

# Exhibition regulations

## Preamble

These specific regulations set out the special conditions for the services supplied to the exhibitor by the organiser. They are complemented, as needed, by the auxiliary provisions of the Règlement général des manifestations commerciales (RGMC/2015) of UNIMEV, a professional federation of which the organiser is a member. The exhibitor acknowledges having read these regulations and, failing access to internet, agrees to request the organiser to send them via mail prior to signature of the contract. In any case, the exhibitor acknowledges acceptance of all the terms of these regulations, which apply to all events organised by Congrès et Expositions de Bordeaux (CEB).

## ARTICLE 1er – MANAGEMENT OF THE EVENT ORGANISATION

Management of space allocation by the organiser – The organiser establishes the event floor plan and freely allocates spaces, taking into account, as far as it is possible, the wishes expressed by the exhibitor as well as the date on which the application was registered.

## ARTICLE 2 – EXAMINATION OF ADMISSION REQUESTS

Exhibitor entitlement to represent a brand – Only a limited number of spaces are granted per brand. In the case where the admission request is not submitted by the producer of the presented products or services, the applicant must provide justification of their right to market the aforementioned products or services.

Examination - The organiser rules on the application, after prior examination. The organiser reserves the right to assess and verify the following non-exhaustive list of elements:

- The solvency of the applicant,
- Compatibility of their activity with the nomenclature of the event,
- Relevance of their product and service offer to the positioning of the event,
- Exhibitor's compliance with security, control and safety measures imposed by the authorities or the organiser during previous editions of the event,

Any applications from applicants with debts pending to the organiser and/or in litigation with the organiser will not be taken into account.

Refused applicants may not invoke the fact that they were admitted to previous sessions, nor may they argue that their application was requested by the organiser. The applicant may not invoke any correspondence exchanged with the organiser or the payment of the price or deposit, nor the publication of their name on any list whatsoever as evidence of their admission.

Notification of admission – Only written notification of admission is valid as admission and fixes the date of commencement of the contract between the parties, whether a deposit has been made or not. Refusal of the admission request does not give rise to any compensation. The admission has no bearing on any entitlement for admission to a future edition. The application processing fees or registration fees remain the property of the organiser regardless of the outcome of the admission request.

## ARTICLE 3 – EXHIBITOR OBLIGATIONS

Formation of the contract – The admission notification binds the applicant finally and irrevocably, without prejudice to the application of conditions stipulated in Article 6, if participation in the event is cancelled by the exhibitor.

Occupation of the exhibition space - In accordance with the conditions determined in the exhibitor's handbook, the exhibitor is obliged to occupy the stand or allocated space at least 24 hours prior to the opening of the event, to leave it set up until the closing of the exhibition and to not remove displayed merchandise until after the end of the event.

Exhibitor commitments – Upon signing the admission request, the applicant is committed to respect the special contractual terms that may have been negotiated with the organiser, general sales terms, and notably those contained in these regulations, as well as the policing and security measures prescribed by the authorities or the organiser.

Penalty for non-compliance to contractual commitments - Any breaches of the commitments referred to in the previous paragraph can lead to the exhibitor's immediate, temporary or permanent exclusion, without any compensation or refund of the amount paid and without prejudice to any proceedings that can be brought against them.

## ARTICLE 4 – DOMICILE

Temporary declaration of domicile on the site – For the entire duration of the exhibition, including periods of installation and dismantling, the exhibitor states their domicile as being the space that has been allocated to them on the site.

## ARTICLE 5 – PAYMENT OF THE PRICE

Methods of payment – The price is paid by the means detailed in the admission request made either in writing or via internet.

Late payment penalties – All amounts payable to the organiser, and not paid by the due date, shall incur interest, without the need for formal notice, the interest being calculated at the interest rate applied by the ECB to its most recent refinancing operation, plus seven points. Furthermore, in accordance with Decree n°2012-11-15, the debtor with an overdue payment will automatically be liable for a flat-rate recovery fee of €40. In the event of legal proceedings for non-payment, the organiser reserves the right to impose an irreducible flat-rate penalty equal to 15% of the amount due, without prejudice to any other request for damages or indemnities on the basis of Article 700 NCP.

Organiser's right of lien to the exhibitor's goods - It is expressly agreed that the installations, equipment and goods located in the exhibition area and attributed to the exhibitor are specifically pledged to the benefit of the organiser to secure payment of any sums due. In the event of any failure to pay the sums due, in application of the present contract, the organiser may invoke this pledge to retain these goods until full payment has been made. In this case, further to formal notice referring to this clause, the organiser may carry out an inventory, by act of a judicial officer, of the goods thus retained and may oppose their removal.

## ARTICLE 6 – NON-OCCUPANCY

No-show of an exhibitor prior to the opening – The exhibition spaces for which the organiser has received written notice of non-participation by the exhibitor, irrespective of the reasons, may be assigned by the organiser to another exhibitor, and without the exhibitor having any claim to a reimbursement of the monies owed, in accordance with the cancellation terms stated below.

Cancellation – In the event of early termination of the participation contract, leading to annulment of the exhibitor's participation in the event, the exhibitor is obliged to pay

the organiser a cancellation indemnity fixed in accordance with the following terms:

- A flat fee corresponding to the administrative fees incurred if the withdrawal occurs more than 6 months prior to the event,
- 40% of the amount excluding VAT of the price of exhibition space rental fixed in the contract if the withdrawal occurs between 1 May and 15 September 2020,
- 80% of the amount excluding VAT of the price of exhibition space rental fixed in the contract if the withdrawal occurs between 16 September and 30 October 2020,
- 100% of the amount excluding VAT of the price exhibition space rental fixed in the contract if the withdrawal occurs from 1 November 2020.

## ARTICLE 7 – UNFORESEEN CIRCUMSTANCES

With regard to the provision of the services in question, the exhibitor and organiser agree to exclude the application of the provisions of Article 1195 of the French Civil Code.

## ARTICLE 8 – PROHIBITION OF SALE OR SUB-LETTING

Prohibited in principle – The sale of all or part of the allocated exhibition space is prohibited.

Exception - However, with the organiser's consent, several operators of a similar profession may occupy a stand together, provided that each of them has previously paid the administrative fee.

## ARTICLE 9 - DECLARATION OF THE ITEMS PRESENT

Reporting obligation – In their admission request, the exhibitor declares a complete list of the products they wish to present. If they are agents of or commissioned by third parties, they must state the names and addresses of the business for which they wish to exhibit products. They return the required sworn certification forms to the organiser, attesting to their rights to distribute the products or services concerned.

Penalty for non-declaration by the exhibitor – The organiser reserves the right to systematically remove all products that are not indicated in the admission application or to proceed with the expulsion of the exhibitor who has not been approved under the aforementioned terms, without prejudice to the application of penalties provided for under Article 3 of these regulations.

## ARTICLE 10 – PROHIBITED PRODUCTS

Prohibited within the event grounds – Materials of an explosive nature and generally all dangerous or harmful products, as well as all objects that can be turned into a weapon, are not admitted in the event grounds. It is prohibited to operate appliances, or to install or distribute objects likely to cause a nuisance or danger to other exhibitors or their visitors. It is equally prohibited to light fires in the exhibition halls.

## ARTICLE 11 – INVENTORY OF FIXTURES AND INTEGRITY OF THE EXHIBITION SPACE

Inventory – Upon taking possession of the allocated exhibition space, the exhibitor records any possible degradation affecting the allocated exhibition space and notifies the organiser on the same day. Once this deadline has passed, all repairs are to be undertaken at the exhibitor's cost.

Respect for the integrity of the site – Irrespective of the exhibition space allocated, it is prohibited to dig into the ground, cut into or damage, in any way, the partitions, floor coverings or ceilings and all material supplied by the organiser.

Conformity and safety of the installations – It is strictly prohibited to install platforms, chairs, drives or engines, or to use the stand's dividers, posts or surfaces as bearers of weight or mechanical force ; the exhibitor is fully responsible for any breach in the event of deterioration, impairment to neighbours or accident, without prejudice to the application of penalties provided for under Article 3 of these regulations.

## ARTICLE 12 – ARCHITECTURE COMMISSION

Examination of the exhibitor's construction projects - A commission is responsible, within the context of the general definition of the design of the event decided upon and imposed by the organiser, to examine all construction or installation projects which might be envisaged by the exhibitors (mezzanines, advertising or decorative patterns, luminous signs, animations...).

## ARTICLE 13 – SPECIAL WORKS

Declaration to the organiser – The exhibitor whose installations require special works (levelling, piping, removal of dividing walls, adjusting floors...) must declare this in the 'observations' section of the admission application by indicating, as far as possible, their extent. The organiser will bear the costs of the removal of dividing walls, as well as those of adjusting floors, excluding all other works, on the condition that they are notified of the requirements one month prior to the opening of the event; beyond this date, these diverse modifications will be at the exhibitor's costs.

## ARTICLE 14 – THE USE OF SERVICE PROVISIONS BY SUB-CONTRACTORS

Sub-contracting – The exhibitor may, if they so wish, and entirely at their own responsibility, entrust service providers, referred to as sub-contractors, with all or part of the furnishing of the exhibition space that has been allocated to them, on condition that these aforementioned service providers have not been previously involved in a significant dispute with the organiser and that the contracts concluded with these service-providers comprise:

- as an integral element, all the clauses of the organiser's general terms of sale which may concern them, and not contain any provision that modifies or convenes them;
- a clause waiving any action by the exhibitor's sub-contractors against the organiser, for any direct or indirect, material or immaterial damage that the latter might cause to the exhibitor, to their sub-contractors, to their assets, their representatives or their assets;
- the commitment made by the exhibitor's sub-contractors to obtain an identical waiver of any recourse from their insurance companies.

A waiver of recourse by the sub-contractors against the organiser – The exhibitor guarantees the organiser that the waivers of recourse referred to above are actually agreed by the sub-contractors and their insurance companies, and agrees to compensate the organiser for any direct or indirect consequences of each action, legal or otherwise, that the exhibitor's sub-contractors, their representatives or their insurance companies may formulate or file against the organiser, including the fees and expenses that the latter might incur to protect their rights.

Exhibitor's responsibility resulting from the actions of their co-contractors – The fact that the exhibitor enters into a contract with sub-contractors does not in any way change the contractual relations between themselves and the organiser; the exhibitor remains solely liable with regards to the organiser for the perfect execution of the contract. The exhibitor's sub-contractors are, from the organiser's perspective, considered as having a mandate to act in place of the exhibitor.

# Exhibition regulations- Continuation

## ARTICLE 15 – DEMONSTRATION MACHINERY AND EQUIPMENT

Declaration to the safety officer - All demonstration machinery must be declared to the safety officer. Demonstrations must always be free for visitors.

## ARTICLE 16 - SIGNS, POSTERS AND BANNERS

Strict regulation for the affixing of signs and posters - It is prohibited to place publicity panels or signs outside the stands at points other than those reserved for this purpose. In the event of any infringement, the organiser will have the items that contravene these regulations removed at the costs, risks and liability of the exhibitor, and without any prior notice.

Prohibition of banners - Banners are strictly prohibited in any case.

## ARTICLE 17 – GIFT VOUCHERS

Acceptance of gift vouchers and invoicing to the organiser - The exhibitors undertake to accept gift vouchers that may be put into circulation by the organiser on the occasion of the event. The sales and the provision of services realised in exchange for these gift vouchers will be invoiced to CEB directly upon presentation of the aforementioned gift vouchers.

## ARTICLE 18 – VACATING THE EXHIBITION SPACES

Deadline for vacating the spaces - At the latest, the exhibition spaces are to be vacated 48 hours after the closing date of the event. The exhibitor is committed to act diligently and to undertake, with extreme urgency, all action including that of a judicial nature, in order for the site to be effectively restored to the organiser in good working order.

Breach of duty by the exhibitor - If, for whatever reason, the exhibition space has suffered damage or is not in a state of normal usage, the organiser may, by using all means available, undertake or arrange its complete evacuation and the necessary restoration; the exhibitor hereby authorising them:

- to destroy all consumable equipment and installations;
- to move and to store, as the organiser deems fit, all the other installations, equipment and property found on the site, which may be sold or destroyed after formal notice remains unacknowledged for a period of 5 days;
- to restore the site to the condition in which it should be;
- to undertake the works required.

All costs are at the expense of the exhibitor, who is expressly prohibited from any recourse against the organiser concerning the destruction, removal or storage, restoration works, or of their consequences.

## ARTICLE 19 – MANDATORY INSURANCE

Insurance obligations - The exhibitor is required to take out, with the insurer approved by the organiser, all insurances covering the risks that they and their personnel take, or have third parties take.

Risks covered - The insurance premium covers:

- the exhibited merchandise and materials, fittings and installations of the stand for an initial risk of fifteen thousand three hundred euros (€15,300). The guarantee from which the exhibitor benefits is strictly limited to material damage, excluding the deprivation of use, loss of profits, loss of earnings etc.

Thefts during the periods of assembly and dismantling are not covered by the guarantee.

- the exhibitor's civil responsibility towards third-parties for all physical, material or immaterial damage resulting from his activity and that of his representatives.

Waiver of any recourse - The exhibitor waives any recourse that they may have the right to exercise against the organiser, the owner of the exhibition site or their insurers, for all physical, material or immaterial damage of which they may be a victim; such a waiver applies for all of their representatives.

## ARTICLE 20 – FOOD PRODUCTS

Food safety regulations - Exhibitors presenting food products must respect the regulations in force, especially those concerning food safety, hygiene as well as the operating procedures in place. The exhibitor is solely responsible for the consequences, especially in the event of food poisoning, and waives all recourse against CEB.

## ARTICLE 21 – WORKING CONDITIONS ON THE EXHIBITION SITE

Labour regulations - During the assembly, dismantling and throughout the course of the event, the exhibitor commits to only employ persons duly declared and in conditions determined by the law and regulations in force concerning working conditions. The same constraints are imposed on their subcontractors.

Inspections - Inspections are likely to be carried out during the assembly, running and dismantling of the event. A Health and Safety Officer (SPS) may be assigned by the organiser and may issue observations on the working conditions.

## ARTICLE 22 – COMMERCIAL PRACTICES

Strict regulation on the practice of soliciting clients - The distribution of documents may only take place within the stands. Similarly, visitors must not be impeded during their visit nor stopped in the aisles. It is strictly prohibited to shout or use a microphone to advertise and solicit. Failure to comply with these provisions will be the subject of a written report by the organiser on the basis of which they will notably be justified in refusing the exhibitor's participation in future events. The advertising of prices and the distribution of promotional objects are subject to the general regulations. It is prohibited to make any advertising in favour of products other than those designated on the admission application. So-called 'upselling' is strictly prohibited. When an exhibitor's behaviour causes a serious breach to the security or the peaceful nature of the event, the organiser may decide, after formal notice to cease these actions remains without effect, to cut the electricity supply and close their exhibition space.

## ARTICLE 23 – SOUND EQUIPMENT FOR THE EXHIBITION SPACES

Sound equipment - Microphones are strictly prohibited. The sound level may not exceed the accepted norms regarding noise under penalty of suspension without notice of the power supply, following an initial warning.

Media partnership - All exhibitors using the services of a media, such as local radio, are to inform CEB of the fact at least two months prior to the opening of the event.

SACEM - All broadcasts of recorded music must

be subject to a declaration made to SACEM.

## ARTICLE 24 – IMAGE REPRODUCTION RIGHTS

Authorisation - The exhibitor expressly and graciously authorises the organiser - and obtains such an authorisation from their co-contractors - to use and publish their name and address as well as their image within the exclusive framework of the event, as well as for all advertising or promotional campaigns associated with to the event for a duration of two editions of the event, as of the signature of the application for participation.

Right of access to personal data - The organiser, in its capacity as data controller, processes the exhibitor's personal data for the purposes of their application to participate in the event. The data collected is subject to computerised processing to enable the execution of the contract and must thus be provided. Data will be stored in accordance with the legal time limits imposed on Congrès et Expositions de Bordeaux relative to its fiscal and social obligations. The exhibitor's personal data is stored for the duration of their business dealings with the organiser and then for a period of five years as of the last expression of interest on the part of the exhibitor. According to the exhibitor's choices, based on consent which they may withdraw at any time, the latter may receive commercial offers and news relative to the organiser's activity. Each party undertakes to comply with their obligations in accordance with the legislation in effect relative to the protection of personal data, including those set out in the 'Computers and Freedom' law of 6 January 1978 and General Data Protection Regulation 2016/679. In particular, they guarantee that the rights of the persons concerned by the use of their personal data in the framework of the present contract will be complied with: the rights of access, rectification, deletion and opposition, right to the limitation of processing, the portability of data and the right not to be subject to an automated individual decision. The exhibitor may exercise this right by contacting CEB SAS, Data Protection Officer, Rue Jean Samazeuilh, CS 20088 - 33070 Bordeaux Cedex or at: dpo@bordeaux-expo.com. In the event the CEB fails to provide a satisfactory response, the exhibitor may lodge a complaint with the French National Commission on Informatics and Liberty (CNIL).

## ARTICLE 25 – STAND SECURITY

Security of the site - Round-the-clock surveillance of Bordeaux Exhibition Centre is provided by CEB, but without assuming responsibility through the application of this provision.

Exhibitors presenting merchandise or samples for consumption on-site are strongly advised to reinforce the security of the exhibition spaces by placing locks on the access to merchandise storage areas.

Use of a service-provider - The exhibitor who wishes to use the services of a specific guard on their stand must unfailingly inform CEB - security service-e-mail : suretepex@bordeaux-expo.com - by means of a declaration written on official letterhead, stating the name of the company and the identity of the guard. No other individual will be admitted on the stand during the night.

## ARTICLE 26 - POSTPONEMENT OR CANCELLATION OF THE EVENT

Postponement for imperative need - In the event of an imperative need i.e., a situation rendering the holding of the event impossible in the initially planned conditions, the organiser reserves the right to modify the scheduled dates and venue prior to the event and with reasonable advance notice, without the exhibitor being entitled to claim any form of compensation, provided that this does not substantially modify the initial contract signed between the organiser and the exhibitor. The contract shall remain in effect for the new dates of the event, provided that the postponement of the event occurs within 6 months at most after the period initially scheduled.

Cancellation for definitive impediment - If, in the event of an event of force majeure or any event which is beyond the control of the organiser, such as (non-exhaustive list):

- Epidemic or other critical health situation
- Extreme weather conditions
- Nationwide or regional strikes or labour movements
- Disruption of transport means resulting in serious difficulties in accessing the site
- Threat of a terrorist attack or armed conflict,

access to the venue hosting the event becomes impossible, the organiser may decide to cancel the event and notify the exhibitors of the cancellation of accepted applications, without such decision opening the right to compensation.

Administrative costs shall be non-refundable, regardless of the date on which the decision is made to cancel the event due to definitive impediment.

Allocation of the remaining funds - The remaining funds available, after payment of all expenses incurred, will be divided among the exhibitors on a pro rata basis for the amounts received, without the exhibitors being able to exercise a right of recourse to request monetary damages.

Cancellation due to an insufficient number of admissions - The organiser may cancel or postpone the event if they observe a clearly insufficient number of admissions. The admitted exhibitor will be refunded the amounts paid. Until the registration closing date, the exhibitor assumes all risks related to the possible non-realisation of the event and notably the cost exclusive of the fees that they will have had to commit to in preparation of the event.

## ARTICLE 27 – ASSIGNMENT OF JURISDICTION

Any dispute relating to the formation, execution and interpretation of the agreement binding the parties falls within the exclusive jurisdiction of the Courts of Bordeaux.