

GENERAL TERMS AND CONDITIONS EASYFAIRS ORIEX (FRANCE)

ARTICLE 1 : DEFINITIONS

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- **Organiser** : the Organiser of the Event, EASYFAIRS ORIEX, a simplified stock corporation under French law, with a share capital of 75 510 euros, and its main office at 29, rue de Tréville - 75009 PARIS, registered in the Register of Companies and Commerce under the number 501 395 503 RCS PARIS.
- **Event** : the event organized by the Organiser, as covered in the Request for Admission.
- **Candidate-Exhibitor** : the physical or moral person applying to participate at the Event by submitting a Request for Admission.
- **Exhibitor** : the Candidate-Exhibitor whose Request for Admission has been accepted by the Organiser in accordance with the provisions of article 4 of these General Terms and Conditions.
- **Acceptance** : the decision taken by the Organiser to approve the Request for Admission to the Event and to accept the Candidate-Exhibitor as Exhibitor at the Event. The Organiser shall inform the Candidate-Exhibitor of this decision in writing by sending him a confirmation email or invoice in accordance with the provisions of article 5 of these General Terms and Conditions.
- **Building** : the realty in which and/or around which the Event is organized.
- **Opening date** : the official opening date of the Event ; in the event of a preview, said preview will be considered the official opening date of the Event.
- **General Terms and Conditions**: these general terms and conditions.
- **Price terms and conditions** : the prices that apply at the time the Candidate-Exhibitor submits his Request for Admission and at the time of his participation at the Event, and which are appended to the Request for Admission or any other commercial document. The prices mentioned do not include sales tax.

The terms defined in this article shall have the same meaning in the singular and in the plural.

ARTICLE 2 : SCOPE OF THE GENERAL TERMS AND CONDITIONS

2.1 These General Terms and Conditions govern the contractual relationship and all the obligations between the Organiser, on the one hand, and the Candidate-Exhibitor, on the other hand, insofar as the Request for Admission, Acceptance and participation at the Event are concerned.

2.2 The Candidate-Exhibitor and the Exhibitor explicitly waive the application of their own general terms and conditions, even in the event they are drafted after these General Terms and Conditions.

2.3 To be valid, any exemption to the General Terms and Conditions must first, explicitly, be accepted by the Organiser. This provision may only be invoked by the Organiser.

2.4 The Candidate-Exhibitor explicitly declares, through the submission of his Request for Admission, that all the obligations between himself and the Organiser insofar as the Event is concerned will be governed by these General Terms and Conditions, which he declares and acknowledges to have read and accepted, together with the Price terms and conditions appended thereto. He hereby undertakes strictly to abide by same.

2.5 The Organiser reserves the right to modify these General Terms and Conditions at any time. The Organiser undertakes to give the Candidate-Exhibitor 8 (eight) days advance notice of any changes to these General Terms and Conditions.

ARTICLE 3 : REQUEST FOR ADMISSION

3.1 The Request for Admission to the Event shall be made through the request form made available to this end by the Organiser, or by email.

3.2 Submission of the Request for Admission by the Candidate-Exhibitor shall in itself be a binding, irrevocable offer to participate at the Event in accordance with these General Terms and Conditions, the Price terms and conditions and the Request for Admission. Any subsequent change or revocation of the Request for Admission shall be considered a unilateral cancellation by the Candidate-Exhibitor and shall be governed by the provisions of article 6 of these General Terms and Conditions.

3.3 The Request for Admission shall be provisionally recorded by the Organiser, who shall be free to decide to accept it or not in accordance with the provisions of article 4 of these General Terms and Conditions.

ARTICLE 4 : EVALUATION OF THE REQUEST FOR ADMISSION

The evaluation of the Request for Admission will be made by the selection committee of the Event set up by the Organiser.

4.1 Selection criteria

The selection committee handles and evaluates all the Requests for Admission. To this end, it bases itself in particular on the following criteria :

- 1) the availability of the different exhibition spaces;
- 2) the proper balance of the content of the Event;
- 3) the match between the activity of the Candidate-Exhibitor and the purpose of the Event;
- 4) the quality of the products, brands and/or works exhibited;
- 5) the variety of products and/or works exhibited.

4.2 Circumstances justifying refusal of the Request for Admission

A Request for Admission may be refused in one or more of the following cases ; this list is not exhaustive:

- 1) the Request for Admission is not compatible with one or more of the criteria in article 4.1;
- 2) the Candidate-Exhibitor does not comply with one or more of the obligations flowing from his Request for Admission;
- 3) the Candidate-Exhibitor failed to respect one or more obligations at a preceding event organized by the Organiser or by a company linked thereto ;
- 4) the Candidate-Exhibitor may endanger the good order of the Event or the good reputation of the Event or the Organiser;
- 5) the Candidate-Exhibitor does not respect the criteria for equipping and decorating the location or the stand as specified in the Exhibitor handbook;
- 6) the owner or the operator of the Building opposes the acceptance of the Candidate-Exhibitor.

4.3 Refusal of the Request for Admission

The Organiser shall notify the Candidate-Exhibitor of the refusal of the Request for Admission in writing. Said refusal shall in no way engage the responsibility of the Organiser or give rise to payment of compensation by same.

4.4 Acceptance of the Request for Admission

4.4.1 The Organiser shall notify the Candidate-Exhibitor of Acceptance in writing, inter alia by sending him the invoice in accordance with the provisions of article 5 of these General Terms and Conditions. This notification alone shall be tantamount to Acceptance. For example, prior exchange between the Organiser and the Candidate-Exhibitor of letters or other documents (such as the allotment plan mentioned in article 7.2) shall not be deemed Acceptance. The Exhibitor shall only be admitted to the Event when he has paid the full amounts provided for in article 5 of these General Terms and Conditions.

4.4.2 Acceptance shall in no way give rise to a right to participate in a future event - other than the event covered by the Acceptance - subsequently organized by the Organiser or a company linked thereto.

ARTICLE 5 : PRICES, INVOICING AND TERMS OF PAYMENT

5.1 Prices and invoicing

5.1.1 The Exhibitor formally declares that he accepts electronic

invoicing.

5.1.2 The amounts payable by the Exhibitor pursuant to acceptance, unless otherwise provided in the Price terms and conditions, are :

- 1) the registration fee;
- 2) the insurance premium in accordance with the provisions of article 16 of these General Terms and Conditions;
- 3) the costs linked to booking a stand at the Event;
- 4) any other costs provided for in the Price terms and conditions or any other commercial document given to the Exhibitor and accepted by same.

Notwithstanding the provisions of article 6 of these General Terms and Conditions, said amounts shall remain due even in the event the Exhibitor subsequently cancels his participation for any reason whatsoever or decides to reduce the surface area initially requested, by way of compensation for the damage sustained by the Organiser owing to the immobilisation of the location allocated to the Exhibitor.

The amounts listed above shall hereinafter be jointly called the « Amounts due ».

5.1.3 The Amounts due shall be invoiced as follows:
For annual events :

- 1) a down payment of 50% of all the Amounts due (Down Payment) eight days after Acceptance of the Request for Admission;
- 2) the balance of all the Amounts due (« the Balance ») no less than 120 days before the Opening date of the Event ; and
- 3) the price of the technical orders no less than 30 days before the Opening date of the Event.

For non-annual events :

- 1) a part payment of 20% of all the Amounts due (« the First Part Payment) eight days after Acceptance of the Request for Admission;
- 2) a part payment of 30% of all the Amounts due (« the Second Part Payment ») thirteen months before the Opening date of the Event;
- 3) the balance of all the Amounts due (« the Balance ») no less than 120 days before the Opening date of the Event ; and
- 4) the price of the technical orders no less than 30 days before the Opening date of the Event.

In the event the Request for Admission is submitted to the Organiser less than 120 days, but more than 30 days, before the Opening date of the Event, and said Request is accepted by the selection committee, the part payment and the balance will be invoiced together and said amounts must be fully paid for Acceptance of the Request for Admission to be final.

Technical orders will be invoiced no less than 30 days before the Opening date of the Event.

In the event the Request for Admission is submitted less than 30 days before the Opening date of the Event and said Request is accepted by the selection committee, all the Amounts due, in addition to the price of technical orders, will be invoiced together and all the Amounts due must be paid for Acceptance of the Request for Admission to be final.

5.2 Terms of payment

5.2.1 The invoices of the Organisers shall be paid net, without any discount, compensation or clearing charges, no later than 30 days after receipt.

In the event an invoice is issued less than 30 days before the Opening date of the Event, it shall be payable immediately upon receipt, net and without any discount, compensation or clearing charges.

5.2.2 No payment made to a representative or agent of the Organiser will be deemed discharge of payment in the absence of explicit, prior agreement by the Organiser.

5.2.3 Any claim relating to an invoice shall be notified to the Organiser in writing by the Exhibitor within eight days of the invoice date. Said claim in no way affects the obligation of the Exhibitor to pay the other invoices due at the time of the claim and in no way entitles same to

suspend an obligation to pay of any kind or any other obligation vis-à-vis the Organiser.

5.3 Delay in payment

5.3.1 Any delay in payment of the Organiser's invoice in full or in part shall be subject to 8% interest per annum on arrears, without prior formal notice, as of the date due, on all the unpaid amounts (including those not yet due) up until the date of full payment. Furthermore, delay in payment leads, on the same terms and conditions as interest on arrears, to payment of a flat-rate compensation equal to 10% of the amount of each unpaid invoice, with a minimum amount of 250 euros, without prejudice to the right to prove greater damages, in addition to a flat-rate compensation for recovery costs of 40 euros, unless the Organiser is in a position to prove that recovery costs were higher than 40 euros.

5.3.2 In the event of delay in payment, the Organiser shall also be entitled to suspend, without prior formal notice, all his obligations towards the Exhibitor. In the event of delay in payment, the Organiser shall also be entitled to decide not to make the stand or location available to the Exhibitor and to make same available to another Exhibitor.

ARTICLE 6 : CANCELLATION BY THE EXHIBITOR OF HIS PARTICIPATION OR REDUCTION IN THE SURFACE AREA REQUESTED

6.1 Without prejudice to the provisions of article 3.2, cancellation by an Exhibitor of his participation in the event or any reduction in the surface area initially requested in his Request for Admission shall be notified by registered mail to the Organiser, irrespective of whether said cancellation or reduction takes place before or after Acceptance by the Organiser.

6.2 In the event of cancellation by the Exhibitor of his participation, providing said cancellation complies with the provisions of article

6.1, the Exhibitor shall be fully liable, without prior formal notice, for payment of the following cancellation fees to compensate the Organiser for damages arising from immobilisation of the location allocated to the Exhibitor:

1) if cancellation is notified more than thirty days before the Opening date, a cancellation fee equal to the full Amounts due ;

2) if cancellation is notified less than thirty days before the Opening date, a cancellation fee equal to the full Amounts due and, where applicable, the amount of all the other invoices due to the Organiser plus 1 000 euros by way of compensation for the additional damages borne by the Organiser as a result of late cancellation. This compensation for cancellation is irrevocable and totally independent of the reason for cancellation of participation by the Exhibitor. In this case, the Exhibitor explicitly acknowledges that the Organiser may allocate his location or his stand to another exhibitor or specify : « This stand was booked by (name of the Exhibitor) pursuant to his registration dated (date) ».

6.3 If the reduction in the surface area initially requested is notified in accordance with the provisions of article 6.1, and providing the Organiser has explicitly agreed to said reduction, the Exhibitor shall be fully liable, without prior formal notice, for payment of a cancellation fee of 20% of the Amounts due. In addition to said cancellation fee, all the Amounts due for the reduced surface area shall remain payable by the Exhibitor.

If the reduction in the surface area initially requested is notified in accordance with the provisions of article 6.1 and the Organiser does not agree to said reduction, the Exhibitor shall be liable for payment to the Organiser of the amounts provided for under article 6.2 by way of cancellation fee and compensation.

6.4 If the cancellation or reduction is not notified in accordance with the provisions of article 6.1, the Exhibitor shall be fully liable, without prior formal notice, for payment of a cancellation fee of 40% of the Amounts due for unilateral cancellation and additional damages borne by the Organiser as a result of failure to abide by the obligation to provide notice. In addition to said cancellation fee, the Amounts due for the surface area initially requested shall remain due by the Exhibitor.

6.5 Any delay in payment of the cancellation fees and compensation

mentioned in articles 6.2, 6.3 and 6.4 shall lead, without prior formal notice, to payment of interest on arrears at a rate of 8% per annum, starting at the date of due payment, on all outstanding amounts (including those not yet due) up until the date of full payment.

ARTICLE 7 : LOCATIONS

7.1 Allocation of locations

7.1.1 The Organiser is free to allocate locations at the Event to the Exhibitors. In principle, no more than one location per product category or per item will be allocated to each Exhibitor.

7.1.2 Each Exhibitor may send his objections, if any, together with the reasons therefor, to the Organiser within eight days after notification by the Organiser of the location allocated. Upon reception of same, the Organiser shall take a reasoned decision thereon.

Said decision will be final and notified in writing to the Exhibitor.

7.1.3 The Organiser reserves the right at any time to move the location allocated, to modify its shape or to transfer one or more locations allocated to an Exhibitor or group of Exhibitors to one or more other locations as required for the general organization of the Event, whether according to the will of the Organiser or not. Said change or transfer shall not give rise to any right to compensation whatsoever for the Exhibitor.

7.2. Allocation plan

7.2.1 The Organiser provides an allocation plan to the Exhibitor. This plan comes from the owner or operator of the Building and determines the location allocated to the Exhibitor.

Said allocation plan is only provided to the Exhibitor by way of information and any possible differences between the dimensions indicated on the plan (which are only indicative) and the real dimensions of the location allocated may under no circumstances engage the responsibility of the Organiser.

7.2.2 In the event the Exhibitor deems the allocation plan contains erroneous dimensions concerning the location allocated to him, said errors must be notified to the Organiser in writing no later than the first day of assembly. The Organiser shall delegate an agent to take note of any eventual errors in the dimensions. He will not follow up any claims filed after assembly on the location.

7.3. Availability, assembly and equipping of the location

7.3.1 Each Exhibitor undertakes to give the Organiser a file containing, inter alia, the following data and documents concerning the location allocated to him :

- 1) a detailed dimensional drawing;
- 2) a detailed display arrangement;
- 3) the contact details of the delegate appointed by the Exhibitor in accordance with the provisions of article 7.4.2 ; and
- 4) the names of the sub-contractors/installers of the stand hired by the Exhibitor for the Event.

The Organiser reserves the right to make comments on this file. The Exhibitor undertakes to assemble the stand and equip the location in accordance with the file submitted to the Organiser and taking account of any possible comments by the Organiser in addition to the handbook provided by same. The Organiser shall be entitled to refuse to make the location allocated to the Exhibitor available if the stand is not assembled or the location equipped in accordance with the file submitted to the Organiser, taking into account any possible comments made by the Organiser or the handbook provided by same. Furthermore, the Organiser reserves the right at any time to continue to assemble or to equip, to remove or to modify any decoration or other fitting that would harm the general organization of the Event, neighbouring Exhibitors or visitors, which fail to comply with legal safety regulations in force or the file previously submitted with regard to possible comments by the Organiser or the handbook supplied by same.

7.3.2 Without prejudice to the provisions of article 5.3.2, the location will be made available to the Exhibitor at the beginning of the assembly period already notified to the Exhibitor, subject to the right of the Organiser to impose stricter times.

Assembly and fittings on the location allocated must be entirely finished on the Opening day of the Event.

If a location is not occupied one day before the Opening date of the Event, this fact will be deemed cancellation of participation in the Event in accordance with articles 6.4 and 6.5 of these General Terms and Conditions. In this case, the Organiser shall be fully entitled to dispose of said location without prior formal notice and without having first notified the Exhibitor concerned.

7.3.3 Any defect in a location must be notified in writing to the Organiser no later than the first day of the assembly period. In the absence of such notification, the Exhibitor will be deemed to have received the location allocated to him in a perfect state of repair in accordance with the requirements of his activities at the Event. Any defect discovered subsequently will be deemed to have been caused by the Exhibitor and will engage his sole responsibility towards the Organiser.

7.4 Maintenance of the location

7.4.1 The Exhibitor undertakes to maintain the location allocated to him in a perfect state of repair. The Organiser may order cleaning or repairs on the location allocated to the Exhibitor at the expense of the Exhibitor in the event the Organiser deems such useful or necessary.

7.4.2 The Exhibitor shall appoint a delegate responsible for the location allocated to him as of the time said location is made available and for the entire duration of the Event.

7.5 Dismantling of the location

7.5.1 The Organiser shall inform the Exhibitor in advance of the period for dismantling the locations, subject to the right of the Organiser to impose stricter deadlines. The Exhibitor undertakes during this period fully to dismantle and remove the fittings on the location allocated to him. Dismantling the location shall be carried out exclusively by the Exhibitor, who is the sole person responsible towards the Organiser. In the event dismantling of the location is not complete at the end of the dismantling period, the Exhibitor shall be fully liable for payment to the Organiser, without prior formal notice, of a flat-rate compensation of 20% of the Amounts due, in addition to the other amounts due to the Organiser by the Exhibitor pursuant to his participation at the Event.

7.5.2 Without prejudice to the provisions of article 7.3.3, the Exhibitor shall leave the location in a perfect state at the end of the dismantling period. If this is not the case, the Organiser shall be entitled to recover from the Exhibitor all the costs of repairs, cleaning, dismantling and removal on the location.

ARTICLE 8 : PRODUCTS, PARTS, WORKS AND APPLIANCES

EXHIBITED 8.1 Authorized products, parts, works and appliances

The Exhibitor undertakes to exhibit at the Event only such products, parts, works and appliances described in detail in the Request for Admission or in any other of the Exhibitor's documents, providing the Organiser has accepted them. The Organiser shall be entitled to check and, where necessary, to have the products, parts, works and appliances exhibited removed at the expense of the Exhibitor.

8.2 Banned products

The following are banned from the Event, and from inside or around the Event Building : products, materials and goods that do not comply in part or in full with all the legal requirements, dangerous or unpleasant products, materials and goods and in general any products, materials and goods the Organiser may deem dangerous or liable to inconvenience the Exhibitors or visitors at the Event (including, but not only, explosive or flammable materials).

The Organiser may refuse such products, materials and goods and have them removed at the expense of the Exhibitor, without prejudice

to the provisions of article 18 of these General Terms and Conditions.

8.3 Safety requirements

8.3.1 The products, parts, works and appliances exhibited must be equipped and installed in accordance with the legal, regulatory safety requirements and the specific safety rules that apply to the Building. During the event, all the requisite precautions shall be taken by the Exhibitor to guarantee the safety of the other Exhibitors and visitors at the Event. Products, parts, works and appliances exhibited remain at all times, including after the opening hours of the Event, under the control and supervision of the Exhibitor.

8.3.2 The Exhibitor is responsible vis-à-vis the Organiser for any direct or indirect damage (including loss of income, lawyer and bailiff fees, etc.) following an incident caused entirely or partially, directly or indirectly, by the products, parts, works and appliances that he has exhibited or for which he gave a demonstration. The Exhibitor undertakes to intervene at the initial request of the Organiser in any procedure or claim involving the Organiser (as defendant or plaintiff) that is linked in any manner whatsoever with the products, parts, works and appliances he has exhibited or for which he gave a demonstration.

ARTICLE 9 : USE OF ONLINE SERVICES AND PRODUCTS

9.1 In the event the Organiser has legitimate reasons to believe the Exhibitor is publishing or disseminating illegal or harmful activities via the online services and products of the Organiser (for example, by email or through direct requests for offers or in the event online handbook) or, in general, is using the online services and products of the Organiser in an unauthorized manner (for example, violation of third party intellectual property rights or illegal commercial practices), the Organiser shall be entitled to take all the measures he deems fit to put an end to said unauthorized use of online services and products, in particular through an immediate ban on said Exhibitor's access to online content and/or suspension of said Exhibitor's access to the online products and services of the Organiser, in the absence of any right to compensation for the Exhibitor, even if it subsequently transpires that the content was not illegal.

9.2 The availability of the Organiser's online services and products may be interrupted in the event of force majeure, following events beyond the control of the Organiser, for reasons of maintenance or in the event of breakdown. Interruptions shall not give rise to any right to compensation for the Exhibitor. The Organiser shall endeavour to notify interruptions to the Exhibitor within a reasonable time and to limit insofar as possible the duration of said interruptions.

9.3 The Organiser may suspend or terminate delivery of online services and products pursuant to administrative or court order or injunction. In this case, the Exhibitor shall not be entitled to compensation.

9.4 In the event of suspension or termination of online services and products or suppression of Exhibitor access to online content, said Exhibitor shall be liable for payment of costs linked to the online services and products he ordered.

9.5 Suspension or termination of online services and products or a ban on Exhibitor access to online content in no way entitles said Exhibitor to suspend or terminate his obligations to the Organiser.

ARTICLE 10 : INTELLECTUAL PROPERTY

10.1 The Exhibitor guarantees that his activities at the event, including, but not only, the goods and services he exhibits at the Event, in addition to any publicity, in no way violate the rights of any third parties whatsoever, such as intellectual property rights (including, but not only, copyright, trademarks, patents, models) and are in no manner illicit or illegal.

The Exhibitor also guarantees that all the information on his activities made available to the Organiser within the framework of the Event, for example for publication in the Event guidebook, the catalogue or on the Event website, are complete and accurate, in no way violate the rights of third parties and are in no way illicit or illegal.

10.2 The Exhibitor furthermore guarantees that the photos, illustrations, other graphic works and/or texts sent to the Organiser for publication in the Event guidebook, the catalogue or on the Event website, or which are given to the press, are royalty-free, in such manner that the Organiser may use, reproduce, manage or employ them in any way

whatsoever. If this is not the case, the Exhibitor takes responsibility for and undertakes to pay any rights due for photos, illustrations, other graphic works and/or texts given to the Organiser and to compensate the Organiser for any costs, damages, claims or losses arising from failure to respect intellectual property rights. In the event a third party opposes use of said photos, illustrations, other graphic works and/or texts, the Exhibitor shall immediately inform the Organiser in writing. The Exhibitor hereby declares and acknowledges permanent assignment to the Organiser, free of charge, of any rights he may have to said photos, illustrations, other graphic works and/or texts.

10.3 The Organiser reserves the right to take photos during the Event, and during the periods of assembly and dismantling, in addition to the right to use, reproduce, communicate, assign or utilize the photos in any other manner whatsoever. This is expressly accepted by the Exhibitor.

10.4 The Organiser has the exclusive right to publish the Event catalogue. The Exhibitor shall provide the Organiser with the information designed for the catalogue in time. The Organiser is entitled to modify said information and texts, and the Exhibitor shall have no right to oppose same. The Organiser may not be held responsible for errors in the texts and/or translations of the catalogue.

The Organiser is the sole holder of copyright and other intellectual property rights to the catalogue. Reproduction or public communication of all or part of the catalogue is therefore forbidden, unless prior written authorisation has been obtained from the Organiser.

10.5 If an exhibitor learns about a possible violation of third party rights through the goods and services he exhibits at the Event, he shall inform the Organiser in writing without delay and provide him with a copy of all the relevant documents.

10.6 The Exhibitor guarantees the Organiser, the owner and operator of the Building, their administrators and any other of their agents against any claims by third parties for violation of intellectual property rights or any other violation linked to the activities of the Exhibitor (and his agents) within the framework of the Event, including, but not only, the goods and services presented and promoted at the Event by the Exhibitor or the publicity he may make. The Exhibitor undertakes fully to compensate the Organiser for any damages and costs sustained, including the full costs of legal assistance, linked to violation (whether presumed or not) by the Exhibitor of the rights of third parties. The Organiser is entitled at any time, pursuant to complaint by a third party, at the request of a legal or administrative authority, or on his own initiative, to have the products, parts, works and appliances exhibited by the Exhibitor, publicity or any other object with an illegal or harmful content, removed, and the exhibitor shall have no right whatsoever to compensation.

ARTICLE 11 : DATA PROTECTION

11.1 Within the framework of the Fair, it is agreed that the Exhibitor will provide to Easyfairs ORIEX SAS a list of his clients and prospects, whom he wishes to invite or inform of his participation to the Fair.

Easyfairs ORIEX SAS will send the invitations or participation offers with regard to the Fair to the concerned persons or companies.

The Exhibitor ensures that the contact lists, which he will provide to Easyfairs ORIEX SAS, have been drawn up in accordance with the European data protection regulation and that the persons concerned have been informed of the possibility for the Exhibitor's partners, amongst which Easyfairs ORIEX SAS, to reuse the contact details for marketing purposes. The Exhibitor guarantees Easyfairs ORIEX SAS against any recourse by his clients or prospects with regard to the use of their contact details in order to inform them of the Fair or related events. He will inform Easyfairs ORIEX SAS without delay of any possible objection of his clients or prospects to the processing of their contact details by Easyfairs ORIEX SAS.

Easyfairs takes the protection of its clients' privacy very seriously and commits to process the personal data it collects or receives from its partners in accordance with the General Data Protection Regulation. For more details concerning our data processing activities, please consult our privacy policy.

ARTICLE 12 : NONTRANSFERABILITY AND BAN ON SUBLETTING

12.1 The obligations under these General Terms and Conditions cannot be transferred in full or in part in any manner whatsoever by the Candidate-Exhibitor or the Exhibitor in the absence of explicit, prior agreement from the Organiser.

In the event the Organiser explicitly agrees to said transfer, the Candidate-Exhibitor or Exhibitor making the transfer shall remain jointly and severally responsible together with the transferee Candidate-Exhibitor or Exhibitor for all the obligations under these General Terms and Conditions.

12.2 The Exhibitor is forbidden to rent in any manner whatsoever all or part of his location at the Event.

ARTICLE 13 : LEGAL OBLIGATIONS OF THE EXHIBITOR

13.1 The Exhibitor is required at all times to respect all the laws and regulations that apply to him in the framework of his participation at the Event, including but not only, all the laws and regulations pertaining to fair commercial practices, labelling, customs and excise, privacy protection, intellectual property, etc.

13.2 The Organiser may at any time turn down a Candidate-Exhibitor or an Exhibitor or put an end to his participation at the Event in the event of failure to respect this provision, without prior warning ; this shall not give rise to any action for damages by the Exhibitor.

ARTICLE 14 : BAN ON SMOKING

In accordance with decree n° 2006-1386 of 15 November 2006 laying down the conditions of implementation of the ban on smoking in public places, it is strictly forbidden to smoke at the Event. Exhibitors shall enforce this ban in and around their location at the Event.

ARTICLE 15 : BAN ON DISTRIBUTING FREE INVITATIONS

The distribution of free invitations is forbidden, together with the use of invitations or entrance tickets other than those made available to the Exhibitor by the Organiser.

ARTICLE 16 : INSURANCE

16.1 Exhibitors shall take out civil liability insurance for the Event. They may do so by purchasing the collective insurance policy the Organiser may take out on behalf of the Exhibitors. In general terms, this policy covers damages the Exhibitor may cause to third parties or the property or possessions of third parties, in accordance with the provisions of said policy. In the event of claim, the Exhibitor shall immediately provide the Organiser and the broker indicated by the Organiser with a detailed written report of the circumstances that led to the claim.

16.2 The Organiser also offers Exhibitors the possibility of taking out insurance for the products, parts, works and appliances exhibited by purchasing a « Comprehensive Exhibition » insurance policy that the Organiser may take out on behalf of the Exhibitors. In general terms, this policy covers, both day and night for the duration of the Event, theft and damage of products, parts, works and appliances exhibited by the Exhibitor, in accordance with the provisions of said policy. The Exhibitor shall draw up a detailed inventory setting out the value of the objects to be covered by this insurance policy and transmit it to the Organiser and the broker indicated by the Organiser no later than the day before the goods arrive at the Event or no later than before the departure of the goods from the Exhibitor's premises.

In the event of claim, the Exhibitor shall immediately provide the Organiser and the broker indicated by the Organiser with a written report of the circumstances that led to the claim. In the event of theft, the Exhibitor shall also immediately file a complaint with the police and obtain a police report.

16.3 In order to benefit from the civil liability insurance and the « Comprehensive Exhibition » insurance policy mentioned in articles 16.1 and 16.2 of these General Terms and Conditions, the Exhibitor shall fill in the order forms in the Exhibitor Event file. The Exhibitor is only covered by these insurance policies after full payment of the relevant premiums. All the costs borne by the Organiser as a result of lack of insurance on the part of an Exhibitor or failure by an Exhibitor to abide by the provisions of article 16 herein shall be fully reimbursed by the Exhibitor to the Organiser. In the event of insufficient coverage, the insured Exhibitor shall bear the uncovered part of the damages.

Exhibitors may at any time be apprised of the general terms and conditions of the insurance policies proposed by the Organiser pursuant to a request sent to the broker indicated by the Organiser.

Exhibitors are under no obligation to take out an insurance policy proposed by the Organiser, but must be fully insured to order to participate in the Event.

The Organiser does not act as co-insurer, insurance broker or intermediary.

16.4 In the event of damage, the Exhibitor irrevocably and unconditionally renounces any action or recourse against the Organiser, the owners, operators or occupants of the Building, the sub-contractors and participants at the Event, the directors, managers, administrators or agents of said companies or entities in addition to all persons or companies linked to these companies or entities.

Furthermore, the Exhibitor irrevocably and unconditionally renounces, in his name and in the name of persons authorized by him and his insurers, any action or recourse against the Organiser, the owners, operators or occupants of the Building, the sub-contractors and participants at the Event, the directors, managers, administrators or agents of said companies or entities in addition to all persons or companies linked to these companies or entities, pursuant to all the legal provisions or regulations or by reason of any damage caused directly or indirectly to him or to third parties. The Exhibitor undertakes, in his name and on behalf of persons authorized by him, to notify this waiver of recourse to his insurers for damages, civil liability and occupational accidents.

ARTICLE 17 : EXCLUSION AND LIMITATION OF LIABILITY

17.1 The Organiser may not be held liable for damages of any kind (including, but not only, operating loss, consequential damage, loss of income or damage or loss as a result of theft) to the stand or location and/or the products, parts, works and appliances exhibited or any other belonging of the Exhibitor or the Exhibitor himself or one of his employees or agents, or the participants at the Event. The Organiser may only be held liable in the event of proven, serious misconduct or grave negligence and said liability shall be limited to direct damage to the exclusion of any indirect damage of any kind whatsoever.

17.2 The Organiser may not be held liable for acts by third parties that prevent the Exhibitor from using his stand or his location.

17.3 If the Organiser cannot (totally) invoke exclusion or limitation of liability in accordance with these General Terms and Conditions, the Exhibitor acknowledges and accepts that the Organiser's liability is limited to a maximum amount equal to the Amounts due.

ARTICLE 18 : EXPULSION

18.1 The Organiser reserves the right, ipso jure, and without prior formal notice, to expel an Exhibitor from the Event and to terminate any contractual relationship with same in the event of failure by said Exhibitor to respect the General Terms and Conditions and any other contractual obligation vis-à-vis the Organiser.

18.2 The Organiser also reserves the right, ipso jure, and without prior formal notice, to expel an Exhibitor from the Event and to terminate any contractual relationship with same in the event of bankruptcy, insolvency or inability to honour his debts.

18.3 Expulsion of the Exhibitor in no way affects enforceability of the Amounts due by same.

18.4 In the event of refusal by the Exhibitor to voluntarily leave the location, the Organiser may have him forcibly expelled, at the exclusive expense of the Exhibitor.

18.5 In the event of expulsion, the Exhibitor shall compensate the Organiser for any direct or indirect damages (including loss of income, lawyer and bailiff fees, loss of reputation, etc.) sustained by the Organiser as a result of said expulsion.

18.6 In the event of expulsion, the Exhibitor will not be entitled to any reimbursement of amounts paid or any compensation whatsoever from the Organiser.

ARTICLE 19 : FORCE MAJEURE

19.1 The obligations of the parties are suspended or limited for the duration of force majeure in accordance with article 1218 of the Civil Code

The party noting the event shall inform the other party without delay of his inability to honour an obligation and to justify why. Suspension of obligations may under no circumstances be a cause for liability for non-performance of the obligation concerned, or lead to payment of damages or penalties for arrears.

Fulfilment of the obligation is suspended for the entire duration of the force majeure. Therefore, as soon as the cause of suspension of mutual obligations disappears, the parties shall spare no efforts to resume as quickly as possible the normal performance of their contractual obligations.

19.2 In the event of force majeure, the Exhibitor will not be entitled to any reimbursement of amounts paid or any compensation whatsoever from the Organiser.

ARTICLE 20 : CHANGE OF PLACE, DATE OR COMPLETE OR PARTIAL CANCELLATION OF THE EVENT

(i) If circumstances beyond the will or reasonable control of the Organiser (including, but not only, any action taken by the owner or operator of the Building, any strike or industrial action whatsoever involving the employees of the Organiser) make it impossible to organize the Event or part of the Event at the planned place and date, the Organiser shall have the right to cancel the Event, to move it in full or in part, to change the date or shorten the duration and/or limit the periods of assembly and/or dismantling. In this case, the Organiser is free to decide at his full, exclusive discretion whether to compensate the Exhibitor or not, in the absence of any obligation to compensate whatsoever. Said compensation by the Organiser, if granted, shall be proportionate to the balance of the total amount of registration fees received by the Organiser for the Event, determined by the Organiser after deduction of the costs borne by the Organiser and his reasonable remuneration for the Event. The amount of said compensation shall in no case exceed the amount paid by the Exhibitor. The Exhibitor hereby acknowledges that he may not claim payment of any reimbursement, compensation or costs under these circumstances.

(ii) A change in venue for the Event within a radius of 50 km from the place initially planned will not entitle the Exhibitor to cancel his participation at the Event. Any change in venue within a radius of more than 50 km from the place initially planned will entitle the Exhibitor to cancel his participation within 15 calendar days following notice of the change of venue. Once this 15 calendar day deadline has elapsed, the Exhibitor will be deemed to have accepted the change of venue.

No change in the date of the Event within a period of 30 days before or after the date initially planned will entitle the Exhibitor to cancel his participation. Any change in the date of the Event beyond a period of 30 days before or after the date initially planned will entitle the Exhibitor to cancel his participation within 15 calendar days following notice of the change of date. Once this 15 calendar day deadline has elapsed, the Exhibitor will be deemed to have accepted the change of date.

(iii) If the Organiser decides not to organize the Event for any reason whatsoever (including for commercial reasons), but it is not a case of force majeure as described above, only the reimbursement of

instalments and invoices already paid will be due to the Exhibitors, and the Exhibitors will not be entitled to any compensation whatsoever (for eventual damages or other reasons).

ARTICLE 21 : GENERAL PROVISIONS

21.1 The following documents, listed below from the most general to the most specific, are an integral part of these General Terms and Conditions :

- 1) the Request for Admission;
- 2) the Price terms and conditions;
- 3) the Exhibitor handbook.

In the event of contradiction between one or more of these documents, the following rules shall apply : the more specific document shall take precedence over any other more general document.

21.2 Any previous agreement or contract entered into, whether written or oral, shall be deemed null and void and fully replaced by the provisions of these General Terms and Conditions.

21.3 In the event one of the provisions of these General Terms and Conditions is null and void, this will in no way affect the validity of the other provisions of the General Terms and Conditions, unless it is a decisive clause that led one of the parties to consent to enter into the contract. Said null and void provision will be replaced, insofar as possible, by a valid provision that is as close as possible to the initial objective of the Organiser.

ARTICLE 22 : APPLICABLE LAW, JURISDICTION AND LANGUAGE

22.1 These General Terms and Conditions are drafted in French. In the event they are translated into one or more languages, the French text only will be the authoritative text in the event of dispute.

They shall be subject to French law..

22.2 Any dispute relating to these General Terms and Conditions shall be exclusively and definitively ruled on by the Paris commercial court.

22.3 In the event of dispute, the Organiser, the Candidate-Exhibitor and the Exhibitor shall be bound to use the French language.

