

# Standard Terms and Conditions of Exhibition Floor Space Letting and Stand Equipment

## 1. ADHESION TO STANDARD TERMS AND CONDITIONS OF EXHIBITION FLOOR SPACE LETTING AND STAND EQUIPMENT

These Standard Terms and Conditions of Exhibition Floor Space Letting and stand equipment are enforceable to all Exhibitors (hereinafter referred to as "Exhibitor(s)") applying to the Exhibition CARTES in Asia (hereinafter referred to as the "Exhibition") organized by the company named COMEXPOSIUM, Public Company with a share capital of 60,000,000 Euros, 70 avenue du Général de Gaulle, 92058 Paris La Défense Cedex registered with the NANTERRE Trade and Company Registry under number 316 780 519 (hereinafter "Organizer").

Consequently, each application implies full acceptance of these terms.

Any alteration or reservation of any sort made to the present document by the Organizer shall be deemed null and void.

## 2. ADMISSION

Applications for admission shall be submitted to a preliminary examination. It will be verified that in particular the solvency of the applicant, the compatibility of its activity with the nomenclature of the Exhibition and the neutrality of the message which the Applicant could deliver on the Exhibition, any shape of proselytism or militancy which can violate the good progress of the Exhibition forbidden.

In case of refusal, this decision shall be notified to the applicant or to the company by the Organizer.

Requests for admission by applicants that are experiencing financial hardship and/or that are debtors of and/or parties to a dispute with the Organizer or a company of group COMEXPOSIUM shall not be considered.

Admission shall be announced by an official notice or by sending of an invoice specifying the location, number and the area of the stand.

**Except the Organizer refuses the admission of the exhibitor, the signature of the application form or its validation on line constitutes a firm and irrevocable commitment.**

Rejection of an application shall not give rise to any claim for damages.

The Organizer reserves the right not to deal with the request for admission sent after the deadline indicated on the application for admission.

After this deadline, the Organizer shall not guarantee the availability of the offered fitted stands.

## 3. FIRST INSTALMENT PAYMENT

A first instalment payment as defined in the price-list shall be addressed by the Exhibitor to the Organizer together with its application for admission.

Upon receipt of said first instalment payment, an invoice for the corresponding amount will be sent to the Exhibitor. This amount will be refunded to the Exhibitor if its application for admission is rejected. However, this sum will be retained in full by the Organizer as fixed-rate damages if the applicant withdraws its application for enrolment or cancels its participation, and this sum will be retained in part as fixed-rate damages for the Organizer if the applicant partially cancels its participation (in this case, the Organizer will retain as fixed-rate damages a sum corresponding to the proportion

of the payment which is related to the cancelled part of participation).

## 4. TERMS AND METHOD OF PAYMENT

Payment of the costs of participation is to be made to the deadlines and according to the terms hereinafter:

- the down payment : upon submission of the admission application by cheque or bank transfer.

- the second payment : no later than fifteen days from the date of issue of balance invoice, payable by cheque or bank transfer without discount for early or cash payment.

*Any order send less than thirty (30) days prior to the Event should be accompanied by the full amount due for the participation costs and/or the booking of the stand equipment.*

## 5. LATE PAYMENT OR FAILURE TO PAY

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 give rise to penalties amounting to three times the legal interest rate, which shall begin to run as of the day following the due date stated on the invoice.

Stands shall be made available to Exhibitors only after payment of the balance.

Following allocation of the stand, the balance must be paid no later than the deadline indicated on the invoice.

In case of payment's failure the balance to the deadline, the Organizer reserves the right to dispose of the surface allocated and/or will have the right to prohibit the Exhibitor from occupying the reserved place, and the full amount of the invoice is due to the Organizer as damages.

## 6. VAT

According to VAT regulations applicable in France, communication tools will be invoiced with French VAT (value added tax) to French exhibitors only.

VAT is not applicable to other services, nor to communication tools purchased by non-French exhibitors

## 7. WITHDRAWAL

Any cancellation shall be submitted to the Organizer by a written notice.

In case cancellation by the Exhibitor of its participation in the Exhibition and/or its order for a fitted stand, for whatever reason, whether in whole or part, the payment date stated on the balance invoice, the first payment shall be payable as agreed damages as hereinabove mentioned in article 3.

If the exhibitor cancels its participation in the Exhibition and/or its order for a fitted stand, for whatever reason, whether in whole or in part, after the payment date stated on the balance invoice, the sums paid or due whether in whole or part for its participation in the Exhibition and/or its order for a fitted stand and/or its balance invoice, will be retained by the Organizer, even if the stand is let to another Exhibitor.

In addition, in case the stand allocated is not occupied, for whatever reason, by the exhibitor twenty four (24) hours before the start of the Exhibition, the Organizer can consider the Exhibitor has cancelled its participation to the Exhibition and the aforementioned terms will apply.

## 8. INSURANCE

a) The exhibitor shall take out an insurance policy in connection with the exhibition covering against the following risks: third party liability, damage to

goods. This policy should cover any risk which may occur during the exhibition (including setting up and dismantling). The organiser will not be held liable for the damages occurred during this period. The exhibitor shall provide the organiser with copies of such insurance policies.

b) The Exhibitor acknowledges to have taking out with an insurance company all the insurance policies necessary to cover its third party liability and that of any person directly or indirectly participating in its activities and/or those of the company, in respect of any physical injury or material or consequential damage caused to others on the occasion of its participation and/or that of its company in the Exhibition (the said insurance cover being also applicable during the periods before and after the show during which the stands are being assembled and disassembled).

c) Waiver of action

Every Exhibitor, simply by its participation, declares to waive its right and that of its insurers to take action against the Organizer, the company exploiting the place where the Exhibition takes place and their insurers for any direct or indirect damages which these latter might cause to its property and its employees.

## 9. ALLOCATION OF STANDS

The Organizer will draw up the Exhibition floor plan and will allocate the various stands, in accordance with the sectorial distribution of the exhibition and following the chronological order of admissions. The Organizer will, as far as possible, take into account the wishes of the exhibitors and the nature of the exhibits.

In this respect, given the limitation imposed by the placing of all Exhibitors, the Organizer reserves the right to modify the areas requested by the Exhibitor and the corresponding invoice, to 20 % without that the Exhibitor request the cancellation of its participation.

The Organizer is the only one who can judge the allocation of stands.

Participation in previous events does not confer upon the exhibitor any right to particular stand sites.

Any claim pertaining to the stand allocated to the Exhibitor shall be dismissed unless submitted in writing to the Organizer within seven (7) days following receipt of the distribution plan. Such claims must be supported by documentation proving actual and serious reasons therefore.

The Organizer will use its best efforts to meet such justified requests for stand modification.

At the end of the above seven (7) days period, the exhibitor shall be deemed to have accepted the initial allocated stand.

Under no circumstances whatsoever shall the Organizer be held liable toward the Exhibitor for any consequences resulting from the stand allocated to him.

## 10. SUBLETTING / CO-EXHIBITION

The Exhibitor may not provide advertising services in any form whatsoever for non-exhibiting firms.

It shall not assign or sublet the space allocated, whether in whole or part, without first obtaining the written approval of the Organizer.

In case of acceptance, the Exhibitor must pay for each company present on the stand the due registration fees. The Exhibitor shall guarantee the respect of the present general terms and conditions by the companies on its stand. He is responsible for any violation committed by these companies.

The Exhibitor guarantees moreover the Organizer against all claims, disputes, charges, convictions and expenses coming from the companies because of their participation to the Exhibition.

## 11. STAND

### a) Stand arrangement

- The presentation of products must be only made inside the stand, so as not to encroach on paths and not disturb on no account the nearby Exhibitors. In case of violation, the Organizer can make remove products and materials at the expense of the Exhibitor.
- The Exhibitors shall create atmospheres in connection with the products presented and granted a quite particular importance for the general decoration of their stand.
- The materials and the products must be arranged in an aesthetic way.
- Stalls are formally prohibited. The stocks of goods must be stored in a reserve.
- The Exhibitor shall respect the maximal heights of stands and signboards fixed by the Organizer (see details in the Guide of the Exhibitor) except prior and written agreement of the Organizer, the decoration of stands must not exceed these heights.

Any violation of this obligation can entail the immediate dismantling of the stand at Exhibitor's expense. For stands in the shape of island, the Exhibitor will have to collect a prior and written agreement of the Organizer for the construction of supplementary partitions. For stands in shape of island, the Exhibitor will have to collect a prior and written agreement of the Organizer for the construction of supplementary partitions.

A project a setting-up and equipment of stand must be necessarily subjected to the approval of the Organizer for the deadlines indicated by this one.

It is reminded that every plan shall be beforehand accepted by the Organizer, directly or by a third person duly selected by it.

### b) Stands installation

Bare stands:

The Exhibitors will be entitled to take possession of their stand area from 26 March, at 12.00 am (noon).

Fitted stands:

The Exhibitors will be entitled to take possession of their stand area from 27 March, at 08.00 am.

All Exhibitors will be required to complete their installations by 27 March at 10.00 pm.

On 27 March, on the day prior to show opening, no vehicles may be used within the exhibition hall. This measure is vital to allow the completion of the exhibition set up.

### c) Holding Stand

The Exhibitor undertakes not to cause any embarrassment (sound, olfactory) towards the nearby Exhibitors or to damage the organization of the Exhibition.

### d) Stand evacuation

Exhibitors are allowed to begin to vacate the stands on 29 March starting at 5.30 pm. All stands, decors, equipment and merchandise must be removed by 29 March at 12.00 am (midnight). After that time, the organizer, without incurring any liability, will be entitled to take all steps it considers useful, at the exhibitor's risk and expense, to remove the equipment and merchandise that has not yet been removed and for destruction of the structures and decors of any nature whatsoever that have not been disassembled.

The Exhibitor undertakes to maintain a commercial activity on its stand until the closing time of the

Exhibition to the public. The stand shall not be thus emptied, of a part or a totality of its contents and the exposed goods cannot be packed.

### e) Deterioration

The rented place and/or the equipment supplied with the installation of stand must be left in its original condition. The Exhibitor will be charged for any damage caused to the building or to the land by its installations, merchandise or equipment.

## 12. ALLOWED PRODUCTS, BRANDS AND SERVICES

The Exhibitor may not display in its space any products, brands or services other than those listed in its application for admission and accepted by the Organizer.

Therefore, the Exhibitors certify that products or services are in conformity with the safety standards imposed by the regulations in force, and they assume the entire responsibility for any defect of the aforesaid products or services, without the responsibility of the Organizer being engaged.

## 13. INTERNET SERVICES

The Exhibitor is sole responsible for the contents of the information provided by him and intended to be on-line publishing on the web site of the Exhibition, concerning in particular products and/or services, characteristics, performances, prices, etc.

The Exhibitor guarantees the Organizer the lawfulness of the aforementioned information, in particular of the respect for the current legislation about the description, the offer, the presentation, the operating instruction or use, the description of warranty scope and conditions of a good, a product or a service presented on-line by Exhibitor, and more generally of the respect for the law of the advertising and the protection of the consumers. Texts, logos, illustrations, photos and pictures, products and brands are diffused under the sole responsibility of the Exhibitor, which supports only the possible rights of reproduction.

The Exhibitor guarantees the Organizer against any amicable or judicial appeal on behalf of a third party.

## 14. INVITATION CARDS

The invitation cards shall not be reproduced or resold on penalty of prosecution.

Should an infringing use of the invitation cards (resale, reproduction, theft ...) be occurred, the Organizer reserves the right to deem the said invitation cards null and void.

## 15. DEMONSTRATION - ANIMATIONS

### a) Demonstrations

The demonstrations can take place only for products requiring a specific technical explanation. Besides, such demonstrations will be subjected to a special, prior and written authorization. The demonstrations on a podium heightened with regard to the floor initially planned are forbidden. The demonstrations by means of microphone, harangue, soliciting in some way that they are practised, are strictly forbidden. The total or partial closure of stands during the opening hours of the Exhibition to the public, in particular during a demonstration, is prohibited, except written prior and authorization of the Organizer.

### b) Animations

Any attraction, show or animation inside of the

stands must be beforehand authorized by the Organizer. As such, the Exhibitor will have to present a detailed project (material and sound source was used, typical of animation).

In all cases, the power of loud speakers shall not exceed 30 decibels (dBA) turned inward by the stand and tilted towards the ground. The sound level shall not exceed 85 decibels (dBA).

c) The demonstrations and the animations shall not disturb in any way the nearby Exhibitors, the circulation, as well as, generally speaking in the good behaviour of the Exhibition, otherwise the granted approval can be removed without a previous notice.

## 16. ADVERTISING

Any lit or sound advertising shall respect the regulation of decoration of the Exhibition and shall be subjected to the approval preliminary and written of the Organizer. This approval shall remain subdued on condition that the advertising shall not constitute in any way an embarrassment to the nearby Exhibitors, in the circulation, as well as, generally speaking in the good behaviour of the Exhibition, otherwise the approval can be removed without the other previous notice.

The distribution of leaflet, coupons and various printed matters aiming at the diversion in its profit of the visitors of the Exhibition are strictly prohibited in paths as well as in inside the confines of the Park.

Leaflet, coupons and various printed matters must be put down inside the Exhibitor's stand.

Any document delivered to the visitors inside the stand, such as professional card, order forms, etc., shall indicate the stand's brand name or the trade name of Exhibitor appearing on the application of participation form.

## 17. METHOD OF SALE / UNFAIR COMPETITION

It is reminded that the sale with bonus (article L 121-35 of French consumer Code), the sale at a loss (article L 442-2 of French commercial Code), the sale the snowball (article L 122-6 of French consumer Code) and subordinate sale (article L 122-1 of French consumer Code) as well as false sale are prohibited. Any sale by auction shall respect the legislation in force (law N°2000-642 of July 10th, 2000 dealing with rules of the voluntaries sales by auction public sales of furniture).

Throughout the event, the Exhibitor shall not indulge in acts of unfair competition such as conducting surveys or distributing promotional items outside its stand, which acts may result in diversion in its favour of visitors to the event.

The Exhibitor is held towards the visitors to execute honest contracts concluded with them.

## 18. COUNTERFEIT

The exhibitor is directly responsible for the protection, intellectual or industrial, of materials, products, services and trademarks displayed, in respect of the applicable rules and legislation. The Organizer cannot be held responsible for any dispute involving the above quoted topics, especially in case of litigation with another exhibitor or visitor.

Should a counterfeit be stated by a Court, what ever the date is, the Organizer will be enforced to ask the exhibitor concerned to act so that he remains in conformity with the judicial decision.

Should however the conformity still not be respected, the Organizer keeps the right not to admit the exhibitor, or to enforce adequate penalties, according to the present document, with no compensation or financial repair.

### 19. POSTING OF THE PRICES

The posting of the prices of products must be made in the conditions of the current legislation in force and appear clearly to allow a good information of the public. Any announcement of reduction in price (discount, rebates or reduction) realized by the way of label, mark display, must respect the legal and statutory requirements current about the prices advertising for the consumer, and can be made only in the form of posters arranged inside stands. The maximum size of these posters is fixed to 30 cm x 20 cm.

### 20. TAKE-AWAY SALES

The Organizer reserves the right to prohibit or restrict any sales which involve immediate delivery to the buyer on the premises.

Moreover, if take-away sales are authorised by the Organizer, exhibitors shall comply with the take-away sales regulations in force during the event.

### 21. SACEM NOTIFICATION

Exhibitors wishing to play recorded music on their stands must give the Organizer prior written notice. Furthermore, exhibitors shall have sole responsibility for compliance with all intellectual property rights relating to any music played. Accordingly, exhibitors must file the relevant notification regarding music played on their stands with the SACEM and pay the corresponding royalties.

Exhibitors shall hold the Organizer harmless against any actions and/or claims brought by any third parties due to their failure to perform their obligations.

### 22. PHOTOGRAPHS/TRADEMARK

The Exhibitor expressly authorizes, free of charge, the Organizer and the group COMEXPOSIUM:

- to realize, if he wishes it, photos and/or films representing him as well as the members of its team, as well as products were exposed on its stand.
- to use freely these images on any supports, in particular advertising (including Internet), in France and abroad and during five years as from the signature of the present request of participation.
- to quote and to reproduce gracefully its mark, or registered company name, as commercial reference for the needs of the Organizer's communication, on any supports (in particular Internet), both in France and abroad and for a duration of five years as from the signature of the present request of participation.

Any exhibitors that do not wish their stand or part of their stand or any items exhibited thereon (such as a logo, trademark or model) to appear on photographs used to promote the exhibition should inform the Organizer, in writing, before the exhibition opens.

In addition, any exhibitors that wish to take photographs of the event must give the Organizer prior written notice. Lastly, exhibitors shall obtain all authorisations needed in connection with photographs taken during the event, and shall respect the other exhibitors' rights to images, under their sole responsibility.

### 23. CATALOGUE

The Organizer shall be solely entitled to publish the Event catalogue or to have it published and distributed. Information to be published in the catalogue shall be provided by the exhibitors under their own responsibility. The Organizer shall under no circumstances whatsoever be held liable for any omissions, reproduction typesetting or other errors which may occur.

### 24. REGLEMENTATION

Exhibitors are required to become acquainted with and to abide by all the regulations in force during the event, laid down either by the authorities or by the Organizer, in particular, the prohibition to smoke in the places assigned to a collective use and the Fire Safety Regulations and Health Safety and Protection Regulations (SPS).

These regulations will be set out in the "Exhibitor Guide" sent to all exhibitors.

The Organizer will only allow stands which comply with the aforementioned regulations.

### 25. EXHIBITOR'S GUIDE

Information concerning details of the participation of the Exhibitor in the Exhibition is provided to him, after allocation of the stand, in the «Guide of the Exhibitor» sent to every participant or is accessible on the website of the Exhibition. Besides, the Exhibitor shall undertake to respect the conditions of the insurance, security measures and preventive security regulations custom duty regulations... as well as the directives for the stands equipment.

### 26. CUSTOMS

Each exhibitor shall be responsible for carrying out customs formalities in connection with equipment and products originating from abroad.

The Organizer shall not be held liable for any problems that may arise in connection with such formalities. Therefore, the exhibitor shall hold the Organizer harmless against any actions and/or claims in this respect and shall indemnify the Organizer for any damage sustained by the latter on account of a breach of the requisite customs formalities.

### 27. EXHIBITION CANCELLATION

In case of occurrence of force majeure, as defined by case law, if the Organizer is unable to obtain the requisite premises to stage the Event, the Organizer may at any time elect to cancel the Event, 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.

Funds remaining available after payment of all costs incurred will be distributed among the exhibitors

in proportion with the amounts paid by them. It is hereby expressly agreed that the exhibitors shall have no rights of claim against the Organizer on any grounds or for any reasons whatsoever.

### 28. ORGANIZER'S LIABILITY

The Organizer 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.

### 29. DISPUTES AND LITIGATION

Any claim shall be submitted by registered mail, return receipt requested, within ten days of the end of the exhibition.

In the event of a dispute, the parties shall refer the matter exclusively to the Courts of Nanterre (France)

### 30. SANCTION

In case of breach of the general Conditions, the Organizer will be entitled, after a formal notice if necessary in the presence of a bailiff, to proceed instantly to the closure of the stand and to forbid the exhibitor from entering it, without the exhibitor being able to claim any financial and material compensation in any form whatsoever from the Organizer.

The costs incurred about the intervention of the Organizer (bailiff's fees and fees relating to the closure) will be payable by the exhibitor.

In any assumption, at the time an infringement will have been noted, the Organizer will be authorised to cancel the contract without prejudice to damage which could be claimed.

As a consequence equally from the above, the Organizer may refuse admission to the exhibitor to all the shows organised by the Organizer and the group of COMEXPOSIUM for a period of three years.