the Build-up Period if a 7 day notification and remedy period is no longer possible;
- (b) the Exhibitor fails to pay any amount due under the Contract on the due date for payment and remains in default (i) not less than 7 days after

being notified to make such payment or (ii) in any event not later than before the first day of the Build-up Period if a 7 day notification period for such a payment is no longer possible;

(c) any step or action is taken (by the Exhibitor or any third party) in connection with the Exhibitor becoming bankrupt, having a bankruptcy petition issued or bankruptcy order made against him or it, entering administration, liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) the Exhibitor suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) the Exhibitor's financial position deteriorates to such an extent that in the Organiser's opinion the Exhibitor's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

20.2 Without limiting its other rights or remedies, and to the extent permitted by the applicable law, the Organiser may suspend the Exhibitor's right to attend the Exhibition, provision of the Services by the Organiser under the Contract and/or the performance of the Contract by the Organiser if the Exhibitor becomes subject to any of the events listed in clause 20.1 or the Organiser reasonably believes that the Exhibitor is about to become subject to any of them.

20.3 On termination of the Contract for any reason pursuant to clause 20.1:

- (a) the Exhibitor shall immediately pay to the Organiser all of the Organiser's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Organiser shall submit an invoice, which shall be payable by the Exhibitor immediately on receipt;
- (b) the Organiser shall have the right to resell the Space allocated to the Exhibitor under the Contract;
- (c) the termination of the Contract shall be treated as and deemed to be a cancellation of the Contract by the Exhibitor and the Exhibitor shall be liable for cancellation charges pursuant to clause 5 above;
- (d) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination of the Contract shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (e) clauses which expressly or by implication survive termination shall continue in full force and effect. For the avoidance of doubt, clauses 5,19,20,21,22,23, 24,25, 26,28 and 29 shall continue in force after termination of the Contract.

## 21. Limitation and Exclusion of Organiser's Liability

21.1 The following provisions of this 21 set out the entire financial liability of the Organiser (including any liability for the acts or omissions of its Representatives) to the Exhibitor in respect of all Demands arising under or in connection with the Contract and Exhibition (including in respect of any indemnities), whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

21.2 All warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Contract.

21.3 Nothing in the Contract shall limit or exclude the Organiser's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its Representatives;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any liability which cannot be limited or excluded by applicable law.
- 21.4 Subject to clause 21.3, the Organiser shall not be liable to the Exhibitor, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract or Exhibition for (whether direct or indirect): (a) loss of profits or revenue; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings or opportunity; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill or reputation; (g) additional operational or administrative costs and expenses; (h) any other financial or economic loss; or (i) any indirect

or consequential loss or damage.

21.5 Subject to clause 21.3, the Organiser's total liability to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract and Exhibition shall be limited to 100% of the total Fees and Charges paid under the Contract.

21.6 The Organiser shall organise and promote the Exhibition in such manner as it considers appropriate and reserves the right at any time to amend or vary the manner or methods of such organisation and promotion, notwithstanding any previous statements as to strategy, manner or methods of such organisation or promotion. Such statements (including any statements of audience projections or timing of promotion) shall constitute only general indications of the Organiser's promotion and organising strategy and shall not constitute any representation or warranty.

21.7 Notwithstanding the generality of clause 21.6, any information given by the Organiser about the Exhibition will be accurate to the best of the Organiser's knowledge but shall not constitute any warranty or representation by the Organiser and therefore any mistake or omission will not entitle the Exhibitor to cancel the Contract or the Booking.

21.8 The Organiser will use all reasonable endeavours to ensure that the supply of services provided for and in connection with the Exhibition (further details to be provided in the Exhibitor Manual) but shall not incur any liability to the Exhibitor if any service fails or is not available for any reason. The Exhibitor agrees that the Organiser and all persons, bodies or authorities whose rules or regulations impact upon the Exhibition in any way and those authorised by any of them have the right at any time to enter the Venue and execute works, repairs and for other purposes. No compensation will be payable to the Exhibitor for any Demands or inconvenience so caused.

21.9 Subject to clause 21.3, the Organiser and its Representatives shall not be liable for, and the Exhibitor hereby waives all claims against the Organiser or its Representatives for any loss, theft, damage or injury to property suffered by the Exhibitor or its Representatives, nor for any acts by third parties that may prejudice the Exhibitor in the use of its Stand or Space. This exclusion of liability on the part of the Organiser also applies to any and all loss or damage that may occur to the Stand or to any of its parts, to Exhibits or goods/property exhibited or to be exhibited on the Stand or to other goods/property placed on the Stand or in the Venue or in associated areas by or on behalf of the Exhibitor or its Representatives. All such Exhibits, property or goods, including their packaging shall be for the account and risk of the Exhibitor. The Organiser accepts no responsibility for insuring such Exhibits, property or goods.

21.10 The Organiser and its Representatives shall not be liable for any Demands of any kind that occur as a result of or in connection with the malfunction or inadequate functioning of the technical installations of the Venue or from any other defects of the Venue or the associated areas or any malfunction or inadequate function of the Utility Services.

21.11 All Exhibits, goods, property, fittings, articles and all other items brought into the Exhibition by the Exhibitor or its Representatives or other invitees of the Exhibitor shall be the sole responsibility of and at the sole risk of the Exhibitor. The Organiser shall not be responsible for any loss or damage to such Exhibits, good, property, fittings, articles and items however caused.

21.12 If any third party makes a claim against the Exhibitor for personal injury or damage to property occurring at the Venue during the period of the Exhibition, and such claim relates to the negligence or default of the Organiser or its Representatives, the Exhibitor shall: (a) make no admission and take no action in respect of such claims unless with the Organiser's consent; (b) provide the Organiser with the right to control the defence and settlement of such claims together with providing all reasonable co-operation, information and assistance with such defence or settlement as requested by the Organiser; and (c) if applicable, inform the police as soon as possible and obtaining a crime reference number in the event of a suspected crime occurring.

## **22. Exhibitor's liability for loss and damage and Indemnity**

22.1 The Exhibitor is responsible for all Demands for personal injury and loss of or damage to property including, but not limited to, damage

to the Venue (including fixtures and fittings), loss or damage to other exhibitors or Exhibition visitors' property caused by or arising from the erection and dismantling of the Exhibitor's Stand (where the Exhibitor is responsible for the erection and dismantling of the Stand) and anything permitted, omitted or done thereon or therefrom or at the Venue during the period of the Exhibition or the Build-Up Period and Breakdown Period, caused directly or indirectly by the Exhibitor or any of its Representatives or any stand sharer, licensee or invitee of the Exhibitor or the act, omission, default or neglect of the Exhibitor or by any such person or by any Exhibit, machinery or other article, good, property or item belonging to, or in the possession of, or used by, the Exhibitor or any such person. The Exhibitor will indemnify the Organiser in respect of each and any Demand (including legal costs and disbursements) suffered or incurred by the Organiser, in respect thereof.

22.2 Without prejudice to the generality of clause 22.1, the Exhibitor shall fully and effectually indemnify and keep indemnified the Organiser against all and any Demands whatsoever made against or incurred or suffered by the Organiser or its Representatives, directly or indirectly, as a result of, relating to, arising from or in connection with:

- (a) any breach by the Exhibitor of the terms of the Contract;
- (b) the participation in the Exhibition of the Exhibitor and/or its Representatives, including any act, omission, negligence or default of the Exhibitor or its Representatives in connection with the Exhibition;
- (c) any claim made by a Representative appointed by the Organiser as a result of a failure on the part of the Exhibitor or its Representatives to perform in any way any contract entered into by the Exhibitor or its Representatives with such Representative appointed by the Organiser;
- (d) any claim that the Organiser's use of property, materials or content provided by the Exhibitor or its Representatives (including Material) infringes the rights (including intellectual property rights) of any person;
- (e) any liability to or claim by a third party (including the Representatives or invitees of the Exhibitor) arising from any default or negligence of the Exhibitor or its Representatives or any breach of the terms of the Contract by the Exhibitor or its Representatives;
- (f) any injury, loss or damage arising in connection with the erection, use and dismantling of the Stand (where the Exhibitor is responsible for the erection and dismantling of the Stand) and anything done on or from the Stand caused directly or indirectly by the Exhibitor or its Representatives or invitee of the Exhibitor or visitor to the Stand or by any Exhibit, fittings, good, property machinery or other item belonging to or introduced by the Exhibitor, its Representatives or any such person;
- (g) any loss or damage to the Venue or property owned by a third party which is located, stored or present at the Venue caused, directly or indirectly, by any act, omission, negligence or default of the Exhibitor or its Representatives or any invitee or visitor of the Exhibitor; and/or
- (h) any claim by an Exhibitor contact that its or his data and contact details are being used or processed by the Organiser in accordance with clause 26 without the requisite consent, permission, authority or lawful grounds.

## **23. Cancellations or Change of Location or Date of Exhibition**

23.1 Subject to clause 21, if the organisation of the Exhibition were to be hampered or restricted because of unforeseeable circumstances beyond the will or reasonable control of the Organiser (other than by reason of **force majeure**) to the extent that the Exhibition cannot take place at the planned Venue or on the planned dates, (by way of example only, where the Venue becomes unfit or unavailable for occupancy or it becomes impossible or impractical or unprofitable to hold the Exhibition at the planned venue or on the planned dates), the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date of all or any part of the Exhibition or reduce the planned duration of the Exhibition (including the period of preparation, display and/or dismantling of the Exhibition).

23.2 Subject to clause 23.3, if clause 23.1 applies, it is acknowledged and agreed by the parties that the Organiser shall have no liability to the Exhibitor whatsoever in connection with such cancellation, relocation or change, including any liability to refund any Fees or Charges or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or to make payment of any other compensation or Demand suffered or incurred by the Exhibitor as a result of or in connection with

such cancellation, relocation or change.

23.3 Subject to clauses 23.5 and 23.6, if the Exhibition (being the **original Exhibition**) is relocated or rescheduled pursuant to clause 23.1:

(a) All Fees and Charges for the original Exhibition will remain due and payable in accordance with clause 4;

(b) the Contract for the original Exhibition shall be automatically amended and take effect as a contract between the Organiser and Exhibitor in respect of a Booking and Services in respect of the relocated or rescheduled Exhibition; and

(c) All invoices issued in respect of the original Exhibition shall be treated as advance invoices in respect of the relocated or rescheduled Exhibition and the Fees and Charges paid or payable for the original Exhibition shall be treated as advance payments and offset against such advance invoices in respect of the relocated or rescheduled Exhibition.

23.4 Notwithstanding clause 23.2 and clause 23.3, if clause 23.1 applies, the Organiser reserves the right to refund Fees and/or Charges to the Exhibitor and other exhibitors. Any refund of Fees and/or Charges to the Exhibitor and other exhibitors shall be at the absolute discretion of the Organiser, as a gesture of goodwill only, without being under any obligation (contractual or otherwise) to pay any such refund. Any refund of Fees, if given, shall be a pro rata share of the total amount of all fees received by the Organiser from all exhibitors due at the Exhibition as the Organiser, in its absolute discretion, determines as being reasonable after deducting:

(a) all costs, expenses and liabilities paid or incurred by the Organiser in connection with the Exhibition;

(b) a reserve for future Demands in connection with the Exhibition; and

(c) such amount as constitutes reasonable compensation for the Organiser for services performed to date, (together the "**Exhibition Costs**"). The Organiser, in its absolute and sole discretion, has the right to determine the Exhibition Costs and the Exhibitor shall not be entitled to review or audit any of the Organiser's financial records. In no case shall the amount of any refund to the Exhibitor exceed the amount of Fees paid by the Exhibitor.

23.5 Any change determined by the Organiser of the location of the Exhibition within a range of 70 km of the original location shall not give the Exhibitor any right of cancellation of its participation at the relocated Exhibition and in these circumstances the provisions of clause 23.3 shall apply. If such change of the location is more than 70 km of the original location, the Exhibitor shall be entitled to cancel its participation at the relocated Exhibition within 10 Business Days following the date of notification by the Organiser of the change, in which case the cancellation fees in clause 5.4 shall apply. If the Exhibitor fails to notify the Organiser within this period, the Exhibitor shall be deemed to have accepted the change of location of the Exhibition.

23.6 Any change determined by the Organiser of the date of the Exhibition within a 60 day period before or after the original date of the Exhibition shall not give the Exhibitor any right of cancellation of its participation at the rescheduled Exhibition and in these circumstances the provisions of clause 23.3 shall apply. If such change of the date is a date longer than a 60-day period before or after the original date, the Exhibitor shall be entitled to cancel its participation at the rescheduled Exhibition within 10 Business Days following the date of notification by the Organiser of the change, in which case the cancellation fees in clause 5.4 shall apply. If the Exhibitor fails to notify the Organiser within this period, the Exhibitor shall be deemed to have accepted the change of date of the Exhibition.

23.7 If the Organiser decides not to organise the Exhibition (or any part thereof) for any reason whatsoever (including commercial reasons), and such decision is not connected or due to a force majeure reason or reason described in clause 23.1, the Exhibitor shall only be entitled to a refund of the Fees paid to the Organiser, it being acknowledged and agreed that the Organiser shall have no further liability to the Exhibitor and the Exhibitor is not entitled to compensation or claim for any other Demand against the Organiser and that the refund of such Fees shall be the Exhibitor's sole and exclusive remedy for such cancellation of the Exhibition.

## 24. Force Majeure

24.1 The Organiser shall not be in breach of this Contract nor liable for

delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from **force majeure** i.e. any unforeseeable and unavoidable events, circumstances or causes beyond its reasonable control constituting an insurmountable obstacle that prevents the Organiser from fulfilling its obligations under the Contract. In addition, due to **force majeure**, the Organiser shall be entitled to cancel, delay, or postpone the Exhibition.

24.2 Without prejudice of the generality of clause 24.1, and for the avoidance of doubt, in the case of **force majeure** affecting the Organiser's ability to perform the Contract, the Organiser shall be entitled to suspend the performance of the Contract with the Exhibitor for the duration of the **force majeure** or to terminate the Contract completely or partially at any time with immediate effect, it being understood that the Organiser shall not be under any obligation to compensate the Exhibitor in connection with such suspension or termination and that the **force majeure** shall not affect the Exhibitor's payment obligation.

24.3 Subject to clause 24.4, if the Exhibition is cancelled, delayed, postponed, interrupted or shortened by **force majeure**, the Organiser shall under no circumstances be held liable, it being acknowledged and agreed by the parties that the Organiser shall have no liability to the Exhibitor whatsoever in connection with such cancellation, delay, postponement, interruption or shortening of the Exhibition, including any liability to refund any Fees or Charges or to make payment or reimbursement of any Demand suffered or incurred by the Exhibitor or make payment of any other compensation or Demand suffered by the Exhibitor, as a result of or in connection with such cancellation, postponement, delay, interruption or shortening of the Exhibition. In this regard, the Exhibition shall be held exclusively at the risk of the Exhibitor and other exhibitors.

24.4 If the Exhibition is cancelled, delayed or postponed by **force majeure**:

(a) All Fees and Charges for the cancelled, delayed or postponed Exhibition will remain due and payable in accordance with clause 4;

(b) the Contract for the cancelled, delayed or postponed Exhibition shall be automatically amended and take effect as a contract between the Organiser and Exhibitor in respect of a Booking and Services in respect of the next edition of the Exhibition (**Next Edition**); and

(c) All invoices issued in respect of the cancelled, delayed or postponed Exhibition shall be treated as advance invoices in respect of the Next Edition and the Fees and Charges paid or payable for the cancelled, delayed or postponed Exhibition will be treated as advance payments and offset against such advance invoices in respect of the Next Edition.

24.5 In the event of any event of **force majeure**, which does not cause the cancellation, delay or postponement of the Exhibition but which prevents the Exhibitor from travelling to and attending the Exhibition (for example where general travel ban or restrictions imposed by authorities, inter alia, in response to a pandemic or epidemic, affecting the city or region where the Exhibitor is based), the provisions of clause 24.4 shall apply mutatis mutandis provided that if the Exhibitor is unable to travel to and attend the Exhibition as a result of the Exhibitor having failed to comply with specific conditions imposed by authorities (for example, unless the travel ban or restrictions apply as a result of the Exhibitor failing to comply with such conditions), in which case the Exhibitor will not be able to invoke an event of **force majeure** and shall not be able to benefit from this clause, and all Fees and Charges paid or payable in respect of the Exhibition will continue to be due and payable in respect of the Exhibition and the Contract shall continue in full force and effect and clause 24.4 shall not apply.

24.6 **Force majeure** shall include the following events, circumstances or causes: act of God, fire, war, natural disasters, riots, acts of terrorism, government action, order or regulation, legal enactment, industrial action, trade dispute, any decisions or actions concerning the Venue taken by the Venue Owner, pandemic, epidemic, government instructions or measures (such as a lockdown or ban or restrictions on attending events etc.), health and safety measures, decisions by the Venue Owner that add considerable cost/expense to the use of the Venue and/or the organisation of the Exhibition and/or make it prohibitive or other event, circumstance or cause that renders the occupation of the Stand or the organisation of the Exhibition or use



of the Venue significantly more costly, prohibitive, difficult and/or impossible. The above examples of force majeure are not an exhaustive list, but examples only.

## 25. Confidentiality and Data

25.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after expiry or termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 25.2.

25.2 Each party may disclose the other party's confidential information: (a) to its Representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its Representatives and advisors to whom it discloses the other party's confidential information comply with this clause 25 and shall be liable for any breach of this clause 25 caused by such Representatives or advisors; or

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

25.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

25.4 The Exhibitor acknowledges and agrees that data submitted by it in connection with a Booking may be used for the purposes of updating the Exhibitor's details on the Organiser's databases and of compiling statistical information.

## 26. Privacy protection

26.1 The Organiser processes all personal data which candidate-exhibitors (being any natural or legal person who expresses an interest in taking part in the Exhibition by submitting a Booking Form) and the Exhibitor shares with it in accordance with the Data Protection Laws and the Organiser's Privacy Policy, and by submitting a Booking Form the relevant candidate-exhibitor and the Exhibitor hereby acknowledge they are aware of and have reviewed such Privacy Policy. The Privacy Policy is available on the Organiser's website or can be obtained on request.

26.2 Any Exhibitor who uses the Organiser's online services and products undertakes to keep its password and access code secret and confidential and not to share either one of them with third parties. The Exhibitor is the only one responsible for any use that is made of its password and access code. In the event of loss, theft or fraudulent use of the password or access code, the Exhibitor is obliged to change its password via the tools made available by the Organiser, or to notify the Organiser of the issue without delay. Any such notification shall be confirmed by registered letter.

26.3 The Organiser does not take responsibility for and has no knowledge of the data the Exhibitor publishes or transmits via the Organiser's online services and products (for instance by email or via direct requests for a quotation), except in the following cases: (a) if it is necessary to take have knowledge of such data for the proper functioning of the Organiser's online services and products; or (b) if the Organiser has reasons to believe that such data relates to unlawful or unauthorised activities, or if a third party has informed the Organiser that one of its rights in respect of such data has been infringed.

26.4 In the context of promoting the Exhibition, the Exhibitor has the right to submit a list of any customers or prospects it would like to invite to or inform of its participation in the Exhibition to the Organiser. The Organiser shall send out the invitations or offers to take part in the Exhibition to the persons or companies concerned. The Exhibitor warrants and guarantees to the Organiser that the lists of contacts it will transmit to the Organiser have been collated and compiled in compliance with all applicable European and French data protection regulations and laws and that the data subjects were informed that partners of the Exhibitor, including the Organiser, may use their data for direct marketing purposes. The Exhibitor warrants and guarantees that no claim, action or other Demand will be made against the Organiser in connection with the Organiser's use of the data communicated to the Organiser by virtue of this clause. The Exhibitor shall notify the Organiser without delay of any actual or potential objections from data

subjects, customers or prospects to the Organiser processing their data in accordance with this clause.

26.5 The Organiser shall at all times act as controller of personal data and shall not act as processor and shall not process personal data on behalf of the Exhibitor.

26.6 The Exhibitor shall comply with all applicable requirements of and its obligations under the Data Protection Laws in respect of personal data it collects, stores, uses, processes, transmits and/or transfers in connection with the Contract.

26.7 Without prejudice to the generality of clause 26.6, the Exhibitor undertakes that data it shares with the Organiser will:

(a) comply with privacy laws or regulations applicable to its processing of personal data, including Data Protection Laws; and

(b) not cause the Organiser to infringe Data Protection Laws.

26.8 The Exhibitor shall ensure it has all necessary rights, consents, notices, legitimate grounds and/or other requirements in place to enable lawful transfer of personal data to the Organiser for the duration and purpose of the Contract.

26.9 The Exhibitor shall not knowingly do, or omit to do, anything, which would cause the Organiser or any sub-processor to be in breach of its obligations under the Data Protection Laws.

## 27. Notices

27.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier or email.

27.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 27.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by or email, one Business Day after transmission.

27.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 28. Use of online services and products

28.1 If the Organiser has well-founded reasons to believe that the Exhibitor is engaging in unlawful or harmful activities via the Organiser's online services and products (for example, via e-mail or via direct requests for offers or in the online fair guide), or, in general, is using the Organiser's online services and products in an unauthorised manner (for example, infringement of the intellectual rights of third parties or unlawful commercial practices), the Organiser is entitled to take all measures that it deems appropriate in order to terminate such unauthorised use of the online services and products, including in particular the immediate termination or withdrawal of the access to the online content of the Exhibitor and/or the suspension of the Exhibitor's access to the Organiser's online services and products, without the Exhibitor being entitled to a compensation, even if the content ultimately appears not to be unlawful or harmful.

28.2 Provision of the Organiser's online services and products can be interrupted in the event of force majeure, as a result of events that are beyond the Organiser's control, for maintenance reasons or in case of a defect. Such interruptions do not give the Exhibitor any right to compensation. The Organiser shall use commercially reasonable endeavours to inform the Exhibitor, within reasonable periods, of the interruptions and to limit the duration of such interruptions and any downtime to a minimum.

28.3 The Organiser may suspend or terminate the provision of the online services and products if ordered to do so by an governmental, regulatory, administrative or judicial authority. In that event the Exhibitor has no right to compensation.

28.4 In any case of suspension or discontinuation of the online services and products or termination or withdrawal of the access to the online content of the Exhibitor, the Exhibitor will remain liable for the costs associated with the online services and products ordered by it prior to

such suspicion or discontinuation.

28.5 Suspension or discontinuation of the online services and products or refusal of the access to the online content of the Exhibitor does not give the Exhibitor any right to suspend or terminate its obligations in relation to the Organiser.

## 29 General

29.1 **Assignment.** The Exhibitor shall not, without the prior written consent of the Organiser, assign, transfer, subcontract or otherwise deal in any manner with any rights or obligations of the Exhibitor under the Contract. The Organiser may at any time (without notice to or consent from the Exhibitor) assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

29.2 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

29.3 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

29.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

29.5 **Third Party Rights.** No one other than a party or permitted assignee to the Contract shall have any right to enforce any of its terms (whether pursuant to the Contract).

29.6 **Entire Agreement.** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to

its subject matter. Each party agrees that it has not relied on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

29.7 **Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of France.

29.8 **Jurisdiction.** EACH PARTY IRREVOCABLY AGREES THAT THE COURTS OF FRANCE SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR ITS SUBJECT MATTER, FORMATION OR INTERPRETATION, NOTWITHSTANDING PLURALITY OF DEFENDANTS AND WARRANTY CLAIMS.

