

ARTICLE 1 - APPLICATION AND OPPOSABILITY OF GENERAL TERMS AND CONDITIONS OF SALE

EXPOSIUM (a french "société par actions simplifiée" with a share capital of 1 000 000 Euros, located 70 avenue du Général de Gaulle – 92058 Paris La Défense Cedex, France, registered at the Nanterre Chamber of Commerce under N° 316 780 519; hereinafter the organiser) organises GRAPHITEC-CONVERTEC 2009 tradeshow (hereinafter the exhibition). In that framework, ancillary services are offered to exhibition's direct exhibitors and co-exhibitors.

Consequently, any order for ancillary services entails complete and unreserved compliance of the requesting party with these general terms of sale. No special term shall override these terms, except in the case of formal written acceptance by the organiser.

ARTICLE 2 - RESERVATION OF ANCILLARY SERVICES: SPONSORSHIP – INTERNET SERVICES – ADVERTISING INSERTS – ON SITE DISTRIBUTION

The ancillary services proposed are as follows: sponsorship - Internet services - advertising inserts on the media listed in article 5.1 and on site distribution.

All requests for the reservation of ancillary services must be submitted to the organiser on the order forms included in this file. No request shall be accepted by telephone.

Only reservation requests accompanied by the 50 % instalment payment shall be registered by the organiser. Requests for the reservation of ancillary services submitted by customers in a state of suspension of payments and/or in debt to the organiser and/or in dispute with the organiser or its group may not be accepted.

ARTICLE 3 - SPONSORSHIP

The organiser offers exhibitors the possibility to sponsor some events or products under the terms specified below (1): Sponsorship of the VIP and Press Club

The services included are as follows: 1 hostess, furniture, floral decoration, 1 bar and 1 maître d'hôtel, daily cleaning, general signage for graphics supplied by the sponsor. The possibilities to sponsor the VIP and Press Clubs are limited to one sponsor. This offer shall be open until March 13, 2009.

As sponsorship possibilities are limited, the organiser shall give priority to requests sent in accordance to their date of receipt and according to whether the 50% first instalment payment due for the requested services has actually been paid.

The organiser reserves the right to refuse any sponsorship request according to the products proposed and the number of exhibitors' requests already registered.

ARTICLE 4 - INTERNET SERVICES

The organiser offers exhibitors the possibility to set up a direct connection with their own Internet web site and to enter advertisements on overlays on the event site or to sponsor the e-newsletters sent to the visitors. This offer shall be open until May 15, 2009.

The number of overlays being limited, the organiser shall give priority to requests sent in accordance to their date of receipt and according to whether the 50% first instalment payment due for the requested service has actually been paid.

The organiser reserves the right to refuse a request for Internet links. No rejection of a request for Internet links shall justify any claim for damages.

The organiser shall not be held responsible for the information supplied on the Web site accessed via the Internet link installed or the overlay.

(1) Non exhibitors are allowed to sponsor the VIP / Press Club

ARTICLE 5 - ADVERTISING INSERT

5.1 Allocation of advertising site

The organiser offers exhibitors/advertisers an opportunity of adding advertising inserts on the following media: adhesive floor tiles, "welcome desk" signage, at the show entrance.

Apart from the spaces referred to in the tariff, no position can be guaranteed whatever the instructions appearing on the advertising order.

As the number of advertising spaces is limited, space shall be allocated on a first come first served basis according to the reception of the advertising order (date of postmark) accompanied by the 50% instalment payment due for the requested service. These offers shall be open until March 13, 2009.

5.2 Miscellaneous conditions

The organiser/publisher reserves its right to accept or refuse any request for advertising space. Refusal of a request for advertising space shall not give rise to any claim in damages.

The organiser/publisher disclaims any liability as to the content and wording of advertisements.

The organiser/publisher cannot be held liable for information provided or offers made by exhibitors. Offset films for advertising material and logotypes must necessarily be submitted to the organiser/publisher within the time limits indicated.

In the case of creative advertising material or an amendment to an advertisement by the organiser/publisher at the advertiser's request, the text will be submitted for proofing and advertiser's approval. The approved advertisement shall be returned duly stamped and initialled by registered post with advice of delivery and shall be regarded as final acceptance for publication and payment of technical expenses. Any approval form that has not been returned within 48 hours shall be regarded as accepted. Proofs submitted for approval cannot be guaranteed for any document submitted or despatched after the date indicated by the publisher. The advertiser may make corrections to this proof for entering up in accordance with the original text but any change in the text following photosetting shall result in author's correction expenses being charged to the exhibitor/advertiser.

5.3 Technical expenses

Technical expenses (mock up, composition, photogravure, correction or layout) shall be borne by the advertiser unless indicated otherwise in the tariff.

5.4 Agents

If an agent is used and if the agency agreement between the advertiser and the agent (a copy of which must be submitted to the organiser/publisher) so provides, payment may be made by the agent; an invoice sent directly to the advertiser will indicate when payment may not be made by the advertiser direct, the agent then being responsible for it. In all eventualities, the advertiser shall be liable for payment against the advertising order under the conditions set out in the tariff.

ARTICLE 6 - ON SITE DISTRIBUTION

The organiser offers exhibitors the possibility to distribute official bags, badge lanyards or other promotional items during the event. Materials may only be distributed via the display racks located at the entrance to the site.

The exhibitor / advertiser will have to supply the bags, the lanyards or the promotional items to the organiser's approval. Both sponsorships for the distribution of bags and distribution of lanyards are limited to 1 exhibitor. The distribution of promotional items is limited to 2 exhibitors.

Since display space is limited, EXPOSIUM will grant requests for distribution based on the date of receipt of orders and payment of all sums due for the service ordered.

ARTICLE 7 - TERMS OF PAYMENT FOR SERVICES

Payment of the ancillary services is to be made in two instalments:

- a 50% first instalment payment is to be made together with the order by cheque or bank transfer.

- the balance of the invoice sent to the exhibitor, together with the certificate of issue will be payable by cheque or bank transfer due no later than fifteen days from the date of issue of said invoice, without discount for early or cash payment.

ARTICLE 8 - LIABILITY

The exhibitor/advertiser alone shall be responsible for the contents (text, graphics) of his advertisement. He shall hold the organiser/publisher harmless against all recourse in the connection and shall make good any loss that the latter may incur as a result of publication of his advertisement.

ARTICLE 9 - CANCELLATION

If the applicant cancels his order for an ancillary service at the latest one month and half before the opening of the exhibition, the total amount of the first instalment due for the ancillary services shall be forfeit to the organiser by way of lump sum damages even if the advertising space is resold to another exhibitor.

If the applicant cancels his order for an ancillary service, at least one month and half before the opening of the exhibition, the total amount due for the cancelled services shall be forfeit to the organiser by way of lump sum damages even if the advertising space is resold to another exhibitor.

The exhibitor's withdrawal from participation in the event shall automatically result in cancellation of the ancillary services reserved. The organiser shall retain the first instalment due in respect of the ancillary services (without prejudice to the provisions connected with cancellation of the reserved exhibition space) even if the space is resold to another exhibitor. An exhibitor who withdraws from participation in the event undertakes to advise EXPOSIUM accordingly by registered letter with advice of delivery.

ARTICLE 10 - PENALTIES FOR LATENESS

In the event of late payment, the provision of the services may be suspended. Furthermore, if any sum remains outstanding on the due date specified in the relevant invoices, whether or not that amount is the same as the amount specified in the general terms of sale, penalties of an amount equal to one and a half times the legal interest rate plus two percentage points shall be applied. Those penalties shall begin to run the day after the due date stated on the invoice.

ARTICLE 11 - DISPUTES

Any complaint shall be made by registered letter with advice of delivery within ten days following execution of the service or shall otherwise lapse. In the event of dispute, the French text shall prevail, French law shall be solely applicable and the commercial court of Paris shall have sole jurisdiction.