



## **1. SCOPE AND ENFORCEABILITY OF THE STANDARD TERMS AND CONDITIONS OF EXHIBIT SPACE RENTAL**

These Standard Terms and Conditions of Exhibit Space Rental are systematically handed over or communicated to each exhibitor in order to enable the latter to apply for admission to the exhibition.

Consequently, each application implies acceptance in full and without qualification by the exhibitor of these Standard Terms and Conditions of Exhibit Space Rental. Unless formally agreed in writing by the Organiser, no special condition shall prevail over these Standard Terms and Conditions. Failing such express acceptance, any contradictory provision imposed by the exhibitor shall not be enforceable vis-à-vis the Organiser, regardless of when such provision is notified to the latter.

## **2. ADMISSION**

Applications for admission shall be submitted to the Organiser.

Receipt of the application by the Organiser shall imply that the prospective exhibitor has duly perused the exhibition rules and regulations as set forth in the exhibitor's application file and that it unconditionally accepts same.

Applications for admission by applicants that are experiencing financial hardship and/or that are debtors of and/or parties to a dispute with the Organiser or its group shall be rejected.

In any event, all goods, products or services presented by the exhibitor shall conform to French and European regulations and standards and shall fall within the scope of the Organiser's register of acceptable exhibit items.

Applications will only be considered if they have been duly signed by an authorised officer of the applicant firm.

Rejection of an application shall not give rise to the payment of damages.

Admission to the exhibition will be confirmed by an official notification on the part of the Organiser to be sent to the exhibitor within a reasonable period.

## **3. FIRST INSTALMENT PAYMENT**

A first instalment payment as defined in the price-list shall be remitted by the exhibitor to the Organiser together with the application for admission.

Upon receipt of said payment, an invoice for the corresponding amount will be sent to the exhibitor. This amount will be refunded to the exhibitor if the latter's application is rejected. However, this sum will be retained in full by the Organiser as agreed damages if the applicant withdraws its application or cancels its participation. This sum will also be retained in part by the Organiser as agreed damages if the applicant partially cancels his participation (in this case, the Organiser will retain agreed damages in proportion to the extent of the cancellation).

## **4. UB-LICENCE OF EXHIBIT SPACE**

The exhibitor may only exhibit in its exhibit space the equipment, products or services listed in its application for admission and accepted by the Organiser and/or equipment, products or services exhibited by its co-exhibitors who have been declared to and approved by the Organiser. Publicity of non-exhibiting firms, in any form whatsoever, is prohibited. The exhibitor shall not transfer or sub-licence its allotted exhibit space, either in whole or in part.

## **5. EXHIBIT SPACE ALLOCATION**

The Organiser will draw up the Event floor plan and make exhibit space allocations in accordance with the layout of the exhibition as and when applications for admission are accepted. The Organiser will, to the extent possible, take into account exhibitors' wishes and the nature of their exhibits. However, it reserves the right to modify the area and location of any exhibit space rented by an exhibitor as and when it deems necessary.

Participation in earlier events shall not entitle the exhibitor to preferential allocation of a given exhibit space.

The exhibitor shall be informed of the location of its exhibit space by way of a floor plan forwarded to it 1 month prior to the date of the Event.

Claims regarding the exhibit space allocated to the exhibitor shall only be taken into account if they are submitted in writing to the Organiser within seven (7) days following dispatch of the floor plan. Such claims must be supported by documentation showing actual and serious grounds therefor.

The Organiser will use its best efforts to meet such justified requests for the modification of exhibit space.

At the end of the above seven-day period, the exhibitor shall be deemed to have accepted the exhibit space allocated to it.

Under no circumstances whatsoever shall the Organiser be held liable toward the exhibitor for any consequences resulting from the allocated exhibit space.

## **6. TERMS AND METHOD OF PAYMENT**

Participation costs shall be paid in two instalments:

- a first instalment is to be paid by cheque or bank transfer upon submission of the application for admission (see article 3 above).

- a second instalment, i.e., the balance of the invoice sent to the exhibitor prior to the Event, is to be paid by cheque or bank transfer no later than fifteen days from the date of issue of said invoice, without discount for early or cash payment.

If the exhibitor's application for admission to the Event is accepted less than fifteen (15) days prior to the scheduled opening date, the full amount shall be payable upon receipt of the invoice.

## **7. LATE PAYMENT – DEFAULT**

**Any amount outstanding as at the due date stated on the invoices, whether such date is identical to or different from that appearing in the Application for Admission, shall incur a penalty equal to one and a half times the legal interest rate, plus two points, which shall begin to run as of the day after the due date stated on the invoice.**

**Without prejudice to the foregoing, in case of failure to effect the second payment on the date specified on the invoice:**

**1/ the Organiser reserves the right to prohibit the exhibitor from erecting a stand at the Event,**

**2/ the Organiser reserves the right to allocate the exhibit space to another exhibitor,**

**3/ the invoiced amount shall be payable as damages, even if the exhibit space has been allocated to another exhibitor.**

## **8. CANCELLATION**

If the exhibitor cancels its participation in the Event, either in whole or in part, before the payment date stated on the balance invoice, the Organiser will apply the terms of article 3 hereof.

**If the exhibitor cancels its participation in the Event, either in whole or in part, and/or it cancels its order for a fitted stand subsequently to the payment date stated on the balance invoice, it shall pay the full amount of the invoice to the Organiser as agreed damages, even if the exhibit space is allocated to another exhibitor.**

## 9. INSURANCE

The Organiser shall take out insurance with a creditworthy insurance company on behalf of the exhibitors. The main terms and conditions of this policy (covers, caps and exclusions of coverage) are set forth in the Insurance Rules and Regulations which will be sent to the exhibitor 1 month prior to the Event in the Exhibitor's Technical Manual.

### 9.1. Automatic insurance

The Organiser shall take out insurance policies on behalf of exhibitors which **automatically** cover the following risks:

- third-party civil liability;
- damage to property.

The amount of coverage is specified in the Insurance Rules and Regulations, subject to any increase decided by the insurance company.

### 9.2. Additional insurance

Upon request to the Organiser, the exhibitor may take out:

- a) property damage insurance: additional coverage beyond the sums stipulated in the main policy, in consideration of a premium computed with respect to the value of excess capital;
- b) for plasma screens: a specific policy.

Upon request to the Organiser, the Exhibitor may peruse the insurance contract or obtain a copy of the insurance Rules and Regulation for the current year.

## 10. VAT

Foreign exhibitors may obtain the refund of VAT as follows:

### \* Countries within the European Union:

A request must be filed with the Direction Générale des Impôts, Centre des non-résidents, 9 Rue d'Uzès, 75084 Paris Cedex 02, France.

Exhibitors must provide the original relevant invoices and stipulate on their application that they do not perform any operations subject to tax in France.

### \*Countries outside the European Union:

Exhibitors must appoint a tax representative in France to carry out the necessary formalities.

## 11. CATALOGUE

The Organiser shall be solely entitled to publish or cause the publication and distribute the Event catalogue. Information to be published in the catalogue shall be provided by the exhibitors under their own responsibility.

The Organiser shall under no circumstances whatsoever be held liable for any omissions or errors in printing, layout, etc. which may occur.

## 12. EVENT CANCELLATION

In case of force majeure, as defined by case law, if the Organiser is unable to obtain the premises required in order to stage the Event, the Organiser reserves the right to cancel the Event at any time, provided it notifies the exhibitors of its decision in writing. The exhibitors shall not be entitled to any compensation or indemnity on grounds of such cancellation.

Any funds remaining after payment of all costs incurred will be divided between the exhibitors in proportion to the amounts paid by them. It is hereby expressly agreed that the exhibitors shall have no rights of claim against the Organiser on any grounds or for any reasons whatsoever.

### **13. ORGANISER'S LIABILITY**

The Organiser shall be exempt from all liability for losses which may be suffered by exhibitors (including disturbance of possession and commercial prejudice) on any grounds whatsoever.

### **14. SPECIAL OFFERS**

#### ***EARLY BIRD REGISTRATION***

A discount of 30 euros excl. tax on the bare sq.m rates will be granted to all exhibitors who will send their complete Admission Application with their 1st instalment of 100 euros excl. tax, before September, 30th, 2008 with postmark for proof. This discount will be deducted from the final invoice.

#### ***OFFER PRIX D'APPEL***

A discount of 20 euros excl. tax on the bare sq.m rates will be granted to all exhibitors who will send their complete Admission Application with their 1st instalment of 100 euros excl. tax, between October, 1st, 2008 and January, 31st, 2009 (postmark for proof). This discount will be deducted from the final invoice.

#### ***OFFER LARGE BOOTH***

A discount of 15% on the bare sq.m rates will be granted to exhibitors with stands larger than 250 sq.m. This discount will be deducted from the final invoice.

### **15. CLAIMS AND DISPUTES**

All claims shall be submitted by registered mail with advice of receipt requested, within ten days of the end of the Event.

In the event of a dispute, the French text hereof shall solely be authoritative, and the Courts of Paris shall have exclusive jurisdiction.