



## EXHIBITOR REGISTRATION FILE INNOVATION POLE 2021

Filling in this form does not guarantee your participation as an exhibitor in the innovation pole.  
Your innovation will be studied by our team which will grant you or not a place in the pole.

### RETURN THIS FILE TO :

**CHORUS S.A.**  
Parc du Golfe  
8 rue Daniel Gilard  
56 000 Vannes

**Elisa BIGARET**  
Innovation pole manager  
+33 6 15 22 25 70  
evenements.chorus@lechorus.com

**Albane COMOT**  
Event manager  
+33 6 45 46 11 86  
albane.comot@lechorus.com

### EXHIBITOR INFORMATION

Company name : .....  
Address : .....  
Post code : ..... Town : .....  
Country : ..... Mobile : .....  
Name and position of signatory : .....  
E-mail : .....

Company registration (mandatory) : .....  
Intracommunity VAT number (mandatory) : .....

Invoicing contact Tél : ..... E-mail : .....  
Stand contact Tél : ..... E-mail : .....

#### Contact for the show

*(this contact will be mentioned in the Official Show Catalogue)*

Surname : ..... First name : .....  
Function : .....  
Phone number : ..... Mobile : .....  
E-mail : .....

#### Invoice address (if different)

Company name : .....  
Recipient's name : .....  
Address : .....  
Post code : ..... Town : ..... Country : .....  
E-mail : .....  
Company registration (mandatory) : .....  
Intracommunity VAT number (mandatory) : .....

**Stand sign** : .....

*This name will be printed on your stand sign and in the Official Show Catalogue.*

Your website : .....  
Your Facebook page : .....  
Your LinkedIn page : .....

# EXHIBITOR REGISTRATION FILE

## INNOVATION POLE 2021



### Business sectors

- Associations
- Educations
- Packaging, equipment and products, equipment, clothing, safety
- Administrations and public services
- Official partners
- Environment and waste management
- Shellfish equipment and supplies
- Water treatment
- Fish farming
- Hatcheries, nurseries
- Transport
- Handling, construction
- Services
- Ship building
- Algae
- Others

### Equipment or services exhibited

(for very heavy or bulky equipment, please contact us to let us know)

.....

.....

.....

### Innovations exhibited on your stand

.....

.....

.....

### Description of your business (400 characters max.)

This text will present your company / organisation in the Official Show Catalogue [MANDATORY]

.....

.....

.....

.....

## YOUR STAND SPACE

Your space is allocated according to the surface area required for the presentation of your innovation.

#### Your participation includes:

- A table and two chairs,
- Electricity
- A sign printed with your name
- WIFI access
- Invitations
- Exhibitor badge

## TECHNICAL AND LOGISTICAL

#### For your delivery :

- Delivery to be sent to the Parc des Expositions Le Chorus, Parc du Golfe, 8 rue Daniel Gilard, 56000 VANNES
- It is imperative to indicate your phone number on your delivery, the person in charge of the file and the name of your company
- Deliveries must be made no earlier than 5 (working) days before the opening of the event to the public and during the opening hours of the Chorus.

**Contact :** Philippe BLANCHO - philippe.blancho@lechorus.com

# EXHIBITOR REGISTRATION FILE

## INNOVATION POLE 2021



### COÛT PARTICIPATION

**TOTAL ex. VAT : €360**

VAT 20 % : €72

**TOTAL inc. VAT : €432**

**50% deposit at reservation : €216 inc. VAT**

### TO BE JOINED IMPERATIVELY

- A deposit of 50% of the total including tax
- 1 KBIS extract less than 3 months old
- Certificate of insurance against material damage
- Certificate of professional liability

**I, the undersigned**.....  
duly authorized by the above Company and for which I vouch,

- Declares having read and accepted, by signing this document, the general conditions of sale present in the appendix.
- Desires, subject to admission by the Organizer and to the extent possible, the areas and services specified on this request according to the prices indicated.
- Request to exhibit the products, articles, goods, materials set out in the request, to the exclusion of all others.
- Undertake to comply with the requirements of said regulation and those of labor, safety and hygiene.
- Undertake to respect the set up, tear-down and public opening times indicated in the exhibitor's guide, which will be sent after registration. In case of dispute, only the court of Vannes is competent.
- Hereby declares, to give my firm and definitive adhesion to the exhibition and agrees to occupy the location defined in Hall B under the terms of payment for any duration of the demonstration.
- Undertake to pay 50% of the TOTAL amount including tax of the request upon signature.

**Payments to be made by check payable to « Chorus SA » or by bank transfer.**

**Name for the transfer : Shellfish and Marine Cultures Show 2021.**

Bank Code : 31489

Sort Code : 00040

Account Number : 00226340770

Key : 82

Adress : CALYON

IBAN : FR76 3148 9000 4000 2263 4077 082

Intracommunity : FR94414583039

APE : 8320 Z

BIC : BSUIFRPP

**Date** : .....

**Location** : .....

**Signature and company stamp preceded by the mention "Read and approved" :**



## PARTICIPATION CONTRACT

General Terms and Conditions of Sale applicable as of 1 January 2021

### DEFINITIONS -

**General Terms and Conditions of Sale or GTCS :** these general terms and conditions that set out the rights and obligations of the Organiser and Exhibitors in terms of the organisation and roll-out of the Event.

**Contract :** includes (i) the participation request approved by the Organiser and the corresponding Quote, (ii) these General Terms and Conditions of Sale, (iii) the documents referred to in Article 1 below, as well as (iv) any special terms and conditions or requests for additional services, agreed between the Parties.

**Quote :** commercial proposal of services provided to the Exhibitor by the Organiser, with the description of the services and the pricing established on a case-by-case basis.

**Participation file :** the completed file returned by an Exhibitor that wishes to take part in the Event, notably including the Quote and these General Terms and Conditions of Sale.

**Exhibitor Area :** area on the Event's website containing various kinds of information reserved for Exhibitors.

**Exhibitor Guide :** the file given to Exhibitors whose participation in the Event has been accepted by the Organiser, containing various types of information reserved for Exhibitors.

**Exhibitor :** any natural and/or legal person that has entered into a Contract with the Organiser to obtain the provision of services for the Event in question.

**Organiser :** the organiser of the Event, namely the company CHORUS, legal form S.A with a capital of 50 000 euros, registered with the Trade and Companies Register of RCS de VANNES under the number 414 583 039 whose registered office is located at Parc des Expositions - Parc du Golfe 56000 VANNES.

**Event :** any event or public gathering organised by the Organiser within the Venue and/or via a digital platform, for example a trade fair, exhibition, congress or show.

**Provision of services/Services :** services or products rented and/or purchased by the Exhibitor from the Organiser, as described in the Quote and, if relevant, in any subsequent Service purchase orders.

**Venue :** refers to all events operated by the Organiser and within which the Event is to be held.

### PREAMBLE -

The Exhibitor and the Organiser (hereinafter individually or collectively referred to as the «Party(ies)») came together to define and agree the terms and conditions for participation in the Event pursuant to the request made by the Exhibitor to the Organiser.

Following their discussions, the Exhibitor and the Organiser agreed to collaborate according to the conditions set out below. With this in mind, this Contract replaces any other document previously exchanged between the Parties.

Within this context, both the Exhibitor and the Organiser declare that they have received all the information required to engage in their commitments, and that they have also fully understood and accepted their respective commitments under the terms of this Contract.

In this respect, the Exhibitor acknowledges that its essential obligations under the Contract are as follows:

- (i) to transmit all information and/or elements and/or to perform all the formalities required to enable the Organiser to carry out the Services,
- (ii) to pay the Contract price in full, on the dates indicated, including any contribution to insurance fees, if applicable.

For its part, the Organiser recognises that its essential obligation is to fulfil the Services agreed - as described in the Quote and, if relevant, the purchase orders for additional Services - within the deadlines specified and according to the required quality standards, and based on an obligation of means.

### ARTICLE 1 - ORDERING SERVICES

**1.1** Participation requests are made on specific paper or electronic forms dedicated to each Event. They are to be completed and signed by the Exhibitors. Where the participation request is made by a legal person, the entity's legal form, capital and registered office shall be indicated. The participation request form shall be signed by the entity's legal representatives or by any natural person deemed to have full powers for such purpose. The Contract is firm and definitive and the Exhibitor undertakes to pay the amount of the Contract as soon as the Organiser receives the duly-signed Participation File returned by the Exhibitor; unless the participation is refused by the Organiser for justified reasons, as set out in Article 3 below. When

the request is made in electronic format, it must be completed and signed in accordance with the procedures set out in Article 1.2 of these GTCS below. The participation request is firm and definitive, subject to a potential refusal by the Organiser for justified reasons, as set out in Article 3 below.

Any participation request implies the Exhibitor's full acceptance of: this Contract,

the safety specifications - internal regulations of the venue hosting the Event, the special technical regulations listed in the Exhibitor Area and/or in the Exhibitor Guide (regulations concerning access to the Venue, waste processes, etc.).

The Contract therefore comprises all of the aforementioned documents, as well as all provisions relating to public order applicable to Events organised in France. The Exhibitor also undertakes to comply with any new provisions that it may be notified of by the Organiser, even verbally, if the circumstances or the interests of the Event so require.

### 1.2 - ORDERING SERVICES VIA AN ELECTRONIC MEDIUM

If Exhibitors submit their participation request using an electronic medium, they must login to their Exhibitor Area with the identifier and password that the Organiser already sent them by email. When logged in to their Exhibitor Area, Exhibitors have access to the interface that enables them to create and complete their participation request.

After filling in all the required information, Exhibitors then have access to a page containing a summary of their participation request, the terms of payment for the deposit and the contents of the Contract. Exhibitors acknowledge that they have fully understood and accepted the provisions of the Contract prior to confirming their participation request by clicking on the button or text provided for this purpose. Exhibitors are hereby informed that by clicking on the confirmation button or text, it shall be deemed that they have signed and unconditionally accepted the Contract, which is firm and definitive, subject to the potential refusal by the Organiser for justified reasons, as set out in Article 3 below. After validating their request, Exhibitors receive an email confirming that the Organiser has received the request and is processing it. This email also contains a summary of the request and a copy of the Contract in PDF format.

### ARTICLE 2 - EXHIBITORS & CO-EXHIBITORS

**2.1** If the Exhibitors are importers or representatives, considered as business intermediaries, they must submit a brand/model «certificate» signed by each of the firms whose products or materials are to be exhibited. These special forms are to be requested from the Organiser. The Organiser reserves the right to check that the equipment or product exhibited complies with the nomenclature provided in the participation request form. If any of the above guidelines are not followed, the Organiser shall be obliged to take action, and possibly close the non-compliant exhibition space or terminate the Contract.

**2.2** Where authorisation is granted by the Organiser in the Participation File, any co-Exhibitor that participates in an Event using the exhibition space of another Exhibitor, even on a one-off basis, must formally inform the Organiser of their presence, by completing a participation request and entering into a Contract with the Organiser, according to these terms and conditions. A registration fee and insurance costs will be charged. This Contract shall provide all the benefits enjoyed by an acknowledged Exhibitor (registration in the guide, insurance, etc.). Moreover, co-Exhibitors must comply with the obligation to leave their equipment on their exhibition space for the entire duration of the Event, since no removal of equipment is permitted during the Event. The main Exhibitor may host a co-Exhibitor provided that the minimum area allocated to each Exhibitor on the same exhibition space is  $\geq 9\text{m}^2$  (e.g.: 1 co-Exhibitor, if stand area  $\geq 18\text{m}^2$ ; 2 co-Exhibitors, if stand area  $\geq 27\text{m}^2$ ), unless specified otherwise in the Exhibitor Area of the Event concerned.

**2.3** For the duration of the Event, within the venue and its immediate vicinity, all Exhibitors shall refrain from any act or conduct that may constitute parasitic behaviour or unfair competition with regard to the Event and/or its Exhibitors and/or Partners. Moreover, the Organiser reserves the right to temporarily or permanently refuse access or expel any Exhibitor whose behaviour is detrimental to the peace or safety of the Event, the Organiser and/or other Exhibitors and/or visitors.

### ARTICLE 3 - CONTROL OF BOOKINGS, ADMISSIONS OR REFUSALS

The Organiser may make rulings at any time concerning participation refusals or admissions, including after receipt of the participation request as specified in Article 1 above, with no right of appeal. A participation request may therefore be refused by the Organiser (who shall provide justification for its refusal), notably with regard to the provisions of Article 2 (above) and Article 9 (below) and/or, if relevant, with regard to the suitability of the Exhibitor's offer in relation to the Event's strategic positioning. The exhibition spaces shall be marketed again for each new instalment of an event; no Exhibitor can therefore claim to have enjoyed a specific space during previous events, in order to request the same space again. Furthermore, an Exhibitor whose participation request is refused in accordance with the provisions of this Article may not contest the refusal on the basis that their participation was accepted at previous Events, nor may they argue that they were invited to take part by the Organiser. The fact that the Organiser refuses the Exhibitor's participation may not give rise to the payment of any compensation, other than the reimbursement of the amounts already paid to the Organiser,



excluding the administrative costs of opening the file, which shall be retained by the Organiser. The consequences of a withdrawal are set out in this Contract.

#### ARTICLE 4 - VENUE

If circumstances so require, and notably in the case of force majeure, the Event Organiser reserves the right to change the venue(s) of the Event at any time, while remaining within the same catchment area of the Event, without the validity of the Contract being brought into question. The new venue(s) for the Event shall be chosen as far in advance as possible, taking into account the constraints of all stakeholders (Organiser, Exhibitors, sponsors, visitors, etc.).

#### ARTICLE 5 - PENALTIES FOR NON-PERFORMANCE OF THE CONTRACT 5.1 NON-PERFORMANCE EXCEPTION

In accordance with the provisions of Articles 1219 et seq. of the French Civil Code, the performance of the Contract may be suspended by either Party in the event the other Party fails to perform any of its essential obligations, after formal notice has been sent by registered letter with acknowledgement of receipt, and within the period set out in the terms of said letter. All costs resulting from the resumption of the performance of the Contract by either Party shall be invoiced to the defaulting Party, based on supporting documents proving the costs incurred. At the end of this period, if no change has occurred to allow the performance of the Contract to resume, then the Contract shall be automatically terminated to the detriment of the defaulting Party. The latter shall be notified of the termination by registered letter with acknowledgement of receipt.

#### 5.2 TERMINATION OF THE CONTRACT

It is expressly agreed between the Parties that the failure by either Party to fulfil any of their essential obligations as set out in the preamble above may result in the termination of the Contract, after the defaulting Party has been given formal notice by registered letter with acknowledgement of receipt, and no action has been taken to remedy the situation within the deadline provided. The latter shall be notified of the termination by registered letter with acknowledgement of receipt, and the termination shall take immediate effect. If the termination is due to a fault on the Exhibitor's part, the Exhibitor shall pay (upon receipt of the invoice) all the costs incurred by the Organiser (duly justified, but not less than 10% of the amount of the Contract) for the performance of the Contract up to the date of termination, as well as compensation calculated as follows:

- 1/ termination between the date of the Contract signature and the 181st day before the opening date of the Event: 50% of the total amount of the Contract;
- 2/ termination between the 180th day and the 121st day before the opening date of the Event: 75% of the total amount of the Contract;
- 3/ termination between the 120th day and the opening date of the Event or during the Event: 100% of the total amount of the Contract.

If the termination is due to a fault on the Organiser's part: the Organiser shall reimburse any advance payments made, minus the sums corresponding to any services correctly performed and duly justified by the Organiser up to the date of termination, which shall remain payable by the Exhibitor. In all cases, the Organiser's liability shall be limited to the provisions set out in Article 33.3.

#### 5.3 FORCED PERFORMANCE

Given the specific nature of the Services concerned and the essential expertise required to perform the Organiser's obligations in line with the terms of the Contract, the Parties expressly agree to waive the application of the provisions set out in Articles 1221 and 1222 of the French Civil Code.

#### ARTICLE 6 - POSTPONEMENTS, CANCELLATIONS, FORCE MAJEURE - COVID 19 6.1 - GENERAL PROVISIONS

Pursuant to the provisions of Article 1218 of the French Civil Code, the obligations of the Parties shall be suspended in the event of a case of force majeure. By express agreement, the following events shall be considered as cases of force majeure: (i) war, riots, fire, strikes, natural disasters, shortages of raw materials, epidemics, pandemics (including that linked to COVID-19), transport strikes, administrative closure of the Venue by a competent authority with the requisite power in terms of the police and safety issues, even if all legal conditions and jurisprudence concerning force majeure are not met; (ii) a proven threat of terrorism or the occurrence of an act of terrorism

The Party that is the victim of a force majeure event shall notify the other Party by registered letter with acknowledgement of receipt as soon as the event occurs and the performance of their obligations shall then be suspended.

(i) If the obstacle is temporary, the performance of the obligation shall be suspended, unless the resulting postponement would justify the termination of the Contract. If the Contract continues, the Exhibitor shall pay the Organiser all the costs incurred during the contract suspension period as well as any other costs that may be incurred when the Contract resumes, based on supporting documents proving the costs incurred.

(ii) If the obstacle is definitive, the Contract shall be terminated by operation of law and the Parties shall be released from their obligations. The termination shall

result, upon receipt of the invoice, in the payment of all internal and external costs incurred by the Organiser in the performance of the Contract up to the date of the occurrence of the force majeure event.

#### 6.2 - POSTPONEMENT OR CANCELLATION OF THE EVENT

If, for any reason whatsoever, including force majeure, the Organiser is forced to postpone or cancel the Event, the following provisions shall apply, by way of derogation to the provisions of Article 6.1 above. Concerning the application of the provisions of this Article, it is hereby specified that communications between the Organiser and the Exhibitor may be made by letter or email. After the announcement of the postponement or cancellation of the Event by the Organiser, each Exhibitor shall have a period of 10 working days to inform the Organiser of their decision. If no reply is received from the Exhibitor within the time limit specified, the Organiser reserves the right to decide which option shall apply.

#### 6.2.1 - IF THE EVENT IS POSTPONED

(«postponement» being understood to mean a new date within 12 months of the previously announced date):

CASE 1: If the Exhibitor accepts the postponement: their Contract shall be automatically postponed to the new date. The amount of the Contract shall remain due in full, with each Party responsible for paying its own costs linked to the change of date.

CASE 2: If the Exhibitor does not accept the postponement of their participation in the Event (whatever the reason for the refusal, including a case of force majeure), then the Exhibitor may exercise one of the following two options:

Option 1: to receive a credit note for a future event organised by the Organiser, corresponding to the amounts already paid by the Exhibitor for the performance of the Contract;

Option 2: the sums already paid by the Exhibitor shall be refunded in full. This refund shall be subject to a deduction equivalent to 20% of the amount of the Contract to cover part of the costs incurred by the Organiser, if the announcement of the postponement and the request for the refund occur less than 30 days before the initial scheduled starting date of the Event.

#### 6.2.2 - IF THE EVENT IS CANCELLED

the Exhibitor may exercise one of the following two options:

Option 1: to receive a credit note for a future event organised by the Organiser, corresponding to the amounts already paid by the Exhibitor for the performance of the Contract;

Option 2: the sums already paid by the Exhibitor shall be refunded in full. This refund shall be subject to a deduction equivalent to 20% of the amount of the Contract to cover part of the costs incurred by the Organiser, if the announcement of the cancellation and the request for the refund occur less than 30 days before the initial scheduled starting date of the Event.

If the Event is subject to several successive postponements, the «initial scheduled starting date» is understood to be the date announced at the time of the previous postponement.

If only the «physical» part of the Event is postponed or cancelled, the above conditions shall only apply to the part of the Contract amount linked to the Exhibitor's physical presence at the Event.

#### ARTICLE 7 - UNFORESEEABILITY

The Exhibitor and the Organiser agree to waive the application of the provisions of Article 1195 of the French Civil Code.

#### ARTICLE 8 - EXHIBITORS' OBLIGATIONS

In concluding a Contract with the Organiser, Exhibitors have an obligation to occupy the exhibition space allocated by the Organiser, within the time frame specified by the latter in the Exhibitor Area/Exhibitor Guide, and to leave their exhibition stand/installations in place until the close of the Event. It is strictly forbidden for Exhibitors to pack or remove their equipment before the close of the Event. On a general level, Exhibitors must strictly comply with the regulations in force, as well as any other regulation that may be added or substituted, and in particular regulations concerning intellectual property, subcontracting, health, safety and clandestine work. The conclusion of the Contract implies that Exhibitors agree to fully comply with any measures concerning law and order that may be recommended by the authorities or the Organiser. Any breach of the contractual documents, as described in Article 1 above, and any other provision referred to herein, or any other provision that is legally binding on the Exhibitor, may result in the immediate temporary or permanent exclusion of the Exhibitor by operation of law, with no compensation or reimbursement of any amounts paid, without prejudice to any damages for the Organiser. The Organiser declines all responsibility for the consequences of non-compliance with the contractual documents and/or the regulations in force. This exclusion may be valid both for the duration of the Event and for any other subsequent event organised by the GL events group, if the seriousness of the offence so warrants.

Exhibitors are obliged to participate in the Event within the professional category



to which their product samples belong. They may only exhibit the products for which they made their participation request. They may only distribute catalogues and leaflets exclusively relating to the objects they are exhibiting.

#### ARTICLE 9 - NOMENCLATURE/SAMPLES OR OBJECTS ALLOWED

Exhibitors exhibit their products under their own name or company name. They may only display in their exhibition space the materials, products or services listed in the Participation File Form, and accepted by the Organiser as corresponding to the nomenclature of the Event, under penalty of exclusion from the Event and/or the termination of the Contract. Exhibitors may not advertise in any form whatsoever for non-exhibiting third parties, or for the products of those third parties, unless they have been expressly authorised to do so by the latter. To this end, when sending the Participation File to the Organiser, Exhibitors must produce the specific authorisation certificate issued by the third parties. Exhibitors are responsible for taking all necessary steps to ensure that their parcels are delivered in good time.

#### ARTICLE 10 - PROHIBITED SAMPLES

Explosive materials, detonating products and, in general, all hazardous or harmful materials are strictly forbidden, unless express prior authorisation has been granted by the Organiser. Any Exhibitor that brings such products onto their stand without prior express authorisation shall be obliged to remove them without delay at the request of the Organiser, failing which the Organiser shall carry out the removal at the Exhibitor's expense and risk, without prejudice to any legal proceedings that may be brought against the Exhibitor concerned. The installation or operation of any object or device that may disturb other Exhibitors and/or the Organiser in any way is strictly prohibited.

#### ARTICLE 11 - PROHIBITION OF TOTAL OR PARTIAL TRANSFER

The exhibition space allocated to an Exhibitor must be occupied by the latter. The transfer of all or part of an exhibition space in any form whatsoever is strictly forbidden, under penalty of immediate closure of the exhibition space and early termination of the Contract by the Organiser.

#### ARTICLE 12 - FLIERS, LOUDSPEAKERS, SOLICITING

Fliers may only be distributed within the exhibition spaces allocated to each Exhibitor, unless specific additional communication services have been purchased or expressly authorised by the Organiser. Soliciting and advertising using loudspeakers, in any way whatsoever, are strictly prohibited. Audio announcements during the Event are reserved for information about services that may be of interest to exhibitors and visitors. Advertising or personal announcements are not allowed.

#### ARTICLE 13 - SIGNS, POSTERS, COMMUNICATION

##### 13.1 SIGNS, POSTERS

It is forbidden to place signs or advertising panels outside the exhibition space in locations other than those reserved for this purpose, and which are indicated on the drawings sent to the Exhibitors upon their request, unless specific additional communication services have been purchased. Billboards or posters placed inside the exhibition space and visible from the outside must be approved by the Organiser, who may refuse them, if they interfere with the order or smooth operation of the Event, or if they are in contradiction with the very nature or purpose of the Event. The same provision shall apply to the advertising panels made available to Exhibitors on the Event site. In the event of non-compliance, the Organiser shall have any signs, billboards or posters that are in breach of the Contract removed at the Exhibitor's expense, risk and peril and without any prior notice. Exhibitors undertake to comply with the provisions of the French Act No. 91-32 of 10 January 1991 concerning the fight against smoking and alcoholism.

##### 13.2 ONLINE COMMUNICATION

In order to optimise digital communication about the Event, Exhibitors shall not create «event» pages on social networks (Facebook, Twitter, LinkedIn, etc.) concerning their presence at the Event, or concerning the Event in general. Exhibitors are invited to relay the «event» pages created by the Organiser.

##### 13.3 GENERAL COMMUNICATION

If, with the agreement of the Organiser, Exhibitors communicate about the Event on digital media (websites, social networks, apps, etc.) and/or physical media (insertions, press releases, etc.), they shall comply with the graphic charter of the Event, as well as any other instructions sent by the Organiser relating to the communication concerned.

#### ARTICLE 14 - PHOTOGRAPHS, FILMS, SOUNDTRACKS

Photographs, video films and soundtracks made by professionals on the premises of the venue hosting the Event may be authorised, subject to written agreement from the Organiser. A draft or copy of the media must be given to the Organiser within fifteen days after the close of the Event. This authorisation may be withdrawn at any time and for any reason. Exhibitors expressly authorise the Organiser to use any photos or films representing their exhibition space (including all representations of their brands, logos, products or animals, unless they expressly notify the Organiser

of their refusal) produced during the Event for its own exclusive promotion, on whatever medium (including the websites operated by the Organiser).

Exhibitors hereby authorise the Organiser - who reserves the right for the purpose of commercial references and for its own promotion - to reproduce and distribute all or part of (i) their image (ii) photographs and/or videos representing the Exhibitor (including its employees, collaborators, representatives or agents) and its exhibition space, (iii) the Exhibitor's trade name and/or brand on all physical or digital media, notably in the Organiser's Group catalogue, institutional brochure, sales documentation, press and advertising publications, websites, and pages created on social networks or on smartphone applications, as well as through all other forms/formats of publication in France and abroad for a period of 5 (five) years from the date of the Event.

To this end, Exhibitors declare and guarantee that they are the exclusive holders of the rights attached to the elements referred to above and that they therefore possess all the rights and authorisations needed to authorise the use granted to the Organiser, failing which the Exhibitors shall expressly warn the Organiser or guarantee and indemnify the Organiser against all claims that might be brought concerning the use of the rights mentioned above.

Exhibitors waive any right to remuneration in this respect as well as any right of use pertaining to any potential communication actions by the Event's partners. Any comments or captions accompanying the reproduction or representation of the photos/videos must not be detrimental to the Exhibitors' image and/or reputation.

#### ARTICLE 15 - PERSONAL DATA - COMPLIANCE

##### 15.1 PROCESSING OF PERSONAL DATA BY THE ORGANISER

In accordance with French Act No. 78-17 of 6 January 1978, as amended, and Regulation (EU) 2016/679 (GDPR), the Organiser, as the data controller, must process the personal data provided by Exhibitors within the framework of their request to participate in the Event.

Providing the personal data requested in this context is required to process the above-mentioned request, and is therefore necessary for the request to be taken into account.

The personal data is processed for the following purposes:

- A) To manage and monitor the contractual or pre-contractual relationship (processing of participation requests, quotes, orders, invoicing, management of unpaid invoices and disputes, management of stand installation, publication of certain data in the Exhibitor Area);
- B) To operate, develop and manage customer/prospect databases (sending newsletters, commercial prospecting, organisation of competitions, processing requests to exercise rights, managing contact requests, organising business meetings);
- C) To improve and personalise the services provided to the Exhibitor (statistics, satisfaction surveys, newsletter subscriptions);
- D) To transfer personal data to the Organiser's partners as part of a business relationship (transfers);
- E) To ensure compliance with legal obligations.

The legal basis for the processing of personal data, whose purpose falls within the above-mentioned categories, is:

For category A): the performance of the Contract or the fulfilment of pre-contractual measures taken at the Exhibitor's request.

For categories B) and C): the legitimate interest that these categories represent for the Organiser.

For category D): the Exhibitor's consent. This may be withdrawn at any time afterwards.

For category E): compliance with legal obligations.

The recipients of these personal data are the relevant departments in the Organiser's organisation, the Organiser's partners or GL events Group companies (if relevant), and certain service providers. Some of these recipients may be located outside the European Union. Where necessary, appropriate safeguards have been put in place, in particular through the inclusion of the standard data protection clauses adopted by the European Commission.

The Organiser shall store personal data for the time required to perform the operations for which they were collected, in accordance with the aforementioned Regulation 2016/679, and for the time required to fulfil its legal obligations and/or, if the Organiser carries out commercial prospecting, for a maximum period of three years from the last actual contact with the prospect/customer, unless exceptions are justified by a particular context.

Exhibitors have the right to access, delete and rectify their personal data, as well as the right to data portability, the right to limit the processing of their data and the right to define general and specific directives specifying the way in which they wish their rights to be exercised, after their death. Exhibitors are expressly informed that they also have the right to object to the processing of their personal data on the basis of legitimate reasons, and the right to object to the use of such data for commercial prospecting purposes.

To exercise their rights, Exhibitors must send a letter to the Organiser - specifying their last name, first name and the postal address at which they wish to receive the reply - to the following address: **GL events**, Service DPO - Compliance, 59 quai Rambaud, 69002 Lyon, France or by email to the following address: [info@lechorus.com](mailto:info@lechorus.com)



Exhibitors may file a claim with the CNIL (French Data-protection Commission).

## 15.2 PROCESSING OF PERSONAL DATA BY EXHIBITORS

Exhibitors are fully and individually responsible for the personal data processing operations that they carry out. In this respect, Exhibitors undertake to comply with the obligations that apply to any data controller and, notably, to transfer the personal data collected to the Organiser, if need be, in accordance with the requirements of the legislation and regulations in force.

Furthermore, Exhibitors expressly guarantee the Organiser against any complaints, claims and/or demands from third parties that the Organiser may be subject to, due to an Exhibitor's failure to fulfil its obligations as data controller. Exhibitors shall compensate the Organiser for any prejudice suffered and shall pay all costs, compensation, fees and/or court orders that the Organiser may have to bear due to their failing.

## 15.3 CODE OF BUSINESS CONDUCT

The GL events Group has established a CODE OF BUSINESS CONDUCT that sets out the values defended by the Group and defines the rules the Group follows, and therefore asks its partners to comply with. The Code can be downloaded at the following page: <https://www.gl-events.com/fr/ethique-conformite>. Exhibitors declare that they have read and accept the terms of this Code.

## 15.4 FIGHT AGAINST CORRUPTION AND INFLUENCE PEDDLING

The Parties establish their business relations on the principles of transparency and integrity. The GL events Group has an ANTI-CORRUPTION CODE OF CONDUCT which can be downloaded at the following page <https://www.gl-events.com/fr/ethique-conformite>.

In accordance with these principles, the business relations and negotiations between the Parties shall not lead to any type of conduct or action on their part – or that of their directors, managers or employees – that may be qualified as active or passive corruption or influence peddling. During their relationship, the Parties reserve the right to ask each other what measures they have taken to ensure that their legal representatives, employees, subcontractors, suppliers and agents, or any third party that they may commission, adhere to the same commitments and comply with the principles of transparency and integrity. This Article constitutes an essential commitment in the relationship between the Parties.

## ARTICLE 16 - STATE OF THE EXHIBITION SPACES

The exhibition spaces must be kept in an impeccable state. Bulk packaging and items not used for the presentation of the exhibition space, as well as the staff cloakroom, must be kept out of sight of visitors. The exhibition space must be permanently occupied by a competent person during opening hours. Exhibitors shall not empty their exhibition space or remove any of their items before the end of the Event, even if the Event is extended. It is forbidden to leave exhibits covered during the opening hours of the Event, and the protective covers used during the night must not be seen by visitors. They must be stored within the exhibition space out of sight. The Organiser reserves the right to remove any items that are in breach of safety regulations, and cannot be held responsible in any way for any resulting damage or loss. Any person employed for the Event by Exhibitors must be properly dressed, always courteous and well presented. They shall not in any way challenge or disturb visitors or other Exhibitors.

## ARTICLE 17 - USE - CHANGES TO EXHIBITION SPACES - DAMAGE, WITHDRAWAL OF USE

Exhibitors shall take exhibition spaces allocated to them as they are and shall maintain them in the same state. The Organiser is responsible for the final allocation of the exhibition spaces and shall do its best to take into account the wishes expressed by the Exhibitors, in relation to the strategic positioning of the Event and the products or services concerned, as well as the exhibition spaces available on the date the Participation File was received. Making changes (external appearance, numbering, height of the structures delivered, etc.) to the exhibition spaces is strictly prohibited.

Exhibitors shall be responsible for any damage caused to equipment, buildings or trees, and to the ground they occupy, caused by their installations, personnel or animals and must pay for the cost of repair work. The Exhibitors' exhibition space must be laid out and equipped in accordance with the rules set out in the Exhibitor Area/Guide, notably with regard to the configuration of the premises and compliance with the provisions of the safety specifications. Exhibitors with spaces located outdoors shall submit the plans of the constructions they would like to erect on their exhibition spaces to the Organiser. If, due to an unforeseen incident or event beyond its control, the Organiser cannot deliver the exhibition space assigned to an Exhibitor, the latter shall not be entitled to any compensation other than the reimbursement of the participation fee. However, no refund shall be payable if the Exhibitor has been given another exhibition space by the Organiser. Exhibitors must take care of the equipment placed at their disposal, under penalty of paying the costs to replace the damaged equipment. The installations shall be set up in accordance with the safety regulations in force. Companies that decorate stand interiors are not authorised to handle or carry out electrical installations. Exhibitors shall inform the Organiser about the characteristics of all the equipment they wish to install, as soon as requested.

If an Exhibitor fails to comply with the conditions specified in the documents that make up the Contract as regards the use and installation of additional fittings, special equipment or specific installations, the Organiser shall automatically

remove the items concerned, at the Exhibitor's expense and risk, without prejudice to any additional compensation that the Organiser may claim from the Exhibitor.

**Safety:** For the duration of the Event, Exhibitors shall comply with the safety provisions at the Event, as well as the general guidelines concerning the Event organisation, and shall ensure that all persons under their responsibility who visit their exhibition space (visitors, service providers, etc.) comply with the same provisions. Exhibitors must be present during the safety commission's visit and must be able to provide any official documents (classification report, etc.) that the commission may request.

## ARTICLE 18 - APPROVED COMPANIES

The companies approved by the Organiser are the only ones authorised to carry out work, provide services or supply equipment, whether the latter be mandatory or optional within the framework of the Event.

## ARTICLE 19 - POWER AND FLUID DISTRIBUTION

**19.1** The Organiser is dependent on utility companies for the distribution of fluids (notably water) and power and cannot be held responsible in the event their distribution is interrupted, whatever the period of time involved.

**19.2** For safety reasons, only persons appointed by the Organiser are authorised to work on the Event's electrical networks or to open the electrical boxes and cabinets, which must remain accessible to them at all times, while being out of reach of the general public. There is no guarantee the electricity supply will not be subject to mini-outages and/or outages attributable to the electricity supplier.

## 19.3 INTERNET ACCESS/WI-FI SERVICE

Exhibitors undertake to use the Internet/Wi-Fi service in accordance with the legislation in force. The Organiser cannot be held liable in any way whatsoever for any messages, data, files, content or signals sent and/or received by Exhibitors while using the internet/Wi-Fi service made available by the Organiser, nor for the possible illicit nature of the websites and content visited, consulted or placed online by an Exhibitor when using the service. Consequently, Exhibitors shall guarantee the Organiser against all direct or indirect, material or non-material damage caused by their use of the Internet/Wi-Fi service.

**19.4** Exhibitors acknowledge that they are aware of the risk of breaches in the security and confidentiality of data and content sent and/or received on the Internet. Exhibitors are solely responsible for the measures used to protect the security and confidentiality of their data, content and applications while using the Internet and Wi-Fi services. Furthermore, any connection to the Internet and Wi-Fi service made using the identifiers allocated to a given Exhibitor shall be deemed to have been made by the latter.

## ARTICLE 20 - WASTE DISPOSAL

The Organiser reserves the right to pass on all or part of the charges, taxes and constraints incurred pursuant to the regulations in force. The Organiser shall also make the Exhibitors aware that it is in their interest to manage the waste they produce.

## ARTICLE 21 - SCHEDULES, ACCESS AND CIRCULATION

The exhibition spaces are accessible to Exhibitors and visitors on the days and at the times specified in the Exhibitor Area/Guide. The electricity supply shall be interrupted and Exhibitors are formally forbidden from entering the halls after the close of the Event. Exhibitors must comply with the conditions concerning access to and circulation within the Venue's indoor and outdoor areas, as set out in the Venue's internal regulations.

## ARTICLE 22 - PARKING

If necessary, additional parking spaces can be rented by completing a specific form contained in the Exhibitor Area/Guide, which sets out the corresponding rights and obligations. Owners park their vehicles at their own risk, since the fees charged only cover parking and not supervision.

## ARTICLE 23 - FOOD SERVICES STANDS

Any Exhibitor operating a stand providing food services must comply with the regulations in force and declare their activity to the relevant health services (Direction Départementale de la Protection des Populations) (French Regional Directorate in charge of protecting the population], who have the right to visit the Event.

## ARTICLE 24 - RETURNING THE EXHIBITION SPACE

All Exhibitors must remove their samples and fixtures, furniture and decorations immediately when the Event closes. The Organiser expressly declines all responsibility for any objects and equipment left behind beyond the deadline specified above. In the event of an accident caused by an Exhibitor's objects or equipment, the Organiser reserves the right to have the Exhibitor's exhibition space



cleared automatically and at any time, at the Exhibitor's expense, risk and peril, without prejudice to any damages and interest the Organiser may claim.

#### ARTICLE 25 - CANCELLATION, FAILURE TO OCCUPY THE EXHIBITION SPACE

**Cancellation** - In the event the Exhibitor cancels the entire order for the Provision of Services set out in the Contract, for any reason whatsoever (including force majeure), the Exhibitor shall pay the Organiser compensation calculated as follows:

- 1/ cancellation between the date of the Contract signature and the 60th day before the opening date of the Event: 50% of the total amount of the Contract;
- 2/ cancellation between the 59th day and the 30th day before the opening date of the Event: 75 % of the total amount of the Contract;
- 3/ cancellation between the 29th day and the opening date of the Event or during the Event: 100% of the total amount of the Contract.

In all cases, the Exhibitor must notify the Organiser of the cancellation request by registered letter with acknowledgement of receipt. The date of receipt shown on the receipt slip shall act as the reference date between the Parties.

If a total cancellation is requested following a postponement or cancellation of the Event by the Organiser, the terms set out in Article 6.2 shall apply, notwithstanding the provisions of this Article.

In the event an Exhibitor cancels part of their order (reduction in surface area and/or cancellation or modification of the services ordered), the penalties specified above shall be applied proportionately to the amount corresponding to the surface area and/or services cancelled. This provision shall apply even if the Event is changed or postponed.

**Failure to occupy the exhibition space** - Stands or exhibition spaces that are not used within the time-frames specified in the Exhibitor Area shall be deemed unoccupied; the Contract shall then be terminated automatically and the Organiser may, by express agreement, use the spaces as it wishes. The full amount of the Contract (order for the Provision of Services and, if applicable, additional services) shall remain payable to the Organiser. These provisions shall not apply if the failure to occupy the space is due to one of the situations mentioned in Article 6.2 of this Contract.

#### ARTICLE 26 - MANDATORY INSURANCE

##### 26.1 Civil Liability Insurance

Exhibitors must have professional civil liability insurance covering their activities and the financial consequences of any damage caused by one of their employees and/or one of their subcontractors and/or persons/service providers appointed by them and/or caused by their goods, furniture or equipment. Exhibitors shall maintain these guarantees and insurances for the entire duration of this Contract and provide proof of this to the Organiser when requested.

##### 26.2 Property Damage Insurance

When it is proposed, Exhibitors shall take out property damage insurance guaranteeing their goods for a value of up to €5,000 (five thousand euros), put in place by the Organiser and indicated on the participation request form. Beyond this coverage, the Organiser may request an additional insurance guarantee. In the event of damage to their equipment, the Exhibitors and their insurers shall waive all claims against the Organiser and its insurers. The clauses, guarantees, deductibles and exclusions (in particular theft) are set out in the detailed information sheet sent to the Exhibitor upon request. The insurance terms and conditions are subject to change in accordance with the requirements of the insurers. Any changes shall be accepted by the Exhibitors, who shall not consider these as being of such a nature as to call the Contract into question. The period of coverage provided by this mandatory insurance covers the period during which the Event is in operation and until it closes to the public. Outside this period, the Organiser declines all responsibility for any theft and/or damage.

If no such insurance is proposed, Exhibitors must take out property damage insurance with the insurer of their choice, guaranteeing their goods for a value of not less than €10,000 (ten thousand euros). In the event of damage to their equipment, the Exhibitors and their insurers shall waive all claims against the Organiser and its insurers. Exhibitors shall maintain these guarantees and insurances for the entire duration of this Contract and provide proof of this to the Organiser when requested. If property damage insurance is taken out by the Exhibitor as set out above, the Organiser declines all responsibility in the event of theft and/or damage.

In all cases, the Organiser cannot be held liable for any incidents, including theft, loss, destruction, etc., concerning the Exhibitors' personal effects and objects, notably laptops, tablets, telephones and, more generally, all electronic devices, cash and other valuables, as well as works of art and collectors' items, jewellery and furs, precious stones, pearls, and watches.

##### 26.3 Outdoor exhibition spaces

The coverage set out in section 26.2 above does not apply to outdoor exhibition spaces. The Organiser cannot be held responsible in the event of theft, deterioration or any other material or non-material damage, whether subsequent or not,

involving the property and equipment belonging to Exhibitors or in their custody, whatever the nature of the items. To this end, the Exhibitors and their insurers shall waive all claims against the Organiser and its insurers, whatever the grounds. Exhibitors are therefore responsible for insuring the goods/items that belong to them or that are in their custody against theft, deterioration or any other material or non-material damage, whether subsequent or not.

#### ARTICLE 27 - NUISANCES

Since the agreement binding the Exhibitors to the Organiser is of a personal nature, Exhibitors must behave in a manner consistent with the general interests of the Event, particularly with regard to visitors and other participants. With this in mind, in the event of a dispute or disagreement with the Organiser or other Exhibitors, they hereby undertake not to do anything that could harm the smooth running of the Event. Any attitude that is detrimental to the smooth running of the Event and any failure to comply with provisions of the contractual documents may result, at the Organiser's initiative, in the offender's immediate exclusion from the Event and the termination of the Contract.

#### ARTICLE 28 - PAYMENT

The deposit mentioned in the Participation File is payable when the Exhibitor orders the Services from the Organiser, as set out in Article 1 above, and as soon as the Participation File is signed. Orders concerning technical services can only be registered if all previous invoices have been paid in full.

- Any technical services ordered cannot be delivered to an Exhibitor that has not settled the outstanding balance due.
- If the deposit or the outstanding balance have not been paid by the Exhibitor within the deadlines specified, the Organiser reserves the right to terminate the Contract and/or to re-market the exhibition space initially offered to the Exhibitor concerned.

The invoice(s) shall state the date on which payment is to be made, without any discounts.

In accordance with the provisions of Article 1223 of the French Civil Code, any price reduction requested by an Exhibitor in the event of the Organiser's failure to meet its contractual obligations must be expressly accepted by the Organiser beforehand.

Any delay in the Exhibitor's payment of the sums owed on the due date, for whatever reason whatsoever, shall (after prior notice has been served) result in the payment of interest on the outstanding amount calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, although this rate may not be less than three times the legal interest rate in force on that date (depending on the due date, the ECB rate applicable during the first half of the year in question shall be the rate in force on 1 January of the year concerned and the rate applicable during the second half shall be the rate in force on 1 July of that year). The Exhibitor shall also be liable for a fixed compensation sum for debt collection costs in commercial transactions, as provided for in Articles L.441-10 and D.441-5 of the French Commercial Code, as well as for any additional compensation amounts, upon presentation of proof.

#### ARTICLE 29 - SALES TO PRIVATE INDIVIDUALS, TAKE-AWAYS AND TASTING SESSIONS

Exhibitors must comply with the regulations in force concerning sales to consumers and distance selling. Taking orders and making sales are authorised during the Event, subject to compliance with the regulations in force. Visitors must have a valid invoice from the Exhibitor in order to take goods out of the venue. All Exhibitors involved in sales must keep an inventory of incoming and outgoing goods. Each Exhibitor must be able to present their inventory book to the expert inspector at any time, or the goods may not be included in the insurance coverage. Auction sales, «pyramid selling», «hard selling» and «upselling» are prohibited. Any Exhibitor who uses the above-mentioned sales techniques may have their Contract immediately terminated by the Organiser by operation of law, and may be liable to pay damages, without prejudice to the fact that the Exhibitor may be brought into third-party proceedings in the event that a claim is made against the Organiser by a consumer or a representative of the latter who is the victim of such a practice. The sale of food products and beverages is subject to a prior written request being sent to and approved by the Organiser. If an authorisation to sell food and beverages is granted, the Exhibitor concerned must comply with the specific regulations applicable.

#### ARTICLE 30 - DISPLAY OF PRICES - CONSUMER INFORMATION

Exhibitors shall comply with the regulations in force concerning the display of prices.

In accordance with the provisions of Article L.224-59 of the French Consumer Code, Exhibitors shall inform their consumer customers that their purchases do not give rise to a right of withdrawal:

- through the display of a sign in their exhibition space: Exhibitors shall display a panel that can be clearly seen by consumers and which is no smaller than A3 in size, using a font size no smaller than 90mm, with the following sentence





written upon it: «Consumers do not benefit from the right of withdrawal for any purchase made at [this fair] or [this exhibition] or [on this stand]» (French ministerial Decree of 2 December 2014);

through an inset box placed in its contract proposals: the contracts that Exhibitors propose to consumers shall clearly mention in an inset box located in the contract header, using a font size that may not be smaller than size 12, the following sentence: «Consumers do not benefit from the right of withdrawal for any purchase made at a fair or exhibition» (French ministerial Decree of 2 December 2014).

However, Exhibitors may voluntarily grant a right of withdrawal for purchases made in their exhibition space.

NOTE: a right of withdrawal shall apply to contracts that involve a consumer credit agreement and those resulting from a personal invitation to come to an exhibition area to collect a gift.

Finally, Exhibitors are informed of the fact that, in view of current jurisprudence (Ruling of 17 December 2019, case 465/19 B & L Elektrogeräte GmbH), if the purchase is made as a result of the Exhibitor's canvassing outside its exhibition space, the visitor may exercise a right of withdrawal.

#### ARTICLE 31 - CIRCULATION OF ALCOHOL

Exhibitors subject to regulations concerning indirect taxes must, on their own initiative, complete the formalities required in terms of a temporary licence or excise bond. During the course of the Event, the tax authorities have the right to visit the stands.

#### ARTICLE 32 - THE EXHIBITORS' RESPONSIBILITY

Exhibitors are solely responsible for their exhibition space and any furniture/animals in the space concerned, with regard to participants, service providers appointed by the Exhibitor, visitors or guests, as well as the Organiser, and Exhibitors are responsible for ensuring that the provisions set out in the Contract are communicated and complied with.

Exhibitors shall be personally responsible for obtaining the permits/authorisations required to sell alcoholic or non-alcoholic beverages, broadcast music (by making the necessary declarations to the collective management organisations (SACEM, SPRE, etc.)), and to use the intellectual property rights, signs, brands, etc., used in their exhibition space, without this list being exhaustive. They shall also be responsible for paying the fees due to the competent bodies. If requested by the Organiser, Exhibitors must be able to provide proof of this as soon as possible, in writing.

Exhibitors hereby declare that they shall comply with all legal and regulatory requirements in force that may apply to the Event. In this respect, they declare that they shall strictly comply with and ensure compliance with the requirements in force, notably with regard to signs, signage, road systems, health, police, noise, hygiene, safety and the labour inspection authority, in order to ensure that no claim may be brought against the Organiser.

Exhibitors shall be solely responsible, in both criminal and civil terms, for the potential consequences of failing to possess any relevant authorisation, and cannot seek the Organiser's liability for any reason whatsoever.

However, Exhibitors shall guarantee the Organiser against any consequences that may result from non-compliance with the above provisions.

Exhibitors that install sound equipment are responsible for its compliance with Articles R. 571-25 to R. 571-28 and R. 571-96 of the French Environment Code relating to the requirements applicable to establishments that receive the public and habitually broadcast amplified music. The Exhibitors concerned shall be liable in the event of an infringement or a claim brought by a third party.

In the event that the acceptable sound level is exceeded, the Organiser reserves the right to ask the Exhibitor concerned to make the necessary changes.

Any damage noted after the Event has taken place shall be invoiced to the Exhibitor concerned. Any damage, deterioration, loss or breakage noted by the Organiser during the actual period the premises are made available (including the periods of assembly and dismantling) shall be invoiced to the Exhibitor concerned, unless the cause can be attributed to the Organiser. The invoice for repairing the damage must be paid as soon as the invoice is received. Any repairs required to restore equipment or property to its original condition shall be organised and carried out by the Organiser, at the sole expense of the Exhibitor concerned. The cost of repairing any damage caused by the installation of the equipment ordered by the Exhibitors shall be borne exclusively by the Exhibitor concerned.

#### ARTICLE 33 - THE ORGANISER'S RESPONSIBILITY

**33.1** With regard to the general organisation of the Event, the Organiser is subject to an obligation of means. The Organiser shall do its utmost throughout the period needed to organise the Event (average duration of 6 to 12 months for annual events, and 24 months for biennial events) to ensure that the Event is to the complete satisfaction of all stakeholders. Nevertheless, Exhibitors expressly acknowledge that any Event organisation may be subject to a number of uncertainties (economic issues, weather, etc.) and that the Organiser cannot provide any guarantee as to the economic benefits for Exhibitors, notably in terms of the scheduling and layout of the Event, the number of exhibitors, attendance and visibility.

**33.2** As regards the general contracting services, the Organiser guarantees the Provision of services is in compliance with the Contract. Exhibitors shall check this compliance before any use. Any claims regarding the fulfilment of the Services by the Organiser must be made in writing to the Organiser before the end of the Event, in order to be observed and taken into account. No claims shall be accepted after the end of the Event.

**33.3** If, during the performance of the Contract, the Organiser is found liable for any damages, for any reason or cause whatsoever, and notably for any direct and indirect damages (including non-material damages), this liability shall be strictly limited to a sum not exceeding the price or the portion of the price indicated in the Contract concerning the Service recognised as being unfulfilled or defective by judicial ruling, without this sum being able to exceed the limit(s) of the guarantees in the Organiser's insurance contract; the Organiser shall inform Exhibitors of these limits upon request.

#### ARTICLE 34 - ASSIGNMENT - TRANSFER

An Exhibitor may assign or transfer all or part of its rights and obligations under the Contract to its subsidiaries or to any person that takes the Exhibitor's place as a result of the reorganisation, consolidation, division, sale or transfer of a substantial part of its business, capital/voting rights or its assets (that are concerned by this Contract), as part of an overall reorganisation or partial reorganisation of one or more of the Exhibitor's activities, subject to prior written notification to the Organiser. The assignment or transfer shall entail the beneficiary's full compliance with the Contract.

The Organiser may assign all or part of its rights and obligations under this Contract to one of the companies in the GL events Group which could take its place as a result of the reorganisation, consolidation, division, sale or transfer of a substantial part of its business, capital/voting rights or its assets (that are concerned by this Contract), as part of an overall reorganisation or partial reorganisation of one or more of its activities.

#### ARTICLE 35 - NULLITY OF A PROVISION

In the event one of the provisions herein should become null and void, the Parties shall seek equivalent legally valid provisions in good faith. In any case, the other provisions and terms of this Contract shall remain in force.

#### ARTICLE 36 - APPLICABLE LAW - ATTRIBUTION OF JURISDICTION

This Contract and any order for the Provision of Services between an Exhibitor and the Organiser shall be subject to French law. Any dispute that may arise between an Exhibitor and the Organiser relating to the formulation and/or interpretation and/or performance and/or termination of these terms and conditions and/or of any contract concluded between the Exhibitor and the Organiser shall fall under the exclusive jurisdiction of the Commercial Court of the district in which the Organiser's registered office is located, even in the event of third party proceedings or multiple defendants, including any dispute relating to the severance of the contract or any commercial relationship, pursuant to the provisions of Article L.442-1 of the French Commercial Code.