

# TERMS AND CONDITIONS

The contract between the Organiser and the Exhibitor consists of these general terms and conditions which constitute the general regulations, the application form submitted, duly signed by the Exhibitor and the technical package. The Exhibitor acknowledges that he has read these documents and accepts the terms thereof. These general regulations and the appendix apply to all Show Exhibitors.

By signing their application forms, Exhibitors agree to comply with the clauses of the Contract without any restriction or reservation and any new provisions dictated by circumstances, adopted in the interest of the Show by the Organiser, which reserves the right to inform Exhibitors thereof, even verbally. Exhibitors are prohibited from transferring or subletting all or part of their exhibition site, failing which they will be immediately excluded.

## DEFINITIONS:

**Exhibitor Catalogue:** the electronic or paper document specifically designed for the Show, belonging to the Organiser. It notably contains a list of Exhibitors, their contact details, stand numbers and any other information relative to the Show.

**Exhibitor:** any professional (corporate entity or individual) having submitted a Stand application request to the Organiser in order to take part in the Show.

**Organiser:** ETAL, a simplified joint stock company with 57,029,328 euros capital and registered office located at 10, place du Général de Gaulle – BP 20156 – 92186 Antony Cedex, Nanterre Company Register N° 806 420 360.

**Show:** Eurocoat professional show.

**Stand:** the site made available to an Exhibitor by the Organiser during the Show according to the conditions defined by the Contract, in order to enable the Exhibitor to show its products and services and/or meet customers and partners and/or fellow members of the industry.

## A-PURPOSE

The purpose of this Contract is to define the conditions whereby the Organiser makes a Stand available to an Exhibitor during the period of the Show. The Show organisation conditions, notably the start and end dates, period, site where it is to be held and opening and closing times are freely determined by the Organiser which is entitled to unilaterally modify them. A decision to modify the organisation of the Show, notwithstanding the date on which it is taken does not authorise the Exhibitor to cancel its reservation. During the entire period of the Show, Exhibitors will not remove their products until it has ended and may not be authorised to close their Stands or modify the aspect of same before the date and time stipulated by the Organiser.

## B-CONDITION OF PARTICIPATION

### 1) Conditions of participation

The Organiser determines Exhibitor categories and establishes the nomenclature for the products or services presented. After inspection, it also reserves the right to exclude products and/or services that do not appear to correspond to the purpose of the Show or permit products to be shown that are not part of the nomenclature but which are of interest for the Show. The refusal of a request does not give rise to an indemnity, the sums paid will, in this case be purely and simply reimbursed.

The Exhibitor will:

- Show products and services compatible with the theme of the event.
- Not show products or equipment non-compliant with French regulations except for products or equipment intended for implementation outside French territory.
- Not do any advertising liable to mislead or constitute unfair competition.
- Show equipment, products, processes or services of its manufacture or design or for which it is the agent or concessionaire: in the latter case, it will enclose with its participation request a list of the brands, the products of which it proposes to exhibit or services it wishes to present. Eurocoat then reserves the right to invoice the company for each brand, service or product represented.

Sales are strictly prohibited within the framework of the Show.

### 2) Stand Reservation

Any professional wishing to exhibit at the Show will submit a signed application form to the Organiser, together with the related payment. Unless the Organiser refuses the requested application, the fact of sending in this participation request, even if payment is not enclosed, constitutes a firm, irrevocable committed order by the Exhibitor, involving payment in full of the Stand rental and related costs in full. Notwithstanding the date at which the registration contract is forwarded to it, the Organiser has until the show opening date to reply.

### 3) Validation of application forms by the Organiser

The Organiser does not have to give reasons for decisions taken regarding the Exhibitor's application request. If the application is refused, the sums paid as a down payment will be fully reimbursed.

The same applies to Exhibitors on the waiting list when a Stand cannot be assigned due to lack of space when the Show opens.

Acceptance of the application request is evidenced by a reply from the Organiser, which may consist of an invoice forwarded to the Exhibitor.

An application request from an Exhibitor whose business is being run, for whatever reason, by a legal administrator or with its assistance may be cancelled, despite acceptance, and even after Stand allocation has been implemented. This notably applies to any application request from a company that files for bankruptcy between the time of application and the Show opening date. However, the Organiser may, if the company is legally authorised to continue operation, decide to maintain its participation, provided the sums due are paid immediately.

### 4) Transfer/subletting of Stands

Without the prior authorisation of the Organiser, the Exhibitor may not transfer, sublet or share, in exchange for payment or free of charge, all or part of its concession on the Show premises. Any breach evidenced will result in the sum of 2,000 euros ex-VAT being invoiced per co-exhibitor identified.

## C-LAYOUT AND SURFACE AREA

### 1) Show floor plan

The Organiser draws up the Show floor plan and allocates out the space, taking the wishes of Exhibitors into account as far as possible (notably the nature of their products, the layout of their Stands and the surface area required), if possible according to the application form registration date and Exhibitor participation seniority. The Organiser reserves the right to modify the surface area and/or layout of the Stand requested by the Exhibitor. Modification does not authorise the Exhibitor to unilaterally cancel its reservation. It is up to the Exhibitor to ensure floor plan conformity before its Stand is fitted out. The Organiser cannot be held liable if a difference occurs between the measurements indicated on the floor plan and the actual dimensions of the Stand.

The plan indicates the general breakdown of the site around the location allocated. These details, valid as of the floor plan preparation date, are given for information purposes only and may be subject to modifications of which the Exhibitor may be informed.

Any complaints concerning the Stand location defined by the plan must be submitted in writing within eight days. Once this period has elapsed, the location proposed is considered to have been accepted

by the Exhibitor. The Organiser cannot under any circumstances reserve or guarantee a location from one edition to the next. Moreover, participation in previous editions of the Show does not establish a right in favour of the Exhibitor to a specific location or give the latter any priority regarding the allocation of stand locations.

### 2) Installation of Stands

The Exhibitor will comply with the terms of the technical package remitted and ensure they are respected: this notably includes the specifications indicated by the owner or principal tenant of the Show site, together with the technical information required for installation and decoration of the Stand.

Stands are installed according to the general plan drawn up by the Organiser. The regulations concerning Stand construction are available from the Organiser on request.

The Exhibitor has sole liability for any companies used to assist it with the installation, outfitting and operation of its Stand. In particular, it must make sure that all its service companies and subcontractors are in order with respect to the social contribution and tax authorities. The Organiser cannot be held liable in this respect.

The Exhibitor is liable for any damage to floors, partitions, show windows, etc. caused by its installations. It must bear the cost of any repair work as necessary. In this respect, the Exhibitor must take out damage insurance, pursuant to the provisions of Article G.

The Organiser reserves the right to revise location rental prices in the event of major variance in the cost of materials, transport and labour before the Show opens and tax and social laws in force.

## D-PRICE

The price of the Stand varies according to the surface areas as established on the application form. It should be noted that no services (including the stand) will be provided if the price has not been paid before the Show.

### 1) General Services Provided

The price of the Stand covers a series of general services described on the application form, in addition to the provision of a Stand location.

### 2) Optional Services

Optional services may be ordered, the prices of which are indicated in the technical guide, by completing the order forms included in this guide. As far as the Show Exhibitors Catalogue is concerned, the Organiser has exclusive editorial, publication and distribution rights on and off the Show premises, free of charge and/or in exchange for payment. The essential information for production will be supplied by Exhibitors under their own responsibility by the deadline established by the Organiser. If the Exhibitor does not provide the details by the deadline, the Organiser cannot be held liable for non-publication of the information relating to the Exhibitor. Similarly, the Organiser cannot under any circumstances be held liable for omissions, reproduction, composition or other errors that might occur. It may refuse the insertion or modify any text that might appear contrary to the interests of the Show or which might be detrimental to other exhibitors.

### 3) Additional services

Additional services of a technical nature (electrical sockets, sound systems, interior flower decoration for stands, for example) are available to the Exhibitor for which a quotation will be submitted beforehand. All requests for an increase in the power supply must be sent directly to the Organiser by means of the technical package 6 weeks before the opening of the Show at the latest. Installations must comply with Préfecture de Police (official local administration department) recommendations. The use of flexible wires, aluminium or metal-sheathed wiring and cables and splicing is formally prohibited. Special fittings for low-voltage fluorescent tubes must be easy to access with metal housing. Each Stand is cleaned according to the conditions and timeframes indicated to the Exhibitors by the Organiser.

## E-PAYMENT CONDITIONS

The Exhibitor will pay a deposit of 40% of the overall cost at the time of their application. Failure to do so shall result in the Organiser refusing the order.

The balance is payable a maximum of 30 days before the Exhibition. Any applications made after this time should be paid for in full at the time of the order. Any delay in payment will be liable for a late-payment penalty, enforceable by law and without prior notice, at a rate of three (3) times the national rate of inflation, calculated on a per day basis, with the original debt remaining payable.

Any delay in payment will result in late penalties due ipso jure without prior notification amounting to three times the legal interest rate, calculated per day overdue, without this clause adversely affecting the payability of the debt.

Any overdue payment may, at the Organiser's discretion, result in cancellation of the order, with payment of the balance due to the Organiser as an indemnity. The Organiser then reserves the right to use the Stand, now available for rental once again.

The Organiser reserves the right to take as surety the objects exhibited as decoration for the Stand in the event of unpaid items or claims involving costs or indemnities. Should an Exhibitor not meet the payment deadlines and conditions indicated in the previous Article, the Organiser will be authorised to apply the stipulations of Paragraph F.

## F-CANCELLATION AND EXPULSION CONDITIONS

An Exhibitor wishing to cancel a reservation or to withdraw must do so by sending a registered letter with recorded delivery to the Organiser's registered office. If it does so more than two months before the date of the Show, 50% of the price will be due to the Organiser as an indemnity. If it does so less than two months before the date of the Show, the full price will be due to the Organiser.

If the Exhibitor has not started on installation of its Stand at least twenty-four hours before the Show opens or has not paid the sums due in full before the opening of the Show, it will be considered to have stepped down. In this case, the Organiser may use the Stand of the Exhibitor at fault without the latter being able to claim reimbursement or an indemnity, even if the Stand is allocated to another Exhibitor. During the Show, any breach of the terms of the contract and/or an oral and/or written instruction imposed on the Exhibitor by the Organiser may lead to the withdrawal and immediate expulsion of the offending Exhibitor, without any official notification being necessary. This notably applies to non-conformity of the fittings, non-compliance with safety rules, non-occupancy of the Stand, presentation of products non-compliant with those listed on the application form or for which the Exhibitor does not possess the rights. Expulsion will be implemented without the said Exhibitor at fault being able to claim reimbursement of sums paid or an indemnity of any kind whatsoever, without prejudice to any other indemnity should the breach have caused material and moral damage of any kind to the event. The Organiser will be entitled to use the Stand site vacated as it wishes. Any measures that the Organiser is obliged to take to ensure regulations are complied with will be undertaken entirely at the expense, risk and peril of the Exhibitors responsible. In this case the latter will not have the right to recourse against the Organiser.

## G-LIABILITY / INSURANCE

The Organiser has taken out civil liability insurance cover for its activity. Moreover, at the time of application, the Exhibitor will take out an insurance policy to cover any damage that might be caused to its property in the context of the Show, up to the limits indicated by the Organiser. The Organiser cannot be held liable for:

- The theft of or damage to clothes or personal objects belonging to Exhibitors or visitors even if handed in to the cloakroom, or
- Loss or accidents the fault of which lies with the landlord of the premises used.
- Disputes that may occur between Exhibitors and visitors.

Should a dispute occur between two Exhibitors, they must settle the conflict sensibly together, as far as possible. The Organiser must be kept informed of the conflict but is not obliged to act as mediator or arbitrator. Its role is to check that the contractual provisions by which it is bound to the Exhibitors have

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been respected. Should one of them decide to have the authorities intervene, it must advise the Organiser in order to suitably preserve the image of the Show.

The rental of a Stand is not a deposit agreement. If a theft occurs on a Stand, the Exhibitor cannot take action against the Organiser.

If the Organiser were to be acknowledged as being liable for any reason, the damages and reparation due by the Organiser to the Exhibitor, all causes combined, cannot exceed the total ex-VAT amount of the sums paid by the Exhibitor in respect of the Contract.

The Organiser cannot be held liable for any indirect prejudice. The following are considered as indirect prejudice - any commercial prejudice, loss of data or files, loss of turnover or profit, loss of customers, loss of opportunity, interference with enjoyment due to another Exhibitor, damage to brand image - in relation to or resulting from the provision of the Stand, even if the Organiser was warned of the possibility of occurrence of a loss or damage of this kind.

## H-FORCE MAJEURE

The Organiser may cancel or postpone the Show due to a case of force majeure. The following are considered as cases of force majeure justifying, at any time, the cancellation or postponement of the Show – any new health, climate, economic, political or social situations, on a local, national or international level, not reasonably foreseeable at the time of announcement of the Show to Exhibitors, beyond the control of the Organiser, which may render execution of the Contract impossible or which involve the risk of trouble or disturbance liable to seriously affect smooth rollout of the Show or the safety of property and people. Should the Show be cancelled by the Organiser due to a case of force majeure, Exhibitors will not take recourse against the Organiser. After payment of the expenses incurred, the balance available is divided between the Exhibitors in proportion to the payments made. Should the Organiser postpone the Show due to a case of force majeure, the Organiser will inform Exhibitors of the new organisation conditions as soon as possible.

## I. FILES – PERSONAL DATA

A) Personal information collected by the Organiser is processed as part of the Exhibitor's participation in the Event. This information is required by the Organiser for the administrative procedures associated with its participation and is saved in the client file. The Organiser or any company of the INFOPRO DIGITAL group may use this file to offer you, on their behalf or on behalf of their clients, products and/or services useful to your professional activities or to integrate you into professional directories.

Pursuant to the regulations in force with the regulations in force (Loi Informatique et Libertés [French Data Protection Act] of 6 January 1978 and GDPR of 14 April 2016), the Exhibitor is entitled to access, rectify, amend and delete any data that relates to it. To exercise these rights, it is sufficient to write to the Organiser's customer support department at the following address: Infopro Digital - Leslie RIVAT - Antony Parc 2, 10 place du Général de Gaulle - 92160 Antony.

In order to carry out its services, the Organiser may have to transmit the Exhibitor's personal data to the following categories of subcontractors: printer, service providers producing and scanning badges, video service providers, reception service providers.

B) In accordance with the services chosen by the Exhibitor on the Purchase Order, a personal data file may be sent to it by the Organiser, provided that the individuals concerned give their consent.

The Exhibitor agrees to abide by current regulation on personal information and in particular the right to access, rectify, amend and delete of the individuals in question.

C) Infopro Digital Group Privacy Policy is accessible on the Event website or via the link <https://www.infopro-digital.com/rppd-gdpr/>

## J. INTEGRITY AND TRANSPARENCY

The Organiser shall conduct its activities honestly, with integrity, reliably and responsibly and shall ensure that every individual or legal entity with which it works abides by these same values.

Therefore, the Organiser and any third party acting on its behalf as part of the Event undertakes to comply strictly with all applicable anti-corruption laws and regulations.

In particular, the Exhibitor shall not, directly or indirectly, offer or grant to, request or receive from a third party any unfair advantage in return for completing, delaying or omitting to complete any act within its powers and that is or could be considered an unlawful or corrupt practice.

The Exhibitor also declares and guarantees to the Organiser that no amount (including fees, commission or any other unfair financial benefit) and no item of value (including but not limited to gifts, holidays, meals or inappropriate entertainment) has been or shall be given directly or indirectly to any employee, director or corporate officer of the Organiser for the purpose of procuring the signature of this contract and/or to facilitate its performance or renewal.

Any failure by the Exhibitor to abide by the preceding stipulations shall be deemed to constitute a substantial breach justifying the termination of the present contract as of right, without legal formalities or notice. This termination shall be notified by registered letter with acknowledgement of receipt notifying said breach and the termination; it shall take effect upon initial presentation of said letter.

The Organiser also reserves the right to claim all damages and interest to which it may be entitled as a result of this breach.

After signing this contract, the Exhibitor shall inform the Client promptly of any event that could undermine the declarations and guarantees made in this article.

## K-APPLICABLE LAW AND DISPUTES

This Contract will be governed by French law. The Organiser will give a ruling on all cases requiring its arbitration within the framework of execution of the Contract. The Exhibitor acknowledges it has been informed of and has accepted that decisions taken by the Organiser in this context are without appeal and immediately enforceable. In the event of contestation, the Exhibitor will submit its complaint to the Organiser in writing before any other proceedings.

IN THE EVENT OF A DISPUTE OCCURRING DURING THE SHOW CONCERNING INTERPRETATION OF THE CONTRACT, EXPRESS JURISDICTION IS AWARDED TO THE PARIS COMMERCIAL COURT, EVEN IN THE EVENT OF PLURALITY OF DEFENDERS OR THE INTRODUCTION OF THIRD PARTIES.

## L-GENERAL PROVISIONS

Should a stipulation in the Contract be declared null or void, this will not nullify the other stipulations, unless the equilibrium of the Contract is thus found to be modified.

The parties reciprocally agree that the fact that one of the parties tolerates a situation will not mean that the other party is granted vested rights. Moreover, tolerance of this nature cannot be interpreted as forgoing assertion of the rights in question.

This is a translation into English of EUROCOAT's General Regulations, the original of which was prepared in French. All possible care has been taken to ensure that the translation is an accurate representation of the original. However, in all matters of interpretation of information herein, the original language version of this agreement takes precedence over this translation

## APPENDIX: EXHIBITOR OBLIGATIONS

The Exhibitor will comply with the terms of this appendix. Failing which, the Organiser may, at its discretion, expel it from the ongoing Show or reserve the right to exclude it from the next edition of the Show.

### I. COMMERCIAL BEHAVIOUR

1- The Exhibitor may not accommodate another company on its Stand and may not undertake any advertising in any form whatsoever for firms not exhibiting.

2- It may not distribute documents or prospectuses outside of its Stand or in front of it unless a specific agreement with the Show organiser has been established to this effect.

3- The Exhibitor must be responsible for obtaining the rights to present, use, market and sell the equip-

ment, products and services exhibited, in accordance with the legal and regulatory provisions in force. These measures must be taken before presentation of the equipment, products or services since the Organiser does not accept any liability in this respect, notably in the event of a dispute with another Exhibitor or visitor.

4- The Exhibitor will receive visitors on its Stand throughout the period of the Show. Stands will be impeccably clean, decorated and furnished throughout the period of the Show.

The Exhibitor must ensure that there is a person on its stand responsible for its overall good order, who can be a valid contact for the Organiser. It is prohibited to leave covers over exhibited objects or clean stands during opening hours. The personnel employed must be suitably dressed and have a courteous attitude. Interviews and surveys by periodicals, reviews or private firms are prohibited inside the Show without prior approval from the Organiser.

## II. INSTALLATION OF STANDS AND SAFETY

### 1. Installation of Stands

The Organiser determines the schedule for setup and installation of the Stands before the opening of the Show. Installation work must be completed on the eve of the opening day; please refer to the setup and removal schedule in the technical package.

Specific decoration of stands is undertaken by Exhibitors at their expense and under their responsibility. It must comply with the safety regulations specified by the Authorities and the Architecture and Signage Regulations set out by the Organiser.

The Organiser establishes display conditions and the conditions for using sound, light or audiovisual systems, as well as the conditions in which any promotion operations or activities can be organised on the Show premises. The Organiser also determines the conditions under which photo shooting, filming or sound recording is authorised on the Show premises. Written authorisation is required for illuminated signs.

The Organiser reserves the right to have installations and/or materials (including fitted carpets and wall hangings) eliminated, destroyed or modified, at the Exhibitor's expense, if they modify the general aspect of the Show or interfere with other Exhibitors or visitors, do not comply with the layout plan and mock-up previously submitted for approval and/or that might not comply with regulations, in terms of safety in particular. The Exhibitor must comply with the assembly instructions described in the Technical Guide.

Any fitting or equipment installation that cannot be undertaken or erected without using the Stand of other exhibitors can only be done with the express authorisation of the Organiser on the date established.

### 2. Safety

The Exhibitor must be present or appoint a duly authorised representative on its Stand when the Safety Dept. inspection is made and, throughout the Show, will comply with the safety measures laid down by the Authorities and the safety measures taken by the Organiser or site administrator. In special or contentious cases concerning safety, the Exhibitor will be asked to apply to the Préfecture de Police Safety Committee for special approval. It must provide documentary proof thereof for the Organiser.

The Exhibitor must comply with the safety measures laid down by the administrative or legal authorities, together with any safety measures taken by the Organiser and ensure compliance by its service providers. In particular, it must ensure that, for the installation of its Stand, all service providers and their subcontractors comply with labour law and regulations governing health and safety on work sites. The Organiser reserves the right to verify compliance with these measures. Surveillance is carried out under the control of the Organiser: its decisions concerning the application of safety rules must be executed immediately.

### 3. Dismantling and Return of Stands

The Exhibitor will comply with the schedule defined by the Organiser concerning the dismantling of Stands, removal of equipment, materials and products, as well as the lead times for putting back into good order after the Show. As far as dismantling, removal and putting back into good order are concerned, the Organiser is entitled to have operations not carried out by the Exhibitor within the lead times established undertaken at the Exhibitors expense and risk. Any expenses incurred by the Organiser due to a delay by the Exhibitor will be automatically invoiced to the latter and must be paid on receipt of invoice. The Organiser declines all responsibility concerning items erected or installed by Exhibitors.

Exhibitors accept Stand locations in the condition in which they are found and must return them in the same state as when initially occupied. Any damage caused by an Exhibitor and/or its representatives and/or by its installations, equipment or goods is for the account of this Exhibitor.

The Exhibitor takes the Stand location in the condition in which it is found and returns it in the same state as when initially occupied. Any damage caused by an Exhibitor and/or its representatives and/or by its installations, equipment or goods, notably to the Show premises and installations, is for the account of this Exhibitor.

## III. ORGANISATION OF LOGISTICS

### 1- Show Access

Exhibitors are provided with badges to be distributed free of charge to their personnel. They may not be used for any commercial purposes whatsoever or be used as invitation cards for their customers.

No one may be admitted to the Show premises without producing an access card/badge issued by or accepted by the Organiser. The latter reserves the right to refuse admission to the Show to anyone without giving reasons.

### 2. Delivery of goods

Each Exhibitor must itself be responsible for the transportation and acceptance of its own goods. It must comply with the Organiser's instructions relative to regulations governing incoming and outgoing goods, notably as regards vehicle traffic operation within the Show grounds. Products and equipment brought to the Show may not be taken out on any pretext during the period of the Show. If Exhibitors or their agents are not present to receive their packages or other deliveries for the Exhibitor, delivery will be refused unless provisions to the contrary are indicated in the contract. The Exhibitor cannot claim damages for prejudice caused by refusal to accept its packages or other deliveries. Goods can only be handled outside opening hours. Removal will take place at the times indicated in the specifications.

It will be up to Exhibitors to accomplish Customs formalities for equipment and products from abroad. The Organiser cannot be held liable for difficulties that might arise during these formalities.

### 3. Miscellaneous

Smoking is strictly prohibited on the Show premises

## IV. SOUND, PHOTOGRAPHS AND VIDEOS

Sound systems must be used with a sound level compatible with smooth operation of the Show, with respect for other Exhibitors nearby. In the event of non-compliance with a warning, the Organiser reserves the right to have the power supply to the Stand cut off. All Exhibitors will ensure compliance with S.A.C.E.M obligations if they use music on their stands and for their own activities, even if simply for the demonstration of sound equipment.

Photographers and filmmakers are only admitted with the Organiser's authorisation. The use of video films and audiovisual processes on stands is authorised.

The Organiser is authorised to take photographs during the Show in which the Exhibitor's products and/or employees may appear and may use them free of charge worldwide without any time limit in commercial and promotional presentations of the Show (brochures, invitations, etc.), irrespective of the medium used (electronic or paper in particular) and the diffusion mode.